DATE : 01/01/2019

REF  :

BUYER CODE:

SELLER CODE:

TRANSACTION CODE:

**DEED OF AGREEMENT**

**The Seller** :

Address :

Company Reg No :

Represented by :

Nationality :
Passport No. :

 (Hereinafter to the 'Seller' on one part)

**And**

**The Buyer :**

Address :

Represented by :

Nationality :

Passport No. :

Telephone :

(Hereinafter to the 'Buyer' on the other part)

WHEREAS. The Buyer desires to buy Bank Guarantee/Stand-By Letter of Credit (BG/SBLC) with Euro clear access code from the Seller. Buyer confirms with full corporate and legal responsibility that funds available to fulfill the requirements for the buying of this instrument is ready and Buyer further confirm to cooperate with the Seller.

WHEREAS. The Seller desires to Buyer transfer and assign all rights title and interest of the SBLC with Euro clear access code available to it to the Buyer. Seller represents and warrants that it has the ability and resource to arrange through associates, contracts and sources, with full corporate responsibility, financial instrument in the term of assignments to be provided to Buyer. Seller hereby declares under penalty of perjury that the BG/SBLC will be backed by funds that are good, clean, clear, and free of non criminal origin, the BG/SBLC will be free and clear of all liens, encumbrances and third party interests.

**NOW THEREFORE**, The Buyer has agreed to Buy the BG/SBLC at **38%** + **2%** of Face Value for the instrument requested and Seller has agreed to issue BG/SBLC for Buyer and both Parties hereby agree to the following:

**Description of Instrument:**

1. Instrument: Bank Guarantee/Stand-By Letter of Credit (BG/SBLC)

2. Total Face Value: **One Billion Five Hundred Million EURO (,1,500,000,000.00 EURO)**

3. Issuing Bank: Deutsche Bank AG Barclays Bank Plc, HSBC London.

4. Age: One Year and One Day

5. Buying Price: 38**%+2%+** of Face Value package.

6. Delivery: MT-760 {Bank-To-Bank Swift}

7. Payment: Wire Transfer {Swift MT103}

8. Hard Copy: Bonded Courier Service {within three banking days}

**BUYING PROCEDURE:**

• Seller and Buyer execute, sign and initiate the Deed of Agreement, which thereby automatically becomes a full commercial recourse contract agreement.

• Within Three banking days the Buyer will get a letter to proof that his company has credit line with his bank to pay for instrument.

• Within Three (03) banking days, the Seller Bank will swift MT799 pre-advice and send the swift copies to Lessee for his Bank to verify.

•   Within three (03) banking days after Buyer’s bank confirmation, The Buyer Bank pay by corporate invoice via swift MT103, direct wire transfer of 0.25% of face Value of SBLC as transmission/commitments fee to Seller nominated Bank account. Copy of the wire slip will be send by email to Seller for confirmation.

• Within three (03) banking days after confirmation of wire transfer in Seller Bank, Issuing Bank will deliver BG/SBLC via MT760

• After receiving and verifying that MT760 (ICC600 or latest version), the Buyer’s bank will release MT103 {Bank to Bank Swift} for the purchase cost of 37.75% and 2% commission within 5 banking days.

• The Seller will deliver the hard copy of the BG/SBLC to the Buyer’s Bank via bank bonded courier in Three (03) banking days.{Bank to Bank Swift}

**NON-SOLICITATION**

The Buyer hereby confirms and declares that the Seller, its associates or representatives or any person or persons on its behalf has/have never ever solicited the Buyer, 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 or failure of performance by Buyer or Seller in the obligations under this agreement also attract 1% payment of the face value of BG/SBLC as penalty.**

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.

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 enforce any of the terms of this agreement the prevailing party shall be entitles to recover reasonably attorney fees and costs.

Buyer/ initials Seller initials

For and On behalf of the Buyer. For and On behalf of the Seller

**FOR OR ON BEHALF OF THE BUYER**.

Name:

Designation:

Passport #:

Issue date:

Expiry date:

(PASSPORT PIC IN COLOR)

**(CORPORATE SEAL)**

Buyer/Lessee initials

For and On behalf of the Buyer.

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

 **SELLER’S BANK CO-ORDINATES TO ISSUE SBLC**:

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

**sELLER and BUYER reserve 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).**

 **SELLER BANK CO-ORDINATE TO RECEIVE FEE**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

**SELLER BANK CO-ORDINATE TO RECEIVE LEASE COST 38%**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

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.

5. 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.

 **FOR AND ON BEHALF OF THE SELLER.**

Name:

Passport No:

Date of expiry:

Place of Issue:

(PASSPORT PIC IN COLOR)

**(CORPORATE SEAL)**

 **BUYER BANK CO-ORDINATE TO RECEIVE BG/SBLC MT760**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

 **BUYER BANK CO-ORDINATE TO ISSUE MT103 SALES COST 38+2**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

Seller initials

 **CLIENT INFORMATION SHEET**

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Marketing Commission Circular of December 1998, concerning the prevention of money laundering, the following information may be supplied to banks and/or other Federal Institutions for purposes of verification.

|  |  |  |  |
| --- | --- | --- | --- |
| 1) | **Lessee’s Name** | : |  |
|  | Business Address | : |  |
|  | Telephone and Mobile # | : |  |
|  | Facsimile | : |  |
|  | E-Mail Address | : |  |
| 2) | **Represented By** | : |  |
|  | Nationality | : |  |
|  | Passport No. | : |  |
|  | Date if Issue | : |  |
|  | Date of Expiration | : |  |
|  | Telephone and Mobile # | : |  |
|  | E-Mail Address | : |  |
|  | **Bank co-ordinates** | : |  |
|  | Name of Bank: | : |  |
|  | Bank Account Name | : |  |
|  | Bank Account Number: |  |  |
|  | Bank SWIFT CODE: |  |  |

Declaration: I hereby swear under penalty of perjury, that the information provided 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, clean and cleared. The origin of funds are in compliance with Anti-Money-Laundering Policies as set forth by the Financial Action task Force (FATF) 6/01

 **BUYER / CLIENT Certificate of Incorporation**

BUYER PASSPORT.

**VERBIAGE OF THE FINANCIAL INSTRUMENT VIA SWIFT MT799**

FROM:

BANK NAME:

BANK ADDRESS:

DATE OF ISSUE:

MATURITY DATE:

CURRENCY: EUROS

PRINCIPAL AMOUNT: FIVE HUNDRED MILLION (500,000,000.00).

REMITTER:

ACCOUNT NO:

TO:

BANK NAME:

BANK ADDRESS:

BANK SWIFT CODE:

ACCOUNT NAME:

ACCOUNT NUMBER IBAN:

ACCOUNT NUMBER:

BANK OFFICER NAME:

BANK OFFICER TEL:

BANK OFFICER FAX: 3

BANK OFFICER EMAIL:

RE: TRANSACTION CODE:

PLS, INPUT YOUR PREFARED VERBAGE AND ACCOUNTS COORDINATE MT799 AND AMOUNT.

(FIND PREFARED VERBIAGE AS ATTACHED) .

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

NAME BANK OFFICER (1) NAME BANK OFFICER (2)

TITLE TITLE

PIN CODE PIN CODE

 **SELLER PASSPORT**

 **RESOLUTION OF THE BOARD OF DIRECTORS**

 Minutes of the meeting of the Board of Directors, held on Monday, 13 May 2019

 **Articles of Incorporation of the Company.**

A special meeting of the Board of Directors of …………………………………………………..(hereinafter referred to as “Corporation”) was duly held in accordance with the Articles of Association/By Laws of the Corporation.

 Present at the meeting were the following Directors:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Director and Chairman,

The meeting of the Directors undertook the following Corporate Resolution, which has been recorded in the Minute of the Book of the Corporation.

It was unanimously resolved to utilize funds/assets in deposit at (name of the Bank) for an investment opportunity.

