**TRADE GOODS PAYMENT SECURITY**

*To be solely used as a Payment Guarantee & Security for Purchased or Bought Goods.*

**IRREVOCABLE LETTER OF CREDIT (DLC & LC) & STANDBY LETTER OF CREDIT (SBLC) APPLICATION**

**(Minimum DLC, LC or SBLC Issued $200,000 USD)**

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*The Financial Instruments supplied as part of this application are solely to be used as Payment Guarantee & Security for Purchased or Bought Goods. The Irrevocable Letter of Credit (LC) & Stand by Letter of Credit (SBLC) in this Application are NOT available for Monetization.*

We conduct a thorough Due Diligence on all Applications to Verify you meet our High Standards for Consideration of Acceptance. Submission of this application does not guarantee acceptance.

**IMPORTANT: COMPLETE FORM & DELIVER INFORMATION ELECTRONICALLY IN PDF FORMAT TO:** [**Admin@SecurePlatformFunding.com**](mailto:Admin@SecurePlatformFunding.com)

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Correct Document Completion: Electronic Photos of Clients Initials and Signature should be inserted into this document. Text initials and Signature are not accepted.

*Disclaimer: This document is provided in Microsoft Word Format for ease of the client’s completion. Under no circumstances are the clauses or contents in this document to be removed or deleted. Any client who is found to have removed or deleted clauses in this document will immediately have their transaction cancelled and will be deemed to have committed fraud with appropriate penalties being imposed on them.*



**THE PROCESS TO SECURING YOUR TRADE GOODS PAYMENT SECURITY BY….**

**IRREVOCABLE LETTER OF CREDIT (DLC & LC) & STANDBY LETTER OF CREDIT (SBLC)**

**Step 1**: Application. Complete and return the DLC, LC, SBLC Application and Pay the $185 USD Application fee.

**Step 2:** Issuing of Draft. We will then create a draft of the DLC, LC or SBLC for you and your supplier to review.

**Step 3**: Draft Review and Opening Payment.

1. Once you and your supplier finalize the draft and sign off your acceptance of the draft (changes are free of cost).
2. We then issue you with an Invoice for the DLC, LC or SBLC, which you arrange to pay.
3. Upon receipt of your wire payment, we release the finalized DLC, LC, or SBLC to the bank for issuance and delivery.

**Step 4**: Issuance. Typically, the bank will issue the LC within 48 hours of release. Upon issuance, we email you a copy of the LC as transmitted by SWIFT, including the LC reference number. Your supplier’s bank should receive and confirm the LC transmission shortly thereafter.

**Step 5**: Presentation of Documents. Once the supplier has prepared and loaded the goods for transit, they must present the specified documents for that shipment to their bank. Their bank will transmit these documents to our bank. We will email you copies of the presentation (and all documents submitted by the supplier) for your review and approval.

**Step 6**: Payment for Goods. Before our bank releases the original documents, we must receive payment for the presentation. Upon receipt of payment, we consign the documents to you and overnight them to your freight forwarder or whomever you designate – thus completing the transaction.

Insert Client Letterhead Here

1. **PROGRAM CONFIRMATION & ELIGABILITY DECLARATION**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert First and Last Name) residing at address:\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_

Country:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereby confirm the following:

1. **I require the following Payment Security to be issued:**

**[ ] Irrevocable Letter of Credit (DLC & LC)**

**[ ] Standby Letter of Credit (SBLC)**

1. **Eligibility Declaration**

I confirm that neither I or any person or company I represent is in ANY of the following categories that Secure Platform Funding will NOT provide service to:

[](https://www.secureplatformfunding.com/wp-content/uploads/2015/12/Secure-Platform-Funding-Rejected.jpg)Due to [FATCA (Foreign Account Tax Compliance Act)](https://en.wikipedia.org/wiki/Foreign_Account_Tax_Compliance_Act) we DO NOT provide ANY services to:

* USA Passport Holders
* USA Corporations
* Clients that Reside in the USA
* Businesses with Head Offices in the USA
* Clients utilizing USA Bank Accounts for any part of their transaction with us.

