

International Chamber of Commerce

The world business organisation

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

<http://www.iccwbo.org/>

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA) IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

CONTRACT CODE :	AA2113US
SELLER'S TRANSACTION CODE :	MPC/SCO AA2113US
TYPE OF CONTRACT :	IMMEDIATE SPOT AND CONTRACT SALES
COMMODITY LOCATION :	ROTTERDAM / HOUSTON / FUJAIRAH
QUANTITY :	SEE ANNEXED SCO
PRICE :	SEE ANNEXED SCO
DISCOUNT :	SEE ANNEXED SCO
PAYMENT TERMS :	SEE ANNEXED SCO
SELLER'S NAME :	MARATHON PETROLEUM CORPORATION
SELLER'S SIDE REPRESENTATIVE :	JEAN DUFORT BAPTICHAON
BUYER'S NAME :	
BUYER'S SIDE REPRESENTATIVE :	JEAN DUFORT BAPTICHAON

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)	IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
<p>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.</p> <p>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").</p> <p>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:</p> <p>1. TERMS AND CONDITIONS</p> <p>A. 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,</p> <p>B. The parties will maintain complete confidentiality regarding each other's 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,</p> <p>C. That to the best of their abilities, they assure the other party that the transaction codes established will not be affected.</p>	<p>We the undersigned herewith referred as the Buyer, under penalty of perjury do hereby irrevocably confirm and irrevocably accept to pay all intermediaries and fee holders at the same time and in a manner as the seller is being paid for each and every transaction of this contract up to the completion of the contract plus rollovers and extensions and in accordance with the bank details to be specified in the hard copies of this contract.</p> <p>We, the Buyer, irrevocably confirm that we will order and direct our bank to endorse automatic payment orders to the beneficiaries named below; furthermore, We, the Buyer, confirm that all pay orders shall automatically transfer funds as directed into each beneficiaries designated bank account within 1 (one) day after the date of closing and completion of each and every shipment of the product during the contract term plus any/or extensions and rollover of the specified contract. For the purpose of clarity, we confirm that the closing and completion of each and every shipment shall be deemed to take place when the letter of credit issued by the buyer has been drawn down at the counters of the issuing bank.</p> <p>We, Buyer _____, agrees to provide all beneficiaries with written evidence of the pay orders lodged with our bank together with acknowledgements of their acceptance. Furthermore, our bank shall be instructed to provide duly signed and stamped acknowledgement of this instruction as set out in the 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</p>

D. That they will not disclose **names, addresses, e-mail addresses, Skype ID's, or telephone 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

E. 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 one of the parties to this agreement, unless written permission has been obtained from the other party (ies) to do so.

F. For the sale of this agreement, it does not matter whether information was obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.

G. 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.

H. 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.

I. This Agreement is valid for any and all transactions between the parties herein and shall be governed by the enforceable law in **USA**, in the event of dispute, the arbitration laws of The United States will apply.

J. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for **five (5) years from last date of signing**.

2. AGREEMENT TO TERMS

A. 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.

B. 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.

acts as an integral part of it.

We the undersigned being Buyer or the seller 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 BUYER AS FOLLOWS:-

The amount of **delivered currency** should be settled as herein stated to be transferred into the account as follows:

Buyer's Side Mandate: X.00% (Group 1)
Seller's Side Mandate : X.00% (Group 2)
Intermediaries: X.00% (Group 3)

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 laws of the United States of America or I.C.C 400/500/600 signed between partners NCND laws.

ARBITRATION:

All parties agree to refer any disputes between the parties arising out of or in connection with this agreement including any questions regarding its existence, validity or termination to arbitration rules of the international arbitration centre (I.A.C). The appointed arbitrator shall hold the proceedings in any country chosen by the parties and the rules of the IAC shall apply.

This document is signed and accepted by parties named below as to be included in the main contract.

“Accepted 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)
2. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
3. EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)		IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
BUYER			
NAME :		ACCEPTED BY US WITH BELOW BANK DETAILS	
DESIGNATION :		BENEFICIARY NAME :	
COMPANY NAME :		BANK NAME :	
ADDRESS :		BANK ADDRESS :	
TEL :		ACCOUNT No :	
MOBILE :		SWIFT CODE :	
FAX :		BANK OFFICER :	
EMAIL ADDRESS :		BANK TEL :	
SKYPE ID :		BANK FAX :	
PASSPORT No :		PAYMASTER FOR :	
NATIONALITY :		PAYMASTER FOR :	
TODAY'S DATE :		TODAY'S DATE :	
SIGNATURE & SEAL:		SIGNATURE & SEAL:	

