IMPFA

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT

This Agreement Is Made Effective on the Click to enter a date.

## EN590 10ppm – 200,000 MT

**This Agreement** is made and entered into as of Click to enter a date., by and between the undersigned parties, collectively referred to as “the Parties,” for the sale and purchase of **Diesel Fuel EN590 10ppm Sulfur**, quantity **200,000 Metric Tons (MT)**, under the terms and conditions of the underlying contract(s).

This Agreement is intended to guarantee the protection and irrevocable payment of commissions and fees to the intermediaries and agents involved in facilitating this transaction.

# Parties to the agreement

|  |  |  |
| --- | --- | --- |
| **BUYER** |  | **SELLER** |
|  |  |  |
| Click to insert L. Name. |  | Click to insert L. Name. |
| Click to insert F. Name. | Click to insert F. Name. |
| Name: |  | Name: |
| Insert Company Name. |  | Insert Company Name. |
| Company: |  | Company: |
| Insert Authorized Repr. |  | Insert Authorized Repr. |
| Authorized Representative |  | Authorized Representative |
|  |  |  |
| Signature: |  | Signature: |
| Click to select a date. |  | Click to select a date. |
| Date: |  | Date: |

## Mandates / Intermediaries / Agents

Insert full names and companies of all intermediaries to be paid

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Name** | **Role** | **Email** | Bank details provided |
|  | Click to insert L. Name. | Choose an item. | Click to insert your email. |  |
| Click to insert F. Name. |
|  | Click to insert L. Name. | Choose an item. | Click to insert your email. |  |
| Click to insert F. Name. |
|  | Click to insert L. Name. | Choose an item. | Click to insert your email. |  |
| Click to insert F. Name. |
|  | Click to insert L. Name. | Choose an item. | Click to insert your email. |  |
| Click to insert F. Name. |
|  | Click to insert L. Name. | Choose an item. | Click to insert your email. |  |
| Click to insert F. Name. |

# PRODUCT SPECIFICATION

### PRODUCT SPECIFICATION

* **Product**: Diesel Fuel EN590 10ppm
* **Quantity**: 200,000 Metric Tons (MT)
* **Delivery Terms**: TTO
* **Contract Value**: Gross $590/ Net $580 USD
* **Contract Duration**: 12-Month rollovers

# COMMISSION STRUCTURE

The Seller agrees to pay, via bank transfer, total **commissions** as follows:

|  |  |  |
| --- | --- | --- |
| * **Total Commission**: USD $ | |  |
|  | [Total Commission Amount or Percentage] | |

* **Split**: To be distributed as per the internal agreement between the intermediaries. (*Attach schedule or annex if needed*.)
* **Payment Currency**: United States Dollars (USD)
* **Payment Method**: SWIFT wire transfer

# PAYMENT TERMS

* Payment of the agreed commissions shall be made simultaneously with each tranche of payment from the Buyer to the Seller, upon delivery or shipment, unless otherwise agreed.
* The commissions are irrevocably guaranteed and protected as part of the final transaction price agreed by the Seller and Buyer.
* All commissions are to be paid within 72 hours after the receipt of the Buyer’s payment to the Seller.

# NON-CIRCUMVENTION & NON-DISCLOSURE

All parties to this agreement agree to be bound by the terms of the NCNDA signed in conjunction with this transaction. No Party shall bypass, circumvent, or attempt to do so with regard to the business contacts of any other Party involved in this agreement.

# VALIDITY

This Agreement is valid and enforceable for a period of **five (5) years** from the date of execution and applies to all renewals, rollovers, and extensions of the main supply contract.

# ARBITRATION & GOVERNING LAW

Any disputes arising under or relating to this Agreement shall be resolved by binding arbitration under the rules of the International Chamber of Commerce (ICC). The place of arbitration shall be **London, United Kingdom**, and the governing law shall be the **laws of England and Wales**. The arbitration award shall be final and binding upon all Parties and enforceable in any court of competent jurisdiction.

# CONFIDENTIALITY

All terms, contacts, and financial arrangements contained in this agreement shall remain strictly confidential and shall not be disclosed to any third party without prior written consent.

# EXECUTION

This Agreement may be signed in counterparts, and electronic or facsimile signatures shall be deemed legally binding.

## SIGNATURES

|  |  |  |
| --- | --- | --- |
| **SELLER** |  | **BUYER** |
| Click to insert L. Name. |  | Click to insert L. Name. |
| Click to insert F. Name. | Click to insert F. Name. |
| Name: |  | Name: |
| Insert Company Name. |  | Insert Company Name. |
| Company: |  | Company: |
|  |  |  |
| Signature: |  | Signature: |
| Click to select a date. |  | Click to select a date. |
| Date: |  | Date: |

|  |  |  |
| --- | --- | --- |
| **BROKER** |  | **INTERMEDIARY 1** |
| Click to insert L. Name. |  | Click to insert L. Name. |
| Click to insert F. Name. | Click to insert F. Name. |
| Name: |  | Name: |
| Insert Company Name. |  | Insert Company Name. |
| Company: |  | Company: |
|  |  |  |
| Signature: |  | Signature: |
| Click to select a date. |  | Click to select a date. |
| Date: |  | Date: |

|  |  |  |
| --- | --- | --- |
| **INTERMEDIARY 2** |  | **INTERMEDIARY 3** |
| Click to insert L. Name. |  | Click to insert L. Name. |
| Click to insert F. Name. | Click to insert F. Name. |
| Name: |  | Name: |
| Insert Company Name. |  | Insert Company Name. |
| Company: |  | Company: |
|  |  |  |
| Signature: |  | Signature: |
| Click to select a date. |  | Click to select a date. |
| Date: |  | Date: |