**LOAN AGREEMENT**

This Loan Agreement ("Agreement") is made and effective the 31 May 2021

**BETWEEN:** AG FINANCE TRADEXPERTS (AGF) (the "Lender") a corporation organized and existing under the laws of Panama, duly represented by its authorized signatory, MR. XXXXXXXX with its head office located at:

World Trade Center, Calle 53, Marbella, Piso 1, Area Commercial, Panama.

**AND:** (the "Borrower"), a corporation organized and existing under the laws of the XXXXXXX, with company registration No. , represented by Mr. with USA passport number with its head office located at: .

**1. Promise to Pay**

Within 120 months from today, Borrower promises to pay to Lender the sum of USD $xx,000,000,000.00 (xxxxxx United State Dollars), and interest and other charges stated below.

**2. Responsibility**

Although this Agreement may be signed below by more than one person, Borrower understands that we are each as individuals responsible for paying back the full amount.

**3. Breakdown of Loan**

 **Amount of Loan: USD $xx,000,000,000.00 (xxxxxx United State Dollars).**

 **Amount financed: USD $xx,000,000,000.00 (xxxxxx United State Dollars).**

 **Currency: United State Dollars.**

 **Period: 10 years.**

 **Total No. of installments lack: 48.**

 **Annual Rate: 2% annum.**

 **Rate of Default Interest: 10%Total No. of installments: 72.**

 **Monthly Payment: USD $xx,000,000,000.00 (xxxxxx United State Dollars).**

**4. Repayment**

Borrower will repay the amount of this note in 72 (seventy two) equal uninterrupted monthly installments of USD $xx,000,000,000.00 (xxxxxx United State Dollars) each on the 1st day of each month starting on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_, and ending on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**5. Prepayment**

 Borrower has the right to prepay the whole outstanding amount at any time.

**6. Late Charge**

Any installment not paid within 5 days of its due date shall be subject to a late charge of 10% of the payment.

**7. Security**

 To protect Lender, Borrower gives what is known as a security interest or mortgage in:

 Fully Cash Back, negociable, divisible, asignable, irrevocable and transferible Bank instrument (SBLC) in the amount of USD $x,000,000,000.00 (xxxxxx united state dollars) from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and borrower authorizes the Lender to hold the bank instrument (SBLC) until the end of the year and keep it as collateral for 1 year and 1 day. The Borrower will either renew the SBLC with the issuer or replace the collateral with a similar or from a top 25 bank instrument of equal value 30 days prior of maturity of the collateral. As soon the new bank instrument is received and authenticate, lender will return the SBLC free and clear un-encumbered on the first anniversary of 1 year and 1 day to the issuer. If the borrower fail to replace or renew the collateral (SBLC), the borrower authorize the Lender to recall/collect the bank instrument (SBLC) at maturity date and keep it as collateral for the remaining period of the loan.

**8. Default**

 If for any reason Borrower fail to make any payment on time, Borrower shall be in default. The Lender can then demand immediate payment of the entire remaining unpaid balance of this loan, without giving anyone further notice. If Borrower has not paid the full amount of the loan when the final payment is due, the Lender will charge me interest on the unpaid balance at 10% per year.

**9. Right of Offset**

 If this loan becomes past due, the Lender will have the right to pay this loan from any deposit or security Borrower have with this Lender without notice to me. If the Lender gives me an extension of time to pay this loan, Borrower still must repay the entire loan.

**10. Collection fees**

 If this note is placed with an attorney for collection, then Borrower agree to pay an attorney's fee of 30% of the unpaid balance. This fee will be added to the unpaid balance of the loan.

**11. Co-borrowers**

 If Borrower is signing this Agreement as a co-borrower, Borrower agrees to be equally responsible with the Borrower for this loan.

**LENDERS: AG FINANCE TRADEXPERTS**

**Authorized Signature**

**Joseph Bin Zamani/ President**

**Print Name and Title**

**BORROWER:**

**Authorized Signature**

**Print Name and Title**

**SENDER SBLC BANK INSTRUMENT INFORMATION**

**SENDER BANK INSTRUMENT INFORMATION**

|  |
| --- |
| **Name:** |
| **Address:** |
| **Represented by:** |
| **Title:**  |
| **Passport:** |
| **Date of issue:** |
| **Date of expire:** |
| **Nationality:** |

**BANKING INFORMATION**

|  |
| --- |
| **Bank Name :** |
| **Bank Address:** |
| **Swift Code:** |
| **Acct Name:** |
| **Account Number:** |
| **Bank Officer:** |
| **Bank Officer E-mail:**  |
| **Type of Instrument:** |
| **Face Amount in USD:** |

**BANK INSTRUMENT WORDING (BG/SBLC/MTN/BANK DRAFT/BLOCK FUNDS) VIA SWIFT:**

**RECEIVER ACCOUNT BANKING INFORMATION:**

**ACCOUNT TO RECEIVE SWIFT (COLLATERAL)**

|  |
| --- |
| **Bank Name :** |
| **Bank Address:** |
| **Swift Code:** |
| **Account Name:** |
| **Account Number:** |
| **Account Signatory:** |
| **Signatory Passport:**  |
| **Bank Officer Name:** |
| **Telephone Number:** |
| **Bank Officer Email:** |
| **Bank Website:** |

**BORROWER ACCOUNT FOR DISBURSEMENT**

**(Paymaster Account Below)**

|  |
| --- |
| **Bank Name :** |
| **Bank Address:** |
| **Swift Code:** |
| **Account Name:** |
| **Account Number:** |
| **Account Signatory:** |
| **Signatory Passport:**  |
| **Bank Officer Name:** |
| **Telephone Number:** |
| **Bank Officer Email:** |
| **Bank Website:** |

**INSTALLMENTS CHARGE ACCOUNT BANKING INFORMATION:**

|  |
| --- |
| **Bank Name:** |
| **Bank Address:** |
| **Swift Code:** |
| **Account Name:** |
| **Account Number:** |
| **Account Signatory:** |
| **Signatory Passport:**  |
| **Bank Officer Name:** |
| **Telephone Number:** |
| **Bank Officer Email:** |
| **Bank Website:** |

**LOAN DISBURSEMENT SCHEDULE**

|  |  |
| --- | --- |
| Loan 1st Disbursement:USD $xx,000,000 | 20% of the loan in 21 days after received and authentication of the SWIFT. |
| Loan 2nd Disbursement:USD $xx,000,000,000 | 20% of the loan 30 days after the 1st disbursement. |
| Loan 3rd Disbursement:USD $x,000,000,000.00 | 30 days after the 2nd disbursement. |
| Loan 4th Disbursement:USD $x00,000,000.00 | 30 days after the 3rd disbursement. |
| Loan 5th Disbursement:USD $x00,000,000.00 | 30 days after the 4th disbursement. |
| Loan 6th Disbursement:USD $x00,000,000.00 | 30 days after the 5th disbursement. |
| Loan 7th Disbursement:USD $x00,000,000.00 | 30 days after the 6th disbursement. |
| Loan 8th Disbursement:USD $x00,000,000.00 | 30 days after the 7th disbursement. |
| Loan 9th Disbursement:USD $x00,000,000.00 | 30 days after the 8th disbursement. |
| Loan 10th Disbursement:USD $x00,000,000.00 | 30 days after the 9th disbursement. |
| Loan 11th Disbursement:USD $x00,000,000.00 | 30 days after the 10th disbursement. |
| Loan 12th Disbursement:USD $x00,000,000.00 | 30 days after the 11th disbursement. |

**Total: USD $xx,000,000.00 (xxx MILLION DOLLAR).**

**BANK INSTRUMENT WORDING (BG/SBLC/MTN/BANK DRAFT/BLOCK FUNDS) VIA SWIFT:**

 **Irrevocable Sub Fee Protection Agreement and Pay Order Agreement**

**“Considered as an integral part of this contract”**

**WITH ROLLS AND EXTENSIONS**

**Client Name:XXXXXXXXXXXXXXXX**

**Transaction Code:XXXXXXXXXXXXXXXXXX**

**Name of Beneficiary:XXXXXXXXXXXXXXXX**

**Irrevocable Disbursement Payment Order**

**This Document is in respect to the Transaction Code and or Client Reference Code Stated above and covers all rolls and extensions that are acceptable and contracted for between Client and same Trade Source that both parties agree to and agree to keep the Fee Agreement in place as directed in the Fee Agreement.**

**PAYMASTER AGREEMENT**

**Parties to the Agreement**

* **XXXXXXXXXXXXXX** represented by Mr. XXXXXXXXXXXX; as Paymaster
* And the beneficiary as listed in this agreement.

**Definitions**

* Gross Commissions: Commission payments that are received by this Paymaster as clean and cleared funds based on the Client Reference Code and or Transaction Code stated above.
* Net Commission: The amount due and payable to the named beneficiary named in this Paymaster Agreement.

**Date: 15 August 2023**

1. The following sets out the protection of the commission fees payable to beneficiary stated herein, should a Contract with the Client Reference Code and or Transaction Code stated above be executed and consummated under the terms and conditions mutually agreed upon by the Principals to that private transaction.
2. Now, therefore, represented by Mr. acting with full corporate authority and responsibility, does herewith, without recourse and subject to the gross commission (funds) received per Client Reference Code and or Transaction Code stated above, agrees to pay net commission Fee/s per clause 14 of this Agreement.
3. This Agreement is issued pursuant to and in acknowledgment of the paymaster’s rights and responsibilities under the signed Fee Agreement and the Client Reference Code and or Transaction Code stated above
4. represented by Mr via paymaster \_\_\_\_\_\_\_\_\_\_\_\_\_\_ further agrees that the net commission fees stated herein are compensation for services rendered by the beneficiary listed below, and are irrevocable and guaranteed to be paid within 3 (Three) international banking days of the receipt of cleared funds to the Paymaster Account, unless otherwise agreed. Paymaster is not responsible for any banking delays that may or may not occur.
5. The net commissions will be free of legal impediment and free of any deductions excluding normal bank wire fees for this and all subsequent transactions. Payment of the net commission due the beneficiary will be made by the Paymaster subject to and receipt of clean and cleared funds of each incoming deposit showing the Client Reference Code and or Transaction Code stated above until that transaction is complete including all contract extensions, additions, rollovers, modifications or renewals thereof.
6. Paymaster agrees (unless otherwise agreed) to execute payment within three (3) international banking days from the date of receipt of the gross commissions to the Paymaster Account.
7. The paying Bank to this **SUB MASTER FEE PROTECTION AND PAY ORDER AGREEMENT** will be the following:

**PAYMASTER PAYING BANK**

|  |
| --- |
| **Bank Name :** |
| **Bank Address:** |
| **Swift Code:** |
| **Account Name:** |
| **Account Number:** |
| **Account Signatory:** |
| **Signatory Passport:**  |
| **Bank Officer Name:** |
| **Telephone Number:** |
| **Bank Officer Email:** |
| **Bank Website:** |

It is agreed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Paymaster will issue a statement of receipt and payment to the beneficiary named herein, within three (3) international banking days from the date of payment. This statement will fully account for the payments of funds as it applies to the beneficiary named herein.

1. Parties to this agreement agree that they are bound by any Non- circumvention Non Disclosure Agreements that they have entered into with any and all other parties with regard to this transaction and hereby agree they will not circumvent, avoid, bypass or obviate each other directly or indirectly to avoid payment of commissions or fees for this or any transaction pending, or in the future for a period of 5 years from the date of executing of this Agreement whether this contact is consummated or not. At no time shall either Party disclose or otherwise reveal to any third party any confidential information, Code or reference, or any such information to the another party that is stated as confidential or privileged information without the formal written permission of the other party.
2. The Net Commission Fee Payable: The total fee which is per the calculation shown in clause 14 of this agreement does not include the bank wire fee and is divided per the Schedule as outlined per clause 14 of this agreement. The Paymaster shall immediately and automatically disburse to the beneficiary the Fee payment as stated herein
3. This agreement including any alterations, amendments, or additions hereto shall be governed by and construed in accordance with the laws of the State of Texas, United State of America.
4. The Paymaster will have no responsibility for reporting monies received pursuant to this SFPA to any tax authority. The Parties acknowledge that is the sole responsibility of the Beneficiary to report and pay income tax and/or any other form of tax to all relevant tax authorities with respect to all monies the Beneficiary may receive pursuant to this Agreement.
5. By signing this SFPA, the Beneficiary confirms under penalty of perjury that, to the best of the Beneficiary’s knowledge, information and belief, any and all monies being wired into the Paymaster’s accounts under the terms of this Agreement are not from any unlawful sources, do not constitute money laundering, are not part of a criminal enterprise, and are not the proceeds of, nor destined to support, terrorist or criminal activities of any kind.
6. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall, if both parties agree be referred to and resolved in the State of Texas, United State of America.

**NOTE: ALL BANKS CHARGES/FEES SHOULD BE BORN BY ACCOUNT BENEFICIARY**

**Beneficiary**

The total net Commission amount payable to the beneficiary as listed below is based on the gross commissions received to the paymaster account based on Client Reference Code and or Transaction Code stated above and shall be transferred into the accounts of the Beneficiary as follows:

1. Beneficiary

BENEFICIARY, shall receive Five Percent (5%) of the loan as defined herein following, and as defined in the Asset Management Agreement reference by the Transaction Code stated above:

Proposed Tranche Schedule of Settlement Amount: Tranching begins after Two (2) international banking days of successful confirmation of the loan disbursements by lender and confirmation of receive by paymaster.

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** | **:** |  |
| **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** | **:** |  |

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** | **:** |  |

**PAYMASTER’S ACKNOWLEDGEMENT:**

*This document constitutes an irrevocable and not retractable payment order issued to the beneficiary named herein, per the terms of this agreement, given with full corporate responsibility, by which I hereby instruct my Bank/Solicitor Trust Account and/or Overseas Account of the Solicitor Firm as specified herein, to simultaneously pay, without any protest and / or delay, upon the closing and receipt of clean and clear funds to the Trust account, of each and every transaction, until the transaction under the above entered codes is totally completed including any and all rollovers and extensions, the compensation to the beneficiary’ bank accounts, as stipulated herein.*

***SUCCESSORS:*** *This Agreement is binding upon and inures to the benefit of the successors, assignees, heirs and personal representatives of the receiving person(s)*

**IN WITNESS WHEREOF,**the undersigned has/have executed this agreement on this day of **15 August 2023.**

**PAYMASTER:**

|  |  |
| --- | --- |
| **PAYMASTER** |  |
| **Paymaster Name** |  |
| **Address** |  |
| **Telephone** |  |
| **E-Mail Address** |  |
| **Date:** |  |

Named undersigned has approved and executed this agreement on this day of 15 August 2023.

**BORROWER:**

**Authorized Signature**

**Print Name and Title**

**BORROWER CIS& PASSPORT:**

**BORROWER COMPANY REGISTRATION:**