

INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400/500/600)

**NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

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# SELLER:

**BUYER:**

**DATE:**

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| --- | --- |
| **CONTRACT CODE // CODIGO CONTRATO:** |  |
| **SELLER’S CODE // CODIGO DEL**  **VENDEDOR:** |  |
| **BUYER’S CODE //**  **CODIGO DEL COMPRADOR:** |  |
| **PRODUCT //**  **PRODUCTO:** |  |
| **CONTRACT QUANTITY:** |  |
| **PRICE// PRECIO:** |  |
| **CONTRACT PERIOD // PERIODO DE**  **CONTRATO:** |  |
| **DESTINATION // DESTINO:** |  |
| **PAYMENT TERM //**  **TERMINOS DE PAGO:** |  |
| **SELLER’S NAME:** |  |
| **SELLER’S SIDE REPRESENTATIVE:** |  |
| **BUYER’S NAME:** |  |
| **BUYER’S SIDE REPRESENTATIVE** |  |



**BUYERS INITIAL**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**



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| **NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)** | **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)** |
| **WHEREAS** the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.  **WHEREAS** the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as “Affiliates”).  **NOW THEREFORE** in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:   1. **TERMS AND CONDITIONS**    1. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and,    2. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source, and,    3. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected.    4. That they will not disclose **names, addresses, e-mail address, telephone and tele-fax or telex numbers** to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and    5. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by | **We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SELLER) the undersigned** herewith referred as the Buyer, under penalty of perjury do hereby irrevocably confirm and irrevocably accept to pay all intermediaries and fee holders at the same time and in a manner as the seller is being paid for each and every transaction of this contract up to the completion of the contract plus rollovers and extensions and in accordance with the bank details to be specified in the hard copies of this contract.  **We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SELLER)**, irrevocably confirm that we will order and direct our bank to endorse automatic payment orders to the beneficiaries named below; furthermore, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**SELLER)**, confirm that all pay orders shall automatically transfer funds as directed into each beneficiaries designated bank account 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 and/or TT issued by the buyer has been drawn down at the counters of the issuing bank.  **We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SELLER)**, agrees to provide all beneficiaries with **written evidence** of the pay orders lodged with our bank together with acknowledgements of their acceptance. Furthermore, our bank shall be instructed to provide duly signed and stamped acknowledgement of this instruction as set out in the annex. Forming part of this agreement. It is understood that for the purposes of this Master Fee Protection Agreement, our bank shall be the same bank and this IMFPA acts as an integral part of it.  **We the undersigned** being \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**SELLER)** or the buyer named legally authorized representative as stated within the signed and legally binding main transaction, contract unconditionally agree and undertake to approve and originate all payments in **USD currency** to all beneficiaries named below as their rightful and payable commissions. This agreement also acts as a record confirming the commission amounts for each named beneficiary as set out below: -  **TOTAL COMMISSION SHALL BE PAID BY THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(SELLER) AS FOLLOWS: -**  The amount should be settled as herein stated to be transferred into the account as follows:   1. **xxxxxxxx Seller Team**   **2. xxxxxxx Buyers Team** |





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| one of the   1. Parties to this agreement, unless written permission has been obtained from the other party (ies) to do so. For the sale of this agreement, it does not matter whether information obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause. 2. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue. 3. All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed. 4. This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in **All Commonwealth Countries, European Union Countries, USA Courts**, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of states will apply. 5. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for **two (2) years from last date of signing**. 6. **AGREEMENT TO TERMS**    1. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. Agreement **enforceable and admissible** for all purposes as may be necessary under the terms of the Agreement.    2. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature. | **TERM & CONDITIONS:** This master fee protection agreement covers the initial contract and shall include any renewals, extensions, rollovers, additions or any new or transfer contract any how originated from this transaction because of the above intermediaries or changing codes of the initial contract entered into between the **BUYER** and **SELLER**.  This master fee protection agreement and any subsequently issued pay orders shall be assignable, transferable and divisible and shall not be amended without the express written and notarized consent of the receiving beneficiary. All parties agree neither to circumvent nor to attempt circumvent either for the transaction of this current contract or in the future for a period of five (5) years from the date of the execution of this fee protection agreement. This document binds all parties, their employees, associates, transferees and assignees or designees.  All faxed and/or e-mailed signatures shall be considered as original signatures for the purpose of binding all parties to this agreement. This document may be signed & in any number of counterparts all of which shall be taken together and shall constitute as being one & the same instrument.  Any party may enter into this document and the agreement constituted thereby by signing any counterpart any time, date or period mentioned in any provision of this document shall only be amended by agreement in writing and signed off by all parties concerned.  Furthermore, we agree that any and all commissions due shall be paid to the beneficiary as a result of any extension or rolls of the contract and that we shall effect all necessary documentation with our bank without any undue delays to ensure such commissions and paid within the terms of the agreement.  **PARTIAL INVALIDITY:**  The illegality, invalidity and non-enforceable provision of this document under the laws of any jurisdiction shall not affect its illegality, validity or enforceability under the law of any other jurisdiction or provision.  **GOVERNING LAW AND JURISDICTION:**  This document shall be governed & construed in accordance with current English or **I.C.C 400/500/600** signed between partners NCND laws.  **ARBITRATION:**  All parties agree to refer any disputes between the parties arising out of or in connection with this agreement including any questions regarding its existence, validity or termination to arbitration rules of the international arbitration center (I.A.C). The appointed arbitrator shall hold the proceedings in any country chosen by the parties and the rules of the IAC  shall apply. |





