|  |
| --- |
| **PRIVATE DEED OF AGREEMENT / CONTRACT**  **BANK INSTRUMENT ASSIGNMENT** |

This CONTRACT is made and entered into on this day xx xxx, 2015

by and between:

**The PROVIDER**

**NAME**

**Address Represented By:**

(*hereinafter referred to as “****PROVIDER****”*)

and

**The BENEFICIARY**

**Name:**

**Address:**

Represented by**:**

**Email:**

(*hereinafter referred to as “****BENEFICIARY****”*)

**WHEREAS,** the BENEFICIARY desires to be **Assigned a Bank Instrument** (hereinafter referred to as ‘**BG’**) - **Appendix A** - **the sample provided or confirm by BENEFICIARY’s bank**. BENEFICIARY confirms with full corporate and legal responsibility that funds available to fulfil the requirements of the assignment of this instrument is ready; BENEFICIARY further confirm to cooperate with the PROVIDER.

**WHEREAS,** the PROVIDER desires to assign and transfer all rights title and interest of the BG available to it to the BENEFICIARY. PROVIDER represents and warrants that it has the ability and resources to arrange through associates, contracts and source, with full corporate responsibility, financial instrument in the term of assignments to be provided to BENEFICIARY. PROVIDER hereby declares under penalty of perjury that the "BG” will be backed by funds that are good, clean, clear, and free of non criminal origin. The BG will be free and clear of all liens, encumbrances and third party interests.

**NOW THEREFORE**, the BENEFICIARY has agreed to assign the BG at 8**% + 2% = 10%** **(Ten Percent)** of Face Value for the instrument requested and PROVIDER has agreed to issue  **BG** **the sample provided or confirm from BENEFICIARY’s bank**) for lease and both Parties hereby agree to the following:

**DESCRIPTION OF INSTRUMENTS**

1. Instrument: **BG -** **SWIFT MT760**

2. Issuing Bank: **DEUTSCHE BANK - AG FRANKFURT/HSBC - UK**

3. Total Face Value: € 100,000,000.00 (One Hundred MILLION USD)

4. First Tranche: € 100,000,000.00 (One Hundred MILLION USD)

5. Assignment Price: 8% to Provider (Eight Percent) of Face Value plus 2% (Two Percent) commission fees for consultants

6. Payment: By SWIFT MT103

7. Hard Copy: Bonded Courier within 5 banking days.

**PROCEDURE:**

1. PROVIDER and BENEFICARY execute, sign and initial a Deed of Agreement which thereby automatically becomes a full commercial recourse contract after BENEFICARY application have been accepted.

2. Within (72) banking hours, Beneficiary issues a POF (Appendix A) covering the total purchase Fee (10%) of the BG; into Provider’s Designated Payment Receiving Account.

3. Within (72) banking hours after POF Confirmation, the Issuing Bank (Deutsche Bank AG / HSBC UK) will issue a Direct SWIFT MT760 – BG (Appendix B) to the BENEFICIARY Receiving Bank Account.

4. Within 5 banking Days, after BENEFICIARY Bank confirms the swift MT760 – BG; his Bank will release the assignment fee payment (8%) by Swift MT103 bank wire transfer to the PROVIDER nominated bank account and confirm satisfaction to PROVIDER bank making the conclusion of the delivery of the transaction or first tranche.

5. Simultaneously, the BENEFICIARY shall effect commission payment (2%) to all the identified intermediaries according to the Fee Protection Agreement attached without delay or withholding, including all rolls and extensions.

6. Hard Copy Follows within Five Banking Days.

PROVIDER confirms that this is not a DTC/EUROCLEAR and Not an Interbank 10-Step closing procedure. The PROVIDER and BENEFICIARY agree to the following banking co-ordinates pertaining to the agreement herein:-

**PROVIDER’S BANKING COORDINATES TO ISSUE THE SWIFT MT760 (BG)**

|  |  |  |
| --- | --- | --- |
| Bank Name | : | **DEUTSCHE BANK, FRANKFURT, GERMANY** |
| Bank Address | : | TAUNUSANLAGE-12, 60325 FRANKFURT AM MAIN |
| Account Name | : |  |
| Account Number | : |  |
| SWIFT Code | : |  |
| Bank Officer | : | **PROVIDER COULD USE HIS HSBC – UK BANK ACCOUNT FOR THIS TRANSACTION** |
|  |  |  |

**PROVIDER’S BANKING DETAILS TO RECEIVE POF AND 8%**

|  |  |  |
| --- | --- | --- |
| Bank Name | : |  |
| Bank Address | : |  |
| Account Name | : |  |
| IBAN Number | : |  |
| SWIFT Code | : |  |
| Bank Officer  Bank Tel/Fax | :  : |  |

**BENEFICIARY’S BANKING COORDINATES**

|  |  |  |
| --- | --- | --- |
| Bank Name | : |  |
| Bank Address | : |  |
| Account Name | : |  |
| Account Number | : |  |
| SWIFT Code | : |  |
| Bank Officer | : |  |
| Bank Officer Tel | : |  |

Improper release of the above Banking information, for any reason, without the written prior authorization of other party, shall be considered as a breach of contact and will make the defaulted party to be actionable for damages sustained hereby. Parties are not allowed to contact the other party’s bank without expressed written permission. Any party attempting to do so will lead to cancellation of this transaction and contract.

**CONDITION**

This agreement shall remain valid and full force for 30 (Thirty) international banking days from the date of issue, after such time it shall expire. This agreement document, if unsigned shall be rendered NULL and VOID.

**CLAUSE**

**No Contact:** No contact by either party to either bank without expressed written permission. Both parties may change their banking coordinates with written notice to the other party. This is a private transaction and as such 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 other country.

Any unauthorized calls by any party or its representative lawyers to probes or communication in an improper way to bank(s) in this transaction shall be prohibited and automatically render this contract invalid.

**Penalty Clause for Non-Performance:** Should any of the Parties herein fail to perform as required by this contract, once signed, and after the Term of Validity thereof had expired, then, the failing Party shall indemnify the other Party for an amount of the 5% (Five Percent) of the total face value of the transaction.

**NON-SOLICITATION**

The BENEFICIARY hereby confirms and declares that the PROVIDER, its associates or representatives or any person on its behalf has/have never ever solicited the BENEFICIARY, its shareholders or associates or representatives in any way whatsoever that can be construed as a solicitation for this transaction or for future transactions.

**AGREEMENT EXECUTION**

Each party to this agreement represent that is has Full Legal authority to execute this agreement and that each party agrees to be bound by its Terms and Conditions set forth herein. Each party agrees that this agreement may be executed simultaneously by and between Parties via email or facsimile transmission which should be deemed as original. All statements made by either party are under penalty of perjury.

**FORCE MAJEURE**

Any delay or failure of performance by either party of their respective obligations under this agreement shall not constitute a breach hereunder or give rise to any claims for damages and to the extent that such delays or failures in performance are caused by events or circumstance beyond the control of such party.

The term “beyond the control of such party “Include Lawful order of government or authority, Act of War, Rebellion or Sabotage, Fire, Flood, Earthquake or other natural disasters. Any other cause not within the control of such party or which is by exercise of reasonable diligence, the party will be unable to foresee or prevent or remedy.

**ARBITRATION**

The parties agree to settle any dispute arising between them in an amicable manner. In the event of failure to an amicable settlement, the parties agree to submit any irreconcilable issues to ICC office in Geneva, Switzerland, by three arbitrary appointees in accordance with ICC rules.

This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral . Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties. This agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to bring any legal actions against the other, it enforce any of the terms of this agreement the prevailing party shall be entitled to recover reasonable attorney fees and costs.

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**SIGNATURE PAGE**

For and on Behalf of the **PROVIDER**:

**[ ]**

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Name | : |  |
| Designation | : |  |
| Passport Number | : |  |
| Issue Date | : |  |
| Expiry Date | : |  |
| Place of Issue | : |  |

For and On behalf of the **BENEFICIARY:**

Name **:**

Designation  **:**

Passport # **:**

Issue date **:**

Expiry date **:**

Place of Issue **:**

|  |
| --- |
| **SWIFT MT799 PROOF OF FUNDS** |

I. (Appendix A)- THE POF VERBIAGE ATTACHED HERETO:

**Sending Bank Details**:

BANK NAME:   
BANK ADDRESS:

ACCOUNT NUMBER:   
ACCOUNT NAME:   
SWIFT CODE:   
BANK OFFICER:

BANK TELEPHONE:

**Receiving Bank Details:**

BANK NAME:   
BANK ADDRESS:   
ACCOUNT NUMBER:   
ACCOUNT NAME:   
SWIFT CODE:

BANK OFFICER:

BANK TELEPHONE:

BANKER’S Fax:

Amount: **€12,000,000.00**

Transaction Code:

WE, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** ADDRESS AT: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** HEREBY IRREVOCABLY CONFIRM WITH FULL BANK RESPONSIBILITY THAT FUNDS AMOUNTING TO €**12,000,000.00** **(Twelve Million USD Only)** ARE BLOCKED AND AVAILABLE BY OUR CLIENT: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** FOR AND ON BEHALF OF YOUR CLIENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WE CONFIRM THERE ARE NO LIENS OR ENCUMBRANCES ON THESE FUNDS.

WE ALSO CONFIRM THAT THESE FUNDS ARE LEGALLY EARNED, OF NON-CRIMINAL ORIGIN AND ARE FREELY AVAILABLE ON INSTRUCTION OF OUR CLIENT AND FOR THE FULL AND EXCLUSIVE USE OF THE BENEFICIARY.

THIS BLOCKED FUNDS CONFIRMATION IS UNCONDITIONAL. WE FURTHER CONFIRM THAT THE AMOUNT OF THESE FUNDS HAS BEEN BLOCKED IN FAVOR OF YOUR CLIENT, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** WITH YOUR ACCOUNT NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_, VIA OUR CLIENT ACCOUNT NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ AND VALID FOR THE SIXTY (60) BANKING DAYS FROM DATE OF ISSUE OF THIS BLOCKED FUNDS CONFIRMATION OR FOR THE LIFE OF THE CONTRACT FOR AS LONG AS YOUR CLIENT IS ACTIVELY AND CONTINUOUSLY PERFORMING IN GOOD FAITH THEREUNDER AS REFERENCED BY THE MASTER TRANSACTION CODE ABOVE.

THIS IS AN OPERATIVE BANK INSTRUMENT AND IS SUBJECT TO THE INTERNATIONAL CHAMBER OF COMMERCE (ICC), PARIS, FRANCE, AND PUBLICATION NO. 500 AS IT RELATES TO BANK CREDIT INSTRUMENTS. THIS CALLABLE BANK CONFIRMATION IS VALID FOR SIXTY (60) DAYS FROM THE DATE OF ISSUANCE HEREIN STATED AND MAY BE VERIFIED ON BANK-TO-BANK BASIS.

BANK OFFICER NAME: BANK OFFICER NAME: PIN NO: PIN NO:

----------------------------------MESSAGE TRAILER-----------------------------

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|  |
| --- |
| **SWIFT MT760 SAMPLE VERBIAGE** |

**RECEIVER CAN PROVIDE HIS OWN BG MT760 SWIFT VERBIAGE**

I. (Appendix A)- THE BG VERBIAGE ATTACHED HERETO:

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

Swift Output : FIN 760

Sender :

Receiver :

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

27: SEQUENCE OF TOTAL

1/1

20: TRANSACTION REFERENCE NUMBER

DRAFT FOR REVIEW ONLY

23: FURTHER IDENTIFICATION

ISSUE

30: DATE

DRAFT FOR REVIEW ONLY

40C:APPLICABLE RULES

OTHR

77C:DETAILS OF GUARANTEE

WE, (BANK NAME), ADDRESS AT ………………………………………………………………………………, FOR AND ON BEHALF OF THE ………………………………………………… LOCATED AT …………………………………………………………, AT THE INSTRUCTIONS OF OUR CLIENTS ……………………………………… HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITH FULL BANKING RESPONSIBILITY, WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST THIS LETTER OF GUARANTEE TO THE ORDER OF ……………………………………, FOR ACCOUNT OF ……………………………………………, WITH THE ADDRESS AT………………………………………………THE BEARER OR HOLDER THEREOF, LIMITED TO THE AMOUNT €XX,000,000.00 (XXXXXXX MILLION EURO) IN THE LAWFUL CURRENCY OF THE EUROPEAN UNION (EURO) WITH MATURITY DATE ON SIX MONTH.

