

Board of Governors of the Federal Reserve System 20th Street and Constitution Avenue N.W. Washington, D.C. 20551, U.S.A.

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## GENERAL TERMS, RULES AND GUIDELINES FOR EXCHANGE OF USD VS EUR

None of the customary standards and practices that apply to normal, conventional business, exchanging and finance, apply to "this transaction-programs". Personal business and financial success have virtually nothing to do with who you are and what you know, but almost everything to do with what you are and whom you know.

It is a "privilege" to be invited to participate in one of our Private Foreign Currency Exchange Transactions; it is not a "right." These programs deliver unparalleled yields in combination with absolutely no program-related risk. The financial administrators and managers have a virtually endless supply of financially qualified applicants. All things considered, the financial administrators and their banks, will favor the applicant who provides the best compliance documentation.

And, applicant should never underestimate what the financial entities know about him, as failure to provide full disclosure will disqualify the disingenuous.

Generally, these transactions exist only to wealthy clients, corporations and private individuals who have some knowledge about these transactions and good relationship with their existing banks, to receive requested treatment and highest professional services.

Each Client must first prove that they are qualified to enter into Transaction, not the other way around. Until the Client is accepted by the Compliance, Bankers and Trading Banks, no placement can occur. The U.S. Patriot Act has introduced obligatory stringent compliance procedures, which lengthens the time required to receive clearance.

Face-to-face interviews with the compliance officers and program administrators are occasionally required, but generally not necessary. Any arrogant or demanding personality will be simply rejected.

Furthermore, any compliance document submitted must be executed by the actual principal signatory owner of funds and/or bank credit-facilities only. Corporations must empower an Officer or Director as the Sole and Exclusive Signatory by using a Corporate Resolution.



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Not only do the funds have to be on deposit in a top bank, but they must also be in an acceptable Western European (preferably) jurisdiction. If not, the funds must be moved to an acceptable jurisdiction, or else responsibly endorsed by an acceptable corresponding bank in an acceptable venue.

It is felony fraud to submit documents or financial instruments that are forged, altered or counterfeit. Such papers are promptly referred to the appropriate law enforcement agencies for immediate criminal prosecution.

The practices, procedures and rules are determined by the U.S. Federal Regulatory Authorities, Western European Central Banks program management, licensed traders and trading banks. It is their decision whom to accept and whom to reject. Contract terms, yield, schedules, etc., are made to fit their needs and schedules, and not the caprices or demands of the Client.

This marketplace is highly regulated and strictly confidential, and absolute confidentiality by the Currency Provider is a key element of virtually every contract. A Client who breaks confidentiality will precipitate instant cancellation of the contract, no matter whether in processing stage or already executed, often with severe financial consequences. This document is a non-separable part of the referenced PFCEA.

Submission of the Application and Compliance documents by Client to more than one Currency Provider at a same time is termed "shopping", and when such action becomes obvious, Client can expect that this fact shall be quickly disseminated and known among the financial management groups who maintain close communication, and Client will then be accepted by none and is rejected ("blacklisted") by all.

Respectfully,

## **READ, UNDERSTOOD AND ACCEPTED BY CLIENT:**

PASSPORT	NO:		
	E TITLE)		
(COMPANY) / EUR-PROVIDER			
		(Authorized Signatu	ire and Seal)
E-MAIL:	· · · · · · · · · · · · · · · · · · ·		
PHONE NO:		*	
EUR-P BANK:			
BANK ADDRES	S:		

EUR-Provider's Initial:

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## TRANSACTION PROCEDURES

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- 1) EUR-P accepts the General Terms, Rules, Guidelines and Procedures by signed the present 3 pages document and sends it back to USD-P Compliance Officer, who in return issues Compliance Package (with the Transaction Code) and sends it to EUR-Provider.
- 2) EUR-P completes/submits the Full Compliance Package, along with his Bank Acknowledgment, to USD-P Compliance Officer.
- 3) USD-P does the due-diligence on the submitted documents, and subject to satisfaction and acceptance, issues/sends Draft PFCEA to EUR-P.
- 4) USD-P and EUR-P mutually and promptly accept, sign, seal, and return the PFCEA, along with the IMFPA (Addendum 6), which is an integral part of the PFCEA, by e-mail (hard copies to be exchanged by courier service, if requested).
- 5) The PFCEA and IMFPA are lodged with the Parties respective banks for their compliance purposes, and, the EUR-P Bank Officer will immediately call the USD-P Bank Officer at his provided coordinates to arrange the exact Window-Time and verify (if necessary) any transaction details.
- 6) At the bankers agreed Date and Window-Time, the EUR-P's Bank contacts USD-P's Bank via SWIFT MT799 or MT199 (as per verbiage pre-approved by USD-P), which copy will to be sent immediately to the USD-P via e-mail to: (TBA) accordingly.
- 7) USD-P's Bank sends USD-funds via a conditional SWIFT MT103 to EUR-P's Bank, in accordance with the banking instructions and Tranching Schedule of the PFCEA, which includes the specific instructions of automatic and simultaneous release of USD-funds upon unconditional EUR-funds SWIFT MT103 wire transfer to USD-P's given banking, coordinates.
- 8) EUR-P Bank sends EUR-funds; equivalent to the USD-funds received less 10% discount, via an unconditional SWIFT MT103 with same day credit to USD-P's Bank in accordance with the banking instructions within the PFCEA, which simultaneously releases all USD-funds on EUR-P's USD-account.
- 9) USD-P, upon receipt of EUR-funds, shall pay all consultancy fees (5%) in accordance with the IMFPA which is attached to and made a part of the PFCEA.
- 10) Further tranches are to be continued, as per the above Procedure clause 7 to 9, until USD are exhausted or the PFCEA amount is completed, incl. all rollovers and extensions.

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