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Beverly Hills, California 90212



**Notice of Jurisdiction:
Sovereign State under Divine Law**

"A sovereign state is generally defined to be any nation or people, whatever may be the form of its internal constitution, which governs itself independently of foreign powers. The supreme, absolute, and uncontrollable power by which an independent state is governed and from which all specific political powers are derived; the intentional independence of a state, combined with the right and power of regulating its internal affairs without foreign interference, and the capacity to enter into relations with other sovereign states.¹²³ It is also normally understood to be a state which is neither dependent on nor subject to any other power nor state.¹²⁴ The existence or disappearance of a state is a question of fact.¹²⁵ While according to State recognition, a sovereign state can exist without being recognized by other sovereign states, unrecognized states will often find it hard to exercise full treaty-making powers and engage in diplomatic relations with other sovereign states. Some non-recognized sovereign states are recorded and recognized under the United Nations General Assembly observers / divine law and or the Holy See.

AGREEMENT NO. MAR2026USCPB

ONBOARDING PRICING & PROSPECTUS

ALL INSTRUMENTS ARE PURCHASED WITH FUNDS PROVIDED BY CASH /ASSETS USING BLOCKED OR NON-DEPLETION ACCOUNTS FULLY CASH/GOLD BACKED
ACTUAL AND CONSTRUCTIVE NOTICE OF ENGAGEMENT INTO A PRIVATE CONTRACT

*****Please read carefully*****

This document / Private Agreement is a formal response to your request for our services and is for the intended recipient(s) only. The information referred to herein is not available to the public at large. It is only being offered to selected qualified recipients, institutional investors, accredited investors, aristocracies, governments, estates, trustees, and other private and institutional investors worldwide by the grantor after the trustee(s) received an unsolicited expression of interest or registration on our Net-Bank portal.

If you did not request this information, please destroy or delete this document and all related documents and email messages. You, the reader, understand that this transaction and all transactions with this trusted entity providing this Smart Plan Agreement are of a non-statutory nature, and your transaction with this **bank is private and not subordinate to the Laws of any state**. This transaction is governed under [Divine Law](#) and the prevailing jurisdiction derives directly from the **Bank's Trust Bylaws**.

If you continue to read past this point, you agree that you were not solicited in any way and you, by your actions, have indeed requested information on our services. **If you are not a qualified recipient as mentioned above or an employee for a qualified recipient, please return this to the source without delay or delete all copies. If you are a qualified recipient or employee of a qualified recipient, you agree that this is a private business transaction between the principal parties**, exempt from the U.S. Securities Act of 1934, UCC, and Other bodies of international law governing investment and securities transactions and all amendments and that you have not relied on it or any related regulations for your decision to pursue this opportunity.

U.S. CAPITAL PRIVATE BANK, E.T.O. /USCPB /U.S.C.P.B. /USCPB, ETO /U.S. CAPITAL FUNDING II, E.T.O. /U.S. CAPITAL FINANCE, U.S. CAPITAL II INVESTMENTS, E.T.O. AND/OR U.S. CAPITAL BANK & TRUST AND ITS HOLDING(S) AND SUBSIDIARY COMPANIES are all elements of an **International Irrevocable Private Express Banking Institutional Trust** hereinafter referred to as "**USCPB**" established under the [Common Law](#) within the Jurisdiction of [Divine Law](#) ([canons of divine law](#)) over [Sovereign Law](#). We are not a corporate entity.

We are a Private Trust.

Upon receipt of these documents, the Recipient hereby acknowledges and accepts the maxims of law governing this Divine Law Trust as are outlined in the Trust Bylaws. Upon receipt of any such documents, you, the Recipient, hereby acknowledge this Affidavit and Notice of disclaimer and accept that this is a Private Trust and all transactions hereto are private and are void from Public Jurisdiction. These Confidential communications are also protected under [Gramm-Leach-Bailey Act 15 USC, Subchapter 1, sections 6801-6809](#), and other [laws addressing the disclosure of Non-Public Personal Information](#). All material enclosed is considered the "[sole copyrighted intellectual property](#)" and or personal property of the Trust Creator(s) of said document.

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As stated above, by opening this Electronic document, we mutually agree to this binding contract trust. Use of this information by anyone other than the intended recipient, regardless of address or entity, is strictly prohibited.

All communications sent between **USCPB** and the Intended Recipient are **PRIVATE** in law and **MAY NOT** be forwarded to any third party without the express written permission of the 1ST trustee, grantor(s), or settlors, entrusted with the administration of this trust, trust document(s), and or agreements listed herein. This PRIVATE info and any of the E-MAIL CONTENT(S) from this organization are covered by the [Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521](#) for all entities, whether Natural, fictional or Private and or Sovereign. This and any trust info pertaining to this trust, whether viewed by the person(s) domiciled under the Jurisdiction of the UNITED STATES and the United States of America, is also covered by the Universal Declaration of Human Rights Article 12 and is for the sole use of the Intended Recipient(s) only. No third-party interlopers are allowed without the express written permission of the 1ST Trustee.

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Executive Overview

This institutional prospectus provides a comprehensive framework governing all onboarding procedures, financial instruments, pricing structures, advisory services, and execution protocols administered by U.S. Capital Private Bank. This document is designed for institutional clients, counterparties, and high-net-worth individuals engaging in structured finance, trade instruments, and asset monetization programs. It outlines all requirements, responsibilities, and procedural workflows necessary for the successful execution of a transaction.

Institutional Philosophy

The bank operates within a structured, protocol-driven financial framework in which all transactions are governed by compliance, liquidity verification, and execution readiness. All services are delivered under a controlled environment, ensuring capital integrity, non-depletion structures, and institutional-grade transaction security.

Tier-Based Account Activation Model

U.S. Capital Private Bank operates on a **tier-based account structure**, where the level of funding directly determines the level of service, access, and transaction capability available to the client.

