

**EXHIBIT D**  
**LETTER OF CREDIT TERMS**

The following are the terms and conditions required by Company when establishing a Letter of Credit.

- Company must approve the issuing bank.
- Applicant (*i.e.*, Consultant) name appearing in the Letter of Credit and Contract must be EXACTLY the same.
- If issuing bank is located outside the United States (U.S.) then it must be confirmed by U.S. banking institution approved by Company.
- It is to be an Irrevocable Standby Letter of Credit in favor of Company.
- Drafts are payable at sight.
- The expiry date must be no earlier than twelve (12) months from date of issuance.
- Partial and multiple drawings are permitted.
- The Letter of Credit is available by Company's draft (s) at sight when accompanied by a copy of an invoice and one of the two following statements, signed by a representative of Company, reading as follows:
  1. We hereby certify that the Applicant has violated the terms and conditions of the Contract dated month/date/year. The undersigned, an authorized representative of Company (Beneficiary) hereby certifies that the Applicant has failed to comply with and/or violated the terms and conditions of that certain Contract (s) signed by and between the Applicant and Beneficiary and the amount of the accompanying draft drawn under Letter of Credit No. #0000000 represents the amount the Beneficiary is entitled to draw on the Letter of Credit as a result of the occurrence of such failure to comply and/or violation; or
  2. Applicant has not renewed or provided to Beneficiary an acceptable replacement Letter of Credit within thirty (30) days of expiration of the original Letter of Credit No. 0000000.
- In all events the issuing bank will fund the draw of the beneficiary within twenty-four (24) hours of presentment.
- The Letter of Credit will provide for the beneficiary to deliver the required documents to fund the draw by either mail or courier with the address of the issuing bank stated as the point of delivery.

**End of Exhibit D**