

**PACIFIC ALLIANCE INTERNATIONAL CONSULTING SDN BHD (PAiC)  
SPECIALITY MATTERS MUTUAL ENGAGEMENT & GOVERNANCE FRAMEWORK FEE  
AGREEMENT (SM-MEGFFA)  
Institutional Governance & Compliance Edition  
CONFIDENTIAL – PRIVATE & PRIVILEGED**

**1. PARTIES, STATUS AND CAPACITY**

This Speciality Matters Mutual Engagement & Governance Framework Fee Agreement (“SM-MEGFFA”) is entered into by and between:

- A. Pacific Alliance International Consulting Sdn Bhd (“PAiC”), operating within the Pacific Alliance Group (“PAG”) ecosystem;
- B. The Prospective Client, Enterprise, Principal, Introducer, Intermediary, Trader, Instrument Provider, Facilitator, Mandate Holder, Platform Operator or Transaction Representative (“Client”); and
- C. Zarif Menon and Associates Limited (“ZMA”), acting in its fiduciary governance and due diligence capacity as the authorised gatekeeper within the PAG ecosystem.

This Agreement establishes the mandatory governance, compliance, due diligence, and engagement framework applicable to all “Speciality Matters” transactions, structures, projects, financial instrument proposals, banking related structures, commodity transactions and specialised financial facilitation matters submitted to PAiC and/or PAG.

**2. PURPOSE OF THIS AGREEMENT**

This Agreement is specifically designed to govern all speciality matters and high-risk transaction categories that may expose PAiC, PAG, ZMA, associated entities, strategic partners, financial institutions, investors, or counterparties to:

- Fraudulent transaction proposals
- Misrepresented banking structures
- Fictitious financial instrument programs
- Regulatory breaches
- AML / sanctions exposure
- Reputational risk
- Commercially impossible structures
- Advance fee fraud schemes
- Misuse of banking terminology
- Unverified monetisation structures
- False representation of institutional relationships

This Agreement exists to ensure that all parties clearly understand that PAiC, PAG and ZMA operate strictly under governance-led institutional standards and do not entertain speculative, deceptive, commercially unreasonable, or fraudulent transaction structures.

### 3. SPECIALITY MATTERS COVERED UNDER THIS AGREEMENT

This Agreement applies to all speciality matters including but not limited to:

SBLC transaction	BG transactions	LC / DLC structures
MTN programs	Bond monetisation	Bank instrument monetisation
Credit enhancement structures	Trade finance structures	Swift related structures
Commodity transactions	EN590 transactions	Crude oil transactions
LNG / LPG transaction	Jet fuel transactions	Precious metal transactions
Gold transactions	Copper cathode transactions	Online debit card transfer proposals
Offline debit card transfer proposals	Key Tested Telex (KTT)	Swift GPI
Swift MT799	Swift MT760	Swift MT103
IPIP	IPID	PPOP
POP	Proof of Funds structures	Blockchain settlement structures
Crypto settlement structures	Instrument leasing programs	Fresh cut bank instrument proposals
Bank-to-bank transmission structures	Platform participation programs	Collateral enhancement structures
Private placement related structures	High-yield financial programs	Structured payout programs
Any other speciality transaction deemed necessary by PAiC, PAG or ZMA. Please specify:		

### 4. GOVERNANCE POSITION OF PAiC, PAG & ZMA

PAiC operates strictly as a governance-led consulting and facilitation entity within the PAG ecosystem.

ZMA acts as the fiduciary governance authority and institutional gatekeeper responsible for conducting due diligence, transaction assessment, governance review and risk intelligence analysis.

PAiC, PAG and ZMA:

- Are not brokers
- Are not lenders
- Are not guarantors
- Are not instrument issuers
- Are not custodians of client funds
- Do not guarantee funding
- Do not guarantee monetisation
- Do not guarantee banking relationships
- Do not guarantee transaction success

Execution of this Agreement does not constitute approval, endorsement, acceptance, or validation of any proposed transaction structure.

## **5. MANDATORY GOVERNANCE & DUE DILIGENCE REQUIREMENT**

The Client expressly acknowledges and agrees that:

- All speciality matters are subject to mandatory institutional due diligence;
- ZMA may conduct extensive verification, risk intelligence, and governance assessment;
- PAiC and ZMA reserve absolute discretion to reject any structure considered commercially unreasonable, unverifiable, misleading, or high risk;
- No investor, bank, institution, or strategic counterparty shall be approached until governance clearance has been obtained.

The due diligence process may include:

- Identity verification
- Corporate verification
- Beneficial ownership tracing
- Banking verification
- Licensing validation
- Transaction structure assessment
- Compliance review
- AML / sanctions screening
- Reputation and adverse media review
- Instrument authenticity review
- Commercial feasibility analysis
- Counterparty verification
- Risk classification assessment

## **6. FRAUD, MISREPRESENTATION & RED FLAG POLICY**

The Client expressly acknowledges that any of the following may constitute immediate red flags:

- False banking representations
- Fictitious bank instrument claims
- Unrealistic monetisation promises
- Fake bank confirmations
- Unverified “Top 25 Bank” claims
- Misuse of SWIFT terminology
- Excessive broker chains
- Requests for upfront payments before verification
- Refusal to provide supporting documentation
- Contradictory transaction information
- Misrepresentation of institutional relationships
- False claims of government backing
- Fraudulent proof of funds
- Fraudulent proof of product
- Unlicensed financial activity
- Use of commercially impossible transaction structures
- Concealment of beneficial ownership
- Requests involving sanctions evasion or unlawful activity

Where such red flags are identified, PAiC and/or ZMA reserve the right to:

- Immediately suspend engagement;
- Reject the proposed transaction;
- Escalate the matter internally within PAG;
- Blacklist the Client from future engagement;
- Preserve all documentation for compliance purposes;
- Report suspicious activities to relevant authorities within Malaysia or internationally where deemed necessary.

## **7. CLIENT DOCUMENTATION REQUIREMENTS**

The Client shall provide all information and documentation requested by PAiC and/or ZMA including but not limited to:

- Corporate registration documents
- Passport / identification documents
- Proof of address
- Corporate profile
- Banking documents
- Draft agreements
- Draft instrument wording
- Trade documentation
- Compliance declarations
- Beneficial ownership disclosures
- Source of funds information
- Transaction summaries
- Financial statements
- Regulatory licenses
- Commercial contracts
- Counterparty information

Failure to provide complete documentation may result in immediate rejection of the proposed matter.

## **8. DUE DILIGENCE ASSESSMENT FEE FOR FRAUDULENT OR NON-COMPLIANT STRUCTURES**

The Client expressly acknowledges and agrees that where:

- Due diligence reveals fraud;
  - Material misrepresentation is identified;
  - False or misleading information is submitted;
  - Commercially impossible structures are proposed;
  - Fraudulent banking representations are detected;
  - Serious compliance concerns arise;
  - Significant governance breaches are identified;
  - Documentation inconsistencies materially affect credibility;
- then ZMA shall be entitled to impose a Due Diligence Assessment Fee of USD10,000 (United States Dollars Ten Thousand).

This fee represents partial recovery of:

- Professional advisory time;
- Governance review costs;
- Compliance screening expenses;
- Risk intelligence assessment work;
- Transaction verification resources;
- Internal escalation and review processes;
- Institutional protection measures undertaken by PAG and ZMA.

The Client shall settle such amount within five (5) working days from the date of the invoice unless the Client is subsequently able to provide additional documentary evidence, clarification, banking confirmation or other credible information capable of disproving the identified concerns.

PAiC and ZMA reserve sole discretion in determining whether such additional information sufficiently addresses the concerns identified.

#### **9. SPECIALITY MATTERS PROFESSIONAL FEE STRUCTURE**

The Client acknowledges and agrees that all speciality matters undertaken by PAiC, PAG and/or ZMA are subject to the following professional fee structure:

- Minimum success fee of five percent (5%) of the total transaction value; or
- Minimum professional fee of USD25,000 (United States Dollars Twenty Five Thousand), whichever is higher.

Additional governance, compliance, advisory, verification, escrow, risk intelligence, or specialised structuring fees may apply depending on transaction complexity, jurisdiction, urgency, and risk exposure.

#### **10. NO GUARANTEE OF TRANSACTION SUCCESS**

The Client expressly acknowledges that:

- Not all proposed transactions are commercially possible;
- Not all banking structures are legitimate;
- Not all monetisation structures are executable;
- Not all counterparties are credible;
- Not all projects qualify for institutional engagement.

PAiC, PAG and ZMA make absolutely no representation or warranty regarding:

- Funding approval;
- Instrument issuance;
- Monetisation success;
- Banking acceptance;
- Investor participation;
- Transaction completion.

**11. CONFIDENTIALITY, NON-CIRCUMVENTION & INTELLECTUAL PROPERTY**

All information, introductions, investor relationships, governance methodologies, reports, transaction structures, and advisory materials remain confidential and proprietary to PAG and ZMA.

No party shall circumvent PAiC, PAG or ZMA in relation to any transaction, investor, bank, institution, or commercial opportunity introduced or reviewed under this Agreement.

All due diligence reports, governance reports, and advisory outputs remain intellectual property of ZMA and PAG.

**12. GOVERNING LAW & JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia. Any dispute arising from this Agreement shall first be addressed through good faith negotiation. Where unresolved, the courts of Malaysia shall have exclusive jurisdiction.

**13. FINAL GOVERNANCE DECLARATION**

The Client acknowledges and agrees that:

- PAG operates under strict governance and compliance standards;
- ZMA acts as a fiduciary gatekeeper within the PAG ecosystem;
- Institutional credibility and investor protection remain paramount;
- PAG reserves absolute discretion regarding engagement decisions;
- Submission of documentation does not guarantee onboarding or approval.

**EXECUTION & SIGNATURES**

**For and on behalf of Pacific Alliance International Consulting Sdn Bhd (PAiC)**

Name : \_\_\_\_\_  
 Title : \_\_\_\_\_  
 Signature: \_\_\_\_\_ Company Chop:  
 Date : \_\_\_\_\_

**For and on behalf of Zarif Menon and Associates Limited (ZMA)**

Name : \_\_\_\_\_  
 Title : \_\_\_\_\_  
 Signature: \_\_\_\_\_ Company Chop:  
 Date : \_\_\_\_\_

**For and on behalf of the Client**

Company Name: \_\_\_\_\_  
 Name : \_\_\_\_\_  
 Title : \_\_\_\_\_ Company Chop:  
 Signature : \_\_\_\_\_  
 Date : \_\_\_\_\_