



CORPORATE AGREEMENT FOR SALE OF INSTRUMENTS (BG, SBLC, DLC, LC, BANK DRAFTS)

THIS CORPORATE AGREEMENT FOR FINANCIAL INSTRUMENTS VIA SWIFT MT760 AND OTHER ATTACHED ANNEXES (FURTHER DESIGNATED AS THE AGREEMENT) ARE ENTERED ON THIS DD. MM. 2023 BY AND BETWEEN:

Corporate Name	WEYBRIGHT FSL LIMITED
Mailing Address	Sedley Place, 4th Floor, 361 Oxford Street, London, W1C 2JL, United Kingdom
Represented by	
Designation	
Passport No.	
Nationality	British
Email Address	
Mobile Number	

(Hereinafter referred to as SELLER)

AND

Corporate Name	
Mailing Address	
Represented By	
Designation	
Passport No.	
Nationality	
Email Address	
Mobile Number	

(Hereinafter referred to as BUYER)

WHEREAS: The Parties understand that SELLER’s nominated bank will not send cash funds to BUYER’s bank account. The Financial Instrument BG/SBLC via SWIFT MT760 (further designated as the INSTRUMENT) is only for credit enhancement. The BG/SBLC via SWIFT MT760 will be transmitted to BUYER’s Bank and there will be verifications by SWIFT MT799 with SELLER’s Issuing Bank.

WHEREAS: The BUYER desires to receive an Instrument BG/SBLC via SWIFT MT760 from SELLER issuing bank to BUYER’s Bank. The BUYER confirms with full corporate and legal responsibility to accept



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the Instrument. The BUYER must have a credit line ready against which BUYER will use the Instrument to pay for this transaction.

WHEREAS: SELLER desires to transfer through from SELLER's bank the aforementioned Instrument to the BUYER's bank by. SELLER represents and warrants that it has the ability and resources to arrange through associates, contacts and sources, with full corporate responsibility, Instrument in the term of assignments to be provided to the BUYER's bank. SELLER hereby declares under penalty of perjury that the Instrument will be backed by funds that are good, clean, clear, and free of non-criminal origin, and will be free and clear of all liens, encumbrances and third-party interest.

DESCRIPTION OF THE INSTRUMENTS:

1. INSTRUMENT: BANK GUARANTEE (BG) OR STANDBY LETTER OF CREDIT (SBLC)
2. TOTAL FACE VALUE: EURO/USD 1,000,000.00 – EURO/USD 5,000,000,000.00
- 2a. TRANCHING VALUE EURO/USD 1,000,000.00 - EURO/USD 500,000,000.00 (PAR BUYER'S REQUEST)
3. ISSUING BANK: HSBC BANK LONDON, BARCLAYS BANK LONDON
4. AGE: FRESH CUT
5. SALE PRICE: DEPENDING ON TRANCH VALUE PLUS SELLER AND BUYER COMMISSION
101M – 999M: 40% PLUS SELLER AND BUYER COMMISSION
1B – 5B: 36% PLUS SELLER AND BUYER COMMISSION
6. DELIVERY: BANK TO BANK SWIFT MT799 AND/OR MT760
7. PAYMENT: MT103/23
8. HARD COPY: BY BANK BONDED COURIER WITHIN 7 BANKING DAYS AFTER DELIVERY OF SWIFT.

PROCEDURES:

1. SELLER AND BUYER EXECUTE, SIGN AN INITIAL A DEED OF AGREEMENT WITH CIS, PASSPORT COPY, FULL BANKING DETAILS WHICH THEREBY AUTOMATICALLY BECOMES A FULL COMMERCIAL RECOURSE CONTRACT AFTER BUYER APPLICATION HAVE BEEN ACCEPTED BY THE SELLER.
2. AFTER BOTH PARTIES SIGN THE AGREEMENT, SELLER WILL ISSUE A NOTARIZED SIGNED AND SEALED CORPORATE REFUND RECOURSE UNDERTAKING DULY ENDORSED BY THE ISSUING BANK OFFER TO THE BUYER GUARANTYING TO REFUND TO THE BUYER ALL COSTS INCURRED BY BUYER AS THE FEES FOR THE LIQUIDATION OF BLOCKED FUNDS IN THE SALE OF THE BG/SBLC AFTER DUE EXECUTION OF THE CONTRACT AND IN CASE OF FAILURE ON THE SELLER'S SIDE THE NOTARIZED SIGNED AND SEALED CORPORATE REFUND RECOURSE UNDERTAKING GUARANTEES THAT THE SELLER REFUNDS COMPLETELY THE TRANSMISSION/ADMINISTRATIVE FEES IN



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ADDITION TO A THE PENALTY FOR FAILURE OF PERFORMANCE BEING 2% OF THE TOTAL FACE VALUE OF BG/SBLC.

