

LESSEE'S LETTERHEAD

TRANSACTION CODE:

BG/SBLC LETTER OF INTENT/ DEED OF AGREEMENT (LOI/DOA)

XXTHXXXXX 2018

TO : XXXXXXXX XXXXXXXXXXXX XXX. (PROVIDER)

ATTN : XXXXXXXXXXXX XXX XXXXXXXX (DIRECTOR)

I,XXXXXXXXXXXXXXXX holder of passport number XXXXXXXXXXXX representing XXXXXXXXXXXXXXXXXXXX hereby confirm with full legal and corporate responsibility, and under penalty of perjury, that we are ready, willing and able to lease bank guarantee/standby letter of credit with our good, clean, clear and unencumbered funds of non-criminal origin under the terms and conditions stated herein.

LESSEE'S CONTACT INFORMATION

CORPORATE NAME :	
MAILING ADDRESS :	
COUNTRY :	
REPRESENTED BY :	
CORPORATE TITLE :	
NATIONALITY:	
PASSPORT NO./VALIDITY	
OFFICIAL EMAIL ADDRESS:	

PROVIDER'S CONTACT INFORMATION

CORPORATE NAME :	
MAILING ADDRESS :	
COUNTRY :	
REPRESENTED BY :	
CORPORATE TITLE :	
NATIONALITY:	

LESSEE'S LETTERHEAD

TRANSACTION CODE:

PASSPORT NO./VALIDITY

OFFICIAL EMAIL ADDRESS:

BANK INSTRUMENTS PARTICULARS

INSTRUMENTS:	BANK GUARANTEE(BG)/ STANDBY LETTER OF CREDIT (SBLC) ICCXXX CASH BACKED
CURRENCY:	TBA
ISSUING BANK:	
INTEREST RATE:	
TERM:	
TOTAL AMOUNT:	
FIRST TRANCHE:	
SUB TRANCHE:	
LEASE FEE:	
COMMISSIONS:	
DELIVERY:	
PAYMENT:	
TRANSACTION MODE:	

The parties to this agreement shall consist of xxxxxxxx (the lessee) and xxxxxxx xxxxxxxxxxxxxx xxx. (the provider). For convenience, lessee or provider may individually be referred to as a "party" and collectively as the "parties".

BG/SBLC TRANSACTION PROCEDURES

1. Lessee signs and submit the fully filled Deed of Agreement(DOA) to the Provider or Provider's authorised mandate via email.
2. After successful due diligence, the Provider sends back a copy of the **COUNTERSIGNED DOA**, **INVOICE** for swift transmission and contract handling charges, and a **REFUND GUARANTEE LETTER** to lessee via email, upon receipt and acknowledgement of these documents by lessee the DOA shall then be rendered as a full recourse contract. Simultaneously, the provider shall

LESSEE'S LETTERHEAD

TRANSACTION CODE:

instruct his bank officer to send a **READY, WILLING AND ABLE (RWA) LETTER** to the lessee's bank officer confirming the Provider's capability to raise the Standby Letter of Credit/ Bank Guarantee in question. The RWA Letter will be sent via bank to bank email.

3. Within two (2) banking days after delivery of the DOA, INVOICE, REFUND GUARANTEE LETTER AND RWA LETTER, lessee shall make payment for the swift transmission and contract handling charges and provide wire transfer copy to provider via email.

4. Within two (2) banking days after confirmation of the above payment, provider's bank shall deliver MT799 to lessee's bank and copy sent to lessee via email.

5. Within two (2) banking days after confirmation of receipt of MT799 by lessee's bank, provider's bank shall deliver the instrument in question to lessee's bank via MT760 and copy sent to lessee via email.

6. Within seven (7) banking days after confirmation of receipt and authentication of MT760 by lessee's bank, the lessee shall remit **SIX (6) PERCENT** lease rate to the Provider's designated bank coordinates, and additionally pays out the **TWO (2) PERCENT** agent fees/commissions, in accordance to the **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT** (the "IMFPA").

7. Within five (5) banking days after confirmation of the payments by Provider and all intermediaries as per IMFPA, Provider's bank shall deliver the **INSTRUMENT HARD COPY** to lessee's bank via bank bonded courier.

8. All subsequent tranches will be based on the same procedures until the face value becomes exhausted.

Should lessee default to pay the lease fee and intermediary commissions within seven (7) banking days of confirmation of bg/sblc MT760, provider will instruct the issuing bank to put a claim on the bg/sblc thereby forcing the lessee's bankers to return the bg/sblc MT760 to the issuing bank and lessee will be liable for damages in the amount of 2% of the face value of bg/sblc in question.

