

SWIFT GPI AUTO CASH TRANSFER MT103-WITH UETR

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AGREED INSTRUMENT	Swift GPI AUTO CASH TRANSFER MT103 -WITH UETR CODE
FIRST TRANCHE:	€ 50,000,000,000.00 (FIFTY BILLION EURO) OR AS AGREED
TYPE OF INSTRUMENT AVAILAABLE (SELECT ONE)	Swift GPI AUTO MT103-WITH UETR CODE
PURPOSE OF FUNDS	Investment and Projects Funding
TOTAL FACE VALUE:	€ 50,000,000,000.00 (FIFTY BILLION EURO) OR AS MUTUALLY AGREED
FIRST TRANCHE:	€ 499,000,000.00 (FOUR HUNDRED AND NINETY-NINE MILLION EURO)
SECOND TRANCHE:	€ 10,000,000,000.00 (TEN BILLION EURO)
THIRD TRANCHE:	€ 39,501,000,000.00 (THIRTY-NINE BILLION FIVE HUNDRED AND ONE MILLION EURO)
RATIO FOR SENDER	45% (FORTY FIVE PERCENT) – OR AS MUTUALLY AGREED
RATIO FOR RECEIVER	45% (FORTY FIVE PERCENT) – OR AS MUTUALLY AGREED
RATIO FOR CONSULTANTS	5.0% Receiver Mandate, 5.0% Investor Mandate
DELIVERY BY SENDER:	SWIFT SYSTEM / SWIFT GPI SYSTEM
PAYMENT MODE & DURATION	SWIFT GPI WIRE TRANSFER, WITHIN FIVE (5) BANKING DAYS UPON RECEIPT AND CLEARING OF THE FUNDS
FUND LOCATION GUIDELINE 1:	The Receiver BO should have access to GLOBAL SWIFT INTERNATIONAL SYSTEM in the SWIFT ROOM/SERVER ROOM of the BENEFICIARIES Bank – Preferably at BANK HEAD OFFICE OR AT CENTRAL SERVER/SWIFT ROOM of the Bank Head Office and not in Branch Office.
FUND LOCATION GUIDELINE 2:	The Tracking Code identifies a financial transaction consisting in a Swift transfer. The BO must start by first accessing the Global Swift International system, NOT the GPI Facility that is meant to be a pure downloading device to be used only to input the funds amount manually in the right place under the hereinafter described circumstances! The BO should locate the funds and track the TRN peripherally (i. e. within Global Swift International) First.
PAYMENT GUARANTEE LETTER	BANK ENDORSED OR CORPORATE ENDORESED - PGL AS AGREED
Remark 1 (AUTO MODE)	We can do SWIFT GPI AUTOMATIC Mode
	But 99% receiver does not know the real technical meaning of GPI AUTOMATIC - As they think without doing anything Money will reflect in their account.
	Technical Meaning of AUTOMATIC MODE
	AUTO MODE - means AUTO COMPENSATION, it will have AUTO Clearing if everything is OK. But they have to always do the Acceptance of incoming Payment and to LOCATE the Transfer.
Remark 1 (MT 199)	NO MT 199, NO BO TO BO, NO EMAIL COMMUNICATION. HOWEVER, THE MT199 IF REQUIRED BY THE RECEIVER BANK THAN THE RECEIVER HAS TO PROVIDE UPFRONT COST FOR SUCH MT199. BO TO BO WITHOUT PRIOR PERMISSION WILL LEAD TO CONTRACT CANCELLATION.
Remark 3 (Bank Fee)	FOR EACH TRANSACTION THE SENDER IS RESPONSIBLE FOR PAYING BANK PROGRAMMING COST, before upload of the transaction.

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TECHNICAL PROCEDURE OF FUND LOCATION & EXTRACTION – USING SWIFT GLOBAL INTERNATIONAL SCREEN GPI SYSTEM

SWIFT GPI MT103 DIRECT CASH TRANSFER – WITH UETR CODE SWIFT GPI MT103 SEMI-AUTOMATIC/AUTOMATIC- WITH UETR CODE



The global provider
of secure financial messaging services

Normally all funds arrive in Common Account | Incoming Payment Folder or at GLOBAL SWIFT INTERNATIONAL SYSTEM. Always any mode of TRANSFER incoming funds to be Located and accepted for Incoming. Funds SHOULD ALWAYS BE LOCATED THROUGH "TRACKING CODE" or "TRN NO AS IN FIELD F20". AS UETR CODE IS JUST A CONFIRMATION CODE THAT FUNDS ALREADY SENT AND WENT OUT OF SENDER BANK SYSTEM

- A. **QUALIFICATION OF THE BO & SYSTEM REQUIREMENT:** First of all, the Receiver's Bank Officer in charge of the transaction must have the appropriate system credentials (i.e., he must be a **14th + level bank officer**) and he should have access to GLOBAL SWIFT INTERNATIONAL SYSTEM in the SWIFT ROOM/SERVER ROOM of the BENEFICIARIES Bank – Preferably at BANK HEAD OFFICE OR AT CENTRAL SERVER/SWIFT ROOM of the Bank Head Office.
- B. **INFORMATION REQUIRED TO LOCATE:** All information of the Transfer is with the receiver in the Transfer he got from the sender through the SWIFT/WIRE TRANSFER SLIP and find the wire transfer amount remitted to the receiver. The information needed for the download to take place are in the delivery slip. No other document will be provided as none will be required.
- C. **LOCATE BY TRN Code:** Different mode of transfer identifies TRN codes differently, in most of the case codes on FIELD F20 or codes on the TRACK CODE are considered to be TRN. In some cases, UETR code also act as TRN.

Note: "GPI" stands for "Global Payments Innovation", the most efficient Swift platform to administer cross borders payments. GPI SWIFT Codes are: Alphanumeric (hexadecimal characters) Generated by the System and registered in the MT103/202 Swift Copy Under the "UETR" Column or "Tracking code" or code under "Field F20", separately or independently called "TRN".

FUND NOT TO BE LOCATED THROUGH UETR CODE- AS UETR CODE IS CONFIRMATION CODE THAT FUNDS ALREADY SENT AND WENT OUT OF SENDER BANK SYSTEM

- D. **TO LOCATE THE TRANSFER:** The TRN identifies a financial transaction consisting in a wire transfer. The BO must start by first accessing the Global Swift International system, NOT the GPI Facility that is meant to be a pure downloading device to be used only to input the funds amount manually in the right place under the hereinafter described circumstances!! The BO should locate the funds and track the TRN peripherally (i. e. within Global Swift International) First.
- E. **SEMI AUTO PROCESS TECHNICAL PROCESS :** Once the wire transfer amount has been located successfully on Global Swift International system in the SWIFT ROOM/SERVER ROOM , then bank officer needs to enter into the GPI "Pending" folder, and input the TRN and / or the UETR again which was sent to the receiver, to his banking coordinates (i. e. the bank account number/IBAN and the Swift Code/BIC of the branch from which the bank account is operated), and simply position the funds manually onto the Receiver's bank account field.
- IMPORTANT NOTICE:** The Receiver's Bank Officer must be perfectly aware that his task is to carry out a transaction which is **NOT AUTOMATIC** , that's why it's called **SEMI-AUTO**, as part of the process to be done Manually by the BO, the "**Compensation**" needs to be projected and set up before even entering into the GPI facility and must be accomplished after positioning the wire transfer amount onto the bank account field and before leaving the GPI facility.
- F. The wire transfer amount must then be inputted manually onto the account field of the receiver's bank account before the bank officer exits the GPI IT facility and credited thereafter to the receiver himself.
- Note:** BO cannot locate anything unless he has access to GLOBAL SWIFT INTERNATIONAL SYSTEM from the SWIFT ROOM/SERVER ROOM of the BENEFICIARIES Bank – Preferably at Bank Head Office or at Central Server/Swift Room of the Bank Head Office. **Again, the funds cannot be downloaded from an external server that will never work it must be done in the swift room of the bank!**
- G. The Bank Officer should not quit the Swift GPI interface before crediting the cash amount to the RECEIVER's bank account, otherwise the TRN may lose its connection with the associated funds then becoming utterly useless.
- H. To make sure the Bank Officer may enjoy the highest chances for concluding the transaction successfully, he should track the funds peripherally in Global Swift and input them to the RECEIVER's bank account through the GPI system on the same day and seamlessly, i.e., without any break between the two operational stages.

Disclaimer: The above technical guideline are purely suggestive/indicative Guidelines only. Sender take no responsibility of loss of fund if process is not followed correctly. Moreover, Many Banks has different setup & different software versions as such the Receiver may/must consult his Bank Officer before requesting any of the Investment fund offered under this contract. Moreover RECEIVER MUST HAVE SPECIAL GLOBAL INVESTMENT BANK ACCOUNT, OPEN CREDIT LINE OR OWN FUNDS TO ACTIVATE CLEARING PROCEDURE, ALL NECESSARY APPROVALS FROM LOCAL CENTRAL BANK, ECB, ECONOMIC OR HUMANITARIAN PROJECTS ETC.

4.2 PROCEDURE: TRANSACTION PROCEDURES:

4.2.1 Investor sends the Agreement to Receiver for reviewing.

4.2.2 Receiver reviews the Agreement and returns signed/sealed Agreement to Investor if acceptable.

4.2.3 Both Parties lodge the Agreement to their respective Banks and notifies the Party through is authorized with an official mandate.

4.2.4 Investor Bank transfer the agreed Amount of Funds to Receiving Bank for Investing purpose from one the **AGREED INSTRUMENT** as listed in **TYPE OF INSTRUMENT AVAILABLE in clause 4.1.1 DETAILS OF TRANSACTION** and sends sanitized SWIFT Copy and PGL (or IMFPA) to Receiver.

4.2.5 Receiver/Receiving Bank **trace the Funds by using TRN & UETR CODE.**

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5.1 PLEASE NOTE: There is no provider's bank officer investments at any stages of the download. No phone or screen verification at all. The only possibility is to verify after the download finished, and the Partner account is credited. Please make sure that bank of Partner of Partner officer will not be provided by any authorization or contact with provider's bank officer.

6.TARGETED USE OF THE FUNDS THEIR DISTRIBUTION.

6.1 Investment in the projects

6.2 Development of several companies to work with, in the field of exports and imports in Western and Eastern Europe etc. Consulting services for the support and implementation of credit lines.

6.3 All the necessary documents on the distribution of funds, will be an integral part of this Agreement, and will be additions to the granting of this Agreement.

7. CONFIDENTIAL INFORMATION AND SECURITY.

7.1 In connection with present Agreement, the Parties will provide each other with the information concerning the designated fiduciary banks originating in writing by each Party and is designated as confidential which the Parties hereby agree to treat as "confidential information". The Parties understand and agree that any confidential information disclosed pursuant to this Agreement is secret, proprietary and of great value to each Party which value may be impaired if the secrecy of such information is not maintained.

7.2 The Parties further agree that they will take reasonable security measures to preserve and protect the secrecy of such. "confidential information" and will hold such information in trust and not to disclose such information, either directly or indirectly to any person or entity during the term of this Agreement or any time following the expiration or termination hereof; provided, however, that the Parties may disclose the confidential information to an assistant, agent or employee who has agreed in writing to keep such information confidential and to whom disclosure is necessary for the providing of services under this Agreement.

7.3 Separate introductions made through different intermediary chains may result in other transactions between the Parties will not constitute a breach of confidential information, provided such new chains were not created for purposes of circumvention of the first introducing chain. Copy and paste signatures are not allowed.

7.4 Unauthorized bank communication: Neither Party is allowed to contact the bank of the other Party without the written authorization for that of the Party whose bank is to be contacted. Any unauthorized contact act of either Party of this Agreement is considered as a breach of this Agreement and shall cause this Agreement immediate cancellation, and transaction becomes null and void.

8.CODES OF IDENTIFICATION.

The Parties agree that all documents related to the transactions bear the codes listed on page 01 of this Agreement and that the said codes remain unchangeable within this Agreement duration, including all rollovers, extensions and additions.

9.COMMUNICATION.

9.1 Communication with banks will be limited to those between the Investor's and Partner's and only by between authorized officers/representatives, including principals of the Investor and the Partner, in the course of completion of this transaction. No communication by any other party is permitted without prior written consent of the named account holders.

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9.2 Any notice to be given hereunder from either Party to the other shall be in writing and shall be delivered by fax to the telefax number or by E-mail-to-E-mail address of the respective Party as provided herein. The Parties agree that acknowledged E-mail or telefax copies are treated as legally binding original documents. E-mail copies scanned and sent on E-mail as photo, of this Agreement and exchange of correspondence duly signed and/or executed shall be deemed to be original and shall be binding and are regarded as original and good for any legally purpose.

10. VALIDITY.

10.1 Once this Agreement is signed by both Parties the transaction shall begin within three (3) banking days or sooner, excluding Saturdays and Sunday and any bank holidays.

11. FULL UNDERSTANDING.

11.1 The latest edition/signature of this Agreement, executed by each party in originals, represents the full understanding between the Parties and supersedes all other undertakings, whether verbal or written. All statements and representations are made without any omission of material fact and with full corporate and legal responsibility under penalty of perjury.

11.2 The Parties hereto accept that should the present Agreement partially or in full be found invalid or unenforceable pursuant to judicial decree or by virtue of any international regulations related to bank confirmation of USD/EUR validity, this Agreement shall be reconstructed upon mutual consent and agreement of both Parties to this commercial Agreement.

11.3 Until the physical exchange of original hard copies, the acknowledged fax and/or e-mail copies of this Agreement shall be deemed original.

11.4 The commission payable under this Agreement is to be distributed in accordance with the Irrevocable Fee Protection Agreement.

12. ASSIGNMENT.

12.1 Each Party to this Agreement may assign this Agreement or its total or partial performance hereof to any other company which assumes the obligations of the assigning party under the terms of the assignment. Formal notice of the assignment shall be rendered to the other party to this Agreement expressly indicating there on the assignee's full contact particulars.

13. TERM OF AGREEMENT.

13.1 This agreement is a full recourse commercial commitment enforceable under the laws of the jurisdiction of EURO, Liechtenstein, Switzerland, Lugano or any other member country of the European Union as it applies. And, said law shall govern the interpretation, enforceability, performance, execution, validity and any other such matter of this Agreement, which shall remain in full force and effectors until completion of the said transaction and it is legally binding upon the Parties signatories, their heirs, successors and assigns, agents, principals, attorneys and all associated partners involved in this Agreement/contract/transaction.

14. LAW AND ARBITRATION.

14.1 This Agreement is a full recourse commercial commitment enforceable under the laws of jurisdiction of the countries where this transaction is effectuated, and any dispute is to be resolved under the ICC rules for arbitration.

15.2. All disputes and disagreements, which can arise during execution of the present agreement or in connection with it, will be solved by negotiation between the Parties. In case the Parties will not come to the agreement, the disputes and disagreements are to be settled by The London Court of International Arbitration (UK) made up by one arbitrator.

15.3 The Parties hereto acknowledge and agree that any discrepancy and/or dispute in application of this Agreement.

will be solved amicably. If it is not possible, the arbitration procedure is to be followed.

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15.4 This Agreement is intended to be performed in accordance with, and only to the extent permitted by all applicable laws of jurisdiction, ordinances, rules and regulations. If any provision of this Agreement be considered invalid or unenforceable, then, the reminder part of this Agreement shall not be affected (if agreeable by both Parties) and shall be enforced to the greatest extent permitted by law.

16.1 FURTHERMORE WE, THE UNDERSIGNED PARTIES, HEREBY SWEAR UNDER THE INTERNATIONAL LAWS OF PERJURY AND FRAUD THAT THE INFORMATION PROVIDED BY US HEREIN IS ACCURATE AND TRUE, AND BY AFFIXING OUR SIGNATURES/INITIALS/SEALS TO THIS AGREEMENT, WE ATTEST THAT OUR RESPECTIVE BANK-OFFICERS ARE FULLY AWARE OF, HAVE APPROVED AND ARE READY PROCEED WITH THIS TRANSACTION.

17. SIGNATURES OF THE PARTIES:

With full legal, and corporate authority to sign this Agreement, the **INVESTOR & PARTNER** Agrees on above conditions & append their signature as below in complete acceptance of above terms & conditions-

NOW, THEREFORE, it is agreed as follows:

WHEREAS, are individually known as Investor and Partner and jointly known as Parties; and

WHEREAS Investor is holding an account with cash funds to be transferred to Partner designated account from one of the **AGREED INSTRUMENT** as listed in **TYPE OF INSTRUMENT AVAILABLE in clause 4.1.1 DETAILS OF TRANSACTION** aiming at investments: and

WHEREAS Partner is ready, willing and able to receive said cash funds into its designated account from one of the **AGREED INSTRUMENT** as listed in **TYPE OF INSTRUMENT AVAILABLE in clause 4.1.1 DETAILS OF TRANSACTION** and to execute the distribution and transfer of said received funds to designated parties and bank accounts via SWIFT Message MT103/202, in accordance with the terms and conditions in this Agreement: and

WHEREAS, Partner has further made arrangement with a third party (hereinafter referred to as Facilitator), to facilitate the execution of the said delivery of cash funds for investments and Partner and Facilitator shall authorize and instruct their designated Trustee to receive said funds and proceed on the agreed distribution and transfer of cash funds, in accordance with the terms and conditions in this Agreement.

FOR AND BEHALF OF THE PARTY A / INVESTOR		FOR AND BEHALF OF THE PARTY B / PARTNER	
		<div>UNICOM ASIA INVESTMENT LTD</div> <div>CONFIDENTIEL</div>	
REPRESENTED BY:		REPRESENTED BY:	
PASSPORT NUMBER:		PASSPORT NUMBER:	
DATE OF ISSUE		DATE OF ISSUE:	
DATE OF EXPIRY:		DATE OF EXPIRY:	
COUNTRY OF ISSUE:		COUNTRY OF ISSUE:	