

**AG Finance TradeXpert**

**Purchase Owned KTT MT103 One-Way Deposit Requirement**

**The following Deposits are required to be paid by clients immediately after the LOI is signed by all parties.**



We conduct a thorough Due Diligence on all Applications to Verify you meet our High Standards for Consideration of Acceptance.

Submission of this application does not guarantee acceptance.

Required deposit will be refunded only if AG Finance TradeXpert LLC fails to deliver the Bank Instrument as per this agreement base on our Privacy & Refund Policy.

**IMPORTANT: COMPLETE FORM & DELIVER INFORMATION ELECTRONICALLY IN PDF FORMAT TO:**helpdesk@agfinancetradexpert.com

*We* DO NOT *issue Bank Instruments over 500 Million as transactions with Bank Instruments Larger than 500 Million often get caught in every Bank and Governments Compliance Department delaying the transaction for months because it exceeds normal bank and government thresholds. If you want to do Larger Transactions, we recommend doing a series of 500 Million transactions to achieve your goals.*

**1.PROGRAM CONFIRMATION & ELIGABILITY DECLARARION**

I residing at address:

 City State Country:

Hereby confirm the following:

1. **Program Confirmation**

I would like to apply for enrolment and acceptance into the following selected program:

**[\_\_] Purchase a Owned KTT MT103 One-Way for a Value of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [ ] USD / [ ] Euros**

1. **Eligibility Declaration**

I confirm that neither I or any person or company I represent is in ANY of the following categories that The AG Finance TradeXpert LLC will NOT provide service to:

We DO NOT provide ANY services to Passport holders or Businesses from the following countries:

* Afghanistan
* Libya
* North Korea
* Sudan
* Syria
* Yemen

**Your Signature: Your Name:**

**Date Signed: / /**

**2.CLIENT INFORMATION SHEET**

In accordance with Articles 2 through 5 of the Due Diligence Convention and the Federal Banking Commission Circular of December 1998, and under the US Patriot Act of 2002, as amended in February 2003 concerning the prevention of money laundering and 305 of the Swiss Criminal Code and Anti Money Laundering Act, the following information may be supplied to banks and/or other financial institutions for purposes of verification of identity and activities of the Client described below, and the nature and origin of the funds which are to be utilized. The foregoing is subject to agreement by all parties to whom this information is provided that they are obligated to respect the privacy rights of the Client and all individuals described herein, as well as the generally accepted professional standards relating to the maintenance of confidential information, and to take all appropriate precautions to protect the confidentiality of the information contained herein, This legal obligation shall remain in full force indefinitely without restriction.

**Corporate**

Full Name of Institution :

Registration Number :

Date of Registration :

Domicile /Jurisdiction :

Postal Address :

Registration Address :

Physical Address :

(if different from Registration Address)

Business Telephone Number :

Business Facsimile Number :

E-mail Address :

Website :

Corporate Officer 1 and Title :

Corporate Officer 2 and Title :

Business Trading Type / Description :

Insert Client Letterhead Here

**Details of Signatory to Contract – Corporate & Individual**

First Name :

Last Name :

Date and Place of Birth :

Nationality :

Passport Number :

Date of Issue of the Passport :

Expiry Date of the Passport :

Title in the Corporation :

Mobile Phone Number :

Home Address :

Home Telephone Number :

Home Facsimile Number :

E-mail Address :

Legal Advisor Name :

Legal Advisor Address :

Legal Advisor Telephone Number :

Legal Advisor Facsimile Number :

Do you speak English? :

If no, what language? :

*If English is not listed, please provide the name and co-ordinates of a person you designate to translate from English to your preferred language.*

Translator Name :

Translator Address :

Translator Telephone Number :

Translator Facsimile Number :

Translator E-mail Address :

**Details of the Bank Account – Where your Deposit Funds are held**

Bank Name :

Bank Address :

Bank Swift Code :

Account Name :

Account Number :

Account Signatory Name and Title :

Bank Officer Name and Title :

Bank Officer Telephone Number :

Bank Officer Facsimile Number :

Bank Officer E-mail Address :

Describe the Origin of Deposit Funds:

1. **DECLARATION OF NON-SOLICITATION AND FUNDS OWNERSHIP SHEET**

I, warrant and attest, with full personal and corporate responsibility that as the beneficial owner; I have full legal title and authority with no governing restrictions over the herein described Bank Instrument.

We hereby grant THE TRANSACTING PRINCIPALS and/or The AG Finance TradeXpert LLC full permission and authority to verify, confirm, and reconfirm said collateral and/or assets on a bank-to-bank basis and conduct standard background checks of the collateral and/or assets, and the corporate entity owning such.

I warrant and attest that I have not authorized or offered to any other party, consultant, broker or investor the placement of the collateral and/or assets defined herein nor have I shopped the collateral and/or assets to any other financial broker, consultant or company in the last 8 weeks.

I certify and attest that at no time has your organization or any agent and / or appointee on your behalf made any offer or solicitation.

