

IFB INTERNATIONAL FINANCE BANK LTD

STANDARD ESCROW AND ADMINISTRATIVE PAYMASTER SERVICES AGREEMENT

Website Standard Form - For Transaction-Specific Completion

This standard form is published for transparency and preliminary client review. It is not an offer, commitment, account-opening confirmation, escrow acceptance, payment undertaking, legal opinion, fiduciary undertaking, or regulatory confirmation. Each mandate remains subject to IFB International Finance Bank LTD internal review, client due diligence, transaction due diligence, banking acceptance, final documentation and execution by authorised signatories.

Bank / Service Provider	IFB International Finance Bank LTD
Client / Principal	[Full legal name of client]
Transaction Reference	[Transaction name / reference]
Escrow Amount	[Amount and currency]
Effective Date	[Date]
Version	Website standard form - transaction-specific schedules to be completed

This Standard Escrow and Administrative Paymaster Services Agreement (the “Agreement”) sets out the general contractual terms upon which IFB International Finance Bank LTD may, subject to approval, provide limited escrow, fiduciary administration, receipt, safeguarding, reporting and release services in relation to transaction-specific funds.

The Agreement is intended for lawful commercial transactions where identified parties require a neutral administrative arrangement for the handling and release of specified funds pursuant to clear written instructions and verifiable underlying documentation.

1. Parties

1.1 This Agreement is made between IFB International Finance Bank LTD, a banking institution organised under the laws applicable to it, with its registered office at Anjouan (“IFB”), and the client identified in Schedule 1 (the “Client”).

1.2 Where the transaction involves additional counterparties, beneficiaries, intermediaries, payees, remitters, authorised representatives, professional advisers or release parties, such persons shall be identified in the applicable transaction schedule, release instructions or compliance file, but shall not become parties to this Agreement unless expressly stated in writing.

1.3 IFB may require any person whose identity, authority, role, beneficial ownership, payment entitlement or source of funds is relevant to the transaction to provide KYC, AML, sanctions, tax, corporate and transactional information to IFB’s satisfaction.

2. Commercial Purpose and Standard Form

2.1 The purpose of this Agreement is to provide a clear and orderly contractual framework under which IFB may receive, hold, administer, report on and release specified funds in accordance with agreed written instructions, applicable law, internal banking procedures and the transaction documents approved by IFB.

2.2 This Agreement is designed as a general standard form. The particular commercial transaction, the relevant amount, the approved remitter, the approved beneficiary, the documents to be reviewed, the applicable fees and the release mechanics shall be completed in the schedules or in a transaction-specific annex.

2.3 Unless expressly agreed otherwise in a signed transaction schedule, IFB does not become a buyer, seller, broker, dealer, arranger, underwriter, investment adviser, payment institution for third-party mass payments, tax adviser, legal adviser, commodity verifier, collateral agent, trustee in bankruptcy, or guarantor of the underlying commercial transaction.

2.4 The parties acknowledge that the administration of transaction funds may require measured preliminary review before final implementation. IFB will therefore conduct onboarding and transaction review in a commercially reasonable manner, while retaining the operational and regulatory discretion necessary for prudent banking practice.

3. Definitions

Term	Meaning
“Agreement”	This Standard Escrow and Administrative Paymaster Services Agreement, including all schedules, annexes, transaction particulars and written amendments.
“Approved Account”	An account opened or designated by IFB for the transaction, or an account otherwise approved by IFB in writing for receipt, holding or release of funds.
“Approved Beneficiary”	A person or entity approved by IFB to receive all or part of the Escrow Amount in accordance with the Release Instructions.
“Approved Remitter”	A person or entity approved by IFB to remit the Escrow Amount or any part thereof.
“Client”	The party instructing IFB and identified as client in Schedule 1.
“Escrow Amount”	The specific amount of funds to be received, held and released under this Agreement, including, where applicable, transaction consideration, closing funds, deposits, fees, commissions, distributions, reserves, settlements or other transaction-specific amounts.
“Release Conditions”	The conditions, documents, confirmations, approvals or written instructions upon which IFB may release the Escrow Amount.
“Release Instructions”	The written instructions, in a form acceptable to IFB, specifying when, to whom, in what amount and to which account funds are to be released.
“Transaction Documents”	The commercial agreements, mandates, invoices, settlement instructions, closing statements, agency documents, authorisations, beneficiary schedules and ancillary materials relevant to the transaction.
“Transaction File”	The complete set of KYC, AML, sanctions, corporate, tax, transactional, banking and supporting documents reviewed or requested by IFB.

