

## LESSEE/CLIENTS LETTER HEAD

TRANSACTION CODE:  
RECEIVER'S CODE:  
LESSOR'S CODE:  
SECURITY CODE:

Date: 00 00, 2021

### **EXCLUSIVE LETTER OF REQUEST VALID FOR 45 DAYS ONLY** **OR AS AGREED BY BOTH PARTIES**

TO:

I, **Buyer NAME, POSITION, WITH PASSPORT #**, ACCOUNT HOLDER AND AUTHORIZED SIGNATORY, HEREBY CONFIRM WITH FULL LEGAL AND CORPORATE RESPONSIBILITY, THAT WE ARE READY, WILLING AND ABLE TO UNDERTAKE FOR THE EXCHANGE OF THE HEREIN DESCRIBED **BANK GUARANTEE ("BG/SBLC")** DERIVED FROM LEGAL SOURCES AND OF NON-CRIMINAL ORIGIN THROUGH OUR BANKING RESOURCES UNDER THE TERMS AND CONDITIONS STATED HEREIN, AGAINST CLEAN, CLEAR, GOOD AND OF NON-CRIMINAL USD DOLLARS.

**WHEREAS**, the Beneficiary desires to receive a collateral facility from the Provider, in form of **Bank Guarantee (BG) or Standby Letter of Credit (SBLC)** for the purpose to secure working capital and proper management of his daily business, and further confirms with full corporate and legal responsibility that sufficient funds are available to cover the costs of the said credit facility.

**WHEREAS**, the Provider accepts Beneficiary's application for the collateral facility, in form of BG or SBLC, by issuing and transferring to the Beneficiary all its rights on BG or SBLC Title and any other interest, plus further represents and warrants that it has the ability and resource to cause the issuance and arrange through associates, contracts and sources, with full corporate responsibility, such financial instrument(s) as required and as per terms mutually agreed herein. The Provider hereby declares, under full penalty of perjury, that each BG or SBLC will be backed by good, clean, cleared, and of non-criminal origin cash Euro funds, free and clear of all liens, encumbrances and any third party interests.

**NOW THEREFORE**, the Beneficiary has agreed to receive the instrument(s) at certain cost and the Provider has agreed to issue/deliver said instruments based on the following terms and conditions:

#### **INSTRUMENT DESCRIPTION:**

1. Instrument: FRESH CUT BG/SBLC

**UNAUTHORIZED BANK CONTACTS RESULT IN CONTRACT TERMINATION**

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Buyer Initial:

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2. Issuing Bank: Deutsche Bank Frankfurt, UBS AG, ZURICH
3. Total Contract Value 500,000,000.00 min up to 10,000,000,000.00 USD/EURO with R&E
4. Term: ONE YEARS AND ONE DAY
5. First Tranche Minimum 10,000,000.00 USD/EURO or Above as agreed by both parties
6. Delivery pre advice and MT760
7. Lease Price 8%
8. Commission is 1% commission for seller side and 1% commission for buyer side.
9. Hard Copy: within 7 banking days by bank bonded courier

### TRANSACTION PROCEDURE:

1. Lessee sends letter of intent (LOI) to the Lessor. The LOI should contain copies of lessee's passport, Company Registration Certificate (if corporate Request), Company Director/Signatory Scanned Business Card, Company's Board resolution and Client's Information Sheet (CIS) with Full details of directors Official Email addresses, Personal email addresses, valid office phone Numbers, valid & working personal/Mobile Phone Numbers and all relevant contact information's

2. within 24 hours Provider/Lessor countersigns LOI and returns to Lessee with Details of Issuing bank, passport copy ETC. This LOI automatically becomes a **full commercial recourse contract**. Both parties shall lodge the executed contract with their respective banks. Lessee must provide Current account statement to show evidence of the availability of the Minimum indemnity deposit in his/her paying bank account. (Account must be on the name of the Applicant). Lessor must verify the account statement to be authentic and then clause 3 shall follow after Providers/lessors issuing bank compliance due diligence approval.

