Version: July 2024

Overview: Keston's securities lending service provides investment grade bank bonds purposed to issue cashbacked bank instruments (SBLC, BG or MTN) from an assigned A-rated European bank: HSBC PLC, UBS AG, BNP Paribas, Deutsche Bank AG, or Barclays Bank PLC. The bank instrument can be borrowed using one of two secure SWIFT payment options requiring funds to be reserved by the borrower's paying bank through delivery of the bank instrument via SWIFT MT760; payment is released only after bank verification.

Bond Reservation: After contract signing, borrower completes the settlement cost beginning at USD/EUR 35,000 covering a 20-day call option to reserve the selected bank bond for the borrower's order. The call option is placed on the bond in the borrower's name, verifiable via Euroclear, Refinitiv Eikon, and Bloomberg terminals. Bond documents along with the proforma invoice with the payment commitment instructions are securely delivered to the borrower.

Payment Commitment: Before the call option expires (20 days) the borrower commitments payment for their order using one of the following options via SWIFT: conditional payment (SWIFT MT103) or documentary letter of credit (SWIFT MT700). Payment commitment options are available for instruments USD/EUR 10M and above; instruments below USD/EUR 10M to USD/EUR 5M are completed with unconditional SWIFT MT103.

Delivery / **Renewal:** Within 21 days of bank verified receipt of the payment commitment the bank bond is purchased for conversion to an SBLC, BG, or MTN at its assigned bank for delivery via SWIFT MT760 to the borrower's bank. Payment is released after verification by the borrower's bank. The bank instrument must be returned 15 days before maturity or may be renewed.

BANK INSTRUMENTS OFFERED:

MEDIUM-TERM NOTE (MTN)

STANDBY LETTER OF CREDIT (SBLC)

BANK GUARANTEE (BG)

BANK INSTRUMENT BENEFITS:

- Bank-to-Bank Delivery
- · Commodity & Trade Leverage
- Secure Loans with No Guarantee
- Low Acquisition Cost
- · Monetizable with High Liquidity
- Standard Market Value (up to 90%)
- Divisible, Transferable, and Assignable
- Credit Enhancement

PAYMENT COMMITMENT OPTIONS VIA SWIFT:

CONDITIONAL PAYMENT (MT103)

CONDITIONAL DLC (MT700)

FOR MORE INFORMATION:

Keston Capital Partners www.keston.trade order@keston.trade

General Procedure

- 1. After bank instrument application acceptance (via Keston's Authorized Representative) and approval, a Keston Account Manager sends to Borrower via official Keston (Provider) electronic mail its Deed of Agreement (DOA) to be electronically signed and returned to the Provider;
- 2. The Provider digitally countersigns and returns the DOA to the Borrower, which thereby automatically becomes a full commercial recourse contract (Agreement);
- **3.** Within 5 days, the Borrower pays the settlement cost (based on tranche size beginning at \$/€ 35,000) to the Provider to reserve the (bank) bond for the borrowing of the bank instrument (MTN/SBLC/BG);
- **4.** The Provider places a 20-day call option on the selected investment grade (bank) bond for the face value amount of the MTN/SBLC/BG as ordered by the Borrower;
- 5. Within 3 banking days, the Provider sends all details of the bond (verifiable via Euroclear, Bloomberg, and/or Refinitiv Eikon terminals) for Borrower to confirm the instrument in their name along with the Proforma Invoice with instructions for its payment commitment;
- **6.** Within 3 banking days, the Borrower executes and returns the Proforma Invoice for its payment commitment to Provider for the order / delivery of the MTN/SBLC/BG;

Note: The call option maybe extended for an additional 30 days (\$/€ 25,000) if Borrower cannot issue its payment commitment prior to the call option expiration.

- **7.** Within 3 banking days, the Borrower instructs its bank to send its payment commitment to the Provider's designated bank under its assigned transaction code before expiry of the call option;
- 8. After receipt of the payment commitment and successful due diligence, the bond is placed at its portfolio bank for conversion to cash-backed MTN/SBLC/BG then delivered by SWIFT MT760 to the Borrower's receiving bank (pre-advice via SWIFT MT799 may be sent upon request);
- **9.** After receipt and verification of the MTN/SBLC/BG by the Borrower's bank, the payment commitment is released within 8 hours;

Note: The payment commitment is cancelable after 21 days if the SBLC is not delivered to the Borrower's receiving account via SWIFT MT760.

10. Fifteen (15) days before the maturity date of the bank instrument, the Borrower's bank returns back the MTN/SBLC/BG to the Provider's bank unencumbered and free of liens or renewed for an additional term.