4. Appointment and Scope of Services

4.1 The Client appoints IFB, and IFB agrees subject to the terms of this Agreement and its internal approval, to provide limited escrow and administrative paymaster services in relation to the Escrow Amount.

4.2 IFB’s services may include receipt of funds from an Approved Remitter, safeguarding of funds in an Approved Account, confirmation of receipt and cleared funds, maintenance of an audit trail, review of release conditions, and disbursement to an Approved Beneficiary in accordance with the Release Instructions.

4.3 IFB shall provide the services with reasonable professional care, subject always to applicable law, regulatory expectations, sanctions requirements, correspondent banking rules, internal compliance standards and the availability of banking channels.

4.4 No service shall be deemed accepted, activated or operational until the relevant transaction schedule has been completed, all required fees and costs have been paid, the Transaction File has been reviewed, and IFB has confirmed in writing that the transaction may proceed.

5. Conditions Precedent

5.1 The commencement of any active escrow or paymaster service is conditional upon IFB receiving and approving, to its satisfaction, the documentation listed in Schedule 2 and any further information reasonably required for the particular transaction.

5.2 IFB may require evidence of corporate existence, authority to contract, beneficial ownership, source of funds, source of wealth, transaction rationale, payment entitlement, tax status, sanctions clearance, adverse media review, underlying contractual entitlement and bankability of the proposed payment route.

5.3 IFB may decline, defer or limit the services where the documentation is incomplete, inconsistent, commercially implausible, legally uncertain, operationally unsuitable, or not acceptable under IFB's internal policies or banking arrangements.

5.4 IFB shall not be obliged to receive funds, provide bank coordinates, execute a release, or issue a confirmation of availability until all relevant conditions precedent have been satisfied or expressly waived by IFB in writing.

6. Escrow Amount and Approved Payment Route

6.1 The Escrow Amount, currency, expected remittance date, Approved Remitter, Approved Beneficiary, permitted payment method and Approved Account shall be identified in Schedule 1 or a transaction-specific annex.

6.2 Funds should be remitted only by the Approved Remitter from an account held in the Approved Remitter's own name, unless IFB has expressly approved another remittance route in writing after appropriate review.

6.3 IFB may refuse, return, hold for clarification, or process subject to further review any funds received from an unapproved party, an unverified account, a sanctioned or restricted jurisdiction, an inconsistent payment reference, an unexplained third-party route, or any route that raises compliance or operational concerns.

6.4 Receipt of funds by IFB shall not, by itself, constitute confirmation that the transaction has been approved, that the funds are finally available, that no further compliance review is required, or that release conditions have been satisfied.

7. Segregated Handling and No Interest

7.1 Where available and appropriate, IFB shall handle the Escrow Amount through a segregated, designated, fiduciary, client, escrow or administrative account structure suitable for the transaction and the jurisdictional framework applicable to IFB.

7.2 Unless expressly agreed in writing, the Escrow Amount shall not bear interest for the benefit of the Client, Approved Remitter, Approved Beneficiary or any other person. Any bank interest, if credited and legally retainable, shall belong to IFB unless otherwise agreed in the transaction schedule.

7.3 IFB may deduct or reserve bank charges, correspondent bank fees, conversion costs, intermediary deductions, taxes required to be withheld, compliance costs and other agreed charges from the Escrow Amount where authorised by this Agreement or the transaction schedule.

8. Release Conditions and Disbursement

8.1 IFB shall release the Escrow Amount only in accordance with Release Instructions accepted by IFB and after satisfaction, waiver or confirmation of the applicable Release Conditions.

8.2 Release Instructions shall be clear, signed or otherwise authenticated to IFB's satisfaction, consistent with the Transaction Documents, and supported by such confirmations, documents or professional certificates as IFB may require.

8.3 Unless IFB agrees otherwise, disbursement shall be made only by bank transfer to an account held in the name of the Approved Beneficiary. IFB is not required to make cash payments, payments to personal accounts, nominee payments, crypto-asset payments, split payments, circular payments, or payments to unapproved third parties.