3. Within 3-6 banking days, issuing bank process transaction and perform Due Diligence on file and approve transaction. Issuing bank shall send swift Pre advice to Beneficiary bank by MT799. Provider/Lessor receive transmitted swift copy and shall send copy of the pre advice to Beneficiary/Lessee email address: ..... for confirmation. Lessor shall at same time also send to Lessee invoice & undertaking letter for the payment of Refundable Indemnity Deposit. **Note: Provider/Lessor fees receiving bank account shall be different from issuing Bank Account.** Beneficiary bank receive Pre-Advice and Lessee shall within 6-48 hours maximum transfer by fed wire the Refundable indemnity Deposit and send copy to Lessor for confirmation. (If client fail to pay deposit within 48 banking hours and send confirmation copy, provider's Bank shall withdraw and cancel the MT799 pre-advice from receiving bank screen) No form of excuse or reason of none payment shall be accepted by the provider.

4. Within 48 hours Client/Receiver pays Refundable Indemnity Deposit by Wire transfer. Within 2-3 banking days from receiving the Indemnity deposit, Lessor/Provider Bank shall

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send the instrument by MT760. Beneficiary bank receive, confirms & verifies BG/SBLC MT760; Client/Receiver shall within 1 – 10 Banking days' or as agreed by both parties pay Lessor/Provider total fees and Consultants commission by MT103 Fed Wire to receive the hard copy. **(Should Client/Receiver default to pay the fees to the Lessor/Provider and the Intermediaries fees as agreed on this contract within allowed number of days on confirmation of Swift MT760, Lessor/Provider shall instruct the issuing bank to put a claim on the Instrument thereby forcing the Client/Receiver bankers to return the BG/SBLC to the issuing Bank.)**

5. Within 3 banking days after Lessor/Provider receive Payment and brokers fees, Hard copy will be sent to beneficiary bank by bank-bonded courier.

6. **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.**

7. This Letter of Intent is a full recourse commercial commitment governed by the Law of the jurisdiction that both parties reside and standards under ICC Regulation.

### **8. SANCTIONS (NON PERFORMANCE)**

After this contract is signed by both Lessor/Provider and Lessee/Client, and copies exchanged electronically or otherwise by a delivery service, failure to follow the closing procedure on time and form herein is considered breach of this contract and puts the failing party in default position to pay a penalty fee of 5% of the total sum of the contract to the suffering Party. Lessor shall return in full Refundable Deposit to Lessee within 5 banking days if Lessor fails to deliver the MT760 within 3 Banking days in accordance to the closing procedure.

**All subsequent tranches will be based on the same procedures until collateral or funds become exhausted.**

**UNAUTHORIZED BANK COMMUNICATION:** Neither Party is allowed to contact the Bank of the other Party without the authorization of the Party whose bank is to be contacted. Any unauthorized contact act is breach of this contract.

### **EXPIRY PERIOD:**

This Agreement shall remain valid and full force for forty five (45) international banking days from the date of issue. After such time it shall expire. This Agreement document, if unsigned, shall be rendered NULL and VOID.

Notice: *This* is a private sale between two entities and is not to be construed as an offer of funds nor a sale of securities as defined in the Securities Act of 1933/34

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Schedule of the Refundable Indemnity Deposit			
10M	- 99.9M	EUR	365,000.00
100M	- 499.9M	EUR	595,000.00
500M	- 999.9M	EUR	715,000.00
1B	- 4.9B	EUR	975,000.00
5B	- 9.9B	EUR	1,350,000.00
10B	- 50B	EUR	1,475,000.00

**LESSOR/PROVIDER'S BANKING CO-ORDINATES TO ISSUE BG/SBLC:**

Bank:  
Bank Address:  
Bank Officer:  
Telephone:  
Fax:  
Account Name:  
Account Number:  
ABA Routing:  
SWIFT:  
For the benefit of:

**LESSOR/PROVIDERS BANKING CO-ORDINATES TO RECEIVE INDEMNITY DEPOSIT AND FEES:**

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

LESSOR/PROVIDER RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED; THE RECEIVING BANK IS DIFFERENT TO SENDING BANK. (IT'S OUR BANK REGULATIONS AND PROCEDURE).