Additionally it was unanimously resolved, that ………………………………….., Director of the Corporation since (Y/M/D) and authorized signatory of the funds/assets on deposit, is authorized to use corporate bank accounts, to enter into instrument and fee agreements as necessary, to make selections as to which investment will suit best the placement of these funds/assets so as to assure the anticipated financial returns and to receive and distribute all profits from the investment.

The necessary authority and powers required to undertake these tasks and responsibilities are hereby granted to:

Name :

Passport No. :

Country of Origin :

It is therefore, unanimously resolved that the appointed officer and director shall have the authority to negotiate all details and sign the final contract with the officer representing the investment and bank officers.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name :**

**Company:**

**Title  : Chairman & CEO**

**Passport No :**

**Country of issue :**

**Date of Issue: < SEAL >**

 **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**

**BANK INSTRUMENT DESCRIPTION**

**Description of Instrument:**

**1. Instrument: BG/SBLC**

2. **Total Face Value**: **One Billion Two Hundred Million EURO (,1,200,000,000.00 EURO)**

3. **Issuing Bank:** Deutsche Bank AG, Barclays Bank Plc, HSBC London.

**4. Age: One Year and One Day**

**5. Leasing Price: 38%+2%+ of Face Value package**

**6. Delivery: MT-760 {Bank-To-Bank Swift}**

**7. Payment: Wire Transfer {Swift MT103}**

**8. Commission: 2.00% (1% SELLER SIDE – 1% BUYER SIDE), per separate IMFPA**

**WE, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(AS THE BUYER, HEREINAFTER AS THE “PAYER”), REPRESENTED BY THE DIRECTOR AND THE AUTHORIZED SIGNATORY Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, THE HOLDER OF\_\_\_\_\_\_\_\_ PASSPORT NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, WITH OFFICE ADDRESS AT** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, DO HEREBY IRREVOCABLY GUARANTEE, WITH FULL PERSONAL AND CORPORATE RESPONSIBILITY AND AUTHORITY UNDER PENALTY OF APPLICABLE PERJURY LAWS, TO ACT AS PAYER TO PAY THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WITH AN IRREVOCABLE CORPORATE PAYMENT ORDER WHICH IS AN INTEGRAL PART OF ABOVECODED AGREEMENT IN THE TOTAL AMOUNT OF TWO PERCENT (2%) OF THE TOTAL FACE VALUE OF THE BANKINSTRUMENTS.**

**TOTAL TWO PERCENT (2%) CONSULTANT FEES, ONE PERCENT (1%) FOR THE SELL SIDE AND ONE PERCENT (1%) FOR THE BUY SIDE, WHICH SHALL BE PAID INTO THE BELOW BANK ACCOUNT/S OF BOTH PARTIES’ BENEFICIRIES FOR DISTRIBUTION AND WHICH SHALL INCLUDE ALL ROLLS AND EXTENSIONS.**

**SELLER SIDE: 1% of face value of each and every tranche of total contract amount, including any and all rolls and extensions:**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **IBAN NUMBER** |  |
| **SORT CODE** |  |

**BUYER SIDE: 1% OF FACE VALUE OF EACH AND EVERY TRANCHE INCLUDING ROLLS AND EXTENSIONS:**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK TELEPHONE** |  |
| **BANK FAX** |  |

**THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT& IRREVOCABLE CORPORATE PAYMENT ORDER AND THE PAYMENT OF CONSULTING FEES HEREIN ARE SUBJECT TO THE INTERNATIONAL CHAMBER OF COMMERCE “ICC” AND THE ICC ARBITRATION ACT AS ADOPTED BY THE ICC OFFICE IN HONG KONG, BY THREE ARBITRARY APPOINTEES IN ACCORDANCE WITH ICC RULES. ALL NC/ND CLAUSES AS PRESCRIBED BY ICC RULES (LATEST EDITION) SHALL APPLY TO THIS AGREEMENT AND PAYMENT ORDER. THIS AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER IS IRREVOCABLE, DIVISIBLE, AND UNCONDITIONAL, AND MAY BE ASSIGNED ONLY BY THE BENEFICIARIES NAMED HEREIN. THIS AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH ONE SHALL BE DEEMED AN ORIGINAL AND ALL TOGETHER SHALL CONSTITUTE ONE AND THE SAME DOCUMENT.**

