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**Tru-Tanks™ SAFE TRUST**  
**TANK STORAGE AGREEMENT (TSA)**  
**FOR JOINT CO-STORAGE OF**  
**PETROLEUM PRODUCTS**

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...under a joint venture co-rental with Mega Source Trading, Inc. at any MST account in

**Rotterdam**

VTTI  
Koole  
LBC

**Houston**

Kinder-Morgan  
NuStar

SUBMITTED FOR SIGNATURE

SIGNED / INACTIVE

PAID / ACTIVATED

GOOD UNTIL

CANCELLED

BETWEEN

Company A: **MEGA SOURCE TRADING INC.**

AND

Company B:

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**CONTRACT CODE:**

## JOINT VENTURE AGREEMENT FOR PETROLEUM CO-STORAGE (Joint TSA)

### CONTRACT CODE:

This AGREEMENT (hereinafter this “**AGREEMENT**”) is made by and between

**Mega Source Trading Inc. (Company A)** duly established and validly existing under the Laws of United States of America with offices at 2600 NW Central Drive Ste 207, Houston, TX 77092 USA with company registration number 804149927, represented by its Director, Frank Lawrence, herein known as **PARTY A**

**AND**

, **Company B**, duly established and validly existing under the Laws of with offices at with company registration number represented by its director, herein known as **PARTY B**.

In this AGREEMENT, **PARTY A** and **PARTY B** will be referred to individually as a (“**PARTY**”) and collectively as the (“**PARTIES**”).

**WHEREAS, PARTY A** maintains accounts for access to petroleum fuel storage tanks at multiple tank terminals in Rotterdam, NL and Houston, TX USA; and,

**WHEREAS, PARTY B** and / or their subsidiaries, associates or partners are active in the procurement and resale of refined petroleum fuels; and,

**WHEREAS, PARTY B** and / or their assignees, subsidiaries, partners and associates require storage tanks to initiate purchase transactions as well as for physical storage for fuel; and,

**WHEREAS, PARTY B** wishes services for the storage of product sourced solely from domestic US refineries or from resellers in Houston or Rotterdam; and,

**WHEREAS, PARTY A** is willing to make its tanks available for such transactions; and,

**WHEREAS, the PARTIES** agree to work transparently, in unison together and for mutual benefit and common interest to successfully fulfill the obligations set out below between the **PARTIES** in the terms and conditions of the relationship.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth below, the **PARTIES** covenant and agree as follows:

### GENERAL AGREEMENTS

1. **PARTY A** shall lease tanks at agreed terminal(s) with **Party B** as co-lessor in the United States or Netherlands where **Party A** maintains an account and shall be known as the lessor
2. **PARTY B** shall order and lease tanks from **Party A** in the United States or Netherlands and shall be known as the co-lessor.
3. **PARTY A** shall require verification of **Party B** refinery, product and laycan schedule before entering any co-rental with **Party B** into a terminal, and this verification shall require no additional cost to **Party B** beyond the cost of the tank rental, if **Party B** fully pre-pays for three or more rental days for a transaction; if **Party B** wishes to verify prior to pre-payment for tanks, or rents fewer than three rental days the price for the pre-verification shall be the advertised price of a **Tru-Tanks™** live, on-site verification, which may change, but at the time of this agreement was \$5800 for shore tanks and \$7800 plus expenses for on-vessel verification, in addition to the tank rental days' price agreed.
4. **Party A** will, on request, provide sample dip service and lab tests from leading inspection companies to **Party B** at prices to be quoted at the time of their order.
5. All services by **PARTY A** for **PARTY B** shall be pre-paid by **PARTY B** and paid to the terminal as detailed below.

## DEFINITIONS

1. **Transaction:** the complete process to purchase and sell a refined product
2. **Tank terminal:** location(s) for refined fuel product storage as agreed between the Parties
3. **Top Tier Tank Terminals:** Tank terminals that are owned and operated by leading USA or global companies
4. **Tank storage:** see tank terminal
5. **Contract year:** The one year period of activation of an agreement from date of agreement activation via payment of the annual administrative fee to the "good until" date entered on the first page of the agreement.
6. **Rental day:** One day of requested and / or registered and / or activated day of rental under this agreement.
7. **Registered rental day:** One day of scheduled tank rental registered with the terminal, or due as demurrage. Rentals at all terminals except NuStar allow registration of tanks and scheduled rental good up to one year before activation. Party A will only register Party B rental days after physical verification of supplier and supplier product.
8. **Demurrage:** Unpaid fees for tank storage or vessel engagement.
9. **Activated rental day:** At all terminals except NuStar registered rentals and schedules may be activated up to a year after registration. Activation lasts for the scheduled period of days and continues until evacuation of tanks by Party B.
10. **TSA (Tank storage agreement):** Agreement between tank terminal owners (Lessor) and tank terminal Lessee like Party A, or between co-lessor (MST) and co-lessor (Party B), usually in 500 bbl increments, each tank
11. **TSR:** Tank storage receipt: A validated bar-coded receipt showing evidence of secured tanks at a specific location for a specific product
12. **ATV:** Authorization to verify a document issued by the tank terminal that allows the Sellers' authorized personnel to verify the existence of secured tanks, within the reference tank terminal by the PARTIES
13. **Logistics:** Functions of product verification, sample dipping and analysis, tank rental, terminal-to-terminal product transfers
14. **Operations:** Functional management of products in and between tank terminals
15. **Buyers:** companies wishing to purchase crude or refined products
16. **Sellers:** companies withing to sell crude or refined products
17. **CI:** Commercial Invoice
18. **Documentation:** all requisite paperwork to complete the transaction
19. **COA:** Certificate of Analysis. Issued by refinery as guarantee of quality specifications of fuel ordered. Must be verified by Party A before placement of tank rental.
20. **Laycan:** refinery schedule of type and timing of delivery of product. Must be verified by Party A before placement of tank rental.
21. **ATSC:** Authorization to Sell and Collect, document that authorizes a buyer to represent seller in resale of product.
22. **ATV:** Authorization to verify a document issued by the tank terminal that allows the Sellers' authorized personnel to verify the existence of secured tanks, within the reference tank terminal by the PARTIES
23. **DTA** Dip Test Authorization. A type of ATV, the Dip Test Authorization (DTA) is required to allow the taking of a sample from tanks for chemical analysis of product
24. **BOL:** Bill of Lading, the official statement of cargo name and quantity on board
25. **CPA:** Charter Party Agreement. The contract between a vessel operator and the vessel's renting party.
26. **Effective date:** the date upon which this agreement is legally binding between the PARTIES
27. **SGS:** Société Générale de Surveillance. A global inspection, verification, testing and certification service
28. **Intertek:** An inspection service like SGS

29. **Supply Confirmation:** the confirmation issued by the refinery to supply to Party B a certain volume of a certain type of Product. May include preliminary delivery scheduling
30. **Laycan:** The refinery's definitive schedule and logistics of delivery of product. Usually coordinated between tank farm and refinery or shipping agent and refinery, at the direction of Party B or the exit buyer of Party B

### **TERM**

The term of this Agreement shall commence upon the acceptance of Party B annual fee by Party A and shall continue for one (1) year from that date unless sooner terminated hereunder by either Party. If Party B rents tanks under this Agreement during the year, this Agreement shall renew automatically on the termination date; Party A will invoice Party B for one administrative fee for one additional year of active Agreement as specified in the paragraph that follows and issue for signature a fresh agreement under then-current terms. If Party B should not rent during the year term, this Agreement shall terminate without renewal. Party B then would have the right to enter a new agreement, upon supplying to Party A evidence of a legitimate supplier with product for sale.

### **INITIAL AND ANNUAL ADMINISTRATIVE FEE**

This Agreement requires the payment of a **pre-paid Administrative Fee of \$5,500**, payable before activation of the signed agreement and before each renewal of this Agreement. This fee may increase from year to year.