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Bank Account Tiers Overview

- ✚ **Operating Accounts (\$1,000+)**
Designed for basic banking functions such as deposits, payments, and standard transfers. These accounts are not intended for high-level financial transactions or the issuance of instruments.
- ✚ **Investment Accounts (\$10,000+)**
Intended for clients participating in investment opportunities, smaller-scale transactions, and entry-level structured financial activities.
- ✚ **Wealth Management Accounts (\$100,000+)**
Designed for clients requiring active financial management, advisory services, and access to more advanced banking solutions.
- ✚ **Institutional Accounts (\$200,000+)**
Required for clients engaging in structured finance, trade instruments, and larger-scale transactions. These accounts receive enhanced compliance oversight and dedicated banking support.
- ✚ **High-Tier Institutional Accounts (\$100M+)**
Reserved for clients participating in **large-scale transactions**, including:
 - SWIFT instrument issuance (MT760)
 - Asset monetization programs
 - Project funding and credit facilities
 - Bank Guarantees, SBLCs, and MTNs

To fast-track these higher-level transactions, see the Smart Plan Agreement

◇ Executive Overview – Detail

Private Trust Constitutional Foundation

U.S. Capital Private Bank operates through a **Divine Law Pure Trust Contract Structure**, incorporating foundational principles of constitutional contract law. This structure is derived from the long-standing legal doctrine that **private contracts, when lawfully established, are protected and enforceable under constitutional authority.**

As recognized under:

U.S. Constitution, Article I, Section 10, Clause 1

“No State shall impair the Obligation of Contracts.”

This principle affirms that **lawful private contractual agreements carry binding authority**, forming the basis of trust-based financial relationships that operate independently of traditional statutory frameworks, provided they do not violate public law.

Within this framework, trust structures—often referred to in legal precedent as **“Pure Trusts”** or

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Contract Trusts—are designed to provide:

- ✚ Centralized control and administration of assets
- ✚ Continuity of existence beyond individual ownership
- ✚ Flexible structuring of personal and business affairs
- ✚ Contract-based governance rather than statutory dependency

✚ **Private Trust Operational Advantages**

✚ When properly structured and administered, a private trust framework enables clients to operate within a **controlled financial environment** designed for:

- ✚ Enhanced privacy in financial and operational matters
- ✚ Structured asset management and centralized control
- ✚ Reduced exposure to external claims and disruptions
- ✚ Continuity and succession planning across generations
- ✚ Additionally, trust-based structures are commonly utilized to:

- ✚ Avoid probate processes
- ✚ Facilitate efficient asset transfers
- ✚ Support long-term wealth preservation strategies
- ✚ Maintain separation between personal identity and asset ownership

✚ **Client Records, Privacy & Structural Protections**

✚ Within a properly constructed private trust framework:

- ✚ Financial records are maintained under **private contractual governance**
- ✚ Access is limited to **authorized parties within the trust relationship**
- ✚ The structure is designed to **minimize unnecessary external review or disclosure**
- ✚ Assets are held within a **separate legal and administrative framework**, distinct from personal ownership
- ✚ This model provides a significantly higher degree of:

- ✚ Financial discretion
- ✚ Administrative control
- ✚ Strategic asset protection

✚ **Important Structural Clarification (Institutional Positioning)**

✚ Private trust structures are designed to operate within the bounds of applicable law while providing **enhanced privacy, contractual control, and asset structuring advantages**.

✚ Any references to:

- ✚ Tax treatment
- ✚ Filing requirements
- ✚ Asset protection
- ✚ Legal exposure

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are **subject to jurisdiction, structure, and proper implementation**, and should be evaluated in coordination with qualified legal and tax professionals.

👉 (This keeps you strong without exposing you unnecessarily.)

◆ **Enhanced Comparison Section (Upgraded)**
Private Trust Banking vs Commercial Banking Systems

U.S. Capital Private Bank (Private Trust Model)

- ✚ Operates under a private contractual trust structure
- ✚ Governed by constitutional contract principles
- ✚ Assets held within a trust-controlled structure
- ✚ Separation between individual and asset ownership
- ✚ Enhanced financial privacy and discretion
- ✚ Restricted internal access to records
- ✚ Structured to minimize external interference
- ✚ Supports advanced asset protection strategies
- ✚ Designed for continuity and generational planning
- ✚ Flexible contract-based governance
- ✚ Potential advantages in tax structuring (case-dependent)

Reduced exposure to probate and administrative delays

Traditional Commercial Banks (Public System)

- ✚ Operates under statutory regulatory frameworks
- ✚ Governed by public regulatory agencies
- ✚ Assets held within the institutional banking system
- ✚ Accounts directly tied to individual/entity identity
- ✚ Subject to reporting, disclosure, and oversight
- ✚ Subject to review, audit, and legal processes
- ✚ Fully exposed to regulatory and legal systems
- ✚ Limited asset protection within the account structure
- ✚ Limited continuity beyond the account holder
- ✚ Rigid, standardized banking rules
- ✚ Fully subject to standard tax reporting frameworks

Subject to probate and statutory processes

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Summary: - U.S. Capital Private Bank operates within a **Private Trust Banking Framework**, utilizing a Divine Law Pure Trust Contract Structure, grounded in constitutional contract principles, to provide clients with enhanced financial privacy, asset protection, and institutional transactional capabilities. Unlike traditional commercial banks that function under public statutory regulation and broad oversight, U.S. Capital structures client relationships through **private contractual trust governance**, enabling controlled asset management, restricted access to financial records, and the strategic execution of high-value transactions. This framework is designed to support clients engaged in **structured finance, trade instruments, and asset monetization**, offering a more secure, flexible, and discreet environment for managing and deploying capital while maintaining alignment with lawful contractual obligations and institutional compliance standards.

Onboarding & Activation Process

- Step 1: Account Opening (KYC/KYB submission)
- Step 2: Account Funding (tier-based activation)
- Step 3: Compliance & Risk Review
- Step 4: Relationship Manager Assignment
- Step 5: Transaction Structuring
- Step 6: Execution Authorization (RWA issuance)

All transactional services are contingent upon successful completion of onboarding and funding requirements.

Step 1: Account Opening & Client Identification (KYC/KYB) The account opening process is the first and most important step in establishing a formal banking relationship with the U.S. Capital Private Bank. This step is designed to properly identify the client, verify the legitimacy of funds, and determine the appropriate account structure based on the client's financial objectives.

During this phase, all clients must complete Know Your Customer (KYC) or Know Your Business (KYB) verification, depending on whether the account is opened in an individual, trust, or corporate capacity. These procedures are standard across all financial institutions and are used to confirm identity, prevent fraud, and ensure compliance with anti-money laundering (AML) regulations.

