**LEASED SBLC / BG OVERVIEW,**

**DOA & CLIENT APPLICATION**

***The Safe and Secure Method of Issuing a Leased BG / SBLC from a World Top 50 Bank***

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***A picture containing object

Description generated with high confidenceSBLC & BG available from 10M to 500M in USD or EURO***

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|  |  |
| --- | --- |
| **Including Deposit Protection by Independent Trustee** |  |

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 MICROSOFT WORD FORMAT TO:** [**fundings@execs.com**](mailto:fundings@execs.com)

**This Program is Exclusively Offered by:**

**Execs Funding LLC**  
244 Madison Avenue   
New York City,   
New York, 10016-2417   
USA  
Tel: +1 571 392 9510   
Email: inquiry@execs.com, fundings@execs.com

**A group of people standing next to a person in a suit and tie

Description generated with very high confidence**

**Partnering for Success**

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.*

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**Part 2: DOA & Client Application**

1. **Complete Financial Instrument Deed of Agreement**

***including* Client Application**

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**Funding Solutions that are Safe, Effective & Genuine**

**Part 1:**

**Purchased Leased SBLC & BG Overview**

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**Banking Insiders NOT Brokers!**

**Independent Trustee Protection**

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**The Biggest Issue for Most Investors is Protecting their Deposit and avoiding being Scammed.**

We have achieved Full Protection of Investors Deposits by ensuring that all investors pay their Deposit funds to an Independent Trustee who protects and holds the investors funds safely in Trust.

Funds are NOT released by the Independent Trustee to the SBLC / BG Issuer until the Issuers Bank has successfully delivered the Swift MT799 to the Clients Bank and the Independent Trustee has verified that the Clients Bank has received, authenticated and verified the authenticity of the Swift Mt799. Only after the Clients Bank has received, authenticated and verified the authenticity of the Swift Mt799 will the Trustee release the Clients funds to the SBLC / BG Issuer so they can complete the transaction by delivering the Swift MT760 to the Clients Bank.

Investors Funds are totally protected by the Independent Trustee because if for **ANY REASON** the Issuing Bank DOES NOT Successfully complete the delivery of an authentic MT799 to the Clients Bank **OR** the Clients Bank does not authenticate and verify the authenticity of the Swift Mt799 from the SBLC / BG Issuer then the Independent Trustee will within 10 days of confirming this will return the Investors Deposit Funds back to the Investors Bank Account.

Using this method, we are able to protect investor’s funds and ensure we only close and complete genuine, legitimate funding transactions.

The Independent Trustee is a seasoned Financial Instruments Expert who works and lives in one of the world’s Largest Financial Centers. With years of experience completing successful financial transactions and does not work for either the SBLC / BG Issuer or our SBLC / BG Monetizer.

**The Independent Trustee is available for in person face to face meetings with investors as well as being contactable by phone, email and skype.**

The Independent Trustee signs the SBLC / BG Lease Agreement along with the Investor and the SBLC / BG Issuer and all parties provide full and detailed disclosure of their addresses, passports and detailed contact information. Nothing is hidden so the entire process is completely transparent.

**A close up of a logo

Description generated with high confidence6 Reasons People Fail with Financial Instruments**

Here are the 6 Reasons why many people Lose Money or Waste Large amounts of Time in the Financial Instruments market Without achieving Success:

1. **Price Shoppers –** People are lured in by fake artificially low prices of financial instruments offered by scammers. When a scammer *isn’t delivering anything real* they can afford to offer you the deal of the century! Price Shopping clients will always get a bargain that will cost them a fortune.
2. **Greed Freaks –** People get blinded by Greed and the possibility of becoming an Instant Millionaire, so they stop thinking rationally and clearly. They stop being careful and start being careless which causes them to not see *all the obvious warning signs* that lead right to a scammers front door.
3. **Speed Dating –** People that have *never closed a real transaction before* create a complex set of financial instrument procedures and then engage 55 brokers to trawl the internet as their speed dating service trying to find another party to match their procedure. This is the playbook of an amateur who has as much chance of winning the lottery as he does changing the whole financial instruments industry to solely work with his isolated ill-conceived procedure.
4. **Free –** Some folks started a false rumor 10 years ago telling people they could buy financial instruments with no cost, no upfront fees, no money needed at all. This fairytale has become so famous. Now, thousands of people mistakenly believe it! *Banks have NEVER sent multimillion dollar assets to customers for FREE and then hope the customer pays them later*. This would be financial lunacy! We have offered a reward for years to ANY customer that can show us evidence they made millions from completing a no upfront fee deal. Not 1 person has ever claimed the reward! Don’t believe in fairytales.
5. **Unrated Bank Trap –** Most Unrated Bank Instruments are cheap because they *aren’t worth the paper they are written on!* Anyone can buy a banking license from an offshore country for $2,000 USD and call themselves a bank. There is a reason Unrated Banks charge $25,000 USD for a 100 Million Financial Instrument! They know it’s not worth $25,000! You can’t buy crap and get rich; you have to buy quality financial instruments from Rated Banks. Read
6. **Bank to Bank Ignorance –** People mistakenly think Banks sell Financial Instruments, they DON’T! The Bank is a Post Office that acts on instructions from one of the Bank Account Holders to write a financial instrument against the Account Holders Bank Account and deliver it to a client. *Account holders sell instruments, banks just deliver them!* There are many ignorant people in the industry demanding to solely purchase a financial instrument from the bank!That will NEVER happen because the bank doesn’t sell them, they just deliver them! If you don’t deal with the Account Holder, you will NEVER buy a financial instrument.

Execs Funding LLC has designed a Managed SBLC Program to help you avoid the above mistakes and to help you achieve a safe successful authentic funding solution.

**Company Profile**

A group of people posing for the camera

Description generated with very high confidence

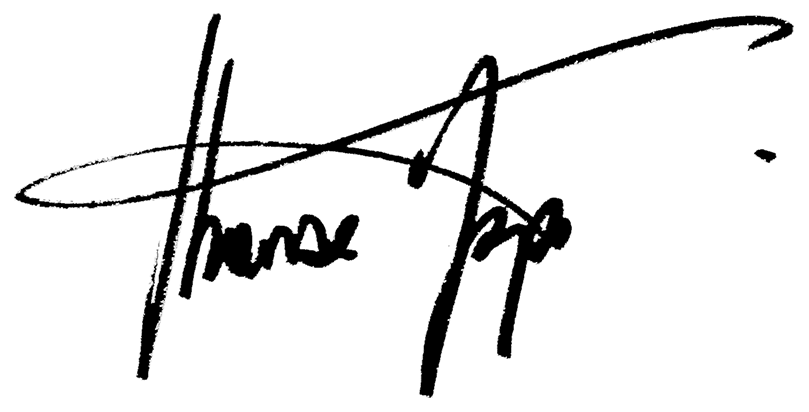
Execs Funding LLC is a group of Banking and Finance industry professionals with a core Company Executive Team that has over 35 years’ on finance industry experience. Members of our Executive Team have worked in the Financial Instruments Department of World Top 25 Banks and completed deals worth billions of dollars. Our Team consists of seasoned Bankers, Dealmakers, Commodities Traders and Solicitors all with proven track records of success.