**A SIGNED FAX OR ELECTRONICALLY TRANSMITTED COPY OF THIS DOCUMENT SHALL BE DEEMED BINDING ON THE “PARTIES” WITH THE FORCE AS THE SIGNED ORIGINAL. THE AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER IS VALID WHEN COMMENCEMENT OF THE ABOVE-REFERENCED TRANSACTION TAKES PLACE AND SHALL REMAIN VALID AND ENFORCEABLE FOR THE FULL TERMS OF THE TRANSACTION, INCLUDING ANY NEW AGREEMENT BETWEEN THE PARTIES AND/OR THEIR ASSIGNS.**

 **THE BENEFICIARIES RESERVE THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANY TIME BY PROVIDING WRITTEN REQUEST TO THE BUYER/PAYER. UPON EXECUTION OF THE AGREEMENT AND THE FINAL AGREEMENT AND PRIOR TO, OR SIMULTANEOUSLY WITH THE FIRST TRANSACTION, WE GUARANTEE THAT THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT AND IRREVOCABLE CORPORATE PAYMENT ORDER WILL BE LODGED WITH THE LESSEE’S/PAYER’S BANK.**

**THE LESSEE’S/PAYER’S BANK SHALL PROVIDE THE BENEFICIARIES BY E-MAIL OR BY TELE/FAX WITH COPIES OF THE SWIFT RELATED TO ALL PAYMENT INSTRUCTIONS UPON THE CLOSING OF EACH AND EVERY TRANSACTION OF THE ABOVE TRANSACTION.**

 **THE BUYER BANK DETAILS TO PAY COMMISSION:**

|  |  |
| --- | --- |
| **BANK NAME** |  |
| **BANK ADDRESS** |  |
| **ACCOUNT NUMBER** |  |
| **ACCOUNT NAME** |  |
| **SWIFT CODE** |  |
| **BANK OFFICER** |  |
| **BANK TELEPHONE** |  |
| **BANK FAX** |  |

**IN THE EVENT THAT THE TRANSACTION WAS NOT PERFORMED OR ONLY PERFORMED IN PART, THE PAYMASTERS / BENEFICIARIES LISTED ABOVE SHALL NOT HOLD THE UNDERSIGNED PAYER RESPONSIBLE FOR ANY EXPENSES, CHARGES AND/OR COST, OR HOLD THE PAYER LIABLE FOR ANY CIVIL AND CRIMINAL ACTIONS. THE UNPERFORMED PART OF THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT WILL THEREFORE AUTOMATICALLY BECOME NULL AND VOID.**

**THIS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT & IRREVOCABLE CORPORATE PAYMENT ORDER SHALL BE LODGED IN OUR BANK AND A COPY FROM THAT BANK WILL BE FORWARDED TO ALL BENEFICIARIES.**

**WE AGREE TO THIS ABOVE IRREVOCABLE MASTER FEE PROTECTION AGREEMENT & IRREVOCABLE CORPORATE PAYMENT ORDER IN ITS ENTIRETY.**

**SIGNED ON THIS 3 DAY OF March, 2015**

**For and On behalf of the Buyer:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE: (CORPORATE SEAL)**

**Name:**

**Title:**

**Passport No:**

**Place of Issue:**

**Issue date:**

**Expiry date:**

**WE ACKNOWLEDGED THE ABOVE IRREVOCABLE FEE PROTECTION AGREEMENT IN ITS ENTIRETY.**

**SIGNED ON THIS 3 DAY OF March, 2015**

**FOR AND ON BEHALF OF SELLER:**

**SIGNATURE: (CORPORATE**

**SEAL)**

**Name:**

**Title: Provider**

**Passport No:**

**Place of Issue:**

**Issue date:**

**Expiry date:**