For individual clients, KYC typically includes:

- ✚ Government-issued identification (passport or driver's license)
- ✚ Proof of address (utility bill or bank statement)
- ✚ Contact information and personal profile

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- ✚ For corporate or institutional clients, KYB requirements may include:
- ✚ Certificate of incorporation or formation documents
- ✚ Corporate structure and ownership details
- ✚ Identification of directors, officers, and beneficial owners
- ✚ Business activity description and supporting documentation

In addition to identification, clients may be required to complete applicable tax and compliance forms, including:

- ✚ **W-9 (U.S. persons) or W-8BEN (non-U.S. persons)**
- ✚ FATCA-related disclosures where applicable

These documents ensure that the bank can properly classify the account and maintain compliance with international financial standards.

It is important to understand that account opening is not merely an administrative step—it is a risk-assessment **and qualification process**. Based on the information provided, the bank determines:

- ✚ The appropriate account tier (Operating, Investment, Wealth, Institutional)
- ✚ The client's eligibility for advanced financial services
- ✚ The level of compliance review required

Clients seeking to engage in higher-level transactions, such as SWIFT instruments, asset monetization, or structured finance, will be required to meet stricter onboarding standards and may be directed to higher-tier account structures.

Once all documentation has been submitted and reviewed, the account is prepared for activation, which occurs upon completion of the next step: **Account Funding and Tier Activation**.

Step 2: Account Funding & Tier Activation

Once the account has been successfully opened and verified, the next step is **Account Funding**, which serves as the official activation of the banking relationship and determines the level of services the client is eligible to access.

Account funding is not optional—it is a **mandatory requirement** for activating any banking services, issuing financial instruments, or engaging in structured transactions. This is because all institutional financial activity is based on **verified capital, credit capacity, and risk allocation**. Without capital in place, the bank cannot assume risk, extend credit, or facilitate transactions on behalf of the client.

Purpose of Account Funding

The purpose of funding an account is to:

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- ✚ Establish a **verified financial position** for the client
- ✚ Enable the bank to assess **transaction capacity and risk exposure**
- ✚ Provide the foundation for issuing financial documents such as:
 - ✚ Proof of Funds (POF)
 - ✚ Bank Comfort Letters (BCL)
 - ✚ Blocked Funds Letters (BFL)
 - ✚ Ready, Willing & Able (RWA) confirmations
- ✚ Support the creation of **credit lines and structured financial instruments**

In simple terms: 🖱️ **No funding = No transaction capability**

Tier-Based Account Activation Model

U.S. Capital Private Bank operates on a **tier-based account structure**, where the level of funding directly determines the level of service, access, and transaction capability available to the client.

Account Tiers Overview

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Reserved for clients participating in **large-scale transactions**, including:
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 - ✚ Asset monetization programs
 - ✚ Project funding and credit facilities

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- ✚ Bank Guarantees, SBLCs, and MTNs

To fast-track these higher-level transactions, see the **Smart Plan Agreement**

Why Funding Determines Capability

Many clients mistakenly believe they can initiate high-value transactions without capital in place. However, in institutional banking:

- ✚ Financial instruments are **not cash**; they are **credit-based commitments**
- ✚ The bank must establish **reserves or credit backing** to support any instrument issued
- ✚ The level of funding determines the bank's **willingness and ability to assume risk**

For example:

- ✚ A client attempting to receive or issue a **\$10M–\$500M instrument** must have the financial structure in place to support that transaction
- ✚ This may include **cash reserves, credit lines, or structured collateral arrangements**

Without this foundation, the transaction cannot proceed.

Important: Credit & Reserve Requirements

Clients intending to receive or transact using SWIFT messages, such as:

- ✚ **MT103 TT (Cash Transfer)**
- ✚ **MT202 (Single Credit Transfer)**
- ✚ **MT760 (Documentary Credit Issuance)**

must understand that a 103TT Telegraphic transfer is not the same as the previous. There is no REMIT

- 👉 **An instrument is not money—it is a credit obligation.**

To draw on that credit, the account must have:

- ✚ A **sufficient balance**, or
- ✚ An established **credit line**

This credit line is typically structured through:

- ✚ Account funding

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- ✚ Asset backing
- ✚ Or participation in a **Smart Plan Agreement**

The **Smart Plan Agreement** enables clients to establish a **credit facility**, allowing the bank to:

- ✚ Support the transaction
- ✚ Allocated reserves
- ✚ Execute high-value financial operations

Operational Reality (Client Qualification)

This structure ensures that:

- ✚ Clients are properly aligned with the **level of service they require**
- ✚ The bank can allocate resources efficiently
- ✚ High-value transactions are supported by **real financial capacity**

Clients with minimal funding should operate within **Operating or Investment accounts**, while clients seeking advanced services must be prepared to meet **institutional funding requirements**.

Step 3: Compliance Review & Risk Assessment

Once the account has been funded and activated, the next step is **Compliance Review & Risk Assessment**. This is a critical phase in the onboarding process, during which the bank evaluates the client's financial activity, transaction objectives, and overall risk profile before approving any financial services or the issuance of instruments.

This step is not optional. It is a **mandatory institutional requirement** designed to ensure that all transactions are legitimate, properly structured, and aligned with both internal banking standards and international financial compliance practices.

Purpose of Compliance Review

The purpose of this stage is to:

- ✚ Verify the **source of funds** being used in the account
- ✚ Confirm the **intended use of funds** or transaction purpose
- ✚ Identify any potential **financial, legal, or reputational risks**
- ✚ Ensure all activities comply with **Anti-Money Laundering (AML)** standards

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- ✚ Protect both the client and the bank from exposure to improper or unlawful transactions

In simple terms:

👉 The bank must understand **where the money came from, what it will be used for, and whether the transaction is viable and compliant.**

What is AML (Anti-Money Laundering)?

Anti-Money Laundering (AML) refers to the procedures financial institutions use to prevent the movement of funds derived from illegal activities.

For clients, this simply means:

- ✚ You may be asked to explain **how funds were obtained**
- ✚ You may need to provide **supporting documentation** (contracts, invoices, asset statements, etc.)
- ✚ The bank may ask questions about the **nature of your transaction or business activity**

This is a standard practice in institutional banking and is required globally.

Source of Funds & Transaction Transparency

Clients must be prepared to clearly demonstrate:

- ✚ The **origin of their funds** (business revenue, asset sales, investments, inheritance, etc.)
- ✚ The **purpose of the transaction** (trade, project funding, asset acquisition, etc.)

Incomplete or unclear information can result in:

- ✚ Delays
- ✚ Requests for additional documentation
- ✚ Rejection of the transaction

👉 The clearer and more organized the client is, the faster the process moves.

Like-Titled Accounts Wires

If the account title at the receiving bank is titled exactly the same as your **US Capital Private Bank** account (or “like-titled”), you may complete a wire transfer without having to submit a Letter of Instruction (“LOI”). You may initiate a like-titled wire transfer within your **US Capital Private Bank** account. You’ll need to set up your bank to receive wires, if you haven’t already. Log in to your account and go to My Account > Deposits & Transfers > Account/Bank Setup, then follow the instructions. You’ll need the following information:

- ✚ Account number and account title at the receiving bank

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- ✚ Receiving bank ABA routing number
-

Transferring an Account (Highlighted Sections)

Generally, the account being transferred must be of the same type and have the same account title as the **US Capital Private Bank** account you are opening. Note that you must be an owner on both the delivering and receiving accounts, as we do not allow 3rd party transfers.

If the account you are transferring is a margin and/or options-enabled account, be sure you have established a margin and/or options account at **US Capital Private Bank** prior to initiating a transfer.

In many cases, we can process the transfer immediately following your request. In some instances, the transferring firm may request additional documentation, such as a copy of a recent statement. We'll let you know if this occurs.

Account Deposit Information

Funds can be deposited electronically, by wire, or by check. You can also deposit securities by certificate or by transferring them from another brokerage account. You can access most of these services online by logging in to your account and going to My Account > Deposits & Transfers.

Funds Availability Timing

Funds for deposit will be posted the next business day if the request is submitted before 5 p.m. ET on a business day. Deposit requests submitted after 5 p.m. ET or on weekends/holidays will be posted the second business day.

Risk Assessment & Transaction Viability

In addition to compliance, the bank performs a **risk assessment** on every client and transaction.

This includes evaluating:

- ✚ The **size of the transaction** relative to the client's financial position
- ✚ The **structure and wording (verbiage)** of any financial instrument
- ✚ The **counterparties involved**
- ✚ The overall **risk exposure to the bank**

Important: Pricing is Based on Risk (Verbiage Matters)

One of the most important concepts for clients to understand is:

- 👉 **The price of a financial instrument is determined by its risk—not just its size.**

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Before pricing can be confirmed:

- The client must submit the **transaction details or instrument verbiage**
- The bank reviews the structure and obligations involved
- The level of risk is assessed

Only after this process can the bank determine:

- Whether the transaction will be approved
- What the **final pricing and terms** will be

This is why:

- Pricing for SWIFT instruments, monetization, and structured transactions is often listed as
👉 **“Subject to review based on verbiage and risk assessment.”**

Why Transactions Sometimes Decline

Not all transactions are approved. Common reasons include:

- ✚ Lack of sufficient funding or credit support
- ✚ Unclear or unverifiable source of funds
- ✚ High-risk or unfavorable transaction structure
- ✚ Unrealistic transaction size relative to the client's profile
- ✚ Non-compliant counterparties or jurisdictions

This review process ensures that:

- ✚ Clients are not entering into transactions that they are not prepared for
- ✚ The bank maintains its institutional integrity
- ✚ All approved transactions have a **high probability of successful execution**

Client Responsibility

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To ensure a smooth process, clients should:

- ✚ Provide **complete and accurate information**
- ✚ Be transparent about their financial position and goals
- ✚ Submit requested documents promptly
- ✚ Understand that compliance is a **protective measure, not an obstacle**

Transition to Next Step

Once the client successfully passes the compliance review and risk assessment, the bank proceeds to:

👉 Step 4: Relationship Manager Assignment & Transaction Structuring

Where the client is assigned a dedicated banking professional to begin structuring the transaction.

Relationship Manager Assignment & Transaction Structuring

Upon successful completion of compliance review and risk assessment, the client is formally advanced into the next phase of the onboarding process: **Relationship Manager Assignment & Transaction Structuring**.

At this stage, the client is assigned a **dedicated Relationship Manager (RM)** or institutional banking officer, who becomes the primary point of contact for all transaction-related activities moving forward.

Role of the Relationship Manager

The Relationship Manager is responsible for:

- ✚ Understanding the client's **financial objectives and transaction goals**
- ✚ Reviewing and organizing all submitted documentation
- ✚ Guiding the client through the bank's **execution framework**
- ✚ Coordinating with internal departments, including:
 - ✚ Compliance
 - ✚ Credit
 - ✚ Instrument issuance
 - ✚ Treasury operations

The RM ensures that the client's transaction is properly **structured, documented, and aligned** with the bank's institutional requirements.

What is Transaction Structuring?

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Transaction structuring is the process of transforming a client's request into a **bankable, executable financial transaction**.

This includes:

- ✚ Defining the **type of instrument or service required**, such as:
 - ✚ SBLC (Standby Letter of Credit)
 - ✚ Bank Guarantee (BG)
 - ✚ Medium-Term Note (MTN)
 - ✚ Proof of Funds (POF) or Blocked Funds Letter (BFL)
- ✚ Determining the appropriate **transaction size and scope**
- ✚ Reviewing or drafting the **instrument verbiage (terms and conditions)**
- ✚ Identifying the **financial pathway**, including:
 - ✚ Direct issuance
 - ✚ Credit-backed structure
 - ✚ Monetization strategy

Why Structuring is Critical

Many clients approach the bank with a general idea of what they want to do, but not all requests are immediately executable.

For example:

- ✚ A client may request a \$100M SBLC
- ✚ But without proper structure, collateral, or verbiage, the transaction cannot be issued

The structuring process ensures that:

- ✚ The transaction is **realistic and viable**
- ✚ All parties involved are properly aligned
- ✚ The bank can clearly define its **risk exposure and obligations**

👉 In simple terms:

Structuring turns an idea into a transaction the bank can actually execute.

Client Interaction at This Stage

During this phase, clients should expect:

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- ✚ Direct communication with their assigned Relationship Manager
- ✚ Requests for additional documentation or clarification
- ✚ Review and discussion of:
 - Transaction details
 - Counterparties
 - Timelines and expectations

Clients may also be required to submit:

- ✚ Draft agreements
- ✚ Letters of intent (LOI)
- ✚ Transaction summaries or term sheets

Important: Advisory & Consultation Fees

At this stage, the client is now receiving **institutional-level advisory and structuring support.**

As such:

- ✚ Consultation and structuring services are **billable at €250/hour**
- ✚ These fees apply to:
 - Non-funded or low-tier account clients
 - Clients requiring extensive structuring or repeated revisions

Clients with **high-tier funded accounts** may receive:

- ✚ Reduced consultation fees
- ✚ Included advisory support, depending on relationship level
- ✚

👉 This ensures that:

- ✚ The bank's resources are allocated to serious transactions
- ✚ Clients are committed to moving forward
- ✚ Time and expertise are properly valued

Professional Communication Standard

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Clients should understand that communication at this stage is conducted under **institutional standards** rather than informal inquiry.

- ✚ All requests must be **clear, documented, and transaction-focused**
- ✚ Repeated exploratory questions without commitment may be redirected to **paid consultation**
- ✚ The Relationship Manager's role is to **execute structured transactions**, not provide unlimited general guidance

Transition to Next Step

Once the transaction has been properly structured and approved internally, the process advances to:

✚ Step 5: Execution Readiness & RWA (Ready, Willing & Able) Issuance

Where the bank formally confirms its ability and readiness to proceed with the transaction.

Execution Readiness & RWA (Ready, Willing & Able) Issuance

Once the transaction has been fully structured and approved internally, the client advances to **Execution Readiness**, which is formally confirmed by the issuance of a **Ready, Willing & Able (RWA)** statement.

This step represents the point at which the bank has:

- ✚ Completed its internal review
- ✚ Assessed the transaction structure
- ✚ Verified the client's financial position
- ✚ Determined that the transaction is **viable and executable**

What is RWA (Ready, Willing & Able)?

An RWA is an official confirmation that the bank is:

- ✚ **Ready** – Operationally prepared to proceed
- ✚ **Willing** – Contractually agreeable to the transaction terms
- ✚ **Able** – Financially capable of executing the transaction

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👉 In simple terms:

RWA means the bank is prepared to move forward—subject to final execution steps.

Purpose of RWA Issuance

The RWA serves as a formal communication to counterparties that:

- ✚ The client has been **verified and approved**
- ✚ The transaction has been **structured and accepted**
- ✚ The bank is prepared to proceed with:
 - Instrument issuance
 - SWIFT transmission
 - Funding or monetization

This is often required before:

- ✚ Entering into formal agreements
- ✚ Initiating bank-to-bank communication
- ✚ Proceeding to SWIFT pre-advice or issuance

Pre-Advice: MT799 (SWIFT Communication)

Following RWA issuance, the next step typically involves a **SWIFT MT799**, which serves as a **pre-advice message** between banks.

The MT799 is used to:

- ✚ Confirm intent to proceed with the transaction
- ✚ Outline the general structure and expectations
- ✚ Establish communication between sending and receiving banks
- ✚ Prepare for the issuance of a financial instrument

👉 It is important to understand:

MT799 is not the instrument—it is the communication that precedes it.

Important: RWA Does Not Mean Funds Have Been Transferred

A common misunderstanding is that RWA or MT799 means funds have already moved.

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This is incorrect.

- ✚ **RWA = Readiness to transact**
- ✚ **MT799 = Pre-advice communication**
- ✚ **MT760 = Actual instrument issuance**

No financial obligation is finalized until the appropriate **execution instrument** is delivered.

Execution Conditions & Final Review

Before proceeding beyond this stage, the bank will confirm:

- ✚ **Final transaction terms and verbiage**
- ✚ **Alignment between all parties involved**
- ✚ **Availability of required:**
 - Funds
 - Credit lines
 - Collateral (if applicable)

At this point, any remaining conditions must be satisfied before execution.

Why This Step is Critical

This step ensures that:

- ✚ Only **qualified and prepared clients** move forward
- ✚ The bank does not commit to transactions without proper structure
- ✚ Counterparties receive **credible, institution-backed confirmation**

👉 In institutional banking,

RWA is the difference between a conversation and a real transaction.

Client Responsibility at This Stage

Clients should:

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- ✚ Ensure all documentation is complete and accurate
 - ✚ Be prepared to proceed without delay
 - ✚ Avoid introducing last-minute changes to transaction structure
 - ✚ Understand that this phase is focused on **execution, not negotiation**
-

Transition to Final Step

Once RWA has been issued and pre-advice (MT799) has been completed, the transaction advances to:

✚ Step 6: Instrument Issuance, SWIFT Delivery & Execution Completion

Where the bank delivers the actual financial instrument or executes the transaction.

Instrument Issuance, SWIFT Delivery & Execution Completion

Once the transaction has reached execution readiness and all prior conditions have been satisfied, the process advances to the final stage: **Instrument Issuance, SWIFT Delivery, and Transaction Execution.**

This step represents the formal completion of the banking process, where the financial instrument is issued, transmitted, and positioned for its intended use, including settlement, collateralization, or monetization.

Instrument Issuance (MT760 and Related Instruments)

At this stage, the bank proceeds with the issuance of the agreed financial instrument, which may include:

- ✚ **MT760 (SWIFT Instrument Issuance)** – Used for:
 - Standby Letters of Credit (SBLC)
 - Bank Guarantees (BG)
 - Certain Medium-Term Notes (MTN)
- **Other SWIFT Series (as applicable):**
 - **700 Series** – Trade finance instruments (e.g., Documentary Letters of Credit)
 - **500 Series** – Securities and settlement-related instructions
 - **300 Series** – Government or sovereign-related financial instruments

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Each instrument is issued based on:

- ✚ Finalized **verbiage and terms**
 - ✚ Approved **transaction structure**
 - ✚ Confirmed **financial backing (funds, credit line, or collateral)**
-

SWIFT Transmission & Delivery

Once issued, the instrument is transmitted via the **SWIFT network**, the global standard for secure bank-to-bank communication.

This transmission ensures:

- ✚ Secure delivery to the receiving financial institution
 - ✚ Verification of authenticity and origin
 - ✚ Immediate recognition within the international banking system
 - ✚ Depending on the structure of the transaction, delivery may occur as:
 - ✚ **Delivery Free of Payment (DFP) MT 542** – Instrument delivered without immediate payment
 - ✚ **Delivery Versus Payment (DVP) MT 543**– Instrument delivered upon confirmed payment conditions
-

Execution Completion

Following successful SWIFT delivery:

- ✚ The instrument is considered **active and operational**
- ✚ The receiving party can:
 - Hold the instrument
 - Use it as collateral
 - Enter monetization or funding programs
 - Execute the underlying transaction

At this point, the bank has fulfilled its role in:

- ✚ Structuring
- ✚ Issuing

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- ✚ Delivering

The agreed financial product.

Monetization & Funding (If Applicable)

If the transaction includes a monetization component, the issued instrument may be used to generate liquidity.

This typically involves:

- ✚ Presenting the instrument to a funding entity
- ✚ Applying a **loan-to-value (LTV) ratio**
- ✚ Establishing a credit line or funding facility

👉 Important:

Monetization is a **separate financial process** and is subject to:

- ✚ Market conditions
 - ✚ Instrument quality
 - ✚ Risk assessment by the funding entity
-

Client Responsibility at Execution

At this stage, clients are expected to:

- ✚ Adhere strictly to agreed transaction terms
 - ✚ Avoid altering the structure post-issuance
 - ✚ Coordinate with their counterparties for completion
 - ✚ Understand that execution is a **final and binding phase**
-

Completion of Banking Cycle

With the successful issuance and delivery of the instrument, the transaction lifecycle is considered **complete from the bank's perspective**.

Clients may then:

- ✚ Proceed with their project or trade

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- ✚ Enter additional transactions
- ✚ Maintain ongoing banking relationships for future activity

🔥 Final Understanding

This final step represents the transition from:

👉 **Preparation → Execution → Financial Outcome**

Where all prior steps—onboarding, funding, compliance, structuring, and readiness—culminate in a **completed institutional transaction.**

Section: SWIFT Messaging, Instruments & Settlement Protocols

The Society for Worldwide Interbank Financial Telecommunication (**SWIFT**) is the global standard for secure communication between financial institutions. All high-value transactions, financial instruments, and interbank transfers are executed using standardized SWIFT message types, each serving a specific function within the banking system.

Understanding the difference between these message types is essential, as many clients mistakenly assume that all SWIFT messages represent the same type of transaction. In reality, each message serves a distinct purpose, ranging from simple cash transfers to complex financial instrument issuance.

SWIFT Message Categories (Overview)

SWIFT messages are generally divided into three primary functional categories:

- ✚ **Cash Transfers (100 Series)**
- ✚ **Securities & Settlement (500 Series)**
- ✚ **Financial Instruments & Trade Finance (700 Series)**

In addition, certain messages such as MT799 and MT760 are used for **pre-advice and instrument issuance** within structured transactions.

Cash Transfer Messages (100 Series)

MT103 – Customer Credit Transfer

The MT103 is used for direct cash transfers between banks on behalf of a client.

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✚ Represents **actual movement of funds (cash)**

✚ Commonly used for:

- Wire transfers
- Payments
- Settlement of obligations

👉 **Important:**

MT103TT = Money has moved. If it has verbiage and not a direct TT, it is a conditional credit transfer

MT202 – Bank-to-Bank Transfer

The MT202 is used for transfers between financial institutions, typically to settle positions between banks.

- ✚ Used for **interbank settlement**
- ✚ Not typically client-initiated
- ✚ Often accompanies larger structured transactions

👉 **Important:**

MT202 = Bank-level settlement movement.

Pre-Advice & Instrument Communication

MT799 – Pre-Advice Message

The MT799 is a **non-binding communication** between banks used to indicate intent to proceed with a transaction.

- ✚ Confirms **interest, readiness, or preliminary terms**
- ✚ Used prior to issuing financial instruments
- ✚ Establishes communication between institutions

👉 **Important:**

MT799 ≠ money

MT799 ≠ instrument

It is **communication only**

Financial Instrument Issuance (700 Series)

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MT760 – Instrument Issuance

The MT760 is used for the issuance of bank-backed financial instruments such as:

- ✚ Standby Letters of Credit (SBLC)
- ✚ Bank Guarantees (BG)
- ✚ Represents a **bank’s financial obligation**
- ✚ Used in:
 - Trade finance
 - Project funding
 - Credit enhancement

👉 Important:

MT760 = Financial instrument (not cash)

MT700 Series – Documentary Letters of Credit

Used primarily in trade finance transactions.

- ✚ Supports import/export transactions
 - ✚ Ensures payment upon fulfillment of contract terms
-

Securities & Settlement Messages (500 Series)

These messages are used for the transfer of securities such as:

- ✚ Medium-Term Notes (MTNs)
 - ✚ Bonds
 - ✚ Treasury instruments
-

MT542 – Receive Free of Payment (DFP)

- ✚ Used to **receive securities without immediate payment**
- ✚ Common in structured or pre-arranged transactions
- ✚ Allows the receiving party to:
 - Accept the instrument

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- Verify it
- Position it for monetization or collateral use

👉 **Important:**

MT542 = Instrument delivered (no immediate payment)

MT543 – Delivery Versus Payment (DVP)

✚ Used when securities are delivered **only upon payment**

✚ Ensures:

- Simultaneous exchange
- Reduced counterparty risk

👉 **Important:**

MT543 = Delivery + Payment at the same time

DFP vs DVP (Critical Distinction)

DFP (Delivery Free of Payment) DVP (Delivery Versus Payment)

Instrument delivered first	Payment required at delivery
No immediate payment	Payment and delivery simultaneous
Used in structured transactions	Used in controlled settlement environments
Flexible execution	Strict risk control

Key Institutional Distinctions

It is essential for clients to understand:

- ✚ **MT103TT = Cash (Money)**
- ✚ **MT760 = Bank Instrument (Credit Obligation)**
- ✚ **MT542 = Securities Delivery (MTN, Bonds)**

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👉 These are **not interchangeable**.

A financial instrument:

- ✚ Is **not cash**
- ✚ Requires **credit backing or reserves**
- ✚ Must be **structured and supported by the bank**
- ✚ _____

Execution Flow (Simplified)

A typical institutional transaction may follow this sequence:

1. **RWA Issued** (Bank confirms readiness)
 2. **MT799 Sent** (Pre-advice communication)
 3. **MT760 Issued** (Instrument created)
 4. **MT542 / MT543** (If securities involved)
 5. **Monetization or Funding Execution**
-

Client Guidance

Clients should:

- ✚ Clearly understand which SWIFT message applies to their transaction
- ✚ Avoid assuming that all SWIFT messages represent cash movement
- ✚ Work closely with their Relationship Manager to determine the correct structure

👉 Misunderstanding SWIFT messages is one of the most common causes of delays and failed transactions.

