

TRANSACTION CODE:

SENDER'S CODE:

RECEIVER'S CODE:

## DEED OF AGREEMENT (DOA)

This Agreement is made and enter into the 03 June 2021 by and between the party described below:

**Client Name:**

**Type: SBLC CASH BACKED**

**Face Value: 500,000,000.00 EUR (FIVE HUNDRED MILLION EURO)**

**Tranche Schedule: 500,000,000.00 EUR (FIVE HUNDRED MILLION EURO)**

### SENDER'S INFORMATION

Company Name :  
Company Address :  
Represented by :  
Title :  
Company Reg. No :  
Country :  
Passport No :  
Nationality :  
Telephone Number :  
Direct Email :

### RECEIVER'S INFORMATION

Company Name :  
Company Address :  
Represented by :  
Company Reg. No :  
Country :  
Passport No :  
Nationality :  
Telephone Number :  
Direct Email :

**WHEREAS.** The RECEIVER desires to buy BG/SBLC from the SENDER. RECEIVER confirms with full corporate and legal responsibility that funds are available to fulfil the requirements for selling of this instrument and are ready and RECEIVER further confirms to co-operate with the SENDER.

**WHEREAS.** The SENDER desires to issue, transfer and assign all rights title and interest of the BG/SBLC available to the RECEIVER. SENDER represents and warrants that it has the ability and resources to arrange through associates, contacts and sources, with full corporate responsibility, financial instruments per the terms of assignments to be provided to RECEIVER. SENDER hereby declares under penalty of perjury that the SBLC will be backed by funds that are good, clean, clear, and free of non-criminal origin, the SBLC will be free and clear of all liens, encumbrances and third-party interests.

**NOW THEREFORE,** the RECEIVER has agreed to buy the SBLC at total of 35%+2% of Face Value for the instruments requested and SENDER has agreed to sell SBLC and both Parties hereby agree to the following:

SENDER'S INITIAL

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**DESCRIPTION OF BANK INSTRUMENT**

1	INSTRUMENT	BG OR SBLC
2	CURRENCY	EURO /USD
3	ISSUING BANK	BARCLAYS BANK PLC OR HSBC BANK LONDON
4	TERM	ONE YEAR AND ONE DAY
	TYPE	OPERATIVE, IRREVOCABLE, ASSIGNABLE AND CONFIRMED
5	TOTAL FACE VALUE	1,000,000,000.00 EURO (ONE BILLION EURO) WITH EXTENSION
	TRANCHE SCHEDULE	500,000,000.00 EURO (FIVE HUNDRED MILLION USD)
6	SELLING PRICE	THIRTY-FIVE PLUS TWO PERCENT (35%+2%) OF FACE VALUE
7	PAYMENT	DELIVERY OF MT799 AND FOLLOWED BY SWIFT MT760.
8	DELIVERY	HARD COPY TO BE DELIVERED VIA BONDED BANK COURIER WITHIN FIVE (5) INTERNATIONAL BANKING DAYS.
9		

**TRANSACTION PROCEDURES - (PLEASE READ VERY CAREFULLY)**

1. Seller and Buyer execute, sign and initial this Deed of Agreement, which thereby automatically becomes a full commercial recourse contract to be lodged by both parties for initiation of the pending transaction with their bank.
2. After signing the agreement and simultaneously or latest within 2 banking days with the return of the agreement by the buyer, buyer's bank will send SWIFT MT799 PROOF OF FUNDS to seller's bank (Stating funds availability to purchase SBLC instrument), within 2 banking days of the receipt of the buyer's SWIFT MT799 PROOF OF FUNDS, seller's bank sends SWIFT MT799 PRE-ADVICE RWA (Readiness Willing & Able) via SWIFT to buyer's bank ACKNOWLEDGING CAPACITY TO DELIVER SBLC VIA MT760 to buyer's bank, within 3 banking days of the receipt of the RWA via SWIFT from seller's bank, buyer's bank issue BPU (Bank Payment undertaking) to seller's bank covering purchase fee and seller's agent commission, within 2 banking days of the receipt of the BPU, seller's bank issues SBLC MT760 for confirmation and verification and copy of the SBLC sent to buyer.
3. Within 3 banking days of confirmation and verification of the seller's swift MT760, full payment (MT103) is released to the seller, plus 2% commission to Seller and Buyer agents in the IMFPA after receipt, confirmation and authentication of the buyer's SBLC MT760

- Any unauthorized calls by any party or its representative lawyers to probes or communication in an improper way to bank(s) in this transaction shall be prohibited and contract terminated.

