



International Chamber of Commerce

The world business organisation

**INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400/500/600)
NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

DATE: July 5, 2018

Contract Code :	Seller's Code : RNT/894472/JP
	Buyer's Code : INVES26352-72TEC
Product :	AVAIATION KEROSENE COLONIAL GRADE 54 JET FUEL
Product Origin :	RUSSIA
Quantity :	2.000.000 BBL / 5.000 000 BBL CONTRACT /MONTH
Price:	FIXED PRICE USD \$42.00 NET 38.00 BBL
Commission:	\$4.0 Seller side 50% Buyer side 50%
Currency:	USD
Contract Period :	12 MONTH
Delivery Terms :	FOB
Seller's Name :	RUSSNEFT RFINING COMPANY
Seller's side Representative :	Mr ALEKSANDR MALYSEHEV
Buyer's Name :	INVEST-TEC GLOBAL LLC
Buyer's side Representative :	Mr JOAN F FLORES
Contract Date :	July 5, 2018

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>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 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>



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 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 they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected.
- D. That they will not disclose **names, addresses, e-mail address, telephone and tele-fax or telex 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
- F. Parties to this agreement, unless written permission has been obtained from the other party (ies) to do so. For the sale of this agreement, it does not matter whether information 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

We, the **BUYER**, agree 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 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: USD \$4.00 BBL

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

- SELLER SIDE USD \$ 2.00 BBL**
- BUYER SIDE USD \$ 2.00 BBL SPLIT AS UNDER**
 - 1- **NICOLAS MORENO:USD1.00/BARREL**
 - 2- **RAGHAVAN CHANDROTH: USD1.00/BARREL**

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



to any and all transactions will be allocated as mutually agreed.

- I. This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in **All Commonwealth Country's, European Union Country's, USA Courts**, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of 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.

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 current English 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.



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TOTAL COMMISSION: USD 8.00/PER BBL WITH ROLLS & EXTENSIONS

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)		IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
THE SELLER			
Company Name :	RUSSNEFT REFINERY	ACCEPTED BY US WITH BELOW BANK DETAILS	
Nationality :	RUSSIAN	Account Name :	RUSSNEFT REFINERY
Representative Name :	MR. Aleksandr Malyshev	Account # :	426078434182643065322
Designation :	VICE PRESIDENT	Bank Name :	SBERBANK
Address :	69, Pyatnitskaya Street 115054 Moscow Russia	Bank Address :	KIEVSKOE BRANCH 9038, MOSCOW RUSSIA
Telephone # :	+7 (964) 295-8221	Swift Code :	SABRRUMM
Today's Date :	11- June- 2018	All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to:..... for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank.	
SIGNATURE & SEAL			



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TOTAL COMMISSION: USD 4.00/PER BBL WITH ROLLS & EXTENSIONS



NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)		IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
SELLER MANDATE (OPEN)			
NAME :		ACCEPTED BY US WITH BELOW BANK DETAILS	
Passport # :ID:		CONSULTING FEE (WITH ROLLS+EXT):	USD 2,00 \$
Nationality :		Account Name :	
Company Name :		Account # :	
Designation :		Bank Name :	
Address :		Bank Address :	
Telephone # :		Swift Code :	
Fax # :		Bank ABA Routing:	
Mobile # :		Bank Office	
Email Address :		Bank Telephone # / Mobile # of Officer :	
Web Address :		Bank Fax # :	
Today's Date :		All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to:..... for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank.	
SIGNATURE & SEAL			



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TOTAL COMMISSION: USD 4.00/PER BBL WITH ROLLS & EXTENSIONS


NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)		IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
THE BUYER			
NAME :	JUAN FRANCISCO FLORES	ACCEPTED BY US WITH BELOW BANK DETAILS	
Passport # :ID:	483842319		
Nationality :	USA	Account Name :	INVEST-TEC GLOBAL LLC
Company Name :	INVEST-TEC GLOBAL LLC	Account # :	488057360323
Designation :	CEM/ BOARD DIRECTOR	Bank Name :	BANK OF AMERICA
Address :	2111 S .7TH TEMPLE, TEXAS 76504, USA.	Bank Address :	TX2-088-01-01 3405 S. 31ST TEMPLE, TEXAS 76504, USA
Telephone # :	+1-813-295-2364	Swift Code :	BOFAUS3N
Today's Date :	12, JUNE, 2018	All Wire transfers shall incorporate below Text Message and a copy of Bank Wire Transfer slip shall be emailed to:..... for legal verification and documentation pursuant to Patriot Act/Banking regulations with One Original Contract copy to be filed with Bank.	
SIGNATURE & SEAL	 		



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TOTAL COMMISSION: USD4 .00/PER BBL WITH ROLLS & EXTENSIONS

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)		IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)	
BUYER MANDATE commission to be paid by BUYER			
DETAILS		ACCEPTED BY US WITH BELOW BANK DETAILS	
NAME:	Nicolas moreno	CONSULTING FEE (WITH ROLLS+EXT):	US\$ 1,00 per BBL purchased by buyer with R/E JP54 .000.000 BBL
DESIGNATION:	CEO	BENEFICIARY NAME:	Nicolas moreno
COMPANY NAME:	Nicolas moreno	ACCOUNT NAME :	Nicolas moreno
ADDRESS:	1300 6TH NORTH WEST STREET, WASHINGTON, 2001 APARTMENT	BANK NAME:	BANK OF AMERICA
TEL:	+19646392806	BANK ADDRESS:	CHARLOTTE, NC, UNITED STATES OF AMERICA
MOBILE:		ACCOUNT No:	398128210
Email Address:		SWIFT CODE:	BOFAUS3M
TODAY'S DATE:	12 JUNE 2018	ALL WIRE TRANSFERS SHALL INCORPORATE BELOW TEXT MESSAGE AND A COPY OF BANK WIRE TRANSFER SLIP SHALL BE EMAILED ...and OR LEGAL VERIFICATION AND DOCUMENTATION PURSUANT TO PATRIOT ACT/BANKING REGULATIONS WITH ONE ORIGINAL CONTRACT COPY TO BE FILED WITH BANK.	
SIGNATURE:		Text Message: The S.W.I.F.T. or Clear Stream text message covering all remittances shall clearly state the following: „CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS, EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS“.	

ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARIES ABOVE


NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)	IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)
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BUYER FACILITATOR 1
CONSULTATION FEE TO BE PAID BY BUYER



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DETAILS		ACCEPTED BY US WITH BELOW BANK DETAILS	
NAME:	RAGHAVAN CHANDROTH	CONSULTING FEE (WITH ROLLS+EXT):	AT THE RATE OF USD 1.00/BARREL ON TTOAL DELIVERED QUANTITY
DESIGNATION:	CONSULTANT	BENEFICIARY NAME:	RAGHAVAN CHANDROTH
COMPANY NAME:	CONSULTANT	ACCOUNT NAME :	RAGHAVAN CHANDROTH
ADDRESS:	H-74, JAL VAYU VIHAR, HIRANANDANI COMPLX, POWAI,MUMBAI-400076-INDIA.	BANK NAME:	HDFC BANK
TEL:	N/A	BANK ADDRESS:	HDFC BANK, PRUDENTIAL BUILDING, CENTRAL AVENUE, HIRANANDANI GARDEN, POWAI, MUMBAI-400076-INDIA.
MOBILE:	+919702472111	ACCOUNT No:	05921140006322
FAX:	N/A	SWIFT CODE:	HDFCINBB
EMAIL ADDRESS:	rchandroth@gmail.com	IFSC CODE:	HDFC0000239
SKYPE ID:	r.chandroth	ABA Routing #:	JP Morgan Chase Bank, NEW YORK, CHASUS33 A/C No-001-1- 406717= CHIPS ABA:0002
PASSPORT No:	M5231461	Paymaster For	RAGHAVAN CHANDROTH
NATIONALITY:	INDIAN	BANK TELEPHONE:	+912228561818
TODAY'S DATE:	July 5, 2018	ALL WIRE TRANSFERS SHALL INCORPORATE BELOW TEXT MESSAGE AND A COPY OF BANK WIRE TRANSFER SLIP SHALL BE EMAILED TO rchandroth@gmail.com FOR LEGAL VERIFICATION AND DOCUMENTATION PURSUANT TO PATRIOT ACT/BANKING REGULATIONS WITH ONE ORIGINAL CONTRACT COPY TO BE FILED WITH BANK.	
SIGNATURE:		Text Message: The S.W.I.F.T. or Clear Stream text message covering all remittances shall clearly state the following: ., CLEAN, CLEARED, LIEN FREE AND UNENCUMBERED FUNDS, EARNED FROM FINANCIAL CONSULTING FEES ON COMMERCIAL ENTERPRISES OF NON-CRIMINAL AND NON-TERRORIST ORIGINS	

ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARIES ABOVE

NOTARY PUBLIC

ON THIS DATE OF:



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BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC PERSONALLY APPEARED THE FOLLOWING:

TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

MY COMMISSION EXPIRES:

NOTARY PUBLIC SIGNATURE

OFFICER NAME:

TITLE:

NOTARY PUBLIC NAME:

ADDRESS:

TEL:

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.

1st BANK OFFICER SIGNATURE

BANK OFFICE NAME:

TITLE:

PIN NUMBER:

BANK NAME:

BANK ADDRESS:

BANK TEL:



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TODAY'S DATE:

[SEAL]

2nd BANK OFFICER SIGNATURE

BANK OFFICER NAME:

TITLE:

PIN NUMBER:

BANK NAME:

BANK ADDRESS:

BANK TEL:

TODAY'S DATE:

[SEAL]

END OF DOCUMENT