We DO NOT provide ANY services to Passport holders or Businesses from the following countries:

* [](https://www.secureplatformfunding.com/wp-content/uploads/2015/12/Secure-Platform-Funding-Rejected.jpg)Afghanistan
* Austria
* Libya
* North Korea
* Sudan
* Syria
* Yemen

**Your Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Your Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date Signed:\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_**

Insert Client Letterhead Here

1. APPLICATION FOR IRREVOCABLE LETTER OF CREDIT (DLC & LC) OR STANDBY LETTER OF CREDIT (SBLC)

Applicant hereby requests that Secure Platform Funding herein known as “SPF” issue an irrevocable commercial letter of credit, or standby letter or credit, or arrange for the issuance thereof by any of its agents, affiliates, subsidiaries, or correspondents, substantially in accordance with the information contained in this application and subject to the terms and conditions stated below and the Uniform Customs and Practice for Documentary Credits, 2007 Rev. (ICC Publication No. 600).

**Instructions: Please complete each field.**

|  |  |
| --- | --- |
| **Beneficiary (Indicate Name & Complete Address)** | **Applicant (Indicate Name & Complete Address)** |
|  |  |

|  |  |  |
| --- | --- | --- |
| **Advising Bank (If Blank, Issuer’s Correspondent Bank)** | **Applicant Contact Information** | |
|  | Contact Person: |  |
| Office Phone: |  |
| Cell Phone: |  |
| Fax: |  |
| Email: |  |

|  |  |
| --- | --- |
| **Letter of Credit Terms** | |
| |  |  | | --- | --- | | **Amount:** | **Currency:** USD |   **Tolerance (if any):** (+/-) 0 %  **Expiration Date (MM/DD/YYYY):**  **Latest Shipment (MM/DD/YYYY):**  **Partial Shipments:**  Allowed  Prohibited  **Transshipment:**  Allowed  Prohibited  **Incoterm:**  FOB  CIF  EXW  DDP  Other: | **Transferable:**  Yes **Ship By:**  Air  Ocean  No  Truck  Other:\_\_\_\_\_\_\_    **Days to Present Documents:** 14  **Freight Charges:**  Collect  Prepaid  **Buyer Pays Insurance:**  Yes  No  **Port of Loading:**  **Port of Discharge:** |

In accordance with Articles 2 through 5 of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, and under the US Patriot Act of 2002, as amended in February 2003 concerning the prevention of money laundering and 305 of the Swiss Criminal Code and Anti Money Laundering Act, the following information may be supplied to banks and/or other financial institutions for purposes of verification of identity and activities of the Client described below, and the nature and origin of the funds which are to be utilized. The foregoing is subject to agreement by all parties to whom this information is provided that they are obligated to respect the privacy rights of the Client and all individuals described herein, as well as the generally accepted professional standards relating to the maintenance of confidential information, and to take all appropriate precautions to protect the confidentiality of the information contained herein, This legal obligation shall remain in full force indefinitely without restriction.

**Payment To Be Made Only Against Presentation Of All Documents Detailed Below:**

|  |
| --- |
| **Required Documents** |
| 1. Commercial Invoice in One (1) Original and Two (2) Copies 2. Packing List in One (1) Original and Two (2) Copies 3. Certificate of Origin in One (1) Original and Two (2) Copies 4. Three (3) of Three (3) Ocean Bill of Lading plus Three (3) copies Consigned to the order of the issuing bank and marked notify Secure Platform Funding, email <Admin@SecurePlatformFunding.com> |
| **Required by Secure Platform Funding:**   * COPY OF SHIPPER'S/BENEFICIARY'S SIGNED AND DETAILED TELEFAX TO L/C APPLICANT E-MAIL TO [Admin@SecurePlatformFunding.com](mailto:Admin@SecurePlatformFunding.com) GIVING L/C NUMBER, NAME OF THE VESSEL OR AIRLINE, SHIPPING INFORMATION, BILL OF LADING OR AIR WAYBILL NUMBER, NUMBER OF PACKAGES, PURCHASE ORDER NUMBER AND DATE OF BILL OF LADING ALONG WITH COPIES OF THE COMMERCIAL INVOICE, PACKING LIST AND OCEAN BILL OF LANDING OR AIR WAYBILL. * AN AUTHENTICATED SWIFT MESSAGE SENT BY THE OPENING BANK TO THE ADVISING BANK, STATING THAT THE APPLICANT HAS RECEIVED A COPY OF SHIPPER’S/BENEFICIARY’S SIGNED AND DETAILED TELEFAX OR E-MAIL WITH SHIPPING DETAILS AND THAT SHIPMENT IS AUTHORIZED. |
| Additional Conditions: |