I, attest and warrant with full responsibility under the penalty of perjury that:

1. *The available Proof of Funds listed in this Application are from good, clean, cleared sources, free and clear of security interests or similar interests of any kind or nature whatsoever.*
2. *I or the company I act for are the full owners of the Proof of Funds.*
3. *The Proof of Funds have been legitimately earned and obtained from non-criminal & non-terrorist origins.*
4. *The Proof of Funds are free and clear of any liens or encumbrances and the Proof of Funds are under my signatory control, immediately available and freely transferable without consent of any third party.*
5. *The Proof of Funds are legally earned, taxed, and include no independent third-party managed funds.*
6. *The Proof of Funds owner is not a party to a lawsuit or pending adverse legal action, further, there are no pending contracts existing, or about to exist, that could affect the said funds.*
7. *All information supplied in the documentation submitted with this Application and the funds involved, are not in violation of the Patriot Act of October 26, 2001, and amendments thereto, with its related financial crimes counterparts however interpreted, defined and enacted, whether within the United States or any other international jurisdiction.*

I, as Account Holder and duly Authorized 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 Private Financial Opportunities 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, Interpol, any countries Financial Market Authority, nor any agency whose purpose is to gather information regarding such transactions or offerings.

I understand that any contemplated transaction is strictly one of a private nature, 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 public 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.

I acknowledge that submission of this application is no guarantee of acceptance, that no reason for being declined needs to be given, nor do I have a right to appeal any decision. I agree that regardless of the outcome with my application I will not to make any negative public or private statement either in writing or verbally to any other party, website, media company or person.

The electronic or facsimile transmission of these documents shall be considered a binding and enforceable instrument, treated as original copy. Original may be obtained upon request.

I, hereby declare with full personal and corporate responsibility under penalty of perjury that the information given within this application true and correct, genuine and accurate, that I have had the opportunity to consult appropriate professional accounting and legal advice and that I have read and voluntarily agree to all statements in this documentation without reservation or hesitation.

By:

Signed Date / /

Title Passport Number

Insert Client Letterhead Here

1. **BOARD OF DIRECTORS CORPORATE RESOLUTION**
2. **SHEET**

A special meeting of the Board of Directors of ( ) (hereinafter referred to as “Corporation”) was duly held in accordance with the Articles of Association/By Laws of the Corporation on the / /

Present at the meeting were the following Directors:

The meeting of the Directors undertook the following Corporate Resolution, which has been recorded in the Minute of the Book of the Corporation.

It was unanimously resolved to utilize funds/assets with a value of on deposit at (Bank Name) for an investment or private financial opportunity.

Additionally it was unanimously resolved, that Authorized Persons Nameof the Corporation who is the authorized signatory of the (KTT MT-103 One-Way) Bank Instrument, is authorized to use the full companies corporate authority, to enter into instrument monetization, sale, trading and fee agreements as necessary, to make selections as to which investment, monetization, sale, trading or private financial opportunity will best suit the placement of these funds/assets so as to assure the anticipated financial returns and to receive and distribute all profits from the investment, monetization, sale, trading or private financial opportunity.

The necessary authority and powers required to undertake these tasks and responsibilities are hereby granted to:

Name: :

Passport No. :

Country of Origin: :

It is therefore, unanimously resolved that the appointed officer above shall have the authority to negotiate all details and sign the final contract with the officer representing the investment, monetization, sale, trading or private financial opportunity and associated authorities or bank officers.

There being no further business, the meeting was declared adjourned, and in witness thereof, the directors signed below on the date first written above.

Signed and sealed this date of / /

Signature: Full Legal Name:

Title: Passport #:

Passport Issuing Country:

**Insert Full Color Photo of your Passport Here**

1. **PASSPORT**

I, hereby declare with full personal and corporate responsibility under penalty of perjury that the passport above is mine and is true and correct, genuine and accurate.

By:

Signed Date / /

Title Passport Number

Insert Client Letterhead Here

**Insert Full Color Photo Below of Your Current Bank Statement**

**OR Online Banking Account Balance**

Must be Good Clear Photo and NOT Sanitized with Information Obstructed or Hidden

1. **PROOF OF FUNDS – Minimum Balance Required**
2. **EVIDENCE**

I, hereby declare with full personal and corporate responsibility under penalty of perjury that the Proof of Funds balance above is true and correct, genuine and accurate as of the date I have signed this declaration and that the funds above are under my direct control, earned freely and legally, are not from any criminal activity or origin and are unencumbered and available to complete any transaction the corporate resolution in this application requires.

By:

Signed Date / /

Title Passport Number

PARTIES AND PURPOSE

**7. NON-SOLICITATION, NON-CIRCUMVENTION, NON-DISCLOSURE, NON-DISPARAGEMENT AGREEMENT**

1. **EVIDENCE**

*The undersigned are potentially and mutually desirous of doing business with respect to the arranging a financial transaction in cooperation with one another and with potential third parties for the mutual benefit of all. It is their intention that the information exchanged among the signatories in the course of doing business, as well as the documents which will be generated subsequent to the execution of this Agreement, including but not limited to Buyers, Financers and Sellers identity, their websites or any electronic information and data, letters of intent, full corporate offers, bank comfort letters, contract terms and conditions, project plans and details, business and finance plans, financial and banking details or pre-advised payment instruments, and/or any information contained in such documents, will not be passed, under any circumstance, to another intermediary or broker or trader of any other company or private person who is not an end buyer or end supplier, without prior specific written consent of the party or parties generating or without proprietary rights to such information and/or documentation.*

*This Agreement shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives, successors, clients and assigns (hereinafter collectively referred to as ‘The Parties’) jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed to below. Furthermore, whenever this Agreement shall be referenced in any subsequent document(s) or written agreements, the terms and conditions of the Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement that are in any way a component of what shall hereinafter be referred to as ‘The Project’ or ‘The Transaction’.*

NOW, THEREFORE, IT IS MUTUALLY AGREED

AGREEMENT NOT TO DEAL WITHOUT CONSENT

*The Parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other’s’ interest, or the interest or relationship between The Parties, by means of any procedures, sellers, buyers, consultants, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions, or the continuance of pre-established relationships, or to intervene in un-contracted relationships with manufacturers or technology owners, intermediaries, entrepreneurs, legal counsel, or to initiate and buy/sell or any transactional relationship that by-passes one of The Parties in favor of any other individual or entity, in connection with the subject Transaction or Project or any related future Transaction or Project.*

RELATIONSHIPS AND PREVIOUS RELATIONSHIPS

*If either Party has already established a previous relationship with the parties to a transaction or the contract introduced in the specific transaction, the Party with the previous relationship or transaction will immediately notify the other Parties by email or fax outlining the prior relationship and in that specific case, the Party with the previous relationship or transaction will be exempt from the non-circumvention clause of this Agreement. The other Party reserves it abilities and right to dispute the existence of prior relationship. Furthermore, The Parties agree that this Agreement shall not be construed to impede the development of normal day-to-day business relationships regardless of the existence of a pre-existing relationship on the part of either Party, such as, other direct seller’s portfolios and including but not limited to lenders and other mortgage brokers.*

AGREEMENT NOT TO DISCLOSE

*The Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any unauthorized individual or entity any confidential information provided by one party to another, including but not limited to contract terms, product information or manufacturing processes, prices, fees, financial agreements, schedules and information concerning the identity of sellers, producers, buyers, lenders, borrowers, consultants distributors, refiners, manufacturers, technology owners, or the representatives of any of the above, as well as names, addresses, principals or telex/fax/telephone numbers, references to product or technology information and/or any other information deemed confidential or privileged within the broadest possible scope of The Project or The Transaction without prior specific written consent of the party or parties generating or with proprietary rights to such information.*

AGREEMENT TO HONOR COMMISSIONS

*The Commissions will be paid between the Parties to this agreement as agreed to for each separate and individual transaction which will be detailed in a separate written Agreement. Commissions shall be paid through the designated paymaster, at the close of the transaction. All Parties herein unconditionally agree and guarantee to honor and respect all such irrevocable fee agreements.*

AGREEMENT TO INFORM

*In the specific situation where a Party acting as an agent of the parties to this agreement or a buyer’s representative and any associated parties to this the seller to deal directly with one another, said Party 2 in this agreement shall be informed of the subsequent development of all transactions between the buyer or the buyer’s representative, and shall be provided timely copies of all pertinent developmental and/or transactional correspondence and documentation relative thereto by the buyer or the buyer’s representative and/or the seller.*

NON-DISPARAGEMENT

*Party 1 agrees to act with Privacy and Confidentiality by protecting the personal and professional reputation of Party 2 by agreeing that, neither it nor any of its Affiliates, employees, investors, family, friends or Associates will directly, indirectly or anonymously, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing) including web sites, media, or social media, any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory, disparaging, critical of, or negative toward Party 2 or any of its directors, officers, affiliates, subsidiaries, employees, agents or representatives or any party associated with any transaction being facilitated by Party 2. In the event Party 1 breaches this Non Disparagement Clause, Party 2 is immediately and automatically to be awarded liquidated damages of $1,000,000 (One Million) USD for each proven public disparaging statement and $500,000 (Five Hundred Thousand Dollars) USD for each proven private disparaging statement and Party 2 will have the full legal right to pursue any and all legal remedies against Party 1 including court action to enforce this clause and collect any liquidated damages amounts owed by Party 1. Nothing in this clause shall prevent any person from testifying when subpoenaed or required by law by a Government Agency.*

TERM

*This Agreement shall be for ten years commencing from the date of this Agreement. This Agreement may be renewed for an additional ten years, subject to and upon the terms and conditions mutually agreed between and among the signatories. The Parties agree not to make contact with, solicit, deal with, or otherwise to be involved in any transaction(s) with regard to source, contact, trust, strategic partner and/or any other entity that the other Party introduces to or discusses with the other Party for a period of 18 months after termination of this Agreement. The term may be extended automatically if the project is not closed during that time. This Agreement shall apply to: All transactions originated during the term of this Agreement; and all subsequent transactions that are follow up, repeat, or extended transactions or renegotiation(s) of transactions originated during the terms of this Agreement. Each Transaction shall be registered by the parties or their representatives and a record maintained of Date, Party, project and results and sent to all parties as it changes. This agreement supersedes any prior agreement.*

INJUNCTIVE RELIEF AND PENALTIES

*The Parties agree that in the event there is a violation of this Agreement, the Non-Violating Party is entitled to immediate injunctive relief as awarded or instructed by an Arbitrator under the terms of the Arbitration clause in this agreement. Furthermore, any violation of this Agreement is enforceable by a penalty of actual damages, per incident and such penalty shall apply to any and all subsequent transactions with that source, contact, trust, client, strategic partner and/or other entity. This penalty shall survive the term of this Agreement and all extensions and rollovers.*

AGREEMENT NOT TO CIRCUMVENT

*The Parties agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of The Parties with the full knowledge and acquiescence of all necessary Parties, whether or not such fees, commissions remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of The Parties.*

ARBITRATION

*All disputes arising out of or in connection with this Agreement with the exception of the Non Disparagement Clause shall be fully and finally resolved by arbitration in accordance with the appointment of one professional Arbitrator in the country of Panama as decided by Party 2. All such arbitration awards shall be binding on all Parties and enforceable by law. Party A in this agreement consents willingly to waive all rights to engage in any legal action in any court in any jurisdiction and agrees that any and all disputes between the parties with the exception of the Non Disparagement Clause will be resolved solely by way of Arbitration.*

*The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse in court by or through any other means, in so far as such waiver can validly be made.*

*Each of Parties named in an Arbitration proceeding and/or required to appear under such a proceeding, unless otherwise agreed, shall be responsible for its own legal expenses. The prior sentence notwithstanding, any Party adjudged by the Arbitrator to be in material breach of this Agreement shall compensate in full the aggrieved party, it's heirs assignees and/or assigns, for the total remuneration received as a result of business conducted with the Parties covered by this Agreement, plus, subject to the determination of the Arbitrator reasonable arbitration costs, legal expenses, and other charges and damages incurred relative to its dealings with banks, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the aggrieved party, notwithstanding any other provisions of the awarded.*

FORCE MAJEURE

*Each of the Parties shall not be considered or adjudged to be in violation of this Agreement when the violation is due to circumstances beyond its reasonable control, including but not limited to Acts of God, natural disasters, civil disturbances, war, fire, floods, strikes and failure of third parties to perform their obligations to either Party. As a condition to the claim of no-liability the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause.*

AGREED AND ATTESTED

*Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as an individual, corporate body or on behalf of a corporate body.*

NOTE: *Initial, Date and Sign all pages in sequence including all parties representing the Party 1 and Party 2.*

Party 1:

Company Name:

Address:

Phone:

Email:

Signature Date / /

Print Name & Company Position

Party 2

Company Name: The AG Finance TradeXpert LLC

Email: Helpdesk@agfinancetradexpert.com

Website: [www.agfinancetradexpert.com](http://www.thehansongroupofcompanies.com)

Signature

Joseph Bin Zamani – President

(LOI) LETTER OF INTENT

 (MOU) MEMORANDUM OF UNDERSTANDING

LIMITED AGREEMENT:

This Agreement shall remain valid and in full force, subject to not being signed by both parties, for ten (10) calendar days only. This transaction must be fully completed within the period of three (3) months of signing this Contract by both Parties.

Date:

To: **The AG Finance TradeXpert LLC**

I, holder of Passport Number: issued by , hereby confirm with full legal and corporate responsibility, and under penalty of perjury, that we are ready willing and able to lease with good, clean, clear and unencumbered funds of non-criminal origin through our banking source, Bank Instruments, under the terms and conditions stated herein. Normal ethical standards shall apply.

PURCHASER’S FULL INFORMATION

|  |  |
| --- | --- |
| Corporate Name: |  |
| Mailing Address: |  |
| Country: |  |
| Represented by: |  |
| Corporate Title: |  |
| Citizenship: |  |
| Passport No / Valid: |  |

Hereinafter referred to as the **'Beneficiary',** on one part, and

SELLER’S FULL INFORMATION

|  |  |
| --- | --- |
| Corporate Name: |  |
| Mailing Address: |  |
| Country:  |  |
| Represented by:Corporate Title:Citizenship:Passport No / Valid: |  |

Hereinafter referred to as the **‘Provider'**, on the other part, orif the Provider and the Beneficiary collectively, then hereinafter referred to as the **‘Parties’**.

**WHEREAS,** the Beneficiary desires to receive a collateral facility from the Provider, in form of **Bank Instruments (BANK INSTRUMENTS)** for the purpose to secure working capital and proper management of his daily business, and further confirms with full corporate and legal responsibility that sufficient funds are available to cover the costs of the said purchases.

**WHEREAS,** the Provider accepts Beneficiary’s application for the collateral facility, in form of BANK INSTRUMENTS, by issuing and transferring to the Beneficiary all its rights on BANK INSTRUMENTS Title and any other interest, plus further represents and warrants that it has the ability and resource to cause the issuance and arrange through associates, contracts and sources, with full corporate responsibility, such financial instrument(s) as required and as per terms mutually agreed herein. The Provider hereby declares, under full penalty of perjury, that each BANK INSTRUMENTS will be backed by good, clean, cleared, and of non-criminal origin cash funds, free and clear of all liens, encumbrances and any third party interests. The Beneficiary agrees to return the BANK INSTRUMENTS to the issuing Bank 15 days prior to the Bank Instruments expiry date.

**NOW THEREFORE,** the Beneficiary has agreed to receive the instrument(s) at certain cost and the Provider has agreed to issue/deliver said instruments based on the following terms and conditions. Both parties agree the terms of this agreement are binding upon the parties upon execution by both parties.

BANK INSTRUMENT PARTICULARS

Instruments: Fully Cash Backed/Bank Instruments (Standard ICC format)

Age: Fresh Cut

Interest Rate: Zero Coupons

Term: One (1) year and One (1) day

Currency: [\_\_] USD [\_\_] EUR

Bank Menu:

Amount:

Initial Deposit: € XXXXX (XXXXX Thousand Euro)(Adjust per Table Page 1)

InvoicePrice: Eighteen (18%) Percent of the Face Value less the Initial Deposit Paid.

Intermediary Fees: Two Percent (2%) of Face Value payable by Purchaser

First Tranche:

Subsequent tranches:As per agreed tranching schedule

Delivery: Issuing Bank sends preadvice via KTT MT-799, instrument is then sent via KTT MT-103 One-Way. Hard copy of Instrument will be delivered to Purchaser’s Bank via Bank Bonded courier within 7 banking days after receipt and authentication of payment.

