

**Irrevocable Master Fee Protection Agreement  
(IMFPA)**

**According to the laws of United States of America**

**International Chamber of Commerce (ICC)**

<b>Date:</b>	
<b>Buyer's Code</b>	
<b>Seller's Code</b>	
<b>Contract Number</b>	
<b>Contract Date</b>	
<b>Contract Duration</b>	
<b>Product</b>	
<b>Delivery</b>	
<b>Price (USD)</b>	
<b>Total Commission (USD)</b>	
<b>Payment Method</b>	<b>PAYABLE AUTOMATICALLY, UPON RECEIPT OF FULL INVOICE VALUE PAYMENT AND PAID THE TOTAL VALUE OF EACH SHIPMENT IN THE SELLER'S ACCOUNT BY BUYER AND ACCEPTED BY THE SELLER'S BANK, FOR EACH AND EVERY SHIPMENT, BY SWIFT WIRE TRANSFER.</b>

**1. Commission Distribution:**

<b>No.</b>	<b>Company Name</b>	<b>Amount (USD)</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		
<b>6</b>		

Whereas we (Seller Name and Address) with full legal and corporate responsibility, do hereby Irrevocably guarantee to pay a fee to the undersigned parties the amount being Commission Amount USD resulting from this transaction as agreed between the parties.

This irrevocable fee protection agreement is valid for all rollovers extensions, renewals and/or additional transactions between the seller, buyer, their shareholders, nominees, successors, subsidiaries, agents, representatives and/or assignees.

Let it be known that each of the Parties have signed a NCND (Non-Circumvention & Non-Disclosure) representing themselves and/or associates of their various institutions, with full knowledge that each is liable for the remedies prescribed by the law for breach or default of the terms contained therein.

Undersigned do hereby irrevocably guarantee with full corporate responsibility and authority under penalty of perjury to provide fee protection of 100% (one hundred percent) in USD to be split as listed below of total value of cash, as described above including all rolls and extensions. The Seller (Seller Name) will issue

listed as beneficiaries in this contract.

## **2. Legality:**

**This Agreement shall be legally binding on the Parties hereto, their corporations, affiliated or otherwise, principals, employees, representatives, agents, assignees, heirs, successors and all others associated.**

## **3. Time Validity:**

**This Agreement shall be valid for a minimum period of five (5) years from the date of the agreement, and for three (3) years after completion of each transaction or exchange of information whichever occurs later, with an additional three (3) years automatic roll-over/renewal at the close of each transaction or exchange of information, and thereafter at the end of any roll-over period, without the need for advisement, unless mutually agreed in writing to be terminated by all the “Parties”, which termination can occur at any moment, and must be acknowledged by notice through certified mail, thereof, if notice is not given by all the “Parties” within ten (10) days after the beginning of a new roll-over period, it shall be construed that the agreement is in full force, and in effect between the “Parties” for another two (2) years.**

## **4. Arbitration:**

**Every attempt shall be made to resolve disputes arising from intended or inadvertent violation of this Agreement, as possible. In the event that adjudication is required, local process shall be proceeded with, according to the principles of the I.C.C. as stated above. Where judicial resolution is not thereby achieved, this matter is to be settled by the I.C.C. itself, the decision of which all Parties shall consider to be final. A judgment upon award may be entered and enforced in any court of competent jurisdiction.**

## **5. Fee Protection Agreement:**

**This Primary Agreement defines the legal association of all Parties and also serves as a Fee Protection Agreement for commission’s fees, consulting fees, and/or equity position(s). It is agreed that any and all commissions, fees, consulting fees and/or equity position(s) resulting from the consummation for any further ventures, projects, properties, commodities, bank interest or services will be agreed through an addendum in writing in advance among the undersigned Parties on a deal-by-deal basis, unless otherwise stipulated and agreed upon by the undersigned Parties in writing; The monetary disbursement from the revenue of any one or continuing transaction will be classified. A Paymaster Trustee may be appointed at the request of any signatory hereto to administer the transfer and payment of proceeds here from.**

**The primary and any subsequent Fee Protection Agreement will be considered to be part of this legal Agreement by reference and shall be fully subject to the above defined terms and conditions. The Parties hereto shall use their best effort to assure that all contracts between their respective contacts shall include specific instructions that the Pay Order wherefrom shall be issued to any Trustee appointed herein, immediately following contract finalization, subject to agreed upon terms.**

**The Parties agree that each Fee Protection Agreement is irrevocable and is valid upon commencement and closing of each respective transaction identified by certain codes and will remain valid in the event that the code(s) are changed or substituted, or some terms and conditions of each Fee Protection Agreement are changed by anyone. Each Fee Protection Agreement shall be in force throughout the entire terms of each respective transaction including all renewals, extensions, rollovers, additions to each respective transaction or any new contract/agreement between the Parties’ respective Contacts, as a corporate participant, or any affiliated entities, officers, employees, associates, assignees, transferees, and/or designees.**

**6. Seller's Bank Coordinates:**

<b>Name</b>	
<b>Address</b>	
<b>Branch Number</b>	
<b>Account Number</b>	
<b>Account Name</b>	
<b>Swift Code</b>	
<b>Bank Officer</b>	
<b>Bank Tel:</b>	
<b>Bank Fax</b>	
<b>E-Mail</b>	

**7. Payment Instructions:**

The final sales price shall be made on the official rates as per the date of signing the contract and shall be the full entitlement as per the final amount shown in the official invoices and ICDLC. Payments made under this agreement shall be immediately wire transferred as per the terms and conditions to the following beneficiary's accounts without undue delay and to be in good, clean, and clear United States Dollars free from any liens, or local taxes and without restrictions, protest, legal impediment and any deductions, excluding routine banking delays and bank transfer fees, for this and all subsequent transactions.

**8. Beneficiary's Accounts:**

<b>Company Name</b>	
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Branch Number</b>	
<b>Account Number</b>	
<b>Account Name</b>	
<b>Swift Code</b>	
<b>Bank Tel:</b>	
<b>Amount (USD)</b>	

<b>Company Name</b>	
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Branch Number</b>	
<b>Account Number</b>	
<b>Account Name</b>	
<b>Swift Code</b>	

<b>Bank Tel:</b>	
<b>Amount (USD)</b>	

<b>Company Name</b>	
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Branch Number</b>	
<b>Account Number</b>	
<b>Account Name</b>	
<b>Swift Code</b>	
<b>Bank Tel:</b>	
<b>Amount (USD)</b>	

<b>Company Name</b>	
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Branch Number</b>	
<b>Account Number</b>	
<b>Account Name</b>	
<b>Swift Code</b>	
<b>Bank Tel:</b>	
<b>Amount (USD)</b>	

<b>Company Name</b>	
<b>Bank Name</b>	
<b>Bank Address</b>	
<b>Branch Number</b>	
<b>Account Number</b>	
<b>Account Name</b>	
<b>Swift Code</b>	
<b>Bank Tel:</b>	
<b>Amount (USD)</b>	

**9. Signature of Facsimile Copies:**

**This Agreement may be executed in counterparts with single and/or several signatories and also facsimile copies may serve as originals. Facsimile copies shall be as binding and legally enforceable as any full recourse commercial contract under the rules and regulations of the ICC.**

**In witness thereof, the parties have caused this agreement to be signed and binding. All Parties hereby declare that they have read and understand this Agreement and that they have full legal power and authority to request or provide services, financial instruments and/or moneys rendered under contract.**

**Signatures & Stamps:**

**1 Date:**

<b>Legal Representative Name &amp; Title</b>	
<b>Company Name</b>	
<b>Address</b>	

**2. Date:**

<b>Legal Representative Name &amp; Title</b>	
<b>Company Name</b>	
<b>Address</b>	

**3. Date:**

<b>Legal Representative Name &amp; Title</b>	
<b>Company Name</b>	
<b>Address</b>	

**4. Date:**

<b>Legal Representative Name &amp; Title</b>	
<b>Company Name</b>	
<b>Address</b>	

**5. Date: January**

<b>Legal Representative Name &amp; Title</b>	
<b>Company Name</b>	
<b>Address</b>	