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|  | This document is signed and accepted by parties named below as to be included in the main contract. |
| **AGREEMENT TO HONOR COMMISSIONS**  BUYER's official Representative being identified herein this Pay Order will be guaranteed to be paid by the BUYER of the full Commissions, fees, compensation or remuneration to be paid as part of each separate and/or different transaction covering “The Parties” to this agreement, and shall be agreed upon by separate written agreement by “The Parties” and also a legal approved and chosen Paymaster to be paid at the time such contract designated, concluded or monies changing hands between this BUYERs and each different BUYERs being provided between BUYER and BUYER See <http://www.iccwbo.org/about-icc/policy-commissions/>.  BUYER must agree to sign Pay Order endorsed by its Bank with the agreed and chosen Paymaster, on each separate transaction with different BUYERs that will be provides to BUYER's through BUYER's official Representative being identified herein.  “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.  **GOVERNING LAW AND JURISDICTION**  This document shall be governed & construed in accordance with current English language or I.C.C and NCND laws, INTERNATIONAL CHAMBER OF COMMERCE ( I.C.C 619/664 ) NON-CIRCUMVENTION, NON DISCLOSURE & WORKING AGREEMENT and/or Jurisdiction to be fully invoked in U.S. Courts it is permitted and agreed by signature of SELLER in the herein document.  **AGREEMENT TO INFORM**  In specific deals where one of “The Parties” acting as an agent allows the BAYER’s or BUYER’s mandate, and the BUYER to deal directly with one another, the agent shall be informed of the development of the transactions by receiving copies of the correspondence made between the BUYER or BUYER’s mandate and the SELLER. This agreement shall apply to: All transactions originated during the term of this agreement. All subsequent transactions that are follow up, repeat, extended or renegotiated transactions of transactions originated during the term of this agreement.  **“Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)”**  **EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)**   1. EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any   provisions of this Contract. As applicable, this agreement shall be: -  Incorporate U.S. Public Law 106-229, ‘‘Electronic Signatures in Global & National Commerce Act’’ or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)   1. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT). 2. 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. | |

