



## RULES OF ENGAGEMENT AND TERMS OF BUSINESS SECURITY DEPOSIT

The Rules of Maximuch's engagement with clients is governed by this code of conduct and applies to all transactions relating to project financing, transaction of financial instruments such as SBLC or BG or LTN or MTN, monetization of assets, entry into Managed Buy-Sell or PPP Trade, or any other financial service provided by Maximuch Capital LLC.

Maximuch Capital LLC (hereinafter "Maximuch") and all its affiliates and subsidiaries focus only on profitable, economically well-established, carefully planned and prepared projects. Maximuch's work is grounded on the information provided by the clients. The accuracy, liability and viability of the produced data is the responsibility of the client. Maximuch cannot be held liable for the accuracy of the data.

Our financiers and investors have to rely on this information and therefore, Maximuch can establish that the success or failure of the financial transaction is clearly and strongly dependent upon the quality and completeness of the project documentation provided by our client.

That also logically means that the Success Fee of Maximuch is solely determined by the above factors. Thus to avoid the occurrence of unexpected and adverse situations, Maximuch shall request a business security deposit.

The following situations, although not an exclusive list, are examples and considered as the client's fault:

- a) if the client is not willing to provide or cooperate in the project documentation's proper preparation, fails to provide the required documents on a timely manner by way of delay in responding to e-mail queries or other forms of correspondence;
- b) if the client does not give a proper and timely feedback on Maximuch's questions, emails or any other communications;
- c) if the client will not provide a project company;
- d) if the client will not act according to the terms of the Client Agreement;
- e) if the client provides inaccurate, not viable or miscalculated data in the project documentation;
- f) if the information provided by the client proves to be unreal, or if the client withholds information relevant to the project or to the loan request, or if material misrepresentation of data including omission, attempting to fraud, evidence of white out and alterations of documents or any deceptive act done intentionally which leads to compliance failure;
- g) if the client will not accept financier's offer even when requirements of the indicative offer in the client agreement are fulfilled, and will not commit to sign the offered contract.

- h) If the client KYC documents fail to pass due diligence conducted by our compliance team due to wrong or misleading information provided in these documents. (This applies to transactions relating to financial instruments such as SBLC or BG or LTN or MTN / asset monetization / Managed Buy-Sell or PPP Trade)
- i) If the client is unable to provide either Proof Of Funds (PoF) or Ownership documents of assets (to be used as collateral) within a time specified by Maximuch. (This applies to transactions relating to financial instruments such as SBLC or BG or LTN or MTN / asset monetization / Managed Buy-Sell or PPP Trade);
- j) If the clients fails to comply to the Intermediary Fee Protection Agreement (wherever such an agreement becomes a part of any financial transaction);
- k) If the client indulges in any act of material representation or practice that likely to mislead the funding or processing company causing actual monetary damage or significant risk to any of the above parties;

In the case where the client is at fault for the transaction not being able to reach a financial closed (see previous examples described above from a) to j) points), Maximuch is entitled to keep the sum of business security deposit and not refund it to the client.

In the event of a transaction reaching a successful financial close, this deposit will be adjusted against the Success Fee payable to Maximuch by the client. However, in the event of the transaction failing to reach a successful financial close due to no fault of the client, Maximuch shall refund the sum of business security deposit without any deductions.

The amount of business security deposit is fixed at US\$25,000.00 (US Dollars Twenty Five Thousand) irrespective of the type of transaction, size or geographical location of the project. This security deposit will be paid by the client into one of Maximuch's nominated bank accounts