|  |  |
| --- | --- |
| IMFPA/NCNDA Reference |  |
| Contract Code  |  |
| **CONTRACT INFORMATION** |
| Commodity/Product  |  |
| Quantity |  |
| Price |  |
| Commissions / Fees |  |
| Buyer’s Name  |  |
| Represented by  |  |
| Via  |  |
| Seller’s Name  |  |
| Represented by  |  |
| Via  |  |

**The present Non-circumvention & Non-disclosure Agreement will be governed by these Special Conditions and by the ICC General Conditions for Non-circumvention & Non-disclosure Agreements as per the ICC publication N°619.**

Special Conditions for Non-circumvention & Non-disclosure Agreements

**WHEREAS**, Buyer, Seller, intermediaries, beneficiaries and their respective mandates & facilitators herein after jointly referred to as the “Parties” 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 wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidence with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce Convention (I.C.C. 619).

**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”).

**WHEREAS** all beneficiaries, intermediaries facilitators and Mandates involved under this Agreement are herein after jointly referred to as “Beneficiary and/or Beneficiaries”.

**WHEREAS,** Buyer is designated to pay Beneficiaries named below in the IMFPA here under which form an integral part of this NCNDA and the Transaction.

**WHEREAS**, the Contract referred to hereinafter is related to the above-mentioned transaction (see above mentioned table) between Buyer and Seller. This document applies to this, and any future spot or contract purchases for any products and commodities that may take place between the respective Buyer and Seller named. The Beneficiaries referred to herein to be compensated for those current and future transactions in accordance with the principles set forth in this agreement.



**WHEREAS**, the undersigned parties are mutually desirous of doing business with respect to the arranging, buying and selling and in cooperation with one another and with third parties for their mutual benefit. This agreement is made and entered into on this date, shall obligate the undersigned parties and partners, associates, employers, employees, affiliates, subsidiaries, parent companies, any nominees, representatives, successors, clients and assigns referred to as “The Parties” jointly severally, mutually and reciprocally terms and conditions expressly state and agree to, agreement may be referenced in any document(s), or written agreements, the terms and conditions apply to information exchange of financial information, personal or corporate names, contracts by or involving parties, extension, rollover amendment, renegotiations or new agreement referred to as “The Transaction” for purchase and sale of products.

**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 here to mutually and voluntarily agree as follows:

1. **CONFIDENTIAL INFORMATION**

1.1 The intending parties propose to disclose certain of its confidential and proprietary information (the "Confidential Information") to each other. Confidential Information shall include all data, financial information, and other information disclosed or submitted, orally, in writing, or by any other media.

1.2 The intending parties disclose this information due to their desire to enter into a working business relationship to mutual benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (herein after referred to as "Affiliates").

1.3 The intending parties shall in course normal business proceedings, disclose names of clients information considered confidential in terms of this agreement

1.4 The documents will not be passed, under circumstance, to another individuals not end buyers or suppliers without prior written consent of party(s).

1. **AGREEMENT NOT TO DEAL WITHOUT CONSENT**

2.1 “The Parties” hereby legally, and irrevocably bind themselves into guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's’ interest or the interest or relationship between “The Parties” with procedures, seller, any buyers, brokers, dealers, distributors, refiners, shippers, financial instructions, to change, increase or avoid directly or indirectly payments of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationships with Currency Providers, financial institutions, with intermediaries entrepreneurs, legal counsel or initiate buy/sell relationship or transactional relationship that by-passes one of “The Parties” to one another in connection with any ongoing and future transaction or project.

2.2 “The Parties” with access will not in any manner, solicit, nor accept any business in any manner from sources nor their Affiliates, without permission of parties nor make use of third party to circumvent.

1. **AGREEMENT NOT TO DISCLOSE**

3.1 “The Parties” agree that Information is to be considered confidential and held in confidence, not used other than for the purposes of its business between Parties, and disclosed only to its officers, directors, or shareholders with a specific need to know.

3.2 “The Parties” acknowledge responsibility for disclosure to selected persons as per

3.3 “The Parties” irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to a third party any confidential information provided by one party to the other or otherwise acquired, contract terms, product, prices, fees, financial agreement, schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representatives or mandated representatives and specifically individuals names, addresses, principals, or telex/fax/telephone numbers, references product or technology information and/or other information advised by one party(s) to be one another confidential or privileged specific written consent of the party(s).

3.4 “The Parties” acknowledge that the existence of this Contract shall remain confidential and shall not be disclosed to any third party without the written agreement of the other party.