### **ACTIVATION**

This Agreement shall not be operative until receipt of the Annual Administrative Fee. Party A shall have the right to cancel this Agreement if the Annual Administrative Fee does not arrive in the Party A bank account by the "Wire Date NLT" indicated on the invoice for the Annual Fee, currently a period of about 15 business days from the "Date of Issue" on the invoice. Party A will issue an "Signed/Inactive" agreement in PDF format upon signing by both parties (with the date of signing indicated on the first page), an "Active" PDF agreement upon payment of the Annual Fee (showing the "Good Until" expiration date on the initial page), or a "Cancelled" PDF copy (with date of cancellation) should Party A not receive the Annual Fee by the "Wire Date NLT" date.

**RENEWAL** This Agreement may be renewed at the end of each contract year by the signing of a new agreement under the then-current terms and payment of the new year's annual administrative fee.

### **TANK AVAILABILITY AND VERIFICATION OF PARTY A ACCOUNTS BY SUPPLIERS**

during the term of this agreement, Party B may reserve tanks anytime at any tank farm where Party A holds an account, pending availability at that terminal. Party A holds verifiable accounts at:

#### **PORT**

#### **TERMINAL**

Rotterdam, NL

VTTI

LBC

Koole

Houston, USA

Kinder-Morgan

NuStar

Corpus Christi, USA

NuStar

### **VERIFICATION OF PARTY A ACCOUNT.**

Suppliers can verify Party A accounts at any Party A tank terminal easily and directly, if they are members of the *harbor petroleum refinery, storage, and logistics community*. Party A terminals are pleased to respond directly to verification inquiries from such members of the community. But the terminals will not respond to inquiries from other than these member parties.

### **AUTHORITY TO VERIFY (ATV)**

Party A will issue up to five (5) ATVs, under the annual administrative fee, to suppliers presented by Party B to be authentic. Party B may buy additional ATVs at an individual cost of \$250 or a package price of \$500 for

each pack of four (4) purchased. Party B may buy as many additional ATVs as the party wishes, under this fee schedule.

Where available, each ATV will carry a bar code issued by the tank terminal where Party A holds an account. Authentic members of the harbor petroleum refinery, storage and logistics community can read this bar code and immediately confirm the account of Party A at that terminal. Non-members of the community cannot read this bar code. Such a case may be a sign of an inauthentic vendor, and Party B should take notice and be wary. Members and non-members of the community may also verify Party A accounts as follows.

For HOUSTON SOURCING:

- i. If they are a **legitimate refinery**, they have instant, secure access to legitimate, licensed tank terminals through the petroleum community in the harbor, such as PARTY A engages, to verify PARTY A accounts at the terminal **without** an ATV (Authority to Verify)
- ii. In addition, **any engaged party** may confirm Party A accounts at their terminals by asking their bank to send an official inquiry on bank letterhead via bank-URL email to the secure email address of the terminal on the ATV supplied by Party A. Party A recommends this option for all selling parties who wish to verify accounts of Party A.
- iii. Finally, Party A would be pleased to introduce Party B or supplier verifiers to our terminal(s) in person, by appointment. (May not be available because of COVID restrictions.)

Party A recommends option ii, bank inquiry, for all sources without recourse to direct terminal inquiry, as detailed.

Party A will release no contact or tank terminal information to any supplier. The above methods are the only sources if a supplier wishes to verify Party A accounts at its tank terminals.

FOR ALL ROTTERDAM AND RESELLER SOURCING IN ANY PORT:

- i. If they are a **legitimate refinery**, they have instant, secure access to legitimate, licensed tank terminals through the petroleum community in the harbor, such as PARTY A engages, to verify PARTY A accounts at the terminal **without** an ATV (Authority to Verify)
- ii. If they are an **allocation holder**, they can request their **refinery** to verify a PARTY A account without an ATV through this community
- iii. A **reseller or allocation holder or ATS without access to verification by the refinery** that maintains product at other tank terminals, can have his/her terminal representative confirm the MST account through secure channels of the community without an ATV
- iv. If they are a **reseller or allocation holder or ATS without access to verification by the refinery** they can also verify through a licensed tank broker or agent in the port of delivery with whom they may have a relationship as part of their professional activities, without an ATV.
- v. In addition, **any engaged party** may confirm Party A accounts at their terminals by asking their bank to send an official inquiry on bank letterhead, via bank-URL email, to the secure email address on the ATV supplied by Party A. Party A recommends this option for all selling parties who wish to verify accounts of Party A.
- vi. Finally, Party A would be pleased to introduce Party B or supplier verifiers to our terminal(s) in person, by appointment. (May not be available because of COVID restrictions.)

Party A recommends option v, bank inquiry, for all sources without recourse to direct terminal inquiry, as detailed.

Party A will release no contact or tank terminal information to any supplier. The above methods are the only sources if a supplier wishes to verify Party A accounts at its tank terminals.

## **AGREEMENT DETAIL**

### **Article 1 Responsibilities of the PARTIES**

#### **1.1 PARTY (A)**

- a) Tank Storage in Rotterdam (VTTI, LBC, Koole) & Houston (NuStar and Kinder Morgan)
- b) Provide verification and testing services detailed in **[Appendix D]** upon request of Party B
- c) Logistic Support for tank terminals only
- d) Operations Support for tank terminals only
- e) Management Support for tank terminals only
- f) Serve as "safety exit buyer" to Party B if required Parties agree on pricing.
- g) Documentation of services

## 1.2 **PARTY (B)**

- a) Source legitimate Sellers
- b) Fund logistics available from Party A
- c) Fund any extensions required by transactions
- d) Documentation for verification (See paragraph 11)
- e) Closing of the sale and purchase of the commodity
- f) Payments & disbursement

## **Article 2 Transaction Procedures**

### 2.1 **OVERVIEW**

Mega Source Trading, Inc. (PARTY A) offers its clients pre-paid joint-name co-storage of the following products in tanks available to it in Houston and Rotterdam:

Jet fuel  
EN590 or ULSD  
Russian #2 diesel fuel  
#6 Heavy fuel  
Crude oil  
Russian D-6 Virgin Fuel Oil

Joint name is for storage only. Party A makes no claim against the Product of Party B, unless Party B has engaged Party A as exit buyer. Although Party A shall have physical custody of Product while in joint-name storage in the tanks at the Tank Terminal, at no time shall Party A acquire or be deemed to acquire title to Product, without agreement of Party B except in the case of Party B failure to perform on storage, per Reservation/Activation paragraph 5l, below, or if Party A agrees to be exit buyer for Party B. Further, with that exception, Party A acknowledges that, notwithstanding anything to the contrary contained in this Agreement or separately agreed by the Party, Party A acquires no right, title or interest in or to any of the Product injected in the joint name tanks. Party B warrants that it shall have good title or verifiable primary ATSC to and the right to deliver, store and receive the Products pursuant to this Agreement.

**PRICING:** PARTIES agree to a pre-paid, non-refundable administrative initiation fee of \$5,500 for the preparation and maintenance of this annual TSA. This fee will be due, as well, for each renewal of this Agreement, Annual fee may change each year. Each rental shall be estimated and invoiced separately, as rates change constantly with market conditions. Each rental payment of three or more rental days includes MST Pre-V verification of fuel and supplier authenticity before placement of the rental at the terminal. See paragraphs below for detail.

**NOTE:** Under the terms of PARTY A security protocols with tank terminals, PARTY A may only introduce fully validated product, sellers, and buyers, to PARTY A tank terminals or risk complete loss of Party B rental proceeds in the case of fraud or transaction failure. Also, such failure could impact the viability of Party A's contract with the terminal.

ACCORDINGLY, FOR HOUSTON SOURCING FROM A VERIFIED REFINERY, prior to validation of product from that refinery via COA and Supply Confirmation/Delivery letter and Laycan schedule from the refinery, selling parties can only verify PARTY A access to tanks as follows:

Selling parties can verify the accounts of PARTY A directly to the tank terminal in four (4) ways via



entities that are part of the secure oil producing and storage community in each harbor.