3. UPON THE BUYER RECEIVING THE CONTRACT DOCUMENTS INCLUDING THE INVOICE AND REFUND UNDERTAKING FROM THE SELLER, THE BUYER WILL MAKE PAYMENT BY DIRECT WIRE TRANSFER INTO THE SELLER'S PROVIDED BANK CORDINATES FOR THE RECEIVING OF FEES, THE FEES FOR THE LIQUIDATION OF BLOCKED FUNDS IN ACCORDANCE WITH THE SCHEDULE OF FEES CONTAINED IN THE CONTRACT IN THE AMOUNT OF EURO/USD XX,000.00 AND WILL PROVIDE THE SELLER A COURTESY COPY FOR THE CONFIRMATION OF THE PAYMENT
4. ONCE BUYER PROVIDES SELLER WITH THE COURTESY COPY OF CONFIRMATION OF PAYMENT, SELLER WILL DELIVER THE BG/SBLC VIA BANK TO BANK CONFIRMATION OF SWIFT MT799 OR MT760 TO THE BUYER'S BANKER WITHIN 48 HOURS OF RECEIVING A COURTESY COPY OF THE PAYMENT CONFIRMATION.
5. ONCE BUYER RECEIVES BG/SBLC VIA SWIFT MT799 AND/OR MT760 IN THEIR RECEIVING BANK, BUYER SENDS PAYMENT FOR THE SALES PRICE OF THE BG/SBLC TO THE SELLER'S NOMINATED ACCOUNT BY DIRECT TRANSFER VIA MT103 DEDUCTING THE INITIALLY PAID FEES FOR THE LIQUIDATION OF BLOCKED FUNDS PAYS THE INTERMEDIARIES THEIR COMMISSION FEES (AS AGREED IN % OF TOTAL FACE VALUE) BY DIRECT MT103 WITHIN 15 BANKING DAYS OF THE DELIVERY OF THE BG/SBLC BY SWIFT MT799 AND/OR MT760 IN THE BUYER'S NOMINATED ACCOUNT.
6. UPON SUCCESSFUL CONFIRMATION OF RECEIVING PAYMENT FOR THE SALES PRICE BY THE SELLER, SELLER'S BANK WILL SEND THE HARD COPY OF THE BG/SBLC TO THE BUYER'S BANK VIA BANK TO BANK BONDED COURIER.
7. THE NEXT TRANCHE WILL BEGIN UPON SUCCESSFUL COMPLETION OF THE PRECEEDING TRANCHE AS WILL BE AGREED BETWEEN THE SELLER AND THE BUYER FOLLOWING THE PROCEDURES AS STATED ABOVE.
8. 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 BUYER DEFAULT TO PAY THE SALES FEES TO THE SELLER AND THE BROKERS COMMISSION FEES AS AGREED AFTER 7 BANKING DAYS OF CONFIRMATION OF BG/SBLC MT760 IN BUYER'S BANK ACCOUNT, SELLER WILL INSTRUCT THE ISSUING BANK TO PUT A CLAIM ON THE BG/SBLC THEREBY FORCING THE BUYER'S BANKERS TO RETURN THE BG/SBLC MT760 TO THE SENDING BANK.

COST OF FEES FOR THE LIQUIDATION OF BLOCKED FUNDS IN THE SALE OF BANK GUARANTEES OR STANDBY LETTER OF CREDITS VIA SWIFT MT760

BG SBLC VALUE (USD/EURO/GBP)	FEES FOR THE LIQUIDATION OF BLOCKED FUNDS (USD/EURO/GBP)
101M – 999M	100,000.00
1B – 5B	150,000.00
5B and above (In Tranches of 5B each)	(150,000 for each tranche of 5B)

NON-SOLICITATION:

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

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

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.

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 in order to enforce any of the terms of this Agreement the prevailing party shall be entitled to recover reasonably attorney fees and costs.



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PAYMENT TERMS AND CONDITIONS:

The BUYER hereby irrevocably agrees to pay a Providing Fees and Consultancy Fees of X% (Based on the Instrument's Face Value) from each Instrument's nominal by Wire Transfer or MT103 through payment bank.

The BUYER's payment bank will perform payment to nominated SELLER's bank account by Wire Transfer or MT103 in full amount, without any deduction and delay in same day.

FORCE MAJEURE:

None of the Parties will be responsible, as determined by the International Chamber of Commerce (ICC), Paris accords (Publication 421 E), regarding the impossibility to execute this contract, fully or partially, when this impossibility is directly or indirectly determined by the causes specified by ICC and that are below reported in English:

- a) Causes beyond their reasonable control;
- b) Acts of God;
- c) Acts or Non-Actions of any Governmental Authority (*de jure* or *de facto*), including the intervention of the Federal Reserve Bank of the United States which have the effect of prohibiting or otherwise limiting the Corporate Objective of this Agreement;
- d) Wars (declared or undeclared);
- e) Fire, flood, sabotage, nuclear accident, earthquake, storm, epidemic;
- f) Banks and/or Financial Institutions are closed by reason of industrial dispute or governmental intervention.

However, any delay in or failure of performance by either party of their respective obligations under this agreement with the conditions different from all the terms stated herein above shall result to the failing party having to pay the other party 1% of the contract value as penalty.

ELECTRONIC DOCUMENT TRANSMISSIONS (EDT):

EDT shall be deemed valid and enforceable in respect of any provisions of this Agreement. As applicable, this Agreement shall be:

Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT);

EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.



