DEED OF AGREEMENT DOA

This Letter of Contract (hereinafter referred to as the "Agreement") is signed without prejudice or conflict of interest, duly understood and signed by both parties described below acting of their own volition on 00/00/202X.

Customer Name:
Instrument Type: Bank Guarantee
Total face value: € XXX,000,000.00 (€ XXXXXXX XXXXX million)

PARTNER 1 – INFORMATION - (hereinafter referred to as "PARTNER 1" in one part)

Company Name :
Company Address :
Represented by :
Title :
Company Registration: No :
Country :
Passport No. :
Nationality :
Phone Number :
Direct Email :
Private Email :

PARTNER 2 INFORMATION - (hereinafter referred to as "PARTNER 2" in the other party)

Company Name :
Company Address :
Represented by :
Title :
Company Registration: No :
Country :
Passport No. :
Nationality :
Phone Number :
Fax Number :
Direct Email :

WHILE. "PARTNER 2" wishes to receive BG from "PARTNER 1" for the ______________________________ of the company (Beneficiary). "PARTNER 2" confirms with full corporate and legal responsibility that funds are available to meet the requirements for the assignment of this instrument and are ready, and the RECEIVER further confirms to cooperate with "PARTNER 1".

WHILE. "PARTNER 1" wishes to deliver, transfer and assign all rights, title and interest in the BANK GUARANTEE (BG) available to the Beneficiary of "PARTNER 2". "PARTNER 1" represents and warrants that it has the ability and resources to organize through associates, contacts and sources, with full corporate responsibility, the financial instruments under the terms of the assignments to be provided to "PARTNER 1". THE PROVIDER declares, under penalty of perjury, that the BG shall be backed by good, clean, clear and free funds of non-criminal origin, the BG shall be free and free of liens, encumbrances and interests of third parties.

THEREFORE, "PARTNER 2" and the beneficiary have agreed to insure BG with a total of 12% of the Face for the requested instruments and "PARTNER 1" has agreed to issue BG for assignment, and both Parties hereby agree as follows:

DESCRIPTION OF THE BENCH INSTRUMENT

1	INSTRUMENT	**BANK GUARANTEE**
2	CURRENCY	**EURO (€)**
3	TOP	**€xx0,000,000.00 (two hundred and fifty million euros)**
3	ISSUING BANK	**_____________ BANK PLC, UNITED KINGDOM**
4	MANDATE	**THREE YEARS AND ONE DAY**
5	PRICE	**XXXX PERCENT (XX%) OF THE FACE VALUE**
6	PAYMENT	**VIA CASH TRANSFER MT103**
7	DELIVERY	**PRINTED COPY MUST BE DELIVERED VIA PAID BANK MAIL WITHIN FIVE (5) INTERNATIONAL BANKING DAYS.**
8	ASSIGNMENT PERIOD	**IT CAN BE EXTENDED UP TO TEN (TEN) YEARS.**

TRANSACTION PROCEDURE:

Procedure:

Actions of the Parties

1. Beneficiary

The beneficiary fills in the above points (**Description of the Instrument)** and signs this procedure and sample BPU if they agree to it and provides:

1. Instrument ordered by recruitment;
2. A copy of the Passport of the Authorized Signatory;
3. A copy of the company's certificate;
4. **BCL letter** (on willingness to accept a bank instrument as collateral for a line of credit) and **proof of funds letter** or **statement in** the amount of XX% of the face value of the instrument requested.

1.1. After conducting initial due diligence within three (3) business days, the Supplier provides the Beneficiary with the contract for approval and signature.

2. Both parties

Within two (2) business days of the signing of this Agreement by the Beneficiary, the Provider must initially fill it in, sign it and close it in pdf, making it binding on both parties. Both parties shall then file this Agreement with their designated banks.

3. Both parties

Upon submission to banks, they will inspect, approve, and agree to be signed within the scope of the Provider, in conjunction with ICC regulations and due process. Banks may notify both parties of any other necessary conditions if and when applicable.

4. Beneficiary

After the signing of the contract by both parties, the beneficiary bank will send to the supplier's bank by Swift MT-799 the PAYMENT BANK (BPU) (see text in the Annex) on the payment of XX% of the face value within 3 banking days after the receipt, verification and authentication of the MT760. A copy of the payment of the SWIFT MT799 commitment must be sent to the provider's bank via secure email.

5. Supplier

Within five banking days of confirmation and successful authentication of the guarantee of the SWIFT MT799 Payment by the provider's bank, the issuing bank shall send the Swift MT760 BG/SBLC to the beneficiary's bank. A copy of the SWIFT MT760 must be forwarded to the beneficiary's bank via secure email.

6. Beneficiary

Within two (2) banking days of the provider's receipt of the SWIFT MT760, the beneficiary's bank will authenticate and validate the SWIFT MT760 on a bank-to-bank basis. Within three (3) banking days of BG/SBLC authentication, the beneficiary's bank sets the agreed price of the instrument (XX% + X% + X% of face value) using SWIFT MT103, according to the contract. The beneficiary forwards copies of the SWIFT MT103 to the Provider by email immediately after the transmission of the Agreement/Payment.

7. Supplier

Within seven (7) banking days of receipt of payment, the Supplier delivers the original hard copy by bank courier bonded to the Beneficiary's designated bank account.

8. Both parties

Subsequent tranches shall be made in accordance with the Tranches Addendum specified in this Agreement or as otherwise agreed between the Provider and the Beneficiary. The following sections will be carried out according to the above procedures.

9. Both parties

Any list and extension must be agreed between the Supplier and the Beneficiary one (1) week before the initial contract amount is exhausted.

NO APPLICATION

Partner2 confirms and represents that Partner1, its associates or representatives or any person or persons on its behalf have never solicited Partner2, its shareholders or associates or representatives in any manner that could be construed as a request for this transaction or for future operations.

FORCE MAJEURE

Any delay or failure by either party to perform its respective obligations under this agreement shall not constitute a breach or give rise to claims for damages if, and to the extent that such delays or failures in performance are caused by facts or circumstances beyond such party's control.

The term "Beyond the control of such party" includes the legal order of government or authority, act of war, rebellion or sabotage, fire, flood, earthquake, or other natural disaster. Any other cause not within the control of such party or which is by exercise of reasonable diligence, the party shall not foresee, prevent or remedy.

ARBITRATION

All disputes and questions arising between the parties to this agreement and affecting this agreement, about its interpretation or application or any account costs, liability arising under this agreement or in connection with any act or form relating to this agreement, shall be settled by arbitration in accordance with the ICC arbitration laws.

This agreement contains the entire agreement and understanding on the subject matter at hand and supersedes and supersedes all prior proposed negotiations and agreements, written or oral. Neither party may modify, modify or modify this agreement except by means of a written instrument signed by both parties. This agreement shall be governed by and construed in accordance with the laws of the United Kingdom. In the event that either party is required to bring legal action against the other that enforces any of the terms of this agreement, the prevailing party shall be entitled to reasonably recover attorneys' fees and costs.

The PROVIDER and the RECIPIENT agree on the following bank coordinates related to the above-mentioned agreement:

"PARTNER 1" BANK COORDINATES FOR ISSUING THE INSTRUMENT

Bank Name		
Bank address		
Account Holder SWIFT code		
Account number		
Bank officer		
Ordinance Code Iban Number		

"PARTNER 1" OF THE BANK COORDINATES RECEIVING THE BANK CHARGES FOR THE PRE-DELIVERY OF THE MT799 AND DELIVEY SWIFT MT760 ADVICE

Bank Name		
Bank address		
Account Holder		
Bank officer		
Telephone Officer		
SWIFT code		
IBAN		

THE SUPPLIER RESERVES THE RIGHT TO USE ANY BANK ACCOUNT TO RECEIVE BANK CHARGES OR LEASE FEES. (THESE ARE OUR BANK'S REGULATIONS AND PROCEDURES.)

PARTNER 2 BANK COORDINATES TO RECEIVE THE INSTRUMENT

17.2.1. Essential elements: BENEFICIARY –

PARTNER 2 BANK COORDINATES TO RECEIVE THE INSTRUMENT

1	BANK NAME	
2	BANK ADDRESS	

3	ACCOUNT NAME	
4	ACCOUNT Nº	
5	IBAN	
6	SWIFT CODE	
7	BANK OFFICER	
8	BANK PHONE/FAX/EMAIL	

"PARTNER 2" OF THE BANK COORDINATES THE PAYMENT OF THE CHARGES

1	BANK NAME	
2	BANK ADDRESS	
3	ACCOUNT NAME	
4	ACCOUNT Nº	
5	IBAN	
6	SWIFT CODE	
7	BANK OFFICER	
8	BANK PHONE/FAX/EMAIL	

THE RECEIVER RESERVES THE RIGHT TO USE ANY PART OF HIS BANK ACCOUNT TO PAY COMMISSIONS AND RECEIVE INSTRUMENTS. (THIS IS THE POLICY AND PROCEDURE OF OUR BANK

For and on behalf of Partner 1
_________________________________.

For and on behalf of Partner 2
_________________________________.

Name: Sir.
Passport No.:
Date of issue:
Expiry Date:

Name: Mr.
Passport no.: 1
Date of issue:
Expiry Date: