

REGISTERED ADDRESS

INTRAGEN CAPITAL LTD, OFFICE 1002,
182-184 HIGH STREET NORTH,
EAST HAM, LONDON - E6 2JA. UK

CONTACT DETAILS

EMAIL: info@intragencapital.com
WHATSAPP: +44 - 7441428875
WEBSITE: www.intragencapital.com

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT

SELLER		BUYER	
Name		Name of Buyer	
Passport Number		Passport Number	
Company Name		Company Name	
Company Reg. No.		Company Reg. No	
Designation		Designation	
Address		Address	
Telephone		Telephone	
Cell Phone		Cell Phone	
Email Address		Email Address	
Sign & Seal		Sign & Seal	

SELLER'S MANDATE		BUYERS' MANDATE	
Name		Name	
Passport Number		Passport Number	
Issue At		Issue At	
Company Name		Company Name	
Company Reg. No.		Company Reg. No.	
Address		Address	
Telephone		Telephone	
Fax.		Fax.	
Cell Phone		Cell Phone	
Email Address		Email Address	
BUYER INTERMEDIARIES		BUYER INTERMEDIARIES	
Name		Name	
Passport Number		Passport Number	
Company Name		Company Name	
Address		Address	
Telephone		Telephone	
Cell Phone		Cell Phone	
Email Address		Email Address	

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INVESTMENTS

CONSULTANCY

DUE DILIGENCE

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ELECTRONIC SIGNATURE IS VALID AND ACCEPTED AS A HANDWRITTEN SIGNATURE
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 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.

REF. NO.	
ICPO REF. NO.	
FCO REF. NO.	
CONTRACT NO.	
COMMODITY	
ORIGIN	
CONTRACT QTY	
CONTRACT PERIOD	
TERM	
DESTINATION	
SELLER'S COMPANY NAME	
REPRESENTED BY	
BUYER'S COMPANY NAME	
REPRESENTED BY	

We, the undersigned herewith referred as the **Buyer**, 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.

We, the Buyer, irrevocably confirm that we will order and direct our bank to endorse automatic payment orders to the beneficiaries named below; furthermore, we, the **Buyer**, confirm that all pay orders shall automatically transfer funds as directed into each beneficiary designated bank account **within 1 (one) banking 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 payment is made by the Buyer to the Seller.

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We, the Buyer, 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 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 MFPA acts as an integral part of it. In the event we, the Buyer, fail to lodge this MFPA with our bank, or in the event we or our bank fail to pay the Beneficiaries as required by this MFPA, any of the Beneficiaries may lodge this MFPA with Buyer's bank or any replacement bank Buyer may elect to use in a transaction with Seller.

We, the Buyer, agree that the terms of Purchase and Sale of the Commodity shall be in addition to the Contract between **xxxxxxxxxxxxxxxx** and **XXXXXXXXXXXX (AS BUYER)**. Beneficiaries named below are acting strictly as our Agents and or Mandates and shall have no liability whatsoever towards the Seller and/or Buyer (and their respective Agents or intermediaries) on account of default under the contract by Seller and/or Buyer. Agents / Mandates and or Intermediaries shall have no liability whatsoever towards the Seller and/or Buyer (and their respective Agents or intermediaries) on account of default under the contract by Seller and/or Buyer. Agents / Mandates and or Intermediaries or their officers, partners, directors and employees shall not be liable under any theory of contract, strict liability, negligence, misrepresentation or other legal equitable theory for any loss of damage of any nature incurred by Buyer and/or Seller and their respective Mandate/Agents or intermediaries in the performance of the contract(s) between Buyer and Seller. Agents / Mandates and or Intermediaries shall not be liable to Buyer and/or Seller and their respective Mandate/Agents or intermediaries 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.

We the undersigned being the **Buyer** 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:

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TOTAL COMMISSION SHALL BE AS FOLLOWS:

The amount of **02%** delivered should be settled as herein stated to be transferred into the account as follows:

Seller side 0.50% (Close)
Buyer side 1.50% (Open)

- **BUYER MANDATE: % (open)**
- **BUYER INTERMEDIARY: % (open)**
- **BUYER INTERMEDIARY: % (open)**

TERM & CONDITIONS

This master fee protection agreement covers the referenced initial contract and shall include any renewals, extensions, rollovers, or additions thereof.

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 to circumvent the payments of the fees specified herein either for this contract or any rollovers, renewals or extensions thereof at any time. 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 and in any number of counterparts all of which shall be taken together and shall constitute as being one and 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.

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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.

DETAILS OF BUYER

Company Name	
Represented by	
Designation	
Passport No	
Nationality	
Signature & Seal	
Bank Name	
Bank Address	
Account No.	
Account Name	
Swift	
Bank Officer	
Bank Telephone /Fax	
Special Wiring Instructions	

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BUYER'S REPRESENTATIVE- MANDATE: Total Commission share from Buyer Side % for each Tranche including all rolls and extensions.

Beneficiary Name/ Address	
Represented By	
Title	
Passport Number	
Nationality	
Sign / Seal / Date	
Bank Name	
Bank Address	
Account No.-	
IBAN N°	
Account Name	
SWIFT	
Bank Officer	
Special wire instructions	:

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BUYER'S INTERMEDIARY: Total Commission share from Buyer Side % for each Tranche including all rolls and extensions.

Beneficiary Name/ Address	
Represented By	
Title	
Passport Number	
Nationality	
Sign / Seal / Date	
Bank Name	
Bank Address	
Account No.-	
IBAN N°	
Account Name	
SWIFT	
Bank Officer	
Special wire instructions	:

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SELLER FACILITATOR: Total Commission share from Buyer Side % for each Tranche including all rolls and extensions.

Beneficiary Name/ Address	
Represented By	
Title	
Passport Number	
Nationality	
Sign / Seal / Date	
Bank Name	
Bank Address	
Account No.-	
IBAN N°	
Account Name	
SWIFT	
Bank Officer	
Special wire instructions	:

ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARY

Note: It's hereby agreed to by all parties that there shall be no direct contact, phone calls or Emails by any beneficiary parties from the Buyer's/ Seller's associates, to

either Seller's or Buyer's bank contacts without direct specific approval by the Buyer or Seller and penalty is, **Subject to commission being forfeited.**

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Bank Charges:

ALL BANK CHARGES AND WIRE FEES WILL BE BORNE BY ALL ACCOUNT BENEFICIARIES

ACCEPTANCE BY THE SELLER/SELLER'S MANDATE, LEGAL REPRESENTATIVE.

In doing so the Seller declares, agrees to the terms and agreements stated here in these documents:

Seller Authorized Legal Associate Mandate Signature:

Seller Print Name:

Passport number:

Business Phone:

E-mail:

Date:

NOTARY PUBLIC

ON THIS ___ DAY OF _____ 20__

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED xxxxxxxxxx,
Buyer/Buyers mandate (**As per Addendum - Color Copy**) 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

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

[SEAL]

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ACCEPTANCE BY THE BUYER/BUYER'S MANDATE, LEGAL REPRESENTATIVE.

In doing so the Buyer declares, agrees to the terms and agreements stated here in these documents:

Buyer, Authorized Signature:
Buyer, Print Name:
Company:
Passport number:
Business Phone:
E-mail:
Date:

Buyer's Bank Acknowledgment

This irrevocable payment order has been lodged and witness as per their agreed transaction as to the commissions and agreements stated in the signed MFPA, by the Buyers and Seller above.

No documents relative to this transaction will be lodged with the Buyer's Bank until such time as the terms and conditions of the CONTRACT issued by to SELLER.

..... BUYER _____ ",are completed.

Witnessed by the Buyers Bank Officer

Name:
Title:
Bank Name:
Address:
Seal:
Date:

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