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FOR AND ON BEHALF OF THE SELLER

Signature and Stamp/Seal

Name : Mr. Frank Standish
Designation : Company Director
Director ID : 914767727
Passport # :
Nationality : British/Irish
Issue Date :
Expiry Date :
SELLER's International Passport (Attached as Appendix A)

FOR AND ON BEHALF OF THE BUYER

Signature and Stamp/Seal

Name:
Designation:
Passport #:
Nationality:
Issue date:
Expiry date:
BUYER's International Passport (Attached as Appendix B)

PARTIES BANK COORDINATES:



SELLER'S BANKING COORDINATES FOR SENDING THE BG/SBLC VIA SWIFT MT760.

BANK NAME	
BANK ADDRESS	
ACCOUNT NUMBER	
ACCOUNT NAME	
ACCOUNT SIGNATORY	
SWIFT CODE	
IBAN	
BANK OFFICER	
BANK TELEPHONE	
BANK FAX	
BANKER'S E-MAIL	

SELLER'S BANKING COORDINATES FOR RECEIVING FEES (FOR LIQUIDATION OF BLOCKED FUNDS AND SALE OF BG/SBLC)

BANK NAME	
BANK ADDRESS	
ACCOUNT NUMBER	
ACCOUNT NAME	
ACCOUNT SIGNATORY	
SWIFT CODE	
IBAN	
BANK OFFICER	
BANK TELEPHONE	
BANK FAX	
BANKER'S E-MAIL	

SELLER RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED.

BUYER'S BANK COORDINATES FOR RECEIVING BG/SBLC VIA SWIFT MT799 AND/OR MT760.



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BANK NAME	
BANK ADDRESS	
ACCOUNT NUMBER	
ACCOUNT NAME	
ACCOUNT SIGNATORY	
SWIFT CODE	
IBAN	
BANK OFFICER	
BANK TELEPHONE	
BANK FAX	
BANKER'S E-MAIL	
BG/SBLC BENEFICIARY	

BUYER RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED; THE RECEIVING BANK CAN BE DIFFERENT TO SENDING BANK.

BUYER'S BANK COORDINATES FOR PAYMENT OF FEES (FOR LIQUIDATION OF BLOCKED FUNDS AND PURCHASE OF THE BG/SBLC)

BANK NAME	
BANK ADDRESS	
ACCOUNT NUMBER	
ACCOUNT NAME	
ACCOUNT SIGNATORY	
SWIFT CODE	
IBAN	
BANK OFFICER	
BANK TELEPHONE	
BANK FAX	

BUYER RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANYTIME BY PROVIDING WRITTEN REQUEST TO THE UNDERSIGNED.