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| **ACUERDO DE NO CIRCUNVENCIÓN, NO DIVULGACIÓN Y TRABAJO (NCNDA)** | **ACUERDO MAESTRO IRREVOCABLE DE PROTECCION DE CUOTAS (IMFPA)** |
| **CONSIDERANDO** que los abajo firmantes desean celebrar este Acuerdo para definir ciertos parámetros de las futuras obligaciones legales, están obligados por un deber de confidencialidad con respecto a sus fuentes y contactos. Este deber está de acuerdo con la Cámara de Comercio Internacional.  **CONSIDERANDO** que el abajo firmante desea entablar una relación comercial de trabajo para el beneficio mutuo y común de las partes del presente, incluidos sus afiliados, subsidiarias, accionistas, socios, empresas conjuntas, socios comerciales y otras organizaciones asociadas (en adelante denominados "Afiliados”)  **AHORA POR LO TANTO** en consideración de las promesas, afirmaciones y convenios mutuos en este documento y otras consideraciones buenas y valiosas, cuyos recibos se reconocen por el presente, las partes acuerdan lo siguiente:   1. **TERMINOS Y CONDICIONES**    1. Las partes de ninguna manera solicitarán, ni aceptarán negocios de ninguna manera de fuentes o sus afiliados, qué fuentes se pusieron a disposición a través de este acuerdo, sin el permiso expreso de la parte que puso a disposición la fuente y,    2. Las partes mantendrán una confidencialidad completa con respecto a las fuentes comerciales de cada uno y / o sus Afiliadas y divulgarán dichas fuentes comerciales solo a las partes nombradas de conformidad con el permiso expreso por   escrito de esta parte que puso a disposición la fuente, y | Por lo tanto**, los abajo firmantes, referidos** como, bajo pena de perjurio, confirmamos irrevocablemente y aceptamos irrevocablemente pagar a todos los intermediarios y titulares de tarifas al mismo tiempo y de la forma en que se paga al vendedor por cada transacción de este contrato hasta la finalización del contrato más reinversiones y extensiones y de acuerdo con los detalles bancarios que se especificarán en las copias impresas de este contrato.  **Nosotros, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(VENDEDOR).**, confirmamos irrevocablemente que ordenaremos y direccionaremos a nuestro banco para respaldar las órdenes de pago automático a los beneficiarios mencionados a continuación; Además, **nosotros, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(VENDEDOR)**, confirmamos que todas las órdenes de pago transferirán automáticamente los fondos como se indica a la cuenta bancaria designada de cada beneficiario El día de la fecha de cierre y finalización de cada uno de los envíos del producto durante el plazo del contrato más cualquier / o extensiones y renovación del contrato especificado. Confirmamos que se considerará que el cierre y la finalización de cada envío tienen lugar cuando el producto sea entregado y totalmente pagado por parte del comprador.  Nosotros, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(**VENDEDOR)**, acepta proporcionar a todos los beneficiarios evidencia escrita de las órdenes de pago presentadas en nuestro banco junto con los reconocimientos de su aceptación. Además, nuestro banco recibirá instrucciones de proporcionar un reconocimiento **debidamente firmado y sellado** de esta instrucción como se establece en el anexo. Formando parte de este acuerdo. Se entiende que para  los propósitos de este Acuerdo de Protección de Cuota |