Payment: Within 5 banking days after receipt and authentication of KTT MT-103, Beneficiaries Bank will release payment to Providers Bank via SWIFT MT-103 in accordance with terms and conditions in this agreement.

TRANSACTION PROCEDURES VIA KTT

1. Provider and Beneficiary execute, sign and initiate this Letter of Intent / Memorandum of Understanding, which thereby automatically becomes a full commercial recourse contract agreement.
2. One Banking day the Provider Bank Endorsed this agreement guarantee the Beneficiaries payment for the:
* KTT Transmission (KTT MT-799 and KTT MT-103 One-Way)
* Portfolio Reservation Cost (KTT MT-103 One-Way)
* Beneficiary Verification
* Bank Delivery Coordinates Compliance Assessment
1. Beneficiary, within two (2) international banking days, instructs his Bank to send swift transmission/portfolio reservation cost of €XXX,XXX (XXX,XXX Thousand Euro)(Adjust per Table Page 1) by wire transfer to the Providers provided receiving bank coordinates, and emails a copy of the wire transfer receipt to the Provider.
2. Within three (3) banking days after the Providers Bank has received above bank swift transmission/portfolio reservation cost, Provider will instruct his issuing bank to cut the KTT MT103 One-Way for the Beneficiary and schedule its delivery to the Beneficiaries Bank.
3. Within ten (10) banking days Provider sends KTT MT-799 Pre-Advice to the Receiver’s bank asking, “Are you ready to receive KTT MT-103 One-Way Bank Instrument, verify and pay by SWIFT MT103 in five (5) calendar days according to Transaction Code No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_?”
4. Within three (3) banking days thereafter Receiver’s Bank sends a KTT MT-799 to Provider’s bank “Yes, Confirmed, we are ready to receive KTT MT-103 One-Way with Bank Instrument, verify and pay by SWIFT MT103 in five (5) calendar days according to Transaction Code No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_?” (Beneficiary shall provide a copy of said MT799 to the Provider by email).
5. Within three (3) banking days thereafter, Provider Bank shall send the Bank Instrument by KTT MT-103 One-Way.
6. The Receiver’s bank receives, confirms and verifies the KTT MT-103 One-Way Bank Instrument and the Receiver Bank pays within five (5) calendar days to Provider the amount of 18% Face Value + 2% consultancy fees/commissions, as per the Irrevocable Master Fee Protection Agreement (IMFPA).
7. Should Receiver default to pay the payment to the Sender and the Intermediaries fees as agreed in this Confidential Agreement within allowed number of days after receipt of KTT MT-103 One-Way, Provider shall instruct the issuing bank to put a claim on the Bank Instrument thereby forcing the Receiver's bank to return the KTT MT-103 One-Way Bank Instrument to the issuing Bank and any payment made by the beneficiary is considered non-refundable.
8. Providers bank, within seven (7) banking days of receipt of full payment for the Bank Instruments, sends the hard copy original BANK INSTRUMENTS to the Beneficiary’s Bank by bank-bonded courier.
9. If after the previous period, the payment has not be made or bank payment undertaking has not been received, the provider will proceed with the cancellation of the bank instrument and any payment made by the beneficiary is considered non-refundable.
10. All subsequent tranches will be based on the same procedures until collateral or funds become exhausted.

**PROVIDERS BANK COORDINATES**

|  |  |
| --- | --- |
| Bank Name |  |
| Bank Address |  |
| Account Holder |  |
| SWIFT Code |  |
| Account Number |  |
| IBAN Number |  |
| Bank Tel |  |
| Bank Officer Name |  |
| Bank Officer Email |  |

**SELLER RESERVES the right to USE ANY BANK ACCOUNT TO RECEIVE HIS FEE and to change his bank coordinates by giving 24 hours’ notice to the other party.**

**(IT’S OUR BANK REGULATIONS AND PROCEDURE)**

**BENEFICIARY BANK COORDINATES**

|  |  |
| --- | --- |
| Bank Name |  |
| Bank Address |  |
| Account Holder |  |
| SWIFT Code |  |
| Account Number |  |
| IBAN Number |  |
| Bank Tel |  |
| Bank Officer Name |  |
| Bank Officer Email |  |

IRREVOCABLE FEE PROTECTION AGREEMENT

Irrevocably and unconditionally, without protest, demand or delay, I, as authorized signatory and CEO of having Passport Number issued by promise and guarantee to pay consultancy fees of Two Percent (2%) of the face value of the instruments, for the benefit of the consultants being hereinafter called collectively the “beneficiaries” and individually a “Beneficiary”.

The said consultancy fee shall be paid upon the successful closing of each and every tranche concurrently with each payment of the instruments purchased by us. Further, the said consultancy fees shall be paid in good, clean clear and unencumbered Euros/Dollars and delivered, via wire transfer, to your designated trust/bank account coordinates.

We confirm that upon the execution of this “Fee Protection Agreement” this document is our Irrevocable Pay order. This Agreement Pay Order. This pay order shall remain in effect until this transaction, including any renewals, extensions and additions are fully completed.

In recognition for the services rendered towards the completion of the contractual formalities and the commencement of the above referenced transaction, we the undersigned Payor, hereby irrevocably and unconditionally, without protest, demand or delay, guarantee and promise to pay consultancy fees of two Percent (2.0%) of the face value of each instrument, for the benefit of the consultant groups (hereinafter called collectively the “beneficiaries”) representing Master Paymaster account.

The said consultancy fee shall be paid upon the successful closing of each and every tranche concurrently with each payment of the instruments purchased by us. Further, the said consultancy fees shall be paid in good, clean, clear and of non-criminal origin Euro-funds, unencumbered and delivered via SWIFT wire transfer to each below designated Master Paymaster account.

This “Fee Agreement-Pay Order” is unconditional. This “Fee Agreement-Pay Order” shall ensure to the benefit of the beneficiaries and their respective heirs, administrators, successors and assigns, as the case may be, and shall be binding and enforceable upon us, our successors and assigns as the case may be, until this transaction, including any renewals, extensions and additions are fully completed.

This Fee Agreement-Pay Order, if transmitted by facsimile, shall be considered an original, legally enforceable document.

Generally recognized International Standards of Non-Circumvention and Non-disclosure are applicable for a period of five (5) years, from the last date of this contract, including any renewals, extensions and additions, which are fully completed and we agree to respect those.

We hereby declare that we are fully aware that the information received from you is in direct response to our request and is not in any way considered or intended to be a solicitation of funds of any sort, or any type of offering, and is intended for our general knowledge only.

We hereby also affirm, under penalty of perjury, that we have requested information from you and your organization by our choice and free will, and further that you have not solicited us in any way.

We understand that the contemplated transaction is strictly one of 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, we hereby declare, we are not licensed brokers nor government employees and understand neither are you or your organization.

We mutually agree that this private placement transaction is exempt from the Securities Act and is not intended for the general public and all materials are for our “PRIVATE USE ONLY”. Intermediaries are NOT Advisors of any kind.

All negotiations terms and conditions are between the principle parties and their perspective legal counsel only! Both principle parties are responsible for the ramification of their own actions. All Intermediaries are considered introducers and held harmless from any legal actions brought on by either party. Parties to this agreement are independent contractors and all contemplated payments and/or disbursements hereunder are divided interests. Nothing in this agreement construes or creates a partnership or employer/employee relationship between or among the parties hereto.

All taxes, federal, state or other are the independent responsibility of each of the parties hereto. The above stated transaction codes, as well as other identification and security codes, shall all remain the same and shall not be changed until this transaction, including any renewals, extensions and additions, is (are) fully completed and we agree to respect those.

The transaction code may be amended only by agreement between all parties hereto. This transmission via facsimile or electronically via e-mail is accepted as an original, and I confirm that I have the full authority to execute this Pay Order.

1. **PROVIDERS SIDE: (CLOSED)**

\_\_\_ PERCENT (\_ %) OF THE FACE VALUE OF EACH AND EVERY TRANCHE INCLUDING ALL ROLLS AND EXTENSIONS TO BE PAID TO THE FOLLOWING PAYMASTER

|  |  |  |
| --- | --- | --- |
| **PAYMASTER NAME** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **PAYMASTER ADDRESS** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **PASSPORT NUMBER** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **PAYMASTER TELEPHONE** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **PAYMASTER FAX** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **PAYMASTER EMAIL** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **BANK NAME** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **BANK ADDRESS** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **BANK OFFICER NAME** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **BANK TELEPHONE** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **BANK FAX** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **ACCOUNT NAME** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **ACCOUNT NUMBER** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **ABA ROUTING** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **S.W.I.F.T CODE** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |
| **BENEFICIARY** | **:** | **TBA BY AG FINANCE TRADEXPERT LLC** |

* + 1. **BENEFICIARYS SIDE: (AG FINANCE TRADEXPERT BROKER LEVEL: SILVER – GOLD – PLATINUM)**

\_\_\_ PERCENT (\_ %) OF THE FACE VALUE OF EACH AND EVERY TRANCHE INCLUDING ALL ROLLS AND EXTENSIONS TO BE PAID TO THE FOLLOWING PAYMASTER

**THIS AMOUNT IS PAYABLE TO THE DESIGNATED PAYMASTER BANK ACCOUNT, UPON THE CLOSING OF EACH AND EVERY TRANCHE FOR THE DURATION OF THE CONTRACT AND INCLUDING ALL ROLLS AND EXTENSIONS..**

|  |  |  |
| --- | --- | --- |
| **PAYMASTER NAME** | **:** |  |
| **PAYMASTER ADDRESS** | **:** |  |
| **PASSPORT NUMBER** | **:** |  |
| **PAYMASTER TELEPHONE** | **:** |  |
| **PAYMASTER FAX** | **:** |  |
| **PAYMASTER EMAIL** | **:** |  |
| **BANK NAME** | **:** |  |
| **BANK ADDRESS** | **:** |  |
| **BANK OFFICER NAME** | **:** |  |
| **BANK TELEPHONE** | **:** |  |
| **BANK FAX** | **:** |  |
| **ACCOUNT NAME** | **:** |  |
| **ACCOUNT NUMBER** | **:** |  |
| **ABA ROUTING** | **:** |  |
| **S.W.I.F.T CODE** | **:** |  |
| **BENEFICIARY** | **:** |  |

CONDITIONS:

**BROKER PROTECTION**

Should Beneficiary default to pay the fees to the Provider and the Intermediaries fees as agreed on this contract within the allowed number of days on authentication of KTT MT-103, the Provider shall instruct the BANK INSTRUMENTS Issuing Bank to put a claim on the BANK INSTRUMENTS thereby forcing the Beneficiaries Bank to return the BANK INSTRUMENTS KTT MT-103 to the issuing Bank.

**SANCTIONS FOR NON-PERFORMANCE**

After this contract is signed by both Provider and Beneficiary, 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 2% of the first tranche of the contract to the suffering Party.

**NON-PERFORMANCE GUARANTEE**

Both Parties agree, with personal and corporate responsibility, that Two Percent (2%) damage fee will apply to a Party that fails to perform. The 2% shall apply in both cases, either when the Provider has sent a Corporate Invoice which the Beneficiarys Bank will not respond or pay, and/or when the Beneficiaries Bank is ready willing and able to receive the BANK INSTRUMENTS and no BANK INSTRUMENTS is delivered from the Providers Bank by KTT MT-103. Both Parties must first reconfirm with their respective Bank Officers that the present contractual terms and conditions are acceptable to banks compliance department prior to entering into and signing any final documents.

**RESTRICTED BANK OFFICER COMMUNICATION**

Improper release of the above banking information, for any reason, without the written prior authorization of other party, shall be considered as a Breach of Contract and will make a defaulted party to be actionable for damages sustained hereby. Each party is not allowed to contact the other party's bank without expressed written permission. Any party attempting to do so will lead to cancellation of this transaction/contract.

Any unauthorized calls by any party or its representative lawyers to probe or communicate in an improper way to bank(s) in this transaction shall be prohibited and result in contract termination with penalty fees being due.

**DISPUTES**

Both Parties agree that all disputes arising out of or in connection with this Agreement with the exception of the Non Disparagement Clause shall be fully and finally resolved by arbitration in accordance with the rules of the Arbitration Association in Panama, by one or more Arbitrators appointed in accordance with said rules. All such arbitration awards shall be binding on all Parties and enforceable by law. Party A in this agreement consents willingly to waive all rights to engage in any legal action in any court in any jurisdiction and agrees that any and all disputes between the parties with the exception of the Non Disparagement Clause will be resolved solely by way of Arbitration.

The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse in court by or through any other means, in so far as such waiver can validly be made.

**JURISTRICTION**

This agreement is subject to the relevant international laws for any fraudulent action and such actions will be punished by law. The legal jurisdiction of this agreement is Panama.

**ASSIGNMENT**

Neither party may assign of delegate its interest or duties without prior written consent of the other party.

**TRANSACTION DEFINITION**

This transaction constitutes a private purchase and lease of bank instruments, conducted between two principal entities to be defined by contract and as such, is not intended to be nor shall be interpreted as a securities transaction as defined by the European Securities Act, the United States Securities and Exchange Act of 1933/34, or as amended by law or any other nation.

**SUB CONTRACT**

The Parties consent to the Provider subcontracting the provision of its services to another reputable provider if it so desires without notice, consent or advice being required to be given to the Parties.

**SEVERABILITY**

In the event that one of the articles or addendum of this Agreement is considered void and unenforceable, then the Parties, in good faith, shall negotiate with any possible correction to the above in order to prevent the dissolution of the entire Agreement.

**AGREEMENT EXECUTION**

Each party to this Agreement represent that it has Full Legal Authority to execute this Agreement and agree to be bound by the Terms and Conditions set forth herein, as well as that this Agreement may be executed simultaneously by and between the Parties via E-mail and/or facsimile Transmission, which should be all deemed as Original. Any statements made herein by either party are all made under penalty of perjury.

**FORCE MAJEURE**

Neither Party to this Agreement shall be responsible for breach of Contract caused by an act of God, civil insurrections, military war operation or any local emergency. The Parties hereby accept the International provision of the “FORCE MAJEURE” as defined by ICC 458, Publications, whichever relates and applies to the issuance of Bank Instruments(s).

**We hereby acknowledge and confirm that neither the collateral provider nor their associates nor any person on their behalf solicited me in anyway whatsoever that can be construed to be as a solicitation herein.**

**BY SIGNING THIS AGREEMENT, BOTH PARTIES AGREE UNDER THE LAWS AND TRADING GUIDELINES SET FORTH BY THE ICC THAT THEY ARE READY WILLING AND ABLE TO COMPLETE THIS TRANSACTION UNDER THE TERMS AND CONDITIONS STATED WITHIN THIS LETTER OF INTENT.**

**AGREED AND ACCEPTED BY THE PROVIDER**

SIGNED ON THE DAY OF 20 BY JOSEPH BIN ZAMANI FOR AND ON BEHALF OF: THE AG FINANCE TRADEXPERTS LLC

SIGNATURE

NAME OF AUTHORIZED SIGNATORY: JOSEPH BIN ZAMANI

TITLE: PRESIDENT

PASSPORT NUMBER:

COUNTRY OF ISSUE: **FRANCE**

**AGREED AND ACCEPTED BY THE BENEFICIARY**

SIGNED ON THE DAY OF 20 BY FOR AND ON

BEHALF OF:**The AG Finance TradeXpert LLC**

SIGNATURE

NAME OF AUTHORIZED SIGNATORY:

TITLE:

PASSPORT NUMBER:

COUNTRY OF ISSUE:

**Beneficiary’s Color Copy of Passport**

**Beneficiary’s Company Certificate of Incorporation**

**ProvidersColor Copy of Passport**

**EXHIBIT C**

**TELEX KTT MT-103 FORMAT**

**(FINAL TEXT PER ISSUING BANK-ICC FORMAT)**

RECEIVER TELEX #

==========================INSTANCE TYPE AND TRANSMISSION===================

PRIORITY : HIGH

MESSAGE OUTPUT REFERENCE : XXXXXXXXX

============================MESSAGE HEADER==================

OUTPUT : MT103 SINGLE CUSTOMER CREDIT TRANSFER

SENDER : XXXXXXXXX

RECEIVER : RECEIVER TELEX # / RECEIVER SWIFT CODE: XXXXXXXX

: RECEIVER BANK NAME

: RECEIVER BANK BRANCH OR ADDRESS

====================================MESSAGE TEXT==========================

23B: BANK OPERATION CODE

XXXXXXXXXXXXXXXXXXX

32A: VAL DTE/CURR/AMT

DATE : XXXXXXXXXX

CURRENCY : EUR

AMOUNT : XXXXXXXXX

50K: ORDERING CUSTOMER- XXXXXXXXX

/(REMITTER-ACCOUNT-NUMBER) XXXXXXXXX

(REMITTER-ACCOUNT-NAME) XXXXXXXXX

(REMITTER-ADDRESS) XXXXXXXXX

(REMITTER-ADDRESS) XXXXXXXXX

51A: SENDER BANK- XXXXXXXXX

(SENDER BANK NAME) XXXXXXXXX

(SENDER BANK TELEX NO) XXXXXXXXX

(SENDER BANK SWIFT CODE) XXXXXXXXX

(SENDER BANK ADDRESS) XXXXXXXXX

58A: BENEFICIARY INSTITUTION- XXXXXXXXX

(RECEIVER BANK NAME) XXXXXXXXX

(RECEIVER BANK ADDRESS) XXXXXXXXX

(RECERIVER BANK SWIFT CODE) XXXXXXXXX

(RECEIVER BANK TELEX-NO) XXXXXXXXX

59A: BENEFICIARY CUSTOMER- XXXXXXXXX

RECEIVER-ACCOUNT-NUMBER) XXXXXXXXX

RECEIVER-ACCOUNT-NAME) XXXXXXXXX

BENEFICIARY : FOR FURTHER CREDIT TO XXXXXXXXX

WE, XXXXXXXXX, WITH ADDRESS AT XXXXXXXXX, WITH FULL BANK RESPONSIBILITY HEREBY PRESENT OUR IRREVOCABLE, TRANSFERABLE AND CALLABLE CASH BACKED STANDING WIRE TRANSFER KTT MT103, FOR SAME DAY PAYMENT, FOR CREDIT TO "RECEIVER BANK NAME", FOR ACCOUNT NUMBER: XXXXXXXXX, IN THE AMOUNT OF XXXXXXXXX EUR (EUR XXXXXXXXX) FOR XXXXXXXXX, AMOUNTING TO AND VALUED AT XXXXXXXXX EUR (EUR XXXXXXXXX) IN THE LAWFUL CURRENCY OF THE EUROPEAN UNION FOR FURTHER CREDIT TO XXXXXXXXX.

WE, HEREBY CONFIRM OUR IRREVOCABLE, DIVISIBLE, TRANSFERABLE AND CALLABLE CASH BACKED STANDING KEY TESTED TELEX (KTT) CASH FUNDS IN MT103 WIRE TRANSFER FORMAT DATED , XXXXXXXXX, WITH SENDER REFERENCE XXXXXXXXX, IN FAVOR OF THE ACCOUNT OF XXXXXXXXX OR ACCOUNT NUMBER: XXXXXXXXX, IN THE AMOUNT OF XXXXXXXXX EUR (EUR XXXXXXXXX), FOR FURTHER CREDIT TO XXXXXXXXX.

WE HEREBY CONFIRM THAT THESE FUNDS ARE GOOD, CLEAN AND CLEARED FUNDS OF NON-CRIMINAL ORIGIN, ARE FROM A LEGAL SOURCE THIS IRREVOCABLE KTT WIRE TRANSFER. THIS UNCONDITIONAL, IRREVOCABLE, ASSIGNABLE, TRANSFERABLE KTT MT103 WIRE TRANSFER IS VALID FOR THE SAME DAY, DATE OF RECEIPT.

WE HEREBY ADVISE THAT YOU IMMEDIATELY CREDIT THIS CASH FUNDS CONFIRMATION TO THE ACCOUNT OF XXXXXXXXX ACCOUNT NUMBER: XXXXXXXXXAND ADVISE THE BENEFICIARY OF THE SAME DAY VALUE CASH FUNDS TRANSFER.

WE CONFIRM THIS IRREVOCABLE KTT WIRE TRANSFER CASH FUNDS IN MT103 FORMAT IS A BINDING FULLY PERFORMED DUE BILL AND IS SUBJECT TO THE UNIFORM COMMERCIAL CODE AS IT RELATES TO BANK CREDITS AND EXTERNAL CREDIT TRANSFER REGULATIONS. PLEASE ADVISE THE BENEFICIARY OF THE FUNDS TRANSFER OF THE AMOUNT OF XXXXXXXXX EUR (EUR XXXXXXXXX) FOR FOR FURTHER CREDIT TO XXXXXXXXX.

FOR AND ON BEHALF OF XXXXXXXXX

AUTHORISED BY BANK OFFICERS:

XXXXXXXXX XXXXXXXXX

PIN: XXXXXXXXX PIN: XXXXXXXXX

===========================MESSAGE TRAILER==========================

END TELEX MESSAGE

BANK ENDORSEMENT

**PLEASE NOTE:**

**WE NO LONGER BANK-ENDORSED KTT AGREEMENTS DUE TO BANKING POLICY.**