

SBLC ISSUED THROUGH BANCO SANTANDER FOR QUALIFIED CLIENTS NO FRONT FEES

BASICS AND THE BACKGROUND

SBLC SUPPORT SERVICE FOR QUALIFIED CLIENTS WITH CREDIT LINE AT THEIR OWN BANK. THIS IS A ONETIME TRANSACTION, AVAILABLE AND POSSIBLE RIGHT NOW, USING CASH FUNDS OF A PRIVATE COMMODITY TRADER IN A MAJOR WORLD BANK IN EUROPE. I CAN CAUSE THE EMISSION AND AVAIL A FULLY CASH BACKED EURO 100 MILLION BANK GUARANTEE INSTRUMENT, (OR MULTIPLES) IN THE FORMAT OF A BG OR SBLC ISSUED BY BANCO SANTANDER. THE TRANSACTION IS FOR QUALIFIED COMPANIES BEING OF SUBSTANCE AND BEING ABLE TO EVIDENCE A SATISFACTORY BANKING RELATION AND SIGNIFICANT ONGOING BUSINESS.

IT IS FOR COMPANIES WHO WANT TO EXPAND, OR NEED LIQUID CASH FUNDS FOR ANY PURPOSE WITH A CONFIRMED CREDIT LINE AT THEIR OWN BANK THAT CAN BE TRIGGERED BY AN SBLC GUARANTEE INSTRUMENT. YOU HAVE TO HAVE AN EXISTING, CREDIBLE BUSINESS ONGOING. THIS IS NOT THE USUAL INTERNET PROPOSAL YOU MIGHT HAVE EXPECTED. WE DEAL WITH A GENUINE CASH FUNDS HOLDER, A COMMODITY TRADER WITH MORE THAN EURO 300M ON ACCOUNT, AND WE ARE MANDATED TO STRUCTURE A MATCHING AND INDIVIDUAL SOLUTION FOR ANY VALID IMMEDIATE QUALIFIED CLIENT. AGAIN, THIS IS NOT THE USUAL DOA OFFER OF AN INTERNET BROKER. I STRUCTURE THIS TRANSACTION TO MATCH A QUALIFIED CLIENT'S REQUIREMENTS.

THE BANK INSTRUMENT

INSTRUMENT TYPE:	STANDBY LETTER OF CREDIT (SBLC)
TOTAL FACE VALUE:	ONE HUNDRED MILLION EUR (100,000,000) (MIN) THREE HUNDRED MILLION EUR (€300,000,000) (MAX)
CURRENCY:	EUR (€)
SBLC COST:	9% OF FAVE VALUE
ISSUING BANK:	BANCO SANTANDER, SPAIN
VALIDITY:	ONE (1) YEAR AND ONE (1) DAY
PAYMENT SCHEDULE:	WITHIN 15 DAYS OF TRANSMISSION OF SWIFT MT799/760
PAYMENT MODE:	SWIFT MT103



THIS SBLC SERVICE SHOULD SUPPORT A CREDIT LINE AT YOUR OWN BANK.

THE SERVICE IS PRIMARILY AIMED TO SUPPORT A CREDIT LINE AT YOUR OWN BANK. IN THIS CASE THE SBLC WOULD TRIGGER A LOAN AT YOUR BANK ENABLING YOU TO FUND YOUR PROJECTS. YOU WOULD HAVE TO RETURN THE SBLC PRIOR MATURITY TO THE ISSUING BANK.

SENDING THE INSTRUMENT TO A THIRD PARTY TO MONETIZE

I CAN ALSO WORK ON THE THIRD PARTY MONETIZATION WITH THE CLIENT. IN SUCH A SCENARIO, WE WOULD PUT A HIGHER INSURANCE COVERAGE TO OUR INSTRUMENT COVERING THE RISK SO THAT IT IS NOT DRAWN DOWN AT MATURITY BY ANY SUCH MONETIZER. TO PROVIDE AN OFFER, I NEED FULL DISCLOSURE OF YOUR ARRANGEMENTS WITH THE MONETIZING ENTITY.

IT IS THE AIM AND PREFERENCE TO AVAIL THIS SERVICE TO COMPANIES OF SUBSTANCE.

THIS IS ABSOLUTELY WITHOUT FRONT FEES IF YOUR COMPANY HAS HAD SIGNIFICANT REVENUES IN 2019, 2018 AND 2017 AND YOU CAN EVIDENCE AUDITED ACCOUNTS WITH REVENUES OF GREATER VALUE THAN THE INSTRUMENT THAT YOU SEEK. OBVIOUSLY, THIS WOULD EVIDENCE YOUR COMPANY BEING OF SUBSTANCE AND THIS CAN MAKE YOU A TRUSTED, CREDIT WORTHY APPLICANT.

IF YOU DO NOT QUALIFY ACCORDINGLY

IF YOU DO NOT QUALIFY ACCORDINGLY, AND IF YOU ARE STILL A COMPANY OF SUBSTANCE, BUT YOU DO NOT EVIDENCE AUDITED ACCOUNTS, YOU CAN DEPOSIT EURO 100K (FOR EACH EURO 100M) WITH AN INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) PROVIDER TO SECURE THE EMISSION AND YOUR PAYMENT FOR THE SERVICE. PAYMENT FOR THE ACTUAL SERVICE HAS TO FOLLOW WITHIN 15 DAYS AFTER THE SWIFT MT799 / MT760 HAS BEEN TRANSMITTED TO THE BANK, IN WHICH YOU HAVE AN ACTIVE CREDIT LINE, TO RECEIVE THE INSTRUMENT. IF YOU CANNOT EVIDENCE THAT YOU ARE A QUALIFIED COMPANY, INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) WILL BE PERFORMED AND SERVICES PROVIDED BY AN INDEPENDENT COMPANY WHICH WE APPROVE AND APPOINT.

GENERAL PROCEDURES OF THE TRANSACTION

THE GENERAL PROCEDURE OF THE TRANSACTION AFTER CLEARED AND DULY EXECUTED CONTRACT ARE SUMMARIZED IN THE ATTACHED AS EXHIBIT 1

GENERAL TERMS OF THE CONTRACT

THE CONTRACT WILL BE STRUCTURED IN LINE WITH YOUR POSSIBILITIES. THE (USUAL) GENERAL TERMS ARE ATTACHED AS EXHIBIT 2

APPROVED VERBIAGE FOR SBLC SWIT MT799 AND SWIFT MT760

THE ISSUING BANK HAS ALREADY PROVIDED THE SPECIMEN VERBIAGE OF THE INSTRUMENT THEY WOULD BE WILLING TO ISSUE FOR THE ACCOUNT HOLDER TO THE BENEFIT OF (POSSIBLY) YOUR COMPANY. YOU WILL FIND THE SUGGESTED VERBIAGE AS EXHIBIT 3. PLEASE DISCUSS THIS WITH YOUR BANK AND ADVISE IF MODIFICATIONS ARE REQUIRED.



INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS)

IF YOU DO NOT EVIDENCE AUDITED ACCOUNTS FOR (AT LEAST) THE PAST 3 YEARS OF THE APPLICANT/BENEFICIARY COMPANY OF THIS SBLC SERVICE, YOU WILL HAVE TO DEPOSIT EURO 100,000 (FOR EACH 100M SERVICE) WITH AN INDEPENDENT COMPANY ACTING AS INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) PROVIDER FOR THIS PRIVATE TRANSACTION. INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) WILL BE PERFORMED AND SERVICES PROVIDED BY AN INDEPENDENT COMPANY, WHICH YOU CAN SUGGEST AND WE CAN APPROVE AND APPOINT STRICTLY IN LINE WITH OUR PAYMENT AGAINST DELIVERY TERMS. THE GENERAL TERMS OF THE INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) AGREEMENT ARE ATTACHED AS EXHIBIT 4.

SUMMARY OF THE TRANSACTION AND REQUIREMENTS

WE ONLY AVAIL THIS SERVICE IF YOU ARE A QUALIFIED COMPANY OF SUBSTANCE
THE TRANSACTION WILL BE INDIVIDUALLY STRUCTURED TO MATCH A QUALIFIED CLIENT'S REQUIREMENTS
YOU HAVE TO BE ABLE TO PAY FOR THE INSTRUMENT WITHIN 15 DAYS OF TRANSMISSION
THE EMISSION WILL HAVE TO BE SECURED BY THE BENEFICIARY CLIENT
THE RETURN OF THE SBLC PRIOR MATURITY HAS TO BE SECURED BY THE BENEFICIARY CLIENT

THIS IS REQUIRED TO CONSIDER AND ASSESS YOUR APPLICATION AND TRANSACTION

(A) INFORMAL LETTER OF INTENT, DESCRIBING YOUR TRANSACTION AND REQUIREMENTS IN FULL DETAIL. SUCH DETAILS HAVE TO PROVIDE A CLEAR PICTURE ABOUT THESE ISSUES:

- (1) FACE VALUE OF THE IMMEDIATELY REQUIRED INSTRUMENT?
- (2) INFORMATION IF YOU DO ALREADY HAVE A CONFIRMATION OF YOUR CREDIT LINE AT YOUR RECEIVING BANK, OR AT WHAT STAGE OF THE TRANSACTION THIS CAN BE EXPECTED FROM YOU AND YOUR BANK
- (3) PROVIDE VERIFIABLE FACTS ABOUT YOUR COMPANY AND DEALINGS DURING THE PAST YEARS. WHAT EVIDENCES THAT YOU ARE A COMPANY OF SUBSTANCE AND WITH THIS A CREDIBLE PARTY TO ENGAGE INTO A MULTIMILLION DOLLAR TRANSACTION?
- (4) HOW DO YOU INTEND TO SECURE THE PROCESS TO THE EMISSION OF THE INSTRUMENT? WE DO NOT INTEND TO WORK ON TRANSACTIONS THAT DO NOT EVIDENCE SUBSTANCE AND FINANCIAL CAPACITY TO ENGAGE INTO A TRANSACTION LIKE THIS).
- (5) WHAT ARE YOUR ARRANGEMENTS THAT WILL GUARANTEE THE SAFE RETURN OF THE INSTRUMENT BEFORE MATURITY?
- (6) WHAT ARE YOUR ARRANGEMENTS TO BE ABLE TO PAY WITHIN 15 DAYS AFTER SWIFT MT799 AND MT760?
- (C) CIS / KYC DOCUMENTS
- (D) PASSPORT OF THE AUTHORIZED SIGNATORY
- (E) FULL TEXT OF THE SWIFT MT799/MT760 VERBIAGE APPROVED BY YOUR RECEIVING BANK AND REQUIRED
- (F) CORPORATE REGISTRATION CERTIFICATE

IF YOU ARE READY TO START

IF YOU ARE READY TO START, PLEASE PROVIDE THE INFORMATION: "REQUIRED TO CONSIDER AND ASSESS YOUR APPLICATION AND TRANSACTION" AS TO THE ABOVE. UPON RECEIPT YOUR APPLICATION WILL BE ASSESSED AND DUE DILIGENCE IS PERFORMED BASED ON THE INFORMATION YOU PROVIDED. IF YOUR SUGGESTED TRANSACTION IS ACCEPTABLE, IN PRINCIPLE, A CONTRACT WILL BE DRAFTED FOR YOUR CONSIDERATION.



IF YOU NEED MORE INFORMATION

IF YOU NEED MORE INFORMATION, LET US TALK ABOUT YOUR REQUIREMENT AND POSSIBILITIES, AND A POSSIBLE SOLUTION. I GLADLY EXPLAIN THE SERVICE AND THIS ONE TIME SBLC SUPPORT TRANSACTION THAT CAN BE AVAILABLE TO YOU IF YOU QUALIFY. PLEASE DESCRIBE YOUR NEEDS IN FULL DETAIL AND CONTACT ME VIA EMAIL OR SKYPE. ADVISE YOUR PHONE NUMBER AND WHATSAPP SO THAT I CAN CALL YOU BACK.



EXHIBIT 1 - GENERAL PROCEDURES

THE GENERAL STEPS

- (A) CLIENT INSTRUCTS ON COMPANY LETTERHEAD TO ISSUE THE BUSINESS CORPORATE CONTRACT (BCC).
- (B) BCC IS ISSUED AND PRESENTED TO CLIENT FOR SIGNATURE
- (C) BCC IS SIGNED AND DULY EXECUTED BY THE CLIENT AND RETURNED FOR FURTHER PROCESSING
- (D) BCC IS COUNTER SIGNED AND DULY EXECUTED BY THE PROVIDER

AFTER CLEAR AND DULY EXECUTED CONTRACT

- WITHIN FIVE (5) BANKING DAYS OF CLEAR CONTRACT, ISSUING BANK WILL SEND SWIFT MT-799 PRE-ADVICE TO THE NOMINATED BANK AND PROVIDE THE SWIFT MT-799 COPY FOR CONFIRMATION AND REFERENCE.
- WITHIN THREE (3) BANKING DAYS THE CLIENT BANK ANSWERS WITH SWIFT MT 799 CONFIRMING READINESS TO RECEIVE THE SBLC MT760.
- UPON THREE (3) BANKING DAYS ISSUING BANK WILL DISPATCH SWIFT MT760 WITH SWIFT COPY PROVIDED FOR CONFIRMATION AND REFERENCE.
- INSTRUMENT SERVICE COSTS HAVE TO BE PAID WITHIN FIFTEEN (15) BANKING DAYS.
- HARD COPY IS SENT WITHIN 7 BANKING DAYS BY BONDED COURIER.

NOT QUALIFIED CLIENTS CAN BE ACCEPTABLE ON THIS BASIS

IF A POTENTIAL CLIENT CANNOT EVIDENCE AUDITED ACCOUNTS AND ANNUAL REVENUES FOR THE PAST 3 YEARS, OF SIMILAR VALUE OF THE BANK INSTRUMENT REQUIRED, BANCO SANTANDER AND THE ACCOUNT HOLDER (PROVIDER OF THE SERVICE) REQUIRE THE TRANSACTION TO BE INSURED. IN THAT CASE, A RETAINER OF EURO 100,000 WILL HAVE TO BE PLACED WITH AN INDEPENDENT THIRD PARTY (ITPPS). THE INSURANCE PREMIUM OF 0,05% TO 0,08% WILL HAVE TO BE PAID BY THE CLIENT, RESPECTIVELY RELEASED FROM ITPPS ACCOUNT, UPON PRESENTATION OF RELEVANT DOCUMENTS AS TO BELOW.