|  |
| --- |
| **Description of Goods** |
|  |
| **Terms and Conditions** |
| 1. Upon acceptance of this Application and prior to issuance of a Letter of Credit or Standby Letter of Credit by Secure Platform Funding (“SPF”) its associates or contracted supplier, Applicant unconditionally and irrevocably agrees to pay SPF or its assigns, in immediately available funds, all opening fees and commissions agreed upon between the Applicant and SPF. Applicant likewise agrees to pay SPF or its assigns, in immediately available funds, for any and all drafts drawn against the Letter of Credit or Standby Letter of Credit and presented to SPF for payment, along with any and all fees in the amounts agreed upon between the parties, regardless of whether the draft was made in conformance with the terms of the Letter of Credit or Standby Letter of Credit or whether the draft was accepted and paid after Applicant’s oral or written approval of discrepancies. Applicant unconditionally agrees that unless SPF decides otherwise in its sole discretion, no draft drawn against a Letter of Credit or Standby Letter of Credit shall be approved for payment until Applicant indefeasibly pays SPF the full amount of the draft and applicable bank fees in immediately available funds. Applicant unconditionally agrees that all fees and commissions incurred upon opening a Letter of Credit are fully earned and non-refundable. A Letter of Credit or Standby Letter of Credit shall be considered opened when it is transmitted or couriered by the issuing bank to the designated advising bank, a correspondent or intermediate bank, or the designated beneficiary, regardless of whether the Letter of Credit or Standby Letter of Credit is rejected by the beneficiary for any reason, or if it is rejected by the advising bank or any correspondent or intermediate bank for any reason except for reasons for which SPF or its issuing bank are directly at fault. 2. Pursuant to the provisions of the Uniform Customs and Practice for Documentary Credits, SPF, its agents, or its affiliates shall not be liable for the form, sufficiency, accuracy, genuineness, falsification or legal effect of any document, or for the general or particular conditions stipulated in a document or superimposed thereon; nor shall SPF, its agents, or its affiliates be liable or responsible for the description, quantity, weight, quality, condition, packing, delivery, value or existence of the goods, services or other performance represented by any document, or for the good faith or acts or omissions, solvency, performance or standing of the consignor, the carrier, the forwarder, the consignee or the insurer of the goods or any other person. 3. Applicant agrees to indemnify SPF, its agents, and its affiliates from and against any and all damages and/or liabilities of any kind arising from or related to any Letter of Credit or Standby Letter of Credit issued by SPF, including, without limitation, attorney’s fees, that may be imposed against SPF, its agents, or its affiliates, except to the extent that any such damages or liability arise from the willful misconduct of the party being indemnified. Applicant acknowledges that this indemnification provision is a material inducement for SPF to accept this Application and issue a Letter of Credit or Standby Letter of Credit. Applicant also agrees to pay any reasonable attorney fees incurred by SPF in connection with the enforcement of its rights hereunder against Applicant. 4. Applicant also irrevocably consents that SPF is authorised to subcontract the provision of its services in this agreement to any other reputable provider if it so desires without notice, consent or advice being required to be given to the Applicant. 5. Applicant and SPF agree that all disputes arising out of or in connection with this Agreement with the exception of the Non Disparagement Clause shall be fully and finally resolved by arbitration in accordance with the rules of the Arbitration Association in Nevis, by one or more Arbitrators appointed in accordance with said rules. All such arbitration awards shall be binding on all Parties and enforceable by law. Applicant in this agreement consents willingly to waive all rights to engage in any legal action in any court in any jurisdiction and agrees that any and all disputes between the parties with the exception of the Non Disparagement Clause will be resolved solely by way of Arbitration in Nevis unless decided otherwise by SPF. The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse in court by or through any other means, in so far as such waiver can validly be made. 6. Applicant agrees to act with Privacy and Confidentiality by protecting the personal and professional reputation of SPF by agreeing that, neither it nor any of its Affiliates, employees, investors, family, friends or Associates will directly, indirectly or anonymously, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing) including web sites, media, or social media, any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory, disparaging, critical of, or negative toward SPF or any of its directors, officers, affiliates, subsidiaries, employees, agents or representatives or any Applicant party associated with any transaction being facilitated by SPF. In the event Applicant breaches this Non Disparagement Clause, SPF is immediately and automatically to be awarded liquidated damages of $1,000,000 (One Million) USD for each proven public disparaging statement and $500,000 (Five Hundred Thousand Dollars) USD for each proven private disparaging statement and SPF will have the full legal right to immediately terminate any transactions that SPF has facilitated for or on behalf of Applicant and pursue any and all legal remedies against Applicant including court action to enforce this clause and collect any liquidated damages amounts owed by Applicant. Nothing in this clause shall prevent any person from testifying when subpoenaed or required by law by a Government Agency. 7. Applicant agrees that this Application and all agreements reached between the Applicant and SPF in connection with this Application, including, without limitation, the issuance of a Letter of Credit or Standby Letter of Credit, shall be interpreted and enforced in accordance with the laws of Nevis without regard to the conflict of laws rules of Nevis.   **WE, THE UNDERSIGNED APPLICANT, AGREE TO AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS APPLICATION.**   |  |  | | --- | --- | | Applicant / Company Name | Authorized Signature | | Date | Printed Name and Title | |

Insert Client Letterhead Here

1. **DECLARATION OF NON SOLICITATION AND FUNDS OWNERSHIP**

I, (INSERT YOUR NAME) warrant and attest, with full personal and corporate responsibility that as the beneficial owner; I have full legal title and authority with no governing restrictions over the herein described collateral, cash and/or assets and also acknowledged as such by my depository financial institution.

We hereby grant the Transacting Principals and/or Secure Platform Funding full permission and authority to verify, confirm, and reconfirm said collateral and/or assets on a bank-to-bank basis and conduct standard background checks of the collateral and/or assets, and the corporate entity owning such.

I warrant and attest that I have not authorized or offered to any other party, consultant, broker or investor the placement of the collateral and/or assets defined herein nor have I shopped the collateral and/or assets to any other financial broker, consultant or company in the last 8 weeks.

I certify and attest that at no time has your organization or any agent and / or appointee on your behalf made any offer or solicitation.

I, (INSERT YOUR NAME) attest and warrants with full responsibility under the penalty of perjury that:

1. The available Proof of Funds listed in this Application are from good, clean, cleared sources, free and clear of security interests or similar interests of any kind or nature whatsoever.
2. I or the company I act for are the full owners of the Proof of Funds.
3. The Proof of Funds have been legitimately earned and obtained from non-criminal & non terrorist origins.
4. The Proof of Funds are free and clear of any liens or encumbrances and the Proof of Funds are under my signatory control, immediately available and freely transferable without consent of any third party.
5. The Proof of Funds are legally earned, taxed, and include no independent third-party managed funds.
6. The Proof of Funds owner is not a party to a law suit or pending adverse legal action, further, there are no pending contracts existing, or about to exist, that could affect the said funds.
7. All information supplied in the documentation submitted with this Application and the funds involved, are not in violation of the Patriot Act of October 26, 2001, and amendments thereto, with its related financial crimes counterparts however interpreted, defined and enacted, whether within the United States or any other international jurisdiction.

I, (INSERT YOUR NAME), as Account Holder and duly Authorized Signatory, do hereby confirm that I have requested of you and your organization, specific confidential information and documentation on behalf of myself regarding currently available Private Financial Opportunities to serve only my interest, education, and not for further distribution.

I hereby agree that all information received from you is in direct response to my request, and is not in any way considered or intended to be a solicitation of any sort, or any type of offering, and for my general knowledge only. I hereby affirm under penalty of perjury, that I have requested this information from you and your organization of my choice and free will and further, and that you have not solicited me in any way.

I hereby represent that I am not an informant, nor am I associated with any government agency of the United States of America, or any other country, such as the Secret Service, Internal Revenue Service, Federal Bureau of Investigation, Central Intelligence Agency, Securities and Exchange Commission, Banking Commission, Interpol, any countries Financial Market Authority, nor any agency whose purpose is to gather information regarding such transactions or offerings.