- i. If they are a **legitimate refinery**, they have instant, secure access to legitimate, licensed tank terminals through the petroleum community in the harbor, such as PARTY A engages, to verify PARTY A accounts at the terminal **without** an ATV (Authority to Verify)
- ii. A **legitimate refinery** can read a bar code on any ATV that may issue containing a bar code. This bar code affords immediate confirmation of Party A's account at the terminal.
- iii. In addition, **any engaged party** may confirm Party A accounts at their terminals by asking their bank to send an official inquiry on bank letterhead, via bank-URL email to the secure email address on the ATV supplied by Party A. Party A recommends this option for all selling parties who wish to verify accounts of Party A.
- iv. **Finally, Party A would be pleased to introduce Party B verifiers or supplier verifiers to our terminal(s) in person.**

Party A recommends option iii, bank inquiry, for all sources without recourse to direct terminal inquiry, as detailed.

Party A will release no contact or tank terminal information to any supplier. The above methods are the only sources, available to a supplier who wishes to verify Party A accounts at its tank terminals in Rotterdam.

#### FOR ROTTERDAM AND RESELLER SOURCING:

- i. If they are a **legitimate refinery**, they have instant, secure access to legitimate, licensed tank terminals through the petroleum community in the harbor, such as PARTY A engages, to verify PARTY A accounts at the terminal **without** an ATV (Authority to Verify)
- ii. A **legitimate refinery** can read a bar code on any ATV that may issue containing a bar code. This bar code affords immediate confirmation of Party A's account at the terminal.
- iii. If they are an **allocation holder**, they can request their **refinery** to verify a PARTY A account without an ATV through this community
- iv. A **reseller or allocation holder or ATS without access to verification by the refinery** that maintains product at other tank terminals, can have his/her terminal representative confirm the MST account through secure channels of the community without an ATV
- v. If they are a **reseller or allocation holder or ATS without access to verification by the refinery** they can also verify through a licensed tank broker or agent in the port of delivery with whom they may have a relationship as part of their professional activities, without an ATV.
- vi. In addition, **any engaged party** may confirm Party A accounts at their terminals by asking their bank to send an official inquiry on bank letterhead, via bank-URL email, to the secure email address on the ATV supplied by Party A. Party A recommends this option for all selling parties who wish to verify accounts of Party A.
- vii. **Finally, Party A would be pleased to introduce Party B or supplier verifiers to our terminal(s) in person.**

Party A recommends option vi, bank inquiry, for all sources without recourse to direct terminal inquiry, as detailed.

Party A will release no contact or tank terminal information to any supplier. The above methods are the only sources, if a supplier wishes to verify Party A accounts at its tank terminals in Rotterdam.

FURTHER, all pre-paid storage transactions shall be co-registered at the tank terminal under the names of both PARTY A and PARTY B, but PARTY A shall not introduce the name of PARTY B to the tank terminal or release PARTY B funds to the tank terminal until PARTY A has fully validated product and supplier documents, detailed in paragraphs 11 and 12. Parties agree that upon verification and payment for the tank rental, all funds are fully committed and may not be recouped in the case of supplier failure to deliver.

(NOTE: Storage for NuStar varies from these procedures in that the terminal only accepts registrations for specific days on the assumption that the storing party will splash the tanks and move the product out during the scheduled days. Accordingly, this operator does not offer a one-year window for use of the scheduled dates. Once registered, funds are fully committed and the terminal issues a TSR to Party B. Whether the storing party splashes the tanks or not, NuStar does not return funds. The following procedures are for the remainder of tank terminals where Party A maintains access to tanks.)

#### **COMMON-- SAFE TRUST SECURE PROCEDURES**

1. PARTY A and PARTY B write a one-year TSA for the provision of tanks including any of the following fuels:
  - a) Jet kerosene
  - b) EN590 or ULSD
  - c) Russian #2 diesel
  - d) #6 Heavy fuel
  - e) Crude oil
  - f) Russian D6 Virgin Fuel Oil
2. This TSA joint venture is between Parties A and B and may not be sublet to third parties by Party B. Party B may add co-lessors as additional parties under this agreement or as subsidiaries and associates as entered on APPENDIX C. But Party B assumes full responsibility for payment for all rental days under this agreement.
3. This TSA is for short-term commitments. Fixed, long-term storage is not available under this agreement.
4. Party B agrees to pay an annual fee of \$5,500.00 for administrative service to activate each year of the agreement's services. Fee may change upon renewal of agreement.
5. All storage requests for use of PARTY A tanks for storage must be estimated by PARTY A, approved by PARTY B, invoiced and pre-paid by PARTY B before activity by PARTY A on any transaction
6. After verbal approval of tank fees by PARTY B, PARTY A will invoice PARTY B for an initial commitment to the chosen terminal. Party B will sign and return the invoice as approval of the price(s) to Party A and wire the required funds.
7. The PARTIES agree that the number of rental days of tank usage and volume of usage shall vary and that, while PARTY A cannot guarantee unlimited access at any given terminal, PARTY A will work to maximize its access to tanks at multiple or alternative terminals where the company has contracted tank access to meet the PARTIES' needs
8. PARTY B acknowledges and agrees that regular volume of transactions may require logistical planning and sequencing to optimize storage for any given transaction
9. The location of the terminals for any given transaction may vary according to availability, however these shall be sourced from Top Tier Tank terminals in Rotterdam (not Russian) and Houston contracted by PARTY A as agreed between the PARTIES.
10. Pre-paid funds will be retained by PARTY A for the duration of the transaction and the storage agreement of that transaction and paid to the terminal as required ONLY after verification of product.
11. Appropriate documents for verification of US refinery-sourced product shall be the refinery
  - a) Certified COA (Certificate of Analysis) and a Supply Confirmation
  - b) Layan schedule of delivery.
  - c) CI (Commercial Invoice)
  - d) DTA (Dip Test Authorization)



- e) An ATV (Authority to Verify)
- f) Injection Report

12. Appropriate documents for verification of any reseller transaction or Rotterdam-sourced product shall be

- a) TSR (Tank Storage Receipt) and for vessels,
- b) A Bill of Lading (BOL) and Q88, for IMO number.
- c) Tank verification documents must include the GPS coordinates of the specific tanks storing the seller's product.
- d) CI (Commercial Invoice)
- e) DTA (Dip Test Authorization)
- f) An ATV (Authority to Verify)
- g) Injection Report

Tank verification documents must include the GPS coordinates of the specific tanks storing the seller's product.

13. Recognizing that some sellers require verification of the PARTY A account at the tank terminal before releasing any proof of product, the Parties agree as follows:

- a) Under no conditions will Party A disclose any contact information regarding the terminal for verification of Party A's account at that terminal.
- b) IN HOUSTON, verified refinery selling parties can verify the account of PARTY A as in paragraph 2.1
- c) ACCORDINGLY, for direct sale by a bona fide refinery to PARTY B, PARTY B will direct the refinery to verify PARTY A tanks directly with the tank terminal where the Parties intend to place the product; PARTIES agree that legitimate refineries have instant, secure access to legitimate tank terminals such as PARTY A engages without an ATV (Authority to Verify) or official, secure terminal contact information, to verify PARTY A access to tanks.

FOR ROTTERDAM AND RESELLER SOURCING, parties shall have options as detailed in paragraph 2.1.

- i. PARTIES recognize that a seller who purports to be a legitimate refinery but indicates some barrier to their ability to confirm PARTY A at the tank terminal represents a risk of fraud that is to be accepted, since legitimate refineries have instant, secure access to legitimate tank terminals WITHIN THE HARBOR PETROLEUM COMMUNITY for purposes of tank verification and, in fact, are known to verify tanks without notice before making their offer, as part of normal due diligence on buyers;

- a) PARTY A will issue an ATV to a supplying refinery or supplier at the request of PARTY B for an initial verification of PARTY A account at the PARTY A terminal, as indicated in paragraph "Verification of Party A Account", above.

- ii. Parties agree to accept the right of the tank terminal representative to refuse to verify any information regarding PARTY A or PARTY B or the seller documents if the representative should recognize the call-in number or name of the person verifying to be related to any previous fraudulent activity in the port.
- iii. Parties acknowledge that the tank terminal may issue immediate, undisclosed notice of fraud to the port for any information disclosed to it by PARTY A or PARTY B.

