



RC: 02106689

## FINANCIAL LINK LIMITED

Office Address: 29 Wayland Avenue, Withdean, Brighton, East Sussex, BN1 5LW UK.

Branch Address: Place Jourdan, 1040 Bruxelles, Belgium

# CLIENT COMPLIANCE APPLICATION – Asset Monetization

**PENDING REVIEW**

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

Submission of this application does not guarantee acceptance.

**IMPORTANT: COMPLETE FORM & DELIVER INFORMATION ELECTRONICALLY IN PDF FORMAT TO: FINANCIAL LINK LIMITED**

### Closing Process -

1. Both parties sign this Agreement, which shall become a formal and enforceable agreement between the 2 Parties.
2. Immediately after this Agreement is signed by both parties, within 3days, Party1 shall ask their bank to issue and send Pre-Advice by SWIFT MT799 (verbiage as per Appendix1) to Party2's receiving bank. A courtesy copy of the MT799 transmission will be sent via e-mail to Party 2
3. Upon authenticating the Pre-Advice MT799, Party2 shall ask their bank to issue and send interbank RWA /Payment Guarantee Response by SWIFT MT799 to Party1's provider's issuing bank.
4. Upon authenticating the interbank swift RWA/Payment Guarantee response from party2, Party1 providers issuing bank shall instruct their bank to issue and send the SBLC/BG by SWIFT MT760 (verbiage as per Appendix 3) toParty2's receiving bank. A courtesy copy of the MT760 transmission will be sent via e-mail to Party 2
5. Upon authenticating and confirming the SBLC/BG MT760, Party2's bank pays non- recourse loan of **87% of the SBLC/BG face value within four (4) banking days** to the nominated and designated

Bank account coordinates, as mentioned here above in the Agreement through cash wire MT103.

#### *Disclaimer*

The information in this document is intended solely for the benefit of firms and individuals seeking to be connected with financial information including, Funding and Monetization sources, PPP (Private Placement Programs) and financial instruments. Material provided by Secure Platform Funding may list possible service features and / or sample institutions for informational purposes only. None are guaranteed and all are subject to change on a daily basis. Nothing in this document constitutes an offer or solicitation to purchase any investment, solution or a recommendation to buy or sell securities nor is it to be construed as investment advice. The services provided by Secure Platform Funding may not be available in all jurisdictions or to all persons/entities. We select our clients carefully and do not accept all applications. Due to FATCA (Foreign Account Tax Compliance Act) we DO NOT provide ANY services to US Passport Holders, US Companies, clients utilizing Banks located in the US for transactions, or Clients that Reside in the US, or Businesses with Head Offices located in the US. You acknowledge that Secure Platform Funding has advised you that all transactions have risk, and that prior to entering any transaction all clients should undertake to consult Independent Legal and Accounting Experts prior to commencing, signing or committing to any transaction. Our Business is either a Mutual Fund, Bank, Broker, Finance Company, Financial Adviser or Licensed in any way. We hereby advise all clients that any contemplated transaction(s) of our Clients are strictly private and in no way relate nor does not involve the sale of registered public securities. All transaction information is strictly private, confidential and classified and not to be provided to parties not approved in writing by Secure Platform Funding nor published or referred to in any public forum on the internet or in the media. Disclosure, copying, distribution, reprinting or reuse of the contents or information in the form or on our web site is completely and totally prohibited.

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6. Should the Party2 defaults to pay the agreed **87%** of the SBLC/BG/face value within 4 (four) banking days of confirmation of SBLC/BG/ MT760, then the Party1 will REPORT TO ICC or put a claim on the SBLC Instrument thereby forcing Party2's receiving bank to return back the SBLC/BG/ Instrument.

7. Party2's beneficiary bank will return the SB LC/BG instrument un-claimed and un-pledged, to Party1's issuing Bank within Fifteen (15) banking days before the date of maturity. If not returned, then the SBLC /BG will automatically expire at maturity and hence would become null and void.

8. Part2 can only receive, confirm and monetize SBLC/BG issued to his own cooperate name or any other cooperate name recommended and approved. Should party1 mistakenly issued SBLC/BG to another cooperate name outside the recommendation of party2, party2 will not receive, confirm or monetize it and will not be held responsible as a result.

NOTE, Party 2 in this deed of agreement is not responsible for all processing cost that may be required of party1 to issue the SBLC/BG etc to his receiving bank for monetization.

**Correct Document Completion: Electronic Photos of Clients Initials and Signature should be inserted into this document. Text initials and Signature are not accepted**

Insert Client Letterhead Here

## **1. PROGRAM CONFIRMATION**

I \_\_\_\_\_ (Insert First and Last Name) residing at address: \_\_\_\_\_  
\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Country: \_\_\_\_\_

hereby confirm the following:

### **A. Program Confirmation**

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

**Monetized Owned Instrument with a value of \$/Eur \_\_\_\_\_ Million**

**Monetized Leased Instrument with a value of \$/Eur \_\_\_\_\_ Million**

The Instrument is a  BG /  SBLC /  MTN /  LTN

The Instrument Currency is  Euro /  USD /  GBP /  Other \_\_\_\_\_ Specify

The Instrument Issuing Banks Name is: \_\_\_\_\_ Bank Country: \_\_\_\_\_

The Date the Instrument is to be issued: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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Details of Signatory to Contract – Corporate & Individual

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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 :  
E-mail Address :

:

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.

Details of the Bank Account – Where your Instrument is held or coming from

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Bank Name :  
Bank Address :  
Bank Swift Code :  
Account Name :  
Account Number :  
Account Signatory Name and Title :  
:

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### **3. DECLARATION OF NON SOLICITATION AND FUNDS OWNERSHIP**

I, **(INSERT YOUR NAME)** 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 Secure Platform Funding 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, **(INSERT YOUR NAME)** attest and warrant with full responsibility under the penalty of perjury that:

- a) The available Bank Instrument listed in this Application is from good, clean, cleared sources, free and clear of security interests or similar interests of any kind or nature whatsoever.
- b) I or the company I act for are the full owner or beneficiary of the Bank Instrument.
- c) The Bank Instrument has been legitimately earned and obtained from non-criminal & non terrorist origins.
- d) The Bank Instrument is free and clear of any liens or encumbrances and the Bank Instrument is under my control, immediately available and freely transferable without consent of any third party.
- e) The Bank Instrument are legally earned, taxed, and include no independent third-party interests.
- f) The Bank Instrument owner and beneficiary are not a party to a law suit or pending adverse legal action, further, there are no pending contracts existing, or about to exist, that could affect the said Bank Instrument.
- g) All information supplied in the documentation submitted with this Application and the Bank Instrument 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, **(INSERT YOUR NAME)**, 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.

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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 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, **(INSERT YOUR NAME)**, 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: **(INSERT YOUR NAME)**

Signed \_\_\_\_\_ Date **\_\_\_\_/\_\_\_\_/\_\_\_\_**

Title \_\_\_\_\_ Passport Number **\_\_\_\_\_**

## 4. BOARD OF DIRECTORS CORPORATE RESOLUTION

A special meeting of the Board of Directors of (Company Name) (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 the (BG, SBLC, MTN, LTN) Bank Instrument with a value of \_\_\_\_\_ on deposit at (Bank Name) for an investment, monetization, sale, trading or private financial opportunity.

Additionally it was unanimously resolved, that Authorized Persons Name of the Corporation who is the authorized signatory of the (BG, SBLC, MTN, LTN) 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: \_\_\_\_\_

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**5. PASSPORT**



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

I, **(INSERT YOUR NAME)**, 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: **(INSERT YOUR NAME)**

Signed \_\_\_\_\_ Date **\_\_\_\_/\_\_\_\_/\_\_\_\_**

Title \_\_\_\_\_ Passport Number **\_\_\_\_\_**



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## **6. VERBIAGE COPY OF THE BANK INSTRUMENT**

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

### ***PARTIES AND PURPOSE***

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 its 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.

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### **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 Nevis 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.

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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, its 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.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature \_\_\_\_\_ Signature Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_

Print Name & Company Position

\_\_\_\_\_