Top-Rated Bank Instrument Annual Service Fee

2024 Special Price of 10% (includes commission)*

*available through the end of 2024

MEDIUM-TERM NOTE | STANDBY LETTER OF CREDIT | BANK GUARANTEE

Assigned Banks: HSBC PLC | UBS AG | BNP Paribas | Deutsche Bank AG | Barclays Bank PLC

Bank Instrument Face Value (\$/€)	Annual Service Fee + Commission (%)	
5,000,000 - 1,000,000,000+	7.5+2.5% (10%)	

NOTE:

- * Borrower's paying and receiving bank must be carry a minimum B-rating bank by Fitch, Moody's and/or Standard and Poor.
- * Borrower may select their issuing bank for bank instruments with face value USD/ EUR 49M and below from one of the assigned banks listed above.
- * Borrower (person or entity) must complete each order before opening a new one.
- * Visit: www.keston.trade to view and download the terms of the payment commitment options: conditional payment (SWIFT MT103) / conditional DLC (MT700); bank instruments below USD/EUR 10M are secured with unconditional SWIFT MT103. USDT and Bitcoin are accepted (contact us for more information and application).
- * Gross sales price must not exceed ten percent (10%) including two point five percent (2.5%) paid in sales commission from the Borrower under a Payment Guarantee Letter (PGL) endorsed by their paying bank, direct to their Authorized Representative or Introducing Broker.

BANK INSTRUMENT APPLICATION FORM

All details are dealt with in a strictly confidential way and released only to professionals to structure a solution for the Security/Collateral requirements.

Borrowing Securities on the Basis of a Global Master Securities Lending Agreement

To: Keston Ca	pital Partne	ers Via Autl	norized Represen	tative (AR)	:	
		AR Coo	le:			
		Accoun	t Manager:			
This e-form is A	dobe PDF	fillable without	t modifying (click	to downloa	Dat	te:
			(Bank) Instru		,	
			,		C (vod openions op	mpleted by Keston):
ISSUING BA		SIN CODE	CURRENCY		REQUESTED	ANNUAL SERVICE FEE
*** payment terr	ns, condition	ons, and drafts	are available at:	www.kesto	n.trade	
IT IS CONFIRM	ED THAT 1	THIS APPLICA	TION IS FOR:			
PURPOSE A	ND DELIV	ERY REQUE	EST (please choo	se from the	options below)	
1.	•	•	w instrument TO nor bank after pu			-term Note (MTN) issued MTN
2.	2. For the purpose to borrow instrument TO receive a fresh-cut Bank Guarantee (BG) issued by Keston (lender) assignor bank after purchase of borrowed BOND/MTN					
3.	For the purpose to borrow instrument TO receive a fresh-cut Standby Letter of Credit (SBLC) issued by Keston (lender) assignor bank after purchase of borrowed BOND/MTN					
With pre-advice by SWIFT MT799 from Keston (lender) assignor bank (if option is not selected the Deed of Agreemennt [DOA] will be prepared WITHOUT pre-advice)						
THE INSTRUM	IENT MUS	ST BE RESE		STOCK EX	XCHANGE BY	START THE TRANSACTION A CALL OPTION WITHING AS BELOW:
INSTRUMEN	T FACE V	ALUE (FV)			SET	TLEMENT COST
FACE VALUE	TO 500M	I EUR/USD			U	SD/EUR 35,000
FACE VALUE	FROM 50	01M TO 999N	M EUR/USD		U	SD/EUR 43,000
INSTRUMEN	TS HAVIN	IG FV HIGHE	ER THAN 1B EU	IR/USD	U	SD/EUR 47,500
				(E	BORROWER [COMPANY] NAME)
				(A	AUTHORIZED	SIGNATURE)
Printed Nam	е					
Title						

APPLICATION FORM MTN-SBLC-BG

To: Keston Capital Partners

	BORROWER'S INFORMATION
NAME REG. # (if applicable)	
ADDRESS	
PHONE NUMBER	EMAIL
	BORROWER'S AUTHORIZED SIGNATORY
AUTHORIZED SIGNATORY (FULL NAME)	
PASSPORT # COUNTRY	
ISSUING DATE EXPIRY	
	BORROWER'S DESIGNATED PAYING BANK
BANK NAME	
BANK ADDRESS	
BANK PHONE	
BANK EMAIL	
SWIFT CODE	
BANK OFFICER	
BANK OFFICER E-MAIL	
ACCOUNT NAME	
IBAN / ACCOUNT #	
ACCOUNT SIGNATORY	
	AND THE RECEIVING BANK ARE DIFFERENT, PLEASE INDICATE BOTH BANK (3RD PARTIES ARE PERMISSIBLE AND A PART OF THE AGREEMENT)
BORROW	ER'S DESIGNATED RECEIVING BANK (IF DIFFERENT FROM ABOVE)
BANK NAME	
BANK ADDRESS	
BANK PHONE	
BANK EMAIL	
SWIFT CODE	
BANK OFFICER	
BANK OFFICER E-MAIL	
ACCOUNT NAME	
IBAN / ACCOUNT #	
ACCOUNT SIGNATORY	

