

Mandate Code:
USD P'S CODE:
EUR-P'S CODE:

**INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400 / 500 / 600)
NON-CIRCUMVENTION, NON DISCLOSURE & WORKING AGREEMENT**

WHEREAS the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.

WHEREAS the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

1. TERMS AND CONDITIONS

- A. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source.
- B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source.
- C. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected.
- D. That they will not disclose **names, addresses, e-mail address, telephone and tele-fax or telex numbers** to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other party.
- E. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the parties to this agreement, unless written permission has been obtained from the other party (ies) to do so. For the sale of this agreement, it does not matter whether information obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.
- F. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- G. All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.
- I. This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in **All Commonwealth Country's, European Union**

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Country's, USA Courts, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of states will apply.

J. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for **five (5) years from last date of signing**.

2. 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.

3. ACCEPTED AND AGREED WITHOUT CHANGE

Electronic signature is valid and accepted as hand signature

Printed Name : Company : ME MERCHANTS Designation : CEO Address : LEVEL 41, EMIRATES TOWERS, SHIEKH ZAYED ROAD, DUBAI, UAE, PO BOX 31303 E-mail : Passport No.: Date & Time : Sign / Seal	Printed Name : Company : Designation: Address : E-mail : Passport No. : Date & Time : Sign / Seal :
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Printed Name : Company : Company Designation : Address E-mail : Passport No.: Date & Time : Sign / Seal :	Printed Name : Company Designation : Address : E-mail : Passport No.: Date & Time : Sign / Seal
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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.

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Irrevocable Master Fee Protection Agreement

CONTRACT NO	
COMMODITY	
ORIGIN	
CONTRACT QTY	
CONTRACT PERIOD	
TERM	
EURO PROVIDER REPRESENTED BY	
US DOLLAR PROVIDER 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 beneficiaries designated bank account on completion of each and every shipment 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.**

We, the Buyer, 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 MFPA acts as an integral part of it.

We, the Buyer, agree that the terms of Purchase and Sale of the Commodity shall be as per Contract between **INSERT COMPANY NAME** (As Buyer) and **INSERT COMPANY NAME** (As seller). Beneficiaries named below under Seller side beneficiary and Buyer side beneficiary are respectively acting strictly as their Agents / Mandates and or Intermediaries. 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

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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 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:-

TOTAL COMMISSION SHALL BE PAID BY THE EURO PROVIDER AS FOLLOWS:-

The amount of **X% (XXXXX)** of the total value of the **INSERT COMMODITY** delivered should be settled as herein stated to be transferred into the account as follows:

- **Seller side: XX% (XXXXX percent).**
- **Buyer's side: XX% (XXXXX percent).**

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 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.

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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 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 & Agreed by Buyer and Beneficiaries named below:-

PAYMASTER'S BANKING COORDINATES:

PARTICULAR'S	Buyer
Company Name / Address	
Represented by	
Title	
Passport No	
Nationality	
Signature	
Date / Seal	
Bank Name	
Bank Address	
Account No.	
Account Name	
SWIFT	
Bank Officer	
Bank Telephone /Fax	

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SELLER SIDE BENEFICIARY # 1
TOTAL COMMISSION FOR SELLER SIDE: X% (XXXXX PER CENT)

SELLER GROUP 1.0 # Total Amount X% (XXXXXXXXX PER CENT)

Beneficiary Name/ Address	
Represented By	
Title	
Passport Number	
Nationality	
Sign / Seal / Date	
Bank Name	
Bank Address	
Account No.	
Account Name	
SWIFT	
Bank Officer	
Bank Telephone	
Bank Fax	

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BUYERS SIDE BENEFICIARY # 1
TOTAL COMMISSION FOR SELLER SIDE: X% (XXXXXX PER CENT)

BUYERS GROUP 1.0 # Total Amount X% (XXXXXXXXX PER CENT)

Beneficiary Name/ Address	
Represented By	
Title	
Passport Number	
Nationality	
Sign / Seal / Date	
Bank Name	
Bank Address	
Account No.	
Account Name	
SWIFT	
Bank Officer	
Bank Telephone / Fax	

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SELLER OR BUYER'S GROUP 1.0 # Total Amount X% (XXXXXXXXX PER CENT)

Beneficiary Name/ Address	
Represented By	
Title	
Passport Number	
Nationality	
Sign / Seal / Date	
Bank Name	
Bank Address	
Account No.	
Account Name	
SWIFT	
Bank Officer	
Bank Telephone	
Bank Fax	

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: ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARY NOTARY PUBLIC

ON THIS XXXX day of XXXX 2007.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED **MR XXXXX**
HOLDING PASSPORT NUMBER _____ PRESIDENT OF
_____, 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

NOTARY PUBLIC

[SEAL]

Bank Endorsement

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

Bank Officer Name:

Title:

Pin Number:

Bank Name:

Seal:

Date: XXXXXXX 2007