

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT - IMFPA

The Parties described below:

("SELLER"), <name of the selling company>, <company country>, with headquarters <xxxx>, represented by its Representative <name>, <position>.

("BUYER"), <name of the buying company>, <company country>, with headquarters <xxxx>, represented by its Representative <name>, <position>, and

("INTERMEDIARY"), **REOBOTE AGRICOLA LTDA.**, a Brazilian company headquartered in the city of Cesario Lange, in the state of São Paulo, Brazil, represented by the Executive Director.

SELLER, BUYER, and INTERMEDIARY are hereinafter together referred to as "The Parties" and individually as "Party".

Whereas the Parties signed a **NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT - NCND**.

Whereas the Parties established in item 5.3 of the **NCND**, the execution of a **Remuneration Agreement** for payment to the Intermediary.

Whereas the Parties established that this **Remuneration Agreement** is an **integral part** of the **NCND**.

The parties decide and sign this **Intermediary Remuneration Agreement**, hereinafter referred to as **IRREVOCABLE MASTER FEE PROTECTION AGREEMENT - IMFPA**, under the following terms and conditions.

Article 1 - GENERAL CONDITIONS

1.1 The Parties declare, agree, and ratify that this IMFPA is an integral and inseparable part of the NCND signed between the Parties.

1.2 The Parties declare, agree, and ratify that all conditions agreed in the NCND are valid and in force in the IMFPA, without any limitation or restriction.

1.3 The Parties declare, agree, and ratify that the IMFPA will be in force for the same period as the NCND.

1.4 The Parties declare, agree and ratify that they chose the date of xx/xx/xxxx as the date of signature of the NCND, and such date shall be considered, for all purposes, as the beginning of the effectiveness of the IMFPA.

1.5 The Parties declare, agree, and ratify that any extensions of the NCND are binding on the IMFPA and the extension for the same term as the NCND.

1st Signature - SELLER

2nd Signature - BUYER

3rd Signature - INTERMEDIARY

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT - IMFPA

1.6 The Parties declare, agree, and ratify that, in the event of any termination of the NDNC pursuant to item 10.2 in the NDNC, the Intermediary remuneration established in the IMFPA will be due in full until the last day of validity of the NDNC.

1.7 No modification of this IMFPA is valid, unless agreed or evidenced in writing. 1.6 No modification of this IMFPA is valid, unless agreed or evidenced in writing.

Article 2 - PAYERS DECLARE

2.1 The Intermediary's remuneration may be paid by the Seller, by the Buyer or by both, in accordance with the provisions of this IMFPA.

2.2 The Seller and the Buyer, hereinafter referred to as Payers, declare:

a) We, Payers, irrevocably confirm that we will order and instruct our banks to endorse automatic payment orders to the Intermediaries indicated below.

b) We, Payers, confirm that all money orders shall automatically transfer funds as directed to the Intermediary's designated bank account within one (1) business day after the closing and completion date of each shipment of product, during the term of the contract plus any/or specified contract extensions and rollover.

c) We, Payers, agree to provide the Intermediary with written proof of payment orders sent to our bank, together with confirmations of their acceptance.

d) We, Payers, declare that our bank will be instructed to provide duly signed and stamped acknowledgment of this instruction, as set out in the signature table, becoming part of this IMFPA.

Article 3 – REMUNERATION AND PAYMENT

3.1 We, the Seller, and the Buyer, undertake to approve and originate all Intermediary remuneration payments in US Dollars.

3.2 This IMFPA also acts as a record confirming the remuneration amounts for the Intermediary.

3.3 The Intermediary's Remuneration will be US\$ x.00 per Metric Ton (MT) US\$ x.00/MT of Brazilian commodity shipped at the port of origin in Brazil.

3.4 The quantity of commodity expressed in the Bill of Lading (BL) will be the basis for charging the Intermediary Remuneration.

3.5 The Intermediary's Remuneration will be paid by the Seller, by the Buyer or by both, according to the criteria previously agreed between the Parties, as established below:

1st Signature - SELLER

2nd Signature - BUYER

3rd Signature - INTERMEDIARY

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a) Remuneration paid by the Seller: x.00 per MT

b) Remuneration paid by the Buyer: x.00 per MT

3.6 The payment of the Remuneration must be made on the business day following the shipment of the commodity manifested in the BL.

4 - APPLICABLE LAW

4.1 Any issues relating to this contract that are not expressly or implicitly resolved by its provisions will be governed, in the following order:

a) by the 2010 UNIDROIT Principles on International Commercial Contracts.

b) by the Brazilian legislation applicable to the situation, and

c) by the principles of law generally recognized in international trade as applicable to international contracts with intermediaries.

5 - ARBITRATION

5.1 All disputes arising out of or relating to this contract will be finally resolved under the arbitration rules of the "International Chamber of Commerce (ICC)" by one or more "Arbitrators" appointed in accordance with the said rules.

5.2 Each award will be binding on "The Parties" and enforceable by law. By submitting the dispute to arbitration under these Rules, "The Parties" undertake to comply with any award without delay and will be deemed to have waived their right to any form of redress, to the extent that such waiver can be validly made.

5.3 Each of the "Parties" subject to the declared breach shall be responsible for its own legal expenses until a judgment is rendered or an agreement is reached, provided, however, that "That Party" is found to be in default by "The Arbitrator(s)(s)" shall compensate the aggrieved party to pay its heirs, assignees and/or projects for the total remuneration received as a result of the business carried out with "The Parties" covered by this agreement, plus all its arbitration costs, legal expenses and others charges and damages deemed fair by "The Arbitrator(s)" to banks, credit institutions, companies, organizations, individuals, lenders or borrowers, recipients or suppliers that have been brought by the named party notwithstanding any other provisions of the sentence.

5.4 The arbitration will be held in Brazil, in English, and "The Arbitrator(s)" must observe the provisions of this Agreement and the applicable legislation as established in item 4.

6 - TRANSMISSION OF THIS AGREEMENT

1st Signature - SELLER

2nd Signature - BUYER

3rd Signature - INTERMEDIARY

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6.1 The transmission of this agreement through telefax or e-mail shall be legal and binding.

7 - AGREE AND ATTESTED

7.1 Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company / mandate to enter and be bound by the commitments and obligations contained herein either as individual, corporate body or on behalf of a corporate body.

EDT (Electronic document transmissions)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: -

- 1- Incorporate **U.S. Public Law 106-229**, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and
- 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**.


1st Signature - SELLER

2nd Signature - BUYER

3rd Signature - INTERMEDIARY

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“Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)”

THE SELLER	
NAME:	Beneficiary Name:
Passport #:	Account Name:
Nationality:	Bank Account #:
Company Name:	Bank Name
Designation:	Bank Address
Address:	Swift Code:
Telephone #:	ABA/Routing #:
Fax #:	Bank Officer
Mobile #:	Bank Email:
Email Address:	Bank Telephone #:
Website	Bank Fax #:
Today's Date	Bank Website
SIGNATURE & SEAL	


1st Signature - SELLER

2nd Signature - BUYER

3rd Signature - INTERMEDIARY

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THE BUYER	
NAME:	Beneficiary Name:
Passport #:	Account Name:
Nationality:	Bank Account #:
Company Name:	Bank Name
Designation:	Bank Address
Address:	Swift Code:
Telephone #:	ABA/Routing #:
Fax #:	Bank Officer
Mobile #:	Bank Email:
Email Address:	Bank Telephone #:
Website	Bank Fax #:
Today's Date	Bank Website
SIGNATURE & SEAL	

1st Signature - SELLER

2nd Signature - BUYER

3rd Signature - INTERMEDIARY

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INTERMEDIARY			
NAME:		COMMISSION:	
Passport #:		Beneficiary Name:	
Nationality:		Account Name:	
Company Name:		Bank Account #:	
Designation:		Bank Name	
Address:		Bank Address	
Telephone #:		Swift Code:	
Fax #:		ABA/Routing #:	
Mobile #:		Bank Officer	
Email Address:		Bank Email:	
Website		Bank Telephone #:	
Today's Date		Bank Fax #:	
SIGNATURE & SEAL			

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, KNOWN BY BUYER'S OR SELLER'S CODE: "XXXXXXXXXXXX/XXXXXXXXXX", FOR SAME DAY SETTLEMENT."

1st Signature - SELLER	2nd Signature - BUYER	3rd Signature - INTERMEDIARY
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ALL BANK CHARGES SHOULD BE BORNE BY ACCOUNT BENEFICIARIES ABOVE

BANK ENDORSEMENT

This irrevocable payment order has been lodged with us and will be executed as per instructions above.



1st Bank Officer

Name:

Title:

Pin Number:

Bank Name:

Seal:

Date:, xxxx

2nd Bank Officer

Name:

Title:

Pin Number:

Bank Name:

Seal:

Date:, xxxx

AGRÍCOLA

REOBOTTE

END OF DOCUMENT

1st Signature - SELLER

2nd Signature - BUYER

3rd Signature - INTERMEDIARY