**LEASE CONTRACT/AGREEMENT**

DATE :

TRANSACTION CODE   :

**The Lessor** :

Address :

Represented by :

Nationality :

Passport No :

Lessor’s Email :

**And**

**The Lessee :**

Address :

Represented by :

Nationality :

Passport No :

Lessee Email/Mobile:

 **WHEREAS.** The Lessee desires to lease Bank Guarantee (BG/SBLC ) from the Lessor. Lessee confirms with full corporate and legal responsibility that funds available to fulfill the requirements for the lease of this instrument is ready and Lessee further confirm to cooperate with the Lessor.

**WHEREAS**. The Lessor desires to lease, transfer and assign all rights title and interest of the BG/SBLC available to it to the Lessee. Lessor represents and warrants that it has the ability and resource to arrange through associates, contracts and sources, with full corporate responsibility, financial instrument in the term of assignments to be provided to Lessee. Lessor hereby declares under penalty of perjury that the BG/SBLC will be backed by funds that are

good, clean, clear, and free of non criminal origin, the BG/SBLC will be free and clear of all liens, encumbrances and third party interests.

**NOW THEREFORE**, The Lessee has agreed to lease the BG/SBLC at X.X% of Face Value for the instrument requested and Lessor has agreed to issue BG/SBLC for lease and both Parties hereby agree to the following:

**Description of Instruments:**

1. Instrument: Bank Guarantee (BG) (Appendix A)

2. Total Face Value: Eur/USD 1Million(Min) to Eur/USD 5Billion (Max)

3. Issuing Bank: HSBC Bank London, Credit Suisse Zurich and Deutsch Bank AG. Frankfurt Germany or any AA Rated Bank.

4. Age: One Year and One Day

5. Leasing Price: X.X% of Face Value plus brokers commission

6. Delivery: Bank-To-Bank Swift.

7. Payment: Wire Transfer

8. Hard Copy: Bonded Courier within 7 banking days.

**PROCEDURE:**
1. Both parties (Lessor and Lessee) execute, sign and initiate the Deed of Agreement, which thereby automatically becomes a full commercial recourse contract.

2. Within 3 days after Both parties sign the Agreement, Lessor will issue a Notarized signed and sealed Corporate Refund Recourse Undertaking to the Lessee guarantying to refund Lessee all the cost incurred by lessee for the bank transmission charges ( For swift MT760 BG/SBLC or Pre-advice MT799 or both as the case may be) after due execution of the contract.

3. Within 3 working days after Lessee receives Lessor's signed and sealed Corporate Refund Recourse Undertaking, Lessee will make payment by wire transfer into the Lessor's bank account for the bank transmission charges for the BG/SBLC MT760 swift transmission or Pre-advice MT799 swift transmission or both.

4. Within Three (3) banking days after confirmation of receipt of payment of the bank transmission charges for the BG/SBLC MT760 swift in Lessor's bank account, the Lessor will deliver the BG/SBLC via bank confirmation of swift BG/SBLC MT760 to the Lessee's banker including the hard copy of the BG/SBLC via bank bonded courier in Seven (7) banking days.

5. Lessee pays Lessor the leasing fee and the brokers their commission fees not later than 7 banking days after the BG/SBLC hard copy is received and confirmed at lessee's bank.

Should Lessee default to pay the leasing fees to the Lessor and the brokers commission fees as agreed after 7 banking days of confirmation of BG/SBLC MT760 in lessee's bank account, Lessor will instruct the issuing bank to put a claim on the BG/SBLC thereby forcing the Lessee's bankers to return the BG/SBLC MT760 to the issuing Bank.

**NON-SOLICITATION**

The Lessee hereby confirms and declares that the Lessor, its associates or representatives or any person or persons on its behalf has/have never ever solicited the Lessee, its shareholders or associates or representatives in any way whatsoever that can be construed as a solicitation for this transaction or for future transactions.

**FORCE MAJEURE**

**Any delay in or failure of performance by either party of their respective obligations under this agreement they shall pay X% as penalty.**

Any delay in or failure of performance by either party of their respective obligations under this agreement shall not constitute a breach hereunder or give rise to any claims for damages if, and to the extent that such delays or failures in performance are caused by events or circumstance beyond the control of such party.

The term “Beyond the Control of Such Party “Include Lawful order of Government or Authority, Act of War, Rebellion or Sabotage, Fire, Flood, Earthquake or other natural disasters. Any other cause not within the control of such party or which is by exercise of reasonable diligence, the party will be unable to foresee or prevent or remedy.

**ARBITRATION**

All disputes and questions whatsoever which arises between the parties to this agreement and touching on this agreement on the construction or application thereof or any account cost, liability to be made hereunder or as to any act or way relating to this agreement shall be settled by the arbitration in accordance with the arbitration laws of the ICC.

This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes and replaces all prior negotiations and proposed agreements, written or oral . Neither of the parties may alter, amend, nor modify this agreement, except by an instrument in writing signed by both parties. This agreement will be governed by and construed in accordance with the laws of United Kingdom. In the event that either party shall be required to bring any legal actions against the other it enforce any of the terms of this agreement the prevailing party shall be entitles to recover reasonably attorney fees and costs.

Stamp and Signature of Lessee or his Mandate

Name:

Designation:

Lessee’s International Passport (Attached as Appendix A)

Stamp and Signature of Lessor or his Mandate

Name:

Designation:

Lessor’s International Passport (Attached as Appendix B)

The Lessor and Lessee agree to the following banking co-ordinates pertaining to the agreement herein above stated:-

 **LESSOR’S BANK CO-ORDINATES**:

|  |  |
| --- | --- |
| Bank |  |
| Address |  |
| Account Name:For Further Credit to |  |
| Account Number |  |
| ABA No.SWIFT CODE |  |

**LESSOR AND LESSEE reserves the right to change the bank coordinates stated herein at anytime by providing written request to the undersigned, THE RECEIVING BANK IS DIFFERENT TO SENDING BANK. (IT’S OUR BANK REGULATIONS AND PROCEDURE).**

**LESSEE'S BANK CO-ORDINATES**:

|  |  |
| --- | --- |
| Bank |  |
| Address |  |
| Account Name |  |
| Account Number |  |
| SWIFT CODE |  |

**APPENDIX A** : LESSEE INTERNATIONAL PASSPORT

**APPENDIX B** : LESSOR INTERNATIONAL PASSPORT