

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

DEED OF AGREEMENT

BANK GUARANTEE (BG) AND STANDBY LETTER OF CREDIT (SBLC) APPLICATION FORM

NOTE: This Application Form is only for BG / SBLC applications for amounts over 100 Million USD/EURO.

APPLICANT NAME:

COMPANY NAME:

DATE OF BIRTH:

NATIONALITY:

PASSPORT NUMBER:

BANK INSTRUMENT TYPE: BG - SBCL

FACE VALUE CURRENCY: EUR - USD

AMOUNT:

LEASE PRICE: 8% + 3%

BRIEF PURPOSE OF THE INSTRUMENT:

This Agreement is made and enters into the date May 24, 2019, by and between the parties described below:

The PROVIDER'S information

Company Name:	
Company Reg / No:	
Country:	
Address:	
Tax ID No:	

Provider's Signature

Receiver's Signature

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TRANSACTION CODE:
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Also Represented By:	
Title:	
Passport No:	
Nationality:	
Telephone No:	
Fax No:	
Emails:	
Direct Emails:	

(Hereinafter referred to the **'PROVIDER'S**) and

The PROVIDER'S information

Company Name:	
Company Reg / No:	
Country:	
Address:	
Tax ID No:	
Represented By:	
Title:	
Passport No:	
Nationality:	
Telephone No:	
Fax No:	
Direct Emails:	
Alternative Emails:	

(Hereinafter referred to the **'PROVIDER'S (MD / Director of Operations)**) and

The RECEIVER'S information

Company Name:	
Company Reg. / No:	

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

Country:	
Mailing Address:	
Tax ID No:	
Represented By:	
Title:	
Passport No:	
Nationality:	
Telephone No:	
Fax No:	
Direct Emails:	

(Hereinafter referred to the '**RECEIVER'S**)

WHEREAS. The RECEIVER desires to *lease* BG/SBLC from the PROVIDER.

The PROVIDER confirms with full corporate and legal responsibility that Cash Assets are available to get their select banks to issue the desired BG / SBLC.

The RECEIVER also confirms with full corporate and legal responsibility that funds are available to fulfil the requirements for the *leasing* of this instrument and RECEIVER further confirms to cooperate with the PROVIDER.

The PROVIDER desires to sell, transfer and assign all rights title and interest of the BG / SBLC available to the RECEIVER.

PROVIDER represents and warrants that it has the ability and resources to arrange directly, through associates, contacts and sources, with full corporate responsibility, financial instruments per the terms of assignments to be provided to RECEIVER.

PROVIDER hereby declares under penalty of perjury that the BG / SBLC will be cash backed by funds that are good, clean, clear, and free of non-criminal origin, the BG / SBLC will be free and clear of all liens, encumbrances and third party interests.

NOW THEREFORE, the RECEIVER has agreed to *Lease* the BG / SBLC at total of 8% of Face Value plus brokers fees (3%) for the instruments requested and PROVIDER has agreed to issue BG / SBLC for LEASE and both Parties hereby agree to the following:

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1.	Instrument Type	FC BG / SBLC (STANDARD ICC FORMAT)
2.	Total Face Value	AMOUNTS IN EITHER – USD / EURO:
3.	First Tranche	€ XXX,000,000 – (XXX HUNDRED MILLION USD / EURO)
4.	Issuing Bank	HSBC/ BARCLAYS / DEUTSCHE BANK AG / other World Top 25 banks.
5.	Lease Fee	8% of Full Face Value + 3% brokers commission
6.	Procedure	BCL / MT799-Pre-advice / MT799-BPU / MT760.
7.	Payment	BY MT103 Wire Transfer
8.	Hard Copy	Bonded Courier within 7 banking days.