BORROWER CODE						
FACE VALUE AMOUNT REQUESTED						
TYPE OF INSTRUMENT REQUESTED	MTN	SBLC	BG			
	CONDITIONAL PAYMENT VIA SWIFT MT103					
ANNUAL SERVICE FEE PAYMENT TERMS (SELECT ONE)	DOCUMENTARY LETTER OF CREDIT VIA SWIFT MT700 INCLUDING FIELD 49 "CONFIRMATION"					
	DRAFTS OF THE PAYMENT TY	PES ARE AVAILA	BLE AT: <u>WWW.KESTON.TRADE</u>			
BORROWER AUTHORIZED SIGNATORY (FULL NAME)						
TITLE (if applicable)						
NATIONALITY						
PASSPORT # COUNTRY						
ISSUE DATE EXPIRY						
BORROWER PHONE		EMAIL				
COMPANY (if applicable)						
COMPANY ADDRESS						
COMPANY PHONE		EMAIL				
LEGAL ADVISOR NAME						
ADVISOR ADDRESS						
ADVISOR PHONE		EMAIL				
MY BANK HAS MINIMUM B MOODY'S AND/OR STAND	· · · · · · · · · · · · · · · · · · ·		ST PREPARE A CLOSING BANK, LS RECEIVED FROM YOUR TO THE LENDER			
ALL MY CLOSING BANK OFFICERS AWARE OF THIS TRANSACTION: [X] YES (it's mandatory to continue transaction)						
CONFIRMED AND APP	ROVED BY THE BORROW	VFR:				
OOM IMMED AND ALL	NOVED DI THE BONNON	V E I 1.				
		(BORROW	VER [COMPANY] NAME)			
		(AUTHOR	IZED SIGNATURE)			
PRINTED			,			
TITLE						

BORROWER or AUTHORIZED SIGNATORY PASSPORT COPY
Please insert coloured copy of passport at good resolution where it is possible to read all parts of passport. Suggested resolution: 200 dpi

PROJECT DESCRIPTION
(OVERALL PURPOSE FOR THE USE OF THE INSTRUMENT)
EXECUTIVE SUMMARY
LXLOOTIVE GOWNART

		RMAT		_
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REFERRED TO PAYING BANK ACCOUNT HOLDER

PAYOR AUTHORIZED SIGNATORY (FULL NAME)			
TITLE (if applicable)			
NATIONALITY			
PASSPORT # COUNTRY			
ISSUE DATE EXPIRY			
PAYOR PHONE		EMAIL	
COMPANY REG #			
COMPANY ADDRESS			
COMPANY PHONE		EMAIL	
LEGAL ADVISOR			
ADVISOR ADDRESS			
ADVISOR PHONE		EMAIL	
MY BANK HAS MINIMUM E MOODY'S AND/OR STAND	•	BAN	D, YOU MUST PREPARE A CLOSING K, WITH ALL DETAILS RECEIVED M YOUR BANKER SENT TO THE
ALL MY CLOSING BANK OF THIS TRANSACTION:	PFFICERS ARE AWARE		ES (it's mandatory to continue action)
CONFIRMED AND APPR	OVED BY THE PAYING B	(PA)	CCOUNT HOLDER: OR [COMPANY] NAME) THORIZED SIGNATURE)
DRINTED		(AO	
PRINTED TITLE			

Diago inport coloured convic	f passport at good resolution where it is possible to read all parts of passport.
Suggested resolution: 200 dpi	
DESIGNATED PAYING BA	NK
BANK NAME	
BANK ADDRESS	
BANK PHONE	
BANK EMAIL	
SWIFT CODE	
ACCOUNT NAME	
IBAN / ACCOUNT #	
ACCOUNT SIGNATORY	
BANK OFFICER	

