

Swiss Finance Partners Group

Your Preferred Financial Service Provider



Guidelines to the Leasing of Fin. Instruments

2019

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GUIDELINES & PROCEDURES TO BORROW FINANCIAL INSTRUMENTS (MTN, BONDS, EUROPAPERS, COMMERCIAL PAPERS, CD and TREASURY BILLS)

GENERAL POSSIBILITIES AND PROCEDURES

Provision of a Project, Commercial, Balance sheet and Credit Enhancement Bank Instrument, is assigned in personal or corporate name of the Applicant, as specified and agreed by Contract/Agreement.

The Bank Instrument is made available as Enhancement Instrument only. Applicant/Borrower may assign the rights to use the Instrument, which ownership will not be transferred; however, it is not allowed to sell or pledge the Instrument. If Applicant/Borrower wishes to do so, arrangements can be made with the banks in line with banking rules and regulations during any time of the validity of the bank instrument.

If Applicant/Borrower will use the leased instrument as collateral, borrower's Bank must undertake, the irrevocable commitment to return leased instrument unencumbered, free and clear of any debts or claim.

Within the purposes of bank instruments lending, our lenders offer the following services:

LEASING OF FINANCIAL INSTRUMENTS [OPTIONS (TO SELECT) IN THE APPLICATION FORM]:

1. To the purpose to receive above mentioned instrument (Bond, MTN etc.)
2. To the purpose to lease above mentioned instrument BUT receive a BG or SBLC issued
by lender bank once purchased leased BOND or MTN
3. To the purpose to receive the Proof of Funds (POF)
4. with pre-advice
5. without pre-advice

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1. Specifications

A quoted Bank Instrument is available by a major international bank, assigned directly in your name.

Applicants have to be professionals and familiar of how to use such an instrument. We do not educate or provide any advise as to how one can incorporate such a financial confirmation into his financial plans.

2. Amount and availability of Bank instruments

Minimum amount: Transactions from a minimum amount of US\$ or EUR 10.000.000,- (ten millions) are acceptable immediately, subject to lender approval.

To Borrowers who absolutely need instruments having face value amount lower than ten million, Lender can offer Bank instruments for minimum five million face value. For Bank instruments having face value from 5 to 9,99 millions, service fees must be paid by UNCONDITIONAL swift wire transfer.

Maximum amount: it is the face value stated in the lists supplied and monthly updated by us.

Lender can be offer same instrument to more clients, ON A FIRST COME FIRST IS SERVED BASIS.

Applicant/Borrower can apply for tranches of financial instruments face value stated in the lists supplied by us and monthly updated.

3. Fees

Credit Enhancement Bank Instruments are available at service fees stated on updated list of instruments i.e.% of Face Value due to the lender plus 2.00% commission due to intermediaries group (FPA must be in favor of the Intermediary group as per draft attached to application form), for the duration of 1 Year (365 days).

4. Type of Instrument and re-delivery

Depending on availability, the Bank Instrument/Collateral is being offered in the form of Certificate of Debt and it can be MTN, BONDS, EUROPAPERS, COMMERCIAL PAPERS, CD and TREASURY BILLS.

Applicant/Borrower must return the bank instrument unencumbered to the Lender 15 days before its maturity date or buy it. it is possible to extend the leasing period yearly, for maximum five years (yearly cost remains the one of first year) with 15 pre-advice days.

5. Treasury Bills transactions

TREASURY BILLS ARE TRADED IN PRIMARY AND SECONDARY MARKETS. ORIGINALLY, THEY ARE AUCTIONED DIRECTLY BY THE U.S. GOVERNMENT. THEY ARE SUBSEQUENTLY TRADED AMONG INVESTORS IN THE SECONDARY MARKET.

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The lender can accept TREASURY BILLS transactions for minimum amount of two hundred million US Dollars and maximum amount of one billion US Dollars (special negotiations for special cases only will be evaluated by lender).

Lender will not arrange for the call option but the leasing agreement will foresee the pre-advice by swift MT799, to the same conditions of other bank instruments as per point 6. below.

Payment of leasing fees for T-Bills, can be made by swift wire transfer MT103-23 or by promissory notes only.

6. Pre advice request

The Lender is ready, willing and able to organize the delivery of a pre advice by:

- Swift MT999 and MT 799 – neither from European nor from U.S. banks for non solicitation regulations - to the Borrower's designated bank, after the payment to the lender designated clearing account of an amount of EUR 85,000.00, covering the banking expenses of the bank that will organize the delivery of the pre advice swift. Instrument reservation (call option) is valid for 30 days from the date of pre-advice swift. Swift transmission will be by:
 - MT999 direct to borrower designated bank;
 - MT799 direct to issuing bank correspondent in the Country where is located the borrower bank, for final delivery to the borrower bank.
- or
- certified e-mail by lender compliance officer to borrower's bank directly (borrower must supply their bank officer e-mail address) after the payment to the lender designated clearing account of an amount of EUR 39,000.00.

This money will be refunded after successfully closing the transaction or the borrower has the right to deduct it from payment of the leasing a/o service fees.

7. Commencement of Leasing Transaction

Upon receipt of the application form, the Lending Agreement will be sent for signature, and in the same time the borrower will receive an invoice for the bank expenses due to permit to cover the call option expenses to reserve the bank instrument amounting to:

FOR INSTRUMENTS WITH A FACE VALUE (CURRENCY IS IN EURO NO MATTER WHAT CURRENCY THE INSTRUMENT IS IN)

- UP TO 499 M. THE SETTLEMENT FEE IS EURO 20,000
- FROM 500 M. TO 999 M. THE SETTLEMENT FEE IS EURO 25,000
- FOR INSTRUMENTS ABOVE 1 B. THE SETTLEMENT FEE IS EURO 30,000.

Only one instrument or tranche for each contract and only one contract per customer is acceptable. Once a customer has performed first contract, a second application can be accepted.

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This money will be refunded after successfully closing the transaction or the borrower has the right to deduct it from payment of the leasing a/o service fees.

8. Delivery of documents when pre advice is requested

a) After signature of the agreement and the wire transfer of the call option expenses agreed, within 48 hours, the LENDER will reserve the tranche of the banking instruments through the Clearing and Settlement Company (Lending Manager); after call option, lender will send to the Borrower a Corporate Pre Advise Invoice including all details of the Bank Instrument and Corporate Deed of Assignment, Bond Power and all available Printouts i.e.: Euroclear, Clearstream, Bloomberg or Security Card of the Stock Exchange market where the instrument is quoted, Prospectus of the Issuing Program of the Bank if available, to permit the designated Borrower's Bank Officer to check and authenticate the instruments.

b) Lender's Bank will send a confirmation to Borrower bank, of his RWA to deliver the bank instrument. This confirmation will be sent directly to the Borrower's designated bank by swift MT999, and by SWIFT MT799 through a correspondent bank or Lender's Bank Officer will carry out the necessary due diligence function by certified banking email and the Borrower's Bank will confirm his RWA to receive the instrument to close the transaction and his awareness/knowledge about this transaction answering by swift.

9. Delivery of documents when no pre advice is foreseen in lending agreement

After signature of the agreement and the wire transfer of the call option expenses agreed, within 48 hour upon receipt of said amount in the Lending Manager Account, LENDER will reserve, on his name, the tranche of the bank instrument through Clearing and Settlement Company (Lending Manager); after the call option lender will send a Corporate Pre Advise Invoice including all details of the Bank Instrument and Deed of Assignment, Bond Power and all available Printouts i.e.: Euroclear, Clearstream, Bloomberg or Security Card of the Stock Exchange market where the instrument is quoted, Prospectus of the Issuing Program of the Bank if available, to permit the designated Borrower's Bank Officer to check and authenticate the instruments.

10. Payment of Service a/o Leasing Fee

Not later than 20 calendar days call option date or Corporate Pre Advise of Pro-forma Invoice date, the borrower must provide to the payment of service a/o leasing fees, through one of attached documents which draft contents cannot be amended:

- a. conditioned ICPO (irrevocable corporate pay order) endorsed by an acceptable borrower's bank (attachment 1 at page 9) or
- b. bank backed Promissory Notes (attachment 2 at page 10), which expiring dates will be negotiated between the parties (having the endorsement per aval of an acceptable bank) or
- c. conditioned swift MT103-23 (attachments 3 at page 11) or
- d. conditioned swift MT700 (attachment 4 at page 12)

No other payment terms and conditions are accepted by lender;

No deductions (from any profits that Applicant/Borrower expects in the future or from a loan) are acceptable because Lenders are not willing to evaluate joint venture arrangements or change any of these conditions.

For delivery of POF (See separate Procedure to receive the POF) : Applicant/Borrower must pay the leasing fees only by bank backed promissory notes (which expiring date will be negotiated between the parties) having the endorsement per aval of an acceptable bank, approved by lender.

For delivery of T-Bills: when service a/o leasing fees payment is made by promissory notes, cost of bank charges for PN discount (about 5.00%) must be added to the leasing fees .

11. Global Master Security Lending and Borrowing Agreement

G.M.S.L.A. validity is of 30 calendar days from issuing date. The contractual documentation is negotiated in the line with Applicant/Borrower specific requirements. Once the parties have duly executed a Contract/Agreement, the Applicant/Borrower is the only legal and authorized entity, which is allowed to handle the leasing transaction, to receive the documents and to maintain a communication with the Provider or their representative.

12. Bank communication

Issuing and Receiving banks will not communicate and will not deal directly with each other unless the Principal of the transaction has given permission in writing. There shall be total freedom of communication between the Principals of the contract at all times.

The Borrower's Banks must be banks which are listed in the International Bankers Almanac. If Borrower's banks are not registered/listed in the Swift System as required, the Borrower must introduce a Closing Bank(s), which will have full knowledge of the leasing transaction of the Client/Borrower, for the receipt of the Pre-Advice and any further bank-to-bank communication, which bank is internationally recognized and registered within the Bankers Almanac.

13. Knowledgeable and awareness of the bankers

The Bank Officer(s) of the Borrower, provided that the Borrower Closing bank is qualified as per the above, must be fully aware and knowledgeable of the ongoing leasing transaction. This mean that at any specific time, when a Bank-to-Bank communication will be established, between the Borrower Bank(s) and the Provider's Bank, whether for Pre-Advice transfer or for the Instrument transfer, the Bank Officer(s) of the Borrower Closing Bank will be in a position to fully approve the receipt of the Instrument in favor of the Borrower, as well in the position to confirm payment for this Instrument. Guarantee to give back the original bank instrument to the issuing bank 15 days before his maturity date unencumbered and free on liens by swift,

14. Penalty and expenses for extension

The borrower has the possibility - before call option expiring date and in agreement with Lender - to extend the duration of the contract for 30 calendar days, by a written request to the lender.

In case of acceptance, Lender will issue an agreement amendment with invoice for EUR 10,000.00.

Call option extension will be in place upon receipt by the Lender of the swift wire transfer, covering the extension fees as per art. 23 of leasing agreement. In case Borrower payment for extension fees reaches lender account after expiring date, Lender cannot assure the instrument availability.

The 30 calendar days extension begin on the first day this agreement expires.

This money will be refunded after successfully closing the transaction or the borrower has the right to deduct it from payment of the leasing a/o service fees.

15. IMPORTANT NOTE

Above terms and conditions have been used, tested, proven for over ten years and accepted by all the banks, drafts and/or verbiage of all attached documents from page 9 to page 12, are approved by all competent authorities and by International Organization for Standardization, therefore cannot be amended.

Procedure step-by-step (resuming above terms and conditions):

1. CLIENT SEND A SIGNED APPLICATION FORM TO APPLY FOR LEASING OF THE BANK INSTRUMENT SELECTED IN THE UPDATED LIST SUPPLIED BY US.
2. EVERY APPLICATION FORM MUST BE COMPLETED WITH A BRIEF DESCRIPTION OF THE PROJECT, OR PURPOSE FOR WHICH THE BANK INSTRUMENT IS BEING LEASED.
3. THE CONTRACT WILL BE SENT FOR SIGNATURE, AND IN THE SAME TIME THE BORROWER WILL RECEIVE AN INVOICE FOR THE EXPENSES DUE TO PERMIT TO COVER THE CALL OPTION EXPENSES TO RESERVE THE BANK INSTRUMENT, AMOUNTING TO:

FOR INSTRUMENTS WITH A FACE VALUE:

- UP TO 499 M. THE SETTLEMENT FEE IS EURO 20,000
- FROM 500 M. TO 999 M. THE SETTLEMENT FEE IS EURO 25,000
- FOR INSTRUMENTS ABOVE 1 B. THE SETTLEMENT FEE IS EURO 30,000.

PLEASE NOTE THAT ABOVE FIGURES ARE IN EURO NO MATTER WHAT CURRENCY THE INSTRUMENT IS IN. THIS MONEY WILL BE REFUNDED AFTER SUCCESSFULLY CLOSING THE TRANSACTION OR BORROWER HAS THE RIGHT TO DEDUCT THE ABOVE MENTIONED AMOUNT FROM THE LEASING A/O SERVICE FEES TOTAL AMOUNT PAYMENT.

4. AFTER RECEIPT OF COUNTERSIGNED LENDING AGREEMENT AND OF THE DEPOSIT OF THE SUM ABOVE DESCRIBED, THE LENDER WILL PROVIDE FOR A PRO FORMA INVOICE INCLUDING ALL DETAILS OF THE BANK INSTRUMENT AND CORPORATE DEED OF ASSIGNMENT, EUROCLEAR AND

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CLEARSTREAM PRINTOUT, BLOOMBERG OR SECURITY CHART OF THE STOCK EXCHANGE MARKET WHERE THE INSTRUMENT IS QUOTED, TO PERMIT THE BORROWER'S BANKERS TO VERIFY.

5. AFTER INSTRUMENT VERIFICATION, THE BORROWER MUST PROVIDE FOR CONDITIONAL PAYMENTS OF LEASING FEES, NOT LATER THAN 20 CALENDAR DAYS FROM DATE OF PRO FORMA INVOICE (POINT 4), MADE THROUGH:

- a. CONDITIONED ICPO (IRREVOCABLE CORPORATE PAY ORDER) ENDORSED BY AN ACCEPTABLE BORROWER'S BANK (ATTACHMENT 1 AT PAGE 9) OR
- b. BANK BACKED PROMISSORY NOTES (ATTACHMENT 2 AT PAGE 10), WHICH EXPIRING DATES WILL BE NEGOTIATED BETWEEN THE PARTIES (HAVING THE ENDORSEMENT PER AVAL OF AN ACCEPTABLE BANK) OR
- c. CONDITIONED SWIFT MT103-23 (ATTACHMENTS 3 AT PAGE 11) OR
- d. CONDITIONED SWIFT MT700 (ATTACHMENT 4 AT PAGE 12)

6. THE BORROWER HAS THE POSSIBILITY TO ASK FOR AN EXTENSION OF THE CONTRACT VALIDITY, BY A SIMPLE REQUEST SENT TO THE LENDER BEFORE CONTRACT EXPIRING DATE AND TRANSFERRING AMOUNT OF EURO 10,000.-- AGAINST INVOICE. THE 30 DAYS EXTENSION BEGINS ON THE FIRST DAY THIS AGREEMENT EXPIRES. THIS MONEY WILL BE REFUNDED AFTER SUCCESSFULLY CLOSING THE TRANSACTION OR BORROWER HAS THE RIGHT TO DEDUCT IT FROM THE LEASING A/O SERVICE FEES TOTAL AMOUNT PAYMENT.

7. AFTER RECEIPT OF THE CONDITIONAL PAYMENT, THE LENDER WILL DO THE NORMAL DUE DILIGENCE USING THEIR BANKERS OR THE APPOINTED ESCROW AGENT/MERCHANT BANKERS (BY CERTIFIED EMAIL COMMUNICATIONS) THEN, BANK INSTRUMENT WILL BE PURCHASED AND TRANSFERRED BY SWIFT MT 760 TO THE DESIGNATED ACCOUNT OF THE BORROWER, TRANSFERRING ALSO ALL THE RIGHT TO USE IT.

8. AFTER RECEIPT OF THE INSTRUMENT, BORROWER'S BANK HAS 8 HOURS TIME TO UNBLOCK THE LEASING FEES CONDITIONAL PAYMENT.

9. THE BORROWER'S BANK MUST RETURN BACK THE INSTRUMENT BY SWIFT TO THE LENDER'S BANK, UNENCUMBERED AND FREE OF LIENS 15 DAYS BEFORE ITS MATURITY DATE.

LEGAL NOTICE

DISCLAIMER

The facilities detailed in this homepage are not subject to the provisions of the United Kingdom Financial Services Act 1986 or any amendment thereto ("the act"). The facilities are specifically exempted from the act by way of note 5 to clause 13b of part I of the act. We are not registered as a financial adviser under the act and we do not offer any form of investment advice nor provide nor sell any form of investment or security as defined within the act. The announcement on these pages does not constitute an offer or an invitation to purchase any securities. Our financial service is

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The above-mentioned details are for information purposes only and not to be considered a Solicitation of Funds or to Sell Securities or other commodities.

We reserve the right to accept or reject all form of Documentation incomplete or unprofessional email communication.

VERY IMPORTANT

We, Swiss Finance Partners AG, are the Lender authorized representative of the provider companies group. All the deals must be managed and checked from our side, as we act completely on behalf of the lender/provider companies .

INTERMEDIARIES , AGENTS OR ANY OTHER PARTY CANNOT AMEND TERMS AND CONDITIONS OF THIS DOCUMENT. PLEASE BE INFORMED THAT MISREPRESENTATIONS AND UNAUTHORIZED USE OF THE ABOVE TERMS AND CONDITIONS, SHALL BE CONSIDERED AN INTENT TO COMMIT FRAUD WITH INTENTIONAL MALICE. PLEASE NOTE THAT ANY UNAUTHORISED USE OF THAT PROCEDURE WILL GIVE LENDER THE RIGHTS TO CLAIM FOR DAMAGES THROUGH COMPETENT

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AUTHORITIES.

Another very important thing we want to tell you is to never send an e-mail without putting something in the SUBJECT field. E-mails without a subject go into our junk e-mail. The subject also helps us to know right away what the subject of your message is.

If you refer to a client put that client's name or company name and the reference number of that client's contract if the client already has a contract. This saves us time in trying to track the preceding e-mails about the subject at hand.

Still, today, in spite of our continuous reminders to the contrary, many of you still waste time by sending us requests from clients wishing to change the procedure. Once again we remind you that the provider accepts no changes to the procedure or to the terms and conditions of the contract. Therefore, do not waste time making such requests. The procedure has been used, tested, and proven for over ten years and accepted by all the banks.

DOCUMENTS SUPPLIED BY LENDER (Agreements, Amendments, Invoices, etc.) MUST BE RETURNED TO US SIGNED AS ACCEPTED AND AGREED WITHOUT AMENDMENTS .

DOCUMENTS ARE SIGNED BY AND BETWEEN LENDER AND BORROW BY ELECTRONIC WAY ONLY. ELECTRONIC SIGNATURE IS VALID AND ACCEPTED AS HAND SIGNATURE.

Thank you for your careful attention to these important reminders. We will continue to do all that we can to serve you and your clients in the best way possible.

Attachment 1

DRAFT OF CONDITIONAL ICPO (only below draft is accepted)

ON CLIENT FULL LETTERHEAD

(Complete with address, phone, fax, e-mail)

ENDORSED BY AN ACCEPTABLE BORROWER'S BANK (APPROVED BY LENDER)
(NAME OF THE BORROWER'S BANK) Name / Title of Bank Officer(s) ID [two officers]

Date :

To the lender:

We hereby present our Irrevocable, Assignable, Transferable and Callable Cash Backed Bank Pay Order in your favor, in the amount of EUR/USD for the Bank Instrument herein described.

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The herein listed Bank Instrument shall be returned unencumbered via SWIFT to the Lender fifteen days prior to maturity. The payment of the herein funds represents the Leasing fees payable to the Lender under Transaction code..... and dated day of

We hereby confirm that the funds are good, clean and cleared funds of non-criminal origin and are from a legal source.

This Irrevocable Bank Pay Order is a binding fully performed due bill and is immediately callable on for Cash payment upon receipt of the SWIFT MT 760 delivery of the Bank Instrument to the Client's Bank Account specified herein.

TYPE OF INSTRUMENT

ISSUING BANK

ADDRESS

CURRENCY

MATURITY DATE

ISIN NUMBER

FACE VALUE

This Irrevocable, Assignable, Transferable and Callable Bank Pay Order is valid for twenty (20) international banking days from..... day of....., and until..... day of.....,

This is an operative bank instrument and is subject to the uniform commercial code as it relates to Bank credit instruments.