Should the Receiver default to pay the selling fees to the Sender and the brokers commission fees as agreed after 7 banking days of confirmation of SBLC in buyer's bank account, seller will instruct the issuing bank to put a claim on the SBLC thereby forcing the Receiver's bankers to return the SBLC MT760 to the issuing Bank.

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### **NON-SOLICITATION**

The RECEIVER hereby confirms and declares that the SENDER, its associates or representatives or any person or persons on its behalf has/have never ever solicited the RECEIVER, its shareholders or associates or representatives in any way whatsoever that can be construed as a solicitation for this transaction or for future transactions.

### **FORCE MAJEURE**

Any delay in or failure of performance by either party of their respective obligations under this agreement shall not constitute a breach hereunder or give rise to any claims for damages if, and to the extent that such delays or failures in performance are caused by events or circumstance beyond the control of such party.

The term "Beyond the Control of Such Party "Include Lawful order of Government or Authority, Act of War, Rebellion or Sabotage, Fire, Flood, Earthquake or other natural disasters. Any other cause not within the control of such party or which is by exercise of reasonable diligence, the party will be unable to foresee or prevent or remedy.

### **ARBITRATION**

All disputes and questions whatsoever which arises between the parties to this agreement and touching on this agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC and where there third party recipient an Actuary and Repo might be applicable

This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral. Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties. This agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to bring any legal actions against the other it enforces any of the terms of this agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs.

**For and on behalf of the Provider**

**For and on behalf of the Receiver**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Name:**

The SENDER and RECEIVER agree to the following banking co-ordinates pertaining to the agreement herein above stated:

**SENDER BANK CO-ORDINATES TO ISSUE THE INSTRUMENT**

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Bank Name	
Bank Address	
Account Holder	
Account Number	
Bank Officer	
SWIFT Code	

**RECEIVER'S BANK CO-ORDINATES TO RECEIVE THE INSTRUMENT.**

Bank Name	TBA
Bank Address	
Bank Officer	
Secured Email	
SWIFT Code	
Account Holder	
Account Number	
Signatory Name	

**RECEIVER'S BANK CO-ORDINATES TO PAY FEES**

Bank Name	TBA
Bank Address	
Bank Officer	TBA
SWIFT Code	
Account Holder	
Account Number	
Signatory Name	

**RECEIVER RESERVES THE RIGHT TO USE ANY OF HIS BANK ACCOUNT TO PAY FEE AND RECEIVED HIS INSTRUMENTS. (IT'S OUR BANK REGULATIONS AND PROCEDURE)**



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RECEIVER'S CODE:

## “EXHIBIT A”

**SAMPLE RWA FROM ISSUING BANK TO RECEIVER'S BANK**  
(Text may vary in substance but the essential must be maintained)

DATE :  
ATTENTION : RECEIVER'S BANK OFFICER NAME  
APPLICATION : SENDER'S COMPANY NAME

DEAR SIR,

**SUBJECT: CONFIRMATION OF READY, WILLING AND ABLE TO ISSUE AND DELIVER AN UNCONDITIONAL FRESH CUT BANK GUARANTEE (BG) FULLY CASH BACKED WITH A FACE VALUE OF USD/EUR\*\*\*\*\* IN FAVOUR OF \*\*\*\*\*.**

WE, .....HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT WE ARE READY, WILLING AND ABLE TO ISSUE BANK GUARANTEE (BG) VIA SWIFT MT-799 AND FOLLOWED BY SWIFT MT-760 IN FAVOUR OF \*\*\*\*\* IN THE FACE VALUE OF EUROPEAN CURRENCY FOR USD/EUR \*\*\*\*\* WITH A VALIDITY OF ONE (1) YEAR AND ONE (1) DAY.

THE BANK GUARANTEE (BG) IS IRREVOCABLE, UNCONDITIONAL, IT IS TRANSFERABLE, ASSIGNABLE, NEGOTIABLE AND DIVISIBLE, WE FURTHER CONFIRM THAT THE BANK GUARANTEE IS CASH BACKED, FREE AND CLEARED OF ENCUMBRANCE AND THE CASH IS GOOD, CLEAN AND CLEAR FUNDS ON NON-CRIMINAL ORIGINS. FURTHER, WE CONFIRM THAT WE WILL DELIVER THE SAID BANK GUARANTEE (BG) VIA SWIFT MT-760 AND SEND THE HARD COPY BY BANK BONDED COURIER TO THE DESIGNATED BANK CO-ORDINATES BELOW:

BANK NAME :  
BANK ADDRESS :  
BANK TELEPHONE :  
BANK FAX NUMBER :  
BANK OFFICER :  
SWIFT CODE :  
ACCOUNT NUMBER :  
ACCOUNT NAME :

THE RWA IS VERIFIABLE AND MAY BE CONFIRMED ON BANK TO BANK BASIS THROUGH OUR SECURED DEPARTMENTAL \*\*\*\*\* ONLY; FOR THE ATTENTION OF \*\*\*\*\* AND ON RECEIPT OF YOUR CONFIRMATION WE SHALL PROCEED WITH THE SWIFT MT799 AND SUBSEQUENTLY FOLLOWED BY SWIFT MT760

THIS RWA IS ONLY VALID FOR TWO (2) BANKING DAYS.

