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SUBCONTRACTS INDIA

OUTSOURCING, OFFSHORING & FACILITATING EXPERTS



Call: +19047011166 | Email: info@subcontractsindia.com | <http://www.subcontractsindia.com>

APPLICATION – ASSET MONETIZATION

SAMPLE ONLY

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 projects@subcontractsindia.com

Note: All Recourse & Non-Recourse Loan have a 5% commissions paid out from each loan disbursements.

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INSERT LETTERHEAD HERE

1. PROGRAM CONFIRMATION

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

_____ City _____ State _____

Country: _____

Hereby confirm the following:

A. Program Confirmation

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

☐ Monetized Owned Instrument with a value of \$ _____ Million

☐ Monetized Leased Instrument with a value of \$ _____ Million

The Instrument is a ☐ BG / ☐ SBLC / ☐ MTN / ☐ LTN

The Instrument Currency is ☐ Euro / ☐ USD / ☐ GBP / ☐ Other _____ Specify

The Instrument Issuing Banks Name is: _____ Bank
Country: _____

The Date the Instrument was issued on is: ____/____/____

The Date the Instrument was Expires is: ____/____/____

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

By: (INSERT YOUR NAME)

Signed _____ Date ____/____/____

Title _____ Passport Number _____

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2. ELIGIBILITY DECLARATION

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

_____ City _____ State _____

Country: _____

Hereby confirm the following:

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

- Afghanistan
- Libya
- North Korea
- Sudan
- Syria
- Yemen

I, _____, hereby declare with full personal and corporate responsibility under penalty of perjury that the information given here is true and correct, genuine and accurate and I am not in any of the categories or groups listed above.

By: _____

Signed _____ Date ____/____/____

Title _____ Passport Number _____

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3. CLIENT INFORMATION SHEET

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.

Corporate

Full Name of Institution :
Registration Number :
Date of Registration :
Domicile /Jurisdiction :
Postal Address :
Registration Address :
Physical Address :
(if different from Registration Address)

Business Telephone Number :
Business Facsimile Number :
E-mail Address :
Website :
Corporate Officer 1 and Title :
Corporate Officer 2 and Title :

Business Trading Type / Description :

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Details of Signatory to Contract – Corporate & Individual

First Name :
Last Name :
Date and Place of Birth :
Nationality :
Passport Number :
Date of Issue of the Passport :
Expiry Date of the Passport :
Title in the Corporation :
Mobile Phone Number :
Home Address :
Home Telephone Number :
Home Facsimile Number :
E-mail Address :

Legal Advisor Name :
Legal Advisor Address :
Legal Advisor Telephone Number :
Legal Advisor Facsimile Number :

Do you speak English? :
If no, what language? :
If English is not listed, please provide the name and co-ordinates of a person you designate to translate from English to your preferred language.
Translator Name :
Translator Address :
Translator Telephone Number :
Translator Facsimile Number :
Translator E-mail Address :

Details of the Bank Account – Where your Instrument is held

Bank Name :
Bank Address :
Bank Swift Code :
Account Name :
Account Number :
Account Signatory Name and Title :
Bank Officer Name and Title :
Bank Officer Telephone Number :
Bank Officer Facsimile Number :
Bank Officer E-mail Address :

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4. 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 Bank Instrument.

We hereby grant THE TRANSACTING PRINCIPALS and/or Bank Instruments 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 warrant with full responsibility under the penalty of perjury that:

- a) The available Bank Instrument listed in this Application is from good, clean, cleared sources, free and clear of security interests or similar interests of any kind or nature whatsoever.
- b) I or the company I act for are the full owner or beneficiary of the Bank Instrument.
- c) The Bank Instrument has been legitimately earned and obtained from non-criminal & non-terrorist origins.
- d) The Bank Instrument is free and clear of any liens or encumbrances and the Bank Instrument is under my control, immediately available and freely transferable without consent of any third party.
- e) The Bank Instrument are legally earned, taxed, and include no independent third-party interests.
- f) The Bank Instrument owner and beneficiary are not a party to a lawsuit or pending adverse legal action, further, there are no pending contracts existing, or about to exist, that could affect the said Bank Instrument.
- g) All information supplied in the documentation submitted with this Application and the Bank Instrument 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

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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 _____

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5. 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 the (BG, SBLC, MTN, LTN) Bank Instrument with a value of _____ on deposit at (Bank Name) for an investment, monetization, sale, trading or private financial opportunity.

Additionally it was unanimously resolved, that Authorized Persons Name of the Corporation who is the authorized signatory of the (BG, SBLC, MTN, LTN) Bank Instrument, is authorized to use the full companies corporate authority, to enter into instrument monetization, sale, trading and fee agreements as necessary, to make selections as to which investment, monetization, sale, trading 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: _____

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6. PASSPORT

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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 _____

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INSERT LETTERHEAD HERE

Insert Client Letterhead Here

7.

COPY THE BANK INSTRUMENT

Insert Full Color Photo of the Bank Instrument, if the Bank Instrument is on Euroclear or Bloomberg we need copies of all Pages.

[] Check this box if the instrument is being leased or purchase from Bank Instruments (up to 100 Million face value maximum).

If the Bank Instrument is Not Yet Issued, Insert a Copy of the Bank Instrument Draft from the Issuing Bank

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 Bank Instrument above is true and correct, genuine and accurate as of the date I have signed this declaration.

By: (INSERT YOUR NAME)

Signed _____ Date ____/____/____

Title _____ Passport Number _____

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8. BANK INSTRUMENT OWNERSHIP EVIDENCE

Insert Full Color Copy of All Evidence that shows your Own or Control the Bank Instrument

[] Check this box if the instrument is being leased or purchase from Bank Instruments (up to 100 Million face value maximum).

**If the Bank Instrument is Already Issued and in your Name:
No additional documentation is required.**

If the Bank Instrument is NOT Already Issued or is not in your Name then you need to Provide Copies of Signed Bank Instrument Contract or Draft Bank Instrument Contract demonstrating you own or control the Asset.

Do NOT Sanitize, Obstruct or Hide Information. Full Disclosure is Required

I, (INSERT YOUR NAME), hereby declare with full personal and corporate responsibility under penalty of perjury that the Bank Instrument Documentation above is true and correct, genuine and accurate as of the date I have signed this declaration.

By: (INSERT YOUR NAME)

Signed _____ Date ____/____/____

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INSERT LETTERHEAD HERE

Title _____ Passport Number _____

9. 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 transaction in 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, 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 its 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

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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 XXXXX 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

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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:

Email:

Website:

Signature _____

Signed By:

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