PROCEDURES:

1. Receiver sends a signed DOA Application to the Provider, Client Information Sheet (CIS), Passport copy, Bank Comfort Letter (**BCL**) and Irrevocable Master Fee Protection Agreement (IMFPA).
2. Provider and Receiver sign the Deed of Agreement, which thereby automatically becomes a full recourse commercial contract after the Provider has accepted Receiver's application.
4. Within Two banking days, Provider's Bank contact Receiver's Bank to confirm **BCL** and upon satisfactory confirmation, Provider's Bank issues SWIFT MT799 Pre-Advice (**EXHIBIT "A"**) to Receiver's Bank. (Provider sends copy of the MT-799 Pre-Advice to the Receiver within one banking day for tracking).
3. Within Two Banking days Receiver's Bank confirms receipt and verifies the MT799 Pre-Advice and issue MT799/BPU (Bank Payment Undertaking) (**EXHIBIT "B"**) to Provider's Bank. (Receiver sends copy of the MT-799/BPU to the Provider within one banking day for tracking).
4. Within Two Banking days post successful verification of the MT799/BPU, Provider's Bank instruct the issuing bank to issue and deliver the SBLC by MT760 (**EXHIBIT "C"**).

Provider's Signature

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5. The Receiver's Bank receives, confirms and verifies the MT760 (BG / SBLC); the Receiver then pays within Five Banking days the Lease Fee to Provider's nominated account plus 3% commission fees to agent / brokers.
(Should Receiver default to pay the fees to the Provider and the Intermediaries fees as agreed on this DOA within allowed number of days after receipt of Swift MT-760, Provider shall instruct the issuing bank to put a claim on the SBLC thereby forcing the Receiver's Bank to return the swift MT760 (BG / SBLC) to the issuing Bank.)
6. Within Five banking days after receiving all fees, Hard Copy will be sent to Receiver bank by bank-bonded courier.
7. This Deed of Agreement is a full recourse commercial commitment governed by the Law of the jurisdiction that both parties reside and standards under ICC Regulation.

SANCTIONS (NON PERFORMANCE)

After this contract is signed by both Sender and Receiver, and copies exchanged electronically or otherwise by a delivery service, failure to follow the closing procedure in time and form herein is considered breach of this contract and puts the failing party in default position to pay a onetime penalty fee of 1% of the contract to the suffering Party.

UNAUTHORIZED BANK COMMUNICATION: Neither Party is allowed to contact the Bank of the other Party without the authorization of the Party whose bank is to be contacted.

Any unauthorized calls by any party or its representative agents / brokers / lawyers to probes or communication in an improper way or ways indicative of direct or indirect solicitation to bank(s) in this transaction shall be prohibited and result to contract terminated.

Notice: This is a private sale between two entities and is not to be construed as an offer of funds nor a sale of securities as defined in the Securities Act of 1933/34

NON-SOLICITATION

Provider's Signature

Receiver's Signature

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The RECEIVER hereby confirms and declares that the PROVIDER, her associates or representatives or any person or persons on its behalf has/have never ever solicited the RECEIVER, her 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 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 arbitration in accordance with the arbitration laws 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. 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 reasonably attorney fees and costs.

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

ON BUYER LETTERHEAD

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Name:
Passport#:
Nationality:
Date of Issue:
Date of Expiry:

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

(Director)
Passport#:
Nationality:
Date of Issue:
Date of Expiry:

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

(MD / Director of Operations)
Passport#:
Nationality:
Date of Issue:
Date of Expiry:

The PROVIDER and RECEIVER agree to the following banking co-ordinates pertaining to the agreement herein above stated:

PROVIDER BANK CO-ORDINATES TO ISSUE INSTRUMENT

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:

RECEIVER'S CODE:

Bank Name	HSBC, BARCLAYS or DEUTSCHE BANK
Bank Address	
Account Holder	
Bank Officer	
SWIFT Code	
Account Number	

PROVIDER BANK CO-ORDINATES TO RECEIVE MT799-BPU AND MT103 PAYMENT

Bank Name	
Bank Address	
Account Holder	
Bank Officer	
SWIFT Code	
Account Number	

PROVIDER RESERVES THE RIGHT TO USE ANY BANK ACCOUNT TO RECEIVE THE MT103 PAYMENT (IT'S OUR BANK REGULATIONS AND PROCEDURE).

RECEIVER'S BANK CO-ORDINATES TO RECEIVE THE INSTRUMENT

Bank Name	
Bank Address	
Bank Officer	
Bank Tel:	
Bank Fax:	
SWIFT Code	
Account Holder	
Account Number	
Signatory Name	

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

RECEIVER'S BANK CO-ORDINATES TO ISSUE MT799-BPU AND MT103 PAYMENT

Bank Name	
Bank Address	
Bank Officer	
Bank Tel:	
Bank Fax:	
SWIFT Code	
Account Holder	
Account Number	
Signatory Name	

RECEIVER'S RESERVES THE RIGHT TO USE ANY OF HIS BANK ACCOUNT TO PAY FEE AND RECEIVE HIS INSTRUMENTS. (IT'S OUR BANK REGULATIONS AND PROCEDURE).

APPENDIX "A"

SAMPLE SWIFT MT-799

(Receiver may change to their bank verbiage)

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

FROM:

TO:

TRANSACTION CODE:
REFERENCE CODE:

WE, (ISSUING BANK NAME & ADDRESS), REPRESENTED BY THE UNDERSIGNED OFFICERS, HEREBY CONFIRM WITH FULL BANK RESPONSIBILITY AND LIABILITY ON BEHALF OF OUR CLIENT _____, WITH ACCOUNT NUMBER: _____ THAT WE ARE READY, WILLING AND ABLE TO ISSUE BANK GUARANTEE (ICC 758 FORMAT) / STANDBY LETTER OF CREDIT (ICC 600 FORMAT) AMOUNTING TO _____ MILLION USD/EUROS (\$/€ __,000,000.00), AND THE FIRST TRANCHE WILL BE IN THE FACE AMOUNT OF _____ HUNDRED MILLION USD/EUROS (\$/€ __00,000,000.00), ALL FOR THE BENEFIT OF _____, WITH ACCOUNT NUMBER: _____.

THERE WILL BE NO LIENS AND ENCUMBRANCES ON THESE INSTRUMENTS WHICH SHALL BE DELIVERED AND AVAILED VIA SWIFT MT760 AND EXACT BANK GUARANTEE / STANDBY LETTER OF CREDIT.

FOR AND ON BEHALF OF (NAME AND ADDRESS OF THE ISSUING BANK)

BANK OFFICER #1
NAME, TITLE, PIN CODE

BANK OFFICER #2
NAME, TITLE, PIN CODE

APPENDIX "B"

SAMPLE SWIFT MT-799 OF BANK PAYMENT UNDERTAKING (BPU)
(Receiver may change to their bank verbiage)

FROM:

TO:

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

WE, ___(NAME OF BANK)___ HEREBY PRESENT OUR IRREVOCABLE, ASSIGNABLE, TRANSFERABLE AND CALLABLE CASH BACKED BANK PAY ORDER IN YOUR FAVOR FOR THE ACCOUNT OF YOUR CLIENT _____ ACCOUNT NUMBER _____, IN THE AMOUNT OF EURO _____ MILLION (€ ____,000,000.00) FOR THE INVESTMENT OF OUR CLIENT _____.

WE HEREBY CONFIRM THAT THE FUNDS ARE GOOD, CLEAN AND CLEARED FUNDS OF NON-CRIMINAL ORIGIN AND ARE FROM A LEGAL SOURCE.

THIS IRREVOCABLE CONDITIONAL BANK PAY ORDER IS A BINDING FULLY PERFORMED DUE BILL AND IS IMMEDIATELY CALLABLE ON FOR CASH PAYMENT AGAINST THE SWIFT MT760 DELIVERY OF THE BANK INSTRUMENT SPECIFIED HEREIN.

INSTRUMENT: BANK GUARANTEE / STANDBY LETTER OF CREDIT
CURRENCY: USD / EURO
ISSUING BANK: XXXXXX
FACE VALUE: XXX,000,000.00

THIS IRREVOCABLE, CONDITIONAL, ASSIGNABLE, TRANSFERABLE AND CALLABLE BANK PAY ORDER IS VALID FOR XXXXX (XXXX) INTERNATIONAL BANKING DAYS FROM _____ DAY OF _____, 2019 AND UNTIL _____ DAY OF _____,

THIS IS AN OPERATIVE BANK INSTRUMENT AND IS SUBJECT TO THE UNIFORM COMMERCIAL CODE AS IT RELATES TO BANK CREDIT INSTRUMENTS.