We are NOT Brokers! We have a unique perspective of the industry from the inside out. Our company was established in 2008 and we have operated as a Financial Instruments, Commodities and Monetization Wholesaler. We provide a secure, solid gateway for retail clients to utilize the service, structure and expertise of Execs Funding LLC. In 2017 our business group undertook a strategic realignment of assets which resulted in the creation of the current company that Execs Funding LLC currently operates from in New York.

Our management executive has previously closed numerous large financial transactions for themselves, as well as company as client transactions. As a result, our business is not motivated by volume or size of a transaction but by the quality, security and safety of a transaction with a client. We value our clients Privacy and Security and have established processes and an infrastructure that provides a safe haven for investors no matter how significant or prominent their profile.

We provide accurate, timely, no nonsense advice to a selected number of clients that we approve and choose to engage in a business relationship with. We do not accept all clients, so those we chose to do business with understand that’s it is a valued privilege to be a client of Execs Funding LLC, not a right.

Yours Sincerely



Thomas Bergen

Chief Executive Officer

**Leased SBLC/BG Completion Roadmap**

|  |  |
| --- | --- |
| **Stage 1** | **Client Compliance Application** |
|  | All clients are required to complete this Execs Funding LLC Leased Financial Instrument Deed of Agreement & Client Compliance Application **(PART B in this document)** which provides Client Information and Important Required Banking Disclosures. |
| **Stage 2** | **Audit** |
|  | Our Legal Department Audits the Leased Financial Instrument Deed of Agreement & Client Compliance Application for missing information, inconsistent data, mistakes and incongruent information. |
| **Stage 3** | **Corrections (If Required)** |
|  | *(If Required)* The Leased Financial Instrument Deed of Agreement & Client Compliance Application is returned to the client by our Legal Department and the client is asked to make the necessary corrections, changes or provide additional information as required. |
| **Stage 4** | **Re-Audit** |
|  | Our Legal Department Audits the Leased Financial Instrument Deed of Agreement & Client Compliance Application for missing information, inconsistent data, mistakes and incongruent information. Once the Application Passes Audit it moves to Compliance. |
| **Stage 5** | **Compliance** |
|  | Our Compliance Team Reviews the Leased Financial Instrument Deed of Agreement & Client Compliance Application to check the authenticity of the information provided, the good standing of the Applicant and that the funds earned by the client will not be used for an illegal activity such as drugs, guns or money laundering. |
| **Stage 6** | **Signed** |
|  | All 3 Parties: Client, Independent Trustee and Provider sign the Leased Financial Instrument Deed of Agreement which contains full details of the Independent Trustee, Provider, Protections of the Clients Deposit and the process for the completion of the transaction. |
| **Stage 7** | **Independent Trustee Call** |
|  | We may schedule a Phone, Skype or Skype Video Call (if required by Client) between the Client and the Independent Trustee where the client can ask as any questions as he / she desires. |
| **Stage 8** | **Independent Trustee Meeting (If Required)** |
|  | *(If Required by the Client)* We willschedule a Physical Face to Face Meeting between the Client and the Independent Trustee. |
| **Stage 9** | **Deposit Paid** |
|  | The Client then pays the Deposit and Insurance to start the program. |
| **Stage 10** | **Leased SBLC / BG Delivery Commences** |
|  | The 9 Step Leased SBLC / BG Delivery Program commences as follows:   1. SBLC is Ordered with the Bank 2. SBLC is Created 3. Issuing Banks Sends MT799 – *(Copy provided to Client)* 4. Receiving Bank Verifies and Authenticates the MT799 5. Receiving Bank Replies to MT799 6. Issuing Bank receives Receiving Banks MT799 7. Issuing Bank Sends MT760 - *(Copy provided to Client)* 8. Receiving Bank Verifies and Authenticates the MT760 9. Client pays the Provider the Instrument Lease Fee within 10 Days. |

**The Unique Advantages of Purchasing a**

**Leased SBLC / BG**

* **World Top 50 Standby Letter of Credit (SBLC) or Bank Guarantee (BG) available**
* **SBLCs & BGs available in both USD or EURO Currencies**
* **Independent Trustee protects Client Deposit until Mt799 is authenticated and verified.**
* **7 to 10 Days to Complete Full Payment after Mt760 Delivery to your Bank.**
* **Mt799 Pre advice Included with SBLC & BG Delivery**
* **Low Leasing Rate of 10+2 (12% Total)**
* **No Personal or Corporate Credit Checks**
* **No Project Documentation Required**
* **DOA normally Signed within 48 Hours of being returned Completed**
* **Simple Delivery Mt760 direct to your Bank.**
* **Up to 2% Commission Paid to Brokers**
* **All Standby Letter of Credit (SBLC)s or Bank Guarantees (BG)s are Fresh Cut specifically for each Client**

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*“With 35 Years of Finance and Banking Industry Experience the Execs Funding LLC Executive Team understands the Banking Industry from the Inside, because members of our Team worked in the Financial Instruments Department of a World Top 25 Bank. We can Achieve Results others can't because we understand from the Inside, what it takes to close a deal from the Outside!”*

**Quality Bank = Quality Result!**

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**This Leased SBLC / BG Program utilizes Standby Letters of Credit or Bank Guarantees that are issued by a respected Top 50 World Bank because of the underlying financial strengths of that organization and the fact they are:**



* Highly Respected
* Safe
* Valuable
* Internationally Recognized
* Financially Stable
* Long Term Expertise in SBLCs

The Standby Letters of Credit or Bank Guarantees we use in this program have been Pre-Approved by our Provider for prompt and efficient Delivery, Authentication and Verification to designated Client Accounts. We solely use Tested, Proven, Highly Credible and Well-Established service providers to issue Standby Letters of Credit and Bank Guarantees.

**Why the Deposit is Essential!**

ALL Clients who wish to Purchase a Leased SBLC / BG MUST pay a Deposit to the Independent Trustee. No Deposit, No Leased SBLC or BG.

**4 Reasons The Deposit is Required:**

1/ World Top 50 Banks will NOT issue a SBLC / BG unless they have an assurance that when they complete delivery of the SBLC to the Clients Bank that they will be promptly paid for creating and delivering the SBLC or BG.

2/ ALMOST ALL banks now require Clients to make a good faith payment at the start of a SBLC / BG transaction. Too many Banks have been burned with failed SBLC / BG transactions by clients who have refused to show any capacity to be able to:

1. Either make a good faith payment, or
2. Settle a legitimate SBLC / BG transaction.

The High Rate of failed SBLC/ BG transactions from clients who have not invested any money in the settlement of their own SBLC / BG transactions has lead Most Banks and Financial Instrument Providers to now require good faith payments BEFORE a SBLC / BG is Issued by a bank.

3/ If a client could get a $70 Million or $200 Million Dollar Standby Letter of Credit or Bank Guarantee issued without contributing a single dollar, every homeless person on the planet would be doing it! There has to be a common-sense barrier to prohibit that sort of foolishness and misuse. Obtaining a SBLC / BG without providing any kind of Deposit is a Fairy Tale that has never existed.

4/ There has been a high level of fraud with Proof of Funds and Bank Statements. Execs Funding LLC’s view is if a client cannot transfer the required Deposit for a Leased SBLC or BG Purchase to an Independent Trustee (after all program documents are signed by all parties) when they “claim” to have funds to buy a $20 Million Dollar Standby Letter of Credit or Bank Guarantee, then the client probably is NOTreal and Execs Funding LLC shouldn’t be doing business with them.



Deposit Schedule

The following Lease SBLC / BG Deposits and Insurance Fees are required to be paid AFTER ALL parties have signed the Leased Financial Instrument Deed of Agreement.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **BG / SBLC**  **Value** | **Required Deposit** | **Insurance Fee** | |  | **Total Payment Required** |
| **$10 Million** | **$250,000** | **+** | **$10,000** | **=** | **$260,000** |
| **$20 Million** | **$265,000** | **+** | **$15,000** | **=** | **$280,000** |
| **$30 Million** | **$280,000** | **+** | **$20,000** | **=** | **$300,000** |
| **$50 Million** | **$295,000** | **+** | **$25,000** | **=** | **$320,000** |
| **$70 Million** | **$315,000** | **+** | **$35,000** | **=** | **$350,000** |
| **$100 Million** | **$350,000** | **+** | **$50,000** | **=** | **$400,000** |
| **$150 Million** | **$385,000** | **+** | **$65,000** | **=** | **$450,000** |
| **$200 Million** | **$425,000** | **+** | **$75,000** | **=** | **$500,000** |
| **$300 Million** | **$515,000** | **+** | **$85,000** | **=** | **$600,000** |
| **$400 Million** | **$550,000** | **+** | **$100,000** | **=** | **$650,000** |
| **$500 Million** | **$580,000** | **+** | **$120,000** | **=** | **$700,000** |

**Need a SBLC / BG Larger than 500 Million?**

We DO NOT issue Standby Letters of Credit (SBLC)s or Bank Guarantee (BG)s over 500 Million as financial instrument transactions larger than 500 Million often get stopped and flagged in every Bank and Governments Compliance Department and held for audit. These Bank and Government Audits can often delay client transactions for months because the instrument value exceeds normal bank and government transaction parameters. We therefore recommend if you want to complete transactions larger than 500 Million that you do a series of tranches of no more than 500 Million. Example: For a 2 Billion Dollar SBLC, have it delivered in 4 x 500 Million SBLCs.

**No Upfront Fees**

The Sad Reality is our industry is full of people that believe the fairy tale that SBLCs and BGs can be obtained with NO MONEY UPFRONT. The fact is they can't! They never have been able to be purchased for free and they never will be! ALL Banks especially World Top 50 banks charge fees to create and deliver the SBLC / BG to the Client. Banks don’t work for FREE and they won’t deliver assets worth millions of dollars to a client account for FREE and then hope the Client will pay them later!

**IMPORTANT: *If you want to complete a genuine, real, legitimate SBLC or BG transaction you have to lodge a Deposit with our Independent Trustee who will act in your best interests and protect your funds completely.***

**Brokers & Brokers 100% Protected**

We value and appreciate the role Brokers & Brokers play in facilitating client transactions. Here are the Execs Funding LLC commitments to Brokers & Brokers….

* **Brokers are Always 100% Protected & Respected**
* **Healthy Commissions Paid on every Deal**
* **Be Direct to Execs Funding LLC the Finance Source, NOT in a Broker Chain!**
* **Earn up to 1.5% Commission on Every Deal**
* **Professional Broker Support**
* **Wide Range of Financial Instrument, PPP and Funding Client Services**
* **Master Country Broker Licensing is also available.**
* **We offer 3 Profitable Broker Levels being:**
  + **Gold**
  + **Silver**
  + **Bronze**

Contact us via email for more **inquiry@execs.com**



**Questions and Answers**

QUESTION: Can I use my own Escrow or Independent Trustee?

***ANSWER:*** *No. The Independent Trustee we utilize is a long time Financial Instruments industry expert who has completed numerous successful transactions with the SBLC / BG Provider. We use this Trustee because his intimate understanding of the financial instruments market enables him to quickly get to the bottom of any issue that arises and get it resolved or refund clients’ money.*

QUESTION: Can I provide Proof of Funds from one account but send the cash from a different account to the Independent Trustee?

***ANSWER:*** *Yes. As long as all funds must be clean, clear and from a non-criminal origin.*

QUESTION: Can I Get an SBLC or BG with No Upfront Fee?

***ANSWER:***Generally the only SBLC or BG Providers who provide financial instruments with no upfront fee are unrated banks or dodgy financial institutions who issue worthless SBLC paper that often isn’t worth the money it’s written on. Remember, just because something is cheap, doesn’t mean it’s good! Chances are if you can get a cheap SBLC or BG, someone is selling you a lemon no one else wants and you are going to get hurt! Our Provider only Issues SBLCs and BGs from Top 50 World Banks because that’s the best and safest strategy for our clients.

QUESTION: I have 55 questions where can I email or phone to have all my questions answered?

***ANSWER:***We solely allocate time and resources to SERIOUS CLIENTS who have supplied and COMPLETED the Purchasing Leased BG or SBLC Application. When you have supplied that completed documentation to us then we will happily allocate one of our experts to answer all your questions.



