

TRANSACTION CODE :  
PROVIDER'S CODE :  
BUYER'S CODE :

### **DEED OF AGREEMENT**

THIS LETTER OF INTENT/DEED OF AGREEMENT (HEREINAFTER REFERRED TO AS "AGREEMENT") IS EXECUTED WITHOUT PREJUDICE OR CONFLICT OF INTEREST, DULY UNDERSTOOD AND SIGNED BY BOTH PARTIES ACTING ON THEIR OWN ACCORD ON **Tuesday, May 07, 2019** BY AND BETWEEN:

COMPANY NAME	.
ADDRESS	
COMPANY REGISTRATION	
REPRESENTED BY	
PASSPORT NUMBER	
TELEPHONE	
E-MAIL	

HEREIN NAMED AS THE "**PROVIDER**", HEREBY CONFIRM, WITH FULL LEGAL RESPONSIBILITY, UNDER PENALTY OF PERJURY OF LAW THAT WE ARE READY, WILLING AND ABLE TO DELIVER THE FOLLOWING BANK INSTRUMENT, UNDER THE TERMS AND CONDITIONS DESCRIBED BELOW, BASED ON GOOD, CLEAN, CLEAR UNENCUMBERED FUNDS OF NON-CRIMINAL ORIGIN;

**AND**

COMPANY NAME	
ADDRESS	
COMPANY REGISTRATION	
REPRESENTED BY	
PASSPORT NUMBER	
TELEPHONE	
E-MAIL	

HEREIN NAMED AS THE "**BUYER**", HEREBY CONFIRM, WITH FULL LEGAL RESPONSIBILITY, UNDER PENALTY OF PERJURY OF LAW, THAT WE ARE READY, WILLING AND ABLE TO FUND AGAINST THE FOLLOWING BANK INSTRUMENT, UNDER THE TERMS AND CONDITIONS DESCRIBED BELOW WITH GOOD, CLEAN, CLEAR, UNENCUMBERED FUNDS OF NON-CRIMINAL ORIGIN.

BOTH PARTIES COLLECTIVELY BEING REFERRED TO AS THE "**PARTIES**"

### **DESCRIPTION OF BANK INSTRUMENT**

1	INSTRUMENT	BANK GUARANTEE (BG) / STANDBY LETTER OF CREDIT (SBLC) CASH BACKED, OPERATIVE, IRREVOCABLE, ASSIGNABLE AND CONFIRMED
2	ISSUING BANK	<b>HSBC BANK LONDON/ BARCLAYS BANK LONDON/DEUTSCHE BANK FRANKFURT</b>
3	TERM / CURRENCY	ONE (1) YEAR AND ONE (1) DAY -FRESH CUT / EURO OR USD
4	PRICE FOR LEASE	ELEVEN PERCENT (11% OF FACE VALUE) PLUS TWO PERCENT (2%)
5	INTERMEDIARY FEES	2% OF FACE VALUE (1% SELL SIDE & 1% BUY SIDE)
6	CONTRACT AMOUNT	EURO ..... MILLION (€ ..,100,000,000.00) PLUS R&E
7	TRANCHES	EURO ONE HUNDRED MILLION (€ 100,000,000.00) UNTIL TOTAL CONTRACT IS COMPLETED
8	DELIVERY	DELIVERED BY PROVIDER'S BANK, BANK PAYMENT UNDERTAKING ("BPU") ( <a href="#">EXHIBIT C</a> ) ISSUING BANK TO ISSUE MT-760 PROVIDER TO SEND SWIFT COPIES OF THE MT-799 AND MT-760 TO THE BUYER AS SOON AS THEY ARE SENT PAYMENT FOR THE BG/SBLC TO BE REMITTED WITHIN 5 BANKING DAYS UPON VERIFICATION AND CONSOLIDATION OF THE MT-760. HARD COPY TO FOLLOW BY BANK BONDED COURIER WITHIN TEN (10) BANKING DAYS AFTER AUTHENTICATION OF PAYMENT
9	PAYMENT	SWIFT MT760 & ORIGINAL HARD COPY BY BANK BONDED COURIER.
10	HARD COPY	BONDED COURIER WITHIN TEN BANKING DAYS.

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I, **BUYER NAME, POSITION, WITH PASSPORT #**, ACCOUNT HOLDER AND AUTHORIZED SIGNATORY, HEREBY CONFIRM WITH FULL LEGAL AND CORPORATE RESPONSIBILITY, THAT WE ARE READY, WILLING AND ABLE TO UNDERTAKE FOR THE EXCHANGE OF THE HEREIN DESCRIBED **(BG/SBLC)** DERIVED FROM LEGAL SOURCES AND OF NON-CRIMINAL ORIGIN THROUGH OUR BANKING RESOURCES UNDER THE TERMS AND CONDITIONS STATED HEREIN, AGAINST GOOD, CLEAN, CLEAR FUNDS OF NON-CRIMINAL ORIGIN.

**WHEREAS**, THE BUYER DESIRES TO RECEIVE A COLLATERAL FACILITY FROM THE PROVIDER, IN FORM OF **(BG/SBLC)** FOR THE PURPOSE TO SECURE WORKING CAPITAL AND PROPER MANAGEMENT OF HIS DAILY BUSINESS, AND FURTHER CONFIRMS WITH FULL CORPORATE AND LEGAL RESPONSIBILITY THAT SUFFICIENT FUNDS ARE AVAILABLE TO COVER THE COSTS OF THE SAID CREDIT FACILITY.

**WHEREAS**, THE PROVIDER ACCEPTS BENEFICIARY'S APPLICATION FOR THE COLLATERAL FACILITY, IN FORM OF **BG/SBLC** BY ISSUING AND TRANSFERRING TO THE BENEFICIARY 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 & 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, EACH **BG/SBLC** WILL BE BACKED BY GOOD, CLEAN, CLEAR FUNDS OF NON-CRIMINAL ORIGIN, FREE & CLEAR OF ALL LIENS, ENCUMBRANCES & ANY THIRD PARTY INTERESTS.

**NOW THEREFORE**, THE BUYER HAS AGREED TO RECEIVE THE INSTRUMENT(S) AND THE PROVIDER HAS AGREED TO ISSUE/DELIVER SAID INSTRUMENTS BASED ON THE FOLLOWING TERMS AND CONDITIONS:

#### **IMPORTANT POINTS OF THE DEED OF AGREEMENT (DOA)**

A. THIS DOA INCLUDES A CORPORATE RESOLUTION CONFIRMING THAT THE SIGNATORY OF THE DOA IS BOARD AUTHORIZED TO SIGN ON BEHALF OF THE CORPORATION.

B. THE CORPORATE RESOLUTION SHALL BE SIGNED IN BLUE INK BY TWO CORPORATE OFFICERS, THE PRINCIPAL SIGNATORY AND THE WITNESSING CORPORATE OFFICER.

C. EACH CORPORATE OFFICER SHALL PROVIDE THEIR CLIENT INFORMATION SHEET AND A CLEAR SCANNED COPY OF THEIR PASSPORT.

D. THE SIGNATORY ON THE BANK ACCOUNT THAT RECEIVES THE BANK INSTRUMENT SHALL ALSO BE THE PRINCIPAL SIGNATORY ON THE DEED OF AGREEMENT.

E. BANKING INFORMATION MUST INCLUDE RECEIVING BANK OFFICER'S NAME, PHONE NUMBER AND EMAIL ADDRESS.

F. PRINCIPAL SHALL INCLUDE A CLEAR SCANNED COPY OF THE CORPORATE REGISTRATION.

G. SCANNED COPY OF BANK OFFICERS' BUSINESS CARDS.

#### **TRANSACTION PROCEDURES**

**1. BUYER SHALL PREPARE AND SIGN THE DOA WHICH SHALL INCLUDE:**

**A. COMPLETE BANKING INFORMATION**

**B. A COPY OF THE CORPORATE REGISTRATION**

**C. THE CORPORATE RESOLUTION LETTER**

**D. THE CLIENT INFORMATION SHEET (CIS) AND PASSPORT OF HIMSELF AND THE WITNESSING CORPORATE OFFICER.**

**E. CURRENT READY WILLING AND ABLE LETTER FROM THE RECEIVING BANK (THE READY, WILLING AND ABLE LETTER SHALL BE PREPARED BY THE RECEIVING BANK, ADDRESSED TO THE PRINCIPAL) (EXHIBIT A)**

**F. EVERY PAGE OF THE DOA SHALL BE INITIALED AT THE BOTTOM AND ALL SIGNATURES SHALL BE ORIGINAL, IN BLUE INK. NO DIGITAL SIGNATURES.**

**2. BUYER SHALL SUBMIT THE DOA ALONG WITH ALL REQUIRED DOCUMENTATION TO THE PROVIDER.**

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**3.** RECEIVING BANK OF THE BUYER ISSUES AN RWA VIA SWIFT MT199 (EXHIBIT A) OR VIA EMAIL FROM THE BUYER'S BANK OFFICER TO THE PROVIDER'S BANK OFFICER. A COURTESY COPY OF THE SWIFT MESSAGE OR EMAIL SHALL BE SENT TO THE PROVIDER WITHIN TWENTY-FOUR (24) BANKING HOURS.

**4.** PROVIDER SHALL PERFORM DUE DILIGENCE ON THE BUYER.

**5.** UPON APPROVAL, PROVIDER WILL FILL OUT, SIGN AND RETURN THE EXECUTED CONTRACT TO THE BUYER. ALL BANKING AND CORPORATE INFORMATION OF THE PROVIDER SHALL BE INCLUDED AT THIS TIME.

**6.** THE ISSUING BANK OF THE PROVIDER WILL ISSUE AN MT-799 PRE-ADVICE ([EXHIBIT B](#)) CONFIRMING THAT PROVIDER'S BANK IS READY, WILLING AND ABLE TO ISSUE BG/SBLC AS PER THE FORMAT SET OUT IN [EXHIBIT D](#). PROVIDER SENDS A COURTESY COPY OF THE MT-799 PRE-ADVICE VIA EMAIL TO THE BUYER WITHIN TWENTY-FOUR (24) BANKING HOURS FROM THE ISSUANCE OF THE SWIFT.

**7.** WITHIN THREE (3) BANKING DAYS OF THE RECEIPT OF THE MT-799 PRE-ADVICE, THE RECEIVING BANK WILL SEND BY SWIFT MT-799, THE BANK PAYMENT UNDERTAKING (BPU) ([EXHIBIT C](#)) CONFIRMING RECEIPT AND ABILITY TO PAY THE TOTAL AMOUNT UP TO 13% (11% + 2%) OF THE TOTAL FACE VALUE OF THE INSTRUMENT WHICH WILL INCLUDE ALL CONSULTANCY FEES.

**8.** WITHIN FIVE (5) BANKING DAYS OF THE RECEIPT OF THE MT-799 BPU, PROVIDER'S BANK SHALL ISSUE SWIFT MT-760 ([EXHIBIT D](#)) & PROVIDER WILL SIMULTANEOUSLY ISSUE ITS CORPORATE INVOICE TO THE BUYER.

**9.** THE BUYER'S BANK WILL RECEIVE, CONFIRM AND VERIFY THE SWIFT MT-760 (BG/SBLC). THE BUYER'S BANK SHALL REMIT PAYMENT WITHIN FIVE (5) BANKING DAYS TO THE PROVIDER'S DESIGNATED ACCOUNT(S). ANY AND ALL FEES SHALL BE PAID AT THIS TIME.

**10.** SHOULD THE BUYER DEFAULT IN PAYING THE PURCHASE FEES AND THE TRANSACTION FEES AS STIPULATED IN THIS DOA WITHIN THE STIPULATED TIME FOLLOWING RECEIPT OF SWIFT MT-760, PROVIDER SHALL INSTRUCT ITS BANK TO RECIND THE MT-760 (BG/SBLC) THEREBY FORCING THE BUYER'S BANK TO RETURN THE SWIFT MT-760 (BG/SBLC) TO THE PROVIDER'S BANK.

**11.** WITHIN TEN (10) BANKING DAYS AFTER RECEIPT OF ALL FEES INCLUDING THE CONSULTANCY FEES, THE HARD COPY OF THE MT-760(BG/SBLC) WILL BE SENT TO BUYER'S BANK BY BANK-BONDED COURIER.

**12.** UPON SUCCESSFUL COMPLETION OF THIS FIRST TRANCHE, AS MUTUALLY AGREED BY BOTH PARTIES, THE NEXT TRANCHE SHALL BEGIN AND PROVIDER WILL ISSUE SWIFT MT760 IN FAVOR OF BUYER IN ACCORDANCE WITH THE TERMS SET FORTH BY THIS DOA.

**13.** ONCE FULLY EXECUTED, THIS DOA IS A FULL RECOURSE COMMERCIAL COMMITMENT GOVERNED BY THE LAW OF THE UNITED KINGDOM AND STANDARDS UNDER ICC REGULATION.

#### **SANCTIONS (NON-PERFORMANCE)**

AFTER THIS CONTRACT IS SIGNED BY BOTH PROVIDER AND BUYER, AND COPIES EXCHANGED ELECTRONICALLY OR OTHERWISE BY A DELIVERY SERVICE, FAILURE TO FOLLOW THE CLOSING PROCEDURE IN TIME AND FORM HEREIN IS CONSIDERED BREACH OF THIS CONTRACT AND PUTS THE FAILING PARTY IN DEFAULT POSITION TO PAY A ONE-TIME PENALTY (NON-PERFORMANCE) FEE OF 3% OF THE CONTRACT VALUE TO THE SUFFERING PARTY.

#### **UNAUTHORIZED BANK COMMUNICATION**

NEITHER PARTY IS ALLOWED TO CONTACT THE BANK OF THE OTHER PARTY WITHOUT THE AUTHORIZATION OF THE PARTY WHOSE BANK IS TO BE CONTACTED. ANY UNAUTHORIZED CALLS BY ANY PARTY OR ITS REPRESENTATIVE AGENTS / BROKERS / LAWYERS OR PROBES OR COMMUNICATION IN AN IMPROPER WAY OR WAYS INDICATIVE OF DIRECT OR INDIRECT SOLICITATION TO BANK(S) IN THIS TRANSACTION SHALL BE PROHIBITED AND RESULT TO CONTRACT TERMINATED.

NOTICE: THIS IS A PRIVATE SALE BETWEEN TWO ENTITIES AND IS NOT TO BE CONSTRUED AS AN OFFER OF FUNDS OR A SALE OF SECURITIES AS DEFINED IN THE US SECURITIES ACT OF 1933/34

#### **RECEIVER'S OBLIGATION:**

THE BUYER, WITH FULL CORPORATE AND LEGAL RESPONSIBILITIES, AND UNDER PENALTY OF PERJURY, CONFIRMS THAT HE IS FULLY AWARE OF HIS FINANCIAL ABILITY AND FACILITIES WITH HIS BANK WHEN SIGNING THIS LOI AND/OR OTHER AGREEMENTS AND DOCUMENTS WITH THE PROVIDER.

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