

SELLER CONTRACT:  
BUYER CODE:  
PRICE: \$XX/\$XX  
DATE: 2012

## Irrevocable Master Fee Protection Agreement

CONTRACT NO	
COMMODITY	
ORIGIN	
CONTRACT QTY	
CONTRACT PERIOD	
TERM (Price)	
SELLER'S NAME	
REPRESENTED BY	<b>MV METAL PROFI</b>
BUYER'S NAME	
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 **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**, agree that the terms of Purchase and Sale of the Commodity shall be as per Contract between (As Seller) and (As Buyer). Beneficiary named below under Seller side beneficiary and 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 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. 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, 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 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 SELLER AS FOLLOWS:

The amount of **USD \$XX.00 per MT. xxxxxx MT PER MONTH X 12 MONTHS with possible Rolls & Extensions of (PRODUCT)** delivered should be settled as herein stated to be transferred into the account as follows:

- **BUYER SIDE: USD \$XX.00 per MT, xxxxxx PER MONTH X 12 MONTHS**

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**BUYERS SIDE SPLIT OF COMMISSION AS FOLLOWS**

- 1) (\$X.XX per MT BUYER INTERMEDIARY GROUP)
- 2) (\$X. XX per MT BUYER INTERMEDIARY GROUP))
- 3) (\$X.XX XX per MT BUYER INTERMEDIARY GROUP)

- **SELLER SIDE: USD \$XX.00 per MT, xxxxxx PER MONTH X 12 MONTHS**

**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.

**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 Beneficiary's named below:**

<b>PARTICULAR'S</b>	<b>END BUYER</b>
<b>Company Name</b>	
<b>Company Address</b>	
<b>Represented by</b>	
<b>Title</b>	
<b>Telephone</b>	
<b>Mobile</b>	
<b>Passport No</b>	
<b>Nationality</b>	

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Signature	
Bank Name	
Bank Address	
Account Name	
Account No.	
SWIFT Code	
Bank Officer	
E-Mail	
Phone	
Fax	

**# SELLER SIDE BENEFICIARY #**

**TOTAL COMMISSION FOR SELLER SIDE: \$X.XX x XXX PER MONTH X 12 MONTHS with possible Rolls & Extensions (CLOSED)**

**SELLER MANDATE, Shall receive USD \$X.XX x XXX BLS/MT = \$XXX.00 Total Amount**

Beneficiary Name	
<b>(PAYMASTER)</b>	
Bank Name	
Bank Address	
Account No.	
Account Name	
SWIFT	
Bank Officer	
Bank Telephone /Fax	
Email Address To say That Funds are Ready:	
Signature /Seal / Date	

**# BUYERS SIDE BENEFICIARY #**

**TOTAL COMMISSION FOR BUYER SIDE: \$X.XX x XXX PER MONTH X 12 MONTHS with possible Rolls & Extensions**

**Buyer's Sales Agent USD \$X.XX x XXX = \$X,XXX,XXX x 12 Months Total Amount US\$**

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Beneficiary Name	
Passport number	
Position	
Address	
Bank Name	
Bank Address	
Account Name	
Routing #	
S.W.I.F.T code	
Bank Officer/ Telephone	
Fax	
Account Number	
PAYMASTER FOR:	
Special Instructions /Message Required by Bank	
Additional Message Required	

**# BUYERS SIDE BENEFICIARY #**

shall receive **USD \$XX x XXX BLS/MTS = \$XXX.00 Total Amount**

Beneficiary Name	
Passport number	
Position	
Address	
Bank Name	
Bank Address	
Account Name	
Routing #	
S.W.I.F.T code	
Bank Officer/ Telephone	
Phone / Fax	
Account Number	
PAYMASTER FOR:	
Special Instructions /Message Required by Bank	
Additional Message Required	

**BUYER GROUP 1 shall receive USD \$X.XX x XXXX PER MONTH X 12 MONTHS with possible Rolls & Extensions = \$XXX.00 Total Amount US\$**

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<b>Beneficiary Name- MANDATE Sellers side</b>	<b>MV METAL PROFI- Anthony Tanner &amp; Paul Oliveira</b>
<b>NON-CIRCUMVENTION, NON-DISCLOSURE &amp; WORKING AGREEMENT (NCNDA)</b>	<b>IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA) Paymaster</b>
NAME :	
DESIGNATION :	
COMPANY NAME :	
ADDRESS :	
TEL :	
MOBILE :	
FAX :	
EMAIL ADDRESS :	
SKYPE ID :	
PASSPORT No :	
NATIONALITY :	
TODAY'S DATE :	
TODAY'S DATE :	

<b>COMMISSION SIZE (WITH ROLLS+EXT) :</b>	
<b>BENEFICIARY NAME :</b>	
<b>BANK NAME</b>	
<b>ADDRESS</b>	
<b>BRANCH</b>	
<b>ACCOUNT NUMBER</b>	
<b>ABA ROUTING #</b>	
<b>SWIFT CODE DOMESTIC</b>	
<b>SWIFT CODE INT.</b>	
<b>BANK REPRESENTATIVE</b>	
<b>BANK TEL:</b>	
<b>Details of payment:</b>	
<b>SIGNATURE AND SEAL :</b>	Paymaster for all following facilitators in this transaction and all further transactions with this buyer and seller. \$X.XX equally shared between Directors Messrs A. Tanner, P. Oliveira and J Pieterse
<b>Special Instructions</b>	EMAIL a notification immediately upon each tranche/ transfer payment together with the transactions code/s:
<b>Required Message</b>	ALL TRANSFER INSTRUCTIONS SHALL STATE: "FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY'S BANK.

BUYER GROUP 2 shall receive USD \$.XX x XXX BLS/MTS = \$XXX.00 Total Amount

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Beneficiary Name	
Passport number	
Position	
Address	
Bank Name	
Bank Address	
Account Name	
Routing #	
S.W.I.F.T code	
Bank Officer/ Telephone	
Phone / Fax	
Account Number	
PAYMASTER FOR:	
Special Instructions /Message Required by Bank	
Additional Message Required	

BUYER GROUP 3 shall receive **USD \$.XX x XXX BLS/MTS = \$XXX.00 Total Amount**

Beneficiary Name	
Passport number	
Position	
Address	
Bank Name	
Bank Address	
Account Name	
Routing #	
S.W.I.F.T code	
Bank Officer/ Telephone	
Phone / Fax	
Account Number	
PAYMASTER FOR:	
Special Instructions /Message Required by Bank	
Additional Message Required	

Electronic signature is valid and accepted as hand signature

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Acceptance by Buyer:

By:  
Its  
Signature-sign and seal

**ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARY**

## **NOTARY PUBLIC**

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED \_\_\_\_\_, 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: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

[SEAL]

### **Buyer Bank Endorsement**

THIS IRREVOCABLE PAYMENT ORDER HAS BEEN LODGED BY THE BUYER, WITH US AND WILL BE EXECUTED AS PER THE INSTRUCTIONS ABOVE.

\_\_\_\_\_  
Bank Officer Name:  
Title:

Pin Number:  
Bank Name:

Seal:

Date: \_\_\_\_\_, 2012