8.4 IFB may suspend a release where instructions are contradictory, incomplete, disputed, unauthenticated, commercially inconsistent, potentially unlawful, operationally impracticable, or inconsistent with IFB's compliance review.

8.5 IFB shall not be responsible for delays, deductions, rejections or compliance inquiries imposed by correspondent banks, beneficiary banks, payment systems, public authorities or sanctions-screening systems, provided IFB has acted in accordance with reasonable banking practice.

9. KYC, AML, Sanctions and Tax

9.1 The Client shall provide, and shall procure that relevant parties provide, all information and documents required by IFB for know-your-customer, anti-money laundering, counter-terrorist financing, sanctions, anti-bribery, anti-corruption, tax transparency, FATCA, CRS, beneficial ownership and adverse-media review.

9.2 IFB may screen all relevant parties, transactions, documents, accounts, banks, jurisdictions and payment references before, during and after the provision of services.

9.3 IFB may request updated information at any time where required by law, prudent banking practice, changes in the transaction, new information, banking inquiries or internal policy.

9.4 Each party remains solely responsible for its own tax, accounting, regulatory, corporate, reporting and filing obligations. IFB does not provide tax advice unless expressly agreed in a separate written engagement.

10. Transaction Documents and Underlying Commercial Transaction

10.1 The Client shall provide complete, true, current and accurate copies of all Transaction Documents relevant to the Escrow Amount, the payment entitlement, the identity of the Approved Remitter, the identity of the Approved Beneficiary and the Release Conditions.

10.2 IFB may review Transaction Documents for administrative, compliance and operational purposes, but such review does not constitute legal advice, verification of the commercial merits, endorsement of the transaction, validation of title, warranty of performance, or assumption of responsibility for the underlying transaction.

10.3 The Client warrants that the Escrow Amount represents lawful funds, is not derived from fraud, sanctions evasion, tax evasion, bribery, corruption, money laundering, terrorist

financing, market abuse, prohibited trade, undisclosed nominee arrangements or any other unlawful source.

10.4 Where the Escrow Amount is connected to a commercial entitlement, fee, settlement, closing payment, commission, reimbursement, distribution or similar payment, the Client shall provide satisfactory evidence that such entitlement is lawful, contractually valid, due or conditionally due, and payable to the Approved Beneficiary.

11. Fees, Costs and Expenses

11.1 The Client shall pay IFB the onboarding, review, administration, escrow, paymaster, execution and release fees set out in Schedule 3 or the applicable transaction schedule.

11.2 Unless expressly agreed otherwise, onboarding, KYC, AML and document-review fees are non-refundable and payable before substantive review or implementation work begins.

11.3 Bank charges, correspondent fees, SWIFT fees, currency conversion costs, legal fees, notarisation costs, courier costs, registry costs, enhanced due-diligence costs, professional adviser costs and public authority charges shall be charged separately or reimbursed at cost.

11.4 IFB may require an advance cost reserve before incurring third-party costs. IFB may deduct unpaid fees and costs from funds held, provided such deduction is permitted by the transaction schedule or applicable law.

12. Representations and Undertakings of the Client

12.1 The Client is duly organised, validly existing and, where applicable, in good standing under the laws of its place of incorporation or establishment.

12.2 The Client has full authority to enter into this Agreement and to perform its obligations under it.

12.3 All information provided to IFB is true, complete, accurate and not misleading.

12.4 The transaction has a lawful commercial purpose and is not designed to conceal beneficial ownership, source of funds, payment entitlement or the identity of any relevant party.

12.5 No undisclosed person has an interest in the Escrow Amount or in the payment entitlement except as disclosed to and approved by IFB.

12.6 The Client will promptly notify IFB of any material change, dispute, investigation, regulatory inquiry, adverse media, sanctions exposure, payment-route change or inconsistency in the Transaction File.

13. Authority, Communications and Authentication

13.1 The authorised persons entitled to instruct IFB shall be identified in Schedule 4. IFB may require specimen signatures, corporate authorisations, video verification, secure email confirmation, callback verification or other authentication measures.

13.2 IFB may rely on instructions that reasonably appear to come from an authorised person, provided IFB has followed its ordinary authentication procedures. IFB may refuse to act where instructions are unclear, conflicting, suspicious, commercially inconsistent or not reasonably authenticated.

