

Treasury Consulting Pte Ltd – Private Placement Program (PPP) Desk

BUYER'S CODE:	To be Provided by Treasury Consulting Pte Ltd
SELLER'S CODE:	To be Provided by Treasury Consulting Pte Ltd
TRANSACTION CODE:	To be Provided by Treasury Consulting Pte Ltd
Payment Terms	Mention at Last Page of the DOA

DEED OF AGREEMENT (DOA)

THE SELLER:

Corporate Office: 3 Shenton Way # 18-07, Shenton House, Singapore, 068805
 7 Straits View, Marina One East Tower, # 05-01, Singapore 018936
 Represented by: Mr. Rahul Magan, Group Chief Executive Officer, Treasury Consulting Pte Ltd
 Nationality: Indian
 Passport No: Z3647405
 Tel Number: 91-9899242978 (Handheld)
 Email: Rahul.magan@treasuryconsulting.in

Hereinafter to the '**SELLER**' on one part,

AND

THE BUYER:

Address:
 Represented By:
 Nationality:
 Passport No:
 Mobile Phone:
 Business Phone:
 E-Mail Address:

Hereinafter to the "**BUYER**" on one part,

WHEREAS. The BUYER desires to buy XXX Million CU (Currency Unit) (CU XXX) in Standby Letters of Credit ("SBLC") from the SELLER. The BUYER confirms with full corporate and legal responsibility that funds are available to fulfill the requirements for the purchase of this instrument and are ready and the BUYER further confirms to cooperate with the SELLER.

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

NOW, THEREFORE, The BUYER has agreed to buy the STANDBY LETTER OF CREDIT at an agreed Commercials of the Face Value of the SBLC as requested and the SELLER has agreed to issue SBLC to be bought by the BUYER and both Parties hereby agrees to the following:

I, Mr. _____ as the _____ (Title) of _____ hereby confirms with full legal, personal and corporate responsibility and authority, under penalty of perjury, irrevocably, unconditionally that we are ready, willing and able to purchase the following bank instruments under the terms and conditions described below, with good, clean, clear funds of non-criminal origin, free of any liens or encumbrances whatsoever.

NOW, THEREFORE, The BUYER has agreed to buy the SBLC at an agreed Commercials of the Face Value as requested by the SELLER and both Parties hereby agrees to the following terms as stated down below:

DESCRIPTION OF INSTRUMENT		
1	INSTRUMENT	STANDBY LETTER OF CREDIT (SBLC) VIA MT760 FORMAT ICC#600
2	TOTAL FACE VALUE	CU XXX (XXX Million CU)
3	FIRST TRANCHE	CU XXX Million
4	ISSUING BANK	TOP 25 World Banks (Refer Banking Annexure in BG/LC Application Form)
5	Period	Fresh Cut
6	PRICE	Non Leased SBLC – 8% E&R, 7% without E&R Leased SBLC – 6.5% E&R, 6% without E&R

Treasury Consulting Pte Ltd – Private Placement Program (PPP) Desk

		E&R – Extension & Rollovers
7	DELIVERY	SWIFT MT799 RWA – AFTER BCL RWA & FOLLOWED BY MT760 SBLC
8	PAYMENT	BY SWIFT MT103 WIRE TRANSFER
9	HARD COPY	DELIVERY BY SECURE BANK COURIER

TRANSACTION PROCEDURE:

1. THE BUYER RETURNS AND EXECUTES THE LOI/DOA PACKAGE IN ENGLISH DULY COMPLETED IN ALL RESPECTS AND SIGNED WITH THE BUYER'S FULL BANKING CO-ORDINATES TO INCLUDE:
 - 1.1 THE LETTER OF INTENT/CONTRACT
 - 1.2 THE CLIENT INFORMATION SHEET (CIS)
 - 1.3 THE CORPORATE RESOLUTION (CR)
 - 1.4 THE NON-SOLICITATION STATEMENT (NS)
 - 1.5 THE NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT (NCND)
 - 1.6 THE IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
 - 1.7 THE BUYER SIGNATORY AND COLOR COPY OF PASSPORT
 - 1.8 THE BUYER CERTIFICATE OF INCORPORATION (COI)
2. THE SELLER AND THE BUYER WILL EXECUTE, SIGN AND INITIAL THIS DEED OF AGREEMENT, WHICH THEREAFTER AUTOMATICALLY BECOMES A FULL COMMERCIAL RECOURSE CONTRACT WITH THE REQUIRED DOCUMENTS AS STATED ABOVE IN 1.
3. AFTER RECEIVING THE COUNTERSIGNED AGREEMENT FROM PROVIDER, THE BUYER BANK WITHIN (THREE) 2 BANKING DAYS WILL ISSUE THE BCL & RWA TO THE SELLER'S BANK ON A BANK TO BANK BASIS
4. WITHIN (THREE) 3 BANKING DAYS AFTER A SUCCESSFUL VERIFICATION AND CONFIRMATION OF THE BUYER'S BCL & RWA, THE SELER'S BANK WILL ISSUE AN MT799 PREADVICE.
5. AFTER VERIFICATION & CONFIRMATION OF PREADVICE THE BUYER BANK WILL SEND BPU & UPON RECEIVING MT799 / BPU (BANK PAYMENT UNDERTAKING) FROM THE BUYER, THE SELLER SHALL DELIVER THE SWIFT MT760 SBLC TO THE BUYER'S BANK FOR VERIFICATION AND AUTHENTICATION.
6. WITHIN (FIVE) 5 BANKING DAYS AFTER THE VERIFICATION, CONFIRMATION AND AUTHENTICATION OF THE SELLER'S SWIFT MT760 SBLC, THE BUYER BANK SHALL RELEASE BY A MT103 WIRE TRANSFER.
7. WITHIN (FIVE) 5 BANKING DAYS AFTER THE CONFIRMATION OF RECEIPT OF PAYMENT OF THE PURCHASE PRICE, THE SELLER WILL DELIVER THE HARD COPY OF THE SBLC MT760 TO THE BUYER'S BANK VIA BANK BONDED COURIER.

ANY UNAUTHORIZED BANK CALLS, PROBES OR COMMUNICATIONS, OR ANY IMPROPER SOLICITATION OR DISCLOSURE INVOLVING ANY OF THE BANKS CONCERNED IN THIS TRANSACTION WILL RESULT IN AN IMMEDIATE CANCELLATION OF THIS TRANSACTION AND SUBJECT TO VIOLATING THE PARTY AFFECTED TO ANY DAMAGES.

BUYER'S OBLIGATIONS:

The BUYER, with full corporate and legal responsibilities, and under penalty of perjury, confirms that the Buyer is fully aware of his financial ability and facilities with the Buyers bank when signing this DOA and/or any other agreements and documents with the SELLER.

The BUYER further confirms that the BUYER is authorized to verify the funds of each tranche of the Contract with his bank, if necessary. In the event of unsatisfactory verification, the transaction will be suspended immediately and the SELLER is in breach of the Contract and liable for legal consequences.

SELLER'S OBLIGATIONS:

The SELLER with full corporate and legal responsibilities, and under penalty of perjury, confirms that the SELLER is fully aware of the commitment of the Instruments when countersigning this DOA.

The SELLER further confirms to deliver the instruments, to negotiate and make proper arrangement with the provider to continuously supply the instruments until the whole contracted volume is exhausted. Without expressed written permission, neither party shall contact the bank of the other party. Both parties may change banking coordinates with written notice to the other party.

PENALTY CLAUSE FOR NON-PERFORMANCE

SHOULD ANY OF THE SIGNATORY PARTIES HEREIN FAIL TO PERFORM ACCORDING TO THE TERMS AND AS REQUIRED BY THIS CONTRACT, ONCE SIGNED, THEN, THE FAILING PARTY SHALL INDEMNIFY THE AGGRIEVED PARTY FOR AN AMOUNT OF 2%. THE DISTRIBUTION.

NON-SOLICITATION

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

FORCE MAJEURE

Any delay in 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 if, 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 the exercise of reasonable diligence, the party will be unable to foresee or prevent or remedy.

ARBITRATION

All disputes and questions whatsoever which arises between the parties to this agreement and touching on this agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this agreement shall be settled by the Local Arbitration Courts in accordance with the arbitration rules of the ICC.

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. In the event that either party shall be required to bring any legal actions against the other, it enforces any of the terms of this agreement the prevailing party shall be entitled to recover reasonable attorney fees and costs.

BANK COORDINATES

The relevant bank coordinates in conjunction with this agreement are set out in ADDENDUM -A hereafter.

ELECTRONIC SIGNATURE AND TRANSMISSION

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any subsequent contracts and reliance placed upon this information by the Parties. As applicable, information provided shall: 1- 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 2-ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257, Geneva**, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT). 3-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

FOR AND ON BEHALF OF THE BUYER:

 Name: Mr.
 Passport:
 Nationality:
 Date of Issue:
 Date of Expiry:

AGREED AND ACCEPTED BY THE SELLER

 COMPANY NAME: Treasury Consulting Pte Ltd
 Name: Mr. Rahul Magan
 Title: Group CEO, Treasury Consulting Pte Ltd
 Passport No: Z3647405
 Nationality: Indian
 Issue Date: To be Share with Clients
 Expiration Date: To be Share with Clients

ADDENDUM-A**BANK COORDINATES**

Treasury Consulting Pte Ltd – Private Placement Program (PPP) Desk

THE SELLER AND THE BUYER AGREE TO THE FOLLOWING BANKING CO-ORDINATES PERTAINING TO THE AGREEMENT HEREIN ABOVE STATED:

1. BUYER'S BANKING COORDINATES: TO ISSUE SWIFT MT799 BCL/RWA, BPU & MT103 PAYMENT.

BANK NAME:	
BANK ADDRESS:	
BANK TELEPHONE NO.:	
BANK FAX NO.:	
BANK OFFICERS NAMES:	OFFICER #1: OFFICER #2
BANK OFFICERS EMAIL:	OFFICER #1: OFFICER #2
BANK BIC/SWIFT CODE:	
ACCOUNT NAME:	
ACCOUNT NUMBER:	

2. BUYER'S BANKING COORDINATES: TO RECEIVE MT799 PRE-ADVICE/RWA, MT760 AND THE SBLC HARDCOPY.

BANK NAME:	
BANK ADDRESS:	
BANK TELEPHONE NO.:	
BANK FAX NO.:	
BANK OFFICER NAME:	
BANK OFFICER EMAIL:	
BANK BIC/SWIFT CODE:	
ACCOUNT NAME:	
ACCOUNT NUMBER:	

3. SELLER'S BANKING COORDINATES: TO ISSUE SWIFT MT799-RWA, MT760 AND THE SBLC HARD COPY.

BANK NAME:	
BANK ADDRESS:	
BANK TELEPHONE NO.:	
BANK FAX NO.:	
BANK OFFICER NAME:	
BANK OFFICER EMAIL:	
BANK BIC/SWIFT CODE:	
ACCOUNT NAME:	
ACCOUNT NUMBER:	
IBAN NUMBER:	

4. SELLER'S BANKING COORDINATES: TO RECEIVE SWIFT MT799 BCL/RWA, BPU & MT103 PAYMENT.

BANK NAME:	
BANK ADDRESS:	
BANK TELEPHONE NO.:	
BANK FAX NO.:	
BANK OFFICER NAME:	
BANK OFFICER EMAIL:	
BANK BIC/SWIFT CODE:	
ACCOUNT NAME:	
ACCOUNT NUMBER:	
IBAN NUMBER:	

**ADDENDUM-B
CONFIRMATION SWIFT MESSAGE (MT799/RWA)**

-----MESSAGE HEADER-----
SWIFT INPUT: MT-799 FREE FORMAT TEXT

SENDER:

BANK NAME:
BANK ADDRESS:
SWIFT CODE:
ACCOUNT NAME (THE APPLICANT):
ACCOUNT NUMBER:
IBAN:
ACCOUNT SIGNATORY:
BANK OFFICER NAME & TITLE:
BANK OFFICER TEL NUMBER:

RECEIVER

BANK NAME:
BANK ADDRESS:
SWIFT CODE:
ACCOUNT NAME:
ACCOUNT NUMBER:
BANK OFFICER:
BANK OFFICER TEL No.:

-----SWIFT MESSAGE TEXT-----

AT THE REQUEST OF OUR CLIENT, WITH ACCOUNT NUMBER, WE HEREBY CONFIRM THAT WE HAVE APPROVED A CREDIT LINE OF CU XX0,000,000.00 (SUM OF XXXX HUNDRED MILLION CU ONLY) THAT SHALL BE AVAILED SUBJECT TO OUR RECEIPT OF AN ACCEPTABLE FINANCIAL INSTRUMENT TO BE PROVIDED, IN EXECUTION OF THEIR BUY/SELL AGREEMENT, BY COMPANY COVERING THE LINE OF CREDIT, INCLUDING THE COSTS, FEES AND INTEREST, TO PROVIDE THE REQUIRED CREDIT ENHANCEMENT.

THIS MUST BE A FINANCIAL INSTRUMENT RATED FROM A PRIME BANK, WHICH IS SUBJECT TO OUR VERIFICATION, AUTHENTICATION AND APPROVAL PRIOR TO THE FUNDS BEING FREED FOR TRANSFER.

WE ARE READY, WILLING AND ABLE TO RECEIVE A MT799/PREADVICE CONFIRMING THE CAPABILITY OF THE ISSUING BANK TO DELIVER A STANDBY LETTER OF CREDIT WITH A FACE VALUE OF CU XX0,000,000.00- (XXXXX HUNDRED MILLION CU).

WE HAVE BEEN INSTRUCTED BY OUR CLIENT, UPON RECEIVING THE ABOVE PREADVICE, TO CONFIRM THAT THE FUNDS ARE RESERVED FOR THE PAYMENT OF THIS STANDBY LETTER OF CREDIT AGAINST DELIVERY OF THE ACCORDING MT760.

THE VALIDITY OF THIS CONFIRMATION OF BANK LINE OF CREDIT EXPIRES ON DD/MM/YY) ALLOWING THIRTY (30) INTERNATIONAL BANKING DAYS.

WE DO HEREBY AUTHORIZE THE RECIPIENT BANK OFFICER TO CONFIRM WITH OUR BANK, ON BANK TO BANK BASIS, THE AVAILABILITY AND AUTHENTICITY OF THIS RWA.

BANK OFFICER #1
(TITLE/PIN CODE)

BANK OFFICER #2
(TITLE/PIN CODE)

**ADDENDUM-C
BANKER PRE-ADVICE SWIFT MT799**

-----MESSAGE HEADER-----

SWIFT INPUT: MT-799**SENDER:**

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

RECEIVER:

BANK NAME:
 BANK ADDRESS:
 SWIFT CODE:
 BANK OFFICER:
 ACCOUNT NAME:
 ACCOUNT NUMBER:
 IN FAVOR OF:

REFERENCE:
 SWIFT MESSAGE TEXT

ATTENTION: (ACCOUNT BANK OFFICER)

WE -----(ISSUING BANK AND ADDRESS)-----, HEREBY CONFIRM WITH FULL BANKING RESPONSIBILITY THAT WE ARE READY TO ISSUE AND DELIVER **STANDBY LETTER OF CREDIT (SBLC) ICC FORMAT #600** ON BEHALF OF OUR CLIENT, -----ORDERING CUSTOMER----- IN THE TOTAL AMOUNT OF -----(AMOUNT IN WORDS) (AMOUNT IN FIGURES) IN FAVOR OF -----(BENEFICIARY)-----, ACCOUNT NUMBER:-----

THIS SWIFT MESSAGE IS VERIFIABLE ON NORMAL BANK-TO-BANK BASIS WITH FULL BANKING RESPONSIBILITY, UPON RECEIPT OF CLEARANCE FROM OUR CLIENT.

THERE WILL BE NO LIENS AND ENCUMBRANCES ON THIS INSTRUMENT WHICH SHALL BE DELIVERED AND AVAILED VIA MT760 AND EXACT **STANDBY LETTER OF CREDIT (SBLC)**.

THIS PRE-ADVICE IS VALID FOR FIVE (5) INTERNATIONAL BANKING DAYS ONLY AS AN OPERATIVE INSTRUMENT, NO MAIL CONFIRMATION WILL FOLLOW.

ALL CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

BANK OFFICER #1:
 TITLE
 PIN CODE

BANK OFFICER #2:
 TITLE
 PIN CODE

ADDENDUM-D**SWIFT MT 799 BANK UNDERTAKING - BPU****SENDER:**

BANK NAME:
 BANK ADDRESS:
 SWIFT CODE:
 ACCOUNT NAME:
 ACCOUNT NUMBER:
 IBAN:
 ACCOUNT SIGNATORY:
 BANK OFFICER NAME & TITLE:
 BANK OFFICER TEL NUMBER:

RECEIVER

BANK NAME:
 BANK ADDRESS:
 SWIFT CODE:
 ACCOUNT NAME:
 ACCOUNT NUMBER:
 BANK OFFICER:
 BANK OFFICER TEL No.:

AT THE REQUEST OF OUR CLIENT, _____, HAVING ACCOUNT NUMBER _____ WITH US, FOR THE BENEFIT OF _____ WITH ADDRESS AT _____, _____, WE, _____, HEREBY IRREVOCABLY CONFIRM THAT WE ARE PREPARED TO UNDERTAKE THE FOLLOWING:

(1) TO RECEIVE, VIA SWIFT MT760 INTO OUR CLIENT'S ABOVE-LISTED ACCOUNT, XXXX HUNDRED MILLION CU (CU XX0,000,000.00) CASH-BACKED, ASSIGNABLE, TRANSFERABLE AND UNCONDITIONAL STANDBY LETTER OF CREDIT ("CU XXXM SBLC"); AND,

(2) TO SWIFT TRANSFER A PRINCIPAL AMOUNT OF XXXXXXXXXXXX MILLION CU (CU XX0,000,000.00) WITHIN THREE (3) EUROPEAN BANKING DAYS TO THEIR DESIGNATED ACCOUNTS AFTER SUCCESSFULLY RECEIVING AND AUTHENTICATING THE XXXX HUNDRED MILLION CU STANDBY LETTER OF CREDIT DELIVERED VIA SWIFT MESSAGING SYSTEM TO OUR CLIENT'S ABOVE ACCOUNT.

PURCHASE PRICE

BANK NAME:
 ACCOUNT NUMBER:
 ACCOUNT NAME:
 SWIFT CODE:
 AMOUNT: _____ (X % OF FACE VALUE)

WE HEREBY CONFIRM THAT THE AVAILED _____ MILLION CU ARE GOOD, CLEAN AND CLEARED FUNDS DERIVED FROM A LEGAL SOURCE.

THIS PAYMENT UNDERTAKING IS IRREVOCABLE, DIVISIBLE, ASSIGNABLE, TRANSFERABLE AND CALLABLE AND IS VALID FOR FIFTEEN (15) BANKING DAYS FROM DD MMMMMM YYYY AND UNTIL DD MMMM YYYY.

YOURS FAITHFULLY,

FOR AND ON BEHALF OF _____

AUTHORIZED BANK OFFICER #1
 <NAME, TITLE, PIN CODE>

AUTHORIZED BANK OFFICER #2
 <NAME, TITLE, PIN CODE>

ADDENDUM-E**SAMPLE SWIFT MT-760 FROM ISSUING BANK****(Text may vary, however, should comply with ICC #600)**

SWIFT FIN: MT760 STANDBY LETTER OF CREDIT

DATE: XX XXXXXX, 2018

SENDER SWIFT CODE:

BANK NAME:

BANK ADDRESS:

BANK OFFICER:

ACCOUNT NAME:

ACCOUNT NUMBER:

SWIFT CODE:

RECEIVER SWIFT CODE:

BANK NAME:

BANK ADDRESS:

ACCOUNT NAME:

ACCOUNT NUMBER:

FOR THE BENEFIT OF:

BANK TEL:

BANK OFFICER:

CURRENCY: Refer BG Application for Currencies Supported

VALUE DATE: XXXXXX, 2019

PLACE OF ISSUE:

APPLICANT NAME:

ORDER:

FOR THE BENEFIT OF:

SBLC NO: XXXXXX

TRANSACTION CODE: XXXXXX

SUBJECT: SBLC UNDER ICC PUBLICATION NO #600

AMOUNT: CU, 000,000.00 (.....MILLION CU)

ISSUE DATE: XXXXXX, 2018

MATURITY DATE: XX XXXXXX, 2019

ORDER:

FOR BENEFIT OF:

FOR THE VALUE RECEIVED, WE, THE UNDERSIGNED, BRANCH, HEREBY ISSUE OUR IRREVOCABLE, UNCONDITIONAL, TRANSFERABLE, DIVISIBLE, AND WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST THIS STANDBY LETTER OF CREDIT NO. _____ TO THE ORDER OF, FOR THE BENEFIT OF, THE BEARER OR HOLDER THEREOF, AT MATURITY, THE SUM OF CU., 000,000.00 (CU MILLION ONLY) IN THE LAWFUL CURRENCY OF EUROPEAN UNION, UPON PRESENTATION AND SURRENDER OF THIS STANDBY LETTER OF CREDIT AT ANY OF THE COUNTERS OF OUR OFFICES AT

SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEES, OR WITHHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED

THIS STANDBY LETTER OF CREDIT IS CASH BACKED, DIVISIBLE, ASSIGNABLE AND TRANSFERABLE WITHOUT PRESENTATION OF IT TO US AND MAYBE RELIED UPON FOR THE PURPOSES OF OBTAINING CREDIT LINES OR LOANS.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS STANDBY LETTER OF CREDIT IS GOVERNED AND CONSTRUCTED IN ACCORDANCE WITH THE LAWS OF ISSUING COUNTRY.

THIS STANDBY LETTER OF CREDIT IS GOVERNED BY THE UNIFORM CUSTOMS AND PRACTICE OF DOCUMENTARY CREDIT (2007 REVISION) UCP – INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. #600.

YOUR DEMAND FOR PAYMENT SHOULD REACH US NOT BEFORE XX XXXXXX, 2018, BUT NOT LATER THAN XX XXXXXX, 2018 AFTER WHICH DATE, THIS STANDBY LETTER OF CREDIT EXPIRES IN FULL AND SHOULD BE CONSIDERED NULL AND VOID.

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FOR AND ON BEHALF OF, BRANCH

(SIGNATURE OF TWO BANK OFFICERS)

(BANK SEAL)

BANK OFFICER:
PRINT NAME/TITLE/PIN

BANK OFFICER:
PRINT NAME/TITLE/PIN

**ADDENDUM-F
CLIENT INFORMATION SHEET (CIS)**

FULL COMPANY NAME:	
REGISTRATION NUMBER:	
DATE OF INCORPORATION:	
DOMICILE/JURISDICTION:	
POSTAL ADDRESS:	
EMAIL DDRESS:	
CORPORATE OFFICER & TITLE	
DETAILS OF SIGNATORY TO CONTRACT	
FIRST NAME:	
LAST NAME:	
DATE & PLACE OF BIRTH:	
NATIONALITY:	
PASSPORT NUMBER:	
PASSPORT DATE OF ISSUE:	
PASSPORT DATE OF EXPIRY:	
TITLE WITHIN THE COMPANY:	
DETAILS OF BANK ACCOUNT:	
BANK NAME:	
BANK ADDRESS:	
BANK TELEPHONE NO.:	
BANK FAX NO.:	
BANK OFFICERS NAMES:	OFFICER #1:
	OFFICER #2
BANK OFFICERS EMAIL:	OFFICER #1:
	OFFICER #2
BANK BIC/SWIFT CODE:	
ACCOUNT NAME:	
ACCOUNT NUMBER:	

I, _____, hereby declare with full corporate responsibility under penalty perjury, that the information given above is accurate and true.

SIGNED ON _____, _____, 2018

Name: Mr.
Passport:
Nationality:
Date of Issue:
Date of Expiry:

**ADDENDUM-G
STATEMENT OF NON-SOLICITATION OF FUNDS**

DATE:

To: The Collateral SELLER

I, MR. _____, as _____ and Signatory, do hereby confirm that I have requested of you and your organization, specific confidential information and documentation on behalf of myself regarding currently available Project funding to serve only my interest, education, and not for further distribution.

I hereby agree that all information received from you is in direct response to my request, and is not in any way considered or intended to be a solicitation of any sort or any type of offering, and for my general knowledge only. I hereby affirm under penalty of perjury, that I have requested this information from you and your organization of my choice and free will and further, and that you have not solicited me in any way.

I hereby represent that I am not an informant, nor am I associated with any government agency of the United States of America, or any other country, such as the Secret Service, Internal Revenue Service, Federal Bureau of Investigation, Central Intelligence Agency, Securities and Exchange Commission, Banking Commission, nor any agency whose purpose is to gather information regarding such offerings.

I understand that the contemplated transaction is strictly one as a 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 that this is a project funding transaction that is exempt from the Securities Act and not intended for the general public but Private Use only.

The electronic mail transmission of this document shall be considered a binding and enforceable instrument, treated as the original copy. Original may be obtained upon request.

For and on behalf of Receiver:

Name: Mr.
Passport:
Nationality:
Date of Issue:
Date of Expiry:

**ADDENDUM-H
NON-CIRCUMVENTION AND NON-DISCLOSURE**

All parties do herein agree that the non-circumvention and non-disclosure rules (NCNDA) of all issues from the ICC 458 apply to this transaction for a period of five (5) years from the date of execution of this agreement by the undersigned, his or her assigns, agents and/or heirs.

This NCNDA also applies to any and all other transactions direct or indirect initiated by these intermediaries.

The undersigned agrees that this fee protection is assignable and transferable to the beneficiaries, designates, heirs & assigns upon written notice of all parties and shall not be amended without the express written consent of the parties. If no contract is consummated, this fee protection agreement is null and void in its entirety.

All disclosed banking information shall be strictly confidential. No communication between banking officers. Other than transmission by SWIFT wire transfer and any other transmission specifically authorized by the beneficiaries,

Treasury Consulting Pte Ltd – Private Placement Program (PPP) Desk

is permitted. All communications shall clearly reference the transaction code, the SELLER's code and the BUYER's code referred to herein.

Should a contract be signed between the SELLER and the BUYER, a bank-endorsed corporate pay order will be issued to the paymaster of each group, followed by a SWIFT wire transfer to the paymaster's account when payment for the bank instrument is completed.

An executed facsimile or email copy shall be deemed to be as an ORIGINAL.

For and on behalf of Receiver:

Name: Mr.

Passport:

Nationality:

Date of Issue:

Date of Expiry:

**ADDENDUM-I
RESOLUTION OF THE BOARD OF DIRECTORS**

A quorum of directors of _____ (Hereinafter called the "Company") with its address at _____ attended in person or by telephone/video conference a Board of Directors meeting which was duly noticed and held on (_____). A detailed discussion regarding various issues and aspects of this transaction was held to the full satisfaction of the Board members and the following resolutions were unanimously adopted:

RESOLUTION:

It is resolved that, Mr. _____ holder of Passport No.: _____ and authorized Representative/ Signatory of the company, to enter into this transaction involving the assignment of Bank Debentures and other Bank Instruments.

RESOLUTION:

It is resolved that, Mr. _____, holder of Passport No.: _____, holder as President Director and authorized Signatory of the company, to arrange the buying of Bank Instruments, in the amount of ____ Hundred Million CU (CU XX00 000,000,) with rolls and extensions.

RESOLUTION:

It is resolved that Mr. _____, holder as President Director and authorized Signatory of, **be** assigned full authority to instruct, arrange, monitor, execute, manage and sign all paperwork, agreements, contracts and all documentation as may be necessary with third parties, pertinent to this transaction involving the Buy of Bank Instruments.

RESOLUTION:

It is further resolved at this meeting of the Board of Directors that Mr. _____ s hereby authorized to pay/distribute on behalf of _____ any and all transaction related fees and entitlements to any banks, trading entities, program managers, facilitators, lawyers and other involved persons and companies of his choice, as he may deem appropriate and at his absolute discretion.

RESOLUTION:

That Mr. _____ as the President Director of the company, is hereby authorized to certify that the foregoing resolutions and 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 purposes set forth herein are accomplished.

It is further certified that the foregoing resolutions have never been modified or amended and are now in full force and effect. The above-named representative of the company has been duly elected and appointed to hold office, the representative is presently holding office, and is empowered to act for and on behalf of the company. This fax or email copy of the Board Resolution shall be of equal value and effect to the original, and shall be accepted as such by everyone, for all purposes, everywhere.

The above motions and resolutions were duly made, seconded and unanimously passed and carried out at the completion of this meeting.

In witness whereof, I have hereunto set our hand and seal of the company in our own free will and act, in certification of the above resolutions and provisions on this _____

For and on behalf of Receiver:

Name: Mr.
Passport:
Nationality:
Date of Issue:
Date of Expiry:

**ADDENDUM-K
SELLER'S PASSPORT COPY****ADDENDUM-L
SELLER'S COMPANY CERTIFICATE OF INCORPORATION****ADDENDUM-M
BUYER'S PASSPORT COPY****ADDENDUM-N
BUYER'S COMPANY CERTIFICATE OF INCORPORATION**

Payment Terms : Please be note that Treasury Consulting Pte Ltd – PPP Desk working on upfront basis. We don't work on escrow Account basis with any of the Clients across the Globe. PPP Contracts done with Treasury Consulting working on milestone note whereby we are having 5 Milestones for all Trade Finance Instruments.

Milestone 1:- 5% of total fees to be paid in upfront

Milestone 2:- 35% of total fees to be paid at end of Milestone 2

Milestone 3:- 45% of total fees to be paid at end of Milestone 3

Milestone 4:- 15% of total fees to be paid at end of Milestone 4

**Milestone to be agreed between Treasury Consulting & Client. Pricing is different from Assets Classes. Pricing is mentioned in Deed of Agreement (DOA).