PAYMENT IS AVAILABLE BY BENEFICIARY’S FIRST WRITTEN DEMAND VIA SWIFT WIRE SYSTEM MARKED DRAWN UNDER THE LETTER OF GUARANTEE NUMBER \_\_\_, DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015.

WE ENGAGE WITH YOU THAT THE DEMAND DRAFT UNDER AND IN COMPLIANCE WITH THE TERMS OF BANK GUARANTEE, SHALL BE DULY HONORED ON THE MATURITY DATE UPON PRESENTATION TO US.

SUCH PAYMENT SHALL BE MADE WITHOUT SET OFF, FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, TAXES, LEVIES, DUTIES, FEES OR WITHHOLDING OF ANY NATURE, NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ACCESSSED BY THE GOVERNMENT OF ……………………………, OR ANY POLITICAL SUBDIVISION OF AUTHORITY THEREOF OR THEREIN.

THIS GUARANTEE IS IRREVOCABLE,DIVISIBLE,ASSIGNABLE,TRANSFERABLE,UNRESTRICTED. WITHOUT NOTIFICATION OR PRESENTATION TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEES.

THIS GUARANTEE IS SUBJECT TO THE LAWS OF …………………… AND UNIFORM RULES FOR DEMAND GUARANTEES, INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE, 2010, PUBLICATION No 758.

THIS BANK GUARANTEE TRANSMITTED BY SWIFT IS AN OPERATIVE INSTRUMENT.

FOR AND BEHALF OF BANK:

AUTHORIZED SIGNATORY: AUTHORIZED SIGNATORY:

BANK OFFICER: BANK OFFICER:

PIN CODE: PIN CODE:

|  |
| --- |
| **GENERAL PROVISIONS** |

1. This present Contract, in English, comprises the entire understanding of the parties with respect to the subject matter and all representations made by either party contained herein. In any case of conflict between the original in English and any translation, the original version will prevail. Any and all verbal representation, warranties or statements by anyone shall be nil and void and shall have no force or affect whatsoever on this Contract, unless set forth in writing.
2. Any modifications or amendments to this Contract shall be made in writing and signed by the parties hereto as well as witnessed and/or attested accordingly. The parties hereto are aware, that the execution of this Contract may require further specifications, which shall be negotiated and drawn up in good faith. All the attachments, amendments or exhibits are considered an inseparable part of this Contract.
3. Nothing contained in this Contract shall be construed so as to require the commission of any act contrary to law. Wherever there is a conflict between any provision of this Contract and any statute law, ordinance, order or regulation contrary to which the parties hereto have no right to contract, such statute law, ordinance, order or regulation shall prevail, provided that in such event;
4. The provision of this Contract so effected shall be limited only to the extent necessary to permit compliance with the minimum requirement,
5. No other provisions of this Contract shall be effected thereby, and
6. All such other provisions shall continue in full force and effect.
7. No waiver, expressed or implied, by either party of any breach of this Contract shall be deemed a waiver of any other provision hereof, nor shall such a waiver thereafter prevent any action or claim concerning that or any subsequent breach of this Contract.
8. All notices required to be given by one party or another shall be given in writing by letter, fax or by registered mail and must be signed by the sender. Any change of address must be given in writing to the other party (ies) without delay. Whereas facsimile transmission of or under this Contract is deemed to be necessary as a mean of obtaining signatures, it is agreed that such facsimile will constitute and create an original, legally binding and enforceable document for any Court of Law.
9. Each of the parties shall execute and deliver all necessary written documents and instruments, the circumstances on the present Contract, may in a reasonable opinion of either party be necessary or appropriate to carry out the provisions, intent and purpose of this agreement and/or any of its amendments, attachments etc. The parties agree to work together in good faith to best fulfil the purpose and commercial potential of this agreement, and to remain open to the discussion of changes that may be advisable or necessary should there be any changes in law, economic or business circumstances.
10. In the event that any controversy, dispute or claim arises out of or relates to this Contract, the prevailing party shall be entitled to recover all its costs and expenses of such action or proceeding as well as its actual attorneys´ fees as an element of its costs and not as an element of its damages, regardless whether or not such action or proceeding proceeds to final judgement. A party not entitled to recover its costs of suit or arbitration may not recover attorneys` fees.

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In WITNESS WHEREOF the parties hereto have duly signed and executed this Contract in duplicate on the day and place as stated here below.

For and on Behalf of the **PROVIDER**:

**[]**

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
| Name | : |  |
| Designation | : |  |
| Passport Number | : |  |
| Issue Date | : |  |
| Expiry Date | : |  |
| Place of Issue | : |  |

Accepted By/For/On Behalf of the **BENEFICIARY:**

Name  **:**

Designation  **:**

Passport # **:**

Issue date **:**

Expiry date **:**

Place of Issue **:**

FEE PROTECTION AGREEMENT

The Beneficiary guarantees to unconditionally pay all parties listed in the FPA the 2% commission by wire transfer simultaneously. The Agent/Referral fees will be free of legal impediment and free of any deductions, adding bank transfer fees, for this and all subsequent transactions between the parties.

The parties hereto affirm that in every case they will act with the highest standards of ethics andhonesty in all their dealings.

This agreement shall be respected and honored at all times, unless otherwise mutually agreed upon and any party will permit no attempt or hint of circumvention. Each of the above parties agrees and understands that any overt or covert action of circumvention prescribed by this agreement shall be a fraudulent act against the other. THE PROVIDER and THE BENEFICIARY will be subject to judicial action, recompense for damages, possible punitive damages and injunctive relief imposed by the legal process.

Both parties hereby agree that the disbursement of funds will be distributed as follows:

**THE AGENTS FEES 2%**

**PROVIDER’S MANDATE BANK INFRORMATION FOR 1%: (CLOSED)PAYMASTER**

|  |  |
| --- | --- |
| **CORRESPONDENT BANK:** |  |
| **SWIFT CODE:** |  |
| **SORT CODE:** |  |
| **FOR CREDIT OF:** |  |
| **SWIFT CODE:** |  |
| **ACCOUNT NUMBER:** |  |
| **IBAN NUMBER:** |  |
| **FOR FINAL CREDIT OF:** |  |
| **BENEFICIARY’S A/C NO:** |  |
| **AMOUNT:** |  |
| **BENEFICIARIES:** |  |
| **SPECIAL WIRE INSTRUCTION:** | The S.W.I.F.T. MT103 text message covering all remittances shall clearly state the following: **"CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISE OF NON-CRIMINAL AND NON-TERRORIST ORIGINS.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.** |

**BUYERS MANDATE BANK INFRORMATION FOR 1%: (CLOSED)PAYMASTER**

|  |  |
| --- | --- |
| **BANK NAME:** |  |
| **BANK ADDRESS:** |  |
| **SWIFT CODE:** |  |
| **ACCOUNT NAME:** |  |
| **ACCOUNT NUMBER:** |  |
| **IBAN CODE:** |  |
| **AMOUNT:** |  |
| **BANK TELEPHONE:** |  |
| **BENEFICIARY:** |  |
| **SPECIAL WIRE INSTRUCTION:** | The S.W.I.F.T. MT103 text message covering all remittances shall clearly state the following: **"CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISE OF NON-CRIMINAL AND NON-TERRORIST ORIGINS.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.** |

This Financial Transaction Memorandum of Understanding (MoU) & Undertaking, otherwise the Agreement shall be construed in accordance with the rules and regulations set forth and shall be governed by the International Chamber of Commerce (ICC) Publication 500/600 latest revision.

The Courts of competent having jurisdiction with caution in English Language shall adjudicate for matters relating to this Agreement in the event of breach by either party.

This Letter is valid and operative upon signed.

Sincerely,

For and On behalf of the **Client.**

Name **:**

Designation :

Passport # :

Issue date :

Expiry date :

Place of Issue:

CLIENT INFORMATION SUMMARY – (Appendix B)

In accordance with Articles two (2) through five (5) of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, concerning the prevention of money laundering, and Article 305 of the Swiss Criminal Code, the following information may be supplied to banks and/or other financial institutions for the purpose of verification of identity and activities of the Principal, and the nature and origin of the funds that are to be utilized. All parties have an obligation for professional discretion and to take all appropriate precautions to protect the confidentiality of the information each holds in respect of the others’ activities. This legal obligation shall remain in full force and effect at all times.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1.** | **PRINCIPAL:** | |  | |
| a) | **Represented By:** | |  | |
| b) | Nationality: | |  | |
| c) | Passport Number: | |  | |
| d) | Date Of Issue: | |  | |
| e) | Date Of Expiration: | |  | |
| f) | Date Of Birth: | |  | |
| g) | Place Of Birth: | |  | |
| h) | SSN/Identity No.: | |  | |
| i) | Contact Address: | |  | |
| j) | Contact Telephone No.: | |  | |
| k) | Add. Telephone No.: | |  | |
| l) | Mobile Telephone No.: | |  | |
| m) | Facsimile No.: | |  | |
| n) | E-Mail Address: | |  | |
| o) | Occupation: | |  | |
| p) | **BUSINESS NAME:** | |  | |
| q) | Business Address: | |  | |
| r) | Business Telephone: | |  | |
| s) | Business Facsimile: | |  | |
| **2.** | **ADDRESS FOR MAIL:** | | |  |
| **3.** | **ADDRESS FOR COURIER:** | | |  |
| **4.** | **LEGAL COUNSEL:** | | |  |
| a) | Address: | | |  |
| b) | Telephone No.: | | |  |
| c) | Facsimile No.: | | |  |
| **5.** | **BANK NAME:** | | |  |
| a) | Bank Address: | | |  |
| b) | Account Name: | | |  |
| c) | Account No.: | | |  |
| d) | Acct. Signatory Name: | | |  |
| e) | Bank Officer: | | |  |
| f) | Bank Officer Address: | | |  |
| g) | Bank Officer Telephone: | | |  |
| h) | Bank Officer Facsimile: | | |  |
| j) | S.W.I.F.T.: | | |  |
| **6.** | | Amount of funds/instrument on deposit and available for collateral: | | |
|  | | Three Million Seven Hundred Thousand Euro **(€ xxxxx:00 EUR)** | | |

**7. Affirmation:**

I hereby swear under the full penalty of perjury, that the information provided herein is both true and accurate. I am in control of the assets stated above, and have signatory authority on the aforementioned bank account and have full authority to execute all contracts and agreements relating to pleading the assets for a loan. The funds are in full compliance with the anti-money laundering policies set forth by the Financial Action Task Force (FATF) 6/01.

Signed this XX day of XXX, 2015

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

***SIGNATORY -***

**CONTRACT ATTESTATION**

**TRANSACTION CODE:**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hereby affirm that we are in complete understanding and acceptance of the transaction procedure above for BG to be delivered via **SWIFT MT760**. We understand and accept that the contract amount will be for **€XXXXXXXX,000,000.00** **(XXXXX Million Euros)** in single tranche accordingly with the conditions below:

* PROVIDER’s bank WILL NOT SEND CASH TO MY BANK ACCOUNT.
* I understand and accept that the PROVIDER Bank will do key Exchange with my Bank to facilitate this transaction.
* I understand and accept that the PROVIDER is authorised to nominate any bank account deem fit for this transaction to receive ALL required payments.
* I am in complete understanding of the contract procedure and its requirement.
* I understand and accept that the PROVIDER requires the full assignment fee within 5 banking days after confirmation of the swift MT760 with the issuing bank.

I am absolutely clear of this transaction requirement as agreed. The above MOU/Agreement defining the terms and condition as well as the procedures herein are acceptable for execution of this transaction.

Accepted By/For/On Behalf of the **BENEFICARY:**

Name  **:**

Designation **:**

Passport # **:**

Issue date **:**

Expiry date **:**

Place of Issue **:**

|  |
| --- |
| **PROVIDER’S PASSPORT COPY** |

|  |
| --- |
| **BENEFICIARY’S PASSPORT COPY** |