**BUYERS INITIAL**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**

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| 1. Que no participarán en ninguna de las transacciones que las partes desean realizar y hacer, en la medida de sus capacidades, le asegurarán a la otra que los códigos de transacción establecidos no se verán afectados. 2. Que no revelarán **nombres, direcciones, direcciones de emails, teléfonos y faxes o números TELEX o telefax** a cualquier contacto de cualquiera de las partes con terceros y que cada uno reconozca dichos contratos como propiedad exclusiva de las respectivas partes y no entablarán negociaciones o transacciones directas con dichos contratos revelados por la otra parte y 3. Que además se comprometen a no realizar transacciones comerciales con bancos, inversores, fuentes de fondos u otros organismos, cuyos nombres hayan sido proporcionados por uno de los 4. Partes de este acuerdo, a menos que se haya obtenido un permiso por escrito de la (s) otra (s) parte (s) para hacerlo. Para la venta de este acuerdo, no importa si la información se obtuvo de una persona física o jurídica. Las partes también se comprometen a no hacer uso de un tercero para eludir esta cláusula. 5. Que en caso de elusión de este Acuerdo por cualquiera de las partes, directa o indirectamente, la parte evadida tendrá derecho a una multa monetaria legal igual al servicio máximo que debe realizar de dicha transacción más todos los gastos, incluidos pero no se limita a todos los costos y gastos legales incurridos para recuperar los ingresos perdidos. 6. Todas las consideraciones, beneficios, bonificaciones, cuotas de participación y / o comisiones recibidas como resultado de las contribuciones de las partes en el Acuerdo, en relación con todas y cada una de las transacciones se asignarán según lo acordado mutuamente. 7. Este Acuerdo es válido para todas y cada una de las transacciones entre las partes en este documento y se regirá por la ley aplicable en todos los tribunales de los países de la Commonwealth, los países de la Unión Europea, EE. UU., O según la ley suiza en Zúrich, en caso de disputa, el arbitraje se aplicarán las leyes de los estados**.** 8. Las partes firmantes aceptan la jurisdicción seleccionada como el lugar exclusivo. La duración del Acuerdo se perpetuará durante **dos (2) años a partir de la última fecha de la firma.** | Maestra, nuestro banco será el mismo banco y este IMFPA actúa como parte integral del mismo.  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(VENDEDOR), los abajo firmantes**, somos el **Comprador** o el comprador nombrado representante legalmente autorizado como se indica en la transacción principal firmada y legalmente vinculante, el contrato acuerda incondicionalmente y se compromete a aprobar y originar todos los pagos en USD a todos los beneficiarios mencionados a continuación como sus comisiones legítimas y pagaderas. Este acuerdo también actúa como un registro que confirma los montos de las comisiones para cada beneficiario nombrado como se establece a continuación:  **LA COMISIÓN TOTAL SERÁ PAGADA POR EL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(VENDEDOR) SEGÚN LO SIGUIENTE: -**  El monto debe liquidarse como se indica en este documento para ser transferido a la cuenta de la siguiente manera:   1. **xxxxxxxx Seller Group**   **2. xxxxxxxx Buyers Group**  **TERMINOS Y CONDICIONES:**  Este acuerdo de protección de tarifa maestra cubre el contrato inicial e incluirá cualquier renovación, prórroga, reinversión, adición o cualquier contrato nuevo o de transferencia que se origine de esta transacción debido a los intermediarios anteriores o los códigos cambiantes del contrato inicial celebrado entre el **COMPRADOR** y **VENDEDOR.**  Este acuerdo de protección de tarifa maestra y cualquier orden de pago emitida posteriormente será asignable, transferible y divisible y no se modificará sin el consentimiento expreso por escrito y notariado del beneficiario receptor. Todas las partes acuerdan no eludir ni intentar eludir ni la transacción de este contrato actual ni en el futuro por un período de dos (2) años a partir de la fecha de ejecución de este acuerdo de protección de tarifas. Este documento vincula a todas las partes, sus empleados, asociados, cesionarios y cesionarios o designados.  Todas las firmas enviadas por fax y / o correo electrónico se considerarán firmas originales con el propósito de obligar a todas las partes de este acuerdo. Este documento puede estar firmado y en cualquier número de contrapartes, todos los cuales se tomarán juntos y constituirán uno y el mismo instrumento.  Cualquier parte puede firmar este documento y el acuerdo constituido por el mismo mediante la firma de cualquier contraparte en cualquier momento, fecha o período mencionado en cualquier disposición de este documento solo se modificará por acuerdo por escrito y  será firmado por todas las partes interesadas. |





**BUYERS INITIAL**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**

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| 1. **ACUERDO CON LOS TÉRMINOS**    1. Las firmas en este Acuerdo recibidas por fax, correo electrónico y / o correo electrónico serán un contrato ejecutado. Acuerdo exigible y admisible para todos los fines que sean necesarios según los términos del Acuerdo.    2. Todos los signatarios del presente reconocen que han leído el Acuerdo anterior y, con sus iniciales y firma, tienen plena y completa autoridad para ejecutar el documento en nombre y en nombre de la parte por la cual han firmado. | Además, aceptamos que todas y cada una de las comisiones adeudadas se pagarán al beneficiario como resultado de cualquier extensión o rollos del contrato y que efectuaremos toda la documentación necesaria con nuestro banco sin demoras indebidas para garantizar tales comisiones y pagarlas dentro de los términos del acuerdo cualquier otra jurisdicción o disposición.  **INVALIDEZ PARCIAL:**  La ilegalidad, invalidez y disposición no exigible de este documento bajo las leyes de cualquier jurisdicción no afectará su ilegalidad, validez o aplicabilidad según la ley de cualquier otra jurisdicción o disposición.  **LEY APLICABLE Y JURISDICCIÓN:**  Este documento se regirá e interpretará de acuerdo con el inglés actual o **I.C.C 400/500/600** firmado entre las leyes de NCND de los socios.  **ARBITRAJE:**  Todas las partes acuerdan remitir cualquier disputa entre las partes que surja de o en relación con este acuerdo, incluidas las preguntas sobre su existencia, validez o terminación a las reglas de arbitraje del centro de arbitraje internacional (I.A.C). El árbitro designado llevará a cabo los procedimientos en cualquier país elegido por las partes y se aplicarán las reglas del IAC.  Este documento está firmado y aceptado por las partes nombradas a continuación como incluidas en el contrato  principal. |
| **“Aceptado y acordado sin cambios (la firma electrónica es válida y se acepta como firma manual)” EDT (TRANSMISIONES ELECTRÓNICAS DE DOCUMENTOS)**   1. EDT (TRANSMISIONES ELECTRÓNICAS DE DOCUMENTOS) se considerará válido y aplicable con   respecto a cualquier disposición de este Contrato. Según corresponda, este acuerdo será:- Incorporar La ley Publica 106-229 de ESTADOS UNIDOS, ‘‘Firmas electrónicas en la Ley de  Comercio Internacional y Nacional’’’ o cualquier otra ley aplicable conforme a la Ley Modelo de la CNUDMI sobre Firmas Electrónicas (2001).   1. Acuerdo de Comercio Electrónico. (ECE/TRADE/257, Génova, May 2000) adoptado por el Centro de las Naciones Unidas para la Facilitación del Comercio y las Empresas Electrónicas (UN / CEFACT). 2. Los documentos EDT estarán sujetos a la Directiva de la Comunidad Europea N.º 95/46 / CEE, según corresponda. Cualquiera de las Partes puede solicitar una copia impresa de cualquier documento que se haya transmitido previamente por medios electrónicos siempre que, sin embargo, dicha solicitud no demore de ninguna manera a las partes en el cumplimiento de sus respectivas   obligaciones y deberes bajo los instrumentos EDT. | |
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**AUTHORIZED BUYER COMMERCIAL ACCOUNT OR ESCROW ATTORNEY SIGNATURE & STAMP**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AUTHORIZED BUYER SIGNATURE & STAMP**

**COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SELLER NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NOTARY PUBLIC**

ON THIS DATE OF: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED THE FOLLOWING:

TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

MY COMMISSION EXPIRES:

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

NOTARY PUBLIC SIGNATURE and SEAL

OFFICER NAME:

TITLE:

NOTARY PUBLIC NAME:

ADDRESS:

TEL:

TODAY`S DATE:





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| **SELLER TEAM** | | | |
| **NAME:** |  | **Beneficiary Name:** | Hoop Pharma llc |
| **ID NO /**  **Passport #** |  | **Account Name:** |  |
| **Nationality:** |  | **Account Number:** |  |
| **Company Name** |  | **ABA Code:** |  |
| **Designation:** |  | **Bank Name** |  |
| **Address:** |  | **Bank Address** |  |
| **Telephone #:** |  | **Swift Code:** |  |
| **Fax #:** |  | **Bank Officer** |  |
| **Mobile #:** |  | **Bank Telephone** |  |
| **Email Address:** |  | **Bank Fax #** |  |
| **Today’s Date** |  |  |  |
| **SIGNATURE**  **& SEAL** |  | **NOTARY PUBLIC ATTESTATION / ATENCIÓN PÚBLICA NOTARIA**  **ON THIS DATE, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED THE PERSON TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ NOTARY PUBLIC SIGNATURE & SEAL** | |
| **SPECIAL INSTRUCTIONS** | **PRE-ADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER AND EMAIL NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODE (S) TO: \_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
| **REQUIRED MESSAGE** | **ALL TRANSFER INSTRUCTIONS SHALL STATE: “FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY’S BANK.”** | | |



**BUYERS INITIAL**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**



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| **NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT //**  **ACUERDO DE NO CIRCUNVENCIÓN, NO DIVULGACIÓN Y TRABAJO (NCNDA)** | | **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**  **// ACUERDO MAESTRO IRREVOCABLE DE PROTECCION DE CUOTAS**  **(IMFPA)** | |
| **BUYER TEAM** | | | |
| **NAME:** |  | **Beneficiary’s Name:** |  |
| **ID NO /**  **License #** |  | **Account Name:** |  |
| **Nationality:** |  | **Account #:** |  |
| **Company Name** |  | **Bank Name:** |  |
| **Address:** |  | **Bank Address:** |  |
| **Telephone #:** |  | **SWIFT Code:** | N/A |
| **Fax #:** |  | **IBAN:** | N/A |
| **Email Address:** |  | **Bank Officer:** | N/A |
| **Today’s Date:** |  | **Bank Telephone:** | N/A |
| **SIGNATURE**  **& SEAL** |  | **OTARY PUBLIC ATTESTATION / ATENCIÓN PÚBLICA NOTARIA**  **ON THIS DATE, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED THE PERSON TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **NOTARY PUBLIC SIGNATURE & SEAL** | |
| **SPECIAL INSTRUCTIONS** | **PRE-ADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER AND EMAIL NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODE (S) TO: \_\_\_\_\_\_@\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | |
|  | **ALL TRANSFER INSTRUCTIONS SHALL STATE: “FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY’S BANK.”** | | |



