

**INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400 / 500 / 600)**  
**NON CIRCUMVENTION, NON DISCLOSURE & WORKING AGREEMENT and**  
**IRREVOCABLE MASTER FEE PROTECTION AND PAY ORDER AGREEMENT**  
**000.000.000.000**

CONTRACT NO  
COMMODITY  
ORIGIN  
CONTRACT QTY  
CONTRACT PERIOD  
TERM  
AGENT'S NAME  
REPRESENTED BY  
SELLER'S NAME  
REPRESENTED BY  
BUYER'S NAME  
REPRESENTED BY

**WHEREAS** the undersigned Parties wish to enter into this Agreement to define certain parameters of their future legal obligations, are consequently bound by the duty and the obligation of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce convention ICC 500.

**WHEREAS** the undersigned Parties desire mutually to enter into a working business relationship with respect to the arranging, selling and buying and in cooperation with one other and with third parties to the mutual and common benefit of the Parties hereto, including their employers, employees, affiliates, subsidiaries, parent companies, stockholders, partners, co-ventures, representatives, successors, assignees, designees, trustees, executors, heirs, any nominees, trading partners, and other associated organizations, clients (hereinafter referred to as "**The Parties**").

**WHEREAS**, this Agreement is made and entered into on this date, shall oblige the undersigned Parties and their employers, employees, affiliates, subsidiaries, parent companies, stockholders, partners, co-ventures, representatives, successors, assignees, designees, trustees, executors, heirs, any nominees, trading partners and other associated organizations, clients, hereinafter referred to as "**The Parties**", jointly, severally, mutually and reciprocally for the terms and conditions expressly state and agree to below and that this Agreement may be referenced from time to time in any document(s), or written agreement(s), the terms and conditions of this Agreement shall apply to any exchange of information written or oral involving financial information, personal or corporate names, contracts initiate by or involving the Parties and any addition, renewal, extension, rollover, amendment, renegotiations or new agreement hereinafter referred to as "**The Transaction**" (Project/Transaction) for the purchase of **xxxxxxxxxxx**

**WHEREAS** the documents which are going to follow this Agreement like Letters of Intent, Full Corporate Offers, Bank Comfort Letters, Contract terms and conditions, banking details or Pre-advised Payment Instrument and/or any information contained in such documents will not be passed, under no any circumstance, onto another intermediary or broker or trader or whatever company or private persons who are not End Buyers or End Suppliers without prior specific written consent of the Party(s) providing such information.

**NOW THEREFORE** in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

**1. TERMS AND CONDITIONS**

1.0 This Agreement shall in no way be construed as being a Partnership Agreement and shall in no way render any Party be liable for any other.

2.0 In specific deals where one of "**The Parties**" acting as an agent allows the Buyer or Buyer's Mandate and the Seller or Seller's Mandate to deal directly with one another, the Agent shall be informed of the development of the transaction by receiving copies of the correspondence made between the Buyer or Buyer's Mandate and the Seller or Seller's Mandate.

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3.0 The entitlement under this Agreement covers the entire transaction identified and defined herein including all follow up, extensions, renewals, rollovers, additions, renegotiated transactions or any new or transfer contract anyhow originated from this transaction because of the Parties, or changing codes of the initial Contract entered into between the Seller and the Buyer.

4.0 This Agreement constitutes the entire Non-Circumvention and Non-Disclosure and Working Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior discussions, negotiations, representations and arrangements, whether oral or written relating to it. No prior contract or course of dealing between the Parties, and non statement of any agent, employee or representative of either Party made prior to the execution of this Agreement shall be admissible in constituting the terms of this Agreement.

5.0 This Agreement shall be legally binding upon all undersigned Parties hereto and their associates, affiliates, employees, agents, holders, principals, heirs, administrators, executors, successors, assignees, designees, transferees, independent contractors, and any other third party are abide by the provisions of this Agreement for:

- a) - the non-circumvention damages, the total commissions, fees or profits which would have been due, and
- b) - all loss sustained by the non defaulting Party by reason of such breach, and
- c) - all expensed incurred in enforcing any legal remedy rights based upon or arising out of this Agreement.

6.0 During the execution of the clauses and the obligations resulting from this Agreement and in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the Parties agree to act in accordance with the principle of good faith and honesty.

7.0 The Parties hereto and/or their affiliates of whatsoever nature, separately and individually, shall not in any manner solicit and/or accept any business from sources or their affiliates, which sources were made available through this Agreement, without the expressed and specific permission of the Party who made such source available.

## **2. CONFIDENTIALITY AGREEMENT**

1.0 The Parties shall maintain complete confidentiality regarding each other's business sources and/or their affiliates and shall only disclose such business sources only to the specifically named Parties as permitted by the concerned Party, unless agreed and granted and expressed written permission of and by the Party who made the source available.

2.0 The Parties irrevocably agree that they will not disclose or otherwise reveal directly or indirectly to a third Party any confidential information provided by one Party to the other or otherwise acquired, particularly contract terms, product information, prices, fees, financial agreement, information concerning the identity of the sellers, buyers, producers, refiners, and particularly individuals **names, addresses, e-mail addresses, telephone and tele-fax or telex numbers, bank codes, account number**, references product and or other information advised by one Party(s) to be one another as being confidential or privileged and that they each fully recognized such information and contract(s) as the exclusive property of the respective Party(s) and they shall not enter into any direct or indirect offers, negotiations and or transactions with such contracts revealed without prior specific written consent by the other Party who made the contact(s) available.

3.0 The Parties agree that they shall at all times during the term of this Agreement and after its termination, keep confidential and shall not use, other than strictly for the purpose of this Agreement and shall not without the prior written consent of either Parties, disclose to any third party any confidential information, unless the information :

- a)- was public knowledge or already known at the time of disclosure, or
- b)- subsequently becomes public knowledge other than by breach of this Agreement, or
- c)- subsequently comes lawfully into possession of the Parties from a third party.

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4.0 The purpose of this Agreement, Proprietary Information shall also include all documents or other media which are prepared by the Parties and Buyer/facilitator or their representatives, based on or derived from Proprietary Information.

5.0 Unless otherwise agreed in writing by the Parties, the Parties agree that:

- a)- except as required by law, will keep all Proprietary Information confidential and will not disclose or reveal any Proprietary Information to any other person other than those of the Official Representatives who are actively and directly participating in the evaluating of the proposed transaction or who otherwise need to know the Proprietary Information for the purpose of evaluating the proposed transaction and will cause those persons to observe the terms of this Agreement;
- b)- the Parties will not use Proprietary Information for any purpose other than in connection with the consummation of the Proposal/Transaction in a manner which the other Party has approved, and
- c)- the Parties will not disclose to any person other than those actively and directly participating in the Proposed Transaction, the fact that discussions are taking place with respect to the Proposed Transaction or the status thereof or the fact that the Proprietary Information has been available to the Parties.

6.0 If the Parties decide not to proceed with the Proposed Transaction, the Parties agree that they will immediately return all Proprietary Information, other than the Evaluation and Documents, in possession, and destroy all Evaluation and Documents in possession or control, whether prepared by the Parties or by its representatives. The Parties agree that neither the return nor destruction of the Proprietary Information or Evaluation and Documents will relieve the Parties and or representatives from the terms of this Agreement.

7.0 Without prejudice to the rights and remedies otherwise available to the Parties agree that the suffered Party shall be entitled relief without the necessity of providing any actual damages sustained by the Party and without the requirement of bond or security. It is understood that any failure or delay by the suffered Party in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof.

8.0 The Parties agree that failure to maintain Confidentiality will be construed as a material breach of this Agreement. Any violation of the Non-Disclosure and Non-Circumvention provisions of this Agreement shall survive the termination of this Agreement and/or Contracts arising from this Agreement for a period of ten (10) years from the said termination date, and the same will be deemed to be a breach of this Agreement by such defaulting Party and will make the Party in violation liable to punitive and compensatory damages actions in any court of competent jurisdiction for prohibited use or disclosure, copying.

9.0 To the extent necessary to implement the provisions of this Agreement, but not further or otherwise, the Parties or their Representative Agent may disclose the Proprietary Information to any customers or prospective customers, to any relevant governmental or authority or regulatory body, and to any member of the same group of companies provided that before any such disclosure the disclosing Party shall make those persons aware of its obligations of confidentiality under this Agreement and shall obtain a binding undertaking as to confidentiality from all such persons

10.0 The Parties shall keep each other fully informed about the progress of all current and future contract negotiations and about the performance of the contract by receiving copies of all the correspondence exchanged between the Parties and the Buyer or Buyer's Mandate and the Seller or Seller's Mandate.

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11.0 The Parties shall treat information provided by the other Party on a strictly private and confidential basis. Parties shall take all necessary steps to prevent the others confidential information from being misused or disclosed or made public to any third party except as needed to successfully complete the contract or to avoid conflicting claims, except as may be required in accordance with the applicable law.

**3. AGREEMENT NOT TO CIRCUMVENT**

1.0 The Parties shall not in any way whatsoever circumvent each other and/or attempt such circumvention of each other and/or any of the Parties involved in any of the transactions the Parties wish to enter and to the best of their abilities shall ensure the other that the original transaction codes, data and proprietary information established are not altered.

2.0 All Parties to this Agreement hereby legally agree jointly, irrevocably and unconditionally bind themselves into guarantee to each other that they shall not directly or indirectly circumvent or attempt to circumvent, interfere with, avoid, obviate or bypass each others interests or the interest or relationship between "The Parties" with procedures, sellers, buyers, brokers, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, to change increase or avoid directly or indirectly payments at time of established or to be established fees, commissions, discount fee, compensation, remuneration in any transaction or project or continuance of pre-established relationship or intervene in un-contracted relationship with manufacturers or technology owners with intermediary's entrepreneurs, legal council or initiate by/sell relationship or transactional relationship that by-passes one of "The Parties" to one another in connection with any going and future transaction or project.

3.0 In the event of circumvention of this Agreement by any of the undersigned Parties, whether directly and/or indirectly, the circumvented Party will be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including but not limited any and all legal fees and expenses incurred in lieu of the recovery of such compensation.

**4. PROHIBITED DEALS WITHOUT CONSENT**

1.0 The Parties hereto and/or their affiliates of whatsoever nature, separately and individually, shall not, in any manner solicit and/or accept any business from sources that have been made available by and through the Parties hereto, nor in any manner shall access, contact solicit and/or conduct any transaction with such said sources, without the expressed and specific written permission of the Party who made such said sources available.

2.0 That they further undertake not to enter into business transaction with banks, investors, sources of funds, corporation, partnership, proprietorship, trust, individuals or other entities, which have been provided by one of the Parties to this Agreement, unless written permission has been obtained from the other Party(ies) to do so. For the sake of this Agreement, it does not matter whether information's obtained from a natural or legal person. The Parties also undertake not to make use of third party to circumvent this clause.

**5. AGREEMENT ON COMMISSIONS**

1.0 All considerations, benefits, bonuses, participation, fees, export profits, compensation, remuneration and/or commissions received as a result of the contributions of transaction covering "The Parties" concerned in this agreement, relating to any and all transactions, shall be allocated and distributed as mutually agreed by

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separate written agreement(I.M.F.P.A.) and shall be paid at time such contract designated, concluded or monies changing hands between Buyers and Sellers, unless otherwise agreed among "The Parties". Specific arrangements for each transaction shall be made available and/or submitted to the recipient on the very day due and payable as per each and every transaction, unless otherwise agreed.

° That any Party in breach of this Agreement shall be liable to all injured Parties for any and all damages resulting from the breach, including, but not limited to the costs of enforcing this Agreement. If permitted, punitive damages shall be awarded to the aggrieved Party(ies).

° That no Party shall be considered in breach of this Agreement if the circumstances attendant thereto were beyond the Party's reasonable control.

° That this Non-Circumvention and Non-Disclosure clause shall be honoured and maintained for 3 (three) successively years from the date of the termination of this Agreement due to termination of this Agreement by whatever reason(s) or cause(s) available.

- 2.0 "The Parties" hereby irrevocably and unconditionally agree and guarantee to honour and respect all such fees and remuneration, arrangement made as part of a commission transaction even in the event that "The Parties" are not an integral member to a specific commission and fee, remuneration agreement.
- 3.0 The Buyer and/or assigns, commits himself to duly reimburse in full, without any deductions whatsoever, all amounts that are added onto the net price agreed upon by the Seller and the Buyer in form of commissions, subject to previous agreement in writing, between the undersigned Parties on deal-by-deal basis.

**6. COMMUNICATION**

- 1.0 The present Agreement has been established in English language as many originals as number of participants plus one more copy for the Bank.
- 2.0 The language in all the Agreement shall be in all cases constructed simply according to its fair meaning and not strictly for or against of the Parties and it is agreed that the English language is used.
- 3.0 All notices, requests, consists, or demands required to be given by the Parties pursuant to this Agreement, shall be in writing and shall be given by delivering the notice by hand or transmitted by telecopy or other means of facsimile transmission with return confirmation requested, postage prepaid, to the other Party at the last facsimile number or address of the relevant Party set out in this Agreement, or such other address as either Party notifies to the other from time to time. Any notice given according to the above procedure shall be deemed to have been given at time of delivery (if delivered by hand) and when received (if sent by post).
- 4.0 Any change or amendments to this Agreement, including oral modification supported by new consideration, must be reduced to writing and signed by all Parties before it will be effective.

**7. SEVERABILITY**

- 1.0 If any part of this Agreement becomes or be declared invalid, illegal or unenforceable under the laws of any national or international jurisdiction, then such part shall be deemed to be severable from this Agreement and shall not affect the remainder hereof and the Parties shall in such event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible gives effect to their intentions as expressed in this Agreement.



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- 2.0 Failure to agree on such provision within six months of commencement of those negotiations shall result in automatic termination of this Agreement.
- 4.0 The obligations of the Parties under any invalid, illegal or unenforceable provision of the Agreement shall be suspended during such a negotiation.

**8. DURATION**

- 1.0 The duration of this Agreement shall be persuading and continuing in force for an initial term of five (5) years commencing from the date of signature with an option to renew it for a further period of five(5) years, subject to and upon the terms and conditions agreed between "**The Parties**" for any and all subsequent transactions as described in clause 1-3.0, between the Seller and Buyer and shall comply with all aspects of the NC-ND regulations as stated in the last I.C.C. edition and amendments which shall remain in full force for the above period.

**9. FORCE MAJEURE AND HARDSHIP**

The Force Majeure and Hardship (Exemption) issued by the I.C.C. Pub. NO 421 is hereby incorporated into this Agreement or others contractual agreed.

**10. GOVERNING LAW**

- 1.0 This Agreement is valid for any and all transaction between the Parties herein and shall be governed and construed by the enforceable law in All Commonwealth Countries Courts, USA Courts, European Union Courts or under Swiss Law in Zurich in the event of dispute, the arbitration laws of states will apply.
- 2.0 The I.C.C. Pub. I.C.C. 460/1990 for delivery and transportation; I.C.C./U.C.P.-500;I.C.C. /U.R.R.-525; I.C.C./U.R.C.-522 for documentary credit and collection; Paris-I.C.C./rules of Conciliation and Arbitration are hereby incorporated into this Agreement and other contractual forms.

**11. AGREEMENT TO TERMS**

- 1.0 Signatures on this Agreement received by the way of facsimile, mail, fax and/or e-mail shall be deemed to be an executed original Agreement and shall have the same force and effect as the original of this document. Agreement enforceable and admissible for all purposes as may be necessary under the terms of this Agreement.
- 2.0 All signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in the forgoing Agreement and by their initials and signature, hereby unconditionally agree to its terms and conditions and recognize being invested of the widest rights to engage the responsibility of their company or of their constituent along the duration of this Agreement and of its possible extensions and that the legal entity that they represent was duly made up with the glance of the laws which govern it and which is not failing in and of her legal statutory or contractual obligations and that they have full and complete power and authority to execute the document for and in the name of the company for which they have given their signature as of the date noted herein.
- 3.0 The purpose of this instrument is to establish an international recognized Non-Circumvention, Non-Disclosure and Working Agreement between the participating Parties. This and future transactions

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shall be conducted under the guidelines of the International Chamber of Commerce.

- 4.0 This agreement may be signed in one or more counterparts and the Parties agree that facsimile and/or electronic copies and/or images of this Agreement to be considered as a legal original and signatures thereon shall be legal and binding.
- 5.0 This Agreement shall be considered as an Integral Part of the Master Sales and Purchase Agreement executed by the Seller, Buyer and the Parties.