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)		IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
SELLER			
NAME :		ACCEPTED BY US WITH BELOW BANK DETAILS	
DESIGNATION :		BENEFICIARY NAME :	
COMPANY NAME :		BANK NAME :	
ADDRESS :		BANK ADDRESS :	
TEL :		ACCOUNT No :	
MOBILE :		SWIFT CODE :	
FAX :		BANK OFFICER :	
EMAIL ADDRESS :		BANK TEL :	
SKYPE ID :		BANK FAX :	
PASSPORT No :		PAYMASTER FOR :	
NATIONALITY :		PAYMASTER FOR :	
TODAY'S DATE :		PAYMASTER FOR :	
SIGNATURE & SEAL:			

BUYER SIDE MANDATE No. 1 (GROUP 1)			
NAME :		COMMISSION SIZE :	
DESIGNATION :		BENEFICIARY NAME:	
COMPANY NAME :		BANK NAME :	
ADDRESS :		BANK ADDRESS :	
TEL :		ACCOUNT No :	
MOBILE :		SWIFT CODE :	
FAX :		BANK OFFICER :	
EMAIL ADDRESS :		BANK TEL :	
SKYPE ID :		BANK FAX :	
PASSPORT No :		PAYMASTER FOR :	
NATIONALITY :		PAYMASTER FOR :	
TODAY'S DATE :		PAYMASTER FOR :	
SIGNATURE & SEAL:			

BUYER SIDE INTERMEDIARY No. 1 (GROUP 3)			
NAME :	JEAN DUFOUR BAPTICHON	COMMISSION SIZE :	
DESIGNATION :	C.E.O	BENEFICIARY NAME :	JEAN D BAPTICHON
COMPANY NAME :	MY OIL BROKER	BANK NAME :	BANK OF AMERICA
ADDRESS :	188 N LON G BEACH RD	BANK ADDRESS :	UNITED STATES
TEL :	718-751-5488	ACCOUNT No :	483089710365
MOBILE :	718-751-5488	SWIFT CODE :	
FAX :	516-208-7368	BANK OFFICER :	
EMAIL ADDRESS :	DUFOUR@MYOILBROKER.COM	BANK TEL :	
SKYPE ID :		PAYMASTER FOR:	
PASSPORT/ID No :	583239452	PAYMASTER FOR :	
NATIONALITY :	U.S. CITIZEN	PAYMASTER FOR :	
TODAY'S DATE :	MARCH 13, 2026	PAYMASTER FOR :	
SIGNATURE & SEAL:			

PAY TO THE ORDER OF
 BANK OF AMERICA
 CHARLOTTE, NC 28255-0001
 FOR DEPOSIT ONLY
 HAITIAN HANDICAPS R U.S.CORP
 483089710365

BUYER SIDE INTERMEDIARY No. 2 (GROUP 3)

NAME :		COMMISSION SIZE :	
DESIGNATION :		BENEFICIARY NAME :	
COMPANY NAME :		BANK NAME :	
ADDRESS :		BANK ADDRESS :	
TEL :		ACCOUNT No :	
MOBILE :		SWIFT CODE :	
FAX :		BANK OFFICER :	
EMAIL ADDRESS :		BANK TEL :	
SKYPE ID :		BANK FAX :	
PASSPORT No :		PAYMASTER FOR :	
NATIONALITY :		PAYMASTER FOR :	
TODAY'S DATE :		PAYMASTER FOR :	

SIGNATURE & SEAL:

BUYER SIDE INTERMEDIARY No. 3 (GROUP 3)

NAME :		COMMISSION SIZE :	
DESIGNATION :		BENEFICIARY NAME :	
COMPANY NAME :		BANK NAME :	
ADDRESS :		BANK ADDRESS :	
TEL :		ACCOUNT No :	
MOBILE :		SWIFT CODE :	
FAX :		BANK OFFICER :	
EMAIL ADDRESS :		BANK TEL :	
SKYPE ID :		BANK FAX :	
PASSPORT No :		PAYMASTER FOR :	
NATIONALITY :		PAYMASTER FOR :	
TODAY'S DATE :		PAYMASTER FOR :	

SIGNATURE & SEAL:

BUYER SIDE MANDATE No. 1 (GROUP 2)