FOR AND ON BEHALF OF:  
XXX ISSUING BANK XXX  
XXX ISSUING BANK ADDRESS XXX

BANK OFFICER 1  
TITLE (PIN)

BANK OFFICER 2  
TITLE (PIN)

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## "EXHIBIT B"

ISSUER BANK - SWIFT MT 799

(Text may vary in substance but the essential undertaking must be maintained)

DATE :  
FROM :  
BANK NAME :  
BANK ADDRESS :  
SWIFT BIC :  
  
TO :  
BANK NAME :  
ADDRESS :  
BANK OFFICER :  
ACCOUNT NUMBER :  
ACCOUNT NAME :  
SWIFT CODE :  
BENEFICIARY :  
AMOUNT :  
CURRENCY : EURO/USD

TRANSACTION CODE :

WE, WE XX<NAME & ADDRESS OF BG /SBLC ISSUING BANK>XX, ISSUING BG/SBLC, HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT WE ARE READY TO ISSUE BG/SBLC IN NAME OF BENEFICIARY \*\*\*\*\* FOR FACE VALUE OF EURO/USD 000,000,000.00 (XXXXXXXXXXXXX EURO-USD) AND IT SHALL BE TRANSMITTED AND CONFIRMED VIA SWIFT MT 760 AND THE HARD COPY OF BG/SBLC WILL BE SENT THROUGH BANK BONDED COURIER WITHIN 3 BANKING DAYS.

THE BG/SBLC IS IRREVOCABLE, UNCONDITIONAL AND IS TRANSFERABLE, ASSIGNABLE, NEGOTIABLE AND DIVISIBLE SHALL BE HONORED ON MATURITY DATE.

-----MESSAGE TRAILER-----

FOR AND ON BEHALF OF:  
XXX ISSUING BANK XXX  
XXX ISSUING BANK ADDRESS XXX

\_\_\_\_\_  
BANK OFFICER NAME  
ISSUER BANK  
DESIGNATION  
OFFICER CODE

\_\_\_\_\_  
BANK OFFICER NAME  
ISSUER BANK  
DESIGNATION  
OFFICER CODE

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## **“EXHIBIT C”**

### **SAMPLE SWIFT MT-760 FROM ISSUING BANK TO RECEIVER BANK**

(Text may vary in substance but the essential undertaking must be maintained)

**FROM**

BANK NAME:  
BANK ADDRESS:  
BANK TEL:  
BANK FAX:  
BANK OFFICER NAME:  
SWIFT CODE:  
ACCOUNT NAME:  
ACCOUNT NO:

**TO**

BANK NAME:  
BANK ADDRESS:  
BANK TEL / FAX:  
BANK OFFICER NAME:  
SWIFT CODE:  
ACCOUNT NAME:  
ACCOUNT NO:

TRANSACTION CODE:  
BG/SBLC NO:  
CURRENCY:  
AMOUNT:  
ISSUING DATE:  
MATURITY DATE:

FOR THE VALUE RECEIVED, WE XX<NAME & ADDRESS OF BG /SBLC ISSUING BANK>XX. HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST OR NOTIFICATION PROMISE AND GUARANTEE TO PAY ON TIME, IN FULL AND WITHOUT DELAY, AGAINST THIS BG /SBLC IN FAVOUR OF XX CLIENT'S NAME XXX, THE BEARER OR HOLDER THEREOF, AT MATURITY THE OF 00,000,000.00 (AMOUNT IN WORD) IN THE LAWFUL CURRENCY OF XXX THE UNITED STATES OF AMERICA OR EUROPEAN UNION XXX.

SUCH PAYMENT WILL BE UPON PRESENTATION AND SURRENDER OF THIS BG /SBLC AT THE OFFICE OF XX<NAME OF BG /SBLC ISSUING BANK>XX WITHOUT SETOFF AND FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEE OR WITHHOLDING OF ANY NATURE NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF THE ISSUING OR PAYING BANK OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS BG /SBLC /MTN SHALL BE GOVERNED AND BE CONSTRUED IN ACCORDANCE WITH THE UNIFORM RULES FOR DEMAND GUARANTEE (URDG), AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE ICC PUBLICATION #600.