**IMPORTANT: WE RECOMMEND ALL CLIENTS TAKE LEGAL AND ACCOUNTING ADVICE PRIOR TO COMPLETING ANY SBLC OR BG TRANSACTION.**

**Our Strongest Recommendation!**

*The biggest mistake most people make is to try and deliver a SBLC or BG to their own Funder. In our experience up to 40% of transactions where SBLCs or BGs are delivered to Third Party Funders Fail because the funder does not perform. We strongly recommend to ALL CLIENTS that you use our Managed SBLC Program where we Issue a SBLC direct to our own proven Monetizer. The Managed SBLC Program has proven to be the safest method of successfully generating funding. Here are a few details:*

**Managed SBLC Program**

***The Safe and Secure Method of Issuing & Monetizing a SBLC***

***to create 3M, 15M or 40M of Non-Recourse Funding.***

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***Quality Non-Recourse Funding Solutions for Business, Real Estate, Investment & Projects Including Full Deposit Protection by an Independent Trustee***

**Three Program Options**

***Option 1: $260K USD Deposit to 3M*** ***Funding***

***Option 2: $350K USD Deposit to 15M Funding***

***Option 3: $500K USD Deposit to 40M Funding***

**How to Get Started!**

**Step 1: Complete the Purchasing Leased BG or SBLC Application Form.**

**Step 2: Complete the Purchasing Leased BG or SBLC Application and send it to: fundings@execs.com**

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*“The only difference between a Rich person and a Poor person is how they use their time.”*

*Robert Kiyosaki*

**Part 2:**

**Leased Financial Instrument Deed of Agreement (DOA) and Client Application**



**Banking Insiders NOT Brokers!**

**PROGRAM ELIGABILITY DECLARATION**

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

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

City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Country:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

hereby confirm the following:

1. **Program Confirmation**

I would like to apply for enrolment and acceptance into the following selected program:

**[\_\_] Purchase a Leased [\_\_] BG / [\_\_] SBLC**

**For a Value of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ ] USD / [ ] Euros**

1. **Eligibility Declaration**

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

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

* Afghanistan
* Libya
* North Korea
* Sudan
* Syria
* Yemen

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

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

**(DOA) LEASED FINANCIAL INSTRUMENT**

**DEED OF AGREEMENT**

**CRITICAL TIME LIMITED AGREEMENT:**

This Agreement shall remain valid and in full force, subject to not being signed by both parties, for ten (10) calendar days only.

Date: 22 August 2018

To: Provider & Independent Trustee

**Re: Delivery of $XX,000,000.00 (XX MILLION USD) BG / SBLC**

I, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** Holder of Passport Number: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** issued by **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereby confirm with full legal and corporate responsibility, and under penalty of perjury, that we are ready willing and able to purchase with good, clean, clear and unencumbered funds of non-criminal origin through our banking source,Standby Letter of Credit (SBLC)s / Bank Guarantee (BG) under the terms and conditions stated herein.

**PURCHASER’S FULL INFORMATION**

|  |  |
| --- | --- |
| Corporate Name: |  |
| Mailing Address: |  |
| Country: |  |
| Represented by:  Corporate Title:  Citizenship:  Passport No / Valid: |  |
| Telephone Number: |  |
| Email: |  |

Here in after referred to as the **'PURCHASER',** on one part, and

**PROVIDERS FULL INFORMATION**

|  |  |
| --- | --- |
| Corporate Name: |  |
| Mailing Address: |  |
| Country: |  |
| Represented by:  Corporate Title:  Citizenship:  Passport No / Valid: |  |
| Telephone Number: |  |
| Email: |  |

Here in after referred to as the **‘PROVIDER',** on one part, and

**INDEPENDENT TRUSTEE FULL INFORMATION**

|  |  |
| --- | --- |
| Corporate Name: |  |
| Mailing Address: |  |
| Country: |  |
| Represented by:  Corporate Title:  Citizenship:  Passport No / Valid: |  |
| Telephone Number: |  |
| Email: |  |

Here in after referred to as the **‘INDEPENDENT TRUSTEE',** and the other part.

**DEPOSIT PROTECTION**

The INDEPENDENT TRUSTEE is charged with holding and protecting the PURCHASERS Deposit and ensuring that the PURCHASERS funds are safe. The Program commences after the INDEPENDENT TRUSTEE receives the Deposit payment from the PURCHASER.

The INDEPENDENT TRUSTEE undertakes to hold the PURCHASERS Deposit funds in Trust and to ONLY release the PURCHASERS Deposit when:

1. A Brussels Authenticated Swift Mt799 has been sent by the PROVIDERS Bank to the PURCHASERS Bank **and** the PURCHASERS Bank has confirmed receipt of the PROVIDERS Mt799 Swift **and** the PURCHASERS Bank sends a Swift Mt799 to the PROVIDERS Bank confirming they have received and authenticated PROVIDERS Mt799 **and** are ready to receive delivery of the Mt760 from the PROVIDERS Bank. Only when **ALL** of these confirmations occur does the INDEPENDENT TRUSTEE release the PURCHASERS Deposit to the PROVIDER to pay for the Delivery of the Swift Mt760.

**OR**

1. If for any reason the Brussels Authenticated Swift Mt799 is **NOT** sent by the PROVIDER or **NOT** received by the PURCHASERS BANK, or the PURCHASERS Bank does **NOT** send a Swift Mt799 to the PROVIDERS Bank confirming the PURCHASERS Bank is ready to receive the Mt760 then within 14 Bank days of confirmation of this by the INDEPENDENT TRUSTEE, then the INDEPENDENT TRUSTEE will return the PURCHASERS Deposit to the Bank Coordinates listed here:

**PURCHASER: BANK COORDINATES WHERE DEPOSIT IS BEING PAID FROM**

|  |  |
| --- | --- |
| Bank Name: |  |
| Bank Address: |  |
| Account Name: |  |
| SWIFT Code: |  |
| Account Number: |  |
| IBAN Number: |  |
| Bank Officer Name: |  |
| Bank Officer Email: |  |
| Bank Telephone: |  |

**BANK INSTRUMENT TO BE DELIVERED**

Instrument Amount: XX Million – XX Million dollars or euros (*Write amount in Numbers and Letters)*

Instrument: [ ] SBLC or [ ] BG (*Tick One)*

Currency: [ ] EURO or [ ] USD *(Tick One)*

Age: Fresh Cut

Interest Rate: Zero Coupon

Term: One (1) years and One (1) day

Bank: World Top 50 Bank

Delivery: Swift.com Brussels Authenticated Swift Mt799 then Swift Mt760

Format: Fully Cash Backed – (Standard ICC Format see Addendum 11 & 13)

First Tranche: $ XX M – XX Million Euro or Dollars

Subsequent tranches: As per agreed tranching schedule

*Payment after Agreement Signing by All Parties*

Deposit: $XXX, 000 - XX Hundred and XX Thousand USD paid as per Invoice to the INDEPENDENT TRUSTEE

Insurance: $XX, 000 – XX Thousand Dollars paid as per Invoice

Initial Payment Schedule

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **BG / SBLC**  **Value** | **Required Deposit** | **Insurance Fee** | |  | **Total Payment Required** |
| $10 Million | $250,000 | + | $10,000 | = | $260,000 |
| $20 Million | $265,000 | + | $15,000 | = | $280,000 |
| $30 Million | $280,000 | + | $20,000 | = | $300,000 |
| $50 Million | $295,000 | + | $25,000 | = | $320,000 |
| $70 Million | $315,000 | + | $35,000 | = | $350,000 |
| $100 Million | $350,000 | + | $50,000 | = | $400,000 |
| $150 Million | $385,000 | + | $65,000 | = | $450,000 |
| $200 Million | $425,000 | + | $75,000 | = | $500,000 |
| $300 Million | $515,000 | + | $85,000 | = | $600,000 |
| $400 Million | $550,000 | + | $100,000 | = | $650,000 |
| $500 Million | $580,000 | + | $120,000 | = | $700,000 |

*Payment 10 Days after Mt760*

Lease Fee: (10%) Ten Percent of the Face Value by PURCHASER to the bank coordinates below.

Broker Fees: (2%) Two Percent of Face Value payable by PURCHASER as per Invoice to the INDEPENDENT TRUSTEE

**PROVIDER: BANK COORDINATES TO RECEIVE (10%)** **LEASE FEE FROM PURCHASER**

|  |  |
| --- | --- |
| Bank Name: |  |
| Bank Address: |  |
| Account Name: |  |
| SWIFT Code: |  |
| Account Number: |  |
| IBAN Number: |  |
| Bank Officer Name: |  |
| Bank Officer Email: |  |
| Bank Telephone: |  |

Provider reserves the right to use any bank account to receive his Lease Fee and to change his bank coordinates by giving 24 hours written notice to the other parties.

**PURCHASER: BANK COORDINATES TO RECEIVE SWIFT MT799 & MT760 FROM THE PROVIDER**

|  |  |
| --- | --- |
| Bank Name: |  |
| Bank Address: |  |
| Account Name: |  |
| SWIFT Code: |  |
| Account Number: |  |
| IBAN Number: |  |
| Bank Officer Name: |  |
| Bank Officer Email: |  |
| Bank Telephone: |  |

**THE 9 STEP LEASED SBLC / BG DELIVERY PROCESS**

1. SBLC is Ordered with the Bank
2. SBLC is Created
3. Issuing Banks Sends MT799 – *(Copy provided to Client)*
4. Receiving Bank Verifies and Authenticates the MT799
5. Receiving Bank Replies to MT799
6. Issuing Bank receives Receiving Banks MT799
7. Issuing Bank Sends MT760 - *(Copy provided to Client)*
8. Receiving Bank Verifies and Authenticates the MT760
9. Client pays the Provider the Instrument Lease Fee within 10 Days.

**TRANSACTION PROCEDURES**

1. **Agreement –** PROVIDER, PURCHASER and INDEPENDENT TRUSTEE execute, sign and initiate this Leased Financial Instrument Deed of Agreement, which thereby automatically becomes a binding agreement between the parties.
2. **Deposit & Insurance Payment -** Within (2) two days of all Three Parties (PURCHASER, PROVIDER & INDEPENDENT TRUSTEE) signing this agreement or as mutually agreed between the parties, the PURCHASER will wire the Deposit and Insurance Fee as per the Invoices provided.
3. **Delivery Mt799 -** After both Payments have been received, the PROVIDER will:
   1. Order the financial instrument from his Bank.
   2. Instruct his Bank to Create the financial instrument.
   3. Instruct his Bank to schedule the delivery of a Brussels Authenticated Swift Mt799 to be delivered from the PROVIDERS Bank to the PURCHASERS Bank as *per Addendum 11*.
   4. Email a copy of the Mt799 to the PURCHASER
4. **Confirmation of Mt799** - Within 3 Banking days of the PURCHASERS Bank successfully verifying and authenticating the PROVIDERS Swift Mt799, the PURCHASER will instruct his bank to send a Swift Mt799 to the PROVIDERS Bank as *per Addendum 12*.
5. **Delivery of Mt760** - When the PROVIDERS Bank has received the PURCHASERS Banks MT799 then the PROVIDERS Bank will schedule the delivery of the Swift MT760 to PURCHASERS Bank as *per Addendum 13* and Email a copy of the Mt760 to the PURCHASER.
6. **Authentication Mt760** - When PURCHASERS Bank receives, verifies and authenticates the MT760 then the PURCHASER will within (10) Ten days pay by Mt103 Bank Wire the (10%) Ten Percent Lease Fee and the (2%) Two Percent Broker Fee as per Invoices and Email a copy of the payments to the PURCHASE and the INDEPENDENT TRUSTEE.
7. **Additional Tranches** - All subsequent tranches will be based on the same procedures until collateral or funds become exhausted.

**BROKERS IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**

PURCHASER, PROVIDER and INDPENDENT TRUSTEE unconditionally agree to accept this IRREVOCABLE MASTER FEE PROTECTION AGREEMENT, hereinafter “IMFPA”, to pay the below listed and named Brokers up to 2% (Two Percent) of the Value of the Instrument contained in this agreement. 1% is available to be paid to the PURCHASERS brokers and 1% is available to be paid to the PROVIDERS side. This total percentage amount is to be paid for each and every tranche identified, including renewals, rolls and extensions or any further business between PURCHASER and PROVIDER, their shareholders, heirs, assigns or trusts. All payments to the Brokers are payable simultaneously with payment to PURCHASER and INDEPENDENT TRUSTEE. Payments will only be allocated as instructed below to Brokers named herein who completed the Execs Funding LLC Broker Registration Agreement which is mandatory and essential for all Brokers.

This IMFPA shall be valid for the duration of the referenced Transaction between PURCHASER, PROVIDER and INDEPENDENT TRUSTEE, and any and all renewals, extensions, rollovers or any and all transactions forthcoming from this association and /or proprietary information revealed, including any addendums and all additional contracts of any kind between the principals. This IMFPA is a full recourse commercial agreement enforceable under the laws of Hong Kong, which laws shall be the applicable laws governing the construction, performance, interpretation, execution, enforceability, validity and any other such matter(s) regarding this document.

With regards to the herein referenced transaction, the following WILL ACT FOR THE PROTECTED fees when a contract is fully executed and consummated under the terms and conditions mutually agreed between the PURCHASER, PROVIDER and INDEPENDENT TRUSTEE. This IMFPA is being issued at the sole responsibility of PURCHASER for consideration of valuable services provided by the Brokers to PURCHASER.

PURCHASER acting with full Legal Responsibility does now herewith agree and approve INDEPENDENT TRUSTEE to pay the Brokers listed below who are listed herein without delay, without legal impediment, or cost, regardless of any variations or conditions which may be agreed upon jointly by the PURCHASER and PROVIDER. Colored facsimile and/or e-mail attachments of copies of this document will serve as originals and shall be legally binding when signed.

It is fully understood, as stated in the Contract between PURCHASER and PROVIDER, that the contemplated commerce between them hereto, is absolutely confidential. The specific terms and conditions of the document shall be held as private, privileged and strictly Confidential by all parties named herein.

PURCHASER and PROVIDER 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 Hong Kong, 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. PURCHASER 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 unless decided otherwise by INDEPENDENT TRUSTEE. 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.

PURCHASER, PROVIDER and INDEPENDENT TRUSTEE agree that this private transaction is exempt from the Securities Act and is not intended for the general public and all materials are for our “PRIVATE USE ONLY”. It is acknowledged by PURCHASER that all negotiations, terms and conditions regarding this transaction and agreement are solely to be discussed and concluded between the principle parties PURCHASER, PROVIDER and INDEPENDENT TRUSTEE. All principle parties are responsible for the ramifications of their own actions. PURCHASER agrees that Brokers are NOT Advisors of any kind and are not to be held liable for any information they have provided.

PURCHASER, PROVIDER and INDEPENDENT TRUSTEE agree that the Brokers listed in this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are consulting fees or divided interests. Nothing in this agreement construes or creates a partnership or employer/employee relationship between or among the PURCHASER, PROVIDER, INDEPENDENT TRUSTEE or the Brokers. All taxes the independent responsibility of each of the parties being paid and are not the responsibility of PURCHASER, PROVIDER or INDEPENDENT TRUSTEE.

Brokers Approved for Payment by PURCHASER are:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| First Name | Last Name | Passport # | Phone Number | Email |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**CONDITIONS:**

**GENERAL**

The PROVIDER, PURCHASER and INDPENDENT TRUSTEE collectively, hereinafter are referred to as the **‘Parties’**.

WHEREAS, the PURCHASER desires to receive a financial instrument from the PROVIDER, in form of Leased Standby Letter of Credit (SBLC) or Bank Guarantee (BG) for the purpose to secure working capital and / or an enhanced company balance sheet of his business, and further confirms with full corporate and legal responsibility that the PURCHASER has sufficient unencumbered funds available to cover all costs of contained in this agreement.

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

**FUNDS WARRANTY**

The PURCHASER attests and warrants with full responsibility under the penalty of perjury that:

1. All funds the PURCHASER wires under the terms of this agreement are from good, clean, cleared sources, free and clear of security interests or similar interests of any kind or nature whatsoever.
2. The PURCHASER is the owner of the assets.
3. The assets have been legitimately earned or obtained and of non-criminal origin.
4. The assets are free and clear of any liens or encumbrances, that the assets are under their signatory control, immediately available and freely transferable by ourselves without consent of any third party.
5. Funds are legally earned, taxed, and include no independent third-party managed funds.
6. All information supplied in the documentation submitted and the cash 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, the host jurisdiction Marshall Islands, this agreement or internationally.
7. 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 said cash assets.
8. In accordance with Articles 2 through 5 of the Due Diligence Convention and the Federal Banking Commission Circular of December 1991, concerning the prevention of money laundering found Article 305 of the Swiss Criminal Code, Banks have been given the responsibility to ensure proper execution of the obligations concerning verification and identity of the contracting partner and beneficial owner.

**INSTRUMENT RETURN**

The PURCHASER agrees to return the SBLC / BG to the issuing Bank 15 days prior to the Bank Guarantee (BG) / Standby Letter of Credit (SBLC)s expiry date.

**LEASE & BROKER FEE PROTECTION**

Should PURCHASER default to pay the Lease fee to the PROVIDER or the Brokers fee as agreed in this contract within the allowed number of days after authentication of SWIFT MT-760, then the PROVIDER shall instruct his Bank to put a claim on the SBLC / BG thereby forcing the PURCHASERS Bank to return the SBLC / BG to the PROVIDERS Bank with the PURCHASER signatory being personally liable for any and all fees for the payment default including an additional (2%) Damages fee.

**DISCLOSURE OF INFORMATION**

The PURCHASER prior to signing this agreement, warrants it has received; or has had full access to all the information it considers necessary or appropriate to make an informed investment decision with respect to entering this Deed of Agreement. The PURCHASER further acknowledges it has had an opportunity to perform its own due diligence review of the Subject Matter and is willing and desires to proceed with entering this agreement.

**RESTRICTED BANK OFFICER COMMUNICATION**

Improper release of the above banking information, for any reason, without the written prior authorization of other party, shall be considered as a Breach of Contract and will make a defaulted party to be actionable for damages. Each party is not allowed to contact the other party's bank without expressed written permission. Any party attempting to do so will lead to cancellation of this transaction/contract. Any unauthorized calls by any party or its representative lawyers, advisors, brokers or consultants to probe or communicate in an improper way to bank(s) in this transaction shall be prohibited and result in contract termination with (2%) Two Percent penalty fees being due.

**DISPUTES**

Both Parties 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 Hong Kong, 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. 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.

**JURISTRICTION**

This agreement is subject to the relevant international laws for any fraudulent action and such actions will be punished by law. The legal jurisdiction of this agreement is Hong Kong.

**TRANSACTION DEFINITION**

This transaction constitutes a private purchase and lease of bank instruments, conducted between two principal entities to be defined by contract and as such, is not intended to be nor shall be interpreted as a securities transaction as defined by the European Securities Act, the United States Securities and Exchange Act of 1933/34, or as amended by law or any other nation.

**SUB CONTRACT**

The Parties consent to the PROVIDER subcontracting the provision of its services to another reputable PROVIDER if it so desires without notice, consent or advice being required to be given to the Parties.

**HOLD HARNLESS**

Each respective party to this agreement hereby unconditionally agrees that Execs Funding LLC and its company and any of its employees shall be held harmess with this agreement and shall have no liability for any special, consequencial, incidential, punitive or indirect damages or loss from or relating to any breach of this agreement or action of the parties, their contractors or associates. Nor can any party commence or engage in any type of legal, civil or criminal action against Execs Funding LLC its company or any of its employees for any reason

**SEVERABILITY**

In the event that one of the articles or addendum of this Agreement is considered void and unenforceable, then the Parties, in good faith, shall negotiate with any possible correction to the above in order to prevent the dissolution of the entire Agreement.

**AGREEMENT EXECUTION**

Each party to this Agreement represent that it has Full Legal Authority to execute this Agreement and agree to be bound by the Terms and Conditions set forth herein, as well as that this Agreement may be executed simultaneously by and between the Parties via E-mail and/or facsimile Transmission, which should be all deemed as Original. Any statements made herein by either party are all made under penalty of perjury.

**FORCE MAJEURE**

The Parties hereby accept the International provision of the “FORCE MAJEURE” as defined by ICC 458, Publications, whichever relates and applies to the issuance of Bank Guarantee(s).

In the event performance is impossible, commercially improbable, due to an event of force majure such as destruction of the subject matter, banking & financial unrest & turmoil, government unrest & turmoil, a bankruptcy event, or change in bank policy, requirements, regulations, processes etc or actions of a third party which neither the PROVIDER or the INDEPENDENT TRUSTEE controls. The party claiming it has been affected shall contact the opposite respective party giving notice providing the necessary information for the parties to either delay the transaction to some negotiated date, or request the Parties by mutual consent terminate this agreement in its entirety. The PURCHASER acknowledges and agrees that the PROVIDER and the INDEPENDENT TRUSTEE does not control the actions of 3rd parties. This can include the actions of appraisers, auditors, banks, insurers, brokers, asset managers, legal representatives, accountants, governments etc. This can also and most likely include the typical, standard banking, legal & compliance protocols & procedures. As such; the parties agree to work together on a best efforts basis, and in good faith; to cooperate with said 3rd parties to affectuate a proper closing in an expeditious manner. In the event the terms under this agreement cannot proceed due to the actions of said 3rd parties, this shall not be considered a default event and PROVIDER and the INDEPENDENT TRUSTEES shall not be held liable or penalised.

The PURCHASER hereby acknowledges and confirm that neither the collateral PROVIDER nor their associates nor any person on their behalf solicited me in anyway whatsoever that can be construed to be as a solicitation herein. Both parties agree and warrant that each of the parties shall assume his own responsibility, ensure his own authenticity and perform the terms and conditions according to this agreement.

**BY SIGNING THIS AGREEMENT, BOTH PARTIES AGREE UNDER THE LAWS AND TRADING GUIDELINES SET FORTH BY THE ICC THAT THEY ARE READY WILLING AND ABLE TO COMPLETE THIS TRANSACTION UNDER THE TERMS AND CONDITIONS STATED WITHIN THIS FINANCIAL INSTRUMENT DEED OF AGREEMENT.**

Each party hereunder certifies and acknowledges that prior to execution, they have had the opportunity to read this Agreement in its entirety, have had the opportunity to seek their own separate legal and accounting counsel and, as a result, have voluntarily entered into this Agreement fully aware of all its terms and conditions, without any reservations, and that each possess the legal capacity with full legal & competent authority; as further evidenced by each respective signature herein below. You fully accept and approve all covenants, terms, and conditions of this Agreement without duress or reservation.

### AGREED AND ACCEPTED BY THE PROVIDER

Signed on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2018 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for and on behalf of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NAME OF AUTHORIZED SIGNATORY:

TITLE:

NAME OF PURCHASER:

PASSPORT NUMBER:

### COUNTRY OF ISSUE:

### AGREED AND ACCEPTED BY THE PURCHASER

Signed on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2018 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for and on behalf of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NAME OF AUTHORIZED SIGNATORY:

TITLE:

NAME OF PURCHASER:

PASSPORT NUMBER:

### COUNTRY OF ISSUE:

### AGREED AND ACCEPTED BY THE INDEPENDENT TRUSTEE

Signed on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2018 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for and on behalf of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NAME OF AUTHORIZED SIGNATORY:

TITLE:

NAME OF PURCHASER:

PASSPORT NUMBER:

### COUNTRY OF ISSUE:

**ADDENDUMS**



**Banking Insiders NOT Brokers!**

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 Execs Funding LLC 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **The Purchaser.**

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 an investment or private financial opportunity.

Additionally it was unanimously resolved, that Authorized Persons Name of the Corporation who is the authorized signatory of the funds/assets on deposit, is authorized to use corporate bank accounts, to enter into instrument, monetization, sale, trading and fee agreements as necessary, to make selections as to which investment or private financial opportunity will best suit the placement of these funds/assets so as to assure the anticipated financial returns and to receive and distribute all profits from the investment, monetization, sale, trading or private financial opportunity.

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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / **The Purchaser.**

1. **PROOF OF FUNDS – Minimum Balance Required**

*(as Per Deposit Schedule)*

|  |
| --- |
| **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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **The Purchaser.**

1. **PURCHASER: 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **The Purchaser.**

1. **PURCHASER: COMPANY CERTIFICATE OF INCORPORATION**

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

*(Only Required if you are applying as a Company)*

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

By: (INSERT YOUR NAME)

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

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Passport Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **The Purchaser.**

1. **PROVIDER: PASSPORT**
2. **PROVIDER: COMPANY CERTIFICATE OF INCORPORATION**
3. **INDEPENDENT: TRUSTEE PASSPORT**
4. **INDEPENDENT: TRUSTEE COMPANY CERTIFICATE OF INCORPORATION**
5. **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 expressly 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, Brokers, 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, Brokers 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, 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 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.

