

(Sellers Company Head letter)

IRREVOCABLE FEE PROTECTION AND PAY ORDER AGREEMENT

This agreement is an additional irrevocable pay order agreement to the below-mentioned transaction:

DATE ISSUE: 00/00/2022

TRANSACTION / CONTRACT NUMBER #: SPA:

PRODUCT:

QUANTITY::

TOTAL CONTRACT VALUE USD 000.000.000.-

TOTAL COMMISSION: 0 (XXX) USD /MT

SELLER: _____

BUYER: _____

PAYMASTER COMPANY: (Sellers Company)

I, the undersigned, an authorized signatory for (Sellers Company), hereby irrevocably and unconditionally confirm our payments to the participating beneficiary who is listed hereafter and subject to receipt of the respective fee payment orders.

This order of payment is irrevocably confirmed and payable upon the closing of each and every transaction, without any protest, delays, and/or deductions (other than bank wire transfer fees and routine banking delays) to the hereafter designated Beneficiary.

Furthermore, each designated Beneficiary will irrevocably pay all his/her intermediaries without any protest, delays, and/or deductions (other than bank wire transfer fees and routine banking delays). In every transaction, the fees have to be divided among the people covered by the hereafter designated Beneficiary. Each person/payee must give his full bank coordinates. Commissions will be immediately paid by SWIFT Wire Transfer to the hereafter designated payees' bank accounts from the seller's Paymaster after the consummation of the deal. All the bank expenses from the designated Paymaster will be paid by the covered payees. These expenses must not exceed the usual international expenses. Hence; the **Paymaster** agrees to place this Irrevocable Fee Protection Agreement in full force with his bank for the purpose of payment to the herein mentioned beneficiary:

BENEFICIARY

DESCRIPTION	BENEFICIARY
Beneficiary	
Passport No.	
Phone	
Email	
Address	
Commission / Fee *	
Bank Name	
Bank Address	
BIC /SWIFT Code	
Account Name	
Account IBAN No.	
Clearing /CB	
Phone	
Bank Officer	

* Commission / Fee is a fixed amount per Metric Ton (MT) for delivered and withdrawn from DLC. The Beneficiary will submit his Invoice to Paymaster Bank by e-mail, for each payment.

NOTE: THE BENEFICIARIES SHALL HAVE THE ABSOLUTE RIGHT TO AMEND OR ALTER HIS RECEIVING BANK AT ANY TIME THROUGHOUT THE DURATION OF THE CONTRACT BY GIVING NOTE IN WRITING TO THE PAYEE OF HIS REQUIREMENT TO CHANGE RECEIVING BANK.

Paymaster's Banking Coordinates:

DESCRIPTION	PAYMASTER
Paymaster's Name	
Signatory	
Title	
Phone	
Email	
Bank Name	
Bank Address	
SWIFT Code	
Account No.	
Phone	
Bank Officer	
E-mail:	

All parties involved in this transaction herewith irrevocably agree that the above-named intermediary 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. This agreement is an irrevocable commitment by the undersigned to remit to the payee listed above to the Bank coordinates showing, the amount of commissions as described herein. All rules and regulations of I.C.C 400/500/600 regarding confidentiality, Non-Circumvention, and Non-Disclosure apply to all parties of the agreement, and said rules and regulations shall remain in full force for a period of five (5) years from the date of this agreement with extension to be agreed upon I.C.C rules and regulations shall govern this agreement. All entitlements under this payment order shall include the entire transaction named herein and extensions, rollovers, or negotiated transactions leading to new contracts by and between Buyer/Buyer Mandate and Seller/Seller Mandate.

The undersigned does hereby irrevocably guarantee with full corporate authority and responsibility and under penalty of perjury, to provide fee protection for the total sales amount of the contracted volume, payable in United States Dollars (US Dollar).

The PAYMASTER will pay the commissions on the date of the payment of the Letter Of Credit by direct Bank transfer.

A need for a change of Beneficiary (ies) and/or Beneficiary (ies) banking coordinates may arise from time to time. In such instances, the undersigned agrees to conform to all demands for new banking instructions as soon as such demands are formulated and verified by the Beneficiary (ies) in writing.

It is mutually understood that each party in this agreement agrees to keep confidential the described Coded Transaction and is not to disclose the Transaction Code and Transaction Description, Buyer, or Owner/Seller, or the names of any banks or other institutions party to the specific transaction. It is likewise understood, that the PAYMASTER, expressly reserves the right to deal with any bank, depository, public or private, that they have in the past, or decide to pursue transactions with in the future, including those institutions that may be used in completing this transaction, regardless of this transaction. The OWNER, SELLER, or SELLERS MANDATE shall have no claim against any dealings whatsoever whether outside this agreement by the BUYER.

This document constitutes a guaranteed, irrevocable, unconditional, and not retractable payment order issued to the beneficiaries named herein, given with full corporate responsibility, by which I hereby instruct my bank as specified herein, to simultaneously pay, without any protest and/or delay, upon the closing of each and every transaction, until the transactions under the above-entered codes are totally completed, the compensation to the beneficiaries; bank accounts, as stipulated herein.

This Irrevocable Fee Protection Agreement shall remain unchanged until the transaction(s) under the said Contract & this Fee Protection Agreement has been completed and terminated. The Seller expressly agrees to immediately execute such additional documents as may be necessary or required to effectuate the intention contain herein.

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 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.

For and on Behalf of Paymaster	
Company Name	
Signatory	
Title	
Phone	
Registration #:	
Email	
Address	
Passport No:	
Signature & Seal	

For and on Behalf of Beneficiary	
Company Name	
Signatory	
Title	
Phone	
Fax	
Email	
Address	
Passport No:	
Signature & Seal	

AGREEMENT TO TERMS

A. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an Executed contract. Agreement **enforceable and admissible** for all purposes as may be necessary under the terms of the Agreement.

B All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature 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

IN WITNESS WHEREOF, the undersigned has executed this agreement on this day of

Date: 12/06/2022

Beneficiary:

Paymaster

Mr/Ms.

Mr/Ms.

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.

ALL OTHER CONDITIONS AS PER INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400/500/600) NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA) IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

BANK ENDORSEMENT

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

1st Bank Officer
Name:
Title:
Pin Number:
Bank Name:

2nd Bank Officer
Name:
Title:
Pin Number:
Bank Name:

Seal:

Seal

Date: 00/00/2022

Date: 00/00/2022

END OF DOCUMENT