

IMFPA

Irrevocable Master Fee Protection Agreement

IMFPA Date: __-__-__

“Considered as an integral part of the contract between Paymaster and Buyer below named “

SELLER'S NAME

REPRESENTED BY:

BUYERS' NAME :

REPRESENTED BY:

COMMODITY :

CONTRACT QTY :

CONTRACT CODE :

TERM :

FINAL BUY PRICE ACCEPTED BY THE BUYER :

TOTAL FEE :

Whereas the total fee, to ____ usd USD per Metric Ton (MT) delivered by the Paymaster to beneficiary . We, the Paymaster, pay, in US dollars, through out a partial transfer of ____ usd USD per metric ton of the letters of credit received by one other Buyer. Beneficiary is: . We, the Paymaster, irrevocably confirm that we will order to our bank the partial transfer of letter of credit to endorse payment orders to the Facilitators named below; furthermore, we, the Paymaster, confirm that all pay orders shall automatically transfer funds as directed into each Facilitator designated bank account . 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 undersigned being Buyer or the Buyer's 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 the beneficiary named below as their rightful and payable commissions. This agreement also acts as a record confirming the commission amounts for total 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 intermediaries or changing codes of the initial contract entered into between the buyer and Paymaster. 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 stipulation 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. Payment orders are to be considered valid, even if any of the codes are changed by the Banks, Seller or Buyer at any point in the transaction even though it is not the intention of the parties to change the codes. This agreement applies to any and all extensions, rollovers, and/or increases of/in this transaction. ICC rule 100 and all its latest versions apply to this transaction. This document binds all parties, their Employees, Associates, Transferees, Assignees, throughout the life of the above transaction, transaction code, contract agreement and its rolls and extension. In the event that any Facilitator – Beneficiary will die during the period of this agreement, the agreed sum payable shall be the continuing liability of the Beneficiary's Heirs. The Parties herein agree to be bound by the NON-CIRCUMVENTION AND NON DISCLOSURE (NCND) rules of the International Chamber of Commerce (ICC) Paris, France, and the latest version shall apply to this transaction for a period of five (5) years from the date of stipulation of this agreement by the undersigned, his/her assigns, agents and/or heirs.

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.

Acceptance by all Parties:

- PAYMASTER NAME:

SKYPE:

TITLE:

PASSPORT NO:

DNI:

NATIONALITY:

PHONE:

MOBILE:

E-MAIL:

BANK NAME:

Nº CUENTA:

Signature

BENEFICIARY

Company Name

Represented by

Title

Passport No

Address

Nationality

Date / Seal Mobile

E-Mail

Bank

Name Bank

Address

Account

Name

Account No.

SWIFT Bank

Officer Bank

Telephone Bank

Fax Bank

E-Mail

Signature

EXEMPLO