13.3 Material instructions, including release instructions, beneficiary changes, bank-account changes and transaction changes, shall be given in writing. Informal messaging applications shall not be sufficient for final release instructions unless IFB expressly approves a specific authentication protocol in writing.

14. Confidentiality and Data Protection

14.1 Each party shall keep confidential the existence and contents of this Agreement, the Transaction File, banking information, compliance materials, commercial documents and non-public information received in connection with the services, except where disclosure is required for performance, legal compliance, banking processing, professional advice, regulatory reporting, tax reporting, sanctions screening, litigation, arbitration or enforcement.

14.2 IFB may process and share personal data and compliance information with banks, correspondent banks, screening providers, professional advisers, affiliates, regulators, courts, arbitral tribunals, public authorities and service providers where necessary or appropriate for the purposes of this Agreement, legal compliance and risk management.

14.3 The confidentiality obligations shall survive termination of this Agreement.

15. Suspension, Refusal and Regulatory Reporting

15.1 IFB may suspend or refuse performance where it reasonably considers that further review is required, that information is incomplete, that instructions are inconsistent, that a banking route is unavailable, that a legal or regulatory issue arises, or that continuing performance may expose IFB to unacceptable compliance, reputational, legal, banking or operational risk.

15.2 IFB may make disclosures, reports or filings to competent authorities where required or permitted by applicable law, banking practice or internal compliance procedures. IFB shall not be required to disclose the existence, timing or content of any such report where prohibited by law or prudential practice.

15.3 Where IFB cannot lawfully or prudently release funds, it may hold funds pending clarification, return funds to the remitter where permitted, remit funds to a competent authority, interplead funds before a competent court or tribunal, or take such other action as may be legally available and commercially reasonable.

16. Liability and Indemnity

16.1 IFB shall be liable only for direct loss caused by its fraud, wilful misconduct or gross negligence. IFB shall not be liable for indirect, consequential, punitive, exemplary or special loss, loss of profit, loss of bargain, loss of opportunity, market movement, reputational loss, or delay caused by third-party banks, public authorities, sanctions systems, payment systems, force majeure or incomplete instructions.

16.2 The Client shall indemnify IFB, its officers, directors, employees, agents, affiliates and professional advisers against losses, claims, liabilities, costs and expenses arising out of incomplete or inaccurate information, unlawful or disputed funds, undisclosed parties, inconsistent instructions, breach of representation, breach of law, third-party claims, regulatory inquiries or the underlying transaction, except to the extent caused by IFB's fraud, wilful misconduct or gross negligence.

16.3 IFB's aggregate liability under this Agreement shall not exceed the professional fees actually received by IFB for the relevant transaction, except in cases of fraud, wilful misconduct or where such limitation is prohibited by applicable law.

17. Term and Termination

17.1 This Agreement begins on the Effective Date and continues until completion of the services, return or release of the Escrow Amount, termination by agreement, or termination under this clause.

17.2 Either party may terminate this Agreement by written notice before receipt of funds, subject to payment of accrued fees and costs. After receipt of funds, termination shall not affect IFB's authority to safeguard, return, release, report, interplead or otherwise deal with the funds in accordance with this Agreement, applicable law and prudent banking practice.

17.3 IFB may terminate or suspend the mandate immediately where the Client fails to provide required information, fails to pay fees, provides inaccurate information, breaches this Agreement, becomes subject to insolvency proceedings, becomes sanctioned or restricted, or where IFB considers that continuation is not acceptable under its compliance or banking standards.

17.4 Termination shall not affect accrued rights, confidentiality, indemnities, fee obligations, liability limitations, dispute resolution provisions or provisions intended to survive termination.

18. Notices

18.1 Formal notices shall be given in writing to the addresses and email addresses specified in Schedule 1 or such other address as a party may notify in writing.

18.2 A notice sent by email shall be deemed received when transmitted, provided that no delivery failure notification is received and provided that IFB may require additional authentication for material instructions.

18.3 Bank coordinates, release instructions, beneficiary changes and payment-route changes shall be subject to separate authentication and shall not be effective merely by ordinary email unless accepted by IFB.

19. Governing Law and Dispute Resolution

19.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law, unless another governing law is specified in the transaction schedule.

19.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, performance, breach or termination, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a sole arbitrator appointed in accordance with those Rules. The seat of arbitration shall be Paris, France. The language of the arbitration shall be English. The parties agree that any expedited procedure provisions available under the ICC Rules shall apply to the fullest extent permitted under those Rules, unless IFB and the Client agree otherwise in writing.