**LESSEE/RECEIVERS BANKING COORDINATE TO RECEIVE INSTRUMENT BG/SBLC:-**

**BANK:**

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

LESSEE/ RECEIVERS BANKING COORDINATE TO PAY REFUNDABLE INDEMNITY DEPOSIT AND FEES:-

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

Agreed and Sign this date 00 00 2021 for and on behalf of Lessee/Client

For and on behalf of:

Title:

Passport No.:

Telephone No:

Nationality:

Email address

Seal:

Office Tel: 00000000

Hand phone: 0000000000000000

Mobile: 0000000000000000

Email address: xxxxxxxxxxxxxx

AGREED AND ACCEPTED BY THE LESSOR/PROVIDER THIS DAY 00 00 2021:

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NAME:  
TITLE:  
PASSPORT NO:  
PLACE OF ISSUE:  
DATE OF ISSUE:  
DATE OF EXPIRATION:  
NATIONALITY:  
Office Tel: 00000000  
Hand phone: 0000000000000000  
Mobile: 00000000000000  
Email address: xxxxxxxxxxxxxxx

### CLIENT INFORMATION SUMMARY

1. Date of Submission
2. Name of Company
3. Client Name (Signatory)
4. Passport NO:
5. Country of Residence
6. Passport Issue Date
7. Passport Expiry Date
8. Date of Birth (Place)
9. Address
10. Mobile Tel Number
11. Clients Email Address
12. Do you speak English?
13. Business Name
14. Business Address
15. Registered Office Domicile
16. Business Tax ID Number

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- 17. Years in Business
- 18. Registration Number
- 19. Country / State of Incorporation
- 20. CELL Number
- 21. Legal Adviser Mail Address
- 22. Address for Mail Delivery
- 23. Address for Courier Delivery
- 24. Bank Name

### BUYER'S BANKING COORDINATES

Bank Name:  
Bank Address:  
Bank Officer:  
Telephone:  
Fax:  
Account Name:  
Account Number:  
ABA Routing:  
SWIFT:  
For the benefit of:  
SIGNATORY:

### **BANKING MAY BE CHANGED WITH NOTICE**

- 37. How were Funds earned: (3 lines of brief explanation) -
- 38. Origin of Funds:  
Are funds free and clear?

### **39. Brief Overview of Corporate Activity:**

**Declaration: I/we swear under penalty of perjury, the information given above is both true and accurate. I am the signatory on the aforementioned bank account. All monies engaged in this transaction are derived from non-criminal origin: and are good cleared. The origin of funds is in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action Task Force (FATF) 6/01.**

**FOR AND ON BEHALF OF: LESSEE COMPANY NAME THIS 00 00, 2021**  
Accepted by the LESSEE:

**UNAUTHORIZED BANK CONTACTS RESULT IN CONTRACT TERMINATION**

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## LESSEE/CLIENTS LETTER HEAD

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SECURITY CODE:

For and on behalf of:

Title:

Passport No.:

Telephone No:

Nationality:

Email address

Seal:

Office Tel: 00000000

Hand phone: 0000000000000000

Mobile: 00000000000000

Email address: xxxxxxxxxxxxxxxx

### CLIENTS / LESSEE PASSPORT

### CLIENT/LESSEE COMPANY CERTIFICATE

### CLIENTS/LESSEE SCANNED BUSINESS/COMPLIMENTARY CARD

### CLIENT COMPANY BOARD RESOLUTION

This is to certify that a quorum of directors of XXXXXXXXXXXXXXXX LIMITED (Hereinafter called the "Company") with its address : .....attended in person or by telephone/video conference a Board of Directors meeting which was duly noticed and held on 00 00, 2021. A detailed discussion regarding various

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issues and aspects of this transaction was held to the full satisfaction of the Board members and the following resolutions were unanimously adopted:

RESOLVED THAT **MS/MR/MRS .....**CEO, and Authorized Signatory of **XXXXXXXXXXXXXXXXXXXXX LIMITED**, holder of Thai Passport No. **0000000000**, shall be and hereby is appointed and fully authorized to act individually as sole representative of Company to execute all necessary documents on behalf of Company in connection of the benefit of the Company for obtaining Collateral Security, and to effect opening and operation of the bank accounts on behalf of and for benefit of the Company at any Bank(s) she shall select and be a signatory thereon to accept and disburse funds from said accounts at her discretion and determination, and to execute investment, with her selected sources and Banks with respect to Company's deposits therein, at her discretion, for and in best interest of Company.

RESOLVED THAT MS. XXXXXXXXXXXXXXXXXXXX, CEO, and Authorized Signatory of the Company, is hereby authorized to certify that the foregoing resolutions and provisions thereof are in conformity with the charter, by laws and articles of incorporation of the Company, and that the foregoing resolution and the authority thereby conveyed shall remain in full force and effect until the purposes set forth herein are accomplished.

It is further certified that the foregoing resolutions have never been modified or amended and are now in full force and effect. The above named representative of the company has been duly elected a appointed to hold office, the representative is presently holding office, and is empowered to act for and on behalf of the company. This fax or email copy of the Board Resolution shall be of equal value and effect to the original, and shall be accepted as such by everyone, for all purposes, everywhere.

There being no further business to come before the meeting, upon the motion duly made, seconded and unanimously carried, the Meeting was adjourned.

In witness whereof, I have hereunto set our hand and seal of the company in our own free will and act, in certification of the above resolutions and provisions on this 00 00, 2021.

For and on behalf of:

Title: CEO

Passport No.:

Nationality:

**Office Tel: 00000000**

**Hand phone: 0000000000000000**

**Mobile: 00000000000000**

**Email address: xxxxxxxxxxxxxxxx**

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Signature Page Continued Next Page

"I certify that this is a true copy of my original Passport"

For and on Behalf of **CLIENT/LESSEE**

For and on behalf of:

Title:

Passport No.:

Telephone No:

Nationality:

Email address

Seal:

Office Tel: 00000000

Hand phone: 0000000000000000

Mobile: 00000000000000

Email address: xxxxxxxxxxxxxxxx

For and on Behalf of **PROVIDER/LESSOR**

For and on behalf of:

Title:

Passport No.:

Telephone No:

Nationality:

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Seller Initial:

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TRANSACTION CODE:  
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SECURITY CODE:

Email address

Seal:

Office Tel: 00000000

Hand phone: 0000000000000000

Mobile: 00000000000000

Email address: xxxxxxxxxxxxxx

**PROVIDER/LESSOR PASSPORT COPY**

**LESSOR COMPANY CERTIFICATE**

### CONDITIONS:

This **Agreement is a FULL RECOURSE COMMERCIAL COMMITMENT** governed by the laws of the jurisdictions in which both/all the parties reside and standards under ICC Regulations.

The FORCE MAJEURE exception clause of the International Chamber of Commerce (I.C.C. Publication #421) and NON-CIRCUNVENTION AND NON-ELUSION & WORKING AGREEMENT, is hereby incorporated in and made an integral part of this document.

All THE parties hereby affirm and attest that each has the authority to accept and execute this full legal contract and to be bound by its terms and condition.

This transaction constitutes BG Credit Facility of a Bank instrument, conducted between Two (2) Principal entities to be defined by contract and as such, is not intended to be nor shall be interpreted as a securities transaction as defined by the U.S. Securities Act of 1933/1934 or as

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amended by law or any other nation.

BY SIGNING THIS LOI, ALL THE PARTIES, BG ISSUER BANK, BUYER BANK, BUYER AND SELLER AGREE UNDER THE LAWS AND TRADING GUIDELINES SET FORTH BY THE ICC THAT THEY ARE READY WILLING AND ABLE TO COMPLETE THIS TRANSACTION UNDER THE TERMS AND CONDITIONS STATED WITHIN THIS LETTER OF INTENT.

