SBLC Issuance/ Monetization/Trade Agreement

______________________, hereinafter referred to as the "**VISA issuer/VISA Monetizer Representative**," agrees to issue a Standby Letter of Credit (SBLC) on __/___/2025 to the entity identified as ____________________________________, referred to as the "**Client/End Beneficiary**."

This SBLC will have a validity period of one year and one month, with a total value of Four Hundred Million Euros (€400,000,000). The issuance of this SBLC is subject to the VISA issuer/VISA Monetizer Representative receiving a setup/sending fee of ___________________ Dollars ($___________________).

This fee will be paid in two parts: the first payment of $_______________ USD must be made prior to the issuance and transmission of the MT799 by the VISA issuer/VISA Monetizer Representative, and the second payment of $_________________ USD is due upon receipt of the MT799 pre-advice.

The SBLC will be sent from Barclays Bank in the UK, along with a PRE-ADVICE MT799 via Brussels SWIFT, and an MT760 via Brussels SWIFT. A hard copy will also be delivered to the VISA Monetizer Bank, containing the required language.

Additionally, the VISA issuer/VISA Monetizer Representative will facilitate the monetization/trading of the SBLC once it has been received by the VISA Monetizer Bank. The estimated Loan-to-Value (LTV) Ratio for this SBLC is projected to be between 75% and 82%.

Upon monetization, the Client/End Beneficiary will receive an advance payment based on the estimated monetized amount/LTV (70% of 3% - 8% of total estimated monetized amount/LTV). The remaining funds will be allocated for trading, which is expected to generate approximately 28% net profits monthly on the invested amount, to be shared between the VISA issuer/VISA Monetizer Representative and the Client/End Beneficiary over a duration of 10 months.

The anticipated timeline for monetization is one month, after which the advance payment will be released. An additional month will be necessary before the initial trading profits can be received.

Between 3% and 8% of the monetization profits will be allocated as an advance to the VISA issuer/VISA Monetizer Representative and to the Client/End Beneficiary within 30 business days following the issuance of the SBLC. Of this advance, 30% will be directed to the VISA issuer/VISA Monetizer Representative, while 70% will be allocated to the Client/End Beneficiary.

The VISA issuer/VISA Monetizer Representative is required to provide complete proof of payment for the final advance payout received to the Client/End Beneficiary. Moreover, an estimated net total of

28% of the overall monetization/trade profits from the SBLC will be shared between the VISA issuer/VISA Monetizer Representative and the Client/End Beneficiary.

The VISA issuer/VISA Monetizer Representative must furnish the Client/End Beneficiary with full proof of payment for the monthly trade payout received. The net 20% of the total monetization/trade profits from the SBLC will be transferred by the VISA issuer/VISA Monetizer Representative to the Client/End Beneficiary on a monthly basis for a duration of 10 months. Each payment will be made within 2 business days after the VISA issuer/VISA Monetizer Representative has received the funds.

ISSUANCE :

MT799 PRE-ADVICE VERBIAGE:

VERBIAGE OF PRE-ADVICE SWIFT MT799 (APPLICANT BANK)
-------------SWIFT MESSAGE HEADER-------------

SWIFT OUTPUT: MT-799 CONFIRMATION MESSAGE PRIORITY: TOP URGENT
SENDER:
BANK NAME:
BANK ADDRESS:
BANK OFFICER:
SWIFT CODE:
ACCOUNT NUMBER:
ACCOUNT HOLDER:

RECEIVER:
BANK NAME:
BANK ADDRESS: BANK OFFICER: SWIFT CODE: ACCOUNT NUMBER: ACCOUNT HOLDER:
20: TRANSACTION CODE:
21: REFERENCE NUMBER:
77A: DESCRIPTION:

-------------SWIFT MESSAGE TEXT-------------

WE, [ISSUING BANK] OF [ISSUING BANK ADDRESS] WITH FULL BANKING RESPONSIBILITY AND LIABILITY HEREBY CONFIRM THAT WE HOLD ON THE ABOVE-MENTIONED ACCOUNT ON BEHALF OF OUR CLIENT CASH RESERVES OF TWO HUNDRED AND FIFTY MILLION EURO (€000,000,000.00). OUR CLIENT HAS CONVEYED HIS INSTRUCTION TO US TO BLOCK THESE CASH FUNDS AND ISSUE OUR SBLC

(STAND BY LETTER OF CREDIT) FOR THE SUM OF XXXXXXXXXXX EURO (€000,000,000.00) TO YOUR ACCOUNT HOLDER, XXXXXXXXXXX, ACCOUNT NUMBER XXXXXXXXX HELD AT YOUR BANK.

THE SAID FUNDS ARE CLEAR CLEAN AND OF NON-CRIMINAL ORIGIN AND FROM LEGAL SOURCE, FREE OF ANY LIENS, PLEDGES OR ENCUMBRANCES OF ANY KIND. THE SBLC (STAND BY LETTER OF CREDIT) WE ARE TO ISSUE SHALL BE CASH–BACKED AND ASSIGNABLE, TRANSFERABLE, UNCONDITIONALLY, CONFIRMABLE AND PAYABLE WITH FULL BANK RESPONSIBILITY AND LIABILITY WHEN PRESENTED AT OUR BANK ADDRESS ABOVE. THIS IS AN OPERATIVE AND CALLABLE INSTRUMENT AND IS SUBJECT TO THE UNIFORM COMMERCIAL CODE VALID FOR A MINIMUM OF ONE YEAR AND ONE MONTH AND MAY BE FURTHER VERIFIED ON A BANK-TO-BANK BASIS.

PLEASE CONFIRM YOU ARE READY TO RECEIVE AND FUND THIS BANK INSTRUMENT WITH GOOD, CLEAN AND CLEARED AND NON-CRIMINAL ORIGIN FUNDS.
THIS IS FULLY OPERATIVE INSTRUMENT. WE CONFIRM IS EMISSION AND CERTIFY THE TRANSPARENCY OF THIS OPERATION.
FOR AND ON BEHALF OF [BANK NAME] OF [BANK ADDRESS]
BANK OFFICER (1) BANK OFFICER (2)
NAME: NAME:
TITLE/PIN: TITLE / PIN

MT760 VERBIAGE:

DRAFT SWIFT TEXT FORMAT FOR MT760 (APPLICANT BANK)
-------------SWIFT MESSAGE HEADER-------------

SWIFT OUTPUT: MT-760 MESSAGE CASH BACK BANK GUARANTEE UNDER ICC FORMAT 758 PRIORITY: TOP URGENT
SENDER:
BANK NAME:
BANK ADDRESS:
BANK OFFICER:
SWIFT CODE:
ACCOUNT NUMBER:
ACCOUNT HOLDER:

RECEIVER:
BANK NAME: BANK ADDRESS: BANK OFFICER: SWIFT CODE:
ACCOUNT NUMBER: ACCOUNT HOLDER:
TRANSACTION CODE: REFERENCE NUMBER: NARRATIVE:

-------------SWIFT MESSAGE TEXT-------------

SUBJECT: CASH-BACKED BANK GUARANTEE UNDER ICC FORMAT 758 AMOUNT: XXXXXXXXXXXXXXXX EURO (€000,000,000.00)
ISSUE DATE:
MATURITY DATE:
GUARANTEE NUMBER:
CURRENCY CODE:
SCREEN CODE:
BENEFICIARY:
MT760 TO:
PLACE, DATE

BANK GUARANTEE No. XXXXXXXXXXXXXX
WE, (NAME OF ISSUING BANK, BRANCH NAME, ADDRESS), HEREBY ISSUE OUR IRREVOCABLE, UNCONDITIONAL, TRANSFERABLE AND ASSIGNABLE STAND BY LETTER OF CREDIT IN FAVOUR OF XXXXXXXXXXXXXX, BEING THE BENEFICIARY FOR THE AMOUNT EUR XXXXXXXXXXXXX ONLY ($000,000,000.00) FOR CREDIT FACILITIES GRANTED TO THE CLIENT, XXXXXXXXXXXXXXXXX.

THIS STAND BY LETTER OF CREDIT IS AVAILABLE BY PAYMENT AGAINST YOUR AUTHENTICATED SWIFT OR TESTED TELEX TO US CERTIFYING THAT THE CLIENT FAILED TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CREDIT FACILITY AGREEMENT AND THE AMOUNT DRAWN REPRESENTS THE UNPAID BALANCE OF INDEBTEDNESS INCLUDING THE PRINCIPAL AMOUNT, INTEREST ACCRUED AND OTHER BANKING CHARGES DUE TO YOU BY THE CLIENT.

