

SWIFT TRADE DESK

SELL TICKET AGREEMENT

Date:

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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 Schedule.
- (2) The Customer is a Customer of Clearing Bank and the beneficial owner of the Asset(s) having the ISIN number(s) set out in the First Schedule and full details of which are set out in the First Schedule.
- (3) Under the SWIFT Trade Desk Account Agreement the parties have agreed that Clearing Bank will act as clearing bank and closing agent for sale of the Asset(s) on the terms set out herein.

1. DEFINITIONS

(a) Definitions

In this Agreement, words and phrases defined in the Schedule or the SWIFT Trade Desk Account Agreement shall have the same respective meanings as there defined and the following expressions shall, except where the context otherwise requires, have the meanings respectively

Customer Initials:

Customer

set opposite them:

Asset(s)	assets comprising MTNs, Bank Guarantees, Standby Letters of Credit, Bonds and Structured Products;
Buyer	The customer of Clearing Bank that has agreed to purchase the Asset(s);
Cash Funds	Legally acquired currency that can be immediately used for the exchange of financial assets including precious metals and instruments;
Transaction	The sale to the Buyer of the Asset(s) in or for the Customer's account;

(b) Other Provisions

The following provisions of the Trade 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;
- (vii) Clause 16: Notices;
- (viii) Clause 17: Miscellaneous;
- (ix) Clause 18: Dispute Resolution.

2. TRADE INSTRUCTIONS

(a) Appointment

- (i) The Customer hereby appoints Clearing Bank and Clearing Bank accepts appointment as the Clearing Bank and closing agent for the sale 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.

(b) Schedules of Conditions

The following are all set out in the Schedule:

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

Customer Initials:

Customer

3. CONFIDENTIALITY

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

4. REPRESENTATIONS

(a) By the Customer

The Customer warrants and represents to Clearing Bank that:

- (i) The Customer is the unencumbered beneficial owner of the Asset(s);
- (ii) the Asset(s) being sold hereunder is/are clean and clear of any encumbrances and was/were acquired through non-criminal activity;

(b) By Clearing Bank

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

(c) Independent Review

The Customer acknowledges and agrees that Customer has been given the opportunity to review this Agreement independently with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of this Agreement.

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 #:	
Signature:	

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

Customer Initials:

Customer

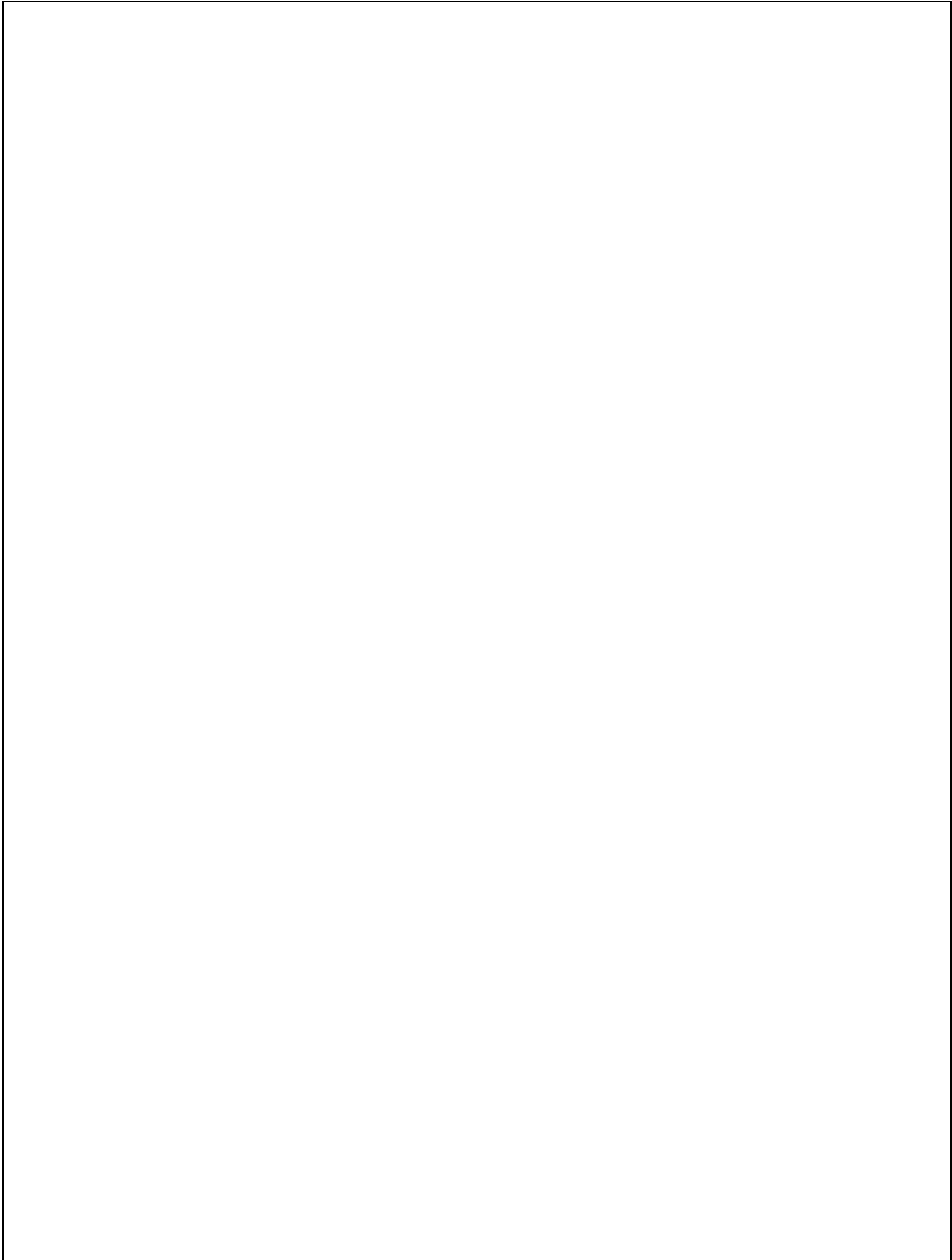
THE FIRST SCHEDULE
PARTICULARS OF THE ASSET(S)

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

Customer Initials:

Customer

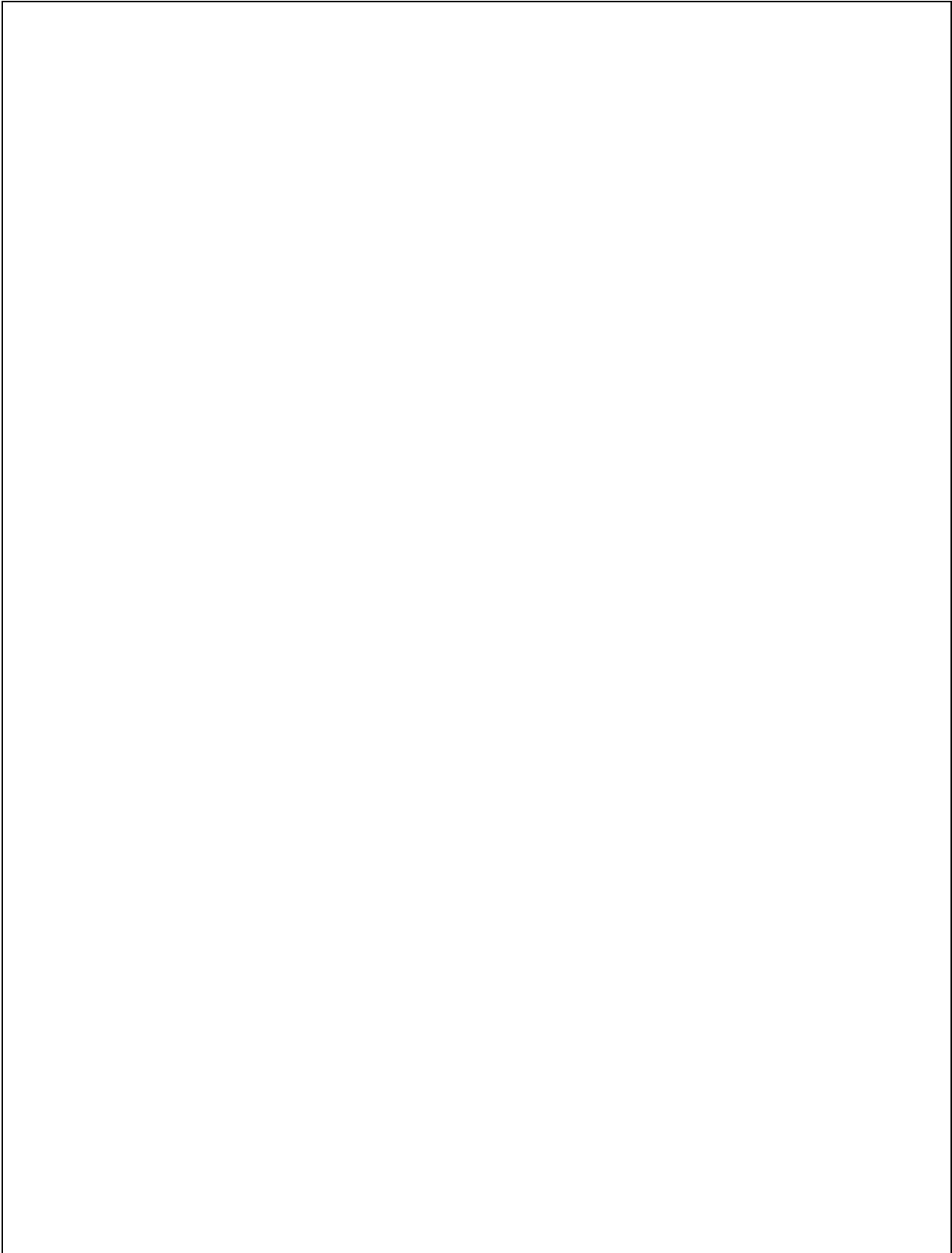
**THE SECOND SCHEDULE
PROCEDURES**

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Customer Initials:

Customer

**THE THIRD SCHEDULE
DOCUMENTS**



Customer Initials:

Customer