For and on behalf of the Borrower:

Managing Director -

Attachment 2

DRAFT OF UNCONDITIONAL PROMISSORY NOTE

(only below draft is accepted)

ENDORSED BY AN ACCEPTABLE BANK (APPROVED BY LENDER)

Name / Title of Bank Officer(s) ID [two officers]

TOTAL SERVICE FEES AMOUNT EUR

SUGGESTED PN AMOUNT SPLITTED WITH MATURITY DATES FROM 180 TO 270 DAYS

Attachment 3

DRAFT OF CONDITIONAL PAYMENT

TO BE SENT BY SWIFT MT 103-23

INSTANCE -
TYPE AND TRANSMISSION
ORIGINAL RECEIVED FROM SWIFT :

PRIORITY
MESSAGE OUTPUT REFERENCE
CORRESPONDENT INPUT REFERENCE
MESSAGE
HEADER
SWIFT OUTPUT : FIN 103
SINGLE CUSTOMER CREDIT TRANSFER
SENDER : (BORROWER'S BANK DETAILS)
RECEIVER : (LENDER'S BANK DETAILS)
ACCOUNT NUMBER : (LENDER'S BANKING ACCOUNT NUMBER)

MESSAGE TEXT
20: SENDER
23B: BANK OPERATION CODE
32A: VALUE DATE/ CURRENCY / INTERBANK SETTLED AMOUNT
50A: ORDERING CUSTOMER
59A: BENEFICIARY CUSTOMER
71A: DETAILS OF CHARGES
72: WE (BORROWER'S BANK) HEREBY PRESENT OUR IRREVOCABLE, DIVISIBLE. ASSIGNABLE,
TRANSFERABLE AND CALLABLE CASH BACKED S.W.I.F.T. WIRE TRANSFER IN YOUR FAVOUR FOR THE
ACCOUNT OF (LENDER'S NAME), ON THE ACCOUNT NUMBER (LENDER'S NUMBER OF ACCOUNT) IN
THE AMOUNT OF (AMOUNT OF LEASING FEES) IMMEDIATELY WITHIN 8 BANKING HOURS UPON
RECEIPT, VERIFICATION AND AUTHENTICATION OF THE BANK INSTRUMENT AS STATED IN THE
AGREEMENT SIGNED BETWEEN (LENDER'S NAME) AND (BORROWER'S NAME) ON UNDER
TRANSACTION CODE

WE HEREBY CONFIRM THAT THE FUNDS ARE GOOD. CLEAN AND CLEARED FUNDS OF NON-CRIMINAL
ORIGIN AND FROM LEGAL SOURCE

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Attachment 4

DRAFT OF CONDITIONAL DOCUMENTARY CREDIT

TO BE SENT BY SWIFT MT 700

SENDER:

BANK NAME :

ADDRESS :

SWIFT CODE :

ACC. NUMBER:

ACC. HOLDER:

MT RECEIVER BANK

27: SEQUENCE OF TOTAL

40A: TYPE OF DOCUMENTARY CREDIT IRREVOCABLE

20: DOCUMENTARY CREDIT NUMBER

31C: DATE OF ISSUE

31 D: DATE AND PLACE OF EXPIRY

(BANK BRANCH)

(DATE 60 DAYS AFTER THE ISSUING DATE)

51 A: APPLICANT BANK

50: APPLICANT

59: BENEFICIARY

32B: CURRENCY CODE/AMOUNT

39B: MAXIMUM CREDIT AMOUNT

45A: DESCRIPTION OF GOODS AND/OR SERVICES INVOICE DATED . FOR LENDING/ BORROWING
SECURITIES, TRANSACTION CODE

46A: DOCUMENTS REQUIRED

BANK INSTRUMENTS ISSUED BY

ISINCODE:

(NO MENTION OF THE FACE VALUE)

47A: ADDITIONAL CONDITIONS

THE PAYMENT WILL BE FREE AVAILABLE UPON RECEIPT,AUTHENTICATION AND VERIFICATION OF THE
ABOVEMENTIONED BANK INSTRUMENT.



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