NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT

SELLER NAME: Seller

BUYER NAME: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

CONTRACT NUMBER:

This document applies to this, and any future spot or contract purchases that may take place between the respective Buyer and Seller named.
The associated Mandates, Buyers, Agents, Intermediaries, others referred to herein are to be compensated for those current and future transactions in accordance with the principles set forth in this 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 and,

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, and,

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 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 Commonwealth Country's, European Union 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 for the present and future transactions of oil products
.

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.

C. The present agreement is valid only if the Deal is successfully.

D. The sale of the product is under the sole responsibility of the end seller.

E. The payment of the product is under the sole responsibility of the end buyer from a clean source of money.

F. The due diligence of the POP documents and Documents for the Title Ownership Transfer is under the sole responsibility of the end buyer.

3. ACCEPTED AND AGREED WITHOUT CHANGE

BUYER:

Name :

Signed on:

Company Name:

Address:

Signatory's Full Name:

Signatory's Position:

Passport Number:

Citizenship:

Telephone No.:

Phone Fax No.:

Mobile No.:

E-Mail:

Nationality:

Sign / Seal :

BUYER **MANDATE :**

Name :

Signed on:

Company Name:

Address:

Signatory's Full Name:

Signatory's Position:

Passport Number:

Citizenship:

Telephone No.:

Phone Fax No.:

Mobile No.:

E-Mail:

Nationality:

Sign / Seal :

INTERMEDIARY

Name :

Signed on:

Company Name:

Address:

Signatory's Full Name:

Signatory's Position:

Passport Number:

Citizenship:

Telephone No.:

Phone Fax No.:

Mobile No.:

E-Mail:

Nationality:

Sign / Seal :

INTERMEDIARY

Name :

Signed on:

Company Name:

Address:

Signatory's Full Name:

Signatory's Position:

Passport Number:

Citizenship:

Telephone No.:

Phone Fax No.:

Mobile No.:

E-Mail:

Nationality:

Sign / Seal :

INTERMEDIARY

Name :

Signed on:

Company Name:

Address:

Signatory's Full Name:

Signatory's Position:

Passport Number:

Citizenship:

Telephone No.:

Phone Fax No.:

Mobile No.:

E-Mail:

Nationality:

Sign / Seal :

INTERMEDIARY

Name :

Signed on:

Company Name:

Address:

Signatory's Full Name:

Signatory's Position:

Passport Number:

Citizenship:

Telephone No.:

Phone Fax No.:

Mobile No.:

E-Mail:

Nationality:

Sign / Seal :

SELLER FACILITATORS

Name :

Passport: upon r

Nationality:

Designation:

Company:

Address:

Tel:

Fax:

Mobile :

e-mail:

Sign / Seal / Date :

SELLER DIRECT

Name :

Signed on:

Company Name:

Address:

Signatory's Full Name:

Signatory's Position:

Passport Number:

Citizenship:

Telephone No.:

Phone Fax No.:

Mobile No.:

E-Mail:

Nationality:

Sign / Seal :

SELLER MANDATE

Printed Name:

Company :

Address :

Cell Phone:

E-mail :

Passport No.:

Web Site:

Designation :

Date & Time:

Sign / Seal :

SELLER

Name :

Signed on:

Company Name:

Address:

Signatory's Full Name:

Signatory's Position:

Passport Number:

Citizenship:

Telephone No.:

Phone Fax No.:

Mobile No.:

E-Mail:

Nationality:

Sign / Seal :

EDT (Electronic document transmissions)

EDT (Electronic docu

1- Incorporate

2- ELECTRONIC C

3- EDT documents

Irrevocable Master Fee Protection Agreement

SELLER'S NAME

REPRESENTED BY

BUYER'S NAME

REPRESENTED BY

CONTRACT Nº:

ALLOCATION Nº:

After swift Guarantee MT799

COMMODITY

ORIGIN

RUSSIAN, OR AS SELLER´S OPTION

CONTRACT PERIOD

TERM

AVAILABLE IN TANKS

CONTRACT QTY

CONTRACT PRICE:

SPECIALCONSULTANTS FEES

PERFORMANCE BOND

As per contract

PROCEDURE:

Procedures

CLOSING PROCEDURES

1. Buyer swift Bank Guarantee (BG)/Standby Letter of Credit (SBLC or SLC) /Letter Payment Gu
2. Seller provides partial POP with 2% PB
3. Buyer provides MT 760
4. Full POP
5. Shipment
6. Payment through Revolving Documentary Letter of Credit(RDLC) ICC 600 swift MT720/ Docu
7. Buyer's payment will be done after each shipment

Shipment with BG/SBLC [Swift] & payment for product with TT/ RDLC/ DLC [Swift]

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, confirms 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 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 the letter of credit issued by the buyer has been drawn down at the counters of the issuing bank.

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.

We, the BUYER, agrees that the terms of Purchase and Sale of the Commodity shall be as per Contract between

_____ (As Seller) and **BUYER NAME** (As Buyer). Beneficiary named below under The Buyer side beneficiary are acting strictly as our
Agents and or Mandates
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 towards the Seller and/or Buyer (and their respective Agents or intermediaries) on account of default under the contract by Seller and/or Buyer. M/s.
Agents / Mandates and or Intermediaries
or their officers, partners, directors and employees shall not be liable under any theory of contract, strict liability, 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, 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 AS FOLLOWS: ($ .00)

The amount of USD **$ .00 per Metric Ton** / **Shipment** / **Month** delivered should be settled as herein stated to be transferred into the account as the Beneficiaries described and named 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 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 three (3) 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.

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 the Buyer and Beneficiaries named below

PARTICULAR'S

Buyer

Company Name / Address

Represented by

Title

Passport No

Nationality

Signature

Date / Seal

Bank Name

Bank Address

Account No.

Account Name

SWIFT

ABA #

Bank Officer

Bank Telephone /Fax

TOTAL COMMISSION FOR SELLER SIDE: $ .00 USD/MT

SELLER SIDE = TOTAL AMOUNT $ 0.00 USD per MT by (00k MT Monthly x 12 Months

Total Commission $00,000.00 per month x 12 months Plus Rolls & Extensions

Beneficiary Name / Address

Represented by

Title

Passport Number

Nationality

COMMISSION

Signature /Seal / Date

Bank Name

Bank Address

Account No.

Account Name

IBAN #

SWIFT /BIC CODE:

Bank Officer

Bank Telephone /Fax

Special Instructions

All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transferscript

TOTAL COMMISSION FOR BUYER SIDE: $ 0.00 USD/MT

BUYER MANDATE = TOTAL AMOUNT $ 0.00 USD per MT by (00k MT Monthly x 12 Months

Total Commission $00,000.00 per month x 12 months Plus Rolls & Extensions

Beneficiary Name / Address

Represented by

Title

Passport Number

Nationality

COMMISSION

Signature /Seal / Date

Bank Name

Bank Address

Account No.

Account Name

IBAN #

SWIFT /BIC CODE:

Bank Officer

Bank Telephone /Fax

Special Instructions

All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer Slip

xxxxx@gmail.com

SELLER FACILITATOR = TOTAL AMOUNT $ 0.00 USD per MT by (00k MT Monthly x 12 Months

Total Commission $00,000.00 per month x 12 months Plus Rolls & Extensions

Beneficiaries

Represented by Paymaster

Passport No

Nationality

Signature & Seal

Bank Name

Bank Address

Account No.

Account Name

SWIFT / ABA No.

Bank Officer

Bank Tel / Cell / Fax

Special Instructions

All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer Fica

xxxxx@gmail.com

BUYER FACILITATOR = TOTAL AMOUNT $ 0.00 USD per MT by (00k MT Monthly x 12 Months

Total Commission $00,000.00 per month x 12 months Plus Rolls & Extensions

Beneficiary Name / Address

Represented by

Title

Passport Number

Nationality

COMMISSION

Signature /Seal / Date

Bank Name

Bank Address

Account No.

Account Name

IBAN #

SWIFT /BIC CODE:

Bank Officer

Bank Telephone /Fax

Special Instructions

All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer Slip

NOTARY PUBLIC

ON THIS XXth DAY OF _____ **2009 .**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ _____ **HOLDING PASSPORT NUMBER PRESIDENT DIRECTOR 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

MY COMMISSION EXPIRES: