SWIFT TRADE DESK

BUY TICKET AGREEMENT

Date:	
	THE PARTIES
CUSTOMER	
Name:	
Email:	
Address:	
CLEARING BANK	

Name:	Vantu Bank Limited
Email:	tradedesk@vantubank.com
Address:	T19 Tana Russet Plaza, Kumul Highway, Port Vila, Efate, Vanuatu

THIS AGREEMENT is made between the Parties and on the date specified in the above tables.

RECITALS

- (1) This Agreement is supplemental to the SWIFT Trade Desk Account Agreement made between the parties on the date specified in the First Schedule.
- (2) The Customer is the beneficial owner of clean and clear Cash Funds available for the purchase of Assets as described herein.
- (3) The Customer wishes to purchase the Asset(s) having the ISIN number(s) set out in the First Schedule and has sufficient Cash Funds on deposit to be able to pay the purchase price together with Clearing Bank fees and charges for it services provided hereunder.
- (4) Under the SWIFT Trade Desk Account Agreement the parties have agreed that Clearing Bank will act as clearing bank and closing agent for purchase of the Asset(s) on the terms set out herein.

1. DEFINITIONS

(a) <u>Definitions</u>

In this Agreement words and phrases defined in the Schedule or in the SWIFT Trade Desk Account Agreement shall have the meanings there specified and the following expressions shall, except where the context otherwise requires, have the meanings respectively set opposite them:

Customer Initials:

Customer

Asset(s)	assets comprising MTNs, Bank Guarantees, Standby Letters of Credit, Bonds and Structured Products;
Cash Funds	Legally acquired currency that can be immediately used for the exchange of assets including precious metals and instruments;
Seller	The customer of Clearing Bank that is ready, willing and able to sell the Asset(s) to the Customer;
Transaction	The sale of the Asset(s) to the Customer by the Seller by way of Euroclear three-way pair.

(b) Other Provisions

The following provisions of the SWIFT Trade Desk Account Agreement shall apply to this Agreement as if the same had each been set out herein and adopted separately:

- (i) Clause 1: Interpretation;
- (ii) Clause 8: Limit of Liability;
- (iii) Clause 12: Confidentiality;
- (iv) Clause 13: Mutual Warranties;
- (v) Clause 14: Assignment;
- (vi) Clause 15: Modification and Intent;
- (vii) Clause 16: Notices;
- (viii) Clause 17: Miscellaneous;
- (ix) Clause 18: Dispute Resolution.

2. TRADE INSTRUCTIONS

(b) <u>Appointment</u>

- (i) The Customer hereby appoints Clearing Bank and Clearing Bank accepts appointment as the Clearing Bank and closing agent for the purchase of the Asset(s) at the price and in the tranches set out in the Schedule.
- (ii) The Customer authorizes Clearing Bank officers to maintain direct communication with the Customer's bank officer by phone, email and personal visit.

(a) <u>Schedules of Conditions</u>

The following are all set out in the Schedules hereto:

- (iii) the ISIN number(s) of the Asset(s);
- (iv) the price and the tranche schedule;
- (v) the Asset type;
- (vi) full details of the Asset(s) and the required documents and procedures.

Customer Initials:

SWIFT Trade Desk

3. CONFIDENTIALITY

Both the details and the existence of the Transaction shall be confidential information subject to the restrictions of clause 12 of the SWIFT Trade Desk Account Agreement.

4. **Representations**

(c) <u>By Customer</u>

The Customer warrants and represents to Clearing Bank that:

- the Customer is the unencumbered beneficial owner of the Cash Funds used to pay the purchase price of the Asset(s);
- (ii) the Cash Funds so used are clean and clear of any encumbrances and were acquired through non-criminal activity.

(d) **By Clearing Bank**

Clearing Bank represents and covenants that it will, before completion of the Transaction, have received from the Seller's bank, a warranty with full bank responsibility that the Asset(s) is/are clean and clear of any encumbrances and were acquired through non-criminal activity.

(a) <u>Independent Review</u>

The Customer has the ability to determine the risk involved in transactions such as intended in this Agreement and has had sufficient opportunity to seek professional advice concerning the specifics of these transactions.

SIGNATURE

I hereby confirm and verify that I am the Customer or the authorized signatory of the Customer and have full authority to execute this Agreement and all documents supplementary hereto.

Name:	
Address:	
Date:	
Passport #:	
Position/Title:	
Signature:	

Vantu Bank shall be deemed to have accepted and entered into this Agreement upon execution of the Transaction described herein.

Customer Initials:

THE FIRST SCHEDULE

PARTICULARS OF THE ASSET(S)

SWIFT Trade Desk Account Agreement Date:	
Transaction id:	
Date:	
ISIN:	
Issuing Bank Name:	
Туре:	
Contract Type:	
Market Price:	
Buy Price:	
Amount to Buy:	
Tranche Size:	
Fees & Charges:	

Customer Initials:

THE SECOND SCHEDULE

PROCEDURES

Customer Initials:

Customer

THE THIRD SCHEDULE

DOCUMENTS

Customer Initials:

Customer