19.3 Nothing in this clause prevents either party from applying to any competent court or arbitral emergency procedure for urgent interim, conservatory, injunctive or protective

measures, including measures relating to confidentiality, documents, evidence, bank accounts, preservation of funds, regulatory compliance or the integrity of the transaction process.

20. Miscellaneous

20.1 This Agreement, together with its schedules and any transaction-specific annex, constitutes the entire agreement between the parties concerning the services and supersedes prior discussions concerning the same subject matter.

20.2 No amendment shall be effective unless made in writing and signed by authorised representatives of the parties.

20.3 The Client may not assign or transfer its rights or obligations without IFB's prior written consent. IFB may assign or delegate operational functions to affiliates, banks, agents, service providers or professional advisers where appropriate for performance and compliance.

20.4 If any provision is invalid or unenforceable, the remaining provisions shall remain in effect, and the parties shall replace the affected provision with a valid provision that most closely reflects the original commercial intention.

20.5 This Agreement may be signed electronically and in counterparts. Each counterpart shall constitute an original, and all counterparts together shall constitute one instrument.

Schedule 1 - Transaction Particulars

Item	Particulars
Client full legal name	[●]
Client registration number	[●]
Client registered office	[●]
Client authorised representative	[●]
Underlying transaction reference	[●]
Escrow Amount	[●]
Currency	[●]
Approved Remitter	[●]
Approved Remitter bank and jurisdiction	[●]
Approved Beneficiary	[●]
Approved Beneficiary account	[●]
Expected incoming payment method	[SWIFT MT103 / other]
Expected outgoing payment method	[SWIFT MT103 / SEPA / other]
Release Conditions	[●]
Special provisions	[●]

Schedule 2 - Standard Documentation Checklist

- Corporate constitutional documents, certificate of incorporation or equivalent establishment document.
- Registry extract, certificate of good standing or equivalent evidence of current legal existence.
- Register of directors, authorised signatory evidence and board or corporate resolution approving the mandate.
- UBO declaration and ownership chart up to natural persons.

- Passport or government-issued ID and proof of address for relevant directors, authorised signatories and beneficial owners.
- Transaction Documents evidencing the commercial basis of the Escrow Amount and the payment entitlement.
- Identification and KYC materials for the Approved Remitter, Approved Beneficiary and any materially relevant counterparty.
- Source-of-funds and, where appropriate, source-of-wealth information for the Approved Remitter and relevant parties.
- Clear written Release Instructions and account details for the Approved Beneficiary.
- Sanctions, PEP and adverse-media information requested by IFB.
- Tax classification information, including FATCA and CRS self-certifications where required.
- Any further document reasonably required by IFB, its banks, professional advisers or applicable authorities.

Schedule 3 - Fees and Expenses

Fee / cost item	Amount / basis
Onboarding, KYC, AML and document review fee	[USD/EUR/GBP ●] - normally payable in advance and non-refundable.
Fixed escrow / administrative paymaster fee	[USD/EUR/GBP ●] - payable as agreed in the transaction schedule.
Enhanced due-diligence fee	[At cost / fixed amount / hourly rate], if applicable.
External legal counsel and professional advisers	At cost, subject to prior notice or cost reserve where practicable.
Bank charges, SWIFT fees and correspondent deductions	At cost or deducted from the Escrow Amount where authorised.
Currency conversion costs	At applicable bank or market rate plus agreed spread, if any.
Cost reserve	[●], if required by IFB before third-party costs are incurred.

Schedule 4 - Authorised Persons and Instruction Protocol

Protocol item	Details
Client authorised signatory 1	[Name, title, email, telephone, specimen signature]
Client authorised signatory 2	[Name, title, email, telephone, specimen signature]
IFB relationship contact	[Name, title, email, telephone]
Permitted instruction channel	[Secure email / portal / signed PDF / other]
Callback verification required for	Release instructions, bank-account changes, beneficiary changes, material amendments and high-risk instructions.
Dual-authorisation requirement	[Yes / No / details]
Emergency contact protocol	[●]

Signature Page

Executed as an agreement by the authorised representatives of the parties on the date written below.

For IFB International Finance Bank LTD	For the Client
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:
Place:	Place: