



NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
ORDER OF PAYMENT OF THE BUYER AND BUYER'S BANK, A FAVOUR OF THE BENEFICIARIES OF THIS NCNDA/IMFPA OF THE BUYER'S SIDE
DATE: MONDAY, OCTOBER 09, 2023

Table with contract details including CONTRACT REF N°, SELLER'S CODE, BUYER'S CODE, ICPO NUMBER, TYPE OF PRODUCT & CONTRACT, PRICE, PRODUCT ORIGIN, QUANTITY PER MONTH, QUANTITY ANNUAL, CONTRACT PERIOD, DELIVERY, LOADING PORT, PAYMENT TERM, SELLER'S NAME, SELLER'S SIDE REPRESENTATIVE, BUYER'S NAME, BUYER'S SIDE REPRESENTATIVE, and CONTRACT RELEASED DATE.

Table with two columns: NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA) and IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA). Contains legal text regarding the agreement and payment terms.

Table with two columns for signatures: SELLER (signature & seal) and BUYER (signature & seal).



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programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media.

1.2 The intending parties disclose this information due to their desire to enter into a working business relationship to mutual benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organisations (herein after referred to as "**Affiliates**").

1.3 The intending parties shall in course normal business proceedings, disclose names of clients information considered confidential in terms of this agreement.

1.4 The documents will not be passed, under circumstance, to other individuals not end buyers or suppliers without prior written consent of party(s).

2. AGREEMENT NOT TO DEAL WITHOUT CONSENT.-

2.1 The Parties hereby legally, and irrevocably bind themselves into guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's interest or the interest or relationship between "**The Parties**" with procedures, seller, any buyers, brokers, facilitators, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, to change, increase or avoid directly or indirectly payments of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationships with manufacturers or technology owners with intermediaries entrepreneurs, legal counsel or initiate buy/sell relationship or transactional relationship that by-passes one of "**The Parties**" to one another in connection with any ongoing and future transaction or project.

2.2 Parties with access will not in any manner, solicit, nor accept any business in any manner from sources nor their Affiliates, without permission of parties nor make use of third party to circumvent.

3. AGREEMENT NOT TO DISCLOSE.-

3.1 Parties agree that Information is to be considered confidential and held in confidence, not used other than for the purposes of its business between Parties, and disclosed **only** to its officers, directors, or shareholders with a specific need to know.

3.2 Parties acknowledge responsibility for disclosure to selected persons as per

3.3 "**The Parties**" irrevocably agree that they shall 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, contract terms, product,

THE BUYER / SELLER SHALL PAY THE COMMISSIONS TO ALL BENEFICIARIES THAT HERE SHOWN IN THIS NCNDA / IMFPA.

The contract period to be a Contract or Spot Contract with possible Roll & Extensions, calculated on the face value of relevant documents submitted to the issuing bank and payable immediately upon the cash settlement of each transaction to the below stated beneficiary by money order via direct S.W.I.F.T. – wire transfer to the Beneficiaries banking accounts. We, the Buyer or our assigns, or designees irrevocably undertake to instruct the bank to issue the Pay-Order to all Beneficiaries below, in full, upon completion of each and every transaction on the same day that good, clean, clear funds become available and cash settlement is complete.

These amounts are to be paid in the currency of United States Dollars (USD) without undue delay regardless of any variation or condition, which may be agreed between the Principals. This Irrevocable Fee Protection Agreement will be executed simultaneously to the execution of

CONTRACT REF N°

SUPPLIER CODE: EF

BUYER CODE:

Fees will be transmitted out of the bank as named herein, free of all charges, liens, taxes or encumbrance of any kind except bank charges that effect the transfer of said funds to the below beneficiaries and/or assigns for

CONTRACT REF N°

SUPPLIER CODE:

BUYER CODE:

The beneficiaries will receive a net amount after bank and wire charges deducted. The Payee(s) is/are not liable for any taxes, legal fees, fines or deductions due to any and all legal governments or other agencies so required by law.

This document is unchangeable and irrevocable as to its content and constitutes a legal and binding contract for payment of the above said fees. This document may not be hypothecated without the express permission from the undersigned.