Neither party may assign or transfer this agreement without express written consent of the other party.

The name of the beneficiary to appear on the Bank Guarantee/Standby Letter of Credit is:

XXXXXXXXXX XXXXXX

Both parties' reserves the right to change the bank coordinates stated herein at anytime by providing written request to the undersigned, the receiving bank can be different to sending bank.

MT799 pre-advice and BG/SBLC MT760 transmission must be from the same bank

LESSEE'S LETTERHEAD

TRANSACTION CODE:

SCHEDULE OF SWIFT TRANSMISSION AND CONTRACT HANDLING CHARGES

FACE VALUE OF BG/SBLC(USD/EURO)	TRANSMISSION FEE(USD/EURO)
10M- 20M	
21M- 50M	
51M-100M	
101M-250M	
251M-500M	
501M-900M	
1B AND ABOVE	TBA AS PER DENOMINATION OF EACH TRANCHE

PROVIDER'S BANKING COORDINATES FOR RECEIVING SWIFT TRANSMISSION AND CONTRACT HANDLING CHARGES, AND BG/SBLC LEASE FEE

BANK NAME	
BANK ADDRESS	
BENEFICIARY	
ACCOUNT NUMBER	
IBAN NUMBER	
SWIFT CODE	

PROVIDER'S BANK COORDINATES FOR ISSUING RWA LETTER, PRE-ADVICE MT799 AND MT760

BANK NAME	
BANK ADDRESS	
ACCOUNT HOLDER	
ACCOUNT NUMBER	
IBAN NUMBER	
SWIFT CODE	
BANK OFFICER	
BANK OFFICER'S EMAIL	

LESSEE'S LETTERHEAD

TRANSACTION CODE:

LESSEE'S BANK COORDINATES FOR RECEIVING RWA LETTER, PRE-ADVICE BY SWIFT MT799 AND INSTRUMENT DELIVERY BY SWIFT MT760

BANK NAME	
BANK ADDRESS	
ACCOUNT HOLDER	
ACCOUNT NUMBER	
IBAN NUMBER	
SWIFT CODE	
BANK OFFICER	
BANK OFFICER'S EMAIL ADDRESS	

GENERAL PROVISIONS & CONDITIONS:

The lessee and the provider do hereby agree and mutually acknowledge to each other as follows:

BANK CONTACT:

Any unauthorized bank calls, probes or communications, or an improper solicitation or disclosure involving any of the banks concerned in this transaction will result in immediate cancellation of this transaction and subject the violating party to damages.

For clarity, parties are not permitted to contact each other's bank without specific written permission stating the approved date, time, and purpose of all such contact. Any party contacting or attempting to contact the other party's bank without permission shall be considered to be in breach of this agreement.

PRIVATE PLACEMENT:

The transaction described herein is for the lease of bank instruments by the provider to the lessee, and is to be conducted as a private and confidential transaction between the principal parties. This transaction constitutes a private placement for the lease of the instruments specified, is conducted between the parties identified herein, and shall not be interpreted as a securities transaction as interpreted or described in the united states securities act of 1934 as amended, or by the laws of any nation.

NON-CIRCUMVENTION/NON-DISCLOSURE:

The parties hereto agree that non-circumvention and non-disclosure rules as specified by the icc, the latest edition, shall apply to this transaction. The parties agree to maintain the confidentiality of all information and data relating to this transaction and each other, including, without limitation, economic, financial and/or personal information, disclosed, directly or indirectly, or disclosed by visual inspection, and shall not disclose such information and data to any third party without the prior written consent of the other party.

DOCUMENT IDENTIFICATION:

Lessee and provider agree that all documents and correspondence relating to the transaction contemplated herein shall bear the identification codes specified above.

LESSEE'S LETTERHEAD

TRANSACTION CODE:

NON-SOLICITATION:

The lessee hereby acknowledges and confirms that neither the provider nor his associates, nor any person acting on behalf of the provider have made any statement or offer in any way whatsoever that can be construed to be a solicitation for this service.

GOVERNING LAW:

Upon the provider signing and returning this document to the lessee, this document shall become a full recourse commercial agreement. This agreement is subject to the domestic laws of any country properly having jurisdiction over the subject matter of this agreement. The parties agree that they will strive to resolve all disputes amicably. All disputes arising out of or in connection with the present agreement that cannot be resolved amicably shall be finally settled under the rules of arbitration of the international chamber of commerce in Paris, France, by one or more arbitrators appointed in accordance with the said rules and the language of arbitration shall be English. The arbitration award shall be considered as final and shall be binding upon both parties. The arbitration fee shall be paid by the losing party

FORCE MAJEURE:

The force majeure exception clause of icc publication no 421 is hereby incorporated in, and made an integral part of, this agreement.

SEVERABILITY:

If any provision of this agreement, or the application thereof to any person or circumstance, shall for any reason or to any extent be invalid or unenforceable, such invalidity or unenforceability shall not in any manner affect or render invalid or unenforceable the remainder of this agreement, and the application of that provision to other persons or circumstances shall not be affected but, rather, shall be enforced to the extent permitted by law.

ASSIGNMENT BY PROVIDER:

The provider may assign this agreement to any party that is either under its direct control or with which the provider is engaged in lawfully documented partnership. No other assignment of this agreement by the provider shall be permitted without written consent of the lessee.

ASSIGNMENT BY LESSEE:

The lessee may assign this agreement to any party that is either under its direct control or with which the lessee is engaged in lawfully documented partnership. No other assignment of this agreement by the lessee shall be permitted without written consent of the provider.

SUCCESSORS:

All terms, condition and closing procedures of this agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representative, successor and assigns.

COUNTERPARTS:

This agreement may be executed simultaneously in two or more counterparts, all of which together shall constitute one and the same instrument and when so signed shall be deemed to bear the earliest date written below. It is further understood that fax or email copies of this agreement shall be declared and considered to be as valid as their originals.

WARRANTY OF AUTHORITY:

LESSEE'S LETTERHEAD

TRANSACTION CODE:

The parties which are executing and delivering this agreement on behalf of the parties represent and warrant that each of them is duly authorized to do so and that the execution of this agreement is the lawful and voluntary act of the parties.

VALIDITY OF BANK INSTRUMENTS:

The provider hereby attests that the bank instruments offered are unencumbered, clean and cleared, of non-criminal origin and will be irrevocable, transferable, and unconditional and confirmed for payment at maturity by the issuing bank.

VALIDITY OF LEASE FUNDS:

The lessee hereby attests that the funds used for the lease of the bank Instruments are unencumbered, clean and cleared, and are of non-criminal origin.

PENALTY:

Should any of the parties, after agreement has been signed, fail to perform or act in a manner forbidden by this agreement, the failing party shall be liable for a penalty in an amount equal two percent (2%) of the face value of the BG/SBLC that are the object of the transaction. One half of the said two percent (2%) shall be paid to the aggrieved principal and balance proportionally distributed to all intermediaries as per IMFPA, the intermediaries shall also have the right to independently make a legal claim if the aggrieved principal does not make a claim in any court of jurisdiction against the party failing to perform.

ENTIRE AGREEMENT:

After confirmation by signature of both the provider and the lessee this document shall constitute the entire agreement between the parties. By their signatures below, the parties hereto agree to the general terms and conditions of this agreement and warrant one to the other their intention to uphold the rights and obligations described herein. There are no other agreements, understandings, representations or warranties, whether written or oral, in effect between the parties. The parties acknowledge that this agreement is the sole governing document between the parties. The parties agree that this agreement supersedes any and all prior correspondence, agreements or drafts, which shall be null and void and of no further force and effect.

THE FOLLOWING ANNEXES FORM AN INTEGRAL PART OF THIS AGREEMENT

ANNEX 1:	TRANCHE SCHEDULE
ANNEX 2:	CLIENT INFORMATION SHEET (CIS)
ANNEX 3:	LESSEE'S CORPORATE RESOLUTION
ANNEX 4:	NON-SOLICITATION STATEMENT
ANNEX 5:	REFUND UNDERTAKING LETTER
ANNEX 6:	READY, WILLING AND ABLE (RWA) LETTER
ANNEX 7:	PRE-ADVICE VERBIAGE VIA SWIFT MT799
ANNEX 8:	BG/SBLC VERBIAGE (FORMAT ICCXXX) VIA SWIFT MT760

LESSEE'S LETTERHEAD

TRANSACTION CODE:

ANNEX 9:	COPY OF LESSEE'S PASSPORT
ANNEX 10:	COPY OF LESSEE'S COMPANY REGISTRATION
ANNEX 11:	COPY OF PROVIDER'S PASSPORT
ANNEX 12:	COPY OF PROVIDER'S COMPANY REGISTRATION
ANNEX 13:	IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

We xxxxxxxxxx (the lessee) hereby acknowledge and confirm that neither the provider nor their associates, nor any person on their behalf solicited us in any way whatsoever that can be construed to be solicitation under the law.

We hereby confirm with full authority that the above terms are agreed and acceptable.

In witness whereof the parties hereto subscribe their signatures on this xx day of xxxx 2018 and by doing so hereby affirm and aver that each party understands, agrees and accepts all the terms and conditions contained herein; affixing their signatures below and initials upon all pages of this agreement.

ACCEPTED AND AGREED BY : (LESSEE)

SIGNED THIS XXTH OF XXXX 2018 FOR AND ON BEHALF OF LESSEE:

SIGNATURE:

<CORPORATE SEAL>

LESSEE	
REPRESENTED BY	
TITLE	
PASSPORT/VALIDITY/ISSUING AUTHORITY	

ACCEPTED AND AGREED BY: (PROVIDER)

SIGNED THIS XXTH XXXX 2018 FOR AND ON BEHALF OF PROVIDER:

SIGNATURE:

<CORPORATE SEAL>

LESSEE'S LETTERHEAD

TRANSACTION CODE:



PROVIDER			
REPRESENTED BY			
TITLE			
PASSPORT/VALIDITY/ISSUING AUTHORITY			

"ANNEX 1"

TRANCHE SCHEDULE

TRANCHE	NUMBER OF BG	FACE VALUE	TOTAL AMOUNT
ONE	TBA	TBA	TBA
TWO			
THREE			
FOUR			
FIVE			
SIX			
SEVEN			
EIGHT			
NINE			
TEN			
ELEVEN			

LESSEE'S LETTERHEAD

TRANSACTION CODE:

We Make Big Business
Seem Easy

"ANNEX 2"

CLIENT INFORMATION SHEET (CIS)

1)	LESSEE	
	BUSINESS ADDRESS	
	BUSINESS REGISTRATION NO.	
2)	REPRESENTED BY	
	NATIONALITY	
	PASSPORT NO.	
	DATE IF ISSUE	
	DATE OF EXPIRATION	
	DATE & PLACE OF BIRTH	
	ADDRESS	
3)	FUNDS INFORMATION	
	ORIGIN-	
	ARE FUNDS CLEAN AND CLEAR?	
	BRIEF CORPORATE ACTIVITIES	
4)	CONTACT INFORMATION	
	TELEPHONE	
	MOBILE	
	EMAIL ADDRESS	

DECLARATION: I hereby swear under penalty of perjury, that the information provided is both true and accurate. All monies engaged in this transaction are derived from non-criminal origin; and, are good, clean and cleared. The origins of funds are in compliance with anti-money-laundering policies asset forth by the financial action task force (fatf) 6/01.

SIGNATURE:

LESSEE'S LETTERHEAD

TRANSACTION CODE:

LESSEE			
REPRESENTED BY			
TITLE			
PASSPORT/VALIDITY/ISSUING AUTHORITY			

"ANNEX 3"

LESSEE'S CORPORATE RESOLUTION

RE: PRIVATE LEASE TRANSACTION OF FRESH CUT BANK GUARANTEE/STANDBY LETTER OF CREDIT

This is to certify that the board of directors of xxxxxxxxxxxxxxxxxxxxxxx, having its address at xxx [hereafter called "company"] attended a board of directors meeting which was duly and regularly called, noticed and held on xxth xxxxx, 2018, at the company's above referenced address at which there was present a quorum thereof, wherein the following resolutions were unanimously adopted to withhold and it was resolved that:

Mr. xxxxxxxxx, with passport number xxxxx, shall be and is hereby appointed to service as director of finance of the company and that he is fully authorized to act individually as the sole representative of the company to execute all necessary documents on behalf of the company in connection with a BG/SBLC transaction, and to effect the opening and operation of bank accounts on behalf of and for the benefit of the company at any bank he shall select, and be a signatory thereon, to accept and disburse funds there from, at his discretion and determination, and to execute investment or deposit agreements with his selected sources and banks with respect to the company's deposits therein, at his discretion, for and in the best interests of the company. It was further resolved that ms. xxxxxxx(secretary of the company), shall be and is hereby authorized and directed to certify that the foregoing resolutions and the provisions thereof are in full conformity with the charter, by laws and articles of incorporation of the company, and that the foregoing resolution and the authority thereby conveyed shall remain in full force and effect until the purpose set forth herein are accomplished.

It is further certified that the above named director of the company has been duly elected and appointed to hold office and is presently holding office and is empowered to act for and on behalf of the company, and that this corporate resolution's fax or photocopies shall be of equal value to their original and shall be accepted as such by everyone, for all purposes, everywhere.

In witness whereof, i have hereunto set my hand and seal of the company in certification of the above resolutions & provisions on this day xxth xxxxx, 2018

For and on behalf of: Lessee

Signature:

LESSEE'S LETTERHEAD

TRANSACTION CODE:

LESSEE			
REPRESENTED BY			
TITLE			
PASSPORT/VALIDITY/ISSUING AUTHORITY			

"ANNEX 4"

NON-SOLICITATION STATEMENT

I, xxxxxx, as account holder and signatory, do hereby confirm that i have requested of you and your organization, specific confidential information and documentation on behalf of myself regarding lease of bank instrument to serve only my interest, education, and not for further distribution.

I hereby agree that all information received form 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, 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, nor any agency whose purpose is to gather information regarding such offerings.

I understand that the contemplated transaction is strictly one of private placement, 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 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 is exempt from the securities act and not intended for the general public but private use only.

The facsimile transmission of this document shall be considered a binding and enforceable instrument, treated as original copy.

Signed this xx day of xxxxx , 2018

Provider's Initial:

Lessee's Initial:

LESSEE'S LETTERHEAD

TRANSACTION CODE:

LESSEE			
REPRESENTED BY			
TITLE			
PASSPORT/VALIDITY/ISSUING AUTHORITY			

"ANNEX 5"

REFUND GUARANTEE LETTER

Date: XXXXXXXXXXXXXXXXXXXX

Transaction Code: XXXXXXXXXXXXXXXXXXXX

To: LESSEE

We hereby confirm with full corporate responsibility under penalty of perjury that we are ready, willing and able to deliver Standby Letter of Credit/Bank Guarantee with a face value of **AMOUNT IN WORDS (AMOUNT IN FIGURES)** issued by **ISSUING BANK AND ADDRESS** as per executed deed of agreement with transaction code XXXXXXXXXXXXXXXX.

The Standby Letter of Credit/Bank Guarantee shall be delivered by MT799 within two (2) banking days after confirmation of your payment of **AMOUNT IN WORDS (AMOUNT IN FIGURES)** to our nominated bank coordinates as per invoice number XXXXX being contract handling charges followed by delivery of MT760 to your nominated bank coordinates for authentication and verification before delivery of hard copy via bank bonded courier service to your bank address according to the timeline in the executed deed of agreement.

We however agree to refund immediately to you the contract handling charges of **AMOUNT IN WORDS (AMOUNT IN FIGURES)** at the conclusion of the transaction or the same can be deducted from the lease fee.

Furthermore, should we fail to deliver the Standby Letter of Credit/Bank Guarantee to your bank coordinates according to the specified timeline, we will refund total amount paid for contract handling charges to your nominated bank coordinates in addition to the penalty for failure of performance being two (2) percent of the face value of the Standby Letter of Credit/Bank Guarantee in question within three (3) banking days after demand letter for such has been received.

LESSEE'S LETTERHEAD

TRANSACTION CODE:

"ANNEX 6"

READY, WILLING AND ABLE (RWA) LETTER

We, (issuing bank and address) on behalf of our client, xxxxxxxxxx with account number xxxxx represented by the undersigned officers, hereby irrevocably and unconditionally confirm our readiness, willingness and ability to deliver an assignable, divisible, transferable bank guarantee/standby letter of credit with a face value of xxxxxxxxxxxxxx via mt760 for the benefit of your client, xxxxxxxxxxxxxx with account number xxxxxxxxxxxx.

We further confirm that the bank guarantee/standby letter of credit is good, clean, cleared, free of any liens and encumbrances, of non-criminal origin and from legal sources.

Upon instruction from our client, xxxxxxxxxx, we shall deliver the bank guarantee/standby letter of credit with a maturity period of one(1) year and one(1) day via mt760 followed by hard copy.

Bank officer (full name)

Title:

Pin code:

Bank officer (full name)

Title:

Pin code:

Subcontracts India

LESSEE'S LETTERHEAD

TRANSACTION CODE:

"ANNEX 7"

PRE-ADVICE BY SWIFT MT799

VERBIAGE OF THE PRE-ADVICE SHALL BE IN THE ISSUING BANK'S WORDING AND FORMAT BUT SUBSTANTIALLY AS FOLLOWS:

We '*bank name*' hereby confirm, with full bank responsibility, that we are ready, willing and able and have the credit facility to issue an unconditional bank guarantee of icc xxx format that are assignable, divisible, callable and transferable in the total amount of xxxxxxxx euro (€ x00,000,000.00) in favor of the beneficiary, namely xxxxxxxx for period of one (1) year and one (1) day. This swift can be verified and authenticated via bank to bank basis by phone bank officer to bank officer or swift mt 799.