14. For this reason, upon verification of PARTY A tanks by the supplier, PARTY A will demand documents from the PARTY B that will allow verification that the PARTY B supplier has ready product as agreed for purchase by PARTY B; appropriate documents are listed in paragraphs 11 and 12, above.

15. Party A will issue no TSR (Tank Storage Receipt) from a Party A terminal prior to product verification and commitment of Party B funds to the terminal. (See Appendix D for options.) In a case where Party A verifies, registers the rental, and pays the farm and the farm issues a TSR yet the supplier does not fulfill the supply, the terminal most likely will retain any funds advanced, whether product arrives in the tanks or not.
16. As part of the PARTY B's advance payment for tanks PARTY A of three rental days or more, Party A will verify the supplier's product, per para 13, above. Documents specified above. Inspection or product verification separate from paid tank rental covered next paragraph. Rentals of fewer than three (3) rental days will require a separate payment for **Tru-Tanks™** documentary and physical verification, at the rate in effect at the time of Party B's transaction. At the time of this contract that fee stands at US\$5800, \$7800 plus expenses for vessels.
17. In the case that Party B should request inspection services prior to pre-payment of tanks, or after pre-payment for less than three (3) days' rental, as in paragraph 17, Party A will invoice the appropriate amount of the service, Party B will pre-pay the invoice and, upon receipt of funds in their bank, Party A will undertake a **Tru-Tanks™** Pre-V in-person, physical verification of documents and supplier tanks by a live **Tru-Tanks™** team. Upon report of a successful verification, Party B may proceed to order tanks.
  - i. PARTY A also offers full dip with official lab report from leading inspection companies, on request from PARTY B. The price of such service varies so PARTY A will estimate and invoice, as with Pre-V services.
18. Only upon verification of supplier product, and the order of PARTY B, will PARTY A lodge the joint venture as a tank co-renter at the tank terminal. An ATV from the seller usually is not necessary for documentary verification by Party A inspectors.
19. PARTY A will make available a full, authentic SGS or Intertek dip at extra cost (to be quoted, approved, and paid in advance), if PARTY B so requests and the supplier allows; PARTY B will be billed after the dip test for the service if Party A successfully completes a documentary pre-verification. Party B may request a "full dip" before payment for the tank co-rental by pre-paying the estimated price for the dip and lab testing.
20. PARTY A shall issue a reconciled account monthly showing any costs utilized during the month and advance payment balance remaining.
21. Any Pre-Verification services carried out by PARTY A shall be supported by a comprehensive report for each transaction, clearly identifying any areas of concern and points of verification failure.
22. PARTY A shall not be responsible for the effects of natural disasters or acts of God or irresponsible acts by suppliers or PARTY B.

#### **RESERVATION/ACTIVATION—TANKS—SAFE TRUST SECURE PROCEDURES**

1. PARTY A shall ONLY commit funds to joint tank reservation or activation after verification of supplier/seller product.
2. If Party B orders a tank co-rental then this shall be estimated and billed as a distinct, billable event.
3. Before PARTY B engages a supplier concretely PARTY A will advise which Tank terminal the PARTIES can use for the transaction. The securing of tank storage for each transaction shall be made individually via a PARTY A order form and, since prices for rental quotes change frequently, each storage request must be quoted and billed close to the period of intended use.
4. PARTY A bills PARTY B upon request, according to quote; PARTY B pre-pays by bank wire transfer.

5. Invoice requires approval and return in five (5) business days and wiring of funds within five (5) business days after that; invoice will expire after each of those have passed; PARTY B may request a new quote/reservation/invoice when product is imminent.
  - i. There are two possibilities for transaction failure at verification and return of PARTY B funds, one pre-registration and one post-registration.
  - ii. *Reservation* is NOT *Activation*. Reservation registers the co-rental as joint customers of the terminal. Activation specifically orders specific number of tanks for a specific time and locks in financial commitments by the co-renters to the terminal.

#### Pre-Registration

- a. If PARTY A uncovers fraudulent elements they will be reported to the relevant authorities. PARTY B has 48 hours to cure. Cancellation of fuel transaction is satisfactory cure.
- b. However, in this case, PARTY A will have done the verification and, since the transaction is either dead or pending another verification, PARTY A needs to be paid for the verification services, since that will be PARTY A compensation for that verification transaction. In that case, after cure, PARTY A would claim \$5800 (\$7800 plus expenses for a vessel verification) from the wired funds and either return the remainder or, if PARTY B so chooses, PARTY A will retain the remaining funds for another transaction, in which case PARTY A would require PARTY B to reconstitute the funds held by wiring \$5800/\$7800+ to PARTY A account as replacement for the verification payment withheld or utilise the advance fee payment for a further verification.
- c. Without cure and follow-up as in paragraphs 5b and 5c, above, before registration, PARTY A retains 20% of the advanced fees, returns the remainder and cancels future engagements.

#### Post Registration

- d. Upon verification of fuel, PARTY A will first *register* the TSA co-rental, which allows the TSA to *activate* tank availability for the required time, product, and volume of product during one year from the date of the registration; for this, PARTY A will advance payment to the terminal. Upon determination of dates and periods for transaction close, Party A will order the *activation* of the co-reservation and make final payment.
- e. In the rare eventuality that the Tank terminal, after *registration*, should identify a fraudulent element that the verification of the PARTIES could not identify, then the Tank terminal may summarily cancel the co-rental, retain funds paid and more than likely add penalties and/or fees. Should the refinery refund unused rental funds, PARTY A will pay required sums to the terminal then return any remaining funds, or returned funds if there are any, to the PARTY B, less 25%.
- f. If needed after registration, PARTY A agrees to issue an ATV that is endorsed by the tank terminal for the PARTIES' TSA contract.
- g. Upon registration of the TSA at the tank terminal and release of the PARTIES' endorsed ATV, PARTY B will confirm their purchase with the supplier and will arrange for either lift of product from seller tanks or injection of product purchased into PARTY A tanks.
- h. Upon the order of PARTY B 48 hours in advance of injection, PARTY A will issue an *activation notice* to the tank terminal and the tank terminal will activate the joint venture's tanks and coordinate with the supplier terminal for the movement of the product from the supplier's terminal to PARTY A tanks. Tank terminal issues TSR at this point.
- i. All commitments of funds to reservation or activation of tanks shall be final, with no refund.
- j. After injection of the product into PARTY A tanks, PARTY B complete their transaction.

- k. Party A will alert Party B 24 hours before the end of the Party B activated rental days.
- l. PARTY B may extend rental days to the TSA's activated scheduled rental by formal order, as allowed by the terminal, using the PARTY A order form, and pre-payment; PARTY B remains responsible for all scheduled and demurrage days used; cost-splitting of days between seller and Party B is possible, but all added day commitments are pre-paid by PARTY B; cost share payments are between Party B and its supplier, but Party B remains financially responsible. Parties recognize that last-minute processing of extensions require time to process and, accordingly may extend the tank time and costs of that time to complete. Party B may add Participating companies or subsidiaries to individual co-rentals by providing full KYC information as requested on the Party A Tank Service Order form and then Party A will add that entity/ies in that form and issue a revised agreement containing that updated amendment.
- m. If PARTY B does not void tanks by the end of paid activated scheduled days and does not pay for excess storage demurrage, after 48 hours of demurrage, PARTY A will claim the product, sell it, pay outstanding costs, and return 25% of remaining proceeds to the PARTY B.
- n. INVOICING AND ACCOUNTS. Party A will maintain a ledger of Party B tank activity and will report monthly on this activity and on balances. For successive engagements, as in term deliveries, Parties agree that Party A will estimate tank requirements each month and will invoice for the total monthly cost. As of week three of each month, Party A will revise estimates for the following month and invoice for that anticipated service. Party B agrees to pre-pay each month's invoiced amount. Party A agrees to reduce each month's invoice by any available account credit and to so note that credit on the invoice.
- o. TANK ROTATION. Parties recognize that continuous supply of product will require a rotating schedule of tanks to receive that product. Further, parties recognize that tank farm capacity is limited and usually fully engaged. Additionally, Parties recognize that Party A access to tanks is for short-term, only, "as available". Accordingly, Party A will strive to arrange rotations of tanks sufficient for deliveries but recognize that this is only available on an "as available" basis. Under such a plan, Party A would schedule tanks sufficient for one delivery. Upon advice by Party B of the next delivery, Party A would reserve the next tanks, using pre-authorized and pre-paid funds per Paragraph 5n, above, close the first transaction with the first tanks and then follow up on the subsequent transaction. All activity to be logged, journaled, and reported monthly per paragraph 5m, above.
- p. PARTIES agree that these procedures may change at any time. In the case of a change, PARTY A will so inform PARTY B in a timely manner in writing and such notice shall be added to this agreement as an addendum.