YOURS FAITHFULLY,

FOR AND ON BEHALF OF: _____

BANK OFFICER #1
NAME, TITLE, PIN CODE

BANK OFFICER #2
NAME, TITLE, PIN CODE

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

APPENDIX "D"

SAMPLE SWIFT MT-760

(Receiver may change to their bank verbiage)

FROM:

TO:

TRANSACTION CODE:
BG/SBLC NO:
CURRENCY:
AMOUNT:
ISSUING DATE:
MATURITY DATE:

FOR THE VALUE RECEIVED, WE <NAME & ADDRESS OF BG / SBLC ISSUING BANK>, HEREBY IRREVOCABLY AND UNCONDITIONALLY, WITHOUT PROTEST OR NOTIFICATION PROMISE AND GUARANTEE TO PAY ON TIME, IN FULL AND WITHOUT DELAY, AGAINST THIS BG /SBLC IN FAVOUR OF <CLIENT'S NAME> , THE BEARER OR HOLDER THEREOF, AT MATURITY THE OF 00,000,000.00 (AMOUNT IN WORD) IN THE LAWFUL CURRENCY OF THE UNITED STATES OF AMERICA OR EUROPEAN UNION .

SUCH PAYMENT WILL BE UPON PRESENTATION AND SURRENDER OF THIS BG /SBLCAT THE OFFICE OF <NAME OF BG /SBLC ISSUING BANK> WITHOUT

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

SETOFF AND FREE AND CLEAR OF ANY DEDUCTIONS, CHARGES, FEE OR WITHHOLDING OF ANY NATURE NOW OR HEREAFTER IMPOSED, LEVIED, COLLECTED, WITHHELD OR ASSESSED BY THE GOVERNMENT OF THE ISSUING OR PAYING BANK OR ANY POLITICAL SUBDIVISION OR AUTHORITY THEREOF OR THEREIN.

THIS BG /SBLC SHALL BE GOVERNED AND BE CONSTRUED IN ACCORDANCE WITH THE UNIFORM RULES FOR DEMAND GUARANTEE (URDG), AS SET FORTH BY THE INTERNATIONAL CHAMBER OF COMMERCE, PARIS, FRANCE ICC PUBLICATION #758-600.

THIS BG / SBLC IS TRANSFERABLE, ASSIGNABLE AND DIVISIBLE WITHOUT PRESENTATION TO US.

FOR AND ON BEHALF OF:

BANK OFFICER #1
NAME/PIN/TITLE

BANK OFFICER #2
NAME/PIN/TITLE

FEE PROTECTION AGREEMENT

Both PROVIDER and RECEIVER agree that the RECEIVER's and PROVIDER's agents/brokers are entitled to 3% of the BG/SBLC face value commission fees. These commission fees will be shared between the PROVIDER's and RECEIVER's agents/brokers as specified here below.

The parties agree that the commission fees stated are compensation for services rendered and are irrevocably and unconditionally guaranteed to be paid by the

Provider's Signature

Receiver's Signature

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RECEIVER to the agents and intermediaries listed in this DOA by wire transfer simultaneously with the RECEIVER's payment of **8% of Lease** of the face value of the BG/SBLC as selling fee to the PROVIDER for every tranche and/or transaction of the BG/SBLC. The commission fees will be free of legal impediment and free of any deductions, excluding bank transfer fees, for this and all subsequent transactions between the parties.

In consideration of the mutual benefits to be derived by the associates or affiliated individuals, agents/brokers companies, designees, trustees or executors, it is understood and agreed that the parties hereto are mutually desirous of effecting this business transaction in co-operation with one another for their mutual benefit and all signatory parties agree to abide by the following terms and conditions:

1. Each party agrees that they will not make any contact with, deal with or be involved with individuals, trader and investor introduced by another signatories without specific permission of the introduced signatory for the Investor.
2. The signatory agrees to keep confidential the identity of and all contacts so provided by any other signatories.
3. The parties hereto agree that all commissions or fees as agreed by the parties shall be paid in full at the end of every transaction.
4. This agreement shall be legally binding on the parties hereto, their principals, employees, representatives, agents and assigns in all countries of the world.

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

This agreement shall be respected and honoured at all times, unless otherwise mutually agreed upon and any party will permit no attempt or hint of circumvention. Each of the above parties agree and understand that any overt or covert action of circumvention prescribed by this agreement shall be a fraudulent act against the other party and 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 agents and intermediaries referred to in this DOA shall be as follows:

TOTAL COMMISSION FEE OF 3% (TWO PERCENT) OF FACE VALUE IN EURO/USD PAID BY THE RECEIVER TO BE SHARED EQUALLY AS FOLLOW:

ON BUYER LETTERHEAD

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RECEIVER'S CODE:

TOTAL COMMISSION OF ZERO POINT FIVE PERCENT (0.50%) OF TWO PERCENT [2%] TO RECEIVER'S SIDE (CLOSED)

PARTICULARS	PAYMASTER 1
Name	CH & AL GROUP
Bank Name	
Bank Address	
ABA Routing Number	
Account Number	
Account Name	
SWIFT	
Bank Officer	
Bank Telephone	
Beneficiary:	1- TBA 2- TBA 3- TBA
Special Instructions:	
Required Message:	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH"

TOTAL COMMISSION OF ZERO POINT FIVE PERCENT (0.50%) OF TWO PERCENT [2%] TO RECEIVER'S SIDE : CLOSED

PARTICULARS	PAYMASTER 2
Name	FINAAM
Bank Name	
Bank Address	
ABA Routing Number	
Account Number	

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

Account Name	
SWIFT	
Bank Officer	
Bank Telephone	
Beneficiary:	4- TBA 5- TBA 6- TBA
Special Instructions:	
Required Message:	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH"

TOTAL COMMISSION OF ZERO POINT FIVE PERCENT (0.50%) OF TWO PERCENT [2%] TO RECEIVER'S SIDE : **CLOSED**

PARTICULARS	PAYMASTER 3
Name	
Bank Name	
Bank Address	
ABA Routing Number	
Account Number	
Account Name	
SWIFT	
Bank Officer	
Bank Telephone	
Beneficiary:	1- TBA 2- TBA 3- TBA
Special Instructions:	
Required Message:	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH"

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

	CASH"
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TOTAL COMMISSION OF ZERO POINT FIVE PERCENT (0.50%) OF TWO PERCENT [2%] TO RECEIVER'S SIDE :

PARTICULARS	PAYMASTER 4
Name	
Bank Name	
Bank Address	
ABA Routing Number	
Account Number	
Account Name	
SWIFT	
Bank Officer	
Bank Telephone	
Beneficiary:	1- TBA 2- TBA 3- TBA
Special Instructions:	
Required Message:	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH"

TOTAL COMMISSION OF ONE [1%] TO PROVIDER'S SIDE - **CLOSED**

PARTICULARS	PAYMASTER 1
Name	
Bank Name	
Bank Address	
ABA Routing Number	
Account Number	

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

Account Name	
SWIFT	
Bank Officer	
Bank Telephone	
Beneficiary:	
Special Instructions:	
Required Message:	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN, AND ARE IMMEDIATELY PAYABLE IN CASH"

SIGNATURE AND STAMP:

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

Name:
Passport#:
Nationality:
Date of Issue:
Date of Expiry:

(RECEIVER'S INTERNATIONAL PASSPORT)

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

(RECEIVER'S COMPANY REGISTRATION CERTIFICATE)

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

For and On behalf of the PROVIDER.

(Director)
Passport#:
Nationality:
Date of Issue:
Date of Expiry:

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

For and On behalf of the PROVIDER.

(MD / Director of Operations)

Passport#:
Nationality:
Date of Issue:
Date of Expiry:

(PROVIDER'S COPY OF PASSPORT)

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

(PROVIDER'S COPY OF PASSPORT)

(MD / Director of Operations)

Provider's Signature

Receiver's Signature

ON BUYER LETTERHEAD

TRANSACTION CODE:
RECEIVER'S CODE:

(PROVIDER'S COMPANY REGISTRAION CERTIFICATE)

Provider's Signature

Receiver's Signature

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TRANSACTION CODE:

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Provider's Signature

Receiver's Signature