I understand that any contemplated transaction is strictly one of a private nature, and is in no way relying upon, or relating to, the United States Securities Act of 1933, as amended, or related regulations, and does not involve the sale of public securities.

Further, I hereby declare that you have disclosed that you are not a licensed security trader, attorney, bank officer, certified public accountant or financial planner. Any information, work or service conducted hereunder is that of a private individual and that this is a project funding transaction that is exempt from the Securities Act and not intended for the general public but Private Use only.

I acknowledge that submission of this application is no guarantee of acceptance, that no reason for being declined needs to be given, nor do I have a right to appeal any decision. I agree that regardless of the outcome with my application I will not to make any negative public or private statement either in writing or verbally to any other party, website, media company or person.

The electronic or facsimile transmission of these documents shall be considered a binding and enforceable instrument, treated as original copy. Original may be obtained upon request.

I, (INSERT YOUR NAME), hereby declare with full personal and corporate responsibility under penalty of perjury that the information given within this application true and correct, genuine and accurate, that I have had the opportunity to consult appropriate professional accounting and legal advice and that I have read and voluntarily agree to all statements in this documentation without reservation or hesitation.

By: (INSERT YOUR NAME)

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Passport Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insert Client Letterhead Here

1. **BOARD OF DIRECTORS CORPORATE RESOLUTION**

A special meeting of the Board of Directors of (Company Name) (hereinafter referred to as “Corporation”) was duly held in accordance with the Articles of Association/By Laws of the Corporation on the \_\_\_/\_\_\_/\_\_\_

Present at the meeting were the following Directors: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 with a value of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on deposit at (Bank Name) for the purchase of a Letter of Credit (LC) or Standby Letter of Credit (SBLC) which is to solely be used as payment security for the Goods Described in this application.

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 above shall have the authority to negotiate all details and sign the final contract with the officer representing the investment, monetization, sale, trading or private financial opportunity and associated authorities or bank officers.

There being no further business, the meeting was declared adjourned, and in witness thereof, the directors signed below on the date first written above.

Signed and sealed this date of \_\_\_/\_\_\_\_/\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Legal Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Passport # :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Passport Issuing Country:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insert Client Letterhead Here

1. **PASSPORT**

|  |
| --- |
| **Insert Full Color Photo of your Passport Here** |

I, (INSERT YOUR NAME), hereby declare with full personal and corporate responsibility under penalty of perjury that the passport above is mine and is true and correct, genuine and accurate.

By: (INSERT YOUR NAME)

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Passport Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insert Client Letterhead Here

1. **PROOF OF FUNDS**

|  |
| --- |
| **Insert Full Color Photo Below of Your Current Bank Statement**  **OR Online Banking Account Balance**  **Must be Good Clear Photo and NOT Sanitized with Information Obstructed or Hidden** |

I, (INSERT YOUR NAME), hereby declare with full personal and corporate responsibility under penalty of perjury that the Proof of Funds balance above is true and correct, genuine and accurate as of the date I have signed this declaration and that the funds above are under my direct control, earned freely and legally, are not from any criminal activity or origin and are unencumbered and available to complete any transaction the corporate resolution in this application requires.

By: (INSERT YOUR NAME)

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Passport Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insert Client Letterhead Here

1. **COMPANY CERTIFICATE OF INCORORATION**

|  |
| --- |
| **Insert Full Color Photo of your Company Certificate of Incorporation Here** |

I, (INSERT YOUR NAME), hereby declare with full personal and corporate responsibility under penalty of perjury that the Certificate of Incorporation above is true and correct, genuine and accurate.

By: (INSERT YOUR NAME)

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Passport Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Insert Client Letterhead Here

|  |
| --- |
| **Insert Full Color Photo of your Purchase Invoice or Purchase Contact Here** |

1. **COPY OF PURCHASE INVOICE OR PURCHASE CONTRACT**

I, (INSERT YOUR NAME), hereby declare with full personal and corporate responsibility under penalty of perjury that the Purchase Invoice or Purchase Contract above is true and correct, genuine and accurate.

By: (INSERT YOUR NAME)

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Passport Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **NON-SOLICITATION, NON-CIRCUMVENTION, NON-DISCLOSURE, NON-DISPARAGEMENT AGREEMENT**

***PARTIES AND PURPOSE***

The undersigned are potentially and mutually desirous of doing business with respect to the arranging a financial transactionin cooperation with one another and with potential third parties for the mutual benefit of all. It is their intention that the information exchanged among the signatories in the course of doing business, as well as the documents which will be generated subsequent to the execution of this Agreement, including but not limited to Buyers, Financers and Sellers identity, their websites or any electronic information and data, letters of intent, full corporate offers, bank comfort letters, contract terms and conditions, project plans and details, business and finance plans, financial and banking details or pre-advised payment instruments, and/or any information contained in such documents, will not be passed, under any circumstance, to another intermediary or broker or trader of any other company or private person who is not an end buyer or end supplier, without prior specific written consent of the party or parties generating or without proprietary rights to such information and/or documentation.

This Agreement shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives, successors, clients and assigns (hereinafter collectively referred to as ‘The Parties’) jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions SPFly stated and agreed to below. Furthermore, whenever this Agreement shall be referenced in any subsequent document(s) or written agreements, the terms and conditions of the Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement that are in any way a component of what shall hereinafter be referred to as ‘The Project’ or ‘The Transaction’.

**NOW, THEREFORE, IT IS MUTUALLY AGREED**

**AGREEMENT NOT TO DEAL WITHOUT CONSENT**

The Parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other’s’ interest, or the interest or relationship between The Parties, by means of any procedures, sellers, buyers, consultants, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions, or the continuance of pre-established relationships, or to intervene in un-contracted relationships with manufacturers or technology owners, intermediaries, entrepreneurs, legal counsel, or to initiate and buy/sell or any transactional relationship that by-passes one of The Parties in favor of any other individual or entity, in connection with the subject Transaction or Project or any related future Transaction or Project.

**RELATIONSHIPS AND PREVIOUS RELATIONSHIPS**

If either Party has already established a previous relationship with the parties to a transaction or the contract introduced in the specific transaction, the Party with the previous relationship or transaction will immediately notify the other Parties by email or fax outlining the prior relationship and in that specific case, the Party with the previous relationship or transaction will be exempt from the non-circumvention clause of this Agreement. The other Party reserves it abilities and right to dispute the existence of prior relationship. Furthermore, The Parties agree that this Agreement shall not be construed to impede the development of normal day to day business relationships regardless of the existence of a pre-existing relationship on the part of either Party, such as, other direct seller’s portfolios and including but not limited to lenders and other mortgage brokers.

**AGREEMENT NOT TO DISCLOSE**

The Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any unauthorized individual or entity any confidential information provided by one party to another, including but not limited to contract terms, product information or manufacturing processes, prices, fees, financial agreements, schedules and information concerning the identity of sellers, producers, buyers, lenders, borrowers, consultants distributors, refiners, manufacturers, technology owners, or the representatives of any of the above, as well as names, addresses, principals or telex/fax/telephone numbers, references to product or technology information and/or any other information deemed confidential or privileged within the broadest possible scope of The Project or The Transaction without prior specific written consent of the party or parties generating or with proprietary rights to such information.

**AGREEMENT TO HONOR COMMISSIONS**

The Commissions will be paid between the Parties to this agreement as agreed to for each separate and individual transaction which will be detailed in a separate written Agreement. Commissions shall be paid through the designated paymaster, at the close of the transaction. All Parties herein unconditionally agree and guarantee to honor and respect all such irrevocable fee agreements.

**AGREEMENT TO INFORM**

In the specific situation where a Party acting as an agent of the parties to this agreement or a buyer’s representative and any associated parties to this the seller to deal directly with one another, said Party 2 in this agreement shall be informed of the subsequent development of all transactions between the buyer or the buyer’s representative, and shall be provided timely copies of all pertinent developmental and/or transactional correspondence and documentation relative thereto by the buyer or the buyer’s representative and/or the seller.

**NON DISPARAGEMENT**

Party 1 agrees to act with Privacy and Confidentiality by protecting the personal and professional reputation of Party 2 by agreeing that, neither it nor any of its Affiliates, employees, investors, family, friends or Associates will directly, indirectly or anonymously, in any capacity or manner, make, SPF, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing) including web sites, media, or social media, any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory, disparaging, critical of, or negative toward Party 2 or any of its directors, officers, affiliates, subsidiaries, employees, agents or representatives or any party associated with any transaction being facilitated by Party 2. In the event Party 1 breaches this Non Disparagement Clause, Party 2 is immediately and automatically to be awarded liquidated damages of $1,000,000 (One Million) USD for each proven public disparaging statement and $500,000 (Five Hundred Thousand Dollars) USD for each proven private disparaging statement and Party 2 will have the full legal right to pursue any and all legal remedies against Party 1 including court action to enforce this clause and collect any liquidated damages amounts owed by Party 1. Nothing in this clause shall prevent any person from testifying when subpoenaed or required by law by a Government Agency.

**TERM**

This Agreement shall be for ten years commencing from the date of this Agreement. This Agreement may be renewed for an additional ten years, subject to and upon the terms and conditions mutually agreed between and among the signatories. The Parties agree not to make contact with, solicit, deal with, or otherwise to be involved in any transaction(s) with regard to source, contact, trust, strategic partner and/or any other entity that the other Party introduces to or discusses with the other Party for a period of 18 months after termination of this Agreement. The term may be extended automatically if the project is not closed during that time. This Agreement shall apply to: All transactions originated during the term of this Agreement; and all subsequent transactions that are follow up, repeat, or extended transactions or renegotiation(s) of transactions originated during the terms of this Agreement. Each Transaction shall be registered by the parties or their representatives and a record maintained of Date, Party, project and results and sent to all parties as it changes. This agreement supersedes any prior agreement.

**INJUNCTIVE RELIEF AND PENALTIES**

The Parties agree that in the event there is a violation of this Agreement, the Non-Violating Party is entitled to immediate injunctive relief as awarded or instructed by an Arbitrator under the terms of the Arbitration clause in this agreement. Furthermore, any violation of this Agreement is enforceable by a penalty of actual damages, per incident and such penalty shall apply to any and all subsequent transactions with that source, contact, trust, client, strategic partner and/or other entity. This penalty shall survive the term of this Agreement and all extensions and rollovers.

**AGREEMENT NOT TO CIRCUMVENT**

The Parties agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of The Parties with the full knowledge and acquiescence of all necessary Parties, whether or not such fees, commissions remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of The Parties.

**ARBITRATION**

All disputes arising out of or in connection with this Agreement with the exception of the Non Disparagement Clause shall be fully and finally resolved by arbitration in accordance with the appointment of one professional Arbitrator in the country of Nevis as decided by Party 2. All such arbitration awards shall be binding on all Parties and enforceable by law. Party A in this agreement consents willingly to waive all rights to engage in any legal action in any court in any jurisdiction and agrees that any and all disputes between the parties with the exception of the Non Disparagement Clause will be resolved solely by way of Arbitration.

The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse in court by or through any other means, in so far as such waiver can validly be made.

Each of Parties named in an Arbitration proceeding and/or required to appear under such a proceeding, unless otherwise agreed, shall be responsible for its own legal expenses. The prior sentence notwithstanding, any Party adjudged by the Arbitrator to be in material breach of this Agreement shall compensate in full the aggrieved party, it's heirs assignees and/or assigns, for the total remuneration received as a result of business conducted with the Parties covered by this Agreement, plus, subject to the determination of the Arbitrator reasonable arbitration costs, legal expenses, and other charges and damages incurred relative to its dealings with banks, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the aggrieved party, notwithstanding any other provisions of the awarded.

**FORCE MAJEURE**

Each of the Parties shall not be considered or adjudged to be in violation of this Agreement when the violation is due to circumstances beyond its reasonable control, including but not limited to Acts of God, natural disasters, civil disturbances, war, fire, floods, strikes and failure of third parties to perform their obligations to either Party. As a condition to the claim of no-liability the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause.

**AGREED AND ATTESTED**

Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as an individual, corporate body or on behalf of a corporate body.

NOTE: Initial, Date and Sign all pages in sequence including all parties representing the Party 1 and Party 2.

**Party 1**:

Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature Date\_\_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name & Company Position

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Party 2**

Company Name: Secure Platform Funding

Email: Admin@SecurePlatformFunding.com

Website: www.SecurePlatformFunding.com

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Management