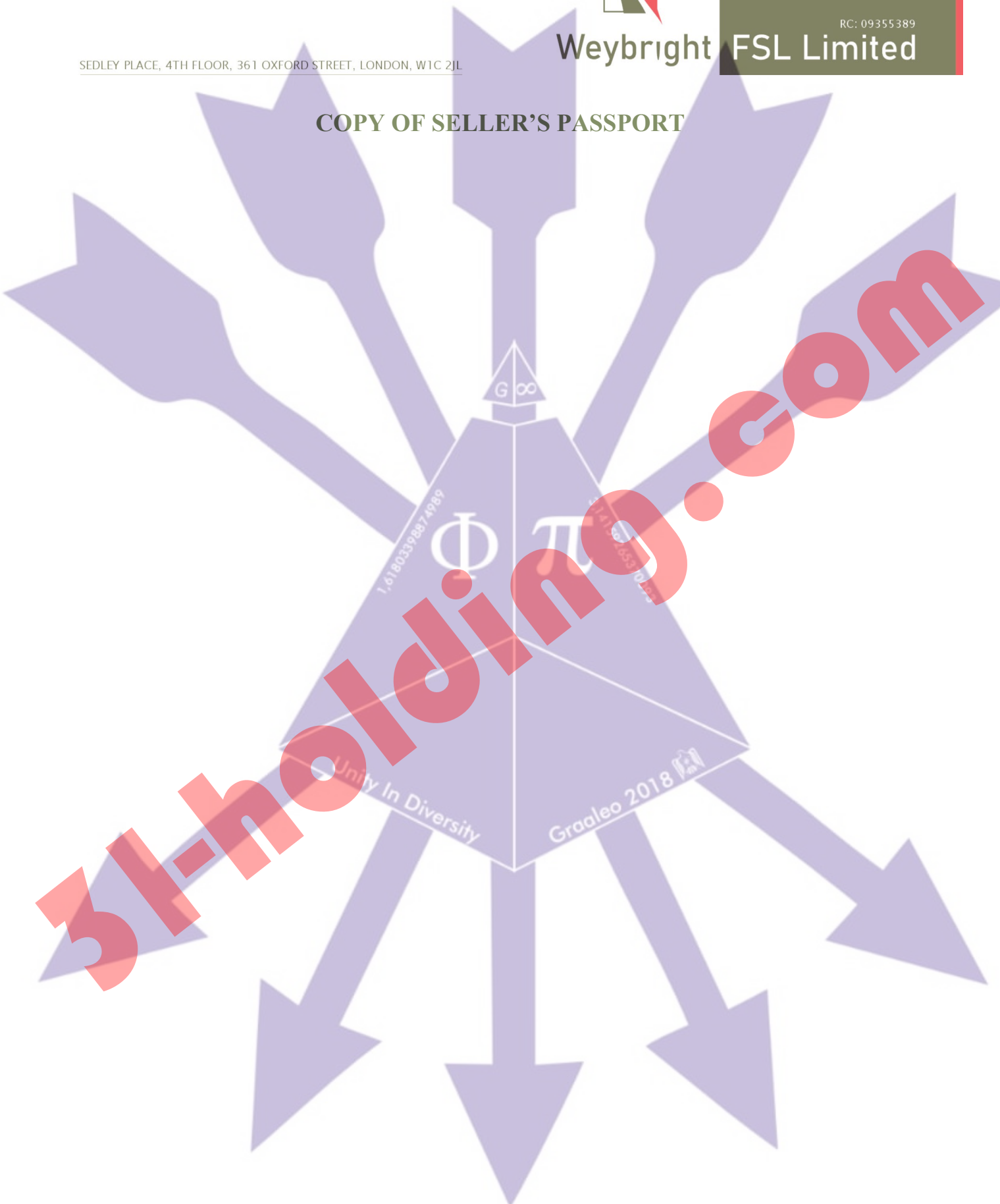


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COPY OF SELLER'S PASSPORT

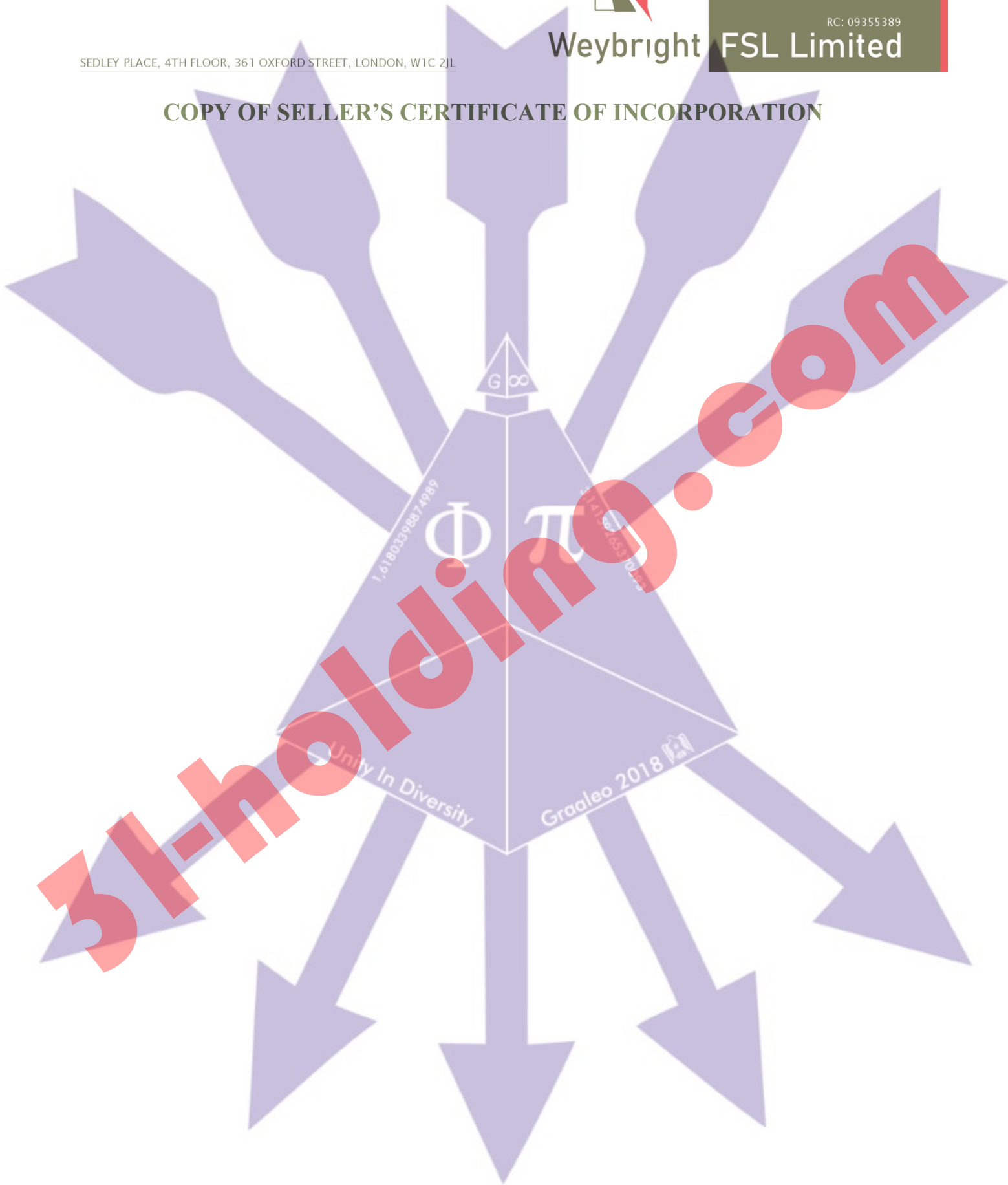




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COPY OF SELLER'S CERTIFICATE OF INCORPORATION



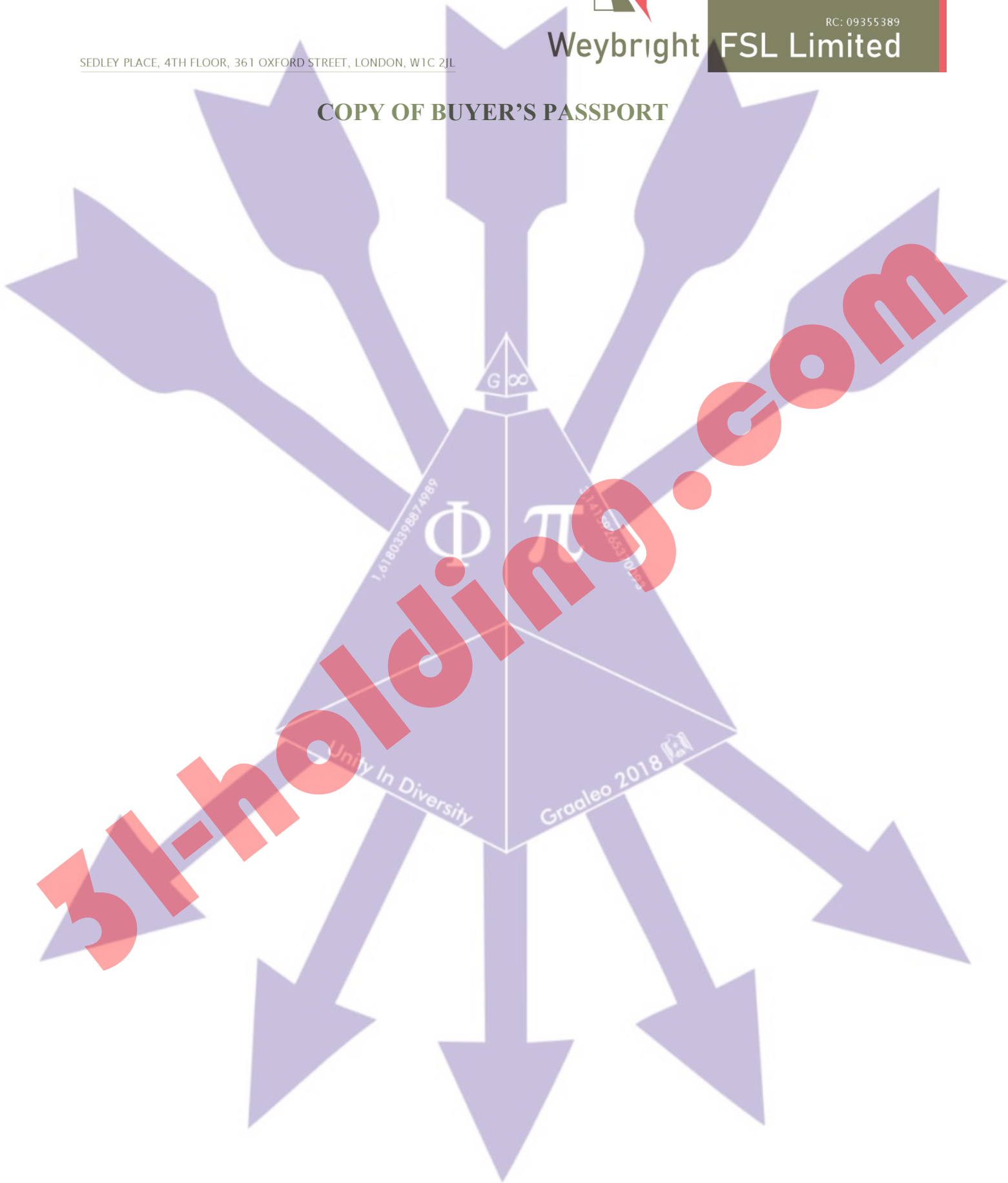


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COPY OF BUYER'S PASSPORT



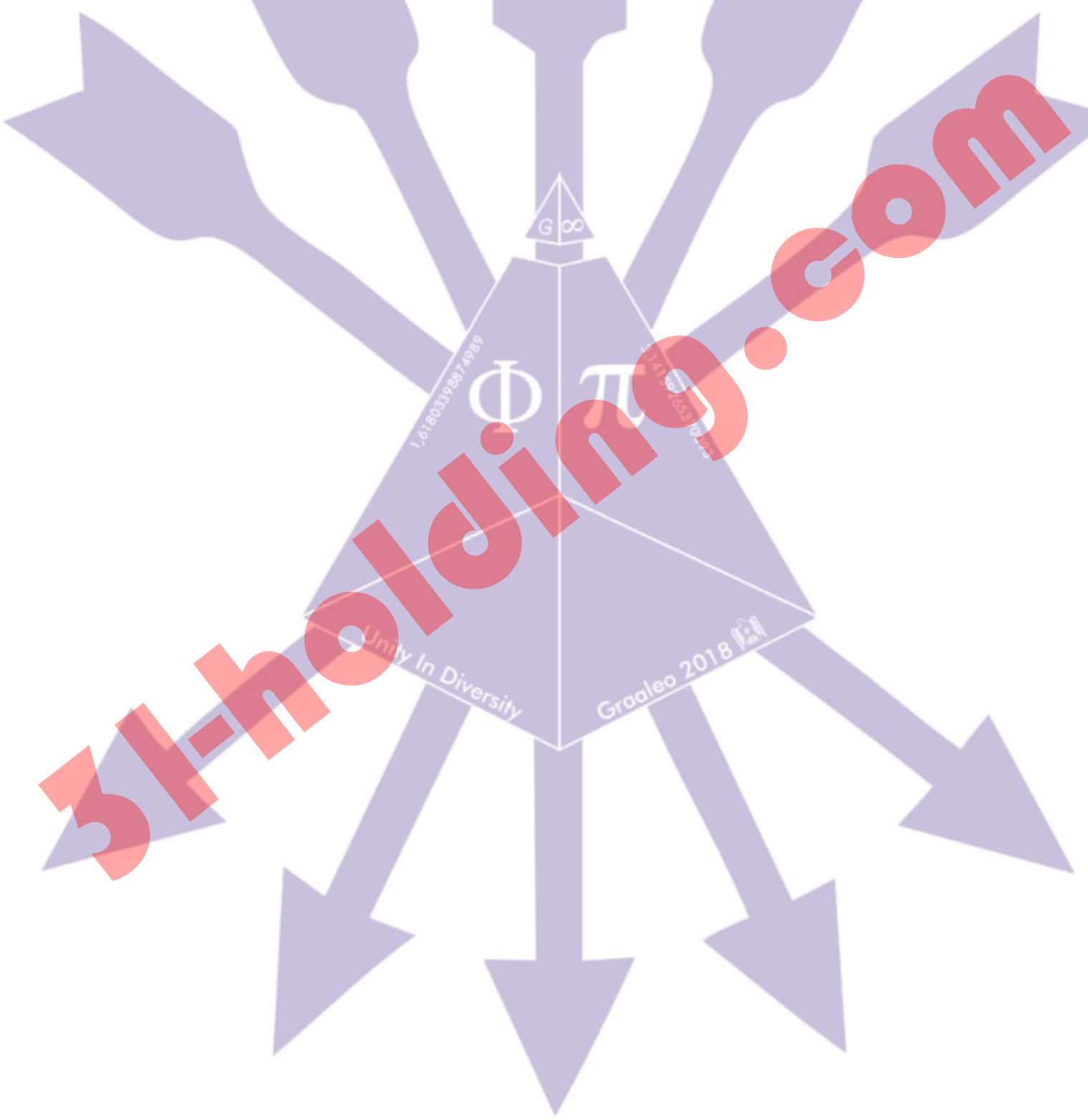


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COPY OF BUYER'S COMPANY REGISTRATION