THIS BG /SBLC IS TRANSFERABLE, ASSIGNABLE AND DIVISIBLE WITHOUT PRESENTATION TO US.

FOR AND ON BEHALF OF:  
XXX ISSUING BANK XXX  
XXX ISSUING BANK ADDRESS XXX  
BANK OFFICER 1  
TITLE (PIN)

BANK OFFICER 2  
TITLE (PIN)

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**CLIENT INFORMATION SUMMARY – (ANNEX - A)**

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for the purpose of verification of identity and activities of the Principal, and the nature and origin of the funds that are to be utilized. All parties have an obligation for professional discretion and to take all appropriate precautions to protect the confidentiality of the information each holds in respect of the others' activities. This legal obligation shall remain in full force and effect at all times.

1.	Principal:	.
a)	Represented By:	
b)	Nationality:	
c)	Passport Number:	
d)	Date of Issue:	
e)	Date of Expiration:	
f)	Date of Birth:	
g)	Place of Birth:	
h)	Spain ND/Identity No.:	
i)	Contact Address:	
j)	Contact Telephone No.:	
k)	Add. Telephone No.:	
l)	Mobile Telephone No.:	
m)	Facsimile No.:	
n)	Email:	
o)	Occupation:	
p)	Business Name:	
q)	Business Address:	
r)	Business Telephone:	
s)	Business Facsimile:	
2.	Address for Mail:	
3.	Address for Courier:	
4.	Legal Counsel:	
a)	Address:	
b)	Telephone No.:	
c)	Facsimile No.:	
5.	Bank Coordinate-1:	

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a)	Address:	
b)	Account Name:	
c)	Account No.:	
d)	Acct. Signatory Name:	
e)	Bank Officer:	
f)	Bank Officer Designation:	
g)	Bank Officer Telephone:	
h)	Bank Officer Facsimile:	
i)	Routing:	
j)	S.W.I.F.T.:	
k)	Bank Coordinate-2:	N/A
l)	Address:	N/A
m)	Account Name:	N/A
n)	Account No.:	N/A
o)	Acct. Signatory Name:	N/A
p)	Bank officer Name:	N/A
q)	Bank Officer Designation:	N/A
r)	Bank Officer Facsimile No.:	N/A
s)	Routing:	N/A
t)	S.W.I.F.T.:	N/A
6.	Amount of funds/instrument on deposit and available for collateral: <b>Enough to comply with the deal.</b>	

**7. Affirmation:**

I hereby swear under the full penalty of perjury, that the information provided herein is both true and accurate. I am in control of the assets stated above, and have signatory authority on the aforementioned bank account and have full authority to execute all contracts and agreements relating to pledging the assets for a loan. The funds are in full compliance with the anti-money laundering policies set forth by the Financial Action Task Force (FATF) 6/01.

Signed this 03 June 2021

**Name:**

**Passport #:**

**Nationality:**

**Issue date:**

**Expiry date:**

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### FEE PROTECTION AGREEMENT

Both SENDER and RECEIVER agree that the RECEIVER's and SENDER's agents are entitled to **2%** of the \*BG/SBLC\* face value commission fees. These commission fees will be shared between the SENDER's and RECEIVER's agents as specified here below.

The parties agree that the commission fees stated are compensation for services rendered and are irrevocably and unconditionally guaranteed to be paid by the RECEIVER to the agents and intermediaries listed in this FPA by wire transfer simultaneously with the RECEIVER's payment of **35%** of the face value of the \*BG/SBLC\* as leasing fee to the SENDER for every tranche and/or transaction of the \*BG/SBLC\*. The commission fees will be free of legal impediment and free of any deductions, excluding bank transfer fees, for this and all subsequent transactions between the parties.

In consideration of the mutual benefits to be derived by the associates or affiliated individuals, agents, companies, designees, trustees or executors, it is understood and agreed that the parties hereto are mutually desirous of effecting this business transaction in co-operation with one another for their mutual benefit and all signatory parties agree to abide by the following terms and conditions:

1. Each party agrees that they will not make any contact with, deal with or be involved with individuals, trader and investor introduced by other signatories without specific permission of the introduced signatory for the Investor.
2. The signatory agrees to keep confidential the identity of and all contacts so provided by any other signatories.
3. The parties hereto agree that all commissions or fees as agreed by the parties shall be paid in full at the end of every transaction.
4. This agreement shall be legally binding on the parties hereto, their principals, employees, representatives, agents and assigns in all countries of the world.