### Execution Procedure

1. Customer requests co-rental via the PARTY A order form.
2. PARTY A contacts tank terminal for cost of rental day rate and total for rental period.
3. Upon PARTY B approval of cost, PARTY A will issue a Commercial Invoice, PARTY B counter signs the Commercial Invoice and returns to PARTY A.
4. PARTY B forwards payment of the amount of the Commercial Invoice via bank wire transfer.
5. Subsequent tank storage requests shall be agreed between the PARTIES and will be made as an Addendum to this Joint Venture Agreement.

### Article 3 Confidentiality

- 3.1 An NDA is also attached here as **[Appendix A]**
- 3.2 Subsequently, Each PARTY acknowledges that the other PARTY, its subsidiaries, and affiliated companies are the owners of valuable trade secrets and other confidential information. Each PARTY receiving (a "PARTY Recipient") information hereunder concerning the business, products, equipment, systems, techniques, and practices that is identified in writing as confidential ("Confidential Information") of the disclosing PARTY (the "Disclosing PARTY"), until a time of one

year after the termination of the contract and commencing upon first receipt of the particular Confidential Information (the "Confidentiality Period") shall retain the same in confidence and shall only use such Confidential Information for purposes of this Agreement, or as otherwise agreed to in writing by both PARTIES, and shall not disclose any such Confidential Information to any entity; provided, that "Confidential Information" shall not include any information that:

- (a) was already known to the PARTY Recipient prior to the date of this Agreement as documented in PARTY Recipient's records made prior to such dates
- (b) was publicly available in its entirety as of the date of the disclosure or thereafter becomes publicly available other than through breach of this Agreement
- (c) is made known to the PARTY Recipient by a third PARTY who had not obtained the information directly or indirectly from the Disclosing PARTY and does not obligate the PARTY Recipient to hold the same in confidence; or
- (d) is mutually agreed in writing by the PARTIES to be non-confidential.

- 3.3 During the relevant Confidentiality Period, each PARTY Recipient shall use its best efforts to safeguard the Confidential Information of the Disclosing PARTY, using at least as great a degree of care as it uses to safeguard its own most Confidential Information.
- 3.4 Both PARTIES acknowledge that the disclosure or use by a PARTY Recipient of any aspect of the Confidential Information of the Disclosing PARTY (other than as expressly permitted by this Agreement) shall immediately give rise to continuing irreparable injury to the Disclosing PARTY inadequately compensable in damages at law and without prejudice to any other remedy available to the Disclosing PARTY and shall entitle the Disclosing PARTY to seek injunctive relief.
- 3.5 If this Agreement is terminated, each PARTY Recipient shall cease to use the Confidential Information of the other PARTY, and will return all originals and copies or extracts, summaries and the like made therefrom to the Disclosing PARTY.

#### **Article 4 Term and Termination**

- 4.1 The term of this Agreement shall commence upon the receipt of payment of the annual fee of this TSA and shall continue until either party moves to terminate the contract, or after one year without a rental under this agreement.
- 4.2 Either PARTY may terminate this Agreement by prior written notice to the other PARTY. In the event of such termination, neither PARTY shall be liable to the other PARTY for any failure to perform or for any additional payment hereunder, except as may be due for outstanding transactions, and each PARTY shall bear its own costs and expenses incurred prior to such termination.
- 4.3 Alternatively, this Agreement shall end automatically after one year of activation without a rental invoice being issued to Party B.
- 4.4 Party A may cancel this Agreement should Party B engage a tank co-rental three times and not complete any transaction(s). Further, Party A may cancel this Agreement after three attempted verifications involving fraudulent documents.
- 4.5 Party B agrees to honor the integrity of all communications, forms, processes, and contracts by Party A, that Party B will not share such documents, nor will Party B or anyone associated or linked in any way to Party B modify, deface, or adapt any documents of Party A without express approval or direction of Party A. Parties agree that should evidence of such modification or



adaptation, regardless of the direct involvement of Party B or not, Party A may declare this agreement null and void and cancel it immediately with no recourse for Party B.

- 4.6 In the event of Termination, all obligations of either PARTY to the other under this Agreement shall cease.

## Article 5 Indemnification

- 5.1 PARTIES shall, at all times during the term of this Agreement and thereafter, indemnify, defend and hold harmless the other PARTIES and its affiliates, and the respective trustees, officers, employees, and agents and its affiliates, against all claims and expenses, including legal expenses and reasonable attorney's fees, arising out of the death of or injury to any person or persons resulting from the production, manufacture, sale, use, lease, consumption or advertisement of products, if any, assigned, licensed or otherwise provided or made available to Funder under this Agreement, unless such claim or expense is due to the sole and direct negligence of the other Partner.
- 5.2 Further, PARTIES agree to indemnify, defend, and hold harmless each other and its trustees, officers, employees, and agents from and against all losses, claims, damages, liabilities, or costs, as and when incurred, to which any such person may become subject or which are asserted against any of them, directly or indirectly. provided, however, that the PARTIES shall not be liable under the foregoing indemnity agreement in respect of any liability to the extent that such liability is found in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted primarily from other PARTIES gross negligence or willful misconduct in the performance of its duties under this Agreement.
- 5.3 PARTIES always, reserve the right to select and retain their own counsel, at their own expense, to represent each other's own interests in any such action.
- 5.4 Neither partner shall be liable to the other partner for any indirect, special, consequential, or punitive damages whatsoever, whether grounded in tort (including negligence), strict liability, contract or otherwise.

## Article 6 Use of Names

Except as expressly set forth herein, neither PARTY may identify the other PARTY (or any affiliate thereof) in any promotional advertising or other promotional materials to be disseminated to the public or any portion thereof or to use the name of any staff member, employee, or student or any trademark, service mark, trade name, or symbol or logo, or that is associated with it, without such other PARTY's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

## Article 7 Notices

- 7.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently served or given if left by hand, sent by electronic mail ("E-mail") facsimile or prepaid registered post at the address hereinafter given.
- 7.2 Any notice or communication hereunder which becomes effective in accordance with this clause after 4.00 p.m. on a business day in the place of receipt shall be deemed only to become effective on the next business day at 9 a.m.
- 7.3 In the case of a notice or communication sent by hand, it shall be deemed to have been received on the day it is delivered to and acknowledged by the recipient.
- (a) In the case of a notice or communication sent by prepaid registered post, it shall be deemed to have been received on the fifth (5th) day of dispatch for domestic mail and on the fifteenth (15<sup>th</sup>)



day of dispatch for overseas mail.

- (b) In the case of facsimile, it shall be deemed to have been received on the date of successful facsimile transmission as evidenced by the facsimile transmission confirming successful transmission.
- (c) In the case that the PARTIES exchange email messages, the email will be effective only when:
  - I. Received in readable form and in the English language; and
  - II. Upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail by the recipient or other written acknowledgment from the recipient)

7.4 In respect of communication or notices to be given by the PARTIES pursuant to clauses in this agreement, the following addresses and particulars shall be used:

**COMPANY A, PARTY A**

**Address** : **MEGA SOURCE TRADING INC.**  
5600 NW Central Drive Ste 207, Houston, TX 77092 USA  
**Telephone No** : +1 832-400-1450  
**Facsimile** : N/A  
**Email Address** : [ed@megasourcetrading.com](mailto:ed@megasourcetrading.com) & [dr.frank@megasourcetrading.com](mailto:dr.frank@megasourcetrading.com)  
**Attention of** : Mr. Edmond Ghassali & Dr. Frank Lawrence

**COMPANY B, Party B :**

**Address** :  
**Telephone No** : + #  
**Facsimile** : + #  
**Email Address** :  
**Attention of** :

No change in the address for service howsoever brought about shall be effective or binding on the other unless actual notice of such change has been given.

