MASTER AGREEMENT

Non-Circumvention, Non-Disclosure & Working Agreement

NCNDA — Irrevocable Master Fee Protection Agreement (IMFPA) · Facilitator & Paymaster

Transaction details

CONTRACT CODE	TYPE OF CONTRACT	PRODUCT
PRODUCT ORIGIN	**CONTRACT QUANTITY**	**CONTRACT PERIOD & INCOTERMS**
PAYMENT TERMS	**SELLER'S NAME**	**CONTRACT RELEASE DATE**

Principal parties

SELLER	BUYER

Preamble

WHEREAS the undersigned wish to enter into this Agreement to define certain parameters of their future legal obligations, and are bound by a duty of confidentiality with respect to their sources and contacts, in accordance with the customs of international trade;

WHEREAS the undersigned wish to enter into a working business relationship to the mutual and common benefit of the parties, including their subsidiaries, affiliates, stockholders, partners, joint ventures, trading partners and other associated organisations (hereinafter "Affiliates");

NOW THEREFORE, in consideration of the mutual promises, assertions and covenants herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 Terms and conditions

A The parties will not in any manner solicit nor accept any business from sources or their Affiliates made available through this agreement without the express permission of the party who made the source available, except where the parties can demonstrate in writing a business relationship with said parties, Affiliates or sources which pre-dates this agreement.

B The parties will maintain complete confidentiality regarding each other's business sources and/or their Affiliates, and will disclose such sources only to the named parties with the express written permission of the party who made the source available.

C In any of the transactions the parties wish to enter into and do enter into, they will, to the best of their abilities, ensure that the transaction codes established are not affected.

D The parties will not disclose the names, addresses, e-mail addresses, telephone, fax or telex numbers of either party's contacts to third parties; they each recognise such contacts as the exclusive property of the respective party and will not enter into any direct negotiations or transactions with contacts revealed by the other party.

E The parties further undertake not to enter into business transactions with banks, investors, sources of funds or other bodies whose names have been provided by one of the parties to this agreement, unless written permission has been obtained from the other party or parties. For the purposes of this agreement, it does not matter whether the information was obtained from a natural or a legal person. The parties also undertake not to use a third party to circumvent this clause.

F In the event of circumvention of this agreement by either party, directly or indirectly, the circumvented party shall be entitled to a monetary penalty equal to the maximum remuneration it should have realised from such a transaction, plus any and all expenses incurred to recover the lost revenue, including legal costs.

G All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties to this agreement, relating to any and all transactions, will be allocated as mutually agreed.

H This agreement is valid for any and all transactions between the parties and is governed by the substantive law of England and Wales. The signing parties accept this jurisdiction as the exclusive venue.

I This agreement shall remain in force for five (5) years from the last date of signing.

ARTICLE 2 Agreement to terms

A Signatures on this agreement received by fax, mail and/or e-mail shall constitute an executed contract. The agreement is enforceable and admissible for all purposes as may be necessary under its terms.

B All signatories acknowledge that they have read this agreement and confirm, by their initials and signature, that they have full and complete authority to execute it for and in the name of the party they represent.

ARTICLE 3 Protection of the introducer

A The introducer / facilitator / intermediary is not responsible for the integrity of the sellers introduced to the buyer, nor for the origin and quality of the goods delivered to the buyer.

B The buyer may under no circumstances interrupt the payment of commissions as long as the seller delivers its goods, even if, for any reason whatsoever, the contract between the introducer and the buyer were terminated.

C The introducer may freely and at any time change the beneficiary, bank, country and currency of its choice for receiving its commissions, by written notice.

D The client (seller) shall at all times remain the commercial property of the introducer, and in no case that of the buyer (see article 1).

E The introducer shall at all times be entitled to verify how its commissions are calculated. Each payment shall be accompanied by a detailed statement.

ARTICLE 4 Electronic document transmission (EDT)

A “Accepted and agreed without change. Electronic signature is valid and accepted as hand signature.” Electronically transmitted documents shall be deemed valid and enforceable in respect of any provision of this contract.

B As applicable, this agreement is governed by the EU eIDAS Regulation (No 910/2014), the US ESIGN Act (Public Law 106-229) or any other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001), and by the UN/CEFACT Electronic Commerce Agreement (ECE/TRADE/257, Geneva, May 2000).

C Personal data exchanged are processed in accordance with the General Data Protection Regulation (GDPR, EU 2016/679). Either party may request a hard copy of any document previously transmitted electronically, provided that such request shall in no way delay the performance of their respective obligations.

The principal seller

NAME

ID / PASSPORT NUMBER

NATIONALITY

COMPANY NAME

DESIGNATION

ADDRESS

TELEPHONE

MOBILE

E-MAIL

DATE

SIGNATURE AND SEAL

Handwritten mention: "Read and approved – Good for agreement"

The principal buyer

NAME

ID / PASSPORT NUMBER

NATIONALITY

COMPANY NAME

DESIGNATION

ADDRESS

TELEPHONE

MOBILE

E-MAIL

DATE

SIGNATURE AND SEAL

Handwritten mention: "Read and approved – Good for agreement"

Irrevocable Master Fee Protection Agreement (IMFPA)

The commissions below are irrevocable and payable on each transaction, including rolls and extensions, in accordance with article 3.

Total commission for buyer side: _____ of the total price per metric tonne (MT), closed to: _____

◆ Bank details: they are not included in this document. They are provided separately and in writing to the Paymaster by each beneficiary, then confirmed by a verification call before any payment.

◆ Buyer side beneficiary — Unicom Team

NAME	DESIGNATION	COMPANY NAME
Stéphane AKNIN	Chief Executive Officer (CEO)	UNICOM-ASIA INVESTMENT LTD

ADDRESS	TELEPHONE
The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AB, United Kingdom	

MOBILE	E-MAIL	PASSPORT NUMBER
+33 6 20 32 01 93	unicomgroup@free.fr	

NATIONALITY	COMMISSION SIZE (WITH ROLLS & EXTENSIONS)
French	

PAYMASTER FOR	BENEFICIARY NAME
Unicom Trustee	Unicom Team

SIGNATURE AND SEAL

Handwritten mention: "Read and approved – Good for agreement"

Beneficiary — Buyer side mandate

NAME

DESIGNATION

COMPANY NAME

ADDRESS

TELEPHONE

MOBILE

E-MAIL

PASSPORT NUMBER

NATIONALITY

COMMISSION SIZE (WITH ROLLS & EXTENSIONS)

PAYMASTER FOR

BENEFICIARY NAME

SIGNATURE AND SEAL

Handwritten mention: "Read and approved – Good for agreement"

Beneficiary — Seller side mandate

NAME

DESIGNATION

COMPANY NAME

ADDRESS

TELEPHONE

MOBILE

E-MAIL

PASSPORT NUMBER

NATIONALITY

COMMISSION SIZE (WITH ROLLS & EXTENSIONS)

PAYMASTER FOR

BENEFICIARY NAME

SIGNATURE AND SEAL

Handwritten mention: "Read and approved – Good for agreement"

Beneficiary — Facilitator

NAME

DESIGNATION

COMPANY NAME

ADDRESS

TELEPHONE

MOBILE

E-MAIL

PASSPORT NUMBER

NATIONALITY

COMMISSION SIZE (WITH ROLLS & EXTENSIONS)

PAYMASTER FOR

BENEFICIARY NAME

SIGNATURE AND SEAL

Handwritten mention: "Read and approved – Good for agreement"

Each party initials every page and signs, preceded by the handwritten mention "Read and approved – Good for agreement".