1. **AGREEMENT TO HONOR COMMISSIONS**

4.1 Commissions, fees, compensation or remuneration to be paid as part of transaction covering “The Parties” to this agreement, shall be agreed upon by separate written agreement by “The Parties” concerned and shall be paid at the time such contract designated, concluded or monies changing hands between buyers and sellers, unless otherwise agreed among “The Parties”.

4.2 “The Parties” hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration, arrangements made as part of a commission transaction even in the event that “The Parties” are not an integral member to a specific commission and fee, remuneration agreement.

1. **AGREEMENT TO INFORM**

5.1 In specific deals where one of “The Parties” acting as an agent allows the buyers or buyers’ mandates, and the seller or sellers’ mandates to deal directly with one another, the agent shall be informed of the transactions by receiving copies of the correspondence made between the buyer or buyer’s mandate and the seller, and by the seller or seller’s mandate and the buyer.

5.2 Any e-mail communication between buyers or buyers’ mandates, and the seller or sellers’ mandates shall include in copy Party(s) introduced and/or who made possible their direct communication.

1. **TERM**

6.1 This agreement shall be valid for five (5) years commencing from the date of this agreement.

6.2 This agreement has an option to renew for a further period of five (5) years subject to and upon the terms and conditions agreed between both parties.

6.3 This agreement shall apply to:

* All transactions originated during the term of this agreement; and
* All subsequent transactions that are follow up, repeat, extended or renegotiated transactions originated during the term of this agreement.
1. **NOT FIDUCIARY AGREEMENT**

7.1 This agreement in no way shall be construed as being an agreement of partnership and none of “The Parties” shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other.

1. **SPECIFIC UNDERTAKING**
	1. Without detracting from the generality of this agreement, “The Parties” understand that the agreement holds particular relevance to concepts, methodologies and business strategies relating with specific reference to sourcing Commodities.
2. **ENTITIES OWNED OR CONTROLLED**

9.1 This agreement shall be binding upon all entities owned or controlled by a party, or in which the Party has an interest or shareholding and upon the principal(s), employee(s), assignee(s), family and heirs of each party.

1. **BREACH OF AGREEMENT**

10.1 This agreement is valid for all commodities and transactions between parties and the parties agree that any misuse of information supplied in terms of the business relationship, notwithstanding anything contained herein, or any indulgence or relaxation of any clause herein, shall entitle the claimant party to full legal recourse in terms of ICC regulations.

10.2 Under such terms, in the event of breach of agreement by any term violation, disclosure of circumvention, by any party, directly or indirectly, shall entitle Claiming Party to a legal monetary penalty equal to maximum service it should realize from such a transaction plus any and all expenses, not limited to all legal costs and expenses incurred to recover the lost revenue.

1. **TRANSMISSION OF THIS AGREEMENT**

11.1 The transmission of this agreement through facsimile or e-mail shall be legal and binding.

1. **FORCE MAJEURE**

12.1 A party shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of “The Parties”.

1. **AGREEMENT NOT TO CIRCUMVENT**

13.1 “The Parties” agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of “The parties” while excluding other or agree to benefit to any other party.

1. **APPLICABLE LAW (ART.13.1)**

14.1 This NCND Agreement shall be governed as per Art. 13.1 of the General Conditions, by the rules and principles of law of the Head Office of the International Chamber of Commerce in Paris - France.

1. **RESOLUTION OF DISPUTES (ART.13)**

15.1 ARBITRATION: ICC (according to Art. 13.2). Place of arbitration: Head Office of the International Chamber of Commerce in Paris – France.

1. **AGREE AND ATTEST**

16.1 Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as individual, corporate body or on behalf of a corporate body.

* 1. Digital signatures herein are considered to be made by binding signer or by any other duly authorized by binding signer as attested by written, even if authorization occurs by regular e-mail.

Irrevocable Master Fee Protection Agreement (IMFPA)

And Bank Endorsed Pay Order

 **“This IMFPA is considered as an integral part of the NCNDA** **and of the Contract that will be signed between Buyer and the Seller “**

This IMFPA is valid for the following order criteria. Buyer acknowledges acceptance and approval.

We the undersigned herewith referred as the SELLER, under penalty of perjury do hereby irrevocably confirm and irrevocably accept to pay Beneficiary 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, theSELLERirrevocably confirm that we will instruct and direct our bank to honor 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, theSELLER**,** agree to provide beneficiary with written evidence of the pay orders lodged with our bank together with acknowledgements of their acceptance. Forming part of this agreement, it is understood that for the purposes of this Irrevocable Master Fee Protection Agreement, our bank shall be the same bank as for the Contract and this IMFPA acts as an integral part of it.

We, theSELLER, agree that the terms of Purchase and Sale of the Commodity shall be as per Contract between Seller and Buyer. Beneficiary named below is acting strictly as our Agent and or Mandate shall have no liability whatsoever towards the Seller and/or Buyer (and their respective Agents or intermediaries or their officers, partners, directors and employees) on account of default under the contract by Seller and/or Buyer. Beneficiary 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 as well as Beneficiary 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.

As it is stated in the Contract, this Irrevocable Master Fee Protection Agreement (IMFPA) is bearing identical Contract number, Buyer and Seller transaction codes, as the Contract. The Buyer and the Seller as principals and the SELLERas Payor, irrevocably commits themselves to swift transfer, upon settlement of the exchange of total contractual amount, or after each partial exchange or each Tranche, including all rolls and extensions. Immediately upon every Tranche exchange, the SELLERshall release and swift wire transfer the funds in the form of Euro for payment of the consultancy fees to Intermediary, to the bank accounts designated by the Intermediary in this IMFPA by swift, free of legal impediments and free of any deductions, including bank transfer fees and routine banking delays, and with instruction: “Urgent Swift, Credit Same Day Value”.

This IMFPA will remain in force including if Contract Numbers is changed and applies to any and all extensions, rollovers and / or increases of / or within this transaction. ICC RULES and all latest versions apply to this transaction. In the event that a death occurs of the Beneficiary in this agreement, compensation will be designated to its beneficiaries.

All parties agree not to circumvent, avoid, bypass or obviate each other directly or indirectly to avoid payment of commissions or fees in any transaction pending, or in the future, for as long as a contract shall remain in force between two principals, or, for a period of five (5) years from the date of execution of this agreement should no contract result. At no time shall either party disclose or otherwise reveal to any third party any confidential information, code or reference and or any such information advised to the other party as being confidential or privileged without the formal written permission of the other party.

We, the undersignedbeing theSELLER, as stated within the signed binding main transaction, contract unconditionally agree, commit ourselves and undertake to approve, transfer and originate all payments upon settlement of each tranche exchanged, including all rolls and extensions**,** to Beneficiary named below as its rightful and payable commissions. This agreement also acts as a record confirming the commission amounts for the named Beneficiary as set out below:-

**TOTAL COMMISSION SHALL BE PAID BY THE** SELLER **AS FOLLOWS:**

This Irrevocable Master Fee Protection Agreement (IMFPA) is for $10.00 USD per MT calculated on the total contractual quantity until all products is lifted by Buyer to include any possible rollovers and Extensionsof the contract signed between the Buyer and Seller and also applicable to any other commodity the Seller and the Buyer may offer each other. The Commission is to be paid by the SELLER to the bank accounts designated in the Fees Breakdown / Pay Orders by swift wire transfer.

**1. Commission/consultancy fees to Seller’s side:**

$5.00 USD per MT calculated on the total contractual quantity until all products is lifted by Buyer to include any possible rollovers and Extensionsto be paid by the SELLER to the bank accounts designated in the Fees Breakdown / Pay Orders (section: Seller’s Side) by swift wire transfer. All payments to facilitators wire transfers shall state the following instruction: **“For Immediate Credit - Instant Cash Payment - Same Day Value”**

**2. Commission/consultancy fees to Buyer’s side:**

$5.00 USD per MT calculated on the total contractual quantity until all products is lifted by Buyer to include any possible rollovers and Extensionsto be paid by the SELLER to the bank accounts designated in the Fees Breakdown / Pay Orders (section: Buyer’s Side) by swift wire transfer. All payments to facilitators wire transfers shall state the following instruction: **“For Immediate Credit - Instant Cash Payment - Same Day Value”**

All Wire Transfers shall incorporate the below Text Message and a copy of Bank Wire Transfer slip shall be emailed to beneficiary email address and for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank.

**Text Message**: “clean, cleared, lien free and unencumbered funds, earned from financial consulting fees on commercial enterprises of non-criminal and non-terrorist origins, known by **Contract Code** **or Buyer’s Transaction Code,** and are payable in cash immediately upon receipt by beneficiary’s bank. ”For immediate Credit, Instant Cash Payment and same day settlement and value »

**TERM & CONDITIONS**

This Irrevocable 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 Intermediary or changing codes/Numbers of the initial contract/transaction entered into between the Buyer and the Seller.

This Irrevocable Master Fee Protection Agreement and any subsequently issued pay orders are under the ICC rules and follow the same rules and condition of the NCNDA herein, which form an integral part of it.

This Irrevocable Master Fee Protection Agreement and any subsequently issued pay orders shall not be amended without the express written and notarized consent of the receiving Intermediary. 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 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, SELLER**,** 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 **I.C.C 619/650** 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 ICC. Place of arbitration: Head Office of the International Chamber of Commerce in Paris – France.

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall be effective on and from the date of its signature.

 **“Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)**

|  |
| --- |
| **EDT (Electronic document transmissions)****EDT** (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:1. Incorporate **U.S. Public Law 106-229**, ‘‘Electronic Signatures in Global and National Commerce Act’’ or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and ;
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.
 |

Accepted & Agreed by Buyer, Seller and Beneficiaries named below:

SELLER INFORMATION & BANK DETAILS

|  |  |
| --- | --- |
| SELLER COMPANY NAME | INVISTA INVESTMENTS |
| REGISTRATION NUMBER |  |
| REPRESENTED BY |  |
| PASSPORT N°/NATIONALITY |  |
| ADDRESS |  |
| TELEPHONE / FAX |  |
| E-MAIL / WEB SITE |  |
| MOBILE |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NUMBER |  |
| SWIFT - CODE |  |
| BANK OFFICER |  |
| BANK TELEPHONE / FAX |  |
| SIGN & SEALDATE | **Signed Date: FEBRUARY XXth 2013** |

BUYER INFORMATION & BANK DETAILS

|  |  |
| --- | --- |
| SELLER COMPANY NAME |  |
| REGISTRATION NUMBER |  |
| REPRESENTED BY |  |
| PASSPORT N°/NATIONALITY |  |
| ADDRESS |  |
| TELEPHONE / FAX |  |
| E-MAIL / WEB SITE |  |
| MOBILE |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NUMBER |  |
| SWIFT - CODE |  |
| BANK OFFICER |  |
| BANK TELEPHONE / FAX |  |
| SIGN & SEALDATE | **Signed Date: FEBRUARY XXth 2013** |

COMMISSION / FEES BREAKDOWN

SELLER’S SIDE

TOTAL COMMISSION. SELLER’S SIDE: $5.00 USD per MT per Shipment

TOTAL AMOUNT COMMISSION SELLER’S SIDE: $5.00 USD x XXXXX MT / Month= $XXXXX USD

|  |
| --- |
| **BANK FEE COORDINATOR shall receive $xx USD per MT of the SELLER SIDE of the total contract with rolls & extensions. to be paid by the Seller to the bank accounts designated. This amount is payable to the designated paymaster bank account, upon the closing of each and every tranche for the duration of the contract and including all rolls and extensions.**  |
| NAME  | INVISTA INVESTMENTS |
| ADDRESS |  |
| NATIONALITY |  |
| TEL / MOBILE |  |
| FAX |  |
| EMAIL ADDRESS |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NUMBER |  |
| SWIFT CODE |  |
| BANK OFFICER |  |
| BANK TEL |  |
| PAYMASTER FOR |  |
| SPECIAL INSTRUCTIONS | All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed ------------------------- for legal verification and documentation pursuant to Banking regulations with one Original Contract copy to be filed with Bank. INVISTA INVESTMENTS reserve right to change bank account at his sole discretion. |
| TEXT MESSAGE | The S.W.I.F.T. or Clear stream text message covering all remittances shall clearly state the following: “CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS, EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS, KNOWN BY TRANSACTION CODE: **“-----------------------------------”**, FOR SAME DAY SETTLEMENT/ IMMEDIATE CREDIT |
| SIGNATURE & SEAL | **Signed Date: FEBRUARY XXXth 2013** |

|  |
| --- |
| **SELLER MANDATE shall receive $xx USD per MT of the SELLER SIDE of the total contract with rolls & extensions. to be paid by the Seller to the bank accounts designated. This amount is payable to the designated paymaster bank account, upon the closing of each and every tranche for the duration of the contract and including all rolls and extensions.**  |
| NAME  |  |
| ADDRESS |  |
| NATIONALITY |  |
| TEL / MOBILE |  |
| FAX |  |
| EMAIL ADDRESS |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NUMBER |  |
| SWIFT CODE |  |
| IBAN NUMBER |  |
| BANK OFFICER |  |
| BANK TEL |  |
| PAYMASTER FOR | As Per Sub Agreement |
| SPECIAL INSTRUCTIONS | All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed ------------------------ for legal verification and documentation pursuant to Banking regulations with one Original Contract copy to be filed with Bank. Mr. ……………………………. reserve right to change bank account at his sole discretion. |
| TEXT MESSAGE | The S.W.I.F.T. or Clear stream text message covering all remittances shall clearly state the following: “CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS, EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS, KNOWN BY TRANSACTION CODE: **“-----------------------------”**, FOR SAME DAY SETTLEMENT/ IMMEDIATE CREDIT |
| SIGNATURE & SEAL | **Signed Date: FEBRUARY XXth 2013** |

COMMISSION / FEES BREAKDOWN

BUYER’S SIDE

TOTAL COMMISSION. BUYER’S SIDE: $5.00 USD per MT per Shipment

TOTAL AMOUNT COMMISSION BUYER’S SIDE: $5.00 USD x XXXX MT / Month= $XXXX USD

|  |
| --- |
| **BUYER MANDATE shall receive USD $xxxx PER MT of the BUYER SIDE of the total contract with rolls & extensions. to be paid by the Seller to the bank accounts designated. This amount is payable to the designated paymaster bank account, upon the closing of each and every tranche for the duration of the contract and including all rolls and extensions.**  |
| NAME  |  |
| ADDRESS |  |
| NATIONALITY/PASSPORT NO |  |
| TEL / MOBILE |  |
| FAX |  |
| EMAIL ADDRESS |  |
| BANK NAME |  |
| BANK ADDRESS |  |
| ACCOUNT NAME |  |
| ACCOUNT NUMBER |  |
| SWIFT CODE |  |
| ABA ROUTING |  |
| BANK OFFICER |  |
| BANK TEL/FAX |  |
| PAYMASTER FOR |  |
| SPECIAL INSTRUCTIONS | All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed ---------------------------------- for legal verification and documentation pursuant to Banking regulations with one Original Contract copy to be filed with Bank. Mr. …………………reserve right to change bank account at his sole discretion. |
| TEXT MESSAGE | The S.W.I.F.T. or Clear stream text message covering all remittances shall clearly state the following: “CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS, EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS, KNOWN BY TRANSACTION CODE: **“-------------------------------------”**, FOR SAME DAY SETTLEMENT/ IMMEDIATE CREDIT |
| SIGNATURE & SEAL | **Signed Date: FEBRUARY XXth 2013** |

We, the undersigned being SELLER, as stated here above and in the signed binding main transaction, contract unconditionally agree, commit ourselves and undertake to approve, transfer and originate all payments, upon settlement of each tranche exchanged, including all rolls and extensions, to Beneficiary named above as its rightful and payable commissions.

This agreement also acts as a record confirming the commission amounts for the named Beneficiary as set out here above:

SIGNED BY THE SELLER - AUTHORIZED SIGNATORY:

I hereby swear under the International Laws of Perjury and Fraud that the information provided by me herein is accurate and true and that I have read and understood and agreed the full contract. Signed and sealed on the date indicated below by the signature.

Date:

Company Name: INVISTA INVESTMENTS

Represented by:

Passport N°/Country:

Issue date/Expiry date:

SIGN AND SEAL:

**This part of page is left blank intentionally**

Bank Endorsement

This is to certify that the above irrevocable payment order has been lodged with us and will be executed in accordance with the instructions stipulated in this document.

We, the bank officers, acting on behalf of the SELLER, will irrevocably pay the Beneficiary, the amount of consultancy fees as per the NCNDA & MFPA signed and sealed without any change and discussions.

SELLER'sBANK

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank officer 1 signature Bank officer 2 signature

Bank officer name: Bank officer name:

Title: Title:

Pin number: Pin number:

Bank name Bank name

Bank address: Bank address:

Bank tel.: Bank tel.:

Today’s date: Today’s date:

[Seal] [Seal]

I, theSELLER, hereby order my bank to irrevocably pay the Beneficiary, the amount of consultancy fees here above mentioned in this Agreement.

Date:

Company Name: INVISTA INVESTMENTS

Represented by: XXX

Passport N°/Country:

Issue date/Expiry date:

SIGN AND SEAL:

<<<<<<<<< END OF DOCUMENT >>>>>>