



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)

Table with contract details: CONTRACT CODE, SELLER'S TRANSACTION CODE, TYPE OF CONTRACT, COMMODITY LOCATION, QUANTITY, PRICE, DISCOUNT, PAYMENT TERMS, SELLER'S NAME, SELLER'S SIDE REPRESENTATIVE, BUYER'S NAME, BUYER'S SIDE REPRESENTATIVE.

Table with two columns: NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA) and IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA). Contains legal text for both sections.

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.

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

<b>NON-CIRCUMVENTION, NON-DISCLOSURE &amp; WORKING AGREEMENT (NCNDA)</b>		<b>IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)</b>	
<b>SELLER</b>			
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:			

<b>BUYER SIDE MANDATE No. 1 (GROUP 1)</b>			
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:			

<b>BUYER SIDE INTERMEDIARY No. 1 (GROUP 3)</b>			
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 :	

<b>SIGNATURE &amp; SEAL:</b>	
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<b>SELLER SIDE INTERMEDIARY No. 1 (GROUP 2)</b>			
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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 :	

<b>SIGNATURE &amp; SEAL:</b>	
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<b>SELLER SIDE INTERMEDIARY NO. 2 (GROUP 2)</b>			
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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 :	

<b>SIGNATURE &amp; SEAL:</b>	
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**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:  
TITLE:  
PIN NUMBER:  
BANK NAME  
BANK ADDRESS:  
BANK TEL:  
TODAY'S DATE:

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

[SEAL]

[SEAL]

**END OF DOCUMENT**