**PRIVATE FOREIGN CURRENCY EXCHANGE AGREEMENT**

**Euro (€ EUR) FOR US DOLLARS ($ USD)**

**Bank to Bank SWIFT MT103**

This private foreign exchange transaction agreement and the **three (3) attached Annexes** are entered on this xx th day of xxxx, 2014 by and between:

**USD PRINCIPAL**

|  |  |
| --- | --- |
| **USD PROVIDER:** |  |
| **ADDRESS** |  |
| **Represented by** |  |
| **Passport No** |  |

***(Hereinafter referred to as USD Principal or USD-P)***

**AND**

**EURO Principal**

|  |  |
| --- | --- |
| **Euro Provider:** |  |
| **ADDRESS** |  |
| **Represented by** |  |
| **Passport / id nº** |  |

***(Hereinafter referred to as Euro Principal or EUR-P)***

**WHEREAS**, in consideration of the promises and the mutual covenants, warranties, terms and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree and state that they wish to enter into this agreement for the exchange of United States Dollars (USD) for Euros (EUR) under the following terms and conditions:

This currency exchange transaction is a bank to bank transaction, to be executed via SWIFTtransmittal transfer upon banks agreement, according to the following terms, conditions and agreed Bank to Bank procedure.

**EURO PRINCIPAL’S CURRENCY: Euro**

**USD PRINCIPAL’S CURRENCY: us dollars**

##### 1.1 DESCRIPTION OF THE United States Dollars (USD) CURRENCY:

|  |  |
| --- | --- |
| **Currency** | **United States Dollars; LEGAL TENDER OF USA** |
| **Origin of Currency** | **NON-CRIMINAL ORIGIN.** |
| **Year of Currency Issue** | **Current Valid Currency; IN CIRCULATION, Free from any liens or Encumbrances, Freely Tradable in any country** |
| **contract QUANTITY** | **50B USD**  |
| **FIRST TRANCHE** | **USD 49.5 MILLION USD** |
| **SUBSEQUENT TRANCHES** | **PER TRANCHE AS AGREED** |

##### 1.2 DESCRIPTION OF THE EURO (EUR) currency:

|  |  |
| --- | --- |
| **Currency** | **Euros, legal tender of e.u.** |
| **Origin of Currency** | **NON-CRIMINAL ORIGIN.** |
| **Year of Currency Issue** | **Current Valid Currency; IN CIRCULATION, Free from Any liens or Encumbrances, Freely Tradable in any country** |
| **contract QUANTITY** | **Equivalent amount of 50B USD**  |
| **FIRST TRANCHE** | **Equivalent amount of USD 49.5 MILLION USD** |
| **SUBSEQUENT TRANCHES** | **PER TRANCHE AS AGREED** |

## 2. TRANSACTION CONDITIONS:

##

|  |  |
| --- | --- |
| **Transaction mode** | **Bank to bank (swift MT103)** |
| **rate of exchange** | **LONDON MORNING FIXING INTER-BANK EXCHANGE RATE** |
| **BONUS** | **GROSS 15% USD; net 10% to the euro Principal** |
| **consultancy fees** | **TOTAL OF 5% ALLOWED TO BE SPLIT ON 50 / 50 BASIS** |
| **uSD PRINCIPAL sIDE** | **2.5% To USD-P’s Side, TO BE PAID BY EURO PRINCIPAL**  |
| **eURO Principal sIDE** | **2.5% TO eURO-P’S Side, TO BE PAID BY EURO PRINCIPAL** |
| **fee Transaction Mode** | **FROM EURO-P’S BANK UNCONDITIONALLY TO PAYMASTERS** |

**USD MOVES FIRST WITH SWIFT MT103**

**Per each $100 USD the Euro Principal shall pay the equivalent value in EUROS of $85 USD on the day of each tranche.**

**3. TRANSACTION PROCEDURES:**

1. ) PARTIES, DIRECTLY OR THROUGH THEIR AUTHORISED MANDATED REPRESENTATIVE WOULD ACCEPT, SIGN, SEAL AND RETURN THIS CURRENCY EXCHANGE AGREEMENT ALONG WTH THE FPA BY FAX OR EMAIL IN PDF-FORMAT (HARD COPIES TO BE SENT BY COURIER SERVICE IF REQUIRED).

2) THIS AGREEMENT ALONG WITH THE FPA IS TO BE LODGED WITH EACH PARTY’S BANK.

 USD PROVIDER & EURO PROVIDER WILL AGREE A WINDOW TIME TO BEGIN THIS TRANSACTION ON xTH OF xxxx , 2014,

3) THE USD PRINCIPAL’S BANK TRANSFERS USD VIA MT103 UNCONDITIONAL SWIFT TO THE EURO PRINCIPAL’S CLOSING BANK COORDINATES THE FIRST TRANCHE OF 49,5 MILLION USD.

 (***a copy of the SWIFT MT103 Bank receipt must be sent to xxxxx in order to EURO Provider handle the transaction with EURO BANKER***).

4) UPON VERIFICATION AND AFTER THE CLEARANCE PERIOD AGREED WITHIN THIS PFCEA AGREEMENT, THE EURO PRINCIPAL’S CLOSING BANK SHALL THEN SEND, VIA SWIFT MT103 UNCONDITIONALLY THE EURO TO THE USD PRINCIPAL’S RETURN BANK IN ACCORDANCE WITH THE BANKING INSTRUCTIONS WITHIN THIS AGREEMENT.

5) FURTHER TRANCHES ARE TO BE CONTINUED AS PER THE ABOVE PROCEDURE UNTIL THE USD IS EXHAUSTED OR THE AMOUNT OF AGREEMENT IS COMPLETED.

**4) TERMS AND CONDITIONS:**

1. **BANKING COORDINATES OF EURO PRINCIPAL AND USD PRINCIPAL AS PER ANNEX “A”**

The Parties must follow the guidelines provided by the rules of the banks on the Anti-Terrorism Act and the Patriot Act I and II. The Buyer will not be held responsible for any harmful money laundering.

1. **BANKING COORDINATES AND INSTRUCTIONS FOR USD-P AND EUR-P:**

The respective bank account details are listed in ANNEX “A” attached and cannot be changed for the life of this agreement without written notice given to all beneficiaries of consulting fees and commissions five days prior to any change.

1. **CONSULTANCY FEES:**

The PAYOR OF THE CONSULTING FEES AND COMMISSIONS AS WELL AS THE EURO PRINCIPAL AND USD PRINCIPAL AS PRINCIPALS, irrevocably commit themselves to transfer, upon settlement of each tranche exchanged, including all rolls and extensions, the consultancy fees as follows:

1. **CONSULTANCY FEES TO EURO-PRINCIPAL’S SIDE:**

To be paid by the **EURO Principal** to the bank accounts designated by the PAYMASTERS in ANNEX “C” ATTACHED.

1. **CONSULTANCY FEES TO USD-PRINCIPAL’S SIDE:**

To be paid by the **EURO Principal** to the bank accounts designated by the PAYMASTER in ANNEX “C” ATTACHED.

1. **CONSULTANCY FEES BANKING INSTRUCTIONS AND INFORMATION:**

The EURO PRINCIPAL shall release and otherwise transfer funds in the form of USD for payment of The PAY

1. **ORDERS–FEE AGREEMENT** - Attached herewith to the EUR and USD FACILITATORS & BENEFICIARIES, to the nominated bank accounts indicated in the Pay Orders, by SWIFT WIRE TRANSFER. All payments to facilitators wire transfers shall state the following instruction: “FOR IMMEDIATE CREDIT -instant cash payment same day value”

**5. OTHER TERMS AND CONDITIONS:**

1. **CLEARANCE PERIOD:**

Due to the new Swiss Banking regulations regarding the banking funds Transfer methods, Receiver’s Bank is not free to re-send immediately the counterparty in EURO of any received USD before a “**CLEARANCE PERIOD**” of **maximum** four (4) banking days. This lap of time is regarding as “CLEARANCE PERIOD” into this Agreement.

Each Party to this Agreement must accept this rule by signing this Agreement.

This CLEARANCE PERIOD is for the first TEST TRANCHE, following tranches will be executed in a lap of time of three (3) banking bays maximum between receiving SWIFT and making back ORDER SWIFT.

1. **EXCHANGE RATE:** The exchange rate is agreed as the official inter-bank exchange rate fixed in the morning as of the date of exchange. The day when the EUROS funds are deposited in the USD Account for the transaction is considered as Exchange date.
2. **TERM OF AGREEMENT:** This contractual Agreement is a full recourse commercial commitment enforceable under the laws of the jurisdiction of USA, UK, Switzerland or any European Union country as it applies. And said law shall govern the interpretation, enforceability, performance, execution, validity and any other such matters regarding this Contract.

And, it is in full force and effect until completion of the transaction and it is legally binding upon the Parties signatories, their heirs, successors and assigns, agents, principals, attorneys and all associated Parties involved in this contract transaction.

1. **CODES OF IDENTIFICATION:** The Parties to this contract agree that all documents related to this transaction shall indicate the codes as indicated herein. And, the codes shall not be changed during the term of this transaction contract, including all rollovers, renewals, extensions and all additions.
2. **UNAUTHORIZED BANK COMMUNICATION:** Neither Party is allowed to contact the Bank of the other Party without the authorization of the Party whose Bank is to be contacted. Any unauthorized contact act is breach of this contract.
3. **TAXES, INSTITUTIONAL COSTS:** Both Parties hereto individually and separately accept liability of taxes, imposts, levies, duties or charges that may be applicable in the execution of their
respective roles in this transaction.
4. **PENALTY CLAUSE FOR NON-PERFORMANCE:** Should any of the Parties herein fail to perform as required by this contract, **once signed, and after the Term of Validity thereof had expired,** then, the failing Party shall indemnify the other Party for an amount of the 2% of the total quantity of the transaction; and one percent of said two [2%] percent shall be paid and equally distributed, to each of the facilitators that made the introduction of the signatories possible, if the non-defaulting signatory to the contract files a default claim, if not, then, the two [2%] percent shall be paid to the facilitators only. The facilitators have the right to make a legal claim for such amount of two [2%] percent as it applies, of the total amount contracted, in any court of jurisdiction against the party failing to perform.
5. **LAWS AND ARBITRATION:** This contract is a full recourse commercial commitment enforceable under the laws of jurisdiction of the countries where this transaction is effectuated, and any dispute is to be resolved under the ICC rules for arbitration, unless the aggrieved party takes legal action in a court of jurisdiction. The Swiss, British or any European Union Country Law shall be the applicable law, as the aggrieved Party may choose, and shall govern the interpretation, construction, enforceability, performance, execution, validity and any other such matters regarding this contractual agreement. The Parties hereto acknowledge and agree that any discrepancy and/or dispute in application of this Agreement will be solved amicably, but if this is not possible, the arbitration procedure is to be followed.
6. This contract is intended to be performed in accordance with, and only to the extent permitted by all applicable laws of jurisdiction, ordinances, rules and regulations. If any provision of this contract be considered invalid or unenforceable, then, the reminder of this contract shall not be affected and shall be enforced to the greatest extend permitted by law.
7. **NON-DISCLOSURE AND NON-CIRCUMVENTION:** Both Parties are to be bound and to abide by the Non-Circumvention Non-Disclosure rules of all issues by the ICC, PARIS / FRANCE, last edition of which shall apply to this transaction for a period of five (5) years, no matter whether direct or indirect.
8. **EDT- ELECTRONIC DOCUMENT TRANSMITTAL & COUNTERPARTS:** This contract may be executed in multiple copies at different times and places, each being considered an original and binding. All facsimile / electronic transmittal/ communications relating to this transaction and which are mutually accepted by the Parties, shall be deemed legally binding and enforceable documents for the duration of the transaction.
9. **force Majeure:** The “FORCE MAJEURE” exception clause of the International Chamber of Commerce (ICC Publication No. 421) is hereby incorporated and made an integral part of this agreement. A Party cannot be held in default if the reason is caused by force Majeure. Case may be, when executed by both PARTIES.

**IN WITNESS WHEREOF**, The undersigned have read this document and had advise of its legality and after understanding the content of this contract written in the English language, by knowledge of the language or by professional translation to the Party’s language and legal advice, and initialed all the pages of this contract and, fully understand and agree that its execution constitutes an acceptance of all of its mutually protective covenants, terms and conditions, and is lawfully binding upon the “Parties”, and their legal heirs, successors, representatives and assignees.

**SIGNATORIES:**

**by the usd Principal / AUTHORIZED SIGNATORY:**

I hereby swear under the International Laws of Perjury and Fraud that the information provided by me herein is accurate and true and that I have read and understood the full contract. Signed and sealed on the date indicated below by the signature.

**Signature:**

**Date:**

**Name:**

**ADDRESS:**

**Passport:**

**BY THE euro Principal / authorized signatory:**

I hereby swear under the International Laws of Perjury and Fraud that the information provided by me herein is accurate and true and that I have read and understood the full contract. Signed and sealed on the date indicated below by signature:

**Signature**

**Date:**

**Name:**

**ADDRESS:**

**Passport**

##  annex “A”

##  USD Principal’S Banking COORDINATES:

|  |
| --- |
| BANKING COORDINATES FROM WHERE WILL COMES THE USD |
| BANK NAME | : |  |
| BANK ADDRESS | : |  |
| ACCOUNT NAME | : |  |
| ACCOUNT N° | : |  |
| IBAN CODE | : |  |
| SWIFT / bic CODE | : |  |
| BANK OFFICER | : |  |
| TELEPHONE N°. | : |  |
| FACSIMILE N° | : |  |

|  |
| --- |
| BANKING COORDINATES TO WHERE WILL GOES BACK THE EURO |
| BANK NAME | : |  |
| BANK ADDRESS | : |  |
| ACCOUNT NAME | : |  |
| ACCOUNT N° | : |  |
| IBAN CODE | : |  |
| SWIFT / bic CODE | : |  |
| BANK OFFICER | : |  |
| TELEPHONE N°. | : |  |
| FACSIMILE N° | : |  |

## euro PRINCIPAL’S BANKING COORDINATES:

|  |
| --- |
| BANKING COORDINATES FOR WIRE TRANSFERS TO CLIENT ACCOUNT AT |
| BANK NAME | : |  |
| BANK ADDRESS | : |  |
| ACCOUNT NAME | : |  |
| ACCOUNT N° | : |  |
| IBAN CODE | : |  |
| SWIFT / bic CODE | : |  |
| BANK OFFICER | : |  |
| TELEPHONE N°. | : |  |
| FACSIMILE N° | : |  |

 annex “B”

 **THE TRANCHE SCHEDULE (ALL amounts BELOW ARE IN USD):**

|  |  |  |
| --- | --- | --- |
| **Exchange Period** | **Tranching** | **Exchanged Amounts in US$** |
| **Week** | **DAY** | **TR** |  **AMOUNT** | **PER DAY**  |  **COMPLETED TOTAL**  |
| **Week\_01** | **1. Day** | **1** | **49,500,000.00** | **49,500,000.00** | **49,500,000.00** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |
| **Week\_02** | **1. Day** | **1** |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |
| **Week\_03** | **1. Day** | **1** |  |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |
| **Week\_04** | **1. Day** | **1** |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |
| **Week\_05** | **1. Day** | **1** |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |
| **Week\_06** | **1. Day** | **1** |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  **TOTAL**  |  |  **TOTAL**  |

**SUBSEQUENT TRANCHES WILL BE SAME AS THE LAST AMOUNT UNTIL THE CONTRACT IS COMPLETED.**

IF A TRANCHE DAY IS A NATIONAL HOLIDAY, THE EXCHANGE IS TO BE EXECUTED IN THE NEXT SUBSEQUENT OR IN THE PRIOR BANKING DAY. ALL OTHER TERMS AND CONDITIONS WILL BE IN ACCORDANCE WITH THIS CONTRACT.

annex “C”

**IRREVOCABLE FEE AGREEMENT / pay ORDER TO facilitators**

**for the transaction of the**

# **PRIVATE FOREIGN CURRENCY EXCHANGE AGREEMENT**

**EURO Provider Code:**

**TO BE SIGNED BY EURO PRINCIPAL, to the beneficiaries of this fee agreement:**

**usd Principal side: 2.5 % (PAID BY THE EURO PRINCIPAL) (Closed)**

**eur Principal side: 2.5 % (PAID BY THE EURO Principal)**

ON THE MATTERS OF THE TRANSACTION CODE INDICATED HEREIN FOR THE EXCHANGE OF US DOLLARS AGAINST EUROS IN THE TOTAL CONTRAT AMOUNT OF **xxx USD** WITH ROLLS AND EXTENSIONS AND A TOTAL BONUS OF 5% TO BE PAID IN FEES,

xxxxxxx**,** AS THE **EURO PRINCIPAL PAYING FEES**, irrevocably and with full legal Authority, and corporate responsibility, hereby agree and guarantee to protect, and immediately cause to pay, through THE paymaster to the banking coordinates provided by the beneficiaries, THE FEE AMOUNT **OF 5% (FIVE PERCENT) in US Dollars** PER each tranche delivered of the total contract amount to be paid and divided as agreed herein and, to be paid to each of the facilitators/ mediators/ intermediaries and agents OF THE euro

Principal’S SIDE involved in this transaction and, the disbursement of consulting fees and commissions are to be made immediately upon closing of each and every transaction tranche delivered, without restrictions, imposts or taxes imposed, or impediment, delays of any kind or nature whatsoever of All quantities / tranches scheduled to be delivered and paid by the payor/Guarantor of the consulting fees/commissions to the designated Paymasters. Furthermore, the delivery of these funds is guaranteed with full Corporate Authority and responsibility as good, clean, clear funds of non-criminal origin.

WE, the undersigned, agree that this payment is irrevocable, and unconditional, and shall be made immediately by a freely negotiable bank draft, or cash swift wire transfer in United States Dollars OR EUROS per tranche transacted of principal sums, These consulting fees and or commissions will be paid regardless whether the banks or transactions codes are changed. The same property rights of introduction of sources and of business connection will be upheld and honored as per contract.

**fees paid BY THE EURO PRINCIPAL to the us dollar side beneficiaries paymaster:**

**A)** **USD SIDE:** **2.5%** SELLer sIDEcommission **of the contract total amount (closed)**

**B) EURO SIDE:** **2.5%** BUYER SIDEcommission **of the contract total amount**

**Said commission to be paid of the total contract value of each and every tranche of the transaction including rollovers, extensions, additions and secondary contracts.**

**BY THE EURO PRINCIPAL / AUTHORIZED SIGNATORY:**

I hereby swear under the International Laws of Perjury and Fraud that the information provided by me herein is accurate and true and that I have read and understood the full contract. Signed and sealed on the date indicated below by signature:

**Signature:**

**Date:**

**Name:**

**ADDRESS:**

**Passport**

**USD PROVIDER PASSPORT**

**EURO PROVIDER PASSPORT**