**Article 8 Dispute Resolution**

- 8.1 The PARTIES shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between officials of each PARTY who have authority to settle the controversy.
- 8.2 If the matter has not been resolved by negotiation within thirty (30) days, the PARTIES shall attempt in good faith to settle the dispute by mediation in Texas, USA
- 8.3 If the matter has not been resolved by mediation within ninety (90) days of the initiation of such procedure, or if either PARTY will not participate in mediation, then the PARTIES may pursue all legal and equitable rights.
- 8.4 Each of the PARTIES reserve the right to recover any damages and/or consequential loss or damage due to default of the other PARTY.  
Venue for any such proceeding shall be in the state or federal courts serving Texas, USA

**Article 9 Choice of Law**

This Agreement shall be construed and interpreted in accordance with the laws of Texas, USA without regard to that state's provisions regarding the conflict of laws.

**Article 10 Severability**

If any of the provisions of this Agreement are void or unenforceable, the remaining provisions shall nevertheless be effective.

#### **Article 11 Counterparts**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

**AGREEMENT SIGNATURES NEXT PAGE**

**SECOND SIGNATURE REQUIRED AFTER NDA**

**SAMPLE**

**IN WITNESS WHEREOF, authorized representatives of the PARTIES hereto have executed this JOINT VENTURE Agreement**

For Mega Source Trading, Inc.	For	For
Signature and Seal	Signature and Seal	Signature and Seal
Name, title: Frank Lawrence, COO	Name, title:	Name, title:
Date:	Date:	Date:

**Appendix A NDA: Please read and sign below**

**THIS NON-DISCLOSURE AGREEMENT** (hereinafter referred to as “**Agreement**”) is made

**BETWEEN**

**Mega Source Trading Inc (PARTY A)** duly established and validly existing under the Laws of United States of America with offices at 2600 NW Central Drive Ste 207, Houston, TX 77092 USA with company registration number 804149927, represented by its COO, Frank Lawrence herein known as **PARTY A**

**AND**

, **Company B**, duly established and validly existing under the Laws of with offices at with company registration number represented by its director, herein known as **PARTY B**.

**WHEREAS:**

- A. The PARTIES are desirous of entering into discussions for the Purpose set forth in the main agreement above.
- B. The Receiving PARTY acknowledges and agrees that the Disclosing PARTY might share, with the Receiving PARTY for the Purpose, information that the Disclosing PARTY considers to be proprietary and confidential to the Disclosing PARTY and its Related Companies.
- C. This Agreement is intended to bind the PARTIES and:
  - i. prevent the disclosure of the Confidential Information
  - ii. prevent the use of the Confidential Information for reasons other than carrying out the Purpose; and
  - iii. for the preservation of the confidentiality of the Confidential Information upon the terms and conditions as defined hereinafter.

The PARTIES hereby agree as follows: -

**1. DEFINITIONS**

In this Agreement unless the context otherwise requires the following expressions shall have the meaning respectively assigned to them:

“**Agreement**” means this Non-Disclosure Agreement together with any appendices attached hereto.

**“Confidential Information”** shall include (but is not limited to):

- (a) all information and documents related to the assets, shares, intellectual property, trademarks, trade names, service marks, service names, logos, emblems, slogans, industrial designs, patents, copyrights, trade secrets, know how, products, financial, marketing, economics, commercial and strategic reports, information on territories of distribution, distributor prices, corporate and product information and all copies, reproductions, reprints and translations thereof (inclusive of in the form of photographs, video and/or CD filming, digital images, drawings, designs, CAD Data) supplied by the Disclosing PARTY to the Receiving PARTY in connection with and in the course of the Purpose;
- (b) information and material demonstrated and furnished by the Disclosing PARTY to the Receiving PARTY in connection with the Purpose verbally or in any other mode which may reasonably be regarded by the Disclosing PARTY as confidential regardless of whether these have been explicitly or tacitly identified as being secret or confidential. Any information which was expressly named or marked as being confidential shall in any case be deemed to be Confidential Information in the sense of this Agreement
- (c) all the above information relating to the Disclosing PARTY and/or its Related Companies; and
- (d) any information disclosed by the Disclosing PARTY to the Receiving PARTY in connection with the Purpose whether before or after the date of this Agreement

**“Related Companies”** means a company which is associated or related to the Disclosing PARTY including but not limited to:

- a) the holding company of the Disclosing PARTY
- b) the subsidiary company of the Disclosing PARTY
- c) can associate company of the Disclosing Company
- d) a company that is directly or indirectly controlled by the Disclosing PARTY
- e) a company that is related to the Disclosing Company by reason of both the Disclosing PARTY and the company being, directly or indirectly, controlled by or under the common control of a third PARTY
- f) a company that directly or indirectly controls the Disclosing PARTY; and/or
- g) a company from which the Disclosing PARTY receives support services. The words “holding company” and “subsidiary” shall have the same meaning as prescribed to them in the Companies Act 2016.

**“Specified Person(s)”** means either PARTY’s employees, officers, and directors.

**“Third PARTY(ies)”** means any person, including reference to a corporation, body corporate, association, or Partnership, who is not a PARTY to this Agreement.

## 2. REPRESENTATIONS & WARRANTIES

2.1 The Receiving PARTY hereby acknowledges that the Disclosing PARTY and/or its Related Companies are the owners of the Confidential Information. The Receiving PARTY further agrees and acknowledges that where the Confidential

Information disclosed is that of the Disclosing PARTY’s Related Companies, for all intent and purposes the Related Companies may enforce the benefits of this Agreement against the Receiving PARTY.

2.2. The Receiving PARTY agrees that such Confidential Information shall be treated by the Receiving PARTY as strictly confidential and that the Receiving PARTY will be subjected to the following obligations:

- a) The Receiving PARTY undertakes
  - (i) not to disclose the Confidential Information, or any information derived therefrom to any Third PARTY and to use all reasonable efforts to prevent any such disclosure;

(ii) to restrict disclosure of the Confidential Information solely to the Specified Persons who have a specific need to know and/or have access to such information and material for the purpose of preparing or performing the agreed Purpose. Each of the Specified Persons shall be bound by the confidentiality obligations contained herein. This applies to all Specified Persons irrespective of the legal nature of their employment.

- b) The Receiving PARTY undertakes to inform and make aware the terms and conditions set out herein to any of its Specified Persons who have specific need to know and/or have access of the Confidential Information.
- c) The Receiving PARTY shall not circulate, use, sell, deal in, or otherwise appropriate the disclosed Confidential Information in any way whatsoever including and without limitation through adaptation, redesign, or modification of the Confidential Information through any type of media.
- d) The Receiving PARTY shall not use the Confidential Information for its own or any Third PARTY's purpose other than in pursuit of the Purpose stated herein.
- e) All Confidential Information transmitted or furnished by the Disclosing PARTY to the Receiving PARTY and copies made thereof shall be returned or otherwise disposed of by the Receiving PARTY if requested to do so by the Disclosing PARTY and the Receiving PARTY shall not at any time make copies of the Confidential Information without the Disclosing PARTY's express written consent unless permitted under this Agreement.
- f) The Receiving PARTY further agrees not to make or procure or permit a Third Party to make an announcement in respect of the Confidential Information.
- g) The Receiving PARTY shall ensure that none of its Specified Persons conduct themselves in a manner which would constitute a breach of obligations under this clause 2.
- h) EXCEPTIONS

The obligation of non-disclosure and confidence shall not apply to any of such information and/or detail that is:

- I. known to the Receiving PARTY before being obtained or derived from the Disclosing PARTY, without being in breach of any confidentiality obligations
- II. available to the public other than because of a breach of this Agreement by the Receiving PARTY
- III. disclosed by operation of law or pursuant to legal, judicial, or administrative proceeding or by governmental or regulatory authority provided that the Receiving PARTY notifies the Disclosing PARTY of such requirement within seven (7) days before such disclosure, to enable the Disclosing PARTY to take the necessary steps to protect the interests of the Disclosing PARTY, or
- IV. has been independently developed by the Receiving PARTY.

In respect of clause 2.2 h, any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge and a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

2.3 The Receiving PARTY acknowledges that in the event of any breach of this Clause 2 by the Receiving PARTY or its Specified Persons, the Disclosing PARTY may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Receiving PARTY acknowledges that the Disclosing

PARTY will be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Clause 2 in addition to all other remedies available to the Disclosing PARTY under law.

3. **RELATIONSHIP OF THE PARTIES**

No provision of this Agreement shall be construed as creating a Partnership or fiduciary relationship between the PARTIES hereto. No provision of this Agreement is deemed to constitute either PARTY as the legal representative or agent of the other PARTY for any purpose whatsoever. Neither PARTY shall have any right or authority to assume, create or incur any liability or obligation of any kind expressed or implied in the name or on behalf of the other PARTY.

4. **NO RIGHTS GRANTED**

4.1 Nothing contained in this Agreement shall be construed as granting or conferring on the Receiving PARTY any rights, by license or otherwise, to reproduce or use in any other manner any Confidential Information disclosed hereunder by the Disclosing PARTY or pertaining to the Purpose, except other than to enable the Receiving PARTY to carry out the process of evaluating the Purpose.

4.2 Further to the above, the Receiving PARTY agrees that nothing in this Agreement nor the disclosure of the Confidential Information hereunder grants the Receiving PARTY any license, interest or right in respect of any intellectual property rights of the Disclosing PARTY.

5. **OWNERSHIP OF CONFIDENTIAL INFORMATION**

5.1. The Confidential Information shall remain the exclusive property of the Disclosing PARTY and the Related Companies. The Receiving PARTY agrees that the Confidential Information disclosed under this Agreement is being received subject to the Disclosing PARTY's and the Related Companies ownership rights in such Confidential Information and further subject to all relevant intellectual and proprietary rights of the Disclosing PARTY and the Related Companies.

5.2. The Receiving PARTY shall treat the Confidential Information as it would treat its own confidential information and shall not without the Disclosing PARTY's prior written consent, disclose, publish, use or in any way exploit or permit to be disclosed, published, used or exploited, all or any part of the Confidential Information in any way whatsoever to or for any Third PARTY, person, corporation including and without limitation through adaptation, redesign or modification of the Confidential Information or through any type of media. The Receiving PARTY shall undertake to prevent the unauthorized disclosure, publication, use or exploitation of the Confidential Information.

5.3. Non-Circumvention: The parties will not in any manner, solicit, nor accept any business in any manner from sources which were made available through this agreement, without the express written authorization of the party who made available the source.

5.4. The parties will maintain complete confidentiality regarding each other's business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written Permission of this party who made available the source.

5.5. The Receiving PARTY acknowledges that in the event of any breach of this Clause 5, by the Receiving PARTY or its Specified Persons, the Disclosing PARTY may suffer substantial loss and damage which monetary damages cannot adequately remedy. The Receiving PARTY acknowledges that the Disclosing PARTY will be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Clause 5 in addition to all other remedies available to the Disclosing PARTY under law.

6. **ASSIGNMENTS AND TRANSFER**

Except with the prior written approval of the other PARTY, neither PARTY shall assign or transfer the



benefits or obligations of this Agreement or any part thereof.

**7. RETURN OF INFORMATION AND PROPERTY**

Upon the written request of the Disclosing PARTY, the Receiving PARTY shall immediately return to the Disclosing PARTY all documents and other materials containing the Confidential Information given to the Receiving PARTY and all records thereof. All copies made must be destroyed or returned and all data recorded must be deleted. Return (or destruction, if applicable) shall be not only of all such documents and other materials, but also of any copies thereof and any other documents created by the Receiving PARTY that may include such Confidential Information. Such destruction of Confidential Information by the Receiving PARTY shall be certified in writing to the Disclosing PARTY.

**8. SURVIVAL OF CONFIDENTIALITY OBLIGATION**

The confidentiality obligation set forth herein shall survive the completion of the Purpose and shall remain binding for as long as the Confidential Information has not become part of the public domain.

**9. SEVERABILITY**

9.1 If any of the provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal and/or unenforceable, in whole or part, under the present or future laws, such provision shall be

deemed to be deleted from this Agreement as if it had never formed a part hereof and the remaining provisions of this Agreement shall remain in full force and effect. Upon such determination that provision is invalid, illegal or incapable of being enforced, the PARTIES hereto shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the PARTIES as closely as possible, to the fullest extent permitted by applicable laws.

**10. EFFECT OF WAIVER**

No waiver of any default, condition, provision, or breach of this Agreement shall be deemed to imply or constitute a waiver of any other like default, condition, provision, or breach of this Agreement.

**11. ENTIRE AGREEMENT AND AMENDMENTS**

11.1 This Agreement constitutes the entire understanding between the PARTIES with respect to the subject matter herein and supersedes all previous agreements, whether written or oral, relating to the subject matter.

11.2 Upon execution of this Agreement, the PARTIES mutually agree that this Non-Disclosure Agreement executed between the PARTIES shall be deemed as immediately terminated and shall cease to have any further effect whatsoever.

11.3 Any amendments to this Agreement shall be effective only if it is made in writing and signed by an authorized representative of both the Receiving PARTY and Disclosing PARTY.

**12. FUTURE AGREEMENT AND TERMS**

12.1 If the PARTIES agree to proceed with any future arrangement upon the successful completion of the Purpose herein, the PARTIES shall enter into one or more definitive agreement(s) as mutually agreed between the PARTIES ("Definitive Agreements"). The PARTIES agree that the Definitive Agreements shall, amongst others, contain confidentiality provisions like those contained herein, intellectual property rights clauses, warranty clauses, liability clauses and such other terms as mutually agreed between the PARTIES. The PARTIES agree that the terms of this Agreement shall terminate on the execution of the Definitive Agreements between the PARTIES.

12.2 If the PARTIES do not proceed with any future arrangement upon completion of the Purpose herein and/or the Definitive Agreements are not executed between the PARTIES, the confidentiality obligations herein shall survive the completion of the Purpose and shall remain binding for as long as the Confidential Information has not become part of the public domain.

### 13. PUBLIC COMMUNICATION

The Receiving PARTY agrees that public communication regarding the Agreement or the Purpose shall not be undertaken without the prior written approval of the Disclosing PARTY.

### 14. NOTICE

14.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently served or given if left by hand, sent by electronic mail ("E-mail") facsimile or prepaid registered post at the address hereinafter given.

14.2 Any notice or communication hereunder which becomes effective in accordance with this clause 14.2 after 4.00 p.m. on a business day in the place of receipt shall be deemed only to become effective on the next business day at 9 a.m.

- a) In the case of a notice or communication sent by hand, it shall be deemed to have been received on the day it is delivered to and acknowledged by the recipient
- b) In the case of a notice or communication sent by prepaid registered post, it shall be deemed to have been received on the fifth (5th) day of dispatch for domestic mail and on the fifteenth (15th) day of dispatch for overseas mail.
- c) In the case of facsimile, it shall be deemed to have been received on the date of successful facsimile transmission as evidenced by the facsimile transmission confirming successful transmission.
- d) In the case of email made between the PARTIES, the Email will be effective only when:
  - I. received in readable form and in the English language; and
  - II. upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail by the recipient or other written acknowledgment from the recipient)

14.3 In respect of communication or notices to be given by the PARTIES pursuant to clause 14.1, the following addresses and particulars shall be used: Pls refer clause 7.4 on page 9.

14.4 No change in the address for service howsoever brought about shall be effective or binding on the other unless actual notice of such change has been given.

### 15. DISCLAIMER

All Confidential Information disclosed by the Disclosing PARTY is disclosed on an "AS IS" basis. The Disclosing PARTY shall not be liable for any damages arising out of use of the Confidential Information, and the use of such Confidential Information is at the Receiving PARTY's own risk.

### 16. COST

Each PARTY shall bear its own cost and expenses incurred and arising out of the preparation of this Agreement.

### 17. NO LICENSE

17.1 No license, whether express or implied, in the Confidential Information is granted by the Disclosing PARTY to the Receiving PARTY to use the Confidential Information other than in the manner and to the

extent authorized by this Agreement.

17.2 The Receiving PARTY understands and agrees that it is not allowed to sell, develop or otherwise exploit any parts, products, services, documents or information which embody in whole or in part any Confidential Information, except as contemplated by this Agreement.

## 18. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

## 19. GOVERNING LAW AND SETTLEMENT OF DISPUTES

19.1 This Agreement shall in all respect, including all matters of construction, validity and performance be governed by, construed, and enforced exclusively in accordance with the laws of the Texas, USA

19.2 Specifically, for the purposes of this Agreement, the PARTIES agree that all disputes or differences whatsoever on any issue of construction or effect, any rights, duties, and liabilities of the PARTIES under this Agreement, or any matter arising out of or in connection with this Agreement, shall be:

- (a) notified by one PARTY to the other in writing immediately and such written notice shall be deemed as the dispute notice
- (b) upon issuance of the said dispute notice, the PARTIES shall negotiate in good faith to resolve the matter and such negotiation shall be concluded within thirty (30) days from the date of the dispute notice; or
- (c) if such good faith negotiation shall have failed to conclude any form of amicable settlement between the PARTIES, or that no conclusive solution could be achieved at the expiration of the said thirty (30) days, such dispute or difference shall be subjected to the exclusive jurisdiction of the courts of Texas, USA.

IN WITNESS WHEREOF the PARTIES hereunto set their hand the day and year written below.

For Mega Source Trading, Inc.	For	For
Signature and Seal	Signature and Seal	Signature and Seal
Name, title: Frank Lawrence, COO	Name, title:	Name, title:
Date:	Date:	Date:

## APPENDIX B

### BANKING DETAILS OF THE RECEIVING PARTIES

#### PARTY A – MEGA SOURCE TRADING INC

Bank Name	xx
Bank Address	xx
Account Name	xx

Account No.	xx
SWIFT Code	xx
Bank Officer	xx
Bank Telephone	xx
Bank Fax	xx

## PARTY B

Bank Name	
Bank Address	
Account Name	
Account No.	
SWIFT Code	
Bank Officer	
Bank Telephone	
Bank Fax	

### APPENDIX C: RELATED PARTICIPATING COMPANIES / SUBSIDIARIES OF PARTY B

For future use to add financing partners, co-sellers, etc.

Party B may split costs with these parties, but Party B remains the responsible paying party under this agreement.

COMPANY NAME	ADDRESS	OFFICER	PHONE/FAX	EMAIL	REGISTRATION#

### APPENDIX D: Sample Verification Products Comparison Sheet

#### COMPARE OUR **Tru-Tanks™** TANK VERIFICATION PRODUCTS

Please do not fill in the sample form below

#### Product

1. Tru-Tanks™ **PRE-V**
2. Tru-Tanks™ **PRE-V+**

#### Description

Pre-Transaction "Eyes On" Documentary Tank Terminal Verification  
Pre-V plus dip on standby for execution after successful verification

3. *Tru-Tanks™* **FULL DIP** Complete, immediate documentary verification and dip ordered at once

### COMPARISON

	PRE-V	PRE-V +	FULL DIP
<b>PRICE</b>	<b>US\$5800</b>	<b>US\$7800</b> (Cr \$1200 on successful test & dip payment)	<b>Ask for estimate</b>
<b>SERVICE</b>			
Dip and full lab analysis + Q&Q Report			✓
Dip and lab test if documents verify		✓	✓
6-hour Pre-V report	✓	✓	
24-hour response		✓	✓
<b>DETAILS</b>			
Inspect docs for tampering	✓	✓	✓
Addresses, phones verified	✓	✓	✓
Names verified	✓	✓	✓
Interpol check	✓	✓	✓
Ministry of Energy check	✓	✓	✓
Physical visit to terminal	✓	✓	✓
ATV verified	✓	✓	✓
Tank barcode scanned/matched to docs	✓	✓	✓
Quantity verified on gauges	✓	✓	✓
Tank seals inspected for tampering			
Ownership verified	✓	✓	✓
Stamped terminal certification	✓	✓	✓
Proceed to dip		✓*	✓

\*NOTE: Dip / lab analysis performed immediately after documents are proved. Dip post-billed.

- All products available at ports of Houston and Rotterdam. Other ports on request.
- All products require pre-payment via our payment portal. See Pre-V+ NOTE, above.
- All products require a DTA and ATV from titled seller as minimum documentation.  
Any additional documentation you share with us always helps our inquiry.
- All products include registration with INTERPOL, on your behalf, of fraudulent offers that we may discover.

### APPENDIX E – Sample Verification and Tank Reservation Request Form

**Please do not fill in the sample form below**

I am interested in (check as many as apply)

- **Pre-V Fuel** *Tru-Tanks™* Tank pre-verification service **US\$5800**
- **Pre-V + Contingent** *Tru-Tanks™* Q&Q dip/lab service **US\$7800** (\$1200 credited on final billing after successful dip)
- **Full Q&Q** *Tru-Tanks™* service **Estimated for each request.**
- **Tank Rental** **Estimated for each request near to intended rental period.**

All services pre-paid and no return fees, except as noted

**SERVICE, PLACE, DATE REQUEST**  
**Please do not fill in the sample form below**

Minimum docs required: DTA, ATV (with geo coordinates for verification)

**Request #1**

Place of Service	<input type="radio"/> Houston <input type="radio"/> Rotterdam Other:	<b>Service (Check one)</b> <input type="radio"/> Pre-V <input type="radio"/> Pre-V+ <input type="radio"/> Full Dip/Lab <input type="radio"/> Rental
Fuel	<input type="radio"/> Jet <input type="radio"/> ULSD <input type="radio"/> EN590 <input type="radio"/> Marine fuel Other:	
Quantity (#)	#:	<input type="radio"/> Bbl <input type="radio"/> Gal <input type="radio"/> MT
Date(s) of service requested		
Documents		

**Request #2**

Place of Service	<input type="radio"/> Houston <input type="radio"/> Rotterdam Other:	<b>Service (Check one)</b> <input type="radio"/> Pre-V <input type="radio"/> Pre-V+ <input type="radio"/> Full Dip/Lab <input type="radio"/> Rental
Fuel	<input type="radio"/> Jet <input type="radio"/> ULSD <input type="radio"/> EN590 <input type="radio"/> Marine fuel Other:	
Quantity (#)	#:	<input type="radio"/> Bbl <input type="radio"/> Gal <input type="radio"/> MT
Date(s) of service requested		
Documents		

**Procedure:**

1. Submit this form.
2. Receive quote
3. Deposit funds for verification or verification + storage or storage, only.
4. PARTY A runs verification
5. On successful verification, implement rent for specified period

We require verification before activation of your rental. All payments are final.

**APPENDIX F PARTY A – KYC—Continuation of Sample Order Form**  
**Please do not fill in the sample form below**

Registered Company Name		
Registered Address		



Address of Head Office		
Country of Incorporation		
Incorporation Date		
Company Registration Number		
State/Province		
Primary Contact Name		
Mr/Mrs/Ms/Dr/Other		
Primary Contact Business Title		
Contact Phone Number		<input type="radio"/> This is a mobile phone
Fax Number		
Email Address		
Website		
Type of Business		
Bank Name		
Swift		
Bank Branch Address		
Beneficiary Account Name		
Name of Bank Account Manager		
Bank Contact Details	Phone	Email
Your name (if different from contact)		
Your phone		<input type="radio"/> This is a mobile phone
Email		

**APPENDIX G INSERT PARTY A – COMPANY REGISTRATION CERTIFICATE**

**SAMPLE**

**APPENDIX H INSERT PARTY B – COMPANY REGISTRATION CERTIFICATE**

**SAMPLE**

**APPENDIX I**  
**TRANSACTION FLOWCHART**

