

Rüsselsheim am Main, Germany

NCNDA / IMFPA — Template

Non-Circumvention, Non-Disclosure and Working Agreement (NCNDA)

- 1. Parties: StartLiving Group GmbH ("Seller/Facilitator") and the undersigned intermediary ("Intermediary").
- 2. Non-circumvention: the parties shall not circumvent each other for a period of five (5) years from signature in respect of the contacts, buyers, sellers and sources introduced.
- 3. Non-disclosure: all commercial, technical and banking information exchanged is confidential and may not be disclosed to third parties without written consent.
- 4. Chain: the Intermediary declares the full chain of intermediaries on its side; undisclosed intermediaries are not entitled to fees.
- 5. Governing law: German law; disputes to ICC arbitration, seat Frankfurt am Main, language English.

Irrevocable Master Fee Protection Agreement (IMFPA)

- 1. Commission: ____ USD per metric ton / ____ % of invoice value, payable per shipment.
- 2. Payment: by the paymaster bank via MT103 within three (3) banking days after each payment received under the DLC/SBLC, against commercial invoice.
- 3. Beneficiary bank coordinates: Bank ____ · SWIFT ____ · Account ____ · Beneficiary ____.
- 4. Validity: for the full duration of the SPA including rollovers and extensions.
- 5. No upfront fees: nothing in this agreement obliges any party to pay fees before payment for product is received.

Signature Intermediary: _____ Date: _____ Signature StartLiving Group GmbH:
