

# TEMPLATE AGREEMENT

**NAME Party A**

**And**

**NAME Party B**

Whereas PARTY B wishes to fund their COUNTRY/PLACE NAME based projects, PARTY A shall work with its partners and use all reasonable efforts to achieve this.

Now therefore, the parties agree on the following agreement;

## **Purpose**

PARTY A shall deposit 500,000 euros of units in a Bloomberg Listed Bond into an account nominated by Party B and procure that the units are registered in the name of Party B. Party A will also provide appropriate background information on Bloomberg listed Bond. The deposit will be released by Party B on either successful launch of their own Bond or the repayment of the 150,000 euros.

PARTY B shall pay 150,000 euros in fees into an account nominated by Party A.

PARTY A shall procure the issue of Corporate Bonds and sell them and thereby raise the funding for the COUNTRY/PLACE NAME based projects.

Issuing amount: \$150 million USD.

Type: Nil coupon bond.

Maturity: 8 years.

Currency: US Dollars.

Underlying asset: Insurance Secured Debt.

Issuing company: Newly formed Canadian Co. ( new co)

## **A Structure of Corporate Bonds issuance**

The issuing of the Corporate Bond is set out below. It is anticipated to take one to two months to complete upon receipt of the structure fee.

1 Term sheet and prospectus of the Corporate Bond.

2 Directors nominated by Party A shall via corporate resolution be authorised by PARTY B and new co to transact and sign off on the Corporate Bond.

3 The Bond will be issued via CDS, Canada. Clearing by Clearstream or Euroclear. The Corporate Bond will be posted on Bloomberg.

4 The Bond will be placed with a custodian or transfer agent until funded.

### **B Structure of insurance wrap on the Corporate Bonds.**

In order to execute the insurance, the following steps are agreed, expected to take two months to complete.

1 PARTY B shall deliver all financials and asset valuations as required by the insurance company and which they have or can reasonably obtain to calculate and offer the insurance wrap.

2 Directors nominated by Party A shall, via corporate resolution be authorised by PARTY B and new co to transact and sign off the insurance wrap.

3 The expected terms of the insurance wrap are 8% of the face value of the Corporate Bond paid each time the Bond is funded as a one off fee. The insurance fee is determined by the strength of the collateral.

4 The insurance agreement is signed.

### **Refund**

It is agreed by the parties that A 1-4 and B 1-4 will be completed within four months from the date of this agreement.

If that deadline is not met then Party A must pay Party B 150,000 euros within ten working days providing Party B has complied with A2 and 5 and B1 and 2 above.

On receipt of the 150,000 euros cash then Party B must forthwith return the Bloomberg Listed Bond to the custody and ownership of Party A.

If Party B does not receive the funds in the timeframe set out here then it is agreed by both parties that Party B can retain permanent ownership of the bonds and dispose of them as it sees fit.

### **Liability**

The parties shall be liable only for wilful malfeasance and bad faith. No one other than parties to this agreement shall hold or claim liability.

**Confidential information.**

The parties shall keep the agreement confidential and all information disclosed under this agreement will be kept confidential. No party will seek to circumvent the other. Confidential information shall include all data, materials, products, technology, specifications, manuals, business plans, financial plans and other information disclosed or submitted, orally or in writing or by any other media to the other. Confidential information disclosed orally shall be identified as such within five days of disclosure. Nothing herein shall require the parties to disclose any of its information.

**Information deemed non confidential**

The parties shall have no obligation with respect to confidential information which is or becomes publically available without breach of this agreement.

**Severability**

If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable then this agreement including all the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.

**No implied waiver.**

A failure by either party to insist in any one or more instances upon strict performance by the other party of any of the terms of this agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

**Governing Law and Arbitration**

All disputes and questions whatsoever which arises between the parties to this agreement shall be settled by arbitration in accordance with the arbitration laws of the ICC.

This agreement will be governed and construed in accordance with the laws of the United Kingdom. In the event that either party shall be required to bring any legal actions against the other to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover reasonable legal fees and costs.

---

For and on behalf of

---

For and on behalf of