### AGREED AND ACCEPTED BY THE PROVIDER AS PARTY 2

Signed on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2018 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for and on behalf of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NAME OF AUTHORIZED SIGNATORY:

TITLE:

NAME OF PURCHASER:

PASSPORT NUMBER:

### COUNTRY OF ISSUE:

### AGREED AND ACCEPTED BY THE PURCHASER AS PARTY 1

Signed on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2018 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for and on behalf of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NAME OF AUTHORIZED SIGNATORY:

TITLE:

NAME OF PURCHASER:

PASSPORT NUMBER:

### COUNTRY OF ISSUE:

### AGREED AND ACCEPTED BY THE INDEPENDENT TRUSTEE

Signed on the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 2018 by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for and on behalf of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NAME OF AUTHORIZED SIGNATORY:

TITLE:

NAME OF PURCHASER:

PASSPORT NUMBER:

### COUNTRY OF ISSUE:

1. **PROVIDER SWIFT MT799 TEXT**

**DRAFT TEXT OF PRE-ADVICE BY MT799**

(FINAL VERBIAGE AS PER ISSUING BANK STANDARD FORMAT)

WE, XXXXXXXXXXXXXXXXXXXXX, LOCATED AT XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY,  PURSUANT TO THE REQUEST AND ON BEHALF OF OUR CLIENT, XXXXXXXXXXXXXX, WITH ACCOUNT NUMBER XXXXXXXXXXXXXXXXXXXXX, THAT WE ARE READY, WILLING AND ABLE TO ISSUE AN UNCONDITIONAL, DIVISIBLE, TRANSFERABLE AND ASSIGNABLE, CASH BACKED STAND-BY LETTER OF CREDIT (SBLC) OF ICC PUBLICATION #XXX FORMAT, TO THE BENEFICIARY, XXXXXXXXXXXXXXXXXXXX, WITH ACCOUNT NUMBER XXXXXXXXXXXXXXXX, IN THE TOTAL AMOUNT OF €X00,000,000.00 (XXXXXXXXXXXXXXXXX EUROS), WITH MATURITY DATE OF ONE YEAR AND ONE DAY FROM ISSUANCE DATE AND IT SHALL BE TRANSMITTED VIA SWIFT MT760 WITHIN THREE BANK DAYS UPON RECEIVING MT799 RWA READINESS TO RECEIVE NOTIFICATION TO XXXXXXXXXXXXXXXXX DESIGNATED BANK ACCOUNT FROM XXXXXXXXXXXXXXXX DESIGNATED BANK ACCOUNT.

THERE WILL BE NO LIENS AND ENCUMBRANCES ON THESE INSTRUMENTS WHICH SHALL BE DELIVERED AND AVAILED VIA SWIFT MT760 AND EXACT STANDBY LETTER OF CREDIT.

THIS SWIFT MESSAGE IS VALID FOR TEN (10) INTERNATIONAL BANKING DAYS SINCE ACCEPTANCE DATE ONLY AS AN OPERATIVE INSTRUMENT. ISSUING BANK WILL NOT ENTERTAIN ANY TELEPHONE CALLS, NO FAXES, NO EMAIL, AND NO WALK-IN VERIFICATION IS ALLOWED.  ALL CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

1. **CLIENT SWIFT MT799 RESPONSE TEXT**

**DRAFT TEXT OF RESPONSE BY MT799**

(FINAL VERBIAGE AS PER RECEIVING BANK STANDARD FORMAT)

AT THE REQUEST OF OUR CLIENT, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, WE, XXXXXXXXXXXXXXXXX, LOCATED AT XXXXXXXXXXXXXXXXXXXXXXX, HEREBY IRREVOCABLY CONFIRM THAT WE ARE PREPARED TO RECEIVE, VIA SWIFT MT760 INTO OUR CLIENT’S ACCOUNT, XXXXXXXXXXXXXXXXXXXXX, ACCOUNT NUMBER XXXXXXXXXXXXXXXXXXXXXXX, A CASH-BACKED, ASSIGNABLE, TRANSFERABLE, DIVISIBLE AND UNCONDITIONAL STANDBY LETTER OF CREDIT (SBLC) IN THE TOTAL AMOUNT OF €X00,000,000.00 (XXXXXXXXXXXXXXXXXXXX EUROS) WITH MATURITY DATE OF ONE YEAR AND ONE DAY FROM ISSUANCE DATE; UNDER THE PROCEDURE, TERMS, AND CONDITIONS OF CONTRACT TRANSACTION CODE: WBS/MT760-XXXXXXXXXXX

https://ssl.gstatic.com/ui/v1/icons/mail/images/cleardot.gif

WE, HEREBY CONFIRM THAT ANY FUNDS TO BE TRANSFERRED AS PAYMENT ARE GOOD, CLEAN AND CLEARED FUNDS DERIVED FROM A LEGAL SOURCE.

1. **PROVIDER SWIFT MT760 TEXT**

**DRAFT TEXT OF** **STANDBY LETTER OF CREDIT BY MT760**

(FINAL VERBIAGE AS PER ISSUING BANK STANDARD FORMAT)

FOR THE VALUE RECEIVED, WE, <<<<<<<<<<<<NAME OF BANK>>>>>>>>>>>>>>, WITH REGISTERED ADDRESS AT, <<<<<<<<<<<<REGISTERED ADDRESS OF BANK>>>>>>>>>>>>>>>>>>>>>>> , WITH FULL BANK RESPONSIBILITY, HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST

THIS STANDBY LETTER OF CREDIT NUMBER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, IN FAVOR OF THE BENEFICIARY, \_\_\_\_\_\_\_\_\_\_\_\_\_, OR BEARER AND/OR HOLDER THEREOF, THE SUM OF $X00,000,000.00 (XXX HUNDRED MILLION USA DOLLARS 00/100), IN THE LAWFUL CURRENCY OF THE UNITED STATES OF AMERICA, FOR A PERIOD OF ONE YEAR PLUS ONE MONTH FROM THE DATE OF ISSUE, AT FIRST DEMAND UPON PRESENTATION OF THIS STANDBY LETTER OF CREDIT, AT OUR COUNTERS, ON MATURITY DATE, AND NOT LATER THAN FIFTEEN (15) DAYS AFTER THE MATURITY DATE. SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTION OR CHARGE, FEE OR WITHHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF <<<<<<<< COUNTRY OF ISSUING BANK>>>>>>>> , OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

.THIS STANDBY LETTER OF CREDIT IS UNCONDITIONAL, IRREVOCABLE, CALLABLE, ASSIGNABLE, DIVISIBLE, FREELY TRANSFERABLE, WITHOUT NOTICE, OR PRESENTATION TO US AND WITHOUT PAYMENT OF ANY FEES. ALL ISSUING CHARGES ARE FOR THE ACCOUNT OF THE APPLICANT.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOM RULES AND PRACTICES FOR DEMAND GUARANTEES UNDER ICC PUBLICATION No 600 (ISP98/URDG758) OR LATEST REVISION.

THIS STANDBY LETTER OF CREDIT IS AN OPERATIVE INSTRUMENT, CONFIRMABLE AND VERIFIABLE ON A BANK TO BANK BASIS.