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SAMPLE REFUND UNDERTAKING LETTER FOR BANK CHARGES FROM THE PROVIDER

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

TRANSACTION CODE : XXX

00/00/2018

ATTN : XXX CLIENT NAME XXX
XXX CLIENT ADDRESS XXX

DEAR SIR,
SUBJECT: IRREVOCABLE CORPORATE REFUND UNDERTAKING

WE HEREBY CONFIRM WITH FULL CORPORATE RESPONSIBILITY UNDER PENALTY OF PERJURY THAT WE ARE READY, WILLING AND ABLE TO DELIVER ON SALE A FRESH CUT BG OR SBLC FOR TOTAL FACE VALUE OF \$€00,000,000.00 (AMOUNT IN WORD) FROM OUR ISSUING BANK <NAME & ADDRESS OF BG /SBLC ISSUING BANK>, AS AGREED IN THE DEED OF AGREEMENT TO YOUR BANK COORDINATES WITH <ACCOUNT NAME & ACCOUNT NUMBER OF BG/SBLC FROM RECEIVING BANK>, WITHIN 48HOURS UPON CONFIRMATION OF YOUR WIRE TRANSFER OF \$€00,000.00 (AMOUNT IN WORD) BEING THE PAYMENT OF FEES FOR THE LIQUIDATION OF BLOCKED FUNDS TO DELIVER BY SWIFT MT799 FOLLOWED BY MT760 OR BY DIRECT MT760 TO YOUR NOMINATED BANK ACCOUNT FOR AUTHENTICATION AND VERIFICATION BEFORE DELIVERY OF HARD COPY VIA BANK BONDED COURIER SERVICE TO YOUR BANK ADDRESS WHICH IS CONTAINED IN OUR DEED OF AGREEMENT. KINDLY RE-CONFIRM YOUR RECEIVING BANK ACCOUNT INFORMATION BELOW.

BUYER'S BANKING COORDINATES TO RECEIVE BANK GUARANTEE (BG/SBLC) VIA SWIFT MT799/MT760.

BANK NAME : XXX
BANK ADDRESS : XXX
ACCOUNT NAME : XXX
ACCOUNT NUMBER : XXX
BANK OFFICER : XXX
SWIFT CODE : XXX

WE HOWEVER, AGREE TO REFUND IMMEDIATELY TO YOU THE \$€00,000.00 (AMOUNT IN WORD) AT THE END OF THE TRANSMISSION OF MT760 WITHIN 3 BANKING DAYS AFTER PAYMENT OF FEES FOR THE PURCHASE OF THE STANDBY LETTER OF CREDIT (SBLC) AS AGREED IN THE CONTRACT OR YOU CAN DEDUCT THIS AMOUNT WHILE MAKING THE PAYMENT OF PURCHASING FEES. IF OUR BANKER FAILS TO DELIVER TO YOUR BANK ACCOUNT THE ELECTRONIC COPY OF BG VIA SWIFT MT760 WITH 72HOURS UPON CONFIRMATION OF YOUR DIRECT WIRE TRANSFER PAYMENT FOR THE BANK TRANSMISSION FEES INTO OUR BANK ACCOUNT STATED BELOW, WE WILL IMMEDIATELY REFUND TOTAL AMOUNT PAID FOR TRANSMISSION FEES INTO YOUR BANK ACCOUNT IN ADDITION TO A THE PENALTY FOR FAILURE OF PERFORMANCE BEING 2% OF THE TOTAL FACE VALUE OF BG/SBLC.

WE HAVE GIVEN OUR CORPORATE INSTRUCTION TO OUR ISSUING BANK TO REFUND THE BANK TRANSMISSION FEES BY LODGING A COPY OF THIS UNDERTAKING ALONG WITH THE CONTRACT. OUR ISSUING BANK HAS ENDORSED THIS LETTER OF UNDERTAKING AS A TOKEN OF THEIR CONFIRMATION.

SELLER'S BANKING COORDINATES FOR ISSUING BANK GUARANTEE (BG/SBLC) VIA SWIFT MT799/MT760 (ALSO FOR REFUND).

BANK NAME : XXX
BANK ADDRESS : XXX
ACCOUNT NAME : XXX
ACCOUNT NUMBER : XXX
IBAN NUMBER : XXX
SWIFT CODE : XXX
BANK OFFICER : XXX

SELLER'S BANKING COORDINATES TO RECEIVE FEES FOR THE LIQUIDATION OF BLOCKED FUNDS.

BANK NAME : XXX
BANK ADDRESS : XXX
ACCOUNT NAME : XXX
ACCOUNT NUMBER : XXX
SWIFT CODE : XXX

FOR AND ON BEHALF OF:

SELLER SIGNATURE
SELLER NAME

BANK OFFICER SIGNATURE
BANK OFFICER NAME

NOTARY OFFICER SIGNATURE
NOTARY OFFICER NAME

ANNEX 2:

SPECIMEN VERBIAGE PRE-ADVISE TEXT VIA MT799



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

TRANSMISSION DATE:

TRANSACTION CODE:

SELLER

BANK NAME :
BANK ADDRESS :
SWIFT CODE :
BANK OFFICER :
AMOUNT :
ACCOUNT NAME :
ACCOUNT NO :

BUYER

BANK NAME :
BANK ADDRESS :
SWIFT CODE :
ACCOUNT NO :
ACCOUNT NAME :
BANK OFFICER :
IN FAVOR OF :
TERM :
FACE VALUE :

WE, (BANK NAME) LOCATED AT (BANK ADDRESS), ON BEHALF OF OUR CLIENT (NAME OF CLIENT), HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT WE ARE READY TO DELIVER VIA SWIFT MT760 A RESERVED FUNDS CONFIRMATION, AMOUNTING TO EURO FIVE HUNDRED MILLION (EURO 500,000,000.00) FACE VALUE.

PLEASE CONFIRM YOU ARE READY, WILLING AND ABLE TO RECEIVE THE INSTRUMENT.

THE INSTRUMENT TO BE SENT BY SWIFT MT760 HAS FOLLOWING TEXT:

WE, (BANK NAME & ADDRESS) ON BEHALF OF OUR CLIENT (NAME OF CLIENT), CONFIRM WE HAVE PLACED SAID FUNDS ON ADMINISTRATIVE HOLD IN FAVOUR OF ALBETA PETROCHEMICAL INTERNATIONAL HONG KONG LIMITED., FOR A PERIOD OF THIRTEEN MONTHS AND ONE DAY IN FAVOR OF THE BUYER LISTED ABOVE

WE, (BANK NAME & ADDRESS) CONFIRM THE FUNDS IN OUR CUSTODY WILL NOT BE CHANGED, ALTERED, AMENDED OR PLEDGED FOR A PERIOD OF THIRTEEN MONTHS AND ONE DAY FROM THE DATE OF THIS TRANSMISSION.

