

GASOLINE & DIESEL FUEL SALES CONTRACT

Purchase and Sale. Dearybury Oil & Gas. ("Seller") has agreed to sell and deliver, and _____ ("Customer") has agreed to purchase and receive, the product(s) identified below ("Product") in the quantity and at the terms and priced specified below during the period _____ through _____ (the "Initial Delivery Period").

QUANTITY

_____ GALLONS

PRODUCT

CONTRACT TERMS

_____ COST PER GALLON

WHEREAS, (i) Seller is a supplier of refined fuels to refined fuels end users, (ii) Customer desires to purchase refined fuels from Seller, and (iii) Seller desires to sell refined fuels to Customer;

NOW, THEREFORE, in consideration of the foregoing, and all of the promises and agreements set forth herein, which the parties hereto each acknowledge are adequate and sufficient, Seller and Customer do hereby agree:

1. Basic Terms. Seller hereby agrees to sell and deliver, and Customer hereby agrees to buy and receive, the refined fuels product identified above and incorporated herein (the "Product") in the quantity, at the price and during the timeframe specified above.

2. Taxes. Customer agrees that any and all taxes, duties, fees, surcharges and/or other similar charges, now or hereafter imposed by any federal, state and/or local governmental unit upon, measured by, or incident to, the sale and/or transfer of the Product that is sold by Seller to Customer hereunder ("Taxes"), shall be the sole liability and responsibility of Customer, and in the event that Seller is ever obligated to pay any such Taxes, Customer shall promptly reimburse Seller for all such Taxes paid by Seller.

3. Payment. In its sole discretion, Seller may decide to extend a line of credit to Customer on such terms as Seller may specify, from time to time. Seller specifically reserves the right to modify or withdraw such line of credit, at any time, for any or no reason, upon notice to Customer. Unless Seller has extended a credit line to Customer, Customer shall pay, at Seller's sole option, cash in advance or cash at time of delivery. Seller shall deliver to Customer invoices for the Product sold and delivered pursuant to this Agreement, and provided that Seller has extended a line of credit to Customer, such invoices shall be due for payment according to terms established for Customer as indicated on each invoice, and as provided in Seller's credit policy (as revised or amended during the term of this Agreement). Any amounts on such invoices that are not paid in accordance with such remittance terms will be considered overdue, and finance charges will be assessed on such overdue amounts at the lesser of: (i) one and one-half percent (1 1/2 %) per month; the percentage rate set forth in the finance charge policies of Seller in effect on the date of delivery; or the maximum amount that is allowed by applicable law. EXECUTION OF THIS AGREEMENT BY SELLER SHALL NOT CONSTITUTE APPROVAL OF A LINE OF CREDIT FOR CUSTOMER.

4. Financial Responsibility; Right of Offset. Customer agrees that Seller shall have the right to request Customer to provide current financial information that Seller, based on its reasonable judgment, believes is necessary for Seller to assess Customer's ability to perform all its financial obligations set forth in this Agreement. Customer agrees that it shall promptly provide such financial information as requested by Seller. If Customer's payment of any amount that is due to Seller is in arrears, or if the financial responsibility of Customer has become impaired or unsatisfactory in Seller's reasonable judgment, then advance cash payment or satisfactory security shall be given by Customer to Seller upon Seller's demand, and deliveries of the Product may be withheld by Seller until such payment or other security is received. Seller may also exercise a right of offset with respect to any payment or obligation that is due to Seller from Customer under this Agreement, or any agreement between Seller and Customer, against any payment, delivery or other obligation owed by Seller to Customer under this Agreement, or any agreement between Seller and Customer. The exercise by Seller of any rights reserved under this subsection shall be without prejudice to any claim for damages or any other right under this Agreement and/or applicable law.

5. Warranties and Disclaimer. Seller warrants that it will convey good title to the Product sold and delivered hereunder, and that all such Product shall be in compliance with the specifications, if any, referred to above. The foregoing warranties are exclusive of all other warranties, whether written, oral or implied, and except for the foregoing, SELLER MAKES NO WARRANTIES OF ANY KIND AS TO THE PRODUCT DELIVERED TO CUSTOMER UNDER TERMS OF THIS AGREEMENT, EXPRESS AND/OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. Customer specifically agrees that, except as specifically provided for in applicable law, Customer's exclusive remedy for any and all losses or damages that are, in any way, caused by, or arise or result from, Seller's sale and delivery of the Product, and/or activities associated with such sale and delivery of the Product including, but not limited to, any claim of breach of warranty, breach of contract, negligence and/or strict liability, shall be limited to the replacement value of the specific Product for which such a claim for losses and/or damages is proved. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE AND/OR EXEMPLARY DAMAGES.

7. Deposit; Default by Customer. Upon execution of this Agreement, Customer shall pay to Seller the Deposit specified above (the "Deposit"). If: (i) as of the Ending Date, Customer has taken delivery of less than 100% of the Quantity of Product specified above, and (ii) the Product's posted price/gallon as of the Ending Date is less than the Price/Gallon specified above, then Seller shall be entitled to retain, out of the Deposit, an amount equal to the price differential multiplied by the total quantity of undelivered gallons. Any amount of the Deposit remaining thereafter shall be returned to Customer within ten (10) days after the Ending Date. No interest shall be paid on the Deposit. To the extent that Customer takes delivery of more than the Quantity of Product specified above during the Delivery Period (the "Excess Quantity"), the price/gallon for the Excess Quantity shall be Seller's posted price at the time the Excess Quantity is delivered.

In the event of shortages of Product: (i) Seller may, in its sole discretion, allocate the availability of such Product among its existing customers as Seller deems appropriate without any liability to Customer, and (ii) Customer shall have no liability to Seller to the extent that Customer's failure to take delivery of the specified Quantity is caused by Seller's allocation.

8. Force Majeure. Neither party to this Agreement shall be liable to the other party hereto for any loss or damage resulting from any delay or failure to make or accept deliveries caused by or arising out of acts of God or the elements, storms, wars, acts of terrorism, governmental proration or regulation, when raw materials or supplies are interrupted, unavailable, or in short supply, and/or any other cause beyond such party's commercially reasonable control. Customer specifically agrees that nothing contained in this Section 8. shall ever be construed to relieve Customer of its obligations to promptly pay Seller in full for Product delivered to it, or to pay any other monetary obligations of Customer herein.

9. Modification and Waiver. Any of the terms of this Agreement may be waived in writing by the party which is entitled to the benefit thereof; provided, however, that the failure of a party to exercise any right given it hereunder, or to insist on strict compliance with all the terms herein, shall not constitute a waiver of any term, condition, or right under this Agreement, unless and until that party shall have confirmed any such action or inaction to be a waiver in writing.

10. Assignment. This Agreement may not be assigned or transferred by Customer. The Product to be sold pursuant to this Agreement is for use only in Customer's operations.

11. Entire Agreement. This Agreement contains the entire understanding between the parties hereto relating to the subject matter hereof, and shall supersede all prior negotiations, representations, agreements and understandings, whether oral or written, between these parties with respect to the subject matter herein, and neither party shall be liable or bound to the other in any manner by any warranties or representations (whether oral, implied or otherwise) not set forth herein.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original, and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the date first above written.

Dearybury Oil & Gas Inc.

By: _____ Bill Dearybury III-COO _____

Customer Signature: _____

Customer Name: _____



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 :	
SELLER'S TRANSACTION CODE :	
TYPE OF CONTRACT :	
COMMODITY LOCATION :	
QUANTITY :	
PRICE :	
DISCOUNT :	
PAYMENT TERMS :	
SELLER'S NAME :	DEARBURY OIL & GAS
SELLER'S SIDE REPRESENTATIVE :	BILL DEARBURY III - COO
BUYER'S NAME :	
BUYER'S SIDE REPRESENTATIVE :	

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 :	BILL DEARBURY III	ACCEPTED BY US WITH BELOW BANK DETAILS	
DESIGNATION :	COO	BENEFICIARY NAME :	
COMPANY NAME :	DEARBURY OIL & GAS	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 :		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 :		PAYMASTER FOR:	
PASSPORT/ID No :		PAYMASTER FOR :	
NATIONALITY :		PAYMASTER FOR :	
TODAY'S DATE :		PAYMASTER FOR :	
SIGNATURE & SEAL:			

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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)

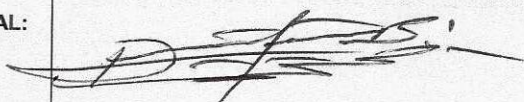
NAME :		COMMISSION SIZE :	
DESIGNATION :		BENEFICIARY NAME :	
COMPANY NAME :		BANK NAME :	
ADDRESS :		BANK ADDRESS :	
TEL :		ACCOUNT No :	
MOBILE :		SWIFT CODE :	
FAX :		BANK OFFICER :	
EMAIL ADDRESS :		BANK TEL :	
SKYPE ID :		BANK FAX :	
PASSPORT/ID No :		PAYMASTER FOR :	
NATIONALITY :		PAYMASTER FOR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

SIGNATURE & SEAL:

SELLER SIDE INTERMEDIARY No. 1 (GROUP 2)

NAME :	JEAN D. BAPTICHAON	COMMISSION SIZE :	
DESIGNATION :	COB	BENEFICIARY NAME :	JEAN D. BAPTICHAON
COMPANY NAME :	MY OIL BROKER	BANK NAME :	BANK OF AMERICA
ADDRESS :	LEFT BLANK INTENTIONALLY	BANK ADDRESS :	222 BROADWAY NEW YORK, NY 10038
TEL :	718-751-5488	ACCOUNT No :	483089710365
MOBILE :	718-751-5488	SWIFT CODE :	BOFA US 3N
FAX :	516-208-7368	BANK OFFICER :	
EMAIL ADDRESS :	JBaptichon@gmail.com	BANK TEL :	
SKYPE ID :		BANK FAX :	
PASSPORT/ID No :	583239452	PAYMASTER FOR :	
NATIONALITY :	U.S.C	PAYMASTER FOR :	
TODAY'S DATE :	3/9/2025	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 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