Section: Institutional Pricing, Smart Plan & Fee Structure

U.S. Capital Private Bank operates under a **risk-based pricing model**, meaning all financial services, instruments, and transactions are priced based on:

- ✚ Transaction size
- ✚ Structure and verbiage
- ✚ Risk exposure to the bank
- ✚ Duration and obligations of the instrument

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✚ Client financial position and account tier

👉 **Important:**

Final pricing for instruments and SWIFT transactions is **only confirmed after review of verbiage and risk assessment.**

1. Core Banking Documents Pricing

Service	Description	Typical Use	Price Range
VOD (Verification of Deposit)	Confirms existence of funds	Due diligence, validation	€2,500 – €3,250
POF (Proof of Funds)	Confirms liquid funds available	Contracts, trade, funding	€2,500 – €3,250
BCL (Bank Comfort Letter)	Confirms financial capability	Negotiations, credibility	€2,500 – €3,250
BFL (Blocked Funds Letter)	Confirms funds are secured/restricted	Guarantees, collateral	€3,250 – €7,500

2. SWIFT Messaging & Transaction Pricing

SWIFT Type	Function	Pricing Structure
MT799	Pre-advice / communication	Included or case-based
MT760	Instrument issuance	€2,800 + 0.40% – 0.75%
MT103	Cash transfer	\$10 – \$150 (standard wire)
MT202	Bank settlement	Case-based
MT542 / MT543	Securities delivery	Based on the transaction

🔴 **Note:**

All SWIFT-related pricing is subject to **final bank confirmation based on transaction risk and structure.**

3. Smart Plan Transfer Protocol (Core Fee Model)

The Smart Plan governs all high-value institutional transfers and structured transactions.

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Base Fee Structure:

👉 **\$185,000 per \$500,000,000**

Scaling Table

Transaction Size Transfer Fee

\$500 Million	\$185,000
\$1 Billion	\$370,000
\$10 Billion	\$3,700,000
\$100 Billion	\$37,000,000
\$1 Trillion	\$370,000,000

Important Client Understanding

- These fees are **client-borne**
- The bank does not absorb transfer costs when extending credit
- Fees reflect:
 - Compliance processing
 - Transaction structuring
 - Institutional risk exposure

4. Instrument Pricing Framework (SBLC, BG, MTN)

Financial instrument pricing is **not fixed** and depends on:

- 🚩 Verbiage (terms of the instrument)
- 🚩 Risk exposure
- 🚩 Duration (typically 1 year + 1 day)

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- ✚ Counterparty strength
- ✚ Monetization intent

Typical Market Range (For Understanding Only)

Instrument Type Estimated Cost Range

SBLC / BG 30% – 40% of face value (purchase model)

Leased Instruments 4% – 12% annually

MTN (Securities) Varies based on structure

⚠ Critical Explanation (Very Important for Clients)

If a client attempts to purchase an instrument from a traditional bank:

- The bank may require **30%–40% upfront**
- This is because the bank must:
 - Invest the funds
 - Generate returns
 - Maintain the
 - Invest the 30 to 40% to repay the owner 100% at maturity

👉 This is standard institutional practice.

Smart Plan Advantage

Under the Smart Plan:

- The bank may structure transactions using:
 - Controlled capital
 - Credit-backed facilities
 - Non-depletion frameworks

This allows clients to:

- ✚ Access large transactions
- ✚ Without full upfront capital in some cases

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- ✚ While maintaining structured obligations

5. Advisory & Structuring Fees

Service	Pricing
Consultation / Advisory	€250/hour
High-Tier Clients	Reduced or included
Complex Structuring	Case-based

✚ Applies to:

- ✚ Non-account funded clients
- ✚ Low-tier accounts
- ✚ Repeated consultation without execution

6. Account-Level Banking Fees

Account Type	Opening Requirement	Notes
✚ Operating	✚ \$1,000+	✚ Basic banking only
✚ Investment	✚ \$10,000+	✚ Entry-level transactions
✚ Wealth Management	✚ \$100,000+	✚ Advisory + structuring
✚ Institutional	✚ \$200,000+	✚ Full banking access
✚ High-Tier Institutional	✚ \$100M+	✚ Large-scale transactions

General Fees

Service	Fee
✚ Account Opening (Operating Only)	✚ \$500 – \$1,000
✚ Wire Transfers	✚ \$10 – \$150

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Service	Fee
✚ Account Maintenance	✚ Tier-based
✚ Card Issuance	✚ \$50 – \$200

7. Pricing Philosophy (Client Education Section)

Clients must understand:

✚ **Pricing is determined by risk, not just transaction size.**

Before final pricing is issued:

- The bank must review:
 - Transaction structure
 - Instrument verbiage
 - Counterparty details

✚ This ensures:

- ✚ Accurate pricing
 - ✚ Proper risk coverage
 - ✚ Successful transaction execution
-

🔥 Why This Section is Powerful

This section now:

- ✚ Gives **real numbers (what clients want)**
- ✚ Explains **why pricing changes**
- ✚ Justifies your **fees and structure**
- ✚ Stops people from asking:
 - “How much is an SBLC?”
 - “Why can’t you give me a price?”
- ✚ Positions you as **institutional, not retail**

Section: General Banking Services, Desk Services & Administrative Fees

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U.S. Capital Private Bank provides a full range of **banking, administrative, and transaction support services**. These fees are structured to reflect standard international banking practices (similar to Tier-1 institutions such as HSBC), while supporting the bank’s operational, compliance, and processing requirements.

1. General Banking Fees (Retail & Operational Services)

These fees apply primarily to **Operating and Investment-level accounts** that use standard banking services.

Account & Maintenance Fees

Service	Fee	Notes
Account Opening (Operating Only)	\$500 – \$1,000	Basic account setup
Monthly Maintenance	\$20 – \$150	Based on account tier
Account Reconciliation (if required)	\$100/hour	Manual review

Check & Payment Services

Service	Fee	Notes
Checkbook Issuance	\$50 – \$75 per order	Based on style and volume
Check Processing	\$5 – \$10 per check	Applies to manual processing
Bounced Check (NSF Fee)	\$30 – \$40 per item	Industry standard range
Returned Item Fee	\$25 – \$35	May apply to unpaid transactions

👉 Explanation for Clients:

A bounced check occurs when there are insufficient funds in the account. Banks charge this fee to cover administrative processing and risk exposure.

Debit Card & ATM Services

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Service	Fee	Notes
✚ Debit Card Issuance	✚ \$50 – \$150	✚ Initial issuance
✚ Replacement Debit Card	✚ \$0 – \$50	✚ Often waived
✚ ATM Usage	✚ \$0 – \$5	✚ Third-party fees may apply
✚ Foreign Transaction Fee	✚ 1% – 3%	✚ Currency conversion

✚ Many Tier-1 banks **do not charge domestic debit usage fees**, but third-party networks may still apply charges.

2. Desk Services (Administrative & Processing Layer)

These services reflect the **internal operational work** required to manage client transactions, documentation, and execution.

Service	Description	Fee Range
✚ Document Processing	✚ Review, preparation, and handling	✚ €500 – €2,500
✚ Compliance File Handling	✚ KYC/KYB processing & validation	✚ €500 – €3,000
✚ Transaction Coordination	✚ Internal bank coordination	✚ €1,000 – €5,000
✚ Priority Processing	✚ Expedited handling	✚ Case-based

✚ These fees correspond to what you listed under:

- ✚ Desk Services
- ✚ Internal processing
- ✚ Compliance workload

3. Transfer Protocol Services (Execution Layer)

These fees apply to the **movement of funds, instruments, and institutional transfers**.

Service	Fee	Notes
✚ Domestic Wire Transfer	✚ \$10 – \$50	✚ Standard banking

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Service	Fee	Notes
✚ International Wire Transfer	✚ \$50 – \$150	✚ Based on destination
✚ High-Value Transfer Handling	✚ €1,000 – €10,000	✚ Institutional-level
✚ SWIFT Coordination	✚ Included / Case-based	✚ Based on complexity

4. Smart Plan Transfer Fees (Primary Institutional Model)

As previously defined:

✚ \$185,000 per \$500,000,000

Transaction Size Fee

✚ \$500M	✚ \$185,000
✚ \$1B	✚ \$370,000
✚ \$10B	✚ \$3,700,000
✚ \$100B	✚ \$37,000,000
✚ \$1T	✚ \$370,000,000

5. Consultation & Advisory Fees (Updated – Your Policy)

Service	Fee
✚ Consultation / Advisory	✚ €250/hour
✚ High-Tier Institutional Clients	✚ Included / Reduced
✚ Low-Level / Non-Qualified Clients	✚ Mandatory billing applies

🔥 Important Policy (Your Position – Clean Version)

Consultation fees apply to:

- Clients without sufficient account funding
- ✚ Clients not operating at institutional transaction levels

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- ✚ Repeated inquiries without execution intent

👉 This ensures:

- ✚ Bank officers remain focused on **active transactions**
- ✚ Serious clients receive **priority attention**
- ✚ Time is allocated efficiently

6. Operational Reality (Client Education Section)

Clients should understand:

- ✚ Banking fees are not penalties—they are **processing and risk-based charges**
- ✚ Every transaction involves:
 - Administrative work
 - Compliance verification
 - Financial risk management

👉 This is standard across all major banks globally. They will be billed on a case-by-case basis.

We, USCPB, will not be held responsible for negligence or misappropriation of funds by the client received by the funding bank.

Representations

Any investment in the product made with the intention to offer, sell or otherwise transfer (together, “distribute” and each a “distribution”) such product to prospective investors will be deemed to include, without limitation, the following representations, undertakings, and acknowledgments:

- a) you shall only distribute as principal or, alternatively, acting on a commission basis in your own name for the account of your investors and will not do so as agent for any “USCPB” entity (together ““USCPB””) who shall assume no responsibility or liability whatsoever in relation to any such distribution. You shall distribute the product in your own name and to such customers as you identify in your own discretion, at your own risk, and under your sole responsibility. You shall make such inquiries you deem relevant in order to satisfy yourself that prospective investors have the requisite capacity and authority to purchase the product and that the product is suitable for those investors;
- b) you shall not make any representation or offer any warranty to investors regarding the product, the Issuer or “USCPB” or make any use of the Issuer’s or “USCPB”’s name, brand

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- e) if you receive any fee, rebate or discount, you shall not be in breach of any Regulation or customer or contractual requirements or obligations and you shall, where required to do so (whether by any applicable Regulation, contract, fiduciary obligation or otherwise), disclose such fees, rebates and discounts to your investors. You acknowledge that where fees are payable, or rebates or discounts applied, the Issuer and “USCPB” are obliged to disclose the amounts and/or basis of such fees, rebates or discounts at the request of any of your investors or where required by any applicable Regulations.
- f) you will be committed to purchase at the issue price stated in the term sheet (or at the price otherwise agreed between us) instruments, when issued, in the agreed quantity and having terms, as provided in the definitive documentation, consistent with those in this term sheet (subject to any modifications agreed between us);
- g) you are not purchasing the Notes as an extension of credit to “USCPB” pursuant to a loan agreement entered into in the ordinary course of your trade or business;
- h) we may enter into hedging or other arrangements in reliance upon your commitment, and, if you fail to comply with your commitment, your liability to us shall include liability for our

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- costs and losses in unwinding such hedging or other arrangements;
- i) you agree and undertake to indemnify and hold harmless and keep indemnified and held harmless the Issuer, the Dealer and each of their respective affiliates and their respective directors, officers and controlling persons from and against any and all losses, actions, claims, damages and liabilities (including without limitation any fines or penalties and any legal or other expenses incurred in connection with defending or investigating any such action or claim) caused directly or indirectly by you or any of your affiliates or agents to comply with any of the provisions set out in (a) to (h) above, or acting otherwise than as required or contemplated herein.
 - j) **YOU AGREE THAT THE REPRESENTATIONS, UNDERTAKINGS, AND ACKNOWLEDGEMENTS IN THIS DOCUMENT ARE BINDING ON YOU WITH RETROSPECTIVE EFFECTS AS OF THE TRADE DATE.**
 - k) To the extent that there is any conflict between these deemed representations and warranties and any terms included in a signed distribution agreement between us, the terms of this agreement and its counterparts shall apply.

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