SIGNATURE
BANK OFFICER (1)
PRINTED NAME
TITLE

SIGNATURE
BANK OFFICER (2)
PRINTED NAME
TITLE

ANNEX 3:

SPECIMEN VERBIAGE SWIFT MT760 CONFIRMATION OF RESERVED FUNDS



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NOTIFICATION :
DELIVERY STATUS :
PRIORITY/DELIVERY :
MESSAGE INPUT REFERENCE :

MESSAGE HEADER

SWIFT INPUT SELLER : MT760 CONFIRMATION OF RESERVED FUNDS

BANK NAME :
BANK ADDRESS :
SWIFT CODE :
BANK OFFICER :
AMOUNT :
ACCOUNT NAME :
ACCOUNT NO :

BUYER

BANK NAME :
BANK ADDRESS :
SWIFT CODE :
ACCOUNT NO :
ACCOUNT NAME :
BANK OFFICER :
IN FAVOR OF :
TERM :
FACE VALUE :

SWIFT MESSAGE TEXT

BUYER:
TRANSACTION:

FOR VALUE RECEIVED WE, WITH THE ADDRESS AT HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST OR NOTIFICATION, PROMISE TO TRANSFER ASSETS/FUNDS AGAINST THIS BANK GUARANTEE TO THE ORDER OF BENEFICIARY THE BEARER OR HOLDER THEREOF, THE ASSETS/FUNDS IN AMOUNT OF €500,000,000. (FIVE HUNDRED MILLION) IN THE LAWFUL CURRENCY OF THE EUROPEAN UNION (EURO), DUE ONE YEAR AND ONE DAY FROM THE DATE OF ISSUE 2019.

TRANSFER OF ASSETS/FUNDS IS AVAILABLE BY BENEFICIARIE'S FIRST WRITTEN DEMAND VIA SWIFT WIRE SYSTEM MARKED DRAWN UNDER THE LETTER OF GUARANTEE NUMBER DATED 2020. WE ENGAGE WITH YOU THAT THE DEMAND DRAFT UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF GUARANTEE, SHALL BE DULY HONORED ON THE MATURITY DATE UPON PRESENTATION TO US.

SUCH TRANSFER OF ASSETS/FUNDS SHALL BE MADE WITHOUT SET OFF, FREE AND CLEAR OF ANY DEDUCTIONS. CHARGES, TAXES, LEVIES, DUTIES, FEES OR WITHHOLDING OF ANY NATURE, NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ACCESSED BY THE GOVERNMENT OF OR ANY POLITICAL SUBDIVISION OF AUTHORITY THEREOF OR THEREIN.

THIS BG/SBLC IS NEGOTIABLE, ASSIGNABLE AND TRANSFERABLE WITHOUT NOTIFICATION OR PRESENTATION TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEES.



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THIS BG/SBLC IS SUBJECT TO THE LAWS OF _____ AND WITH UNIFORM RULES FOR DEMAND GUARANTEE. ICC'S REVISION NUMBER 758, PARIS. FRANCE 2010.

THIS BG/SBLC IS AN OPERATIVE INSTRUMENT.

FOR AND ON BEHALF OF _____

SIGNATURE
BANK OFFICER (1)
PRINTED NAME
TITLE

SIGNATURE
BANK OFFICER (2)
PRINTED NAME
TITLE

FEE PROTECTION AGREEMENT

Both SELLER and BUYER agree that the SELLER's and BUYER's agents are entitled to 0.5% + X% of the BG/SBLC Face Value as commission fees. These commission fees will be shared between the SELLER's and BUYER'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 BUYER to the agents and intermediaries listed in this FPA by wire transfer



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simultaneously with the BUYER's payment of the *BG/SBLC selling fee to the SELLER 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 another signatory 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 honored at all times, unless otherwise mutually agreed upon and any party will permit no attempt or hint of circumvention.

Each of the above parties agrees and understands 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.

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

TOTAL COMMISSION FEE OF 0.5% + X% OF FACE VALUE IN EURO/USD PAID BY THE BUYER TO BE SHARED EQUALLY AS FOLLOW:

TOTAL COMMISSION OF 1% TO SELLER'S SIDE (CLOSED)

PARTICULARS	PAYMASTER 1
NAME	
E-MAIL	
BANK NAME	
BANK ADDRESS	
ABA ROUTING NUMBER	
ACCOUNT NUMBER	
ACCOUNT NAME	
SWIFT CODE	
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"



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TOTAL COMMISSION OF 1% TO BUYER'S SIDE (OPEN)

PARTICULARS	PAYMASTER 1
NAME	
E-MAIL	
BANK NAME	
BANK ADDRESS	
ABA ROUTING NUMBER	
ACCOUNT NUMBER	
ACCOUNT NAME	
SWIFT CODE	
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 day MM/DD/YYYY.

FOR AND ON BEHALF OF THE SELLER

FOR AND ON BEHALF OF THE BUYER

Signature and Stamp/Seal

Signature and Stamp/Seal

Name:
Nationality:
Passport #:
Issue Date:
Expiry Date:
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