**BUYERS INITIAL**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**



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| **NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT //**  **ACUERDO DE NO CIRCUNVENCIÓN, NO DIVULGACIÓN Y TRABAJO (NCNDA)** | | **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**  **// ACUERDO MAESTRO IRREVOCABLE DE PROTECCION DE CUOTAS**  **(IMFPA)** | |
| **INTERMEDIARY TEAM** | | | |
| **NAME:** |  | **Beneficiary Name:** |  |
| **ID NO /**  **Passport #** |  | **Account Name:** |  |
| **Nationality:** |  | **Account #:** |  |
| **Company Name** |  | **Bank Name:** |  |
| **Address:** |  | **Bank Address:** |  |
| **Telephone #:** |  | **SWIFT Code:** |  |
| **Fax #:** |  | **IBAN** |  |
| **Email Address:** |  | **Bank Officer:** |  |
| **Today’s Date:** |  | **Bank Telephone:** |  |
| **SIGNATURE**  **& SEAL** |  | | |  |
| **SPECIAL INSTRUCTIONS** | **PREADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER & EMAIL A NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTIONS CODE(S) TO:** | | |
| **REQUIRED MESSAGE** | **ALL TRANSFER INSTRUCTIONS SHALL STATE: “FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY’S BANK.”** | | |



**BUYERS INITIAL**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**



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| **NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT //**  **ACUERDO DE NO CIRCUNVENCIÓN, NO DIVULGACIÓN Y TRABAJO (NCNDA)** | | **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**  **// ACUERDO MAESTRO IRREVOCABLE DE PROTECCION DE CUOTAS**  **(IMFPA)** | |
| **Seller Team** | | | |
| **NAME:** |  | **Commission:** |  |
| **ID NO /**  **Passport #** |  | **Beneficiary’s Name:** |  |
| **Nationality:** |  | **Account Name:** |  |
| **Company Name** |  | **Account #:** |  |
| **Designation:** |  | **Bank Name:** |  |
| **Address:** |  | **Bank Address:** |  |
| **Telephone #:** |  | **Swift Code:** |  |
| **Fax #:** |  | **IBAN:** |  |
| **Email Address:** |  | **Bank Phone:** | **N/A** |
| **Today’s Date:** |  | **Bank Officer contact** | **N/A** |
| **SIGNATURE**  **& SEAL** |  | | |
| **SPECIAL INSTRUCTIONS** | **PRE-ADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER AND EMAIL NOTIFICATION**  **IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODE(S) TO:** | | |
| **REQUIRED MESSAGE** | **ALL TRANSFER INSTRUCTIONS SHALL STATE: “FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY’S BANK.”** | | |



**BUYERS INITIAL**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**



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| --- | --- | --- | --- |
| **NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT //**  **ACUERDO DE NO CIRCUNVENCIÓN, NO DIVULGACIÓN Y TRABAJO (NCNDA)** | | **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**  **// ACUERDO MAESTRO IRREVOCABLE DE PROTECCION DE CUOTAS**  **(IMFPA)** | |
|  | | | |
| **NAME:** |  | **Commission:** |  |
| **ID NO /**  **Passport #** |  | **Beneficiary’s Name:** |  |
| **Nationality:** |  | **Account Name:** |  |
| **Company Name** |  | **Account #:** |  |
| **Designation:** |  | **Bank Name:** |  |
| **Address:** |  | **Bank Address:** |  |
| **Telephone #:** |  | **Swift Code:** |  |
| **Fax #:** |  | **IBAN:** |  |
| **Email Address:** |  | **Bank Phone:** |  |
| **Today’s Date:** |  | **Bank Officer contact** |  |
|  |  | **Paymaster:** |  |
| **SIGNATURE**  **& SEAL** |  | | |
| **SPECIAL INSTRUCTIONS** | **PRE-ADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER AND EMAIL NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODE(S) TO:** | | |
| **REQUIRED MESSAGE** | **ALL TRANSFER INSTRUCTIONS SHALL STATE: “FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY’S BANK.”** | | |



**BUYERS INITIAL**

**ISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**



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| **NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT //**  **ACUERDO DE NO CIRCUNVENCIÓN, NO DIVULGACIÓN Y TRABAJO (NCNDA)** | | **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**  **// ACUERDO MAESTRO IRREVOCABLE DE PROTECCION DE CUOTAS**  **(IMFPA)** | |
|  | | | |
| **NAME:** |  | **Commission:** |  |
| **ID NO /**  **Passport #** |  | **Beneficiary’s Name:** |  |
| **Nationality:** |  | **Account Name:** |  |
| **Company Name** |  | **Account #:** |  |
| **Designation:** |  | **Bank Name:** |  |
| **Address:** |  | **Bank Address:** |  |
| **Telephone #:** |  | **Swift Code:** |  |
| **Fax #:** |  | **IBAN:** |  |
| **Email Address:** |  | **Bank Phone:** |  |
| **Today’s Date:** |  | **Bank Officer contact** |  |
|  |  | **Paymaster:** |  |
| **SIGNATURE**  **& SEAL** |  | | |
| **SPECIAL INSTRUCTIONS** | **PRE-ADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER AND EMAIL NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODE(S) TO:** | | |
| **REQUIRED MESSAGE** | **ALL TRANSFER INSTRUCTIONS SHALL STATE: “FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY’S BANK.”** | | |





**BUYERS INITIAL**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**

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| --- | --- | --- | --- |
| **NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT //**  **ACUERDO DE NO CIRCUNVENCIÓN, NO DIVULGACIÓN Y TRABAJO (NCNDA)** | | **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT**  **// ACUERDO MAESTRO IRREVOCABLE DE PROTECCION DE CUOTAS**  **(IMFPA)** | |
|  | | | |
| **NAME:** |  | **Commission:** |  |
| **ID NO /**  **Passport #** |  | **Beneficiary’s Name:** |  |
| **Nationality:** |  | **Account Name:** |  |
| **Company Name** |  | **Account #:** |  |
| **Designation**  **:** |  | **Bank Name:** |  |
| **Address:** |  | **Bank Address:** |  |
| **Telephone #**  **:** |  | **Swift Code:** |  |
| **Fax #:** |  | **IBAN:** |  |
| **Email Address:** | g | **Bank Phone:** |  |
| **Today’s Date:** |  | **Bank Officer contact** |  |
|  |  | **Paymaster:** |  |
| **SIGNATURE**  **& SEAL** |  | | |
| **SPECIAL INSTRUCTIONS** | **PRE-ADVICE MUST BE SENT VIA SWIFT PRIOR TO WIRE TRANSFER AND EMAIL NOTIFICATION IMMEDIATELY UPON EACH TRANCHE TRANSFER PAYMENT TOGETHER WITH THE TRANSACTION CODE(S) TO:** | | |
| **REQUIRED MESSAGE** | **ALL TRANSFER INSTRUCTIONS SHALL STATE: “FUNDS ARE CLEAN AND CLEAR, OF NON-CRIMINAL ORIGIN AND ARE PAYABLE IN CASH IMMEDIATELY UPON RECEIPT BY BENEIFICIARY’S BANK.”** | | |



**BUYERS INITIAL**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**



**ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARIES ABOVE**

NOTARY PUBLIC SIGNATURE OFFICER NAME:

TITLE:

NOTARY PUBLIC NAME:

ADDRESS:

TEL:

TODAY’S DATE:

[SEAL]

# 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.

BANK OFFICER 1 SIGNATURE BANK OFFICE NAME: N/A

TITLE: N/A

PIN NUMBER: N/A

BANK NAME: N/A

BANK ADDRESS: N/A

BANK TEL: N/A

TODAY’S DATE: N/A [SEAL]

BANK OFFICER 2 SIGNATURE BANK OFFICE NAME: N/A

TITLE: N/A

PIN NUMBER: N/A

BANK NAME: N/A

BANK ADDRESS: N/A

BANK TEL: N/A

TODAY’S DATE N/A [SEAL

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AUTHORIZED BUYER SIGNATURE & STAMP**

**COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SELLER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**END OF DOCUMENT**



**BUYERS INITIAL**

**IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

**NON-CIRCUMVENTION NON-DISCLOSURE AGREEMENT (NCNDA)**

**SELLERS INITIAL**

