

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

INTERNATIONAL CHAMBER OF COMMERCE (ICC) 400/500/600 COMPLIANCE

DATE: [Insert Date]

MAIN CONTRACT REF NO: [Insert Associated SPA/CI Reference Number]

COMMODITY: [e.g., Gasoil EN590 10PPM / Aviation Turbine Fuel Jet A1 / Crude Oil]

PREAMBLE

This Irrevocable Master Fee Protection Agreement ("Agreement") is entered into and executed by the Buyer / Buyer's Signatory defined below. The Buyer hereby irrevocably and unconditionally guarantees, undertakes, and agrees to pay the designated consultancy and facilitation fees to the respective beneficiaries listed herein. This fee protection applies to the initial transaction, as well as any roll-overs, extensions, or renewals of the contract resulting from the commercial operations introduced by the Intermediaries.

1. DECLARATION OF AUTHORITY & CLEAN FUNDS

The Payor/Buyer declares under penalty of perjury that the funds utilized for the payment of these fees are clean, cleared, of non-criminal origin, legally obtained, and entirely compliant with international anti-money laundering regulations, including the USA Patriot Act and Basel III rules.

2. PAYMENT TERMS & MECHANISM

Payment of the commissions shall be executed concurrently with the main transaction. Upon the successful clearance and settlement of each delivery/shipment tranche via MT103 or alternative payment methods from the Buyer to the Seller, the Buyer's Paying Bank shall automatically, systematically, and without any delay deduct and wire transfer the specified fee amounts directly into the bank accounts of the Beneficiaries named in Section 4.

This Agreement is valid for the entire lifecycle of the principal Sale and Purchase Agreement (SPA), including any roll-overs, additions, or quantity expansions, up to a total duration of [e.g., 12 Months / 5 Years].

3. NON-CIRCUMVENTION & CONFIDENTIALITY

This Agreement is fully bound by the standard International Chamber of Commerce (ICC) rules of Non-Circumvention and Non-Disclosure. The Payor agrees not to bypass, circumvent, or directly negotiate with any underlying buyer, seller, or mandate introduced via the Intermediary structure without securing the specific commission rights detailed in this document.

4. BENEFICIARIES & BANKING COORDINATES

Group A (Buyer's Side Facilitators)

Parameter	Details
Beneficiary Name / Company	[Name of Facilitator A / Company A]

Represented By	[Name of Authorized Individual]
Commission Amount	USD \$ [Amount, e.g., \$1.00] per Metric Ton / Barrel
Bank Name	[Insert Bank Name]
Bank Address	[Full Bank Address]
Account Number / IBAN	[Insert Account Details]
SWIFT / BIC Code	[Insert SWIFT Code]
Bank Officer (Optional)	[Name / Contact details if available]

Group B (Seller's Side Facilitators / Intermediaries)

Parameter	Details
Beneficiary Name / Company	[Name of Facilitator B / Company B]
Represented By	[Name of Authorized Individual]
Commission Amount	USD \$ [Amount, e.g., \$1.00] per Metric Ton / Barrel
Bank Name	[Insert Bank Name]
Bank Address	[Full Bank Address]
Account Number / IBAN	[Insert Account Details]
SWIFT / BIC Code	[Insert SWIFT Code]
Bank Officer (Optional)	[Name / Contact details if available]

5. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of [e.g., United Kingdom / Switzerland / New York State]. Any disputes or enforcement actions arising under this contract shall be submitted to binding arbitration under the rules of the International Chamber of Commerce (ICC) by one or more arbitrators selected under its provisions.

SIGNATURES & ASSENT

By signing below, the Payor formally accepts the commercial obligations of this Irrevocable Fee Protection Agreement.

For and on behalf of the Payor (Buyer / Buyer's Legal Signatory):

Authorized Signature & Corporate Seal

Date of Execution

Company Name: [Insert Buyer Company Name]

Signatory Name: [Insert Full Name]

Title: [e.g., CEO / Managing Director]

Passport Number: [Insert Passport Number]