



International Chamber of Commerce

The world business organisation

INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400/500/600)

<http://www.iccwbo.org/>

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

Fill in correct information area below

CONTRACT CODE :	
SELLER'S TRANSACTION CODE :	
BUYER'S CODE :	
PRODUCT:	
PRODUCT ORIGIN :	
CONTRACT QUANTITY :	
CONTRACT PERIOD :	
PAYMENT TERM :	
SELLER'S NAME :	
SELLER'S SIDE REPRESENTATIVE	
BUYER'S NAME :	
BUYER'S SIDE REPRESENTATIVE	
CONTRACT RELEASED DATE :	

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING
AGREEMENT (NCNDA)

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

- 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 and,
- 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, and,
- 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.
- That they will not disclose **names, addresses, e-mail**

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT
(IMFPA)

We the undersigned 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.

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 invoiced payment for the delivered 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 payment has been received at the Seller's bank for issued invoice due on delivered product and has cleared at the counters of the Buyer's issuing bank.

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.

We the undersigned being SELLER or the Seller named legally

address, telephone and tele-fax or telex numbers to any contacts by either Party to third parties and that they each recognize such contacts 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 and

- 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
- F. 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.
- G. 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.
- H. 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 USA Courts**, in the event of dispute, the A.A.A. arbitration laws of USA 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.

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 commission fees. This Agreement also acts as a record confirming the commission fee amounts for each 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 **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 commission fees 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 commission fees 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 USA law 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 American Arbitration Association (A.A.A.). The appointed arbitrator shall hold the proceedings in the United States Of America in an agreed location by the Parties and the rules of the A.A.A. 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.

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NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

 **SELLER -**

NAME :	
DESIGNATION :	
COMPANY NAME :	
ADDRESS :	
MOBILE	
EMAIL ADDRESS :	
PASSPORT NO :	
NATIONALITY :	
BENEFICIARY NAME :	
BANK NAME :	
BANK ADDRESS :	
ACCOUNT NO :	
SWIFT CODE :	
BANK OFFICER :	
BANK TELEPHONE :	
ROUTING NUMBER	
ACCEPTED & AGREED	
Today's Date :	Signature/Seal

SELLER SIDE COMMISSION-

These fees apply to the long term delivery commitment to be signed with and to any other purchase that may arise.

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IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

SELLER GROUP 1- USD \$

SELLER FACILITATOR GROUP 1- BUYER SIDE COMMISSION	
NAME :	
DESIGNATION :	
COMPANY NAME :	
ADDRESS :	
TELEPHONE :	
MOBILE	
FAX :	
EMAIL ADDRESS :	
PAY MASTER FOR	
PAN NO :	
NATIONALITY :	
BENEFICIARY NAME :	
BANK NAME :	
BANK ADDRESS :	
ACCOUNT NO :	
SWIFT CODE :	
BANK OFFICER :	
BANK TELEPHONE :	
BANK FAX :	
COMMISSIONS	
ACCEPTED & AGREED	
Today's Date :	Signature/Seal

Special Wire Instruction

PREADVISE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER & EMAIL a notification immediately upon each tranche transfer payment together with the transactions code/s to: e-mail: XXXXXXXXXX Required Message: ALL TRANSFER INSTRUCTIONS SHALL STATE: "Immediate credit – same day value / instant cash upon receipt; Required Message: Remitter is known to us. This is done with full banking responsibility and we are satisfied as to the source of the funds sent us." "Funds are clean and Clear, of non-criminal origin and are payable in cash immediately upon receipt by beneficiary bank."

ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARY

CP TO RECEIVE USD \$xxx/MMBTU

Beneficiary Name/ Address	
Represented By	
Title	
Passport Number	
Nationality	
Bank Name	
Bank Address	
Account No.	
Routing Number	
Account Name	
ABA / SWIFT	
Bank Officer	
Bank Telephone /Fax	
Bank E-M address	
SPECIAL INSTRUCTIONS	
SIGNATURE SEAL DATE	

ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARIES ABOVE

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]