Bank officer (full name)
Title:
Pin code:

Bank officer (full name)
Title:
Pin code:



LESSEE'S LETTERHEAD

TRANSACTION CODE:

"ANNEX 8"

BG/SBLC VERBIAGE (FORMAT ICCXXX) VIA SWIFT MT760

For value received, we, the undersigned <issuing bank> of <address> hereby issue our irrevocable, unconditional, assignable, transferable, divisible bank guarantee and without protest or notification promise to pay against this bank guarantee to the order of and for the benefit of or the bearer or holder thereof at maturity <dd/mm/yy> the sum of euro only (€000,000,000.00 only) in the lawful currency of the European union upon presentation and surrender of this bank guarantee at the office of <issuing bank> of <address> on maturity date, but not later than fifteen days after the maturity date.

Such payment shall be made without set-off and clear of any deductions or charges, fees or levies, collected, withheld or assessed by government of <country of issuing bank> or any political sub-division or authority thereof or therein.

This bank guarantee is transferable, assignable and divisible without presentation to us or payment of any transfer or assignable or divisible fee.

This bank guarantee is subject to the uniform customs and practice for documentary credits (1993 version) of the international chamber of commerce, publication no.xxx or its latest revision.

This bank guarantee shall be governed by and shall be construed in accordance with the laws of <country of issuing bank>.

This bank guarantee is an operative instrument and all charges are for the account of applicant.

For and on behalf of <issuing bank>

Bank officer (1)
Authorized signature:

Name: _____
Title: _____
Pin: _____

Bank officer (2)
Authorized signature:

Name: _____
Title: _____
Pin: _____

<Bank Seal>

LESSEE'S LETTERHEAD

TRANSACTION CODE:

"ANNEX 9"

(LESSEE'S PASSPORT COPY IN COLOUR)

**We Make Big Business
Seem Easy**



Subcontracts India

LESSEE'S LETTERHEAD

TRANSACTION CODE:

"ANNEX 10"

(LESSEE'S COMPANY REGISTRATION CERTIFICATE)

**We Make Big Business
Seem Easy**



Subcontracts India

LESSEE'S LETTERHEAD

TRANSACTION CODE:

"ANNEX 11"

(PROVIDER'S PASSPORT COPY IN COLOUR)

**We Make Big Business
Seem Easy**



Subcontracts India

LESSEE'S LETTERHEAD

TRANSACTION CODE:

"ANNEX 12"

(PROVIDER'S COMPANY REGISTRATION CERTIFICATE)

**We Make Big Business
Seem Easy**



Subcontracts India

LESSEE'S LETTERHEAD

TRANSACTION CODE:

"ANNEX 13"

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

BANK INSTRUMENTS PARTICULARS

INSTRUMENTS:	BANK GUARANTEE (BG)/ STANDBY LETTER OF CREDIT (SBLC) ICCXXX CASH BACKED
CURRENCY:	TBA
ISSUING BANK:	HSBC BANK PLC UK
AGE:	FRESH CUT
INTEREST RATE:	ZERO PERCENT (0%)
TERM:	ONE YEAR & ONE DAY
TOTAL AMOUNT:	TBA
FIRST TRANCHE:	TBA
SUBS TRANCHES:	TBA
LEASE FEE:	6% (SIX PERCENT) OF BG/SBLC FACE VALUE
COMMISSIONS:	2% (TWO PERCENT) OF BG/SBLC FACE VALUE
DELIVERY:	SWIFT MT760/BG/SBLC HARD COPY BY BANK COURIER
PAYMENT:	SWIFT MT103
TRANSACTION MODE:	RWA/MT103/MT799 PREADVICE/MT760/MT103/HARD COPY

I,xxxxxxxxxxxxx the authorized signatory of xxxxxxxxxxxx with correspondence office at xxxxxxxxxxxxxxxxxxxx,do hereby irrevocably guarantee with full corporate responsibility and authority and, under penalty of applicable perjury laws, do agree to act as master pay master to pay this irrevocable master fee protection agreement (hereafter called IMFPA) which is an integral part of the corresponding agreement bearing the transaction code: xxxxxxxxx.

I affirm and attest that the beneficiaries herein named have duly performed their duties as intermediaries. I undertake and warrant to pay to the beneficiaries described herein fees amounting to a total of two percent (2%) of the face value of each and every tranche of bank instruments (BG/SBLC) transacted and delivered as part of this agreement's further confirm that the fees stated are compensation for services which have been rendered to satisfaction and are irrevocable, irretrievable and unconditionally guaranteed to be paid simultaneously as, I, the lessee, pay for each tranche.

This IMFPA shall be governed by and construed and interpreted in accordance with the rules and regulations of the international chamber of commerce (ICC), Paris, France, the courts of which shall be the forum for any and all disputes arising out of or in connection here with.

All non-circumvention/non-disclosure clauses as prescribed by ICC rules (latest edition) shall apply to this agreement and shall also be applied to all transactions between this lessee and provider and shall survive for a period of five years from the date of last execution of an agreement between the parties.

LESSEE'S LETTERHEAD

TRANSACTION CODE:

This IMFPA is irrevocable, divisible, and unconditional, and maybe assigned only by the beneficiaries named herein.

This IMFPA maybe executed in one or more counterparts, each one shall be deemed an original and all together shall constitute one and the same document. Assigned fax or electronically transmitted copy of this document shall be deemed binding on the "parties" with power as the signed original.

This IMFPA is valid upon commencement of the above referenced transaction and shall remain valid and enforceable for the full term of the transaction, including any new agreement between the lessee and the provider and/or their assigns.

The lessee shall make all payments using the bank of record through which the agreement is concluded. The lessee shall instruct his bank and ensure compliance by the bank to provide each payee with written confirmation of the payment order lodged with lessee's bank together with acknowledgement of their acceptance to honor the payment order(s) automatically.

The beneficiaries reserve the right to change bank coordinates stated here in at any time, upon reasonable advance notice, by providing written notice to the lessee. Likewise, the lessee reserves the right to change the bank coordinates stated herein at any time by providing sufficient advance written notice to the beneficiaries. If the paying bank is changed, the lessee agrees to instruct the new paying bank to issue a new payment order to each payee with the same terms and conditions as explicitly stated herein.

The lessee irrevocably agrees that the agents do not assume any responsibility for the above named transactions and cannot be held liable for any reason associated with the transactions, except for breach of non-circumvention and non-disclosure obligations.

The lessee agrees that if he attempts to circumvent, bypass, alter or change this agreement (or the spirit of this agreement) by changing or causing to be changed or having knowledge of any changes to the transaction numbers in this agreement, or otherwise, to wilfully and knowingly avoid paying the fees owed to the beneficiaries, anyone of the beneficiaries may serve the lessee and the provider with a breach of agreement notice and cease & desist order, upon receiving which all subsequent transactions must be halted until the claim is resolved.

If any of the events in the above paragraph occur, the lessee understands and agrees that he will be excluded from conducting business with the provider at any time in the future.

The lessee also agrees to pay restitution to the beneficiaries listed below in the full amount that would have been paid if an avoidance of payment, circumvention, alteration, or change of the transaction (or code) numbers, or otherwise, had not occurred.

The fees paid shall be free of any legal impediment and free of any deductions except that normal and reasonable bank transfer fees may be deducted, and routine banking delays are permissible, for this and all subsequent transactions with this provider.

The lessee and each beneficiary (intermediary) shall have no further responsibility or liability to each other or to any third party, other than as set forth in this agreement.

LESSEE'S LETTERHEAD

TRANSACTION CODE:

This agreement constitutes the full and complete agreement among the parties on the matter of fees and fee protection.

Time is of the essence, waiver or delay accepted by any payee in any one instance shall not be construed as waiver or abandonment of any of its rights under this agreement or of waiver by any other payee.

In the event that the transaction was not performed or only performed in part, the agents shall not hold the undersigned payer responsible for any expenses, charges and/or cost, or hold the payer liable for any civil and criminal actions provided the provider/payer was not responsible for the non-performance. The unperformed part of this irrevocable master fee protection agreement will therefore automatically become null and void.

Upon execution of the final agreement between the lessee and the provider and prior to, or simultaneously with the first transaction, i, the lessee guarantee that this IMFPA and agreement will be lodged with the bank of record.

The lessee and/his bank shall provide the beneficiaries, by e-mails or by telefax, with copies of the swift/bank wire transfer related to all payment instructions upon the closing of each and every tranche.

TOTAL FEES SHALL BE PAID TO THE FOLLOWING BENEFICIARIES

FEE RECEIPT	PERCENTAGE DUE	BENFICIARY
PROVIDER'S SIDE #1	1%	
LESSEE'S SIDE #1	TBA	TBA
LESSEE'S SIDE #2	TBA	TBA

PROVIDER'S SIDE COMMISSION BOX:

COMMISSION	1%
BENEFICIARY	
BANK NAME	
BANK ADDRESS	
ACCOUNT/IBAN NO.	
SWIFT CODE	
BANK TELEPHONE/FAX	

LESSEE'S LETTERHEAD

TRANSACTION CODE:

REQUIRED MESSAGE	TEXT MESSAGE: THE S.W.I.F.T. OR CLEAR STREAM TEXT MESSAGE COVERING ALL REMITTANCES SHALL CLEARLY STATE THE FOLLOWING: "CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS - TRANSACTION CODE: xxxxxxxx FOR SAME DAY TRANSFER AND IMMEDIATE CREDIT - THE REMITTER IS KNOWN TO US AND WE ARE SATISFIED AS TO THE SOURCE OF THE FUNDS SENT TO US - THIS IS DONE WITH FULL BANKING RESPONSIBILITY."
	THE ABOVE MENTIONED BENEFICIARY RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANY TIME BY PROVIDING WRITTEN REQUEST TO THE BUYER/PAYER.

LESSEE'S SIDE COMMISSION BOXES:

SIDE #1:

COMMISSION	TBA	
BENEFICIARY	TBA	
BANK NAME		
BANK ADDRESS		
ACCOUNT/IBAN NO.		
SWIFT CODE		
BANK TELEPHONE/FAX		
REQUIRED MESSAGE	TEXT MESSAGE: THE S.W.I.F.T. OR CLEAR STREAM TEXT MESSAGE COVERING ALL REMITTANCES SHALL CLEARLY STATE THE FOLLOWING: "CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS - TRANSACTION CODE: xxxxxxxx FOR SAME DAY TRANSFER AND IMMEDIATE CREDIT - THE REMITTER IS KNOWN TO US AND WE ARE SATISFIED AS TO THE SOURCE OF THE FUNDS SENT TO US - THIS IS DONE WITH FULL BANKING RESPONSIBILITY."	
	THE ABOVE MENTIONED BENEFICIARY RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANY TIME BY PROVIDING WRITTEN REQUEST TO THE LESSEE/PAYER.	

LESSEE'S LETTERHEAD

TRANSACTION CODE:	
-------------------	--

SIDE #2 :

COMMISSION	TBA
BENEFICIARY	TBA
BANK NAME	
BANK ADDRESS	
ACCOUNT/IBAN NO.	
SWIFT CODE	
BANK TELEPHONE/FAX	
REQUIRED MESSAGE	<p>TEXT MESSAGE: THE S.W.I.F.T. OR CLEAR STREAM TEXT MESSAGE COVERING ALL REMITTANCES SHALL CLEARLY STATE THE FOLLOWING: "CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS - TRANSACTION CODE: xxxxxxxx FOR SAME DAY TRANSFER AND IMMEDIATE CREDIT - THE REMITTER IS KNOWN TO US AND WE ARE SATISFIED AS TO THE SOURCE OF THE FUNDS SENT TO US - THIS IS DONE WITH FULL BANKING RESPONSIBILITY."</p>
	<p>THE ABOVE MENTIONED BENEFICIARY RESERVES THE RIGHT TO CHANGE THE BANK COORDINATES STATED HEREIN AT ANY TIME BY PROVIDING WRITTEN REQUEST TO THE LESSEE/PAYER.</p>

LESSEE AS MASTER PAYMASTER AND BANK COORDINATES FOR PAYMENT OF FEES:

PAYER'S NAME:	
COMPANY NAME:	
PAYER'S PHONE	
BANK NAME	
BANK ADDRESS	
BANK TELEPHONE/FAX	
BANK OFFICER	
ACCOUNT NAME	
ACCOUNT NUMBER	
SIGNATORY	

LESSEE'S LETTERHEAD

TRANSACTION CODE:

IBAN NUMBER	
SWIFT CODE	
BANK OFFICER EMAIL	

This agreement shall be binding, individually or collectively, upon and for the benefit of the parties, the beneficiaries and their respective successors and assigns for their mutual advantage or goodwill. In the event of death of any of the parties or beneficiaries (intermediaries), the surviving parties and beneficiaries agree that the beneficiaries of the deceased party shall receive any and all proceeds of this agreement that would have been earned by the deceased party under the same terms and conditions as if the party were not deceased.

AGREED AND ACCEPTED BY THE PAYER:

FOR AND ON BEHALF OF

LESSEE			
REPRESENTED			
TITLE			
PASSPORT/VALIDITY/ISSUING			

WITNESSED BY PROVIDER:

PROVIDER			
REPRESENTED BY			
TITLE			
PASSPORT/VALIDITY/ISSUING			