WE WILL FOLLOW RECEIPT OF THE ABOVE AUTHENTICATED SWIFT WITHIN 7 WORKING DAYS TO PAY YOU THE AMOUNT SPECIFIED IN YOUR AUTHENTICATED SWIFT OR TESTED TELEX IN COMPLIANCE WITH THE ABOVE TERMS. THIS STAND BY LETTER OF CREDIT WILL COME INTO EFFECT ON AND EXPIRE ON AT THE COUNTER OF (ISSUING BANK NAME AND ADDRESS). PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED. ALL BANKING CHARGES ARE FOR ACCOUNT OF THE CLIENT. IT IS A CONDITION OF THIS LETTER OF CREDIT THAT THE EXPIRATION DATE SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST NINETY (90) DAYS PRIOR TO SUCH EXPIRATION DATE WE SEND NOTICE TO YOU BY CERTIFIED MAIL OR BY HAND-DELIVERED COURIER, AT THE ADDRESS STATED ABOVE, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. HOWEVER, IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND THE FINAL EXPIRY DATE OF UPON SUCH NOTICE TO YOU, YOU MAY DRAW ON US AT SIGHT FOR AN AMOUNT NOT TO EXCEED THE BALANCE REMAINING IN THIS LETTER OF CREDIT WITHIN THE THEN-APPLICABLE EXPIRY.

SBLC Issuance/ Monetization/Trade Agreement

DATE XXXXXXXXXXXX
FOR AND ON BEHALF OF (NAME OF ISSUING BANK)
BANK OFFICER (1) BANK OFFICER (2)
NAME: NAME:
TITLE/PIN: TITLE / PIN

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ISSUANCE AND MONETIZATION/TRADE DETAILS:

1. INSTRUMENT TYPE : SBLC (STAND BY LETTER OF CREDIT)
2. TERM : OPERATIVE, IRREVOCABLE, ASSIGNABLE AND CONFIRMED
3. AGE : ONE YEAR AND ONE MONTH
4. ISSUING BANK : BARCLAYS , UK
5. ADVANCED MONETIZATION PAYOUT: 3%-8% OF LTV/MONETIZATION AMOUNT.
7. TRADE PAYOUT : 28% OF LTV (MONETIZATION LOAN TO VALUE) /MONTHLY FOR 10 MONTHS.
8. CURRENCY : EURO
9. CONTRACT AMOUNT : FOUR HUNDRED MILLION EURO (€400,000,000.00) WITH OPTIONAL R&E
11. SUBSEQUENT TRANCHE : AGREED BY BOTH PARTIES
12. PAYMENT : SWIFT MT103 OR CRYPTOCURRENCY

TERMS:

1. The Standby Letter of Credit (SBLC) will remain valid for a duration of one (1) year and one (1) month, with the possibility of extending it for an additional five (5) years.

2. The total value of the SBLC is set at four hundred million euros (€400,000,000).

3. The anticipated timeframe for the payment issuance to the delivery of the SBLC hard copy to the VISA monetizer receiving bank is estimated to be between 15 to 20 banking days.

4. Upon receiving the initial payment from the Client/End Beneficiary, the process of creating and issuing the SBLC, which includes submitting the MT799 to the VISA monetizer receiving bank, is projected to take around ten business days. The estimated duration for monetization is one month, after which the advance payment will be released. An additional month will be necessary before the first trading profits can be received.

5. The MT760 will be sent within 24 to 48 hours after the VISA issuer/VISA Monetizer Representative has obtained an MT199 or MT799 from the VISA monetizer receiving bank, confirming their readiness to accept the MT760, and after the second payment for the MT760 issuance has been received. Simultaneously, the hard copy of the SBLC will be dispatched via certified INTERBANK mail, which may take approximately 7 to 10 business days to reach the VISA monetizer receiving bank.

6. The SBLC will be issued using the Bank's own financial resources.

7. The payment structure for the SBLC issuance will be as follows: 50% to commence the process and 50% upon confirmation of the MT799, prior to the issuance of the MT760.

8. SBLC Issuance Payment: A total of _________________________ US Dollars ($________________________USD) will be split into two payments. The first payment is required before the MT799 Pre-advice is sent and the SBLC is issued. The second payment, amounting to ______________________, will be made only after the VISA Monetizer Receiver Bank has confirmed the receipt of the MT799 Pre-advice.

9. Upon the monetization of the Standby Letter of Credit (SBLC), the Client/End Beneficiary will be entitled to receive a payout amounting to Seventy percent (70%) of the total monetization advanced amount, which ranges from 3% to 8% of the Loan to Value (LTV). For example, if the LTV or Monetization Ratio is set at 75% for this SBLC, with a face value of four hundred million dollars, the payout from the advance will range from 6.3 million to 16.8 million dollars. This is calculated as 70% of the amounts derived from 3% - 8% of 75% LTV of $400 million.

The funds will be transferred to the designated official paymaster or bank account of the Client/End Beneficiary. The advanced payout must be disbursed within two business days after the VISA issuer or VISA Monetizer Representative has received the funds.

10. After the advanced monetization payment of the SBLC, the Client/End Beneficiary will receive an estimated monthly payout of Twenty percent (20%) from the 28% net profit derived from the total remaining monetization amount, which will be allocated to a 10-month trading program. The Client/End Beneficiary is to be compensated within two business days following the receipt of this monthly trade payout by the VISA issuer or VISA Monetizer Representative.

11. The Standby Letter of Credit (SBLC) will be officially registered with Bloomberg and International Risk Systems.

12. The LTV percentage for the instrument will range between 75% and 82%. The advanced payment from the monetization will fall between 3% and 8% of the total monetization amount or LTV. The net profits from the monthly trading activities are expected to be approximately 28% of the LTV or monetization amount. It is important to note that the final advanced and trade payouts are not fixed amounts or percentages but rather approximate ranges or estimates.

13. Should the Client/End Beneficiary not receive the anticipated advance monetization payment and the estimated monthly trade profits, a full refund of ___________________________ US dollars ($________________ USD) will be issued to the Client/End Beneficiary within ninety (90) business days from the date of SBLC issuance.

PROCEDURES:

1. The Client/End Beneficiary's CIS must be submitted to the VISA issuer/VISA Monetizer Representative for approval.

2. This agreement regarding the issuance and monetization/trade of the SBLC will be executed by both parties involved.

3. The initial payment of ______________________________ US Dollars ($__________________ USD) for the issuance of the SBLC will be made to the VISA issuer/VISA Monetizer Representative.

4. Prior to the issuance of the MT799 pre-advice, the VISA issuer/VISA Monetizer Representative will provide the Client/End Beneficiary with the final versions of the MT799 and MT760.

5. The MT799 will be sent to the VISA Monetizer Bank, which is obligated to respond to the VISA issuing Bank with either an MT199 or MT799, confirming receipt of the MT799 and indicating its readiness to accept the MT760.

6. The MT760 will be dispatched after the successful completion of Step #6 and following the second payment of ___________________________ US Dollars ($________________________ USD) to the VISA issuer/VISA Monetizer Representative, contingent upon confirmation of the MT799.

7. Within fifteen to twenty banking days after the VISA issuer/VISA Monetizer Representative receives the SBLC setup payment, the hard copy of the SBLC will be transferred from the Issuing Bank to the VISA Monetizer Bank through interbank transfer.

8. The estimated amount for Advanced Monetization (3%-8%) will be sent to the VISA issuer/VISA Monetizer Representative for distribution to the Client/End Beneficiary, the VISA issuer/VISA Monetizer Representative, and any intermediary consultants.

9. The remaining funds after Step #8 will be allocated for trading, which is expected to yield approximately 28% net profits each month for 10 months. The Client/End Beneficiary will receive an estimated 20% net profits monthly, while the VISA issuer/VISA Monetizer Representative will receive an estimated 8% net profits each month.

10. Trading will conclude. The SBLC will expire one year and one month from the issuance date, with the option for renewal.

ACCOUNT INFORMATION FOR PAYMENT & RECIEPT OF FUNDS

A. PAYMASTER ACCOUNT TO RECEIVE FUNDS FROM MONETIZATION/TRADE:

B.

Account Name	
Account Number	
Routing Number	
SWIFT Code	
Bank Name	
Bank Address	
Bank Officer	
Final Beneficiary	

C. CLIENT'S DESIGNATED ACCOUNT TO RECEIVE NON- RECOURSE FUNDING

Account Name	
Account Number	
Routing Number	
SWIFT Code	

Bank Name	
Bank Address	
Bank Officer	
Final Beneficiary	

D. CLIENT'S CONSULTANTS DESIGNATED ACCOUNT TO RECEIVE FUNDS:

Account Name	
Account Number	
Routing Number	
SWIFT Code	
Bank Name	

Bank Address	
Bank Officer	
Final Beneficiary	

E. ARTICLES OF INCORPORATION

D.1 VISA ISSUER/VISA MONETIZER REPRESENTATIVE

D.2 CLIENT/END BENEFICIARY

This SBLC Issuance and Monetization/Trade Agreement ("Agreement") dated ___/____/2025 and entered into by and between:

VISA issuer/Monetizer Representative: **Client Beneficiary:**

Signature: **Signature:**

Name: **Name:**

Title: **Title:**