

MASTER FEE PROTECTION – NON-CIRCUMVENTION AND NON-DISCLOSURE & WORKING AGREEMENT

SELLER'S CODE:

BUYER'S CODE:

DATE : 00, 00th, 0000

PRODUCT :

QUANTITY :

CONTRACT :

DELIVERY : AS PER CONTRACT

PRICE : AS PER CONTRACT

COMMISSION: USD X, 00/MT – (American dollars per Metric Ton) to be split as follows:

USD 0,00/MT –

USD 0,00/MT –

USD 0,00/MT –

COMMISSION:

PAYMENT : WIRE TRANSFER AT SIGHT;

CONTRACT:

PAYMENT : Stand by L/C. The acceptable banking instrument should be issued and confirmed or guaranteed by a top 25 prime world bank acceptable to the Seller.

IT IS AGREED THAT THE SELLER....._SHALL PAY A FEE TO THE UNDERSIGNED PARTIES THE AMOUNT BEING **USD (AMERICAN DOLAR ONLY)** RESULTING FROM THIS TRANSACTION AS AGREED BETWEEN THE PARTIES.

THIS IRREVOCABLE FEE PROTECTION AGREEMENT IS VALID FOR ALL ROLLOVERS EXTENSIONS, RENEWALS AND/OR ADDITIONAL TRANSACTIONS BETWEEN THE SELLER, BUYER, THEIR SHAREHOLDERS, NOMINEES, SUCCESSORS, SUBSIDIARIES, AGENTS, REPRESENTATIVES AND/OR ASSIGNEES.

UNDERSIGNED DO HEREBY IRREVOCABLY GUARANTEE WITH FULL CORPORATE RESPONSIBILITY AND AUTHORITY UNDER PENALTY OF PERJURY TO PROVIDE FEE PROTECTION OF 100% (ONE HUNDRED PERCENT) IN US DOLLARS TO BE SPLIT AS LISTED BELOW OF TOTAL VALUE OF CASH, AS DESCRIBED ABOVE INCLUDING ALL ROLLS AND EXTENSIONS. THE SELLER XXXXXXXXXXXXXXXXXXXXXXXXXXXXWILL ISSUE AGAINST THE TERMS OF THIS POLICY STATEMENT AN IRREVOCABLE PAYMENT ORDER (IPO) WITHIN THREE (3) CLEAR BANKING DAYS FROM DATE OF ACTIVATION OF THE PAYMENT INSTRUMENT. THE AFOREMENTIONED FEES TO BE PAID TO THE FOLLOWING GROUPS.

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Non-Circumvention and Non-Disclosure & Working Agreement

Whereas, the Parties hereto set forth below wish to enter into this Agreement to establish a business relationship for the mutual benefit of all Parties named herein.

Whereas, each Party wishes to provide for the non-disclosure of said resources and for the non-circumvention of the intent of their business transactions;

Now therefore, the Parties agree to abide by the following terms and conditions set forth for that purpose;

This Non-Circumvention and Non-Disclosure is prepared in accordance with the legal standards and principles of the International Chamber of Commerce (I.C.C.) Paris, France, Rules & Regulations 400/500/600, which are recognized as the agency, have authority over matters of International Commerce.

In all cases, the contracting Parties herein shall settle any such dispute as may arise locally, upon mutual agreement, unless arbitration becomes necessary. By their execution of this Agreement, the Parties hereto submit themselves to the jurisdiction of USA.

1. Non-Circumvention

The Parties shall respect the integrity and tangible value of the contract/compensation structure and shall not in any manner whatsoever, attempt to circumvent the validity and integrity of the correct process, as initially defined and as initially acted upon. In any of the transactions, whether being entered into in the course of any attempted transactional process, any contract introduced by one Party to the other, shall be considered the property of the introducing party, without the specific authorization of the first Party to do so. Each of the Parties below accept and understand that any overt or covert action of circumvention of the respected process shall constitute a serious trespass of trust and legality and will be subject to judicial action, recompense and possible punitive damages, as so awarded by legal process.

The names, identities, bank coordinates and other identifying information of persons or entities that are a party to this transaction, contained herein or learned hereafter, shall be a Corporate Trade Secret that shall not be disseminated or circumvented other than as provided for herein, or as allowed under applicable law. Any unauthorized circumvention or disclosure of this transaction, parties to, or other material fact of, shall subject the violator to legal prosecution.

In as much as any document passed through the hands, or electronic equipment of any broker, intermediary or entity not signatory to this Agreement, and any material fact provided to any broker, intermediary or entity not signatory to this Agreement, allowed herein, or as required by applicable law, unless otherwise agreed upon, will immediately subject the violator to legal prosecution;

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It is further understood that where one Party contravenes the integrity of the mutual contract procedure, the contravening Party(ies) shall:

- A) Indemnify fully all commissions, fees, or money obtained by contravening Party, directly or indirectly to the Party, which has been violated.
- B) Indemnify and be liable for all legal fees for all Parties which may be incurred in the course of the adjudication of said violation; and
- C) Be subject to the possible punitive action as awarded by legal process.

2. Non-Disclosure

The Parties shall not disclose to any third parties (except their bankers), either directly or indirectly, the fact or nature of their respective professional and business association, or any transaction (or transactional information) in which the Parties are/were/or may be jointly involved, without the prior authority for the other Party and that all names, addresses, telephone numbers, telex/fax numbers, or any other medium of contact or the identity of such value to the respective Party which has expended time and money to develop its contact system; Under no circumstances, either during or after the tenure of the formal associations of the above Parties, shall any Party violate the integrity and legality of the contact system without first securing full written authority from the other Parties to do so; Any authority given must require continued fee protection as well as automatic receipt of copies of all future correspondence with the referred partners;

It is also understood that a signatory cannot be considered or adjudged to be in violation of the Agreement when the violation is involuntary due to situations beyond his/her/their control such as prior knowledge of possession of the privileged information or contact(s) without the intervention or assistance of one or more of the signatories; In the case of prior knowledge or possession of information regarding a specific source of borrowing, lending, or other business activities, re-introduction of said source or sources should adhere to the terms and conditions of this Agreement only for the specific transaction(s) proposed at the time of said reintroduction(s).

3. Time Validity

This agreement shall be valid for a minimum period of five (5) years from the date of the agreement, and for three (3) years after completion of each transaction or exchange of information whichever occurs later, with an additional three (3) years automatic roll-over/renewal at the close of each transaction or exchange of information, and thereafter at the end of any roll-over period, without the need for advisement, unless mutually agreed in writing to be terminated by all the "Parties", which termination can occur at any moment, and must be acknowledged by notice through certified mail, thereof, if notice is not given by all the "Parties" within ten (10) days after the beginning of a new roll-over period, it shall be construed that the agreement is in full force, and in effect between the "Parties" for another two (2) years;

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4. Legality

This Agreement shall be legally binding on the Parties hereto, their corporations, affiliated or otherwise, principals, employees, representatives, agents, assignees, heirs, successors and all others associated.

5. Arbitration

Every attempt shall be made to resolve disputes arising from intended or inadvertent violation of this Agreement, as possible. In the event that adjudication is required, local process shall be proceeded with, according to the principles of the I.C.C. as stated above. Where judicial resolution is not thereby achieved, this matter is to be settled by the I.C.C. itself, the decision of which all Parties shall consider to be final. A judgment upon award may be entered and enforced in any court of competent jurisdiction.

6. Fee Protection Agreements

This Primary Agreement defines the legal association of all Parties and also serves as a Fee Protection Agreement for commissions' fees, consulting fees, and/or equity position(s). It is agreed that any and all commissions, fees, consulting fees and/or equity position(s) resulting from the consummation for any further ventures, projects, properties, commodities, bank interest or services will be agreed through an addendum in writing in advance among the undersigned Parties on a deal-by-deal basis, unless otherwise stipulated and agreed upon by the undersigned Parties in writing; The monetary disbursement from the revenue of any one or continuing transaction will be classified; A Paymaster Trustee may be appointed at the request of any signatory hereto to administer the transfer and payment of proceeds here from;

The primary and any subsequent Fee Protection Agreement will be considered to be part of this legal Agreement by reference and shall be fully subject to the above defined terms and conditions. The Parties hereto shall use their best effort to assure that all contracts between their respective contacts shall include specific instructions that the Pay Order wherefrom shall be issued to any Trustee appointed herein, immediately following contract finalization, subject to agreed upon terms.

The Parties agree that each Fee Protection Agreement is irrevocable and is valid upon commencement and closing of each respective transaction identified by certain codes and will remain valid in the event that the code(s) are changed or substituted, or some terms and conditions of each Fee Protection Agreement are changed by anyone; Each Fee Protection Agreement shall be in force throughout the entire terms of each respective transaction including all renewals, extensions, rollovers, additions to each respective transaction or any new contract/agreement between the Parties' respective Contacts, as a corporate participant, or any affiliated entities, officers, employees, associates, assignees, transferees, and/or designees;

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7. The paying bank of this Irrevocable Pay Order Fee Protection Agreement will be the following:

SELLER'S BANK COORDINATES:

BANK NAME :
ADDRESS :
BRANCH # :
ACCOUNT NAME # :
SWIFT CODE :
BANK OFFICER :
TELEPHONE # :
TELEPHONE FAX # :
E – MAIL :

8. Payments made under this agreement shall be wire transferred to the following account without undue delay and to be free of legal impediment and any deductions, excluding routine banking delays and bank transfer fees, for this and all subsequent transactions.

9 BENEFICIARY COMMISSIONS:

The final sales price shall be made on the official rates as per the date of signing the contract and shall be the full entitlement as per the final amount shown in the official invoices and ICDLC. The Parties herein shall be paid immediately, as per the terms and conditions to the beneficiary's bank accounts as follows:

BENEFICIARY'S ACCOUNTS:

Beneficiários:

1. **AMOUNT** : USD 0, 00/ MT (American Dollar per Metric Ton)
Bank Name :
Bank Address :
Branch # :
Account # :
SWIFT Code :
Account Name :
Tel. # :

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2. **AMOUNT** : USD 0, 00/ MT (American Dollar per Metric Ton)
Bank Name :
Bank Address :
Branch # :
Account # :
SWIFT Code :
Account Name :
Tel. # :

3. **AMOUNT** : USD 0, 00/ MT (American Dollar per Metric Ton)
Bank Name :
Bank Address :
Branch # :
Account # :
SWIFT Code :
Account Name :
Tel. # :

4. **AMOUNT** : USD 0, 00/ MT (American Dollar per Metric Ton)
Bank Name :
Bank Address :
Branch # :
Account # :
SWIFT Code :
Account Name :
Tel. # :

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10. Signature of Facsimile Copies

This Agreement may be executed in counterparts with single and/or several signatories and also facsimile copies may serve as originals. Facsimile copies shall be as binding and legally enforceable as any full recourse commercial contract under the rules and regulations of the ICC.

Let it be known that each of the Parties have set their hand to this Non-Disclosure and Non-Circumvention Agreement, both personally and as representatives or associates of their various institutions, with full knowledge that each is liable for the remedies prescribed by the law for breach or default of the terms contained herein;

In witness thereof, the Parties have caused this Agreement to be signed and binding. All Parties hereby declare that they have read and understand this Agreement and that

They have full legal power and authority to request or provide services, financial instruments and/or moneys rendered under contract. It is also understood that all Parties (where applicable) are providing funds that are clean, free and clear.

SIGNATURES:

1. _____

Name:

Adress:

Document:

2. _____

Name:

Adress:

Document:

3. _____

Name:

Adress:

Document:

4. _____

Name:

Adress:

Document:

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I **Mr.....**acting as a duly authorized representative ofdo hereby declare that a commission of **USDO ,00/MT (American Dollars per Metric Ton)** sold under this contract shall be paid to the beneficiaries as outlined in this Master Fee Protection Agreement;

Seller Seal and Signatory

Authorized Signature: _____
Mr.

Date :
Passport # :
Country :

SAMPLE

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