**SALES AND PURCHASE AGREEMENT**

**This** Sales and Purchase Agreement is made and entered into on XXX xx, 2015 by and between the undersigned parties:

**THE PARTY A (BUYER):**

Company:

Address:

Certificate Number:

Represented by:

Title:

Telephone Number:

Email:

**AND**

**THE PARTY B (SELLER):**

Company:

Address:

Certificate Number:

Represented by:

Title:

Telephone Number:

Email:

**WHEREAS**, Party A declares with full legal and corporate responsibilities, under penalty of law, that it holds sufficient cash funds and is ready, willing and able to purchase bank instruments arranged by Party B.

**WHEREAS**, Party B declares with full legal and corporate responsibilities, under penalty of law, that it is ready, willing and able to arrange bank instruments, purposed for gathering investment funds for Party B’s projects mobilization, to be sold to Party A.

**WHEREAS**, both Parties confirm that they are ready, willing and able to execute the foregoing bank instrument transactions

**NOW THEREFORE**, in consideration of mutual benefits, the Parties agreed to enter into this Sales and Purchase Agreement (hereinafter referred to as the “Agreement”) under the terms and conditions as follows:

**ACKNOWLEDGEMENT OF NON SECURITIES TRANSACTIONS**

1. This is a private placement transaction conducted by and between the Parties and is not a public offer.
2. Each Party to this Agreement acknowledged and agreed that such transactions shall not be interpreted as the securities transactions defined by any Securities Act of any country.

**FULL AUTHORIZATION TO SIGN AND EXECUTE AGREEMENT**

1. Each Party to this Agreement confirms with full legal and corporate responsibilities, under penalty of law, that they are the exclusive authorized signatory on behalf of their respective party who holds legal authority to sign and execute this Agreement without any limitation.
2. The Parties hereby confirm that once this Agreement duly executed it shall be binding on the Parties inclusive of their associate(s), representative(s), assignee(s), share holder(s), and employee(s), directly or indirectly.

**PARTICULARS OF AGREED BANK INSTRUMENTS**

Status: Bank Guarantee (hereinafter referred to as the “BG”).

Issuing Bank: Credit Suisse, Deutsche Bank and/or other acceptable AA-rated European bank(s).

Tenure: Matured at one (1) year and one (1) day since date of issue.

Currency: European Union Currency (hereinafter referred to as the “EUR”).

Contract Amount: EUR Ten Billion (€10,000,000,000.00) with rollover(s) and extension(s).

First Tranche: EUR One Hundred Million (€100,000,000.00).

Subsequent Tranches: EUR Five Hundred Million (€500,000,000.00) each or as mutually agreed by the Parties.

Cost: Eighty Three Percent (83%) of BG face value.

Payment Mode: By SWIFT MT799 Bank Payment Undertaking (hereinafter referred to as the “BPU”) and followed with unconditional MT103 wire transfer of funds once MT760 BG successfully confirmed.

Commission: Additional two Percent (2%) of BG face value payable by Party A in accordance with Master Fee Protection Agreement

Pre Advice: By SWIFT MT799 to be sent from BG issuing bank to Party A’s bank.

Mode of Delivery: By SWIFT MT760 to be sent from BG issuing bank to Party A’s bank and hard copy is to be delivered from BG issuing bank to Party A’s bank via bonded courier within Seven (7) banking days upon receipt of cash payments

Confirmation: By bank-to-bank SWIFT.

**TRANSACTION PROCEDURE**

1. Party A issues, signs and sends this Agreement along with banking information and full package of compliance documents listed as below by electronic mail (“Email”) to Party B:

(1) Party A’s transaction bank approved BG Verbiage (as per Annex A),

(2) Scanned photocopy of Party A’s Certificate of Incorporation (as per Annex B),

(3) Scanned photocopy of passport of Party A’s authorized signatory (as per Annex C),

(4) Board Resolution (as per Annex D), if necessary

(5) Information Summary (as per Annex E),

(6) Non Solicitation Statement (as per Annex F),

(7) Non Circumvention and Non Disclosure Working Agreement (as per Annex G), and

(8) Master Fee Protection Agreement (as per Annex H).