**12. ARBITRATION**

- 1.0 It is further agreed that any controversies, claims, misunderstandings and or disputes arising out of and/or relating to or in connection to any part of this Agreement or breach including any questions regarding its existence, validity, interpretation, violation or termination which is not settled amicably between the Parties themselves, shall at the written request of either Party, be finally settled and binding by and through arbitration in accordance with the International Chamber of Commerce Rules and Arbitration or submitted to enforceable law in All Commonwealth Countries Courts, USA Courts, European Union Courts or under Swiss Law.
- 2.0 Any decision made and/or award made by the arbitrary or by any jurisdiction shall be final, conclusive and binding for the all undersigned Parties and their associates, affiliated, employees, agents, holders, principals, heirs, administrators, executors, successors, assignees, designee's, transferee's, independent contractors and any other third party and shall receive recognition and judgment upon such award may be entered and enforceable in the Court of Law in the country of choice of an award by the arbitrary.
- 3.0 The Parties hereby exclude any right of application or appeal to any court in connection with any question of law arising in the course of arbitration or in respect of any award made. All Parties shall accept all decisions of the tribunal as being final and binding.
- 4.0 If any Party files any action or brings any proceeding against other arising from this Agreement or is made a party to any action or proceeding arising from this Agreement, the prevailing Party shall be entitled to recover  
as an element of their cost to suit and not as damages reasonable attorney's fees to be fixed by the court, arbitral or adjudicative authority. The prevailing Party shall be the Party entitled to recover cost to suit or arbitration, whether or not entitled to recover costs.
- 5.0 Each of "The Parties" subject to the declared breach shall be responsible for their own legal expenses until an award is given or settlement is reached, provided however, "That Party" found in default by "The Arbitrator(s)" shall compensate in full the aggrieved Party its heirs, assignees and/or designees for the total remuneration received as a result of business conducted with "The parties" covered by this agreement, plus all its arbitration costs, legal expenses and other charges and damages deemed fait by "The Arbitrator(s)" for bank, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that was introduced by the named Party, notwithstanding any other provisions of the award.  
The signing Parties hereby accept such selected jurisdiction as the executive venue.

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**ACCEPTED AND AGREED WITHOUT CHANGE**

**# Electronic signature is valid and accepted as hand signature #**

<p><b><u>PRINCIPAL “SELLER”</u></b> Signatory's Name : Company : Address : Nacionality: e-mail : Passport No.: Phone : Mobile : Designation : Date &amp; Time :</p> <p>Sign / Seal :</p>	<p><b><u>AGENT</u></b> Signatory's Name : Company : Address : Nacionality: e-mail : Passport No.: Phone : Mobile : Designation : Date &amp; Time :</p> <p>Sign / Seal :</p>
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<p><b><u>MANDATE SELLER</u></b> Signatory's Name : Company : Address : Nacionality: e-mail : Passport No.: Phone : Mobile : Designation : Date &amp; Time :</p> <p>Sign / Seal :</p>	<p><b><u>PRINCIPAL “END BUYER / PAYER”</u></b> Signatory's Name : Company : Address : Nacionality: e-mail : Passport No.: Phone : Mobile : Designation : Date &amp; Time :</p> <p>Sign / Seal :</p>
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**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**

**ALL COMMISSIONS SHALL BE PAID SIMULTANEOUSLY  
BY PAY ORDERS TO THEIR RESPECTIVE BANK ACCOUNTS**

**CONTRACT NO  
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REPRESENTED BY  
SELLER'S NAME  
REPRESENTED BY  
BUYER'S NAME  
REPRESENTED BY**

**FRM-TRADE Ltd**

**THIS AGREEMENT IS VALID ONLY UPON THE SUCCESSFUL COMPLETION OF THE CODED TRANSACTION REFERENCED ABOVE; OTHERWISE IT IS NULL AND VOID.**

- 1) This Irrevocable Master Fee Protection Agreement (IMFPA) is issued to the Paymaster(s) involved in the sale of the Commodity identified by the above Contract Number and shall be an integral part of the Sales Agreement between the Seller and the Buyer. This Agreement shall be referred to in given Sales Contract under item "PRICE" and item "PAYMENT".
- 2) The entitlements herein specified will be transferred in full compliance with articles 48 and 49 of ICC NO. 500, as amended, in favour of the paymaster(s) herein been named.
- 3) The payment of commission shall be, immediately, automatically and unconditionally guaranteed to be paid by swift wire transfer, after acceptance of Sales Contract, to the banking co-ordinates of the beneficiary(ies) supplied by the same, **within one (1) banking working day**, whenever the commodity delivered has been paid by the buyer and to the observances of the practices of the NCND.
- 4) The payments will be freely transferable and made without set-off, protest, delays, restrictions, deductions, impediments, of any kind whatsoever, and free and clear from any liens or local charges, taxes, levies, duties.
- 5) Any signing Paymaster(s) or Beneficiary(ies) may at all time, for personal reason and convenience, have to change his banking co-ordinates initially giving and mentioned on this Agreement, by giving prior notice to the undersigned named in clause 7 hereunder, 14 (fourteen) days before the next payment, to avoid any delay or disappointment in receiving his appropriate commission. The undersigned agrees to conform to all demands for new banking instructions.
- 6) The entitlement under this I.M.F.P.A. covers the entire transaction identified and defined herein including all extensions, renewals, rollovers, additions or any new or transfer contract anyhow originated from this transaction because of the above

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intermediaries, or changing codes of the initial contract entered into between the Buyer and the Seller and shall remain in effect for a period as stated herein.

7) I, the undersigned \_\_\_\_\_, herewith referred as the Seller, expressly agree, confirms and warrants that this I.M.F.P.A. is irrevocably confirmed and will be lodged with the representative's bank within three (3) international banking days from the date of the Contract being signed between the Principals or their Mandates and before the commencement of the transactions and to provide all beneficiaries with **written evidence** of the Pay Orders lodged with our bank together with acknowledgements of their acceptance within three (3) international banking days.

8) I, the undersigned, herewith referred as the Seller with full legal corporate authority and responsibility, under penalty of perjury and false witness, with full knowledge of the act of fraud, do hereby irrevocably and unconditionally undertake to pay the commission specified in this IMFPA in good, clean, clear and lawful United States Dollars, in favour of all participating Paymasters named herein, **SIMULTANEOUSLY** with the edition of the Irrevocable Letter of Credit for the benefit of the Seller (or at any other form of payment), without any protest, to provide full payment of a commission for the help rendered to us at representation of our interests in affairs connected with preparation, coordination, conclusion of the Contract, assistance and performance in execution of trading operations stipulated by given Sales Contract during all term of the Contract.

9)- If the Seller's/Buyer's Bank fails to perform the duties under the terms of this Agreement, or becomes incompetent to do so, then Seller/Buyer shall undertake and guarantees to pay each Beneficiary(ies) or Paymaster(s) directly under the same payment procedure terms and conditions.

10)- A commission of, will be paid to the following Paymaster(s) listed below, for all contracted quantity and shall apply to any and all renewals, extensions, rollovers, additions or any new or transfer contract anyhow originated from this transaction and agreed between the Seller and the Buyer.

11) I, the undersigned, herewith referred as the Seller expressly agree to immediately execute any such additional documents and formalities as may be necessary or required to effectuate the intention contained herein.

12) This Irrevocable Master Fee Protection Agreement shall remain unchanged until the transactions under the above referenced Contract has been completed and terminated and shall not be amended without the express written and notarized consent of the receiving Beneficiary(ies).

13) This Irrevocable Master Fee Protection Agreement and any subsequently issued Pay Orders is unconditional, transferable, assignable and divisible and shall be effective upon the commencement for the said transactions and shall remain in full force and effect for the full term of the said transactions. This agreement shall be interpreted and construed in accordance with the laws of all countries or jurisdictions as controlled where the banks are located.

14) All Parties hereto agree neither to circumvent nor to attempt to circumvent either for the transaction of this current contract or in future for a period of five (5) years from the date of the execution of this Irrevocable Master Fee Protection Agreement and shall comply with all aspects of the NCND regulations as stated in the last I.C.C. edition and amendments which shall remain in full force for the above period.

That in the event of circumvention of this Agreement by either Party, directly or indirectly, the circumvented Party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all compensation, damages, expenses, including but not limited to any and all legal costs and expenses incurred to recover the lost revenue.

All Parties involved in this transaction herewith irrevocably agree that the intermediaries named below do not assume any responsibility for the above named transaction and they cannot be held liable for any reason associated with the above transaction, except for the Non-Circumvention and Non-Disclosure (N.C.N.D.) violations.

15) This Irrevocable Master Fee Protection Agreement binds all parties, their associates, affiliated, employees, holders, principals, heirs, successors, assignees, agents, transferee's, designee's, and any other third party

16) This Irrevocable Master Fee Protection Agreement signed and sealed, received by the way of fax-simile, mail and/or E-mail, shall be deemed to be an executed agreement and shall have the same force and effect as the original of this document for the purpose of binding all parties to this Agreement. This Agreement enforceable and admissible shall operate as an original for all legal purposes as may be necessary under the terms and conditions of this Agreement.

17) In case of transfer and/or substitution total or partial concerning the Seller's or the Buyer's company, or change of control, take over, merging of businesses or whatsoever, this Agreement shall be irrevocably maintained and reconducted in whole, without any change or amendment, by the Seller or by the Buyer or by the Transferee, thus they will continue to profit just as to force the heirs, executors, administrators or having rights of the Parties.

18) If any part of this Irrevocable Master Fee Protection Agreement becomes invalid, illegal or unenforceable under the laws of any national or international jurisdiction, the Parties shall in such event negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible

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**000.000.000.000**

gives effect to their intentions as expressed in this Agreement.

