Master Financial Instruments Services Agreement

Banks Instruments Limited | Hong Kong | Draft Template - Not for Execution

Regulatory capacity: any regulated activity described in this template must be performed only under the verified licence or exemption [INSERT], or by the named licensed third-party provider [INSERT]. Any security amount is contractual transaction security under definitive documents and is not a bank deposit or customer deposit with Banks Instruments Limited.

Parties and purpose

This Master Financial Instruments Services Agreement is entered into on [DATE] between Banks Instruments Limited, a company organized in Hong Kong under registration number [INSERT], with its registered office at [INSERT], and [CLIENT LEGAL NAME] of [ADDRESS].

The agreement establishes the general terms under which Banks Instruments may evaluate, structure, introduce, coordinate or administer financial instrument and transaction services. Each accepted transaction must be described in a signed engagement letter, term sheet or transaction schedule. If a transaction schedule conflicts with this agreement, the transaction schedule governs that transaction to the extent of the conflict.

Scope of services

Each service must be mapped before engagement to one of the following: a verified Banks Instruments licence and permitted activity [INSERT LICENCE REGULATOR AND SCOPE]; a documented legal exemption [INSERT BASIS]; or a named licensed third party that contracts directly for the regulated activity [INSERT PROVIDER LICENCE AND ROLE]. Subject to that mapping and applicable law, Banks Instruments may provide unregulated consulting or coordinate services relating to standby letters of credit, bank guarantees, medium term notes, long term notes, bank drafts, safekeeping receipts, KTT or MT103 transfer coordination, proof of funds, blocked funds, instrument leasing or purchase, monetization, project finance, account introductions, paymaster administration, escrow coordination and related consulting.

Banks Instruments may use banks, licensed financial institutions, counsel, trustees, escrow agents, due diligence providers, brokers and other independent providers. Unless expressly stated in a transaction schedule, those providers are independent parties and Banks Instruments does not control their credit decisions, systems, processing times or regulatory determinations.

Engagement and conditions

A service begins only when Banks Instruments countersigns a transaction schedule and confirms that the engagement is active. Acceptance may be conditioned on completion of due diligence,

verification of documents, receipt of required funds, approval by relevant institutions, execution of third party agreements and satisfaction of any compliance or credit conditions.

Indicative communications, sample wording, fee illustrations, timelines and calculator results are supplied for evaluation. They are not an offer, commitment, guarantee of issuance, promise of funding or confirmation that a particular institution will accept a transaction.

Client obligations

The client shall:

1. provide complete, accurate and current information;
2. disclose all principals, beneficial owners, brokers, beneficiaries and payment recipients;
3. use services and instruments solely for lawful commercial purposes;
4. maintain sufficient cleared funds for agreed fees and expenses;
5. obtain independent legal, tax, accounting and investment advice;
6. comply with sanctions, anti bribery, anti money laundering and counter terrorist financing laws; and
7. avoid contacting a disclosed provider or counterparty outside the agreed communication protocol.

The client shall not present a sample, draft or conditional instrument as issued or funded. The client shall not alter transaction wording, bank coordinates, invoices, fee schedules or communications without written authorization.

Due diligence and verification

Banks Instruments may conduct identity, ownership, sanctions, adverse media, source of funds, source of wealth, bank, instrument and transaction checks. It may suspend review, request additional evidence or decline a transaction when information cannot be verified or a legal, reputational, operational or credit concern arises. Banks Instruments may make disclosures to authorities or institutions when required by law and may be unable to inform the client of such disclosures.

Fees and payments

Fees, contractual transaction security amounts, provider charges, legal costs, transfer charges and commissions are stated in the relevant transaction schedule. A transaction security amount is not a bank deposit or customer deposit with Banks Instruments and does not receive deposit protection. No person is entitled to a commission unless identified in an executed fee schedule and all payment conditions have been satisfied. Banks Instruments may deduct authorized amounts from transaction proceeds where the schedule permits.

Unless a signed schedule states otherwise, third party charges and completed due diligence or professional work are non cancellable once incurred. The tax treatment of each payment is the responsibility of the party receiving or making it.

Transaction protections

Where commercially available and expressly included in a transaction schedule, a transaction may use bank acknowledged agreements, an independent attorney trustee or escrow agent, authenticated bank messages, staged performance and a negotiated non performance amount. Any non performance percentage must be inserted in the executed transaction schedule together with its calculation base, triggering breach, cure period, security or funding method, exclusions and payment procedure. No general reference creates a funded guarantee or automatic payment obligation.

Representations

Each party represents that it is duly authorized to enter the agreement and will comply with applicable law. The client further represents that its documents and funds are authentic, beneficially owned as disclosed and free from undisclosed liens or claims.

Banks Instruments does not represent that any transaction is risk free, that any instrument will be issued or accepted, that any monetization percentage or interest rate will be achieved, or that a stated timetable will be met. Final decisions remain with the relevant bank, provider, investor, trustee, counsel or authority.

Confidentiality and data

Each party shall protect nonpublic business, personal, banking and transaction information received from the other party and use it only for the engagement, legal compliance or enforcement. Permitted recipients include professional advisers, banks, providers, insurers and authorities with a need to know. Personal data shall be handled in accordance with the Banks Instruments Privacy Notice and applicable Hong Kong data protection law.

Liability and indemnity

Neither party is liable for indirect, consequential, special or punitive loss, loss of opportunity or loss caused by events outside reasonable control. Subject to law, Banks Instruments' aggregate liability arising from a transaction shall not exceed the service fees actually received by it for that transaction, except to the extent a final judgment finds fraud, wilful misconduct or gross negligence.

The client indemnifies Banks Instruments and its officers against third party claims and losses arising from materially false client information, unlawful instructions, unauthorized alteration or use of documents, undisclosed principals or the client's breach of law or this agreement.

Term and termination

This agreement continues until terminated by either party on ten business days' written notice. Banks Instruments may suspend or terminate immediately for compliance concerns, nonpayment, misrepresentation, abusive conduct, legal prohibition or material breach. Termination does not

affect accrued payment, confidentiality, indemnity, non circumvention, dispute or record retention obligations.

Governing law and disputes

This agreement is governed by the laws of Hong Kong. Any dispute shall first be referred to senior representatives for good faith resolution. If unresolved within twenty business days, it shall be resolved by [HONG KONG COURTS OR ARBITRATION IN HONG KONG UNDER CONFIRMED RULES]. Nothing prevents a party from seeking urgent interim relief.

Notices and entire agreement

Notices must be sent to the addresses in the transaction schedule and, for Banks Instruments, to info@banksinstruments.com with a copy to compliance@banksinstruments.com. Those email addresses are for notices and non-sensitive correspondence only; identity documents, bank statements, transaction records and other sensitive material must be delivered through the approved secure channel. This agreement and signed transaction schedules constitute the entire agreement regarding their subject and may be amended only in writing signed by both parties. Electronic signatures and counterparts are permitted to the extent allowed by law.

Signatures

For Banks Instruments Limited

- Name and title: [INSERT]
- Signature: [INSERT]
- Date: [INSERT]

For the client

- Name and title: [INSERT]
- Signature: [INSERT]
- Date: [INSERT]