SIGNED THIS 00TH DAY OF 00 2021,

Office Tel: 00000000

Hand phone: 0000000000000000

Mobile: 0000000000000000

Email address: xxxxxxxxxxxxxxxx

FOR AND ON BEHALF OF CLIENT:

### NON-CIRCUMVENTION AND NON-DISCLOSURE

ALL PARTIES DO HEREIN AGREE THAT THE NON-CIRCUMVENTION AND NON-DISCLOSURE RULES (NCND) OF ALL ISSUES FROM THE ICC 500 APPLY TO THIS TRANSACTION FOR A PERIOD OF FIVE (5) YEARS FROM DATE OF EXECUTION OF THIS AGREEMENT BY THE UNDERSIGNED, HIS OR HER ASSIGNS, AGENTS AND/OR HEIRS. THIS NCND ALSO APPLIES TO ANY AND ALL OTHER TRANSACTIONS DIRECT OR INDIRECT INITIATED BY THESE INTERMEDIARIES. THE UNDERSIGNED AGREES THAT THIS FEE PROTECTION IS ASSIGNABLE AND TRANSFERABLE TO THE BENEFICIARIES, DESIGNS, HEIRS AND ASSIGNS UPON WRITTEN NOTICE OF ALL PARTIES, AND SHALL NOT BE AMENDED WITHOUT THE EXPRESS WRITTEN CONCENT OF THE PARTIES. IF NO CONTRACT IS COMSUMMATED, THIS FEE PROTECTION AGREEMENT IS NULL AND VOID IN ITS ENTIRETY.

ALL DISCLOSED BANKING INFORMATION SHALL BE STRICTLY CONFIDENTIAL. NO COMMUNICATION BETWEEN BANKING OFFICERS. OTHER THAN TRANSMISSION BY SWIFT WIRE TRANSFER AND ANY OTHER TRANSMISSION SPECIFICALLY AUTHORIZED BY THE BENEFICIARIES, IS PERMITTED. ALL COMMUNICATION SHALL CLEARLY REFERENCE THE TRANSACTION CODE, THE SELLER'S CODE AND THE BUYER'S CODE REFERRED TO HEREIN. SHOULD A CONTRACT BE SIGNED BETWEEN THE SELLER AND BUYER, A BANK ENDORSED CORPORATE PAY ORDER WILL BE ISSUED TO THE PAYMASTER OF EACH GROUP, FOLLOWED BY A SWIFT WIRE TRANSFER TO THE PAYMASTER'S ACCOUNT, WHEN PAYMENT FOR THE BANK INSTRUMENT IS COMPLETED. AN EXECUTED FACSIMILE OR EMAIL COPY SHALL BE DEEMED TO BE AS AN ORIGINAL.

Executed this day 00 00 2021 by Client/Lessee

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Seller Initial:



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SECURITY CODE:

For and on behalf of:

Title:

Passport No.:

Telephone No:

Nationality:

Email address

Seal:

Office Tel: 00000000

Hand phone: 0000000000000000

Mobile: 00000000000000

Email address: xxxxxxxxxxxxxx

### NON-SOLICITATION LETTER

I, **buyer name, title, with Passport #, ,** do hereby confirm that I have requested of you and your associates, specific confidential information and documentation regarding a currently available Private Placement Program to serve for our interest, purposes and understanding only, and not for further distribution. We are hereby agreeing to keep all information received by you as **STRICLY CONFIDENTIAL AND PROPRIETARY**.

I hereby declare that I am fully aware that the information presented by you is not in any way considered or intended to be solicitation of funds of any sort, or any type of offering, but is intended for general knowledge and educational purposes only. I affirm that I have requested information from you and your associates of my own choice and free will, and further that you have not solicited me in any way.

I understand that the completed transaction is strictly one of private placement, and that it is in no way relying upon or relating to the United States Securities Act of 1933 or related regulations, and it does not involve the sale of registered securities.

Further, I hereby declare that I am not a licensed broker or government employee. I have mutually agreed that this private placement transaction is exempt from the Securities Act, and is not intended for the general public, and all matters are for **PRIVATE USE ONLY** Agreed and Accepted by the **CLIENT/LESSEE:**

THIS 00, 2021

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For and on behalf of:

Title:

Passport No.:

Telephone No:

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Seller Initial:

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SECURITY CODE:

Nationality:

Email address

Seal:

Office Tel: 00000000

Hand phone: 0000000000000000

Mobile: 00000000000000

Email address: xxxxxxxxxxxxxx

### FEE PROTECTION AGREEMENT

Irrevocably and unconditionally, without protest, demand or delay, promise and guarantee to pay consultancy fees of **Two Percent (2%)** of the face value of the instruments, for the benefit of the consultants being hereinafter called collectively the "beneficiaries" and individually a "Beneficiary".

The said consultancy fee shall be paid upon the successful closing of each and every tranche concurrently with each payment of the instruments purchased by us. Further, the said consultancy fees shall be paid in good, clean clear and unencumbered Euros/Dollars and delivered, via wire transfer, to your designated trust/bank account coordinates.

This "Fee Agreement-Pay Order" is unconditional, assignable and divisible. This "Fee Agreement-Pay Order" shall endure to the benefit of the beneficiaries and their respective heirs, administrators, successors and assigns, as the case may be, and shall be binding and enforceable upon us, our successors and assigns as the case may be, until this transaction, including any renewals, extensions and additions are fully completed.

This Fee Agreement-Pay Order, if transmitted by facsimile or electronic mail shall be considered an original, legally enforceable document.

Generally recognized International Standards of Non Circumvention and Non-disclosure are applicable for a period of Five Years from the date of this document or the last date of the contract including any renewals, extensions and additions are fully completed and we agree to respect those.

We hereby declare that we are fully aware that the information received from you is in direct response to our request and is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, and is intended for our general knowledge only. We hereby affirm, under penalty of perjury, that we have requested

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information from you and your organization by our choice and free will, and further that you have not solicited us in any way. Intermediaries are NOT Advisors of any kind.

Parties to this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this agreement construes or creates a partnership or employer/employee relationship between or among the parties hereto. All taxes, federal, state or other are the independent responsibility of each of the parties hereto.

The above stated codes, (the seller's code to be provided by the seller) and any other identification codes shall remain the same and shall not be changed until this transaction including any renewals, extensions and additions are fully completed and we agree to respect those. The transaction code may be amended only by agreement between all parties hereto. This transmission via facsimile will be accepted as an original and I confirm that I have authority to execute this Pay Order.

Irrevocable Fee Protection / Irrevocable Pay order for Consultant Fees of **Two Percent (2%)** of the face value from each and every tranche of this transaction, including any rolls or extensions, to be paid to buyer's broker only :

### **TOTAL COMMISSION OF ONE [1%] TO PROVIDER/LESSOR MANDATE (open)**

PAYMASTER NAME	
BANK NAME	
BANK ADDRESS	
SWIFT CODE	
ACCOUNT HOLDER	
ACCOUNT NUMBER	
BENEFICIARY EMAIL TO RECEIVE WIRE COPY:	

### **TOTAL COMMISSION OF ONE [1%] TO CLIENT/LESSEE SIDE**

PAYMASTER NAME	
BANK NAME	
BANK ADDRESS	
SWIFT CODE	
ACCOUNT HOLDER	
ACCOUNT NUMBER	

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BENEFICIARY EMAIL TO  
RECEIVE WIRE COPY:

This Fee Protection Agreement have agreed and executed by the undersigned on the date of 00 2021.

For and On behalf of the Client/Lessee.

\_\_\_\_\_  
Name:  
Nationality:  
Passport #:  
Issue date:  
Expiry date:  
Place of Issue:

**BUYER MAY REPLACE WITH BUYER BANKERS TEXT**  
**SBLC SPECIMEN**

**NOTE: For US transactions this verbiage will be modified accordingly**

Issuing Bank :  
Swift Code :  
C R C :  
Bank Officer :  
Reference :  
Letter of Credit No. :  
Currency :  
Amount :  
Beneficiary :  
Date of Issue :  
Date of Maturity :  
Date of Expiry :  
Applicant Name :  
Applicant Address :  
Account No. :  
ISIN :

We, <BANK NAME & ADDRESS>, at the request of the above referenced applicant, hereby establish our irrevocable, transferable, assignable, and divisible Letter of Credit in favor of <BENEFICIARY> and

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or holder hereof in the amount of \_\_\_\_\_ Million United States Dollars (\$0,000,000.00) available by draft upon presentation.

Such draft, drawn under this credit, must be marked on its face drawn under <BANK NAME>, Letter of Credit No. <REFERENCE NUMBER> dated <DATE OF ISSUE> and may be drawn and negotiated on but not before the maturity date but prior to the expiration date hereof.

This Letter of Credit is irrevocable, divisible, transferable and assignable without presentation to us or payment of any fee and is drawn in accordance with and is subject to "Uniform Customs Practices for Documentary Credits" as established by the International Chamber of Commerce (ICC) London, United Kingdom, Publication 500/600 (latest revision).

We hereby agree with the drawer, endorser, and/or bona fide holder of the draft drawn under, and in compliance with, the terms of this Letter of Credit, that such drafts will be duly honored at any of our counters worldwide, upon presentation to the drawer hereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Bank Officer

Bank Officer

**BUYER MAY REPLACE WITH BUYER BANKERS TEXT**

### **THE BANK GUARANTEES FORMAT SWIFT MT 760 AS FOLLOWS:**

#### DESTINATION

BANK NAME :  
ADDRESS :  
ACCOUNT NUMBER:  
ACCOUNT NAME :  
BANK OFFICER :  
SWIFT CODE :  
BENEFICIARY : **BENEFICIARY COMPANY NAME**  
AMOUNT : (100,000,000.00)  
CURRENCY : EURO

-----NORMAL-----

BANK GUARANTEE # : XXX/1001  
CURRENCY : EURO  
PRINCIPAL AMOUNT : 100,000,000 .00  
DATE OF ISSUE : 00.00.2021  
MATURITY DATE : 00.00.2022  
DATE OF EXPIRY : 00.00.2022

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Seller Initial:

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TRANSACTION CODE:  
RECEIVER'S CODE:  
LESSOR'S CODE:  
SECURITY CODE:

BENEFICIARY : BENEFICIARY COMPANY NAME  
PLACE OF ISSUE : XXXXX

FOR THE VALUE RECEIVED, WE ISSUING BANK, ISSUING COUNTRY, HEREBY IRREVOCABLY AND UNCONDITIONALLY WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST THIS BG/SBLC/MTN/CD TO THE ORDER OF BENEFICIARY COMPANY NAME OR THE BEARER OR HOLDER THEREOF AT MATURITY THE SUM OF EURO/USD IN THE LAWFUL CURRENCY OF EURO/USD , AT FIRST DEMAND UPON PRESENTATION AND SURRENDER OF BG/SBLC/MTN/CD AT THE COUNTER OF THE ISSUING BANK, ISSUING COUNTRY

BG/SBLC/MTN/CD IS GUARANTEED WITH FULL BANK RESPONSIBILITY BY THE ISSUING BANK, ISSUING COUNTRY

SUCH PAYMENT WILL BE MADE WITHOUT SET-OFF AND SHALL BE FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEES, OR WITHHOLDINGS OF ANY NATURE, NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF THE ISSUING COUNTRY OR ANY POLITICAL SUBDIVISION OF AUTHORITY THEREOF OR THEREIN.

THIS BG/SBLC IS NEGOTIABLE, ASSIGNABLE, DIVISIBLE AND TRANSFERRABLE WITHOUT PRESENTATION TO US AND PAYMENT OF ANY TRANSFER FEES AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF ISSUING COUNTRY

THIS GUARANTEE IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE, PUBLICATION NUMBER ICC 500 LATEST REVISIONS. ALL CHARGES ARE FOR THE ACCOUNT OF THE BORROWER. THIS GUARANTEE EXPIRES ON \_\_\_\_ OF XXXXX 2022.

FOR AND ON BEHALF OF: \_\_\_\_\_

BANK OFFICER NAME  
ISSUER BANK  
DESIGNATION  
OFFICER CODE

BANK OFFICER NAME  
ISSUER BANK  
DESIGNATION  
OFFICER CODE

UNAUTHORIZED BANK CONTACTS RESULT IN CONTRACT TERMINATION

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Buyer Initial:

Seller Initial:

## LESSEE/CLIENTS LETTER HEAD

TRANSACTION CODE:  
RECEIVER'S CODE:  
LESSOR'S CODE:  
SECURITY CODE:

### BANKER PRE-ADVICE SWIFT MT799

BUYER MAY REPLACE WITH BUYER BANKERS TEXT

#### -----MESSAGE HEADER-----

SWIFT INPUT: MT-799

SENDER:

BANK NAME:

BANK ADDRESS:

SWIFT CODE:

BANK OFFICER:

AMOUNT:

ACCOUNT NAME:

ACCOUNT NUMBER:

RECEIVER:

BANK NAME:

BANK ADDRESS:

SWIFT CODE:

BANK OFFICER:

AMOUNT:

ACCOUNT NAME:

ACCOUNT NUMBER:

IN FAVOR OF:

#### -----SWIFT MESSAGE TEXT-----

ATTENTION: .....(ACCOUNT BANK OFFICER)

WE -----(ISSUING BANK AND ADDRESS)-----, HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT WE ARE READY TO ISSUE AND DELIVER ONE (1) BANK GUARANTEE (BG) ICC FORMAT ON BEHALF OF OUR CLIENT, -----ORDERING CUSTOMER()----- IN THE TOTAL AMOUNT OF ----(AMOUNT IN WORDS)(AMOUNT IN FIGURES) IN FAVOR OF ----(BENEFICIARY)-----, ACCOUNT NUMBER:-----

THIS SWIFT MESSAGE IS VERIFIABLE ON NORMAL BANK-TO-BANK BASIS WITH FULL BANKING RESPONSIBILITY, UPON RECEIPT OF CLEARANCE FROM OUR CLIENT.

THERE WILL BE NO LIENS AND ENCUMBRANCES ON THIS INSTRUMENT WHICH SHALL BE DELIVERED AND AVAILED VIA MT760 AND EXACT BANK GUARANTEE (BG).

THESE PRE-ADVISE IS VALID FOR THREE (3) INTERNATIONAL BANKING DAYS ONLY AS AN OPERATIVE INSTRUMENT, NO MAIL CONFIRMATION WILL FOLLOW. ALL CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

FOR AND ON BEHALF OF ----- (ISSUING BANK AND ADDRESS) -----.

THANKS AND REGARDS,

BANK OFFICER:

BANK OFFICER:

UNAUTHORIZED BANK CONTACTS RESULT IN CONTRACT TERMINATION

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Buyer Initial:

Seller Initial:

## LESSEE/CLIENTS LETTER HEAD

TRANSACTION CODE:  
RECEIVER'S CODE:  
LESSOR'S CODE:  
SECURITY CODE:

Delivery schedule can be amended by client

### Delivery Schedule of Euro 50,000,000,000 (FIFTY BILLION)

Tranche NO.	WEEKLY/ Date	QTY	TOTAL QTY (BALANCE)
1	00/00/Year	500,000,000	500,000,000
2	00/00/Year	4,500,000,000	5,000,000,000
3	00/00/Year	5,000,000,000	10,000,000,000
4	00/00/Year	5,000,000,000	15,000,000,000
5	00/00/Year	5,000,000,000	20,000,000,000
6	00/00/Year	5,000,000,000	25,000,000,000
7	00/00/Year	5,000,000,000	30,000,000,000
8	00/00/Year	5,000,000,000	35,000,000,000
9	00/00/Year	5,000,000,000	40,000,000,000
10	00/00/Year	5,000,000,000	45,000,000,000
11	00/00/Year	5,000,000,000	50,000,000,000

Buyer Initial:

Seller Initial: