ICC®

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 :	3C0
SELLER'S TRANSACTION CODE :	END-BUYER MANDATE
TYPE OF CONTRACT :	SOFTCORPORATEOFFER
COMMODITY LOCATION :	OFF-SHORE - SEE ANNEXED
QUANTITY :	SEE ANNEXED
PRICE :	SEE ANNEXED
DISCOUNT :	SEE ANNEXED
PAYMENT TERMS :	SEE ANNEXED
SELLER'S NAME :	ZEN MUNAI GAS JSC
SELLER'S SIDE REPRESENTATIVE :	MR. KILYBAI N. IGILIKULY
BUYER'S NAME :	
BUYER'S SIDE REPRESENTATIVE :	JEAN DUFORT BAPTICHON

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

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**

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,

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,

C. That to the best of their abilities, they assure the other party that the transaction codes established will not be affected.

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

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.

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.

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

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)
Iintermediaries: 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 :	MR, KALYBAI N. EGIZBAEV	ACCEPTED BY US WITH BELOW BANK DETAILS	
DESIGNATION :	EXPORT DIR	BENEFICIARY NAME :	
COMPANY NAME :	OZEN MUNAI GAS. LL	BANK NAME :	
ADDRESS :	130200, REPUBLIC OF KAZAKHSTAN	BANK ADDRESS :	
TEL :	+77789092870	ACCOUNT No :	
MOBILE :	WHATSAPP	SWIFT CODE :	
FAX :	WHATSAPP	BANK OFFICER :	
EMAIL ADDRESS :	ozenmunaisales	BANK TEL :	
SKYPE ID :	@gmail.com	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 DUFORT BAPTICHON	COMMISSION SIZE :	
DESIGNATION :	CEO	BENEFICIARY NAME :	JEAN D BAPTICHON
COMPANY NAME :	MY OIL BROKER	BANK NAME :	BANK OF AMERICA
ADDRESS :	188 N LONG 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 :	DUFORT@myoilbroker	BANK TEL :	
SKYPE ID :	.com	PAYMASTER FOR:	
PASSPORT/ID No :	583239451	PAYMASTER FOR :	
NATIONALITY :	U.S. CITIZEN	PAYMASTER FOR :	
TODAY'S DATE :	MARCH 3, 2025	PAYMASTER FOR :	
SIGNATURE & SEAL:			

PAY TO THE ORDER OF
BANK OF AMERICA
CHARLOTTE, NC 28255-0001
FOR DEPOSIT ONLY
HAITIAN HANDICAPS R US.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 RD 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 :	516-208-7368	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 :	3/7/2025	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 2 SIGNATURE
BANK OFFICER NAME:	BANK OFFICER NAME:
TITLE:	TITLE:
PIN NUMBER:	PIN NUMBER:
BANK NAME	BANK NAME:
BANK ADDRESS:	BANK ADDRESS
BANK TEL:	BANK TEL:
TODAY'S DATE:	TODAY'S DATE:
[SEAL]	[SEAL]

END OF DOCUMENT

BIN: 120240020997

ӨзенМұнайГаз

АКЦИОНЕРЛІК ҚОҒАМЫ АКЦИОНЕРНОЕ ОБЩЕСТВО

Address: Uzenmunaigaz"JSC, 130200, Republic of Kazakhstan, Mangystau region, Zhanaozen city, K. Satbaev street, building 3.

Email; ozenmunaisales@gmail.com Tele/WhatsApp; +7 7789092870

Date of issue :06/01/2025
Valid till 2026
To:End-Buyer/Mandate.

SOFTCORPORATEOFFER

We the undersigned ZEN MUNAI GAS JSC with full Corporate and legal responsibility, under penalty of perjury confirms that our Seller Refinery are ready willing andable to sell and supply the following Products on the following terms and with total guarantee to meet the specifications and pass through the stringent of SGS or Equivalent, hence complies with the Sellers procedure and prices.

TERMS OF NEGOTIATION

Origin:
Kazakhstan Origin available / Russian Origin available
Delivering port:
ASWP
Incoterms:
FOB/CIF
Loading Port:
Aktau Port/ Novorossiysk / Vladivostok / Primorsk / Nakhodka / Rotterdam/ Houston or any other safe World Port.
Payment Terms:
MT103 T/T Telegraphic Transfer
Inspection:
SGS or Similar
Commission:
Seller's Mandate on Seller Side 50% & Buyer's Mandate on Buyer Side – 50% Percent accordingly.
Insurance:
Paid by Seller, covering 110% of Shipment Value

Date of issue :06/01/2025
Valid till 2026
To:End-Buyer/Mandate.

AVAILABLE PRODUCTS

JET FUEL A1
Minimum Quantity: 1,000,000 Barrels per Month Maximum Quantity: 10,000,000 Barrels per Month
FOB Price; Gross $ 78 / $ 74 NET. CIF Price; Gross $ 80 / $ 76 NET
Commission: $ 2 / $ 2

AVAIATION KEROSENE COLONIAL GRADE 54 JET FUEL
Quantity: Minimum:1,000,000 BBLS Trial Shipment / Maximum: 5,000,000 BBLS Monthly
FOB Price: $ 70 Gross / $ 66 Net. CIF Price; Gross $ 72 / $ 68 NET
Commission: $ 2 / $ 2

ESPO CRUDE OIL
Minimum Quantity: 1,000,000 Barrels per Month Maximum Quantity: 5,000,000 Barrels per Month
CIF Price; Gross $ 66 / $ 62 NET.
Commission: $2 / $2

GAS L0.D2/26 GOST 305-82
Quantity: Minimum: 50,000 MT Trial Shipment / Maximum: 500,000 MT Monthly.
FOB Price: $ 290 Gross / $ 280 Net. CIF Price; Gross $ 300 / $ 290 NET
Commission: $5 / $5

VIRGIN D6 FUEL OIL
Quantity: Minimum: 100,000,000 Gallon Trial Shipment / Maximum: 300,000,000 Gallon Monthly.
FOB: $0.74 Gross / $0.70 Net
Commission: $0.02 / $0.02

DIESEL EN590 10PPM
Quantity: Minimum 50,000 MT Trial Shipment / Maximum 500,000 MT Monthly
FOB: $ 410 Gross / $ 400 Net. CIF Price; Gross $ 420 / $ 410 NET
Commission: $5 / $5

UREA 46% GRANULAR
Minimum Quantity: 50,000MT per Month
Maximum 500,000 MT Monthly
CIF Price: Gross $ 340 / $ 330 Net
Commission; $ 5 / $ 5

DAP FERTILIZER
Minimum Quantity: 50,000MT per Month
Maximum 150,000 MT Monthly
CIF Price: Gross $ 360 / $ 350 Net
Commission; $ 5Seller side / $ 5 Buyer side

DIESEL GAS D2 OIL GOST 305-82
Quantity: 50,000-100,000 Metric Tons
CIF Price: Gross $ 290 Net $ 280 Per Metric Tons.
Commission $5 Seller side $5 Buyer side

LIQUIDIFIED NATURAL GAS [LNG]
Quantity: 50,000-100,000 Metric Tons
CIF Price: Gross $ 290 Net $ 280 per Metric Tons
Commission $5 Seller side $5 Buyer side

ESPO BLEND CRUDE OIL
Minimum Quantity: 500,000 bbls
Maximum Quantity 5,000,000 bbls
CIF Price: Gross $ 52, Net $ 50.
Commission $1 Seller side $1 Buyer Side

LIQUEFIED PETROLEUM GAS [LPG]
Quantity: 50,000-100,000 Metric Tons
CIF Price: Gross $ 280 Net $ 270 per Metric Tons
MAZUT-100 10585-75
Quantity: 50,000- 300,000 Metric Tons.
CIF Price: Gross $ 230 Net $ 220 per Metric Tons
Commission $5 Seller side $5 Buyer side

DIESEL ULTRA-LOW SULPHUR (ULSD 10 PPM)
Minimum. Quantity: 50.000 MT Trial Shipment
Maximum. Quantity: 1.000.000 MT Month Monthly
Price: USD $ 310 Gross/ $ 300 Net per MT
COMMISSION: $5 USD Per MT Buyer Side / $5 USD Per MT Seller Side.

BASE OIL.
SN 100 - $ 330 Gross / 320 Net
BS 150 - $ 340 Gross / 330 Ne
SN150 - $ 330 Gross / 320 Net
SN 300 - $ 360 Gross / 350 Net
SN 500 - $ 300 Gross / 280 Net
COMMISSION: $5 USD seller side and $5 USD buyer side

Diesel Euro 4
Qty; 50000 x12 Mt months
Minimum Quantity: 50,000 Metric Tons per Month
Maximum Quantity: 500,000 Metric Tons per Month
Price: Gross $ 280 USD / $ 270 USD NET
Commission $5 Buyer side / $5 Seller side
Unleaded motor gasoline 95 RON Qty; 10000 x12 Mt months

Minimum Quantity: 50,000 Metric Tons per Month
Maximum Quantity: 500,000 Metric Tons per Month
Price: Gross $ 340 USD / $ 330 USD NET
Commission $5 Buyer side / $5 Seller side
Commission $5 Seller side $5 Buyer side

LIGHT CIRCLE OIL (LCO)
Quantity: Minimum: 50,000 MT Trial Shipment
Maximum: 500,000 MT Monthly.
CIF Price: $260 Gross / $250 NET
Commission: $5 Seller side / $ 5 Buyer side

CIF TRANSACTION PROCEDURE: ASWP

1. Buyer issues Purchase Order upon receipt in acceptance of seller's Soft Offer.
2. Seller issues Sales Purchase Agreement, (SPA) and open for amendment, Buyer reviews draft agreement and then returns to seller sign in word format and PDF format, Seller acknowledged and submit the contract to the Ministry of Energy for legalization on seller expense.
3. Seller sends partial POP to Buyer via email:
(a) Statement of Availability of Product
(b) Commitment to Supply
(c) Product Passport
(d) Product Allocation Export License
(e) Company Registration Certificate
4. Seller appoints and signs charter Party Agreement with the buyer and the Shipping Company. Buyer and Seller pay to the shipping company for transporting of the product to buyer’s final discharge port. Which will be deducted from the total cost of product.
5. Seller swift the full POP and 2% Performance Bond to buyer’s bank. Buyer’s Bank swift in return, the Irrevocable Non Transferable Documentary Letter of Credit to the Seller’s Bank.
6. Shipment commences as scheduled in the contract and upon arrival of the cargo at the discharge port and after SGS/Q&Q or Equivalent inspection immediately Buyer’s Bank releases the Total value of the shipping to Seller’s Bank within 48hours (two banking days) By MT103.
7. Buyer / Seller pays all intermediaries involved in transaction as per IMFPA within 48 hours.

FOB TRANSACTION PROCEDURES TANK TO VESSEL(DIP AND PAY)

1. The Buyer sends ICPO

2. The Seller Issues Commercial invoice (CI) for the Buyer's endorsement.

3. The Buyer signs and returns the CI to the Seller

4. The Seller issues the product ATV, to Buyer

5. The Buyer contacts the Seller Tank Administrator to execute the Quality & Quantity, and to register at the Tank Farm Terminal prior to the inspection (This process involves the acquisition of the Access Code Certificate cost $120,000 deductible to the price).

5. seller issue UDTA, PRODUCT PASSPORT, ATSC, INJECTION REPORT, SGS Report (not less than 48 hours)

7. Upon the Successful Dip Test Inspection in the Seller's Tank, the Buyer Submits NOR from his Shipping Company and Seller Injects the product into the Buyer Vessel or Tanks.

8. The Buyer issues 100% payment for the total product by MT103/TT Wire Transfer to the Seller

9. The Seller transfers the product title with the complete POP Documents to the Buyer and pays the commission to Seller and Buyer Sides Intermediaries as per Master Fee Agreement

10. The Seller issues an annual (12 months) delivery contract for review

FOB TRANSACTING PROCEDURE TANK TO TANK (DIP AND PAY)

1. Buyer issues ICPO, and company registration certificate and data page of buyer' s Passport or any I.D.

2.Seller issue Commercial Invoice (CI) &Warning Letter, buyer's signs and returns to seller with his TSA. Seller will complete verification on the TANK FARM of the buyer before making their three (3) days tank lease payment.

2. Buyer leases and pays his tank for 2 days for the Injection Process. Seller pays to Buyers Tank Farm Company for his three (3) days' tank storage costs, (totaling a five (5) day TSR) After Buyer Company has received the payment from Seller Company three (3) days cost.

4.Seller issues Unconditional DTA and SGS report.

5.Buyer conducts Dip test on the product and makes the payment for the total value of product injected into the
tanks through the means of MT103- TT.

6. Seller pays all intermediaries involved in the transaction and subsequently monthly shipment continues as
per terms and purchase agreement contract between buyer and seller

TRANSACTION PROCEDURES FOR CIF DELIVERY (Allocation Procurement)

1. Buyer issues ICPO alongside with letter of acceptance of seller's terms to seller upon receipt and signatory of
full corporate offer.

2. Seller issues Sales Purchase Agreement, (SPA) and open for amendment, Buyer reviews draft agreement and
then returns to seller sign in word format and PDF format, Seller acknowledged and submit the contract to the
Ministry of Energy for legalization on seller expense

3. seller issues payment invoice for the first delivery on product allocation procurement certificate that approves the buyer as a standing owner of the commodity. Upon executed by the buyer via TT and confirmation of the payment, the seller Issue the following PPOP documents.
(A) Seller Irrevocable Commitment to Supply
(B) Product Passport
(C) Certificate of origin
(D) Commercial invoice for the first value shipment

4. Upon the confirmation of the listed partial PPOP, Buyer bank issues irrevocable (DLC/MT700) according to seller's fiduciary bank verbiage to seller nominated fiduciary offshore bank account for first month
shipment, the buyer must not fail.

5. Seller's bank replied with 2% PB to activate the letter of credit issued by the buyer bank. Seller's Bank issues
Full POP Documents to the Buyer's Bank alongside with 2% Performance Bond (PB2%).
a) Copy of license to export, issued by the department of the Ministry of Energy.
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.
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.
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

6. Shipment commences as per signed contract delivery schedule and the shipment should arrive at Buyer' discharge port within 5-24 days. The SGS inspection will be borne by the Seller at the loading seaport and Buyer at the unloading seaport.

7. Buyer' s bank upon arrival of the cargo at the discharge port, payment will be made for the total cost of Product
within 24hours after in inspection.

BIN: 120240

ӨзенМұнайГ

АКЦИОНЕРЛІК ҚОҒАМЫ АКЦИОНЕРНОЕ ОБ

CIF PROCEDURE TITLE TAKE OVER (TTO)

1. Buyer issue official ICPO to the exact quantity in the sanitized MOU and CI;

2 Seller issues original MOU and CI;

3 Buyer counter sign the MOU and CI and forward back;

4 Buyer pay for the allocation procurement of the first delivery that enable buyer obtain certificate ownership which cost $120,000 USD.

5 Upon receipt of the countersigned original MOU and CI from the Buyer, Seller emails to the Buyer the listed
documents issued in the name of the initial Buyer as stated in the MOU;
a) Certificate of Product Origin;
b) Product Passport (Quality and Quantity Dip Test Analysis Report;
c) Bill of Lading;
d) Cargo Manifest
e) Tanker Vessel Q88
f) Vessel Details
g) Ullage Report;
h) Invoice for Title Take Over
6 Upon Buyer receipts of the documents, Buyer verifies the availability of the Product on high sea a makes payment within 72 hours for the Title Take Over;

7 Upon Seller receipt of the Title Take over payment, Seller transfers the title to the Potential Buyei company name and also re-issues all outstanding documents to the potential Buyer' s company na sends via swift from Seller' s bank to Buyer' s bank the Full Proof of Product.

8 Vessel arrives Buyer' s Discharge Port and Buyer carries out the CIQ/SGS inspection and upon successful
inspection Buyer pays by MT103 TT Wire Transfer for the full Product to the Seller. The title take o

Export Director

LLC"OZEN MUNAI GAS"
MR. KILYBAI NURDAULET IGILIKULY
Export Director