1. Upon receipt of Party A’s signed Agreement with full package of documents, Party B shall do diligence and, once accepted, countersign and return the Agreement with banking information, scanned photocopy of Party B’s Certificate of Incorporation (as per Annex I) and scanned photocopy of passport of Party B’s authorized signatory (as per Annex J) by Email to Party A, therefore, this duly signed Agreement automatically becomes a legally binding commercial contract between the Parties.
2. Party B shall instruct its bank (xxx) to contact with Party A’s bank officer by SWIFT MT799 (as per Annex K) to identify Party A’s ability to issue MT799 BPUs as soon as the MT799 Pre Advice delivered to Party A’s bank. Party A’s bank responds via SWIFT MT799 (as per Annex L) to Party B’s trust bank that Party A is able to issue MT799 BPUs upon acceptance of MT799 Pre Advice delivered to Party A’s bank.
3. Once confirmed, Party B’s BG issuing bank shall send Pre Advice via SWIFT MT799 (as per Annex M) to Party A’s transaction bank.
4. Upon receipt and acceptance of the Pre Advice, within Three (3) banking days, Party A’s transaction bank shall issue Two (2) Master BPUs via SWIFT MT799 (as per Annex N) in favour of Party B’s nominated Master Project Account and Seed Capital Account respectively.
5. Upon satisfactory confirmation of BPUs, within Three (3) banking days, Party B’s BG issuing bank shall deliver agreed BG into Party A’s transaction bank via SWIFT MT760 favouring Party A’s nominated beneficiary.
6. Upon successful verification and authentication of the MT760 BG, within Eight (8) banking hours, Party A’s bank shall remit cash funds equivalent to Eighty Five Percent (85%) of BG face amount, without any deduction and delay, by MT103 wire transfer of funds into Party B’s nominated accounts according to confirmed BPUs. Simultaneously Party A shall effect cash payments of commission fees to all identified intermediaries. All payments shall be made in EUR only.
7. Upon full receipt of cash funds, within Seven (7) banking days, BG hard copy shall be delivered from Party B’s BG issuing bank to Party A’s transaction bank via bonded courier.
8. Subsequent tranches are to be continued according to above stated procedure 3 to 8 and subject to the tranching schedule mutually agreed by the Parties till contracted amount of BGs are transacted and delivered in full.

**PARTY A’S NOMINATED TRANSACTION BANKING INFORMATION**

Bank Name:

Bank Address:

SWIFT Code

Tel:

Fax:

Bank Officer:

Account No.:

Account Name:

**PARTY B’S BG ISSUING BANKING INFORMATION**

Bank Name:

Bank Address:

SWIFT Code:

Fax:

Bank Officer:

Account No.:

Account Name:

**NO UNAUTHORIZED COMMUNICATION IS TO BE MADE TO EITHER BANKS BY ANY PARTY DIRECTLY OR INDIRECTLY. ANY UNAUTHORIZED BANK CALLS, PROBES OR COMMUNICATIONS IN AN IMPROPER WAY TO THE BANK(S) IN THIS TRANSACTION MAY BE CAUSE FOR THE TERMINATION OF THIS AGREEMENT.**

**IT IS UNDERSTOOD AND AGREED THAT PARTY B MAY USE VARIOUS ISSUING BANK(S) TO ISSUE BGS AND FUND RECEIVING ACCOUNTS FOR THE RECEIPT OF FUNDS GENERATED FROM BGS. PARTY B SHALL NOTIFY PARTY A IN WRITING IN ADVANCE SUBJECT TO THE CHANGES OF ISSUING BANKS AND FUNDS RECEIVING ACCOUNTS.**

**GENERAL CONDITIONS**

1. Neither Party may assign or delegate its interest and duty of this Agreement to any third party, amend part or whole of the Agreement and/or cease this Agreement without prior written consent of the other Party.
2. Non-Circumvention / Non-Disclosure rules from the International Chamber of Commerce (ICC), Paris, France, and all amendments, are hereby incorporated by reference and shall apply to all parties to this transaction. The Uniform Customs and Practices applicable rules and force majeure exception clause of the International Chamber of Commerce Publication is hereby incorporated in and made an integral part of this contract.
3. All of the documents attached in this Agreement are considered to be part of the Agreement. In the event of any modification or extension of this Agreement then an additional document shall be prepared and signed, such duly signed document shall be part of this Agreement that has the same legal power as this Agreement.
4. This Agreement made and transmitted by email shall be considered legally binding as though they were originals.
5. Electronic document transmissions (“EDT”) are deemed valid and enforceable in respect of any provision of this Agreement. As applicable, This agreement shall be:- Incorporate U.S. Public Law 106-229, ‘‘Electronic Signatures in Global and National Commerce Act’’ or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and Electronic Commerce Agreement (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT). EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.
6. Digital signatures herein are considered to be made by binding signer or by any other duly authorized by binding signer
7. Information contained herein including banking coordinates shall be kept strictly confidential and is not to be reproduced or used in any manner whatsoever other than in connection with the execution of this transaction.
8. Improper release of the banking information and/or unauthorized bank contact, directly or indirectly, for any reason, without the written authorization of other party, shall be considered as a breach of Agreement and will make a defaulted party to be actionable for damages sustained hereby.
9. Should any of the Parties herein fail to perform as required by this contract, once signed, the failing Party shall indemnify the other Party for an amount of One Percent (1%) of the total contract amount as penalty. Furthermore, Parties agreed that the non-performance Party shall, waving all rights of defence, unconditionally compensate all financial damage and lose to the other Party.
10. This Agreement is considered a readiness, willingness and ability between the parties and is exclusive and non-transferable between the parties for a period of Five (5) years and includes any and all extensions that might occur.
11. This Agreement is governed by and construed in accordance with both of the Laws of the countries where the Parties incorporated.
12. In the event of any dispute, controversy or claim arising out of or in connection with this Agreement or alleged breach thereof which is not settled by the parties hereto shall be settled by arbitration in accordance with the Laws of Hong Kong SAR, PRC and thereby conclusively agree to accept the decision of such arbitrators as final and binding.
13. This Agreement is made by email in Two (2) copies. One (1) copy for each Party is original.

**------------ THIS SPACE IS INTENTIONALLY LEFT BLANK------------**

***ISSUED AND SIGNED BY THE PARTY A:***

For and on behalf of

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LTD.**

Authorized Signature:

Title:

Passport No.:

Issuing Country:

Date of Issue:

Date of Expiry:

***AGREE AND SIGNED BY THE PARTY B:***

For and on behalf of

Authorized Signature:

Title:

Passport No.:

Issuing Country:

Date of Issue:

Date of Expiry:

**ANNEX A. AGREED BG VERBIAGE (TO BE DELIVERED VIA SWIFT MT760)**

BANK GUARANTEE NO.: XXXXXXXXXXXX

ISSUING BANK: XXXXXXXX

ADDRESS: XXXXXXXXXXXXXXXXXX

SWIFT CODE: XXXXXXXX

ISSUING PLACE: XXXXXXXX

DATE OF ISSUE: XXXXXX

DATE OF MATURITY: XXXXXX

CURRENCY: EUROPEAN UNION CURRENCY

FACE AMOUNT: €XXXXXXXXXXX

APPLICANT: XXXXXXXXXXXXXXXXXX

BENEFICIARY: XXXXXXXXXXXXXXXXXX

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FOR VALUE RECEIVED, WE, (NAME & ADDRESS OF ISSUING BANK), HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST AND NOTIFICATION, PROMISE TO PAY AGAINST THIS BANK GUARANTEE TO THE ORDER OF (NAME OF BENEFICIARY), THE BEARER OR HOLDER THEREOF, AT MATURITY THE SUM OF €XXXXXXXX.00 (AMOUNT IN WORDS) IN THE LAWFUL CURRENCY OF EUROPEAN UNION, UPON SURRENDER AND PRESENTATION OF THIS BANK GUARANTEE AT OUR OFFICE AT (ADDRESS OF ISSUING BANK), BUT NOT LATER THAN 15 (FIFTEEN) DAYS AFTER MATURITY DATE.

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SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTION OR CHARGE, FEE OR WITHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHELD OR ASSESSED BY THE GOVERNMENT OF (ISSUING COUNTRY) OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

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THIS BANK GUARANTEE IS FREELY TRANSFERABLE, ASSIGNABLE AND DIVISIBLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEE OR CHARGE.

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THIS BANK GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, ICC PUBLICATION NO. 758, LATEST REVISION.

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THIS BANK GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF (ISSUING COUNTRY).

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THIS IS AN OPERATIVE INSTRUMENT AND NO FURTHER MAIL CONFIRMATION WILL FOLLOW.

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FOR AND ON BEHALF OF

(NAME AND ADDRESS OF ISSUING BANK)

AUTHORIZED BANK OFFICER #1

AUTHORIZED BANK OFFICER #2

**ANNEX B. SCANNED PHOTOCOPY OF PARTY A’S CERTIFICATE OF INCORPORATION**

**ANNEX C. SCANNED PHOTOCOPY OF PARTY A’S AUTHORIZED SIGNATORY**

**ANNEX D. PARTY A’S BOARD RESOLUTION**

**BOARD RESOLUTION**

THIS IS TO CERTIFY THAT THE BOARD OF DIRECTORS OF **\_\_\_\_\_\_\_\_\_\_LIMITED** HAVING IT’S ADDRESS AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(HEREINAFTER REFERRED TO AS THE “COMPANY”)** HAVING A BOARD OF DIRECTORS MEETING WHICH WAS DULY AND REGULARLY CALLED, NOTICED AND HELD ON \_\_\_\_\_\_\_\_\_, 2012, AT THE COMPANY’S ABOVE REFERENCED ADDRESS AT WHICH THERE WAS PRESENT A QUORUM THEREOF, WHEREIN THE FOLLOWING RESOLUTIONS WERE UNANIMOUSLY ADOPTED, TO WIT:

**RESOLVED**: THAT mr. \_\_\_\_\_\_\_\_\_\_, holder of \_\_\_\_\_\_\_ PASSPORT NUMBER \_\_\_\_\_\_\_\_\_, CHAIRMAN AND AUTHORIZED SIGNATORY FOR AND ON BEHALF OF THE COMPANY, WAS 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 INSTRUMENT transactionS AND TO EFFECT THE OPENING AND OPERATION OF BANK ACCOUNTS ON BEHALF OF AND FOR THE BENEFIT OF THE COMPANY AT ANY BANK(S) HE SHALL SELECT, AND BE A SIGNATORY THEREON, TO ACCEPT AND DISBURSE FUNDS THERE FROM, AT HIS DISCRETION AND DETERMINATION, AND TO EXECUTE CONTRACTS WITH HIS SELECTED SOURCES AND BANKS THEREIN, AT HIS DISCRETION, FOR AND IN THE BEST INTEREST OF THE COMPANY.

FURTHER RESOLVED: THAT MR. \_\_\_\_\_\_\_\_\_\_\_, CHAIRMAN OF THE COMPANY, BE AND HEREBY IS AUTHORIZED AND DIRECTED TO CERTIFY THAT THE FOREGOING RESOLUTIONS AND THE PROVISIONS THEREOF ARE IN CONFORMITY WITH THE CHARTER, BYLAWS 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 THIS CORPORATE RESOLUTION’S FAX OR ELECTRONIC 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 OF \_\_\_\_\_\_\_\_\_, 2012.

***SIGNED BY THE CHAIRMAN OF BOARD:-***

AUTHORIZED SIGNATURE: (CORPORATE STAMP)

**ANNEX E. PARTY A’S INFORMATION SUMMARY**

**CLIENT INFORMATION SUMMARY**

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, 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 :

Registration Address :

Business Telephone Number :

Business Facsimile Number :

E-mail Address :

Corporate Officers and Titles :

**DETAILS OF SIGNATORY - CORPORATE AND INDIVIDUAL:**

First Name :

Last Name :

Date and Place of Birth :

Nationality :

Passport Number :

Date of Issue :

Date of Expiry :

Mobile Phone Number :

**DETAILS OF THE TRANSACTION BANK ACCOUNT:**

Bank Name :

Bank Address :

Bank Swift Code :

Tel :

Fax :

Bank Officer :

Account Number :

Account Name :

**BUSINESS NATURE:**

**Are the funds/CREDIT LINES Free and Clear of liens and encumbrances:** YES

**Acknowledgement & Attestation:**

I, \_\_\_\_\_\_\_\_\_\_\_\_, hereby declare with full personal and corporate responsibility under penalty of perjury, that the information provided herein is accurate and true. The Assets are in full compliance with money laundering policies set forth by the Financial Action Task Force (FATF) recognized by Europe and the USA.

I hereby confirm, verify and attest hereto, that the above named Authorized Signatory is the true Owner of the funds and that I am the signatory on the Bank Account, and have full and absolute authority to execute all of the contracts and agreements.

**Prepared on this \_\_\_ day of \_\_\_\_\_\_\_, 2012**

For and on behalf of

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LIMITED**

Authorized Signature:

Title:

Passport No.:

Issuing Country:

Date of Issue:

Date of Expiry:

 **ANNEX F. NON SOLICITATION STATEMENT**

**LETTER OF NON SOLICITATION**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_, 2012

To:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby confirm that I have requested of you and your organization specific confidential information and documentation regarding a certain private placement program. The information to be received is for my own interest, understanding and purpose and not for further distribution.

I agree to keep all information received from you STRICTLY CONFIDENTIAL.

I hereby declare that I am fully aware that the information presented by you is not in any way considered or intended to be a solicitation for any sort or type of offering, but is intended for my general knowledge and education. I hereby affirm that I have requested such information from you and your organization of my choice and free will and further attest that you have not solicited me in any way.

I understand that the contemplated transactions are strictly ones of a ,private Placement Program; and in no way rely upon or relate to the United States Securities Act of 1933 or related regulations, and does not involve the sale of registered securities. Further, I hereby declare that I am not a licensed broker or government agent/employee and understand that neither are you nor your organization. We have mutually agreed that said private placement situations are exempt from the Securities Act and not intended for the general public.

A facsimile of this Letter and any other associated documents are as valid as the original. Hard copy shall be delivered if requested.

For and on behalf of

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LTD.**

Authorized Signature:

Title:

Passport No.:

Issuing Country:

Date of Issue:

Date of Expiry:

**ANNEX G. NON CIRCUMVENTION AND NON DISCLOSURE AGREEMENT**

**NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT**

Date: \_\_\_\_\_\_\_\_\_\_\_, 2012

Whereas, the undersigned parties are mutually desirous of doing business with respect to the arranging, buying and selling and in cooperation with one another and with third parties for their mutual benefit.

This agreement is made and entered into on this date, shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, any nominees, representatives, successors, clients and assigns hereinafter referred to as ***“The Parties”*** jointly severally, mutually and reciprocally for the terms and conditions expressly state and agree to below, and that this agreement may be referenced from time to time in any document(s), or written agreements, the terms and conditions of this agreement shall apply to any exchange of information written or oral involving financial information, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement hereinafter referred to as ***“The Transaction”*** (Project/Transaction) for the purchase of all commodities, products, or any other equipment.

**NOW, THEREFORE IT IS AGREED**

***1. CONFIDENTIAL INFORMATION***

**1.1** The intending parties propose to disclose certain of its confidential and proprietary information (the "Confidential Information") to each other. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media. Nothing herein shall require the ***remaining Parties*** to disclose any of its information.

**1.2** The intending parties disclose this information due to their desire to enter into a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organisations (herein after referred to as "***Affiliates***").

**1.3** The intending parties shall, during the course of this agreement and in the course of normal business proceedings, disclose names of clients and other key intermediaries and such information shall be considered confidential in terms of this agreement.

**1.4** The documents which are going to follow this agreement like company booklets, pricing, commission structures, letters of intent, full corporate offers, bank comfort letters, irrevocable purchase orders, contract terms and conditions, 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 or whatever company or private persons who are not end buyers or end suppliers without prior specific written consent of the party(s) providing such information.

***2. AGREEMENT NOT TO DEAL WITHOUT CONSENT***

**2.1** The intending parties hereby legally, and irrevocably bind themselves into guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others’ interest or the interest or relationship between ***“The Parties”*** with procedures, seller, buyers, brokers, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, to change, increase or avoid directly or indirectly payments of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationships with manufacturers or technology owners with intermediaries entrepreneurs, legal council or initiate buy/sell relationship or transactional relationship that by-passes one of ***“The Parties”*** to one another in connection with any ongoing and future transaction or project.

**2.2** The intending parties who will access confidential information will not in any manner, solicit, nor accept any business in any manner from sources nor their Affiliates, which sources were made available by any of the other Parties, through this agreement, without the express permission of the party who made available the source information and the parties also undertake not to make use of a third party to circumvent this agreement.

***3. AGREEMENT NOT TO DISCLOSE***

**3.1** Parties agree that the Confidential Information is to be considered confidential and shall be held in confidence, and not used other than for the purposes of its business between Parties, and disclosed **only** to its officers, directors, or shareholders with a specific need to know.

**3.2** Parties acknowledge responsibility for disclosure to selected persons as per 3.1 herein and accepts that any breach of this agreement undertaken by such persons shall be deemed to be a breach by the concerning party.

**3.3** “***The Parties”*** irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to a third party any confidential information provided by one party to the other or otherwise acquired, particularly contract terms, product information or manufacturing processes, prices, fees, financial agreement, schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representatives or mandated representatives and specifically individuals names, addresses, principals, or telex/fax/telephone numbers, references product or technology information and/or other information advised by one party(s) to be one another as being confidential or privileged without prior specific written consent of the party(s) providing such information.

***4. AGREEMENT TO HONOR COMMISSIONS***

**4.1** Commissions, fees, compensation or remuneration to be paid as part of transaction covering ***“The Parties”*** to this agreement, shall be agreed upon by separate written agreement by ***“The Parties”*** concerned and shall be paid at the time such contract designated, concluded or monies changing hands between buyers and sellers, unless otherwise agreed among ***“The Parties”***.

**4.2** “***The Parties”*** hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration, arrangements made as part of a commission transaction even in the event that ***“The Parties”*** are not an integral member to a specific commission and fee, remuneration agreement.

***5. AGREEMENT TO INFORM***

**5.1** In specific deals where one of ***“The Parties”*** acting as an agent allows the buyers or buyers’ mandates, and the seller or sellers’ mandates to deal directly with one another, the agent shall be informed of the development of the transactions by receiving copies of the correspondence made between the buyer or buyer’s mandate and the seller, and by the seller or seller’s mandate and the buyer.

**5.2** Any e-mail communication between buyers or buyers’ mandates, and the seller or sellers’ mandates shall include in copy the Party(s) who introduce themselves and/or who made possible their direct communication.

***6. TERM***

**6.1** This agreement shall be valid for five (5) years commencing from the date of this agreement.

**6.2** This agreement has an option to renew for a further period of five (5) years subject to and upon the terms and conditions agreed between both parties.

**6.3** This agreement shall apply to:

1. All transactions originated during the term of this agreement; and
2. All subsequent transactions that are follow up, repeat, extended or renegotiated transactions of transactions originated during the term of this agreement.

***7. NOT FIDUCIARY AGREEMENT***

**7.1** This agreement in no way shall be construed as being an agreement of partnership and none of *“The Parties”* shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other.

***8. SPECIFIC UNDERTAKING***

**8.1** Without detracting from the generality of this agreement, “***The Parties***” understand that the agreement holds particular relevance to concepts, methodologies and business strategies relating with specific reference to sourcing of Bank Instruments and other similar securities.

***9. ENTITIES OWNED OR CONTROLLED***

**9.1** This agreement shall be binding upon all entities owned or controlled by a party, or in which the Party has an interest or shareholding and upon the principal(s), employee(s), assignee(s), family and heirs of each party.

***10. BREACH OF AGREEMENT***

**10.1** This agreement is valid for all commodities and transactions between parties and the parties agree that any misuse of information supplied in terms of the business relationship, notwithstanding anything contained herein, or any indulgence or relaxation of any clause herein, shall entitle the claimant party to full legal recourse in terms of ICC regulations.

**10.2** Under such terms, in the event of breach of agreement by any term violation, disclosure of circumvention, by any party, directly or indirectly, shall entitle Claiming Party to a legal monetary penalty equal to maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

***11. ARBITRATION***

**11.1** All disputes arising out of or in connection with the present contract shall be finally settled under the rules of arbitration of the “***International Chamber of Commerce (ICC)***” by one or more ***“Arbitrators”*** appointed in accordance with the said rules, at the sole discretion of ***“The Parties”***.

**11.2** Every award shall be binding on ***“The Parties”*** and enforceable at law.

**11.3** By submitting the dispute to arbitration under these rules, ***“The Parties”*** undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

**11.4** Each of ***“The Parties”*** subject to the declared breach shall be responsible for their own legal expenses until an award is given or settlement is reached, provided however, ***“That Party”*** found in default by ***“The Arbitrator(s)”*** shall compensate in full the aggrieved party its heirs, assignees and/or designs for the total remuneration received as a result of business conducted with ***“The Parties”*** covered by this agreement, plus all its arbitration costs, legal expenses and other charges and damages deemed fair by ***“The Arbitrator(s)”*** for bank, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the named party, notwithstanding any other provisions of the award.

***12. TRANSMISSION OF THIS AGREEMENT***

**12.1** The transmission of this agreement through telefax or e-mail shall be legal and binding.

***13. FORCE MAJOR***

**13.1** A party shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of ***“The Parties”***.

***14. AGREEMENT NOT TO CIRCUMVENT***

**14.1** “***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”*** while excluding other or agree to benefit to any other party.

***15. AGREE AND ATTESTED***

**15.1** 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 individual, corporate body or on behalf of a corporate body.

**15.2** Digital signatures herein are considered to be made by binding signer or by any other duly authorized by binding signer as attested by written, even if authorization occurs by regular e-mail.

**AGREED & SIGNED BY THE PARTY A:-**

For and on behalf of

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LTD.**

Authorized Signature:

Title:

Passport No.:

Issuing Country:

Date of Issue:

Date of Expiry:

**AGREED & SIGNED BY THE PARTY B:-**

For and on behalf of

Authorized Signature:

Title:

Passport No.:

Issuing Country:

Date of Issue:

Date of Expiry:

 **ANNEX H. MASTER FEE PROTECTION AGREEMENT**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT AND PAY ORDER**

Date: \_\_\_\_\_\_\_\_\_\_, 2012

RE**: COMMISSIONS/FEES FOR BANK INSTRUMENT TRANSACTION(S) IN THE TOTAL AMOUNT OF EUR TEN BILLION (€10,000,000,000.00) WITH ROLLOVERS AND EXTENSIONS**

The undersigned authorized signatory, under penalty of perjury, does hereby guarantee with full corporate and individual responsibility and authority to provide indemnity to pay **COMMISSION FEES OF TWO PERCENT (2%)** to the paymaster of the total face value of the bank instruments of each tranche of the transaction conducted by and between **XXXXXXXXXXXXXXXXXXXXXXXXX.** and XXXXXX and, including all rolls and extensions thereof, payable to the Beneficiaries named herein, without protest or deal, and such payment shall be wire transferred less bank charges and free of all local and national taxes and liens to the extent legally permissible.

It is our full understanding and acceptance that, upon and after discounting of the “Bank Guarantees” (BGs), as referenced above, Commissions/Fees shall be paid to all involved Intermediaries/ Consultants, as follows:

**A)** Total Commissions/Fees due to all involved Intermediaries/Consultants belonging to the Party A side shall be in the amount equivalent to ONE Percent (1.0%) of face value of instruments and shall be paid to the following Intermediaries/Consultants:

**Beneficiary:**

Bank Name:

Bank Address:

SWIFT Code:

Tel:

Fax:

Bank Officer:

Account No.:

Account Name:

**B)** Total Commissions/Fees due to all involved Intermediaries/Consultants belonging to the Party B side shall be in the amount equivalent to One Percent (1.0%) of face value of instruments and shall be paid to the following Intermediaries/Consultants:

**Beneficiary:**

Bank Name:

Bank Address:

SWIFT Code:

Tel:

Fax:

Bank Officer:

Account No.:

Account Name:

This agreement is valid for all rollovers, extensions, renewals or additions to the above referenced transaction, and any new contracts or transactions between Party A and Party B, for a period of Five (5) years. Party A’s banker will be instructed to wire transfer accrued sums for each transaction immediately without delay to the bank accounts nominated hereof.

This agreement made via facsimile or e-mail will be accepted as an original, and the undersigned Party A/Payor confirms that he/she has the legal power to execute this payment.

**ISSUED AND SIGNED BY THE PAYOR:**

For and on behalf of

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LTD.**

Authorized Signature:

Title:

Passport No.:

Issuing Country:

Date of Issue:

Date of Expiry:

**ANNEX I. SCANNED PHOTOCOPY OF PARTY B’S CERTIFICATE OF INCORPORATION**

**ANNEX J. SCANNED PHOTOCOPY OF PARTY B’S AUTHORIZED SIGNATORY**

**ANNEX K. DRAFT MT799 SWIFT MESSAGE (TO BE SENT FROM PARYY B’s BANK TO PARTY A’S BANK)**

**-----------------Instance Type and Transmission----------------**

Original received from SWIFT

Priority ： Normal

Message Output Reference ： XXXXXXXXXXXXXXXXXXXXXX

**-----------------------Message Header-------------------------**

Swift Output ： FIN 799 Free Format Message

Sender ：

Receiver ：

MUR : XXXXXXXXXXXXXXXXXXXX

**-------------------------Message Text--------------------------**

 20： Transaction Reference Number

 XXXXXXXXXXXXX

 21： Related Reference

 XXXXXXXXXXXXX

 79： Narrative

ATTN. BANK OFFICER: XXXXXXXXXXX

.

DEAR SIR/MADAM,

.

AS REQUESTED BY OUR CLIENT XXXXX, WE HEREBY ADVICE THAT OUR CLIENT IS READY TO INSTRUCT DEUTSCHE BANK AG AND/OR CREDIT SUISSE AG TO DELIVER ACCEPTABLE BANK GUARANTEE MATURED AT ONE (1) YEAR AND ONE (1) DAY WITH A FACE VALUE OF €100,000,000.00 IN FAVOR OF YOUR CLIENT XXXX, SUBJECT TO YOUR CONFIRMATION TO US VIA SWIFT MT799 THAT YOUR CLIENT XXXXXX IS READY AND ABLE TO ISSUE PAYMENT UNDERTAKING(S) VIA SWIFT MT799 IN FAVOR OF XXXXX AND/OR THEIR NOMINATYED BENEFICIARY, UPON YOUR ACCEPTANCE OF A PRE ADVICE DELIVERED FROM ISSUING BANK VIA SWIFT MT799 CONFIRMING THE ISSUING BANK IS READY, WILLING AND ABLE TO DELIVER A BANK GUARANTEE MATURED AT ONE (1) YEAR AND ONE (1) DAY WITH A FACE VALUE OF €100,000,000.00 TO YOUR BANK VIA SWIFT MT760 IN FAVOR OF YOUR CLIENT XXXXX BENEFICIARY.

**-------------------------End of Message-------------------------**

**ANNEX L. DRAFT MT799 SWIFT MESSAGE (TO BE SENT FROM PARTY A’S BANK TO PARTY B’s BANK)**

-------------------Instance Type and Transmission-----------------

Notification (Transmission) of Original sent to SWIFT

Network Delivery Status :

Priority/Delivery : Normal

Message Input Reference :

--------------------------Message Header---------------------------

Swift Input : FIN 799 Free Format Message

Sender :

Receiver :

---------------------------Message Text----------------------------

20: Transaction Reference Number

 XXXXXXXXXXXXXXXXXX

21: Related Reference

 XXXXXXXXXXXXXXXXXX

79: Narrative

WE, XXXXXXXX BANK AT (BANK ADDRESS), ACTING ON BEHALF OF OUR CLIENT, XXXXXXXXXXXXXXXXXXXXXXXXXXXXX. WITH ACCOUNT NO. XXXXXXXXXXX (“OUR CLIENT”), HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT, UPON OUR ACCEPTANCE OF A PRE ADVICE DELIVERED FROM DEUTSCHE BANK AG AND/OR CREDIT SUISSE AG VIA SWIFT MT799 CONFIRMING THEY ARE READY, WILLING AND ABLE TO DELIVER A BANK GUARANTEE MATURED AT ONE (1) YEAR AND ONE (1) DAY WITH A FACE VALUE OF €100,000,000.00 TO OUR BANK VIA SWIFT MT760 IN FAVOR OF OUR CLIENT AS BENEFICIARY, OUR CLIENT IS READY AND ABLE TO ISSUE PAYMENT UNDERTAKING(S) VIA SWIFT MT799 FAVOURING XXXXX AND/OR THEIR NOMINATED BENEFICIARY.

.

THIS CONFIRMATION IS VERIFIABLE ON BANK TO BANK SWIFT BASIS.

.

FOR AND ON BEHALF OF

XXXXXXXXXXXX BANK

COMPUTERIZED SIGNATURES OF AUTHORIZED BANK OFFICER #1

COMPUTERIZED SIGNATURES OF AUTHORIZED BANK OFFICER #2

---------------------------End of Message-------------------------

**ANNEX M. SAMPLE TEXT OF MT799 PRE ADVICE**

**-----------------------Instance Type and Transmission-----------------------**

Notification (Transmission) of Original sent to SWIFT (ACK)

Network Delivery Status : Network ACK

Priority : Normal

Message Input Reference : XXXXXXXXXXXXXXXXXXXXXX

**-------------------------------Message Header-------------------------------**

Swift Input ： FIN 799 Free Format Message

Sender ： XXXXXXXX

 XXXXXXXX

 XXX XX

Receiver ：

**--------------------------------Message Text--------------------------------**

20： Transaction Reference Number

 XXXXXXXXXXXXXXXXXXXX

 21： Related Reference

 XXXXXXXXXXXXXXXXXXXX

 79： Narrative

 DEAR SIR/MADAM,

 .

 PLEASE ADVICE THIS SWIFT IMMEDIATELY TO YOUR CLIENT, XXXXXXXXXXXX LIMITED WITH ACCT NO. XXXXXXXXX IN YOUR BANK (“YOUR CLIENT”).

 .

WE, XXXXXXXXXXXX BANK AT XXXXXXXXXXXXXXXXXXXXXX, WITH FULL BANKING RESPONSIBILITY, HEREBY CONFIRM THAT WE ARE READY, WILLING AND ABLE TO ISSUE OUR BANK GUARANTEE VIA SWIFT MT760 IN FAVOR OF YOUR CLIENT, XXXXXXXXXXXXXXX WITH ACCT. NO. XXXXXXXX, AS BENEFICIARY, WITH A VALIDITY OF ONE (1) YEAR AND ONE (1) DAY SINCE DATE OF ISSUE, IN THE FACE AMOUNT OF €XXXXXXXXXX (AMOUNT IN WORDS).

.

WE HEREBY CONFIRM THE BANK GUARANTEE IS CASH-BACKED AND IS TRANSFERABLE, ASSIGNABLE AND UNCONDITIONALLY CALLABLE UPON MATURITY BY OUR BANK. TEXT OF THE BANK GUARANTEE SHALL BE AS BELOW:

.

<<QUOTE

BANK GUARANTEE NO.: XXXXXXXXXXXX

ISSUING BANK: XXXXXXXX

ADDRESS: XXXXXXXXXXXXXXXXXX

SWIFT CODE: XXXXXXXX

ISSUING PLACE: XXXXXXXX

DATE OF ISSUE: XXXXXX

DATE OF MATURITY: XXXXXX

CURRENCY: EUROPEAN UNION CURRENCY

FACE AMOUNT: €XXXXXXXXXXX

APPLICANT: XXXXXXXXXXXXXXXXXX

BENEFICIARY: XXXXXXXXXXXXXXXXXX

.

FOR VALUE RECEIVED, WE, (NAME & ADDRESS OF ISSUING BANK), HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST AND NOTIFICATION, PROMISE TO PAY AGAINST THIS BANK GUARANTEE TO THE ORDER OF (NAME OF BENEFICIARY), THE BEARER OR HOLDER THEREOF, AT MATURITY THE SUM OF €XXXXXXXXXXX (AMOUNT IN WORDS) IN THE LAWFUL CURRENCY OF EUROPEAN UNION, UPON SURRENDER AND PRESENTATION OF THIS BANK GUARANTEE AT OUR OFFICE AT (ADDRESS OF ISSUING BANK), BUT NOT LATER THAN 15 (FIFTEEN) DAYS AFTER MATURITY DATE.

.

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTION OR CHARGE, FEE OR WITHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHELD OR ASSESSED BY THE GOVERNMENT OF (ISSUING COUNTRY) OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

.

THIS BANK GUARANTEE IS FREELY TRANSFERABLE, ASSIGNABLE AND DIVISIBLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEE OR CHARGE.

.

THIS BANK GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEE AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, ICC PUBLICATION NO. 758, LATEST REVISION.

.

THIS BANK GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF (ISSUING COUNTRY).

.

THIS IS AN OPERATIVE INSTRUMENT AND NO FURTHER MAIL CONFIRMATION WILL FOLLOW.

UNQUOTE>>

.

FOR AND ON BEHALF OF

(NAME AND ADDRESS OF ISSUING BANK)

COMPUTERIZED SIGNATURE OF AUTHORIZED BANK OFFICER #1

COMPUTERIZED SIGNATURE OF AUTHORIZED BANK OFFICER #2

**-------------------------------Message Trailer**-------------------------------

**ANNEX N. DRAFT BPU**

**-----------------------Instance Type and Transmission-----------------------**

Notification (Transmission) of Original sent to SWIFT (ACK)

Network Delivery Status : Network ACK

Priority : Normal

Message Input Reference : XXXXXXXXXXXXXXXXXXXXXX

**-------------------------------Message Header-------------------------------**

Swift Input ： FIN 799 Free Format Message

Sender ： XXXXXXXX

 XXXXXXXX

 XXX XX

Receiver ： XXXXXXXX

 XXXXXXXX

 XXX XX

**--------------------------------Message Text--------------------------------**

20： Transaction Reference Number

 XXXXXXXXXXXXXXXXXXXX

 21： Related Reference

 XXXXXXXXXXXXXXXXXXXX

79： Narrative

 DEAR SIR/MADAM,

 .

 PLEASE ADVICE THIS SWIFT IMMEDIATELY TO YOUR CLIENT, XXXXXXXXXXXX LIMITED WITH ACCT NO. XXXXXXXXX IN YOUR BANK (“YOUR CLIENT”).

 .

 WE, XXXXXXXXXXXX BANK AT XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, ACTING ON BEHALF OF XXXXXXXXXXXXXXXXXX WITH ACCT. NO. XXXXXXXXXXXXXX IN OUR BANK (“OUR CLIENT”), WITH FULL BANKING RESPONSIBILITY, HEREBY PRESENT THIS PAYMENT UNDERTAKING IN THE AMOUNT OF €XXXXXXXXX (SAY XXXXXXXXXXX EURO ONLY) IN YOUR FAVOR FOR THE ACCOUNT OF YOUR CLIENT, XXXXXXXXXXXXXXXXXX LTD..

 .

 SUCH PAYMENT SHALL BE MADE BY OUR BANK VIA SWIFT MT103 INTO YOUR CLIENT’S ACCT, WITHIN ONE (1) BANKING DAY, ONLY UPON OUR RECEIPT, SATISFACTORY VERIFICATION AND AUTHENTICATION OF THE BANK GUARANTEE WITH BRIEFING INFORMATION AS SPECIFIED BELOW:

 ISSUING BANK: XXXXXXXXX

 ADDRESS: XXXXXXXXXXXXXX

 CURRENCY: EUROPEAN UNION CURRENCY

 FACE AMOUNT: XXXXXXXXX

 BENEFICIARY: XXXXXXXXXXXXXXXXXXX

 .

 IN THE EVENT THE ABOVE BANK GUARANTEE IS NOT DELIVERED TO OUR BANK IN FAVOR OF OUR CLIENT VIA SWIFT MT760 WITHIN TEN (10) BANKING DAYS SINCE THE ISSUING DATE OF THIS SWIFT AND/OR CAN NOT BE SUCCESSFULLY SWIFT VERIFIED AND AUTHNETICATED BY OUR BANK, THIS PAYMENT ORDER SHALL BE TERMINATED AND AUTOMATICALLY BECOME VOID AND NULL WITHOUT PRIOR NOTIFICATION TO YOUR BANK.

 .

 FOR AND ON BEHALF OF

 (BANK NAME)

 COMPUTERIZED SIGNATURE OF AUTHORIZED BANK OFFICER #1

 COMPUTERIZED SIGNATURE OF AUTHORIZED BANK OFFICER #2

**-------------------------------Message Trailer**------------------------------