

IRREVOCABLE FEE PROTECTION AND PAY ORDER AGREEMENT

This agreement is an additional irrevocable pay order agreement to the below mentioned transaction:

PRODUCT/BUSINESS: _____

QUANTITY: _____

TOTAL VALUE: _____

TOTAL COMMISSION (EURO): _____
(IF MEDIATOR involved) _____

SELLER NAME, ADDRESS: _____

BUYER NAME, ADDRESS: _____

MEDIATOR NAME, ADDRESS: _____

PAYMASTER: De Micco & Friends Lawyers (in the following "Paymaster")

This agreement is valid only upon the successful completion of the Coded Transactions referenced above; otherwise it is null and void.

I, the undersigned, an authorized signatory for **BUYER**, hereby irrevocably and unconditionally confirm our payments to the participating beneficiary who is listed hereafter and subject to receipt of the respective fee payment orders.

This order of payment is irrevocably confirmed and payable upon the closing of each and every transaction, without any protest, delays, and/or deductions (other than bank wire transfer fees and routine banking delays) to the hereafter designated Beneficiary.

Furthermore, each designated Beneficiary will irrevocably pay all his/her intermediaries without any protest, delays, and/or deductions (other than bank wire transfer fees and routine banking delays). In every transaction, the fees have to be divided among the people covered by the hereafter designated Beneficiary. Each person / payee must give his full bank coordinates. Commissions will be immediately paid by SWIFT Wire Transfer to the hereafter designated payees' bank accounts from the seller's Paymaster after the consummation of the deal. All the bank expenses from the designated Paymaster will be paid by the covered payees. These expenses must not exceed the usual international expenses. Hence; the **Paymaster**, agrees to place this Irrevocable Fee Protection Agreement in full force with his bank for the purpose of payment to the herein mentioned beneficiary:

Group - 1:

DESCRIPTION	BENEFICIARY
Beneficiary	
Passport No.	
Phone	
Fax	
Email	
Address	
Total Commission / Fee	
Bank Name	
Bank Address	
IBAN/ SWIFT Code	
Account Name	
Account No.	
Phone	
Bank Officer	

Group - 2:

DESCRIPTION	BENEFICIARY
Beneficiary	
Passport No.	
Phone	
Fax	
Email	
Address	
Total Commission / Fee	
Bank Name	
Bank Address	
IBAN/SWIFT Code	
Account Name	
Account No.	
Phone	
Bank Officer	

Paymaster's Banking Coordinates:

DESCRIPTION	PAYMASTER
Paymaster's Name	De Micco & Friends
Signatory	
Title	
Phone	
Email	
Address	
Bank Name	
Bank Address	
SWIFT Code	
IBAN	

All parties involved in this transaction herewith irrevocably agree that the above named intermediary do not assume any responsibility for the above named transaction and they cannot be held liable for any reason associated with the above transaction, except for **the Non- Circumvention and Non-Disclosure (N.C.N.D.)** violations.

This agreement is an irrevocable commitment by the undersigned to remit to the payee listed above to the Bank coordinates shown, the amount of commissions as described herein. All rules and regulations of I.C.C 400/500/600 regarding confidentiality, Non-Circumvention and Non-Disclosure applies to all parties of the agreement and said rules and regulations shall remain in full force for a period of five (5) years from the date of this agreement with extension to be agreed upon I.C.C rules and regulations shall govern this agreement. All entitlements under this pay order shall include the entire transaction named herein and extensions, rollovers, or negotiated transactions leading to new contracts by and between Buyer/Buyer Mandate and Seller/Seller Mandate.

The undersigned does hereby irrevocably guarantee with full corporate authority and responsibility and under penalty of perjury, to provide fee protection for total sales amount of the contracted volume, payable in Euro.

The Paymaster will pay the commissions on date of the payment of the Letter Of Credit by direct Bank transfer.

A need for change of Beneficiary(ies) and/or Beneficiary(ies) banking coordinates may arise from time to time. In such instances, the undersigned agree to conform to all demands for new banking instructions as soon as such demands are formulated and verified by the Beneficiary(ies) in writing.

It is mutually understood that each party in this agreement agrees to keep confidential the described Coded Transaction and is not to disclose the Transaction Code and Transaction Description, Buyer, or Owner/Seller, or the names of any banks or other institutions party to the specific transaction. It is likewise understood, that the PAYMASTER, expressly reserves the right to deal with any bank, depository, public or private, that they have in the past, or decide to pursue transactions with in the future, including those institutions that may be used in completing this transaction, regardless of this transaction. The OWNER, SELLER, or SELLER'S MANDATE shall have no claim against any dealings whatsoever of whether outside this agreement by BUYER.

This document constitutes a guaranteed, irrevocable, unconditional and not retractable payment order issued to the beneficiaries named herein, given with full corporate responsibility, by which I hereby instruct my bank as specified herein, to simultaneously pay, without any protest and/or delay, upon the closing of each and every transaction, until the transactions under the above entered codes is totally completed, the compensation to the beneficiaries' bank accounts, as stipulated herein.

This Irrevocable Fee Protection Agreement shall remain unchanged until the transaction(s) under the said Contract & this Fee Protection Agreement has been completed and terminated. The Seller expressly agrees to immediately execute such additional documents as may be necessary or required to effectuate the intention contain herein.

IN WITNESS WHEREOF, the undersigned BUYER, SELLER and MEDIATOR has executed this agreement on this day of

Date: _____

For and on Behalf of Paymaster	
Company Name	De Micco & Friends
Signatory	
Title	
Phone	
Email	
Address	
Seal	

For and on Behalf of Beneficiary 1	
Company Name	
Signatory	
Title	
Phone	
Email	
Address	
Passport No:	
Seal	

For and on Behalf of Beneficiary Group 2

Company Name

Signatory

Title

Phone

Email

Address

Passport No:

Seal

For and on Behalf of MEDIATOR

Company Name

Signatory

Title

Phone

Email

Address

Passport No:

Seal