- ISSUING BANK ACCOUNT HOLDER CIS/KYC AND PASSPORT
- AN UPDATED STATEMENT OF ACCOUNT OF THE INVESTOR'S ACCOUNT AT THE ISSUING BANK EVIDENCING SUFFICIENT CASH FUNDS ON ACCOUNT
- A LETTER FROM HIS BANK CONFIRMING THE AVAILABILITY OF THE CASH FUNDS AND THE ISSUING BANK'S READINESS TO ISSUE AN SBLC TO YOUR BENEFIT INSTANTLY
- INVOICE FOR THE INSURANCE



EXHIBIT 2 - GENERAL TERMS OF THE CONTRACT

THE CONTRACT WILL BE STRUCTURED IN LINE WITH YOUR POSSIBILITIES. THESE ARE THE COMMONLY USED GENERAL TERMS WHICH WILL BE USED IN THE CONTRACT.

§4 – RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1 THE PARTIES

4.1.1 THE PARTIES ACT AS INDEPENDENT LEGAL ENTITY IN FULFILMENT OF ALL ITS RELATED RIGHTS AND OBLIGATIONS.

4.1.2 THE RIGHTS AND DUTIES OF THIS BUSINESS COOPERATION CONTRACT COME INTO EXISTING BY THE RESPONSIBILITY OF THE PARTIES TO FULFIL THIS CONTRACT.

4.1.3 SAFEGUARDING OF THE RIGHTS AND OBLIGATIONS HAS TO BE FOLLOWED ACCORDING TO THE LAWS AND THE PRINCIPLES OF INTERNATIONAL BUSINESS PRACTICES.

4.1.4 THE PARTIES ARE COMMITTED TO CONTRIBUTE AND INTRODUCE ALL OFFERED POSSIBILITIES WITH RESPECT TO MUTUAL SUCCESS. THE BEST SOLUTION IN FAVOUR OF THIS COOPERATION HAS TO BE ACCEPTED.

4.1.5 ALL IMPORTANT DOCUMENTS RELATED TO THIS BCC IN ACCORDANCE WITH APPLICABLE LAW AND RULES FOR INTERNATIONAL FINANCIAL TRANSFERS, ESPECIALLY BASEL II+III, WILL BE TRANSFERRED BANK TO BANK ONLY AND FINALLY DEPOSITED IN THE INVOLVED BANKS.

4.1.6 ALL PAYMENTS CONCERNING THIS BCC WILL CARRY OUT VIA BANK TO BANK SYSTEM AND IN ACCORDANCE WITH APPLICABLE LAW AND RULES FOR INTERNATIONAL FINANCIAL TRANSFERS, ESPECIALLY BASEL II+III.

4.1.7 ALL PAYMENTS SHALL BE MADE IN EUR (EURO €).

4.1.8 THE PARTIES ARE LIABLE ONLY IN CASE OF WILFUL INTENTION AND GROSS NEGLIGENCE. TOWARDS THIRD PARTIES, THE PARTY THAT HAS CAUSED THE DAMAGE OR HARM SHOULD BE HOLD RESPONSIBLE SOLELY. THE PARTY THAT CAUSED THE DAMAGE HAS TO KEEP FREE THE OTHER PARTIES OF ANY CLAIMS.

4.2 PARTY A

4.2.1 THE ACTIVITIES OF PARTY A FOCUSES ON THE

- ISSUING OF THE STANDBY LETTER OF CREDIT AND

- A CUSTOMARY TRANSFER VIA BANK TO BANK TO PARTY B NOMINATED BANK.

AS WELL AS EXPERT ADVICE AND MONITORING PROGRESS IN IMPLEMENTING THE MEDIATED TRANSACTIONS.

4.3 PARTY B

4.3.1 THE ACTIVITIES OF PARTY B FOCUSES ON THE

- RECEIVING OF THE STANDBY LETTER OF CREDIT FOR THE TRANSACTION;

- INCREASE THE CAPITAL OF PARTY B FROM THE CASH FUNDS OR THE CREDIT LINE AS AGREED;

AS WELL AS EXPERT ADVICE AND MONITORING PROGRESS IN IMPLEMENTING THE MEDIATED TRANSACTIONS.

§ 5 – IDENTIFICATION OF BCC AND INVOLVED BANKS

§ 6 – ELECTION OF REMEDIES

THE REMEDIES PROVIDED HEREIN ARE NOT EXCLUSIVE OF ANY OTHER LAWFUL REMEDIES WHICH MAY BE AVAILABLE, AND A PARTY'S ELECTION OF A REMEDY SHALL NOT CONSTITUTE AN EXCLUSIVE ELECTION OF REMEDIES.

§ 7 – ARBITRATION

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS BCC, OR ANY RELATED DOCUMENTATION, OR THE BREACH THEREOF, SHALL BE FINALLY SETTLED UNDER THE RULES OF ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH THE SAID RULES. THE PARTIES AGREE THAT THE LANGUAGE OF THE ARBITRATION SHALL BE ENGLISH AND THE VENUE OF THE ARBITRATION SHALL BE ZURICH, SWITZERLAND.

§ 8 – APPLICABLE LAW AND JURISDICTION



THIS BCC SHALL BE GOVERNED BY THE LAWS OF SWITZERLAND. THE PARTIES ARE LIABLE FOR INCOMPLETE OR PARTIAL PERFORMANCE OF THEIR OBLIGATIONS SUBJECT MATTER OF THIS BCC IN THE FRAMEWORK OF LAW OF SWITZERLAND.

THIS BCC CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND MAY BE AMENDED OR MODIFIED ONLY BY A WRITTEN INSTRUMENT SIGNED BY EACH OF THE PARTIES. NOTHING CONTAINED IN THIS BCC SHALL BE DEEMED TO PREVENT OR RESTRICT OTHER AGREEMENTS AMONG SOME OR ALL OF THE PARTIES, WHETHER WITH RESPECT TO THE SUBJECT MATTER HEREOF OR OTHER MATTERS, SO LONG AS SUCH OTHER AGREEMENTS SHALL NOT INCONSISTENT HERewith.

§ 9 – LANGUAGE OF TEXT

THE ENGLISH LANGUAGE VERSION OF THIS BCC SHALL GOVERN, ALTHOUGH ITS TRANSLATIONS MAY BE USED DURING THE NEGOTIATIONS BETWEEN THE PARTIES. ANY DIFFICULTIES OR UNCERTAINTIES IN INTERPRETATION ARISING SHALL BE RESOLVED SOLELY BY REFERENCE TO THIS TEXT.

§ 10 – FURTHER ASSURANCE AND COOPERATION

EACH PARTY AGREES TO EXECUTE AND DELIVER TO THE OTHER PARTIES SUCH OTHER INSTRUMENTS, DOCUMENTS, AND STATEMENTS, INCLUDING WITHOUT LIMITATION, INSTRUMENTS AND DOCUMENTS OF RECORDATION, ASSIGNMENT, TRANSFER, CONVEYANCE, AND CLARIFICATION AND TAKE SUCH OTHER ACTION AS MAY BE REASONABLY NECESSARY OR CONVENIENT IN THE DISCRETION OF THE REQUESTING PARTY TO CARRY OUT MORE EFFECTIVELY THE PURPOSES OF THIS BCC.

§ 11 – INTERPRETATION AND CONSTRUCTION

THE WORD "OR" SHALL BE INTERPRETED TO HAVE BOTH ITS CONJUNCTIVE AND DISJUNCTIVE MEANING WHENEVER POSSIBLE. THE PARAGRAPH TITLES ARE INTENDED SOLELY FOR CONVENIENCE AND SHALL NOT AFFECT THE CONSTRUCTION OR INTERPRETATION OF ANY OF THE PROVISIONS OF THIS BCC. NO PROVISION OF THIS BCC SHALL BE CONSTRUED IN FAVOUR OF OR AGAINST ANY PARTY ON THE GROUND THAT SUCH PARTY, OR ITS COUNSEL, DRAFTED THE PROVISION. THE LANGUAGE USED HEREIN, UNLESS DEFINED SPECIFICALLY, SHALL BE CONSTRUED ACCORDING TO ITS REASONABLE AND CUSTOMARY MEANING IN THE ENGLISH LANGUAGE. TERMS OF ART USED IN THIS BCC WHICH ARE NOT DEFINED HEREIN SHALL BE DEFINED AS COMMONLY UNDERSTOOD IN THE ENGLISH LANGUAGE. THIS BCC SHALL AT ALL TIMES BE CONSTRUED SO AS TO CARRY OUT ITS STATED PURPOSES.

§ 12 – INTEGRATION

THIS BCC AND ANY ATTACHMENTS, ENCLOSURES, EXHIBITS, SCHEDULES, ANNEXURE, AND/OR THE LIKE, WHICH MAY HAVE BEEN ADDED TO THIS DOCUMENT AT THE TIME OF SIGNATURE BY THE PARTIES, AND/OR ANY ATTACHMENT, ENCLOSURE, EXHIBIT, SCHEDULE, ANNEXURE, AND/OR THE LIKE WHICH MAY HAVE SUBSEQUENTLY BEEN ADDED TO THIS DOCUMENT WITH THE EXPRESS WRITTEN APPROVAL/CONSENT/AUTHORISATION OF ALL PARTIES, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER CONTAINED HEREIN AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS OF THE PARTIES. EACH OF THE PARTIES ACKNOWLEDGES THAT NO OTHER PARTY, NOR ANY AGENT OR ATTORNEY OF ANY OTHER PARTY, HAS MADE ANY PROMISE, REPRESENTATION, OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AND NOT CONTAINED HEREIN, CONCERNING THE SUBJECT MATTER HEREOF TO INDUCE THE PARTY TO EXECUTE OR AUTHORISE THE EXECUTION OF THIS BCC, AND ACKNOWLEDGES THAT THE PARTY HAS NOT EXECUTED OR AUTHORISED THE EXECUTION OF THIS INSTRUMENT IN RELIANCE UPON ANY SUCH PROMISE, REPRESENTATION, OR WARRANTY NOT CONTAINED HEREIN. NO SUPPLEMENT, MODIFICATION, OR AMENDMENT OF THIS BCC SHALL BE BINDING UNLESS EXPRESSLY EXECUTED IN WRITING AND SIGNED BY ALL PARTIES.

§ 13 – SEVERABILITY

THE PROVISIONS OF THIS BCC SHALL BE SEVERABLE, AND IN THE EVENT THAT ANY PROVISION OF THIS BCC SHALL BE HELD OR DECLARED ILLEGAL, INVALID OR UNENFORCEABLE BY ANY COURT OF COMPETENT JURISDICTION, SUCH ILLEGALITY, INVALIDITY OR UNENFORCEABILITY SHALL NOT AFFECT ANY OTHER PROVISION THEREOF OR THE INTERPRETATION AND EFFECT OF THE BCC AS TO ANY OTHER JURISDICTION, AND THE REMAINDER OF THE BCC, DISREGARDING SUCH ILLEGAL, INVALID OR UNENFORCEABLE



PROVISION, SHALL CONTINUE IN FULL FORCE AND EFFECT AS THOUGH SUCH ILLEGAL, INVALID, OR UNENFORCEABLE PROVISION HAD NOT BEEN CONTAINED HEREIN.

§ 14 – WAIVER

NO WAIVER OF ANY OF THE PROVISIONS OF THIS BCC SHALL BE VALID UNLESS IN A WRITTEN FORM SIGNED BY THE PARTY AGAINST WHICH THE WAIVER IS SOUGHT TO BE ENFORCED. NO WAIVER BY EITHER PARTY OF ANY BREACH OF OR FAILURE OF PERFORMANCE SHALL BE DEEMED TO BE A WAIVER AS TO ANY SUBSEQUENT BREACH OR FAILURE OF PERFORMANCE, WHETHER OR NOT SIMILAR, NOR SHALL ANY WAIVER CONSTITUTE A CONTINUING WAIVER. FAILURE OF ONE PARTY TO ENFORCE ANY PROVISION OR TO EXERCISE ANY RIGHT OR REMEDY SHALL NOT CONSTITUTE A WAIVER OF ANY OF THIS PARTY'S RIGHTS NOR OTHER PARTY'S OBLIGATIONS.

§ 15 – FORCE MAJEURE

NOTWITHSTANDING ANY PROVISIONS IN THIS BCC, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY FAILURE OR DELAY IN THE PERFORMANCE OF THAT PARTY'S OBLIGATIONS HEREUNDER (OTHER THAN THE OBLIGATION TO PAY MONIES) WHEN SUCH FAILURE OR DELAY IN PERFORMANCE IS CAUSED BY AN EVENT OF FORCE MAJEURE, PROVIDED, HOWEVER, THAT THE PARTY WHOSE PERFORMANCE IS PREVENTED OR DELAYED BY SUCH EVENT OF FORCE MAJEURE SHALL GIVE PROMPT NOTICE THEREOF TO THE OTHER PARTIES. FOR PURPOSES OF THIS BCC, THE TERM "FORCE MAJEURE" SHALL INCLUDE WAR, REBELLION, CIVIL DISTURBANCE, EARTHQUAKE, FIRE, FLOOD, STRIKE, LOCKOUT, LABOUR UNREST, OUTBREAK, ACTS OF GOVERNMENTAL AUTHORITIES, SHORTAGE OF MATERIALS, ACTS OF GOD, ACTS OF THE PUBLIC ENEMY, AND, IN GENERAL, ANY OTHER CAUSES OR CONDITIONS BEYOND THE REASONABLE CONTROL OF THE PARTIES. IF ANY EVENT OF FORCE MAJEURE CONTINUES FOR MORE THAN NINETY (90) CALENDAR DAYS, EITHER PARTY MAY TERMINATE THIS CONTRACT UPON NOTICE TO THE OTHER PARTIES.

§ 16- NON-DISCLOSURE AND NON-CIRCUMVENTION

16.1 NON-DISCLOSURE: THIS BCC WILL BE KEPT COMPLETELY CONFIDENTIAL TO THE PARTIES AND THEIR RESPECTIVE REPRESENTATIVES. ALL INFORMATION DISCLOSED, WHETHER VOLUNTARILY OR OTHERWISE, BY ANY PARTY TO ANOTHER IN THE COURSE OF THE NEGOTIATIONS, IMPLEMENTATION, AND/OR CONDUCT OF THIS BCC WHICH IS OF A PRIVILEGED OR CONFIDENTIAL NATURE, INCLUDING, WITHOUT LIMITATION, BANKS, BANK OFFICERS AND TELEPHONE, FAX, TELEX, E-MAIL, PAGER AND WIRE TRANSFER NUMBERS OF BANKS OR HOLDERS, ACCOUNT NAMES AND NUMBERS, CORPORATE AND INDIVIDUAL AFFILIATIONS AND ASSOCIATIONS AND SIMILAR INFORMATION, WILL BE TREATED AS TRADE SECRETS AND STRICTLY CONFIDENTIAL DATA, AND WILL NOT BE DISCLOSED, DIVULGED OR OTHERWISE COMMUNICATED TO ANY INDIVIDUAL OR ENTITY, WITHOUT THE EXPRESS CONSENT OF ALL PARTIES HERETO. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PARTY EXPRESSLY PROHIBITS THE OTHER FROM RELEASING ANY PERSONAL OR PRIVILEGED INFORMATION PERTAINING TO THE OTHER PARTY TO OTHER INDIVIDUALS OR ENTITIES, WITHOUT THE EXPRESS WRITTEN CONSENT OF EACH PARTY.

16.2 NON-CIRCUMVENTION: EACH PARTY AGREES WITH THE OTHER THAT, EXCEPT TO THE EXTENT EXPRESSLY PERMITTED OR AUTHORIZED UNDER THIS BCC, DURING THE CONTINUANCE OF THIS BCC AND FOR A PERIOD OF FIVE (5) YEARS AFTER THE TERMINATION THEREOF, IT WILL NOT CONTACT, DEAL WITH, OR SOLICIT, OR ATTEMPT TO CONTACT, DEAL WITH OR SOLICIT, EITHER DIRECTLY OR INDIRECTLY, ANY BANKS, TRUSTS, OTHER FINANCIAL INSTITUTIONS OR ANY BUYERS OR ANY LIKE PARTY, WITHOUT THE EXPRESS WRITTEN CONSENT OF THE INTRODUCING PARTY. IN ANY CASE OF ANY CIRCUMVENTION BY PARTY A AND/OR ITS ASSOCIATES BASED ON INFORMATION OR CONTACTS, RECEIVED OR INTRODUCED TO, THROUGH PARTY B AND PARTY C AND USED FOR THE AFOREMENTIONED INVESTMENT OPPORTUNITIES OR ANY RENEWALS, EXTENSIONS, ROLLOVERS OR CONTINUANCES THERETO.

16.3 ANY BREACH OF THE FOREGOING PROVISIONS OF THIS PARAGRAPH OR THOSE HEREINBEFORE SET FORTH WILL RENDER THE PERSON OR ENTITY IN BREACH AND LIABLE TO POSSIBLE LEGAL PROCEEDINGS, FOR SUBSTANTIAL DAMAGES, INCLUDING ALL LEGAL COSTS, DISBURSEMENTS AND ATTORNEY'S FEES. NOTHING SET OUT IN THE FOREGOING PROVISIONS PROHIBITS OR RESTRICTS THE DISCLOSURE OF INFORMATION ON A "NEED TO KNOW" BASIS TO THE ATTORNEYS, ACCOUNTANTS, BANKERS, DIRECTORS, SENIOR OFFICERS, AND/OR PARTNERS OF A PARTY, OR TO LAW ENFORCEMENT OR REGULATORY BODIES ENTITLED TO HAVE ACCESS TO SUCH INFORMATION.



THE UNDERSIGNED PARTIES ACCEPT AND HEREBY DO AGREE THAT THEY, EACH, AND ALL THEIR RESPECTIVE AGENTS, MANDATES, NOMINEES, ASSIGNEES AND INTERMEDIARIES PERFORMING UNDER THIS BCC SHALL ABIDE BY THE PROVISIONS OF THE INTERNATIONAL CHAMBER OF COMMERCE CONCERNING NON-CIRCUMVENTION AND NON DISCLOSURE, WITH REGARD TO ALL ASPECTS OF THEIR COMMON TRADE TRANSACTION.

§ 17- CONFIDENTIALITY

THE PARTIES AGREE THAT THIS BCC SHALL BE KEPT IN THE STRICTEST CONFIDENCE AMONG THE PARTIES, AMONG ALL THEIR AGENTS, MANDATES, NOMINEES, ASSIGNEES AND INTERMEDIARIES PERFORMING UNDER THIS BCC, FOR A PERIOD UNTIL SIGNATURE THE RELATED CONTRACTS.

ALL INFORMATION CONTAINED HEREIN SHALL THUS REMAIN CONFIDENTIAL AMONG THE PARTIES, AND SHALL NOT, UNDER ANY CIRCUMSTANCES, BE DISCLOSED TO OTHER PARTIES OR REPRODUCED IN ANY WAY.

THE UN-AUTHORIZED DIVULGING OR RELEASE OF CONFIDENTIAL INFORMATION TO THIRD PARTIES WILL CAUSE THE IMMEDIATE BREACH OF THIS BCC AND THE DEFAULTING PARTY WILL BE PROSECUTED UNDER LAW.

§ 18 - NON-ASSIGNMENT

NEITHER THIS BCC NOR ANY RIGHTS OR OBLIGATIONS HEREUNDER MAY BE ASSIGNED OR TRANSFERRED (INCLUDING ANY ASSIGNMENT OR TRANSFER BY OPERATION OF LAW OR OTHERWISE) BY ANY PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTIES.

§ 19 – TAXABLE CONSEQUENCES

IT IS AGREED THAT NEITHER PARTY MAKES ANY REPRESENTATION REGARDING THE TAXABLE CONSEQUENCES, IF ANY, TO THE TRANSACTIONS ENVISAGED BY THIS AGREEMENT. IT IS CLEARLY UNDERSTOOD BY EACH PARTY THAT THEY, INDIVIDUALLY AND SEPARATELY, ACCEPT LIABILITY FOR TAXES, LEVIES, DUTIES OR CHARGES THAT MAY BE APPLICABLE IN EXECUTION OF THEIR RESPECTIVE ROLES.

§ 20 – NOTICES

ALL NOTICES, STATEMENTS OR PAYMENTS TO BE MADE HEREUNDER SHALL BE GIVEN TO OR MADE AT THE RESPECTIVE ADDRESSES OF THE PARTIES AS SET FORTH IN THIS BCC, UNLESS WRITTEN NOTIFICATION OF A CHANGE OF ADDRESS IS GIVEN TO THE OTHER PARTY.

ALL NOTICES HEREUNDER SHALL BE GIVEN BY ADDRESSING THEM AS INDICATED AND BY DELIVERING THEM AS EMAIL, CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID OR THROUGH AN INTERNATIONAL OVERNIGHT COURIER SERVICE (E.G., DHL AND FEDEX) AND SHALL BE EFFECTIVE AS OF THE DATE OF RECEIPT OF SUCH NOTICE BY THE OTHER PARTY.

ALL NOTICES AND REPORTS DELIVERED IN ACCORDANCE WITH THE PRESENT BCC AND IN CONNECTION WITH IT, WILL BE CONSIDERED AS PROPERLY PRESENTED IF THEY ARE SENT TO A TARGET BY THE CERTIFIED EMAIL, CERTIFIED MAIL, BY A TELEX, FAX, TO THE TELEFAX OR COMPUTER COMMUNICATION OR ARE DELIVERED PERSONALLY TO THE INDICATED ADDRESSES OF THE PARTIES.

§ 21 – VALIDITY, DURATION, FULFILLMENT AND TERMINATION OF BCC

THE VALIDITY OF THIS BCC BEGINS WITH ITS COMPLETE SIGNATURE AND SEAL OF ALL CONTRACTUAL PARTIES INVOLVED.

THE DURATION OF THIS BCC IS LIMITED TO THE AVAILABILITY OF THE SBLC ACCORDING POINT 2 OF THIS BCC. IN CASE THIS REQUIREMENT WILL NOT FULFILLED WITHIN 6 (IN WORDS: SIX) WEEKS AFTER VALIDITY OF THIS BCC, THIS BCC BECOMES NULL AND VOID AUTOMATICALLY. IN CASE THIS REQUIREMENT WILL FULFILLED AFTER VALIDITY OF THIS BCC, THE DURATION ENDS AFTER 14 MONTHS AUTOMATICALLY. A PROLONGATION OF THIS CONTRACT IS POSSIBLE BY WRITTEN AGREEMENT BETWEEN THE INVOLVED CONTRACTUAL PARTIES.

A TERMINATION OF THIS BCC IS IMPOSSIBLE BEFORE THE VALIDITY ENDS, EXCEPTED FORCE MAJEURE OR A WRITTEN AGREEMENT BETWEEN THE CONTRACTUAL PARTIES.

§ 22 – APPENDICES

THE FOLLOWING APPENDICES ARE AN INTEGRAL PART OF THIS BCC:

APPENDIX A: PRE-ADVICE VIA SWIFT MT 799 (ISSUED FROM ISSUING BANK)

APPENDIX B: SBLC VERBIAGE (VIA MT760)



APPENDIX C: PARTY A COPY PASSPORT

APPENDIX D: PARTY B COPY PASSPORT

APPENDIX E: COPY COMPANY REGISTRATION PARTY A

APPENDIX F: COPY COMPANY REGISTRATION PARTY B

§ 23 - ENTIRE AGREEMENT AND COUNTERPARTS

THE PRESENT BCC CONTAINS SIXTEEN (16) PAGES INCLUDING APPENDICES. ONCE SIGNED ON EACH PAGE AND EXECUTED BY EACH PARTY, IT SHALL CONSTITUTE THE ONLY AGREEMENT BETWEEN THE PARTIES HERETO. NO ORAL REPRESENTATIONS, WARRANTIES OR STATEMENTS BY THIRD PARTY SHALL HAVE ANY FORCE AND EFFECT ON THE PRESENT BCC.

§ 24 - SIGNATURE AND SEALS OF THE PARTIES

IN WITNESS WHEREOF, ALL PARTIES TO THIS BCC WARRANT AND CONFIRM THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT AND ARE MADE UNDER PENALTY OF PERJURY AND FRAUD, AND HAVE EXECUTED THE DOCUMENT UNDER FULL LEGAL AUTHORITY AND AFTER REVIEWING THE THE INFORMATION CONTAINED HEREIN WITH THEIR RESPECTIVE LEGAL ADVISERS.

THE PARTIES HERETO HAVE CAUSED THIS BCC TO BE DULY EXECUTED AND DELIVERED BY THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST MENTIONED ABOVE.

IN WITNESS WHEREOF, THE FOLLOWING SIGNATURES REPRESENT THAT THE PARTIES HAVE READ THIS BCC IN ITS ENTIRETY, AND BY THEIR EXECUTION BELOW HAVE AGREED TO ALL ITS TERMS AND CONDITIONS.

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISIONS OF THIS CONTRACT. AS APPLICABLE, THIS AGREEMENT SHALL BE:

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.



EXHIBIT 3 - APPROVED VERBIAGE FOR SBLC SWIT MT799 AND SWIFT MT760

THE ISSUING BANK HAS ALREADY PROVIDED THE SPECIMEN VERBIAGE OF THE INSTRUMENT THEY WOULD BE WILLING TO ISSUE ON BEHALF OF THE ACCOUNT HOLDER TO THE BENEFIT OF (POSSIBLY) YOUR COMPANY.

THE FINAL VERBIAGE CAN BE A FINE TUNED VERSION SUGGESTED BY, AND ACCEPTABLE TO YOUR RECEIVING BANK.

SWIFT MT799 PRE-ADVISE

SENDER BANK: BANCO SANTANDER S.A.
ADDRESS:
SWIFT CODE: BSCHESMMMXXX
ACCOUNT NAME:
ACCOUNT NUMBER:
BANK OFFICER:
BANK TEL:
SBLC NUMBER:

BENEFICIARY BANK:
ADDRESS:
SWIFT CODE:
ACCOUNT NAME:
ACCOUNT NO:
BANK OFFICER:
BANK TEL:

:20 TRANSACTION CODE:
:21 ORIGINAL REF NO:
:79 NARRATIVE:

WE, THE UNDERSIGNED BANK OFFICERS OF BANCO SANTANDER S.A. LOCATED AT _____, DO HEREBY IRREVOCABLY AND UNCONDITIONALLY CONFIRM WITH FULL BANKING RESPONSIBILITY, WITHOUT PROTEST OR NOTIFICATION, THAT ON INSTRUCTIONS OF OUR CLIENT, _____, WE STAND READY WILLING AND ABLE TO ISSUE AN OPERATIVE CASH BACKED STANDBY LETTER OF CREDIT INSTRUMENT AND CONFIRM BY SWIFT MT760 STANDBY LETTER OF CREDIT MESSAGE TO THE ORDER OF _____ WITH ACCOUNT NUMBER _____ WITH FACE VALUE OF XXXXX HUNDRED MILLION EURO (XXX,000,000.00) IN ACCORDANCE TO CONTRACT CODE: _____. THIS SWIFT MT760 STANDBY LETTER OF CREDIT MESSAGE SHALL BE TRANSMITTED DIRECTLY FROM OUR BANK WITHIN FIVE (5) BANKING DAYS AGAINST THE ISSUANCE AND RECEIPT OF A SWIFT MT799 BANK ACCEPTANCE MESSAGE FROM YOUR BANK

THIS IS AN OPERATIVE INSTRUMENT VALID FOR FIVE (5) BANKING DAYS FROM THE DATE OF ISSUE.

PLEASE CONFIRM THAT YOU ARE READY, WILLING AND ABLE TO RECEIVE THIS INSTRUMENT ON BEHALF OF YOUR CLIENT BY URGENT RETURN.

WE CONFIRM THIS EMISSION AND CERTIFY THE TRANSPARENCY OF THIS OPERATION.

FOR AND ON BEHALF OF:
BANCO SANTANDER S.A., BANK ADDRESS:
BANK OFFICER (1):

BANK OFFICER (2):



SWIFT CODE MT760 STANDBY LETTER OF CREDIT (SBLC)

SENDER BANK: BANCO SANTANDER S.A.
ADDRESS:
SWIFT CODE: BSCHEMMMMXX
ACCOUNT NAME
ACCOUNT NUMBER
BANK OFFICER
BANK E-MAIL
SBLC NUMBER:

BENEFICIARY BANK
ADDRESS
SWIFT CODE:
ACCOUNT NAME:
ACCOUNT NO:
BANK OFFICER:
PHONE:
EMAIL:
BANK OFFICER:

-----MESSAGE TEXT-----

20: TRANSACTION REFERENCE NUMBER

59: BENEFICIARY CUSTOMER

70:
STAND BY LETTER OF CREDIT NUMBER:
79: NARRATIVE

FOR VALUE RECEIVED, WE, (BANK NAME & ADDRESS), ON BEHALF OF OUR CLIENT _____ HEREBY WITH FULL BANKING RESPONSIBILITY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST OR NOTIFICATION, PROMISE TO PAY AGAINST CASH BACK STANDBY LETTER OF CREDIT FOR THE BENEFIT OF _____ WITH ACCOUNT NUMBER _____, AT MATURITY THE SUM OF XXX HUNDRED MILLION EUROS AND NO CENTS EXACTLY (EURO XXX,000,000.00) IN ACCORDANCE TO CONTRACT CODE: _____, UPON SURRENDER AND PRESENTATION OF THIS STANDBY LETTER OF CREDIT AT OUR AFOREMENTIONED OFFICE ADDRESS, BUT NOT LATER THAN 15 (FIFTEEN) DAYS AFTER MATURITY DATE OF THIS CASH BACK STANDBY LETTER OF CREDIT. SUCH PAYMENT SHALL BE MADE WITHOUT SET-OFF AND FREE AND CLEAR OF ANY DEDUCTION OR CHARGE, FEE OR WITHHOLDING OF ANY NATURE PRESENTLY OR IN THE FUTURE IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF SPAIN OR ANY POLITICAL SUBDIVISION OR AUTHORITY HEREOF OR THEREIN.

THIS CASH BACK STANDBY LETTER OF CREDIT IS TRANSFERABLE, ASSIGNABLE AND DIVISIBLE WITHOUT PRESENTATION OF IT TO US AND WITHOUT THE PAYMENT OF ANY TRANSFER FEE OR CHARGE.

THIS CASH BACK STANDBY LETTER OF CREDIT IS SUBJECT TO LAWS OF SWITZERLAND, UNIFORM RULES FOR DEMAND GUARANTEE (URDG), INTERNATIONAL CHAMBER OF COMMERCE (ICC) PUBLICATION NO.758. THIS CASH BACK STANDBY LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF SWITZERLAND.

ALL BANKING CHARGES ARE FOR THE ACCOUNT OF APPLICANT.

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

FOR AND ON BEHALF OF:
BANCO SANTANDER S.A., BANK ADDRESS:
BANK OFFICER (1):

BANK OFFICER (2):



EXHIBIT 4 - INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) AGREEMENT

IF YOU DO NOT EVIDENCE ANNUAL AUDITED ACCOUNTS IN THE AMOUNT OF AT LEAST THE FACE VALUE OF THE INSTRUMENT SERVICE THAT YOU SEEK, FOR (AT LEAST) THE PAST 3 YEARS, OF THE APPLICANT/BENEFICIARY COMPANY OF THIS SBLC SERVICE, THEN YOU WILL HAVE TO DEPOSIT EURO 100,000 (FOR EACH 100M SERVICE) WITH AN INDEPENDENT COMPANY ACTING AS INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) PROVIDER FOR THIS PRIVATE TRANSACTION. INDEPENDENT MEANS THAT YOU NEVER HAD ANY DEALINGS OR A BUSINESS RELATION WITH THIS ITPPS BEFORE. HERE ARE THE GENERAL TERMS OF THE INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) AGREEMENT. INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) WILL BE PERFORMED AND SERVICES PROVIDED BY AN INDEPENDENT COMPANY WHICH **YOU CAN SUGGEST AND WE CAN APPROVE** TO SAFEGUARD THE ISSUER AND THE BENEFICIARY RECIPIENT OF THE SBLC SUPPORT SERVICE IF THE CLIENT IS UNABLE TO EVIDENCE A BUSINESS OF SUBSTANCE AND THE FINANCIAL CAPABILITIES NORMALLY REQUIRED TO HANDLE A MULTIMILLION DOLLAR TRANSACTION. THIS ARRANGEMENT DOES HOWEVER NOT RELEASE THE CLIENT FROM ANY OF HIS LIABILITIES AS AGREED THROUGH THE BUSINESS CONTRACT.

GENERAL TERMS AND UNDERSTANDING

PURPOSE OF THE INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) AGREEMENT IS TO SECURE THE AGREED PROCEDURES FOR PARTY B TO RECEIVE SBLC SUPPORT SERVICES FROM THE PARTY A. THIS ITPPS IRREVOCABLY RULES HOW THESE FUNDS RECEIVED FROM PARTY B WILL BE DISTRIBUTED.

PARTY B CLAIMS TO BE A COMPANY OF SUBSTANCE QUALIFIED TO RECEIVE THE SERVICE FROM PARTY A, BUT IT HAS NOT BEEN ABLE TO EVIDENCE SIGNIFICANT BUSINESS RELEVANT TO THE SIZE OF THIS SBLC SUPPORT SERVICE REQUIRED AND ORDERED. TO INSURE THE EMISSION OF THE SBLC AND TO SAFEGUARD A SMOOTH TRANSACTION AND TO ASSURE COMPLIANCE WITH AGREED PROCEDURES, PARTY B HAS PROPOSED, AND DEPOSITED FUNDS WITH THE IPPS, THE COMPANY PROVIDING INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) SERVICES FOR THIS STRICTLY PRIVATE TRANSACTION BETWEEN PARTY A AND PARTY B. THIS ITPPS IS CONSIDERED A STRICTLY PRIVATE TRANSACTION TO SERVE THE GOALS OF PARTY A AND PARTY B.

THESE FUNDS ARE TO BE HELD FOR THIS STRICTLY PRIVATE TRANSACTION, AND BE RELEASED TO INSURE THE EMISSION ON THE BASIS AS DESCRIBED IN THIS ITPPS ONLY.

