

ON COMPANY LETTERHEAD

CLIENT INFORMATION SUMMARY – (ANNEX - A)

Reference #: MGCG/2021- **please write your reference # here**

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:	

ON COMPANY LETTERHEAD

4.	Legal Counsel:	
a)	Address:	
b)	Telephone No.:	
c)	Facsimile No.:	
5.	Bank:	
a)	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:	
i)	Routing:	
j)	S.W.I.F.T.:	
6.	Amount of funds/instrument on deposit and available for collateral:	
	xxx Dollars (\$xxx USD)	

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 pledging 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 day of ___ 2020

.....
SIGNATORY

Name :
Title :
Passport No. :
Country of Issue :

ON COMPANY LETTERHEAD

ANNEX C – CORPORATE RESOLUTION

RESOLUTION OF THE BOARD OF DIRECTORS

A quorum of directors of(Company Name) (Hereinafter called the "Company") with its address at Road, attended in person or by telephone/video conference a Board of Directors meeting which was duly noticed and held on _____, 2009. 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..... as Company's Office In 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. as (Title) and authorized Signatory of the company, to arrange the leasing of Bank Instruments, in the amount of € xxxxx Million (€ 000,000,000.00) with rolls and extensions,

RESOLUTION:

It is resolved that Mr., as President and authorized Signatory of (Company Name) 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 transactions involving the leasing of Bank Instruments.

RESOLUTION:

It is further resolved at this meeting of the Board of Directors that Mr..... is hereby authorized to pay/distribute on behalf of (Company Name) 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, on behalf ofCompany.

RESOLUTION:

That Mr....., as the (Title, CEO, President or others) 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.

ON COMPANY LETTERHEAD

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 April 16, 2009.

For and on behalf of the company

..... (Company name)

<Corporate Seal>

(CEO name)

Name:

Title:

Passport No:

Place of Issue:

Date of Issue:

**PLEASE PLACE THE REFERENCE # ON ALL PAGES AND SEND THE DOCUMENT BACK IN WORD FORMAT.
PDF FORMAT WILL NOT BE ACCEPTED.**

APPLICATION FOR 100% FUNDING
FOR PROMISSORY NOTES

TO: FUNDER

=====

COMPANY NAME (BENEFICIARY)
ADDRESS
CITY/COUNTRY
TELEPHONE NUMBER:
EMAIL ADDRESS:
AUTHORISED SIGNATORY
CORPORATE TITLE
PASSPORT NUMBER
ISSUING COUNTRY
EXPIRY DATE

CONFIRMING/ENDORISING BANK
ADDRESS
ACCOUNT NAME
ACCOUNT NUMBER
SWIFT CODE
AUTHORIZED BANK OFFICER
BANKER'S EMAIL ADDRESS
BANKER'S TEL. NUMBER

ONE PROMISSORY NOTES	1. PN#1- REPRESENTS THE PRINCIPAL – 100% PAYMENT WITHIN 365 DAYS 2. REPRESENTS THE INTEREST AND FEE'S-18% DISCOUNTED
AMOUNT-REQUIRED	XXM (net after discount XXM)
CURRENCY	EURO/USD
TERM REQUIRED	1 Year (365 days) with option to renew
CHOICE OF COLLATERAL	A). BANK ENDORSED "AVAL" B). BANK INSTRUMENT eg.SBLC/BG/ Demand Guarantees

WE HEREBY CONFIRM THAT THE ABOVE REFERENCED CORPORATE PROMISSORY NOTES ISSUED BY US, WILL BE CONFIRMED BY THE REFERENCED BANK HEREIN, AND SHALL BE SECURED FOR PAYMENT OF THE INTEREST & PRINCIPAL WITH FULL BANK RESPONSIBILITY, AS A PRECONDITION TO A FUNDING COMMITMENT.

ADDITIONALLY, WE HEREBY UNDERTAKE TO DELIVER A VERIFIABLE BANK COMMITMENT LETTER (BCL) VIA SWIFT MT799 TO THE FUNDER, WITHIN (5) FIVE BANKING DAYS AFTER EXECUTING THE TERM SHEET, IF WE CANNOT SUPPLY THE REQUISITE BCL TO THE FUNDER WE HEREBY UNDERTAKE TO OPEN ESCROW AND PLACE THE AMOUNT OF €50,000 EURO (EVERY 100M) TO COVER DUE DILIGENCE, BANKING, AND LEGAL EXPENSES, WE REQUIRE REFERENCE BANK TO BANK.

COMPANY NAME

NAME OF AUTHORIZED SIGNATORY
TITLE:

SIGNATURE

DATE

Funding Program for Discounting (1) Promissory Note – 2021

PROCEDURE

1. The Client submits a signed Application form and Procedure sheet indicating the full details of their requirements. In the event that the Client will be using a Bank Instrument to secure the CPN at the end of the year, then the Specimen of the Bank Instrument must be submitted with the Application for pre-approval by the Funder.
2. The Client issues a one year Corporate Promissory Notes (CPN's) in favor of the designated Funder.
 - a) The face value of the CPN shall include both the Principal and the interest. The CPN is post-dated for one year with a 365 day maturity. The Funder discounts the Corporate Promissory Note and deducts the mutually agreed upon discount amount from the face value and delivers the balance of the funding proceeds. The Funder shall collect full face value of the promissory Note on maturity after 365 days.
 - b) As a Pre-condition to the delivery of the Funding proceeds, the receiving Bank must choose and execute ONE of the following options in order to qualify for Funds delivery;
 - i. The Clients' Bank provides a verifiable Bank responsible AVAL onto the Promissory Notes and confirms the veracity of the Promissory Notes via SWIFT.
 - ii. The Clients Bank provides Bank declaration via bank responsible SWIFT in accordance to the terms reflected in the Funding Agreement, undertaking to cover the repayment of the Promissory Note in the event of default by their Client.
 - iii. In the event that the Clients Bank chooses to cover and secure their CPN by issuing a eg. STANDBY LETTER OF CREDIT(SBLC), then a specimen of the SBLC must be submitted along with the Application for preapproval by the Funder.
 - c) The face value and the maturity date of the bank instrument, must exactly match that face value and the maturity date of the CPN.
 - d) The said Bank instrument shall be issued and delivered via in a NON-OPERATIVE status
 - e) Once the funding proceeds are at the counters of the receiving Bank the Bank Instrument automatically becomes LIVE and OPERATIVE, and becomes a legal and financial obligation of the Bank and the Client.
 - f) A Draft Specimen of the aforementioned Bank instruments shall be supplied in advance upon request for pre-approval by the Provider.
*The Client must indicate in writing which of the above options has been chosen in their initial application
3. The Client is supplied with a Term Sheet to be reviewed and signed with their bank, and upon acceptance, the Term Sheet is signed by the Client and stamped by their Bank as "Acknowledged" with no legal or financial liability.
4. Upon receipt of the Term Sheet executed, the Client has the option of providing a verifiable Bank Commitment Letter, confirming that that receiving Bank will support the transaction under the terms of the Funding service.
5. In the event that the Client does not provide a Bank Commitment Letter, then other option is to open Escrow and The Funder arranges for an Escrow Agreement to be delivered to the Client. Escrow must be opened by the Client and a deposit of 50,000 Euro (for every EUR / USD\$100 Million in Face Amount) becomes due. The Escrow deposit is duly transferred by the Client to the designated independent third-party escrow facility as per the supplied Escrow Agreement.
6. When the escrow deposit is received by the Escrow Agent a Funding Agreement is delivered to the Client to be shared with their financial institution for review and execution.
7. Upon the receipt by the Funder of the executed Funding Agreement, the Funder arranges with the Client to contact the Client's Bank via e mail to qualify the transaction.

8. The Client pre-arranges for his bank to respond via e-mail confirming their support for the transaction thereby qualifying for the transaction and selects one of the options as referenced above in section #2, to be used to secure the Funds with the final format and wording to be agreed between the Issuing Bank and the Client's bank.
9. The above Bank commitment will meet the "condition precedent" in the Funding Agreement, and will qualify the client for the transaction. Once this bank commitment is verified the Funder will arrange for the Issuing Bank to engage directly with the Client's bank on a bank-to-bank basis.
10. Both banks mutually qualify the transaction to their satisfaction, conduct the required due diligence and negotiate the undertaking and commitments to be exchanged via SWIFT.
11. Both banks effect, transmit and exchange their respective undertakings via SWIFT as agreed.
12. Upon receipt of the required commitment from the Client's bank, the Funder's bank discounts the CPN as agreed in the funding agreement and delivers the Funding proceeds via SWIFT Transfer to the counters of the Client's bank to be exchanged for the CPN which has been secured using one of the options exercised by the Clients Bank.
13. Upon acceptance of the funds by the Client's bank, the CPN is automatically activated and becomes legally binding financial obligation.
14. The original hard copy of the secured CPN is then immediately delivered via bank bonded courier to the funding bank.
15. The Escrow deposit is refunded to the Client, upon the acceptance of the funding proceeds by the Client's bank. (If applicable)
16. In accordance to the terms of the Funding agreement, the Funder claims settlement at the counters of the Clients Bank against the secured CPN on maturity, 365 days after the delivery of the funds.

We, the undersigned client, have fully reviewed, understood and accepted the above procedure and hereby fully accept the related terms and conditions stated herein ,

Dated on the _____ day on the month of _____ 2021

Authorized signatory

Name:

Title:

Seal:

The above signatory has the right to bind the corporation.

SPECIMEN FOR THE FUNDING AGAINST PROMISSORY NOTE
BANK COMMITMENT

(OFFICIAL BANK LETTERHEAD)

(DATE)

COMPANY :
ADDRESS :
ATTENTION :
COMPANY OFFICER :
POSITION/ TITLE :

REFERENCE: FUNDING AGREEMENT FOR PROMISSORY NOTES
NO..... WITH _____ COMPANY (FUNDER).

DEAR SIR/ MADAM:

1. AS A BANK, WE ARE AWARE OF THE DETAILS OF THE ABOVE REFERENCED AGREEMENT, WHICH INVOLVES FUNDING OF ONE CORPORATE PROMISSORY NOTES IN YOUR FAVOR WITH A FACE VALUE OF USD /EURO 000,000,000.00
2. WE ARE WILLING TO RECEIVE AND DIRECT THE FUNDING PROCEEDS AGAINST THE SAID ONE (1) YEAR CORPORATE PROMISSORY NOTES TO YOUR ACCOUNT.
3. WE HEREBY PROVIDE THE FOLLOWING UNDERTAKINGS AS A PRE-CONDITION TO RECEIPT AND DELIVERY OF THE FUNDING PROCEEDS AGAINST THE SAID CORPORATE PROMISSORY NOTES;
 - I. TO CONFIRM THE VERACITY OF THE CORPORATE PROMISSORY NOTES, THROUGH BANK RESPONSIBLE CHANNELS VIA SWIFT, **PRIOR** TO EXCHANGING THE SECURED EXECUTED CORPORATE PROMISSORY NOTES FOR THE FUNDING PROCEEDS, THAT HAVE BEEN DELIVERED TO OUR COUNTERS IN THE AMOUNT OF USD/EURO 000,000,000.00
 - II. TO CONCURRENTLY EXCHANGE THE EXECUTED CORPORATE PROMISSORY NOTES WHICH HAVE BEEN SECURED WITH AN ACCEPTABLE ONE YEAR STANDBY LETTER OF CREDIT (SBLC)/ BANK GUARANTEE (BG) (AS PER FUNDING AGREEMENT) FOR THE FUNDING PROCEEDS THAT HAVE BEEN DELIVERED TO OUR COUNTERS IN THE AMOUNT OF USD /EURO 000,000,000.00, WITHOUT PROTEST OR DELAY;
4. AS A BANK CREDIT ARRANGEMENTS HAVE BEEN APPROVED AND MADE WITH THE CLIENT, WHICH HAVE ALLOWED US TO ADD OUR COVER, TO SECURE THE SAID CORPORATE PROMISSORY NOTES;
5. BY SIGNING BELOW, WE HEREBY CONFIRM THAT WE HAVE BEEN GRANTED THE AUTHORITY FROM OUR BOARD OF DIRECTORS, TO COMMIT OUR COVER TO PROVIDE THESE UNDERTAKINGS;

WE, THE UNDERSIGNED, UNDERSTAND THAT THE CONDITIONS SHOWN ABOVE, FORM AN INTEGRAL PART OF THE REFERENCED AGREEMENT AND YOU HAVE AUTHORIZED US TO SHARE THIS INFORMATION WITH SWISS SECURITIES COMPANY.

NAME : _____
TITLE : _____
SIGNATURE : _____

NAME : _____
TITLE : _____
SIGNATURE : _____

DEMAND GUARANTEE – SPECIMEN 2021

We, _____ Bank., with address located at _____ hereby irrevocably undertake to pay immediately to XXXXX Company (Funder), upon your first demand, any amount up to; XXX Hundred Million Euro (€000,000,000.00) including Principal, Interest and all other charges, upon receipt of your written request for payment duly signed in original or by authenticated SWIFT stating that the Borrower, _____, has not repaid the amount claimed under this guarantee on the due date.

The said Payment shall be made, irrespective of the validity and or the legal effects of any contractual or credit relationship and waiving all rights of objection and defense arising therefrom;

This guarantee shall become fully operative, only upon delivery of good clean and cleared funds of non-criminal origin, in the amount of €000,000,000.00, received at the counters of _____ Bank London, UK.

Our guarantee is valid until _____, 2021 and expires in full and automatically, irrespective of whether the present instrument is returned to us or not, should your written request and your confirmation by authenticated SWIFT not be in our possession by that date at our counters in London, England.

This guarantee is governed by English Law under the Jurisdiction of the English Courts and performance is subject to (URDG) Uniform Rules for Demand Guarantees, Paris, ICC 758 (or revision thereof).

For an on behalf of _____ Bank, London,
U.K. The undersigned are authorized to bind the Bank Place / Date

Bank Officer
Name
Title
PIN

Bank Officer
Name
Title
PIN

Draft Promissory Note

Ref No.

DATE: th 2021
CITY, COUNTRY

AMOUNT:USD\$XXX,000,000.00

PER
BANK AVAL

BANK SEAL

ON, , 2021, FOR VALUE RECEIVED, WE, (Applicants Corp Name)., PROMISE TO PAY AGAINST THIS PROMISSORY NOTE TO THE ORDER OF _____ COMPANY(FUNDER), WITH BUSINESS ADDRESS AT _____ THE SUM OF

XXXX MILLION EURO

PN entered in bank books
with Reg. Nr.....

EFFECTIVE PAYMENT IS TO BE MADE IN EURO, WITHOUT DEDUCTION FOR AND FREE OF ANY TAXES, IMPOST, LEVIES OR DUTIES PRESENT OR FUTURE OF ANY NATURE.

BANK OFFICER
SIGNATURE

Name/Title of Bank Officer
ID Nr.....

THIS PROMISSORY NOTE IS PAYABLE AT THE OFFICES OF:
BANK NAME:
BANK ADDRESS:

BANK OFFICER
SIGNATURE

Name/Title of Bank Officer
ID Nr.....

ISSUED BY: (Applicants Company name/address)

SIGNATURE: (Name of Authorized Signatory)
TITLE:

SPECIMEN FOR THE FUNDING AGAINST PROMISSORY NOTE

BANK COMMITMENT

(OFFICIAL BANK LETTERHEAD)

(DATE)

COMPANY :
ADDRESS :
ATTENTION :
COMPANY OFFICER :
POSITION/ TITLE :

REFERENCE: FUNDING AGREEMENT FOR PROMISSORY NOTES

NO..... WITH _____ COMPANY (FUNDER) .

DEAR SIR/ MADAM:

1. AS A BANK, WE ARE AWARE OF THE DETAILS OF THE ABOVE REFERENCED AGREEMENT, WHICH INVOLVES FUNDING OF ONE CORPORATE PROMISSORY NOTES IN YOUR FAVOR WITH A FACE VALUE OF USD /EURO 000,000,000.00
2. WE ARE WILLING TO RECEIVE AND DIRECT THE FUNDING PROCEEDS AGAINST THE SAID ONE (1) YEAR CORPORATE PROMISSORY NOTES TO YOUR ACCOUNT.
3. WE HEREBY PROVIDE THE FOLLOWING UNDERTAKINGS AS A PRE-CONDITION TO RECEIPT AND DELIVERY OF THE FUNDING PROCEEDS AGAINST THE SAID CORPORATE PROMISSORY NOTES;
 - I. TO CONFIRM THE VERACITY OF THE CORPORATE PROMISSORY NOTES, THROUGH BANK RESPONSIBLE CHANNELS VIA SWIFT, **PRIOR** TO EXCHANGING THE SECURED EXECUTED CORPORATE PROMISSORY NOTES FOR THE FUNDING PROCEEDS, THAT HAVE BEEN DELIVERED TO OUR COUNTERS IN THE AMOUNT OF USD/EURO 000,000,000.00
 - II. TO CONCURRENTLY EXCHANGE THE EXECUTED THE CORPORATE PROMISSORY NOTES FOR THE FUNDING PROCEEDS THAT HAVE BEEN DELIVERED TO OUR COUNTERS IN THE AMOUNT OF USD /EURO 000,000,000.00, WITHOUT PROTEST OR DELAY;
4. AS A BANK CREDIT ARRANGEMENTS HAVE BEEN APPROVED AND MADE WITH THE CLIENT, WHICH HAVE ALLOWED US TO ADD OUR COVER TO THE CORPORATE PROMISSORY NOTES;
5. BY SIGNING BELOW, WE HEREBY CONFIRM THAT WE HAVE BEEN GRANTED THE AUTHORITY FROM OUR BOARD OF DIRECTORS, TO COMMIT OUR COVER TO PROVIDE THESE UNDERTAKINGS;

WE, THE UNDERSIGNED, UNDERSTAND THAT THE CONDITIONS SHOWN ABOVE, FORM AN INTEGRAL PART OF THE REFERENCED AGREEMENT AND YOU HAVE AUTHORIZED US TO SHARE THIS INFORMATION WITH _____ COMPANY (FUNDER) .

NAME :
TITLE :
SIGNATURE : _____

NAME :
TITLE :
SIGNATURE _____