NAME :		COMMISSION SIZE :	
DESIGNATION :		BENEFICIARY NAME :	
COMPANY NAME :		BANK NAME :	
ADDRESS :		BANK ADDRESS :	
TEL :		ACCOUNT No :	
MOBILE :		SWIFT CODE :	
FAX :		BANK OFFICER :	
EMAIL ADDRESS :		BANK TEL :	
SKYPE ID :		BANK FAX :	
PASSPORT/ID No :		PAYMASTER FOR :	
NATIONALITY :		PAYMASTER FOR :	
TODAY'S DATE :		PAYMASTER FOR :	

SIGNATURE & SEAL:

SELLER SIDE INTERMEDIARY No. 1 (GROUP 2)			
NAME :	JEAN D. BATTICHON	COMMISSION SIZE :	
DESIGNATION :	COB	BENEFICIARY NAME :	JEAN D. BATTICHON
COMPANY NAME :	MYBROKER	BANK NAME :	BANK OF AMERICA
ADDRESS :	188 N LONG BEACH BL FREEPORT, NY 11520	BANK ADDRESS :	222 BROADWAY NEW YORK NY 10038
TEL :	718-751-5488	ACCOUNT No :	483089710365
MOBILE :	718-751-5488	SWIFT CODE :	BOFAUS3N
FAX :	516-708-7368	BANK OFFICER :	
EMAIL ADDRESS :	DUFORTE@myoilbroker.com	BANK TEL :	800-317-6345
SKYPE ID :		BANK FAX :	
PASSPORT/ID No :	583239452	PAYMASTER FOR :	
NATIONALITY :	U.S.C.	PAYMASTER FOR :	
TODAY'S DATE :	3/7/2026	PAYMASTER FOR :	

SIGNATURE & SEAL:

SELLER SIDE INTERMEDIARY NO. 2 (GROUP 2)			
NAME :		COMMISSION SIZE :	
DESIGNATION :		BENEFICIARY NAME :	
COMPANY NAME :		BANK NAME :	
ADDRESS :		BANK ADDRESS :	
TEL :		ACCOUNT No :	
MOBILE :		SWIFT CODE :	
FAX :		BANK OFFICER :	
EMAIL ADDRESS :		BANK TEL :	
SKYPE ID :		BANK FAX :	
PASSPORT/ID No :		PAYMASTER FOR :	
NATIONALITY :		PAYMASTER FOR :	
TODAY'S DATE :		PAYMASTER FOR :	

SIGNATURE & SEAL:

ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARIES ABOVE

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 OFFICER NAME:
TITLE:
PIN NUMBER:
BANK NAME
BANK ADDRESS:
BANK TEL:
TODAY'S DATE:

[SEAL]

BANK OFFICER 2 SIGNATURE

BANK OFFICER NAME:
TITLE:
PIN NUMBER:
BANK NAME:
BANK ADDRESS
BANK TEL:
TODAY'S DATE:

[SEAL]

END OF DOCUMENT



**Marathon
Petroleum
Corporation**

539 South Main Street
Findlay, OH 45840
UNITED STATES
EMAIL: sales@usamarathonpetroleum.com

26th January 2026
Ref No: MPC/SCO-AAS2113US
Valid Till 18th June 2026
The Principal end buyer and affiliates
Attn.: To whom it may concern

SOFT CORPORATE OFFER

We, " Marathon Petroleum Corporation" refinery do hereby confirm with full legal and corporate responsibility and under the penalty of perjury and regulations of the International Chamber of Commerce (ICC) that we are willing and ready to deliver the below listed commodities for immediate Spot and Contract sales.

TERMS OF TRANSACTION

Delivery Port: Fob. Rotterdam/ Houston/ Fujairah

Delivery Port: Cif. Aswp

Payment Term: MT103, TT WIRE, SBLC, DLC,

Origin: USA

**Inspection: Sgs, Any Universally Accepted q&q Inspection Company
Commission: To Be Shared 50% Each By Both Sides (Seller/Buyer)**

AVAILABLE PRODUCTS AND PRICE LIST

VIRGIN FUEL D6

MINIMUM LIFTABLE QUANTITY: 10,000 GALLON

MAXIMUM LIFTABLE QUANTITY: 90,000 GALLON

CIF Price: Gross \$0.84 / \$0.82 GAL Ton per month.

FOB Price: Gross \$0.82 / \$0.80 Net GAL per month

Commission: USD 0.02 seller side, USD 0.02 Buyer side Per GAL



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PETROLEUM COKE

Minimum Quantity: 50 000 Metric Tons per month Delivery: ASWP
Maximum Quantity 100,000 Metric Tons per month.
CIF Price: Gross \$240 /\$230 Net Metric Ton per month.
FOB Price: Gross \$220/ \$210 Net Metric Ton per month
Commission: USD 5.00 seller side, USD 5.00 Buyer side Per Metric Ton.

DIESEL FUEL EN590

Minimum Quantity: 50,000 Metric Tons per month Delivery:
Maximum Quantity: 100,000 Metric Tons per month.
CIF Gross Price: \$460/\$450 Net per Metric Ton
FOB Net Price: \$450/ \$440 USD
Commission: USD 5.00 seller side, USD 5.00 Buyer side Per Metric Ton.

AVIATION KEROSENE COLONIAL GRADE A1

Minimum Quantity: 1,000,000 Barrels per month Delivery: ASWP
Maximum Quantity: 2,000,000 Barrels per month.
CIF Price: Gross \$74.00 USD /\$70.00 USD Net per Barrel.
FOB Price: Gross \$72.00 USD/\$68.00 USD Net per Barrel.
Commission: \$ 2.00USD seller side, \$ 2.00 USD Buyer side Per Barrel.

D6 VIRGIN FUEL OIL

Minimum Quantity: 100,000,000 Gallons per monthly: ASWP
Maximum Quantity: 200,000,000 Gallons per monthly: ASWP
CIF Price: Gross \$0.80/\$0.76 Net Per Gallon
Commission: USD 0.02 seller side, USD 0.02 Buyer side Per Gallon.

AVIATION KEROSENE COLONIAL GRADE 54

Minimum Quantity: 1,000,000 Barrels per month Delivery: ASWP
Maximum Quantity: 2,000,000 Barrels per month.
CIF Price: Gross \$74.00 USD /\$70.00 USD Net per Barrel.
FOB Price: Gross \$72.00 USD/ \$68.00 USD Net per Barrel.
Commission: \$ 2.00USD seller side, \$ 2.00 USD Buyer side Per Barrel.

LNG, LIQUIFIED NATURAL GAS LPG.

Minimum Quantity: 50,000 Metric Tons per month



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**Maximum Quantity: 100,000 Metric Tons per month.
CIF Gross Price: \$380/\$370 Net Metric Ton per month
FOB Net Price: \$360/ \$350 Net Metric Ton per month
Commission: USD 5.00 seller side, USD 5.00 Buyer side Per Metric Ton.**

**MAZUT-100 GOST 10585/99
Minimum Quantity: 50,000 Metric Tons per month
Maximum Quantity: 100,000 Metric Tons per month.
CIF Gross Price: \$370/\$360 Net per Metric Ton
FOB Net Price: \$350/ \$340 USD
Commission: USD 5.00 seller side, USD 5.00 Buyer side Per Metric Ton.**

REFINERY WORKING PROCEDURES (FOB HOUSTON& ROTTERDAM)

- 1. Buyer sends ICPO to Seller on receipt of Seller's Soft Corporate Offer.**
- 2. Seller issue commercial invoice CI along with the refinery recommended/ verified tank farm TSA Tank Storage Agreement to the buyer, buyer sign the TSA & Commercial invoice and return it back to seller.**
- 3. Seller lodge the finalized commercial invoice with the bank and buyer contact the tank farm for invoice copy for both seller/buyerto make payment for the tank farm**

Seller first make payment for three (2) days as a commitment to supply and upon confirmation of sellers payment by the tank operator Buyer immediately pay additional 5 days to obtain the total of 7 days tank storage receipt needed for the transaction issued in buyer name.

NOTE: The fee payment is refundable incase buyer decides not to proceed with the deal and also the payment shall be deducted from the total amount of product buyer is purchasing from our refinery.

4. Seller provides to all intermediaries draft Ncnda/imfpa document involve in this deal to sign.

5. seller inject the product into buyer tanks and provide buyer with the below pop documents.

a.48 hours fresh sgs report (analysis report q&q of the product)



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- b. injection report c. dta (dip test authorization)
- c. certificate of origin
- d. atsc (authorization to sell and collect)
- e. statement of availability of product
- 6. Ncnda/imfpa will be signed by all intermediaries involved with seller bank endorsement.
- 7. After confirmation of the above pop documents and product in tanks, buyer make payment for total cost of product value via mt103 and seller transfer to buyer the product title and
one (1) year contract.
- 8. Seller pays all intermediaries involved in the transaction according to the signed ncnda/imfpa

FOB TRANSACTION PROCEDURE TANK TO TANK.

- 1. Buyer issues ICPO according to seller's procedure with their banking details along with passport copy.
- 2. Seller issue commercial invoice to buyer and buyer sign and return the signed commercial invoice.
- 3. Seller provides to buyer, tank storage receipt (TSR) for two days.
- 4. Buyers pays 5-days tank extension to the refinery company fiduciary account or tank farm bank account.

NOTE: The fee payment is refundable incase buyer decides not to proceed with the deal and also the payment shall be deducted from the total amount of product buyer is purchasing from our refinery.

- 5. DTA to be completed and signed by buyer/buyer's logistics/tank farm in order for Dip Test to be conducted alongside countersigned copies of CI.
- 6. Upon the extension of 3-day tank, the seller issues the below full POP documents;
 - A. Fresh SGS Report.
 - B. Product reservoir receipt.
 - C. Accreditation Certificate.
 - D. Product passport (Quantity and Quality Analysis)



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- E. Authorization to sell and collect. ATSCC.
- F. Pre-Injection Report.
- G. NCNDA/IMFPA (to be completed by all intermediaries)
- H. Certificate of Product Origin.
- I. Authority to Verify. (ATV either physically or otherwise)
- 7. Upon receipt and confirmation of the above POP documents, the Buyer provides its testing officials (SGS or INTERTEK) and the needed test are carried out on the product in the seller's tanks.
- 8. Buyer upon successful dip test makes full payment by MT103/ TT wire transfer for the total product and seller pays commissions according to signed NCNDA/IMFPA to all intermediaries involved in the transaction within 24hrs after confirmation of buyer payment and Injection commences immediately.
- 9. Seller issues Title of Ownership and Contract for buyer desired duration upon successful completion of trial order.

TRANSACTION PROCEDURE ON CIF

- 1. Buyer issues ICPO with this procedure incorporated on the ICPO along with Buyer's company registration certificate.
- 2. Seller Issues Sale & Purchase Agreement (SPA), Buyer review, amend (if necessary), signs and return the SPA in word format to Seller within 3 banking days. Seller sends final SPA to Buyer in PDF format, Buyer confirms final SPA.
- 3. Seller issues to Buyer via email the following transaction documents:
 - A. commitment to supply
 - B. statement of product availability
 - C. certificate of origin)
 - D. product passport and ATSC.
- 4. Buyer confirms the receipt of the documents by mail and issue confirmation letter within 24hrs and within 5 banking days, buyer will make \$380,000 USD to secure the product allocation by payment against Cost Insurance. Freight.(CIF)guarantee, export duty taxes and commence shipment. This payment shall be deducted from the total cost of the transaction after inspection at discharge port.

NOTE: The fee payment is refundable incase buyer decides not to proceed with the deal and also the payment shall be deducted from the total amount of product buyer is purchasing from our refinery.



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5. Seller's Bank issues Full POP Documents to Buyer's Bank with 2% Performance Bond. (PB) . POP .

- a) Copy of license to export, issued by the department of the Ministry of Energy.Federation.
- b) Copy of Approval to Export, issued by the Ministry of Justice,
- c) Copy of statement of availability of the product.
- d) Copy of the refinery commitment to produce the product
- e) Copy of Transnet contract to transport the product to the loading port Transnet
- f) Copy of the port storage agreement.
- g) Copy of the charter party agreement to transport the product to discharge port.
- h) Copy of Vessel Questionnaire 88. Q88
- i) Copy of Bill of Lading.
- j) SGS Report at loading port.
- k) Dip test Authorization (DTA) & ATB
- l) NOR /ETA
- m) Certificate of Ownership Transfer
- n) Allocation Transaction Passport Code Certificate (ATPCC) by Ministry of Energy (ATPCC)

6. Shipment commences as per signed contract delivery schedule and the shipment should arrive at Buyer's discharge port within 5-25 days. The SGS inspection will be borne by the Seller at the loading seaport and buyer at the unloading seaport.

7. Buyer releases payment to Seller by TT/MT103 upon receipt of the shipping documents and confirmation of the Q & Q by SGS/CIQ at destination port. SGS/CIQ TT/MT103.

8. The Seller shall pay commissions to its intermediaries through MT103 within 48 hours according to the signed commission distribution agreement and confidentiality agreement. 48 MT103.

9. After the delivery of the first trial order, the Seller shall issue a 2% performance bond and a documentary letter of credit (DLC MT700) issued by the Buyer. The extension period shall be confirmed by the banks of both parties to continue the second and subsequent shipment.

Yours Faithfully,
John J. Quaid (Vice President)
Marathon Petroleum Corporation