ITPPS IS NOT A PART OF THE ABOVE MENTIONED BUSINESS CONTRACT AND TRANSACTION. ITPPS ACTS ABSOLUTELY INDEPENDENT FROM PARTY A AND PARTY B AND IRREVOCABLY AS DESCRIBED IN THIS ITPPS AGREEMENT. ITPPS CONFIRMS TO NEVER HAVE HAD ANY BUSINESS DEALINGS WITH PARTY B BEFORE THIS ITPPS AGREEMENT. INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) WILL BE PERFORMED AND SERVICES PROVIDED BY ITPPS IN THE CAPACITY AS AN INDEPENDENT PARTY, WHICH PARTY B HAS APPROVED AND APPOINTED TO SAFEGUARD PARTY A, THE ISSUER AND PROVIDER OF THE SBLC SUPPORT SERVICE, AND PARTY B, THE BENEFICIARY RECIPIENT OF THE SBLC SUPPORT SERVICE IN THIS STRICTLY PRIVATE TRANSACTION.

THIS ITPPS AGREEMENT DOES NOT ALTER, OR CHANGE ANY OF THE TERMS AND CONDITIONS AS AGREED THROUGH THE ABOVE MENTIONED BUSINESS CONTRACT BETWEEN PARTY A AND PARTY B, OR RELEASE ANY OF THE PARTIES FROM THEIR INDIVIDUAL RIGHTS, DUTIES AND LIABILITIES AS AGREED UNDER THIS BUSINESS CONTRACT.

AS INSTRUCTED BY PARTY B, THE FUNDS RECEIVED SHALL BE IRREVOCABLY DISTRIBUTED AS TO THE TERMS OF THIS INDEPENDENT THIRD PARTY PAYMENT SERVICE (ITPPS) AGREEMENT WITHOUT ANY



INTERFERENCE OR OBJECTIONS OF PARTY A AND / OR PARTY B OF THE BUSINESS CONTRACT AND IT SHALL BE VALID DURING THE ENTIRE TRANSACTION AS DESCRIBED IN THE BUSINESS CONTRACT OR, UNTIL ALL FUNDS HAVE BEEN DISTRIBUTED ACCORDINGLY.

CONFIRMATION OF THE RECEIPT OF THE BUSINESS CONTRACT

THIS IS TO CONFIRM THAT WE HAVE RECEIVED A COPY OF THE BUSINESS CONTRACT SIGNED BY PARTY B AND WILL IRREVOCABLY PERFORM THE DUTIES AS DESCRIBED IN THIS ITPPS AGREEMENT AS SOON AS THE TRANSACTION HAS BEEN ACCEPTED BY PARTY A AND A COPY OF THE ACCEPTED AND DULY EXECUTED BUSINESS CONTRACT IS PRESENTED TO ITPPS.

ITPPS SERVICE IS TO RECEIVE DOCUMENTS EVIDENCING THE EMISSION:

- AN UPDATED STATEMENT OF ACCOUNT OF THE PROVIDER'S BANK ACCOUNT AT THE ISSUING BANK EVIDENCING SUFFICIENT CASH FUNDS ON ACCOUNT TO EMIT AND BACK UP THE SBLC SERVICE REQUIRED
- AN UPDATED LETTER FROM THE ISSUING BANK CONFIRMING THE ISSUING BANK'S READINESS TO ISSUE THE SBLC SERVICE FOR PARTY A TO THE BENEFIT OF PARTY B
- AN INVOICE FOR THE INSURANCE
- A COPY OF THE TRANSMISSION OF THE INSTRUMENT SWIFT MT799 AND SWIFT MT760

RELEASE OF FUNDS

THE RELEASE TO PARTY A OF 50% AGAINST THE PROVISION AND THE RECEIPT BY THE ITPPS OF

- THE COUNTERSIGNED BUSINESS CONTRACT BY THE PROVIDER
- AN UPDATED STATEMENT OF ACCOUNT OF THE PROVIDER'S BANK ACCOUNT AT THE ISSUING BANK EVIDENCING SUFFICIENT CASH FUNDS ON ACCOUNT TO EMIT AND BACK UP THE SBLC SERVICE REQUIRED
- AN UPDATED LETTER FROM THE ISSUING BANK CONFIRMING THE ISSUING BANK'S READINESS TO ISSUE THE SBLC SERVICE FOR PARTY B
- INVOICE FOR THE INSURANCE

THE RELEASE OF 25% AGAINST THE PROVISION AND THE RECEIPT BY THE ITPPS OF

- A COPY OF THE SWIFT MT-799 AS EMITTED BY THE ISSUING BANK AND SENT BY THE ISSUING BANK TO THE RECEIVING BANK.

THE RELEASE OF THE REMAINING FUNDS AGAINST THE PROVISION AND THE RECEIPT BY THE ITPPS OF

- A COPY OF THE SWIFT MT760 AS EMITTED BY THE ISSUING BANK AND SENT BY THE ISSUING BANK TO THE RECEIVING BANK,

OR, THE RELEASE OF THE REMAINING FUNDS ON DEPOSIT TO PARTY A,
IF THE RECEIVING BANK DID NOT RESPOND TO THE SWIFT MT-799 AS EMITTED BY THE ISSUING BANK AND SENT BY THE ISSUING BANK TO THE RECEIVING BANK, WITHIN (3) BANKING DAYS OF THE TRANSMISSION OF THE SWIFT MT-799 TO THE RECEIVING BANK.

ALL FUNDS ARE TO BE RETURNED TO PARTY B,

IF THE FOLLOWING DOCUMENTS ARE NOT EVIDENCED WITHIN TEN (10) BANKING DAYS OF DULY SIGNED BUSINESS CONTRACT



- THE COUNTERSIGNED BUSINESS CONTRACT BY THE PROVIDER
- AN UPDATED STATEMENT OF ACCOUNT OF THE PROVIDER'S BANK ACCOUNT AT THE ISSUING BANK EVIDENCING SUFFICIENT CASH FUNDS ON ACCOUNT TO EMIT AND BACK UP THE SBLC SERVICE REQUIRED
- AN UPDATED LETTER FROM THE ISSUING BANK CONFIRMING THE ISSUING BANK'S READINESS TO ISSUE THE SBLC SERVICE FOR PARTY B
- INVOICE FOR THE INSURANCE

THE RELEASE OF REMAINING FUNDS TO PARTY B,
AFTER RECEIPT OF

- THE COUNTERSIGNED BUSINESS CONTRACT BY THE PROVIDER
- AN UPDATED STATEMENT OF ACCOUNT OF THE PROVIDER'S BANK ACCOUNT AT THE ISSUING BANK EVIDENCING SUFFICIENT CASH FUNDS ON ACCOUNT TO EMIT AND BACK UP THE SBLC SERVICE REQUIRED
- AN UPDATED LETTER FROM THE ISSUING BANK CONFIRMING THE ISSUING BANK'S READINESS TO ISSUE THE SBLC SERVICE FOR PARTY B
- INVOICE FOR THE INSURANCE

AND IF PART A DOES NOT FOLLOW UP AND EVIDENCES WITHIN TEN (10) BANKING DAYS, A COPY OF THE EMITTED

- SWIFT MT-799 AS EMITTED BY THE ISSUING BANK AND SENT BY THE ISSUING BANK TO THE RECEIVING BANK.

about Belize:



Your intake officer:

Eric Solomon, Senior Elite Professional

Associate Investment and Funding Services (Americas)

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[Schedule a call HERE](#)