**19)** This Irrevocable Master Fee Protection Agreement constitutes a guaranteed, Irrevocable, unconditional and not retractable payment order issued to the beneficiary(ies) named herein, given with full corporate responsibility, by which I hereby will instruct my bank as specified herein, subject to successful transaction, to simultaneously pay, without any protest and/or delay, upon the closing of each and every tranche, until the transaction under the above entered codes is totally completed, the compensation to the beneficiaries' bank accounts, as stipulated herein.

**20)** It is further agreed that any controversies, claims, misunderstandings and or disputes arising out of and/or relating to any part of the whole of this Agreement or breach thereof including any questions regarding its existence, validity or termination which is not settled amicably by mutual discussion between the Parties themselves, shall be settled and binding by and through arbitration in accordance with the International Chamber of Commerce Rules and Arbitration, or submitted to the enforceable law in All Commonwealth Countries Courts, United States Courts, European Union Courts, or under Swiss Law. The arbitration law of states will apply and binding for all undersigned Parties and their associates, affiliated, employees, holders, principals, heirs, successors, assignee's, agents, transferee's, designee's and any other third parties.

**21)** Any award and decision taken by the Arbitrator or by any Jurisdiction shall be final, conclusive and binding for the all undersigned Parties and their associates, affiliated, employees, agents, holders, principals, heirs, administrators, executors, successors, assignee's, designee's, transferees, independent contractors and any other third party and shall receive recognition, and judgment upon such award may be entered and enforceable in the Court of Law in the Country of choice of an award by the arbitrators.

The parties hereby exclude any right of application or appeal to any court in connection with a question of law arising in the course of arbitration or in respect of any award made. All Parties shall accept all decisions of the tribunal as being final and binding.

The signing Parties hereby accept such selected jurisdictions as the exclusive venue.

**22)** This Agreement is issued, agreed and accepted by the Seller and the Buyer as the Irrevocable Master Fee Protection Agreement, hereby recording names and amounts of each and every Company, individual alike, who have contributed to the successful conclusion of the described transaction and in doing so are entitled to an apportionment of commissions set aside within this transaction.

**23)** In the event that the Seller or the Buyer cancel the final Contract after being signed or after the Buyer's Payment Instrument has been issued or after the first payment has been made in compliance to the terms and conditions of this Contract or for any other reason, then payment for the full amount of commissions shall be made 100% at sight of demand made by any beneficiary named in this Agreement upon Seller or Buyer, without protest and delay.

**24)** All signatories hereto acknowledge that they have read and each Party fully understands all the terms and conditions of the foregoing Agreement and by their initials and signature affixed on each page, hereby unconditionally agree to its terms and conditions and recognize being invested of the widest rights to engage the responsibility of their company or of their constituent along the duration of this agreement and of its possible extensions and that the legal entity that they represent was duly made up with the glance of the laws which govern it and which it is not failing in and of her legal statutory or contractual obligations and that they have full and complete authority to execute the document for and in the name of the Party for which they have given their signature as of the date noted herein.

In Witness whereof, the undersigned hereby agree to honour and to be bound by all clauses of this Agreement with any and all privileges, rights and immunities herein provided, making and executing this Agreement on this effective date:

**This document is signed and accepted by parties named below as to be included in the main contract**

**TOTAL COMMISSION shall be paid Directly BY THE SELLER from the total payment.**

**The amount of \$6 FOR BBL, delivered should be settled as herein stated to be transferred into the account as follows:**

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000.000.000.000**

Seller's side: XXX.XXX- CLOSED

Agent : XXX.XXX - CLOSED

Buyer's side: XXX.XXX OPEN

**Accepted & Agreed by Agent and Seller named below:-**

**USD XX X 000,000,000,000 XXXXXL=000,000,000 per contract**

**1. Commission for every shipment**

<b>PARTICULAR'S</b>	<b>SELLER</b>
<b>Company Name</b>	
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Name</b>	
<b>Account No.</b>	
<b>SWIFT Code</b>	
<b>Bank Telephone /Fax</b>	
<b>Signature Seal</b>	

**USD X.XX X 000,000,000,000 XXXXXX=000,000,000,000 per contract**

**1. Commission for every shipment**

<b>PARTICULAR'S</b>	<b>AGENT</b>
<b>Company Name</b>	FRM-TRADE LTD
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Name</b>	
<b>Account No.</b>	
<b>SWIFT Code</b>	
<b>Bank Telephone /Fax</b>	
<b>Bank officer name</b>	
<b>Signature Seal</b>	

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000.000.000.000**

<b>REQUIRED MESSAGE</b>	All transfer instructions shall state: Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's Bank.
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The total amount of **US \$ X,XX, PER xxxx of  
SELLER SIDE BENEFICIARY**

**TOTAL COMMISSION FOR BUYER USD X.00 \$ PER xxxxxx of total of purchase (CLOSED)**

DESCRIPTION	PAYMASYER BUYER MANDATE
BENEFICIARY'S NAME	
BENEFICIARY'S COMPANY	
Account No.	
SWIFT/ ABA	
Bank Officer	
Email	
Bank Telephone	
Bank Name	
Bank Address	
Account Name	
Signature Seal	
<b>FOR GROUPS</b>	

**BUYER SIDE BENEFICIARY**

**TOTAL COMMISSION FOR BUYER USD X.00 PER XXX of total of purchase**

**BUYER MANDATE:**

**USD X,XX X 000,000,000,000 XXXXXX =000,000,000 per contract**

**1. Commission for every shipment**

DESCRIPTION	PAYMASYER BUYER MANDATE
BENEFICIARY'S NAME	
BENEFICIARY'S COMPANY	
Account No.	
SWIFT/ ABA	
Bank Officer	
Email	

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<b>Bank Telephone</b>	
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Name</b>	
<b>Signature Seal</b>	
<b>REQUIRED MESSAGE</b>	All transfer instructions shall state: Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's Bank.

**BUYER INTERMIDAIRY GROUP**

**PAYMASTER BUYER MANDATE:  
USD X.00 X 000,000,000 XXXXX= 000,000,000,000 PER CONTRACT**

**2.Commission for every shipment**

<b>DESCRIPTION</b>	<b>BENEFICIARY</b>
<b>BENEFICIARY'S NAME</b>	
<b>BENEFICIARY'S COMPANY</b>	
<b>Account No.</b>	
<b>SWIFT/ ABA</b>	
<b>Bank Officer</b>	
<b>Email</b>	
<b>Bank Telephone</b>	
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Name</b>	
<b>Signature Seal</b>	
<b>REQUIRED MESSAGE</b>	All transfer instructions shall state: Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's Bank.

**FACILITATOR'S: USD X.XX X 000,000,000 BARREL= 000,000,000 PER CONTRACT**

**3.Commission for every shipment**

<b>DESCRIPTION</b>	<b>BENEFICIARY</b>
<b>BENEFICIARY'S NAME</b>	
<b>BENEFICIARY'S COMPANY</b>	
<b>Account No.</b>	
<b>SWIFT/ ABA</b>	
<b>Bank Officer</b>	
<b>Email</b>	



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<b>Bank Telephone</b>	
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Name</b>	
<b>Signature Seal</b>	
<b>REQUIRED MESSAGE</b>	All transfer instructions shall state: Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's Bank.

**4. USD \$ X,XX PER XXXX x XX PER SHIPMENT = Total \$USD \$,000,000.00 (closed)**

**4.Commission for every shipment**

DESCRIPTION	BENEFICIARY
<b>BENEFICIARY'S NAME</b>	
<b>BENEFICIARY'S COMPANY</b>	
<b>Account No.</b>	
<b>SWIFT/ ABA</b>	
<b>Bank Officer</b>	
<b>Email</b>	
<b>Bank Telephone</b>	
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Account Name</b>	
<b>Signature Seal</b>	
<b>REQUIRED MESSAGE</b>	All transfer instructions shall state: Funds are clean and clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary's Bank.

**THE ABOVE SPECIAL MESSAGE AND INSTRUCTION ARE TO BE SENT WITH EACH TRANSFER FOR EACH BENEFICIARY**

**EDT ( Electronic document transmissions )**

**EDT** (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-

- 1- Incorporate **U.S. Public Law 106-229**, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and
- 2- ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257, Geneva**, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
- 3- EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either Party may

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request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

**NOTARY PUBLIC**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.  
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY  
APPEARED ....., TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO  
EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME  
AS HIS FREE ACT AND DEED

**ALL COMMISSIONS EXPIRES: AFTER LAST DELIVERY AND PAYMENT HAS BEEN EXECUTED**

\_\_\_\_\_  
**NOTARY PUBLIC**

[SEAL]

**Bank Endorsement**

This irrevocable payment order has been lodged with us and will be executed as per instructions above.

\_\_\_\_\_  
**Bank Officer Name:**

**Title:**

**Pin Number:**

**Bank Name:**

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**Date:**  
**Seal:**