AUTHORIZED SIGNATORY PASSPORT COPY - PAYING BANK ACCOUNT HOLDER

BANK OFFICER E-MAIL

CLIENT INFORMATION SHEET

REFERRED TO RECEIVING BANK ACCOUNT HOLDER

RECEIVER AUTHORIZED SIGNATORY (FULL NAME)			
TITLE (if applicable)			
NATIONALITY			
PASSPORT # COUNTRY			
ISSUE DATE EXPIRY			
RECEIVER PHONE		EMAIL	
COMPANY (if applicable)			
COMPANY ADDRESS			
COMPANY PHONE		EMAIL	
LEGAL ADVISOR			
ADVISOR ADDRESS			
ADVISOR PHONE		EMAIL	
MY BANK HAS MINIMUM MOODY'S AND/OR STAN		BANI	D, YOU MUST PREPARE A CLOSING K, WITH ALL DETAILS RECEIVED M YOUR BANKER SENT TO THE
ALL MY CLOSING BANK OF THIS TRANSACTION:	OFFICERS ARE AWARE		ES (it's mandatory to continue action)
CONFIRMED AND APPF	ROVED BY THE RECEIVIN	(RE0	K ACCOUNT HOLDER: CEIVER [COMPANY] NAME) THORIZED SIGNATURE)
PRINTED			
TITLE			

	f passport at good resolution where it is possible to read all parts of passport.
Suggested resolution: 200 dpi	
DESIGNATED RECEIVING	BANK
BANK NAME	
BANK ADDRESS	
BANK PHONE	
BANK EMAIL	
SWIFT CODE	
ACCOUNT NAME	
IBAN / ACCOUNT #	
ACCOUNT SIGNATORY	
BANK OFFICER	

AUTHORIZED SIGNATORY PASSPORT COPY – RECEIVING BANK ACCOUNT HOLDER

BANK OFFICER E-MAIL

FPA

FEES PROTECTION AGREEMENT ON BEHALF OF THE AUTHORIZED REPRESENTATIVE INCLUDING ALL ASSOCIATES OR BENEFICIARIES (AR)

TO THE CARE AND IN FAVOR OF THE AUTHORIZED REPRESENTATIVE (AR)

All details are dealt with in a strictly confidential way and released only to professionals to structure a solution for the Security/Collateral requirements.

SUBMISSION DATE							
BORROWER							
BENEFICIARY (NAME OF AR)							
TRANSACTION	STANDBY LETTER OF	LEASE OF BOND CONVERTED AT TIME OF ISSUANCE TO STANDBY LETTER OF CREDIT, BANK GUARANTEE, OR MEDIUM TERM NOTE AS REQUESTED IN THIS BORROWER APPLICATION					
INSTRUMENT FACE VALUE AMOUNT							
INSTRUMENT PRICE	SEVEN POINT FIVE	PERCENT	7.5	% OF FACE VALUE			
ANNUAL AR FEE		PERCENT		% OF FACE VALUE			
ANNUAL SERVICE PRICE (ASP)		PERCENT		% OF FACE VALUE			

The undersigned, with full corporate responsibility, under penalty of perjury, issue this Irrevocable Fee Protection Agreement (FPA) for the above Instrument Face Value Amount to be paid as listed below, for the above referenced Beneficiary / AR (and any associates) under the transaction described above, including any/all extensions thereof.

This FPA shall be valid and binding upon signing of the Deed of Agreement (DOA) with Keston the Instrument Provider. Said fee to be paid to the AR (Paymaster) as per Borrower Payment Guarantee Letter (PGL) as a part of the DOA with PGL endorsed by Borrower's Paying Bank prior to Payment Commitment nominated by the Borrower.

The Fee Protection of the above is inclusive of the entire transaction plus extensions. The Annual AR Fee shall be paid to the Beneficiary as per their written instruction upon completion of each and every tranche.

The payment shall be made without protest, delay, or deductions (other than bank wire transfer fees).

NON-CIRCUMVENTION AND NON-DISCLOSURE (NCND)

The parties do herein agree that the Non-Circumvention and Non-Disclosure Rules (NCND) of the International Chamber of Commerce (ICC 500) apply to this transaction for a period of five (5) years from the Submission Date above by the undersigned (next page), his or her assigns, agents and/or heirs. This NCND also applies to any and all transactions direct or indirect initiated by the AR with the Borrower and Provider.

The undersigned agrees that this FPA is assignable and transferable to the beneficiary, heir or assign upon written notice of all parties, and shall not be amended without the express written consent of the parties. If no DOA is consummated or transaction completed, this FPA becomes null and void in its entirety.

CONFIRMED AND APPROVED BY THE BORROWER:

PRINTED	
TITLE	
PASSPORT	
COUNTRY	
ISSUE DATE	
EXPIRY DATE	