



International Chamber of Commerce

The world business organisation

INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400/500/600)
NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA) ALLREADY SIGNED
DATED XXXXXXXX
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

CONTRACT NO.	
COMMODITY	
ORIGIN	
CONTRACT QTY	
CONTRACT PERIOD,	
PRICE	
SELLER'S NAME	
REPRESENTED BY	
BUYER'S NAME	
REPRESENTED BY	

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA) ROLLOVER FOR 12 MONTH TO MAKE REMITTANCE TO ALL BENIFICERIES AUTOMATICALLY HIS COMMISSION EVERY MONTH

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
	<p>We the undersigned Seller herewith referred as the , under penalty of perjury do hereby irrevocably confirm and irrevocably accept to pay all intermediaries and fee holders 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.</p> <p>We, the Seller, irrevocably confirm that we will order and direct our bank to endorse automatic payment orders to the 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 confirm that the closing and completion of each and every shipment shall be deemed to take place when the letter of credit issued by the buyer has been drawn down at the counters of the issuing bank.</p> <p>We, Seller, agrees 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 annex. 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.</p> <p>We the undersigned being Seller or the seller 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:-</p> <p>TOTAL COMMISSION SHALL BE PAID BY THE BUYER AS FOLLOWS:-</p> <p>The amount of delivered goods should be settled as herein stated to be transferred into the account as follows:</p> <p>This master fee protection agreement (IMFPA) is exclusively for the Contract No. REF. P-BD56KVEN between the above mentioned Buyer and Seller and for any reason, if the contract didn't execute, this agreement will be null and void and Seller will not be responsible for any commission and penalty to any one.</p>

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA) & NCNDA

Page 1 of 12

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 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.

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 & in any number of counterparts all of which shall be taken together and shall constitute as being one & the same instrument.

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.

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 & construed in accordance with current English or **I.C.C 400/500/600** signed between partners NCND 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 any country chosen 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 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).
3. 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.

**IRREVOCABLE MASTER FEE PROTECTION
AGREEMENT (IMFPA)**

SELLER BANKER DETAILS FOR REMITTANCE TO BELOW PAYOUT

NAME :		ACCEPTED BY US WITH BELOW BANK DETAILS	
Passport # :		Beneficiary's Name :	
Nationality :		Account Name :	
Company Name :		Account # :	
Designation :		Bank Name :	
Address :		Bank Address :	
Telephone # :		Swift Code :	
Fax # :		IBAN # :	
Mobile # :		Bank Officer :	
Email Address :		Bank Telephone # :	
Web Address :		Bank Fax # :	
Today's Date :		All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: xxxx@xxx.com for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank.	
SIGNATURE & SEAL	<p>SELLER BANKER'S ENDORSED AND SEAL AND SIGNE</p> <p><u>ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARIES ABOVE</u></p>		

		IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
BUYER & SELLER'S FACILITATORS			
COMMODITY		TOTAL QTY	TOTAL COMMISSION for 12 months
COMMISSION		AMOUNT PER MONTH	ROLL OVER CONTRACT EVERY MONTH TO BE PAID US\$
NAME:			
Passport # :		Beneficiary's Name :	
Nationality :		Account Name :	
Company Name :		Account # :	
Designation :		Bank Name :	
Address :		Bank Address :	
Telephone # :		Swift Code :	
Fax # :		CORRESPONDENCE BANK NAME	
Mobile # :		Swift Code:	
Email Address :		Further Credit and Account No.	
Today's Date :		Instruction	<p>All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to: For legal verification and documentation pursuant to Patriot Act /Banking regulations with One Original Contract Copy to be filed with Bank. 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."</p>
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NAME:			
Passport # :		Beneficiary's Name :	
Nationality :		Account Name :	
Company Name :		Account # :	
Designation :		Bank Name :	
Address :		Bank Address :	
Telephone # :		Swift Code :	
Fax # :		CORRESPONDANCE BANK NAME	
Mobile # :		Swift Code:	
Email Address :		Further Credit and Account No.	
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BUYER'S FACILITATOR			
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COMMISSION		AMOUNT PER MONTH US\$	ROLL OVER CONTRACT EVERY MONTH TO BE PAID US\$
NAME:			
Passport # :		Beneficiary's Name :	
Nationality :		Account Name :	
Company Name :		Account # :	
Designation :		Bank Name :	
Address :		Bank Address :	
Telephone # :		Swift Code :	
Fax # :		CORRESPONDANCE BANK NAME	
Mobile # :		Swift Code:	
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NAME:		Beneficiary's Name:	
Passport # :		Account Name :	
Nationality :		Account # :	
Company Name :		Bank Name :	
Designation :		Bank Address :	
Address :		Correspondence Bank:	
Telephone # :		SWIFT	
Mobile # :		Account #	
Email Address :		ABA #	
		Beneficiary Bank	
		SWIFT CODE	
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SELLER's AGENT			
COMMODITY		TOTAL QTY:	TOTAL COMMISSION for 12 months
COMMISSION		AMOUNT PER MONTH US\$	ROLL OVER CONTRACT EVERY MONTH TO BE PAID US\$
NAME:			
Passport # :			
Nationality :			
Company Name :			
Designation :			
Address :			
Telephone # :			
Fax # :			
Mobile # :			
Email Address :			
Today's Date :		Instruction	<p>All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to:xxxxx for legal verification and documentation pursuant to Patriot Act /Banking regulations with One Original Contract Copy to be filed with Bank.</p> <p>ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDSARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN ANDARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY'S BANK."</p>
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NOTARY PUBLIC

ON THIS DATE OF:

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

BANK ENDORSEMENT

THIS IS TO CERTIFY THAT THE ABOVE IRREVOCABLE PAYMENT ORDER HAS BEEN LODGED WITH US
AND WILL BE EXECUTED IN ACCORDANCE WITH THE INSTRUCTIONS STIPULATED IN THIS DOCUMENT.
AND PAYMENT TO ALL ABOVE AGENT AND FACILIATORS REMITTANCE DIRECTLY.

1st BANK OFFICER SIGNATURE

BANK OFFICE NAME:

TITLE:
PIN NUMBER:
BANK NAME:
BANK ADDRESS:
BANK TEL:
TODAY'S DATE:
[SEAL]

2nd BANK OFFICER SIGNATURE

BANK OFFICE NAME:
TITLE:
PIN NUMBER:
BANK NAME:
BANK ADDRESS:
BANK TEL:
TODAY'S DATE:
[SEAL]

END OF DOCUMENT