A facsimile copy of this agreement is considered to be and deemed as original, duly validated, legal, binding and enforceable with all Parties.

This Fee Protection Agreement is Irrevocable, Unconditional, Assignable and Divisible and follows the Rules and Regulations as set forth in the International Chamber of Commerce, ICC 2000 edition, rules of Conciliation and Arbitration.

The Sales Contract number or any Identification Codes, Banks, Fiduciaries or Trusts, shall always remain the same and shall not be changed including all renewals, extensions, rollovers and additions until this Transaction has been completed without the written consent of all Participants of this Fee Protection Agreement including the Beneficiaries

SELLER (signature & seal):

BUYER (signature & seal):



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prices, fees, financial agreement, schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representatives or mandated representatives and specifically individuals names, addresses, principals, or telex/fax/telephone numbers, references product or technology information and/or other information advised by one party(s) to be one another confidential or privileged specific written consent of the party(s).

4. AGREEMENT TO HONOR COMMISSIONS.-

4.1 Commissions, fees, compensation or remuneration to be paid as part of transaction covering *"The Parties"* to this agreement, shall be agreed upon by separate written agreement by *"The Parties"* concerned and shall be paid at the time such contract designated, concluded or monies changing hands between buyers and sellers, unless otherwise agreed among *"The Parties"*.

4.2 *"The Parties"* hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration, arrangements 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.

5. AGREEMENT TO INFORM.-

5.1 In specific deals where one of *"The Parties"* acting as an agent allows the buyers or buyers' mandates, and the seller or sellers' mandates to deal directly with one another, the agent shall be informed of the transactions by receiving copies of the correspondence made between the buyer or buyer's mandate and the seller, and by the seller or seller's mandate and the buyer.

5.2 Any e-mail communication between buyers or buyers' mandates, and the seller or sellers' mandates shall include in copy Party(s) introduced and/or who made possible their direct communication.

5.3 The buyer, the buyer's mandate, the buyer's representatives and Seller, Seller's mandate, and Seller's Representative shall communicate with each other at any time without any obligation whatsoever to inform anyone. With the exception of the buyer or its assignee, the buyer's mandate and or the buyer's representatives, all of the remaining parties to this Agreement expressly agree to appoint one of them, and only one of them, to interface with the Seller, Seller's mandate, and Seller's representatives. The one selected intermediary shall be responsible for communicating with the remaining intermediaries. The buyer, the buyer's mandate, the buyer's representatives and Seller, Seller's mandate, and Seller's Representative shall have no obligation or responsibility to communicate with

named below.

All Parties hereto agree not to circumvent any of the Parties in this Transaction, or any future Transactions, for a period of Five (5) Years from the date of the last transaction under the above-mentioned Transaction Code and shall apply to any following Transaction or New Agreement between the Parties. The Laws and Courts of Paris, London or United State of America, govern this Agreement.

The buyer realized, Gross pay the price, the product, the seller, this price includes both the NET price for the product, such as commission, which will have to be paid by the seller, in favor of the beneficiaries, buyer side, and the seller's side, by bank TT, transfer to 48H Gross total income received by the seller.

TOTAL COMMISSION SHALL BE PAID BY THE BUYER / SELLER TO ALL PARTIES AGAINST IMFPA AGREEMENT.

THE BUYER / SELLER SHALL PAY THE COMMISSIONS TO ALL BENEFICIARIES THAT HERE SHOWN IN THIS NCNDA / IMFPA.

AS FOLLOWS: The amount of Commission Between gross and net price of fuel delivered, but payment intervening groups of fees paid will be made to them by the seller, after the payment of all by the buyer, Should be Settled as HEREIN Stated to be transferred is into the account as follows, which includes all rolls and extensions as a contract condition:

Seller's Side corresponds: US\$ PER MT as a Contract condition (CLOSED):

- 1. Mr. US\$ Per MT per Month with rolls & extensions as MANDATE of the seller.**

Buyer's Side corresponds: US\$ PER MT as a Contract condition (CLOSED):

Distribution of the commissions, for the Beneficiaries of the Buyer's Side:

- 1. Mr. US\$ per MT per Month with rolls & extensions as MANDATE of the buyer.**

A tax effects of the beneficiaries of this NCNDA/IMFPA, referent to the commissions that they receive as commissioners in business relationships between the buyer and the Seller.

The Seller and the Buyer give under penalty of perjury, the clarification and relevant information for their banks, as for the central bank, and to the tax agency of their Country.

That Both buyer and seller, confirm and guarantee that the funds and the money, with the which was made this transaction, is legal, is clean and has no origin nor criminal, nor terrorist, nor of money laundering.

SELLER (signature & seal):

BUYER (signature & seal):

Empty box for SELLER signature & seal.

Empty box for BUYER signature & seal.



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anyone other than the one intermediary selected for that purpose.

6. TERM.-

6.1 This agreement shall be valid for five (5) years commencing from the date of this agreement.

6.2 This agreement has an option to renew for a further period of five (5) years subject to and upon the terms and conditions agreed between both parties.

6.3 This agreement shall apply to: All transactions originated during the term of this agreement; and All subsequent transactions that are follow up, repeat, extended or renegotiated transactions originated during the term of this agreement.

7. NOT FIDUCIARY AGREEMENT.-

This agreement in no way shall be construed as being an agreement of partnership and none of "The Parties" shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other.

8. SPECIFIC UNDERTAKING.-

Without detracting from the generality of this agreement, "The Parties" understand that the agreement holds particular relevance to concepts, methodologies and business strategies relating with specific reference to sourcing Commodities.

9. ENTITIES OWNED OR CONTROLLED.-

This agreement shall be binding upon all entities owned or controlled by a party, or in which the Party has an interest or shareholding and upon the principal(s), employee(s), assignee(s), family and heirs of each party.

10. BREACH OF AGREEMENT.-

10.1 This agreement is valid for all commodities and transactions between parties and the parties agree that any misuse of information supplied in terms of the business relationship, notwithstanding anything contained herein, or any indulgence or relaxation of any clause herein, shall entitle the claimant party to full legal recourse in terms of ICC regulations.

10.2 Under such terms, in the event of breach of agreement by any term violation, disclosure of circumvention, by any party, directly or indirectly, shall entitle Claiming Party to a legal monetary penalty equal to maximum service it should realize from such a transaction plus any and all expenses, not limited to all legal costs and expenses incurred to recover the lost revenue.

10.3 The Beneficiaries named as groups of the Buyer's side, of this NCNDA/IMFPA, are acting strictly as external

THE FUNDS AND THE MONEY, REFERENT TO THE COMMISSIONS OR REMUNERATION, THAT THEY RECEIVE THESE BENEFICIARIES, ARE OF ORIGIN CLEAN AND CLEAR.

We the undersigned herewith referred as the Buyer / Seller, under penalty of perjury do hereby irrevocably confirm and irrevocably accept to pay Seller / Buyer, with the intention of Seller's bank distributes to all Beneficiaries, at the same time and in a manner as the Seller is being paid for each and every transaction of this contract up to the completion of the contract plus rollovers and extensions and in accordance with the bank details to be specified in the hard copies of this contract.

We, the Buyer / Seller irrevocably confirm that we will order and direct our bank to endorse automatic payment orders to the all beneficiaries named below; furthermore, we, the Seller, confirm that all pay orders shall automatically transfer funds as directed into each beneficiaries designated bank account within 1 (one) day after the date of closing and completion of each and every shipment of the product during the contract term plus any/or extensions and rollover of the specified contract. For the purpose of clarity, we, the Seller, confirm that the closing and completion of each and every shipment shall be deemed to take place when the payment instrument issued by the buyer has been drawn down at the counters of the issuing bank.

We, the Buyer / Seller, agree to provide all beneficiaries with written evidence of the pay orders lodged with our bank together with acknowledgements of their acceptance. Furthermore, our bank shall be instructed to provide duly signed and stamped acknowledgement of this instruction as set out in the agreement. Forming part of this agreement, it is understood that for the purposes of this Master Fee Protection Agreement, our bank shall be the same bank and this IMFPA acts as an integral part of it.

We, the Buyer and the Seller, agree that the terms of Purchase and Sale of the Commodity shall be as per Contract between Buyer and Seller.

The Beneficiaries named as groups of the Buyer's side, of this NCNDA/IMFPA, are acting strictly as external Facilitators between the Buyer and the Seller, these Beneficiaries as external Facilitators shall have no legal liability nor administrative, nor court, whatsoever towards the Seller and/or Buyer (and their respective Agents, Facilitators or intermediaries, or lawyers) in the case that the buyer or the seller breached their agreements and contracts.

These Beneficiaries of the Buyer's Side as Facilitators and/or Intermediaries or their officers, partners, directors and employees shall not be liable under any theory of contract, nor legal liability, nor negligence, misrepresentation or other legal equitable theory for any loss of damage of any nature incurred by Buyer and/or

SELLER (signature & seal):

BUYER (signature & seal):



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Facilitators between the Buyer and the Seller, these Beneficiaries as external Facilitators shall have no legal liability nor administrative, nor court, whatsoever towards the Seller and/or Buyer (and their respective Agents, Facilitators or intermediaries, or lawyers) in the case that the buyer or the seller breached their agreements and contracts. All the legal responsibility, administrative, criminal, court, it is only and exclusively of the Buyer and of the seller, between them, and under their responsibilities regarding the contract signed and sealed between the buyer and the Seller, if either party breaches their agreement and their contract.

11. ARBITRATION.-

11.1 All disputes arising out of or in connection with the present contract shall be finally settled under the rules of arbitration of the "**International Chamber of Commerce (ICC)**" by one or more "**Arbitrators**" appointed in accordance with the said rules or absence such Arbitrators and Rules, the Arbitrators and rule of the courts, in New York, Hong Kong, London, Paris, and Madrid.

11.2 Every award shall be binding on "**The Parties**" and enforceable at law.

11.3 By submitting the dispute to arbitration under these rules, "**The Parties**" undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

11.4 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 designs 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 fair by "**The Arbitrator(s)**" for bank, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the named party, notwithstanding any other provisions of the award.

12. TRANSMISSION OF THIS AGREEMENT.-

The transmission of this agreement through telefax or e-mail shall be legal and binding.

13. FORCE MAJOR.-

A party shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of "**The Parties**".

Seller in the performance of the contract(s) between Buyer and Seller.

These Beneficiaries of the Buyer's Side as Facilitators and/or Intermediaries shall not be liable to Buyer nor their lawyers, nor shall be liable to Seller nor their lawyers and/or their respective Representative / Mandate/Agents for any special, incidental or consequential (indirect) or contingent damages such as but not limited to loss of profit, loss of opportunity, loss of business, etc.

All the legal responsibility, administrative, criminal, court, it is only and exclusively of the Buyer and of the seller, between them, and under their responsibilities regarding the contract signed and sealed between the buyer and the Seller, if either party breaches their agreement and their contract.

BOTH THE BUYER AND THE SELLER CONFIRMED THAT WOULD COMPLY AT ALL TIMES WITH THE SIGNED CONTRACT AND THE AGREED LEGAL RESPONSIBILITIES OF BOTH PARTIES.

We the undersigned being Buyer / Seller or the Buyers named legally authorized representative as stated within the signed and legally binding main transaction, contract unconditionally agree and undertake to approve and originate all payments in **USD currency** to all beneficiaries named below as their rightful and payable commissions. This agreement also acts as a record confirming the commission amounts for each named beneficiary as set out below:

TERM & CONDITIONS.-

This MASTER FEE PROTECTION AGREEMENT covers the initial contract and shall include any renewals, extensions, rollovers, additions or any new or transfer contract any how originated from this transaction because of the above agents, representatives, mandates, facilitators, intermediaries or changing codes of the initial contract entered into between the buyer and seller.

This master fee protection agreement and any subsequently issued pay orders shall be assignable, transferable and divisible and shall not be amended without the express written and notarized consent of the receiving beneficiary.

All parties agree neither to circumvent nor to attempt circumvent either for the transaction of this current contract or in the future for a period of five (5) years from the date of the execution of this fee protection agreement. This document binds all parties, their employees, associates, transferees and assignees or designees.

We the Buyer / Seller,

All faxed and/or e-mailed signatures shall be considered as original signatures for the purpose of binding all parties to this agreement. This document may be signed and in any number of counterparts all of which shall be taken together and shall constitute as being one and the same instrument.

SELLER (signature & seal):

BUYER (signature & seal):



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14. AGREEMENT NOT TO CIRCUMVENT.-

"The Parties" agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of "The parties" while excluding other or agree to benefit to any other party.

15. AGREE AND ATTESTED.-

15.1 Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as individual, corporate body or on behalf of a corporate body.

15.2 Digital signatures herein are considered to be made by binding signer or by any other duly authorized by binding signer as attested by written, even if authorization occurs by regular e-mail.

16. OTHER BUSINESS OF THE PARTIES TO THIS AGREEMENT.-

The Parties to this Agreement and their respective Affiliates may have interests in businesses other than this Agreement memorialized hereby. This Agreement shall not create the right to the income or proceeds derived from such other business interests (except as stated herein for rolls and extensions to this specific transaction), even if they are competitive with this Agreement except as stated herein, such business interests shall not be deemed wrongful or improper. The parties, their Principals and or their Affiliates have a continued Business relationship with Buyer, Affiliates or its Assignees and receive profits, income, or additional compensation thru separate Agreements and no other party to this Agreement shall not have the right to the income or proceeds derived from such Agreement including but not limited to any other Business dealings directly with the Buyer, Affiliates, or assignees shall not be part of the this or any Circumvention or Fee Agreements (NCNDA- IMFPA). If we The parties , confirm and give our full guarantee, in this NCNDA / IMFPA, under penalty of perjury, our faithful commitment, in all moment, with the beneficiaries buyer's side, to ensure in this document and to the knowledge of the seller, that both in this contract with its rolls & extensions, as in new commercial contracts carried out in the future between both parts, always recognize to the beneficiaries of the buyer side of this document, the commission stipulated here for the new Contracts and any new agreement to purchase the petroleum product and their derivate, in any purchase is made between both, for a minimum of five years and a maximum of ten years. Always mindful of that the commission corresponding here agreed for the Beneficiaries of the buyer's Side, which is

Any party may enter into this document and the agreement constituted thereby by signing any counterpart any time, date or period mentioned in any provision of this document shall only be amended by agreement in writing and signed off by all parties concerned.

Furthermore, we agree that any and all commissions due shall be paid to the beneficiary as a result of any extension or rolls of the contract and that we shall effect all necessary documentation with our bank without any undue delays to ensure such commissions and paid within the terms of the agreement.

We the buyer, confirm under penalty of perjury, our faithful commitment to beneficiaries buyer's side, to ensure in this document and to the knowledge of the seller, that both in this contract with its rolls & extensions, as in new commercial contracts carried out in the future between them, always recognize to the beneficiaries of the buyer side of this document, the commission stipulated here for the new SPA and any new agreement to purchase the product or new products, with this seller in any purchase is made between both, for a minimum of five years and a maximum of ten years.

PARTIAL INVALIDITY.-

The illegality, invalidity and non-enforceable provision of this document under the laws of any jurisdiction shall not affect its illegality, validity or enforceability under the law of any other jurisdiction or provision.

GOVERNING LAW AND JURISDICTION.-

This document shall be governed and construed in accordance with current English or **I.C.C 400/500/600** signed between partners NCNDA laws.

ARBITRATION.-

All parties agree to refer any disputes between the parties arising out of or in connection with this agreement including any questions regarding its existence, validity or termination to arbitration rules of the international arbitration centre (I.A.C). The appointed arbitrator shall hold the proceedings in of the courts, in New York, Hong Kong, London, Paris, and Madrid or per agreement by the parties and the rules of the IAC shall apply.

THIS DOCUMENT IS SIGNED AND ACCEPTED BY PARTIES NAMED BELOW AS TO BE INCLUDED IN THE MAIN CONTRACT.

ACCEPTED & AGREED BY BUYER, SELLER AND BENEFICIARIES AS LISTED IN EACH BENEFICARY BOX.

BUYER NAME:
PRESIDENT COMPANY:
TITLE:
NACIONALITY:
PASSPORT:
DATE:

SELLER (signature & seal):

BUYER (signature & seal):



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included on the difference between the Gross and Net, always is distributed and is paid by the Seller to the beneficiaries of both sides.

This NCNDA / IMFPA, is valid and legal, always that the Buyer and Seller close their agreements and the Contract successfully between both.

If the buyer and the seller have not successfully closed the negotiations, THIS NCNDA / IMPFA are considered null and void.

17. AGREED AND ACCEPTED.-

Notwithstanding anything herein to the contrary, this agreement shall only govern the single transaction contemplated hereby as the same may be modified and shall not extend to future transactions between any of the parties hereto or other transactions with sources or their affiliates, which sources were made available through this agreement unless such transaction is a continuation of the specific transaction contemplated hereby. Where any provisions of this Agreement conflicts with any stated in paragraphs 16, and 17, the provisions in these paragraphs, will be controlling without exception. The Buyer and/or its assigns reserve the right to terminate this agreement for any reason without penalty or obligation. If this Agreement is not executed by all parties including direct seller and Buyer this transaction is NULL and VOID.

The next space is blank, without further additions in the NCNDA.

SELLER'S:
NAME:
TITLE:
NACIONALITY:
PASSPORT:
DATE:
SIGNATURE AND SEAL:

SELLER SIDE GROUP No. 1
NAME:
NACIONALITY:
PASSPORT:
DATE: **10/9/2023**
SIGNATURE:

INTERMEDIARIE GROUP No. 2
NAME: Mr.
NACIONALITY:
PASSPORT:
DATE: 0

SIGNATURE:

FACILITATOR BUYER GROUP No. 3
NAME: Mr.
NACIONALITY:
PASSPORT:
DATE:
SIGNATURE:

SELLER (signature & seal):	BUYER (signature & seal):
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Form for SELLER details including fields for NAME, DESIGNATION, COMPANY NAME, ADDRESS, TEL, MOBILE, FAX, EMAIL ADDRESS, SKYPE ID, PASSPORT No, NATIONALITY, and TODAY'S DATE. Includes a section for BANK DETAILS.

Form for BUYER details including fields for NAME, DESIGNATION, COMPANY NAME, ADDRESS, TEL, Company Registration Certificate, Business Registration Certificate, EMAIL ADDRESS, SKYPE ID, PASSPORT No, NATIONALITY, and TODAY'S DATE. Includes a section for BANK DETAILS and a signature/seal area.

Signature and seal lines for SELLER and BUYER.



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TOTAL COMMISSION SHALL BE PAID BY: The Buyer / Seller Pay Commission to all Parties against IMFPA agreement AS FOLLOWS :

The amount of delivered refinery should be settled as herein stated to be transferred into the account as follows: PRICE:USD MT/USD MT - GROSS / NET.

THE BUYER / SELLER SHALL PAY THE COMMISSIONS TO ALL BENEFICIARIES THAT HERE SHOWN IN THIS NCNDA / IMFPA.

TOTAL COMMISSIONS: \$.... USD PER MT WITH POSSIBLE R&E UNITED STATES DOLLARS.

Seller Side

US\$: x USD per MT with possible rolls and extensions

TOTAL with possible rolls and extensions:

US\$: USD x MT x 12 Months

TOTAL ANNUAL AMOUNT OF CONTRACT

US\$: USD x MT WITH ROLLS & EXTENSIONS

To split to seller's side as follows :

TOTAL COMMISSION: US\$: x USD per MT with possible rolls and extensions.

BENEFICIARY SELLER SIDE: Seller Side

TOTAL:

US\$: x USD x MT x 12 Months

TOTAL ANNUAL AMOUNT OF CONTRACT

US\$: x USD x MT WITH ROLLS & EXTENSIONS

Buyer Side

US\$: x USD with possible rolls and extensions.

TOTAL with possible rolls and extensions:

US\$: x USD x MT x 12 Months

TOTAL ANNUAL AMOUNT OF CONTRACT

US\$: x USD x MT WITH ROLLS & EXTENSIONS

To split to buyer's side as follows :

INTERMEDIARY Group 1°:

TOTAL COMMISSION US\$: x

.... USD with possible rolls and extensions.

BENEFICIARY BUYER SIDE (GROUP 2):

Mr.

TOTAL:

US\$: USD x MT x 12 Months

TOTAL ANNUAL AMOUNT OF CONTRACT

US\$: USD x MT WITH ROLLS & EXTENSIONS

FACILITATOR OF THE BUYER OR MANDATE BUYER, Group 2°:

TOTAL COMMISSION US\$:

.... USD per MT with possible rolls and extensions

BENEFICIARY BUYER SIDE (GROUP 3):

Mr.....

TOTAL:

US\$: USD x MT x 12 Months

TOTAL ANNUAL AMOUNT OF CONTRACT

US\$: USD x MT WITH ROLLS & EXTENSIONS

SELLER (signature & seal):

BUYER (signature & seal):



NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
ORDER OF PAYMENT OF THE BUYER AND BUYER'S BANK, A FAVOUR OF THE BENEFICIARIES OF THIS NCNDA/IMFPA OF THE BUYER'S SIDE
DATE: MONDAY, OCTOBER 09, 2023

BENEFICIARIES SELLER SIDE (CLOSED)

ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARY

Form with multiple sections: NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA); IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA); SELLER SIDE - GROUP 1; CERTIFIED - TOTAL COMMISSION; NAME, DESIGNATION, COMPANY NAME, ADDRESS, TEL, MOBILE, EMAIL ADDRESS, SKIPE, PASSPORT No, TODAY'S DATE; SPECIAL WIRE INSTRUCTIONS; REQUIRED MESSAGE; SIGNATURE & COPY PASSPORT.

SELLER (signature & seal): BUYER (signature & seal):



NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
ORDER OF PAYMENT OF THE BUYER AND BUYER'S BANK, A FAVOUR OF THE BENEFICIARIES OF THIS NCNDA/IMFPA OF THE BUYER'S SIDE
DATE: **MONDAY, OCTOBER 09, 2023**

BENEFICIARIES BUYER SIDE (CLOSED)

ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARY

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)		IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
BUYER SIDE / INTERMEDIARY - GROUP 1 CERTIFIED – TOTAL COMMISSION US\$: USD x MT x 12 Months TOTAL ANNUAL AMOUNT OF CONTRACT US\$: USD x MT WITH ROLLS & EXTENSIONS			
NAME:		ACCEPTED BY US WITH BELOW BANK DETAILS OUR BANK WILL BE USED AS PAYING BANK	
DESIGNATION:		COMMISSION SIZE (WITH ROLLS+EXT):	US\$: USD x MT x 12 Months TOTAL ANNUAL AMOUNT OF CONTRACT US\$: USD x MT WITH ROLLS & EXTENSIONS
COMPANY NAME:		BENEFICIARY NAME:	
ADDRESS:		BANK NAME:	
NACIONALITY:		BANK ADDRESS:	
PASSPORT №:		ACCOUNT NAME:	
MOBIL:		ACCOUNT №:	
EMAIL ADDRESS:		BIC/SWIFT CODE:	
FAX:		IBAN	
TODAY'S DATE:		BANK TEL:	
		BANK FAX:	
		PAYMASTER:	
SPECIAL WIRE INSTRUCTIONS: PREADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER & EMAIL a notification immediately upon each tranche transfer payment together with the transactions code/s to:@.....			
REQUIRED MESSAGE: 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".			
SIGNATURE & COPY PASSPORT			

SELLER (signature & seal):	BUYER (signature & seal):



NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
ORDER OF PAYMENT OF THE BUYER AND BUYER'S BANK, A FAVOUR OF THE BENEFICIARIES OF THIS NCNDA/IMFPA OF THE BUYER'S SIDE
DATE: **MONDAY, OCTOBER 09, 2023**

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)		IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
BUYER SIDE / FACILITATOR BUYER OR MANDATE BUYER- GROUP 2			
CERTIFIED – TOTAL COMMISSION US\$: USD x MT x 12 Months TOTAL ANNUAL AMOUNT OF CONTRACT US\$: USD x MT WITH ROLLS & EXTENSIONS			
NAME:		ACCEPTED BY US WITH BELOW BANK DETAILS OUR BANK WILL BE USED AS PAYING BANK	
DESIGNATION:		COMMISSION SIZE (WITH ROLLS+EXT):	US\$: USD x MT x 12 Months TOTAL ANNUAL AMOUNT OF CONTRACT US\$: USD x MT WITH ROLLS & EXTENSIONS
COMPANY NAME:			
ADDRESS:		BENEFICIARY NAME:	
NACIONALITY:		BANK NAME:	
		BANK ADDRESS:	
PASSPORT №:		ACCOUNT NAME:	
MOBIL:		ACCOUNT №:	
EMAIL ADDRESS:		BIC/SWIFT CODE:	
FAX:		IBAN	
TODAY'S DATE:		BANK TEL:	
		BANK FAX:	
		PAYMASTER:	
SPECIAL WIRE INSTRUCTIONS: PREADVISE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER & EMAIL a notification immediately upon each tranche transfer payment together with the transactions code/s to: @			
REQUIRED MESSAGE: ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY'S BANK".			
SIGNATURE & COPY PASSPORT			

SELLER (signature & seal):	BUYER (signature & seal):



NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
ORDER OF PAYMENT OF THE BUYER AND BUYER'S BANK, A FAVOUR OF THE BENEFICIARIES OF THIS NCNDA/IMFPA OF THE BUYER'S SIDE
DATE: **MONDAY, OCTOBER 09, 2023**

"Accepted and Agreed without change (Electronic signature is valid and accepted as hand signature)"

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

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

Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)

2. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).

EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may 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

CLARIFICATION ON THE NOTARIZE THIS NCNDA/IMFPA.

This NCNDA / IMFPA, is a legal agreement of commissions, with 14 pages, and binding with the contract, or MOU, signed by the buyer and the Seller.

This NCNDA / IMFPA, is a legal agreement of commissions and binding with the contract signed by the buyer and the Seller.

TOTAL COMMISSION SHALL BE PAID BY THE BUYER TO ALL PARTIES AGAINST IMFPA AGREEMENT. TO THE BENEFICIARIES

THE BUYER SHALL PAY THE COMMISSIONS TO ALL BENEFICIARIES, THAT HERE SHOWN IN THIS NCNDA / IMFPA.

In case of request by the part of the Beneficiaries of this NCNDA/IMFPA to the buyer, by reasons administrative, financial or banking, or for reasons of presentation front to tax authorities of the country of the beneficiaries, this NCNDA/IMFPA shall be notarized by part the Buyer.

NOTARY PUBLIC [TO BE ADVISED]

ON THIS DATE OF:, 2017

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED THE FOLLOWING:
TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.
MY COMMISSION EXPIRES:

NOTARY PUBLIC SIGNATURE
OFFICER NAME:
TITLE:
NOTARY PUBLIC NAME:
ADDRESS:
TEL:
TODAY'S DATE:
[SEAL]

SELLER (signature & seal):	BUYER (signature & seal):
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NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
ORDER OF PAYMENT OF THE BUYER AND BUYER'S BANK, A FAVOUR OF THE BENEFICIARIES OF THIS NCNDA/IMFPA OF THE BUYER'S SIDE
DATE: **MONDAY, OCTOBER 09, 2023**

BANK ENDORSEMENT [TO BE ADVISED]

ALL PAYMENT ENTIRELY SHALL BE EXPRESSED IN USD/EURO CURRENCY BY WIRE TRANSFER AND/OR ELECTRONIC LEDGER.

PAYMENT BY MT103 OR WIRE TRANSFER OF USD \$ _____ (_____ MILLION) USA \$ OF TOTAL VALUE PLUS PAYMENT BY (TT) FOR EVERY BANK HAS TO BE A TOP 50 BANK

THIS IS TO CERTIFY THAT THE ABOVE IRREVOCABLE PAYMENT ORDER HAS BEEN LODGED WITH THE ORIGIN COUNTRY OF THE ISSUER AND WILL BE EXECUCED IN ACCORDANCE WITH THE INSTRUCTIONS STIPULATED IN THIS DOCUMENT.

SIGNATORIES	1	2
BANK OFFICER		
BANK OFFICE		
TITLE		
TELEPHONE		
EMAIL		
PIN NUMBER		
BANK NAME		
BANK ADRESS		
BANK TEL.		
SWIFT / ABA		
IBAN		
TODAY'S DATE		
SEAL AND SIGN		

END OF DOCUMENT

SELLER (signature & seal):	BUYER (signature & seal):