The parties hereto affirm that in every case they will act with the highest standards of ethics and honesty in all their dealings. This agreement shall be respected and honoured at all times, unless otherwise mutually agreed upon and any party will permit no attempt or hint of circumvention.

Each of the above parties agree and understand that any overt or covert action of circumvention prescribed by this agreement shall be a fraudulent act against the other party and will be subject to judicial action, recompense for damages, possible punitive damages and injunctive relief imposed by the legal process.

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Both parties hereby agree that the agents and intermediaries referred to in this FPA shall be as follows:

**TOTAL COMMISSION FEE OF 2% (TWO PERCENT) OF FACE VALUE IN EURO/USD PAID BY THE RECEIVER TO BE SHARED EQUALLY AS FOLLOW:**

**Text Message:** The S.W.I.F.T. or Clear Stream text message covering all remittances shall clearly state the following:

„CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS, EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS “.

**TOTAL COMMISSION OF ONE [1%] TO SENDER'S SIDE (CLOSED)**

PARTICULARS	PAYMASTER 1
Name	
Law Firm Address	
Law Firm Telephone #	
E-mail	
Bank Name	
Bank Address	
ABA Routing Number	
Account Number	
Account Name	
SWIFT	
Bank Officer	
Bank Telephone	
Beneficiary:	
Special Instructions:	
Required Message:	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH"

This Fee Protection Agreement has been agreed and executed by the undersigned on this 03 June 2021

For and on behalf of the Sender

Name:

Passport #:

Nationality:

Issue date:

Expiry date:

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**TOTAL COMMISSION OF ONE [1%] TO RECEIVER'S SIDE 50% CLOSED, 50% OPEN**

<b>PARTICULARS</b>	
Name	
Law Firm Address	
Law Firm Telephone #	
E-mail	
Bank Name	
Bank Address	
ABA Routing Number	
Account Number	
Account Name	
SWIFT	
Bank Officer	
Bank Telephone	
Beneficiary:	
Special Instructions:	
Required Message:	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH"

For and on behalf of the RECEIVER

Name:  
Passport #:  
Nationality:  
Issue date:  
Expiry date:

SENDER'S INITIAL

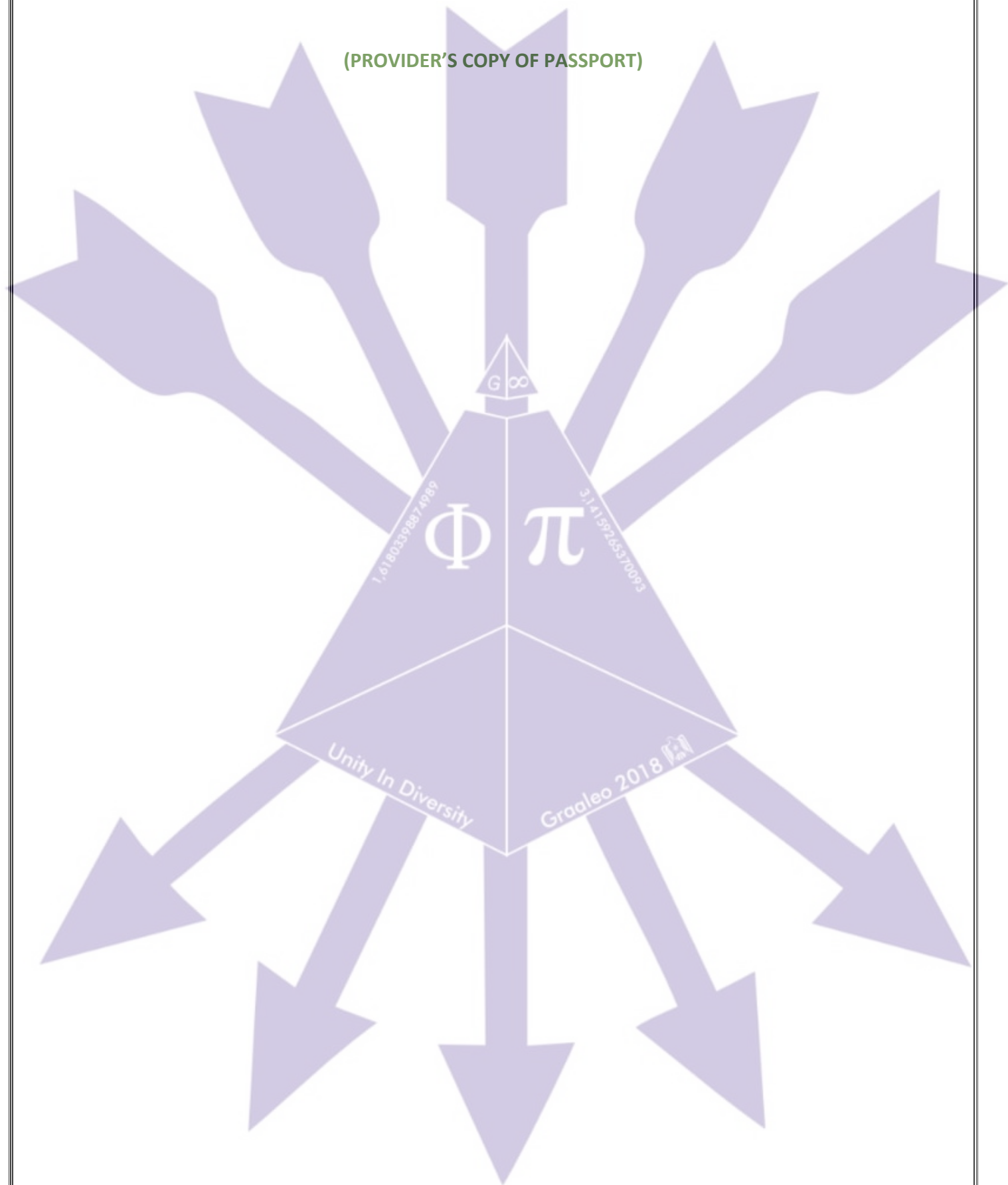
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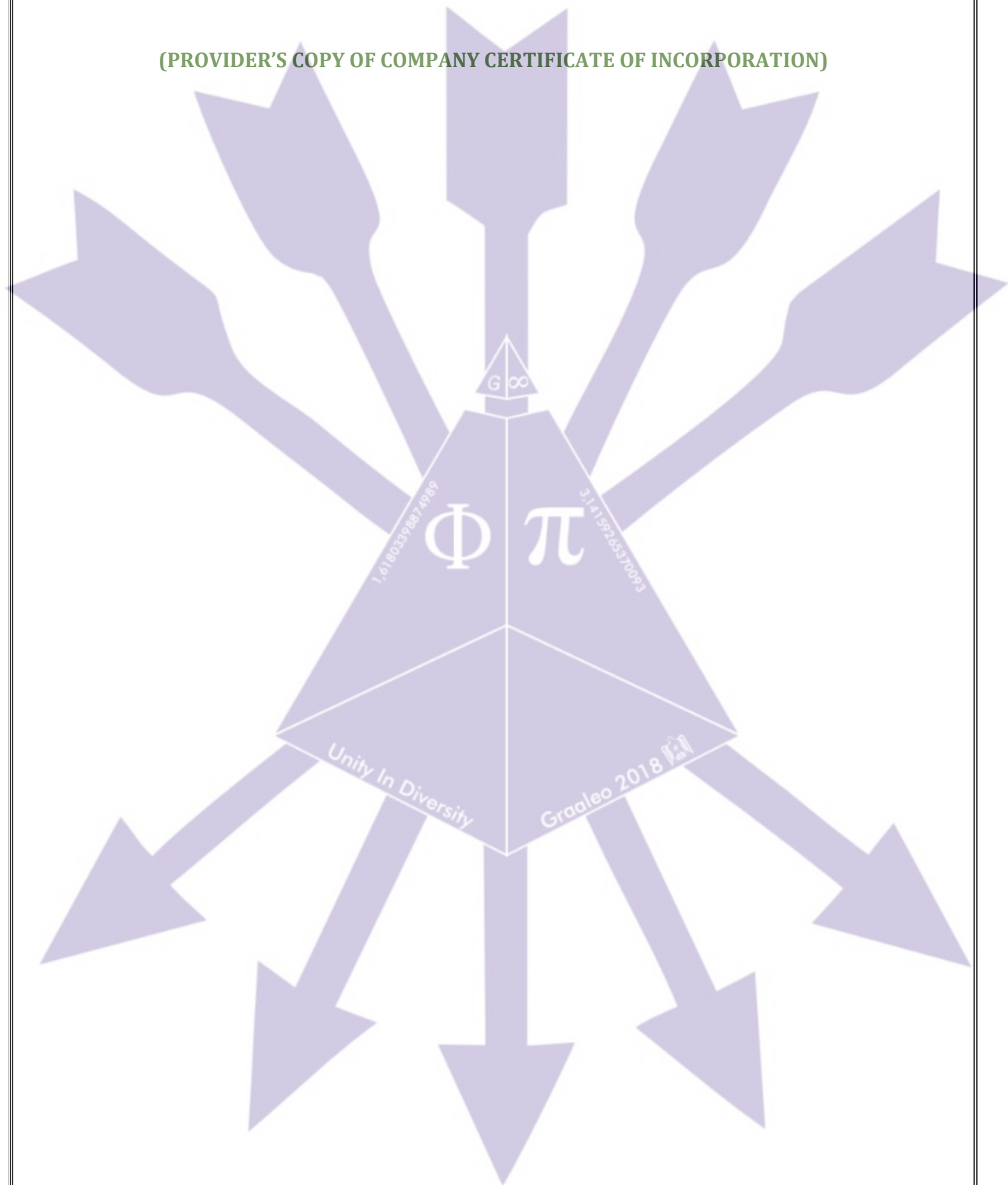
TRANSACTION CODE:  
SENDER'S CODE:  
RECEIVER'S CODE:

(PROVIDER'S COPY OF PASSPORT)



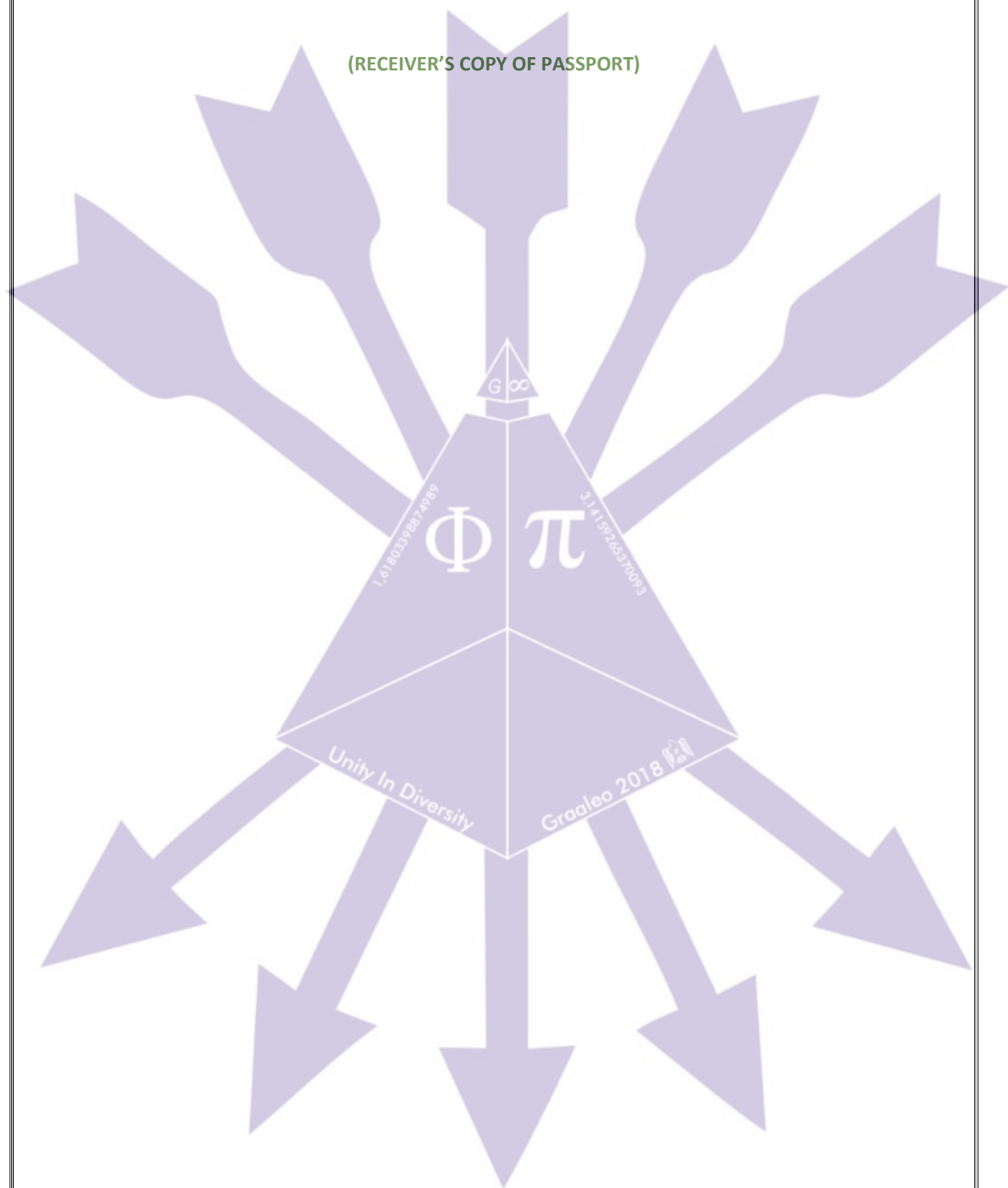
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RECEIVER'S CODE:

(PROVIDER'S COPY OF COMPANY CERTIFICATE OF INCORPORATION)



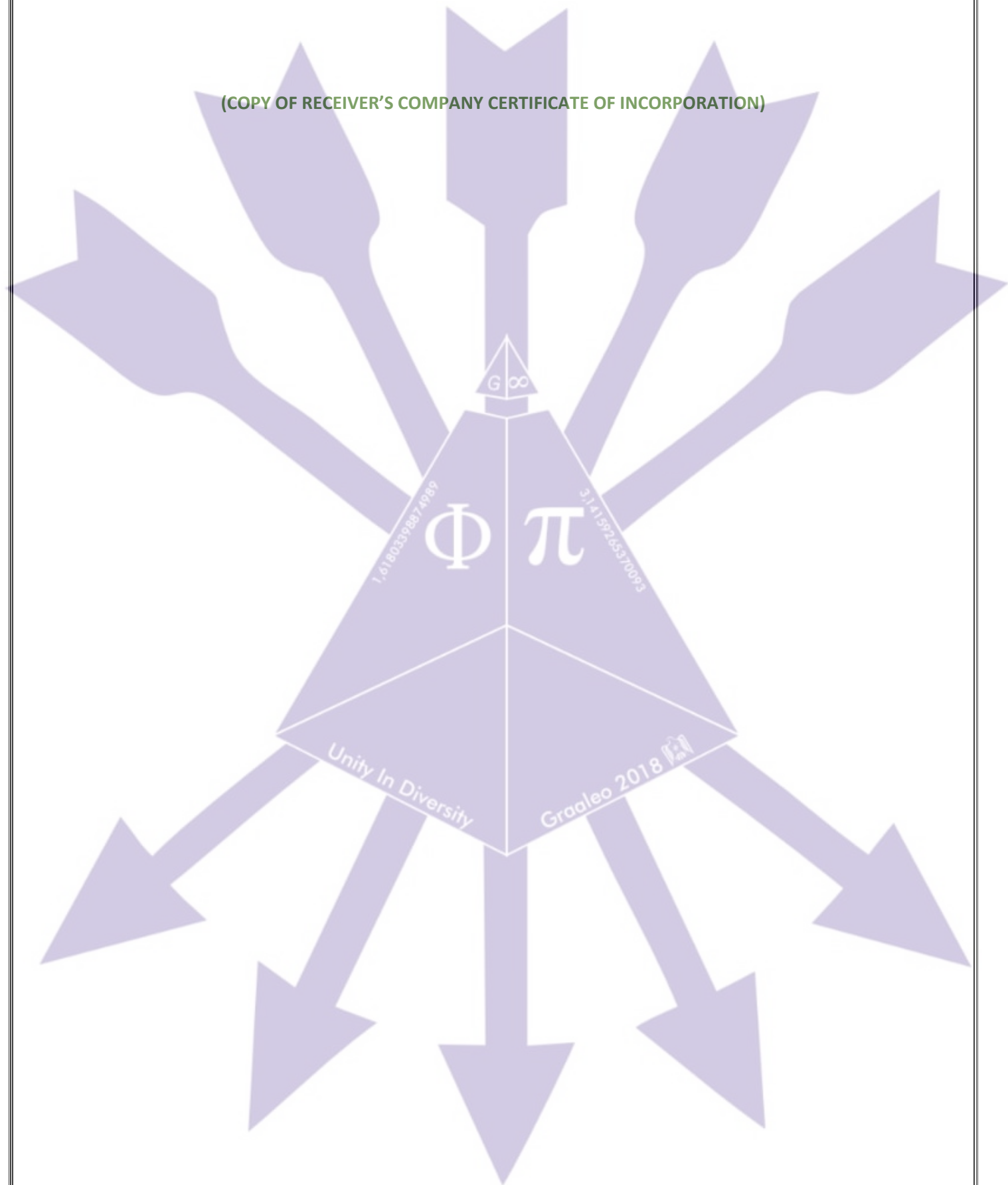
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RECEIVER'S CODE:

(RECEIVER'S COPY OF PASSPORT)



TRANSACTION CODE:  
SENDER'S CODE:  
RECEIVER'S CODE:

(COPY OF RECEIVER'S COMPANY CERTIFICATE OF INCORPORATION)



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