Petroleum Deals Corp Global Acquisitions Services



BUYER MANDATE NON CIRCUMVENTION & NON DISCLOSURE WORKING AGREEMENT

AGREEMENT BETWEEN TWO PARTIES INVOLVED

AGREEMENT MANDATE	FULL NAME	PASSPORT / DNI Nº	DATE
1) NAME OF BUYER-GRANTOR	Petroleum Deals, LLC C/O William Peterson		
2) NAME OF BUYER-MANDATE			

AUTHORIZATION Buyer Mandate for Our Company

We, ____

_____, Represented by Mr. William Peterson of Petroleum Deals, LLC

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ompany Name:
ddress:
ity/ZIP:
ountry:
ompany Reg Nr:
epresented by:
assport number:
hone:
mail:
ignature:
osition in Company:
ationality:

Authorized to act, and buyer mandate granted to:

Company Name:	PETROLEUM DEALS, LLC
Address:	315. W. HOUSE STREET
City/ZIP:	ALVIN, TX 77511
Country:	U.S.A.
Company Web:	www.PetroleumDeals.com

Represented by: William Peterson

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.

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Passport number/Ba	arcode:
Phone:	347-878-3011
Signature:	
Email:	PetroleumDealsCorp@gmail.com
Position in Company	: Facilitator
Nationality:	(USA)

In USA and other Countries around the world as our representative to trade with our goods. Mr. William Peterson is accredited as our Buyer/Mandate/Facilitator and he takes care of our interests.

Mr. William Peterson/ PETROLEUM DEALS, LLC., is the direct partner of (Name of company grantor) and represents our company to other co-operation partners.

Field of duty:

Sourcing of commodities and sales of these goods:

- TANKERS, VESSELS, SHIPS VARIOUS, SALES AND PURCHASE NEWBUILT, ETC.
- COMMODITTIES, VARIOUS OIL PRODUCTS, OR OTHERS NOMINATED HERE

This Agreement takes effect upon signature of all parties and is valid for TWO year, start from _____ 2013 TO _____ TO 2014 .

Signed for and on behalf of Company

Signed for and on behalf of PETROLEUM DEALS, LLC

Dated this _____ day of _____2012.

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(Seal/Stamp)

(Seal/Stamp)



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ANNEX # 2

BUYER MANDATE NON CIRCUMVENTION & NON DISCLOSURE WORKING AGREEMENT BETWEEN PARTIES INVOLVED

THIS NCNDA IS FOR THE DEAL OF :

Whereas, each signatory Party possesses certain information, not known by any other Party and whereas, the parties are initially desirous or conducting various business transactions in contact with any third Party introduced by other Party to this agreement, except for the mutual benefit of all Parties, the undersigned Parties agree, in the consideration of the foregoing promises to abide by the following terms and conditions:

1. <u>Non-Circumvention</u>: Each Party agrees not to directly or indirectly contact, deal with, transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, or other entities introduced by either Party without the specific written permission of the introducing Party or initiate buy/sell relationship or transactional relationship that by-passes one of The Parties to one another in connection with any ongoing and future transaction or project.

2. <u>Each Party</u> agrees not to directly or indirectly circumvent, avoid or bypass each other regarding any, renewals, corporation, partnerships, proprietorships, trusts, or other entities introduced by either Party.

3. <u>Non- Disclosure</u>: Each Party agrees not to disclose or otherwise reveal to any third Party the identities, addresses, telephone numbers, facsimile numbers, E-mail addresses, telex numbers, bank codes, account numbers, financial reference, or any other entities introduced by either Party to the other without the specific written permission of the introducing Party.

4. <u>Parties bound</u>: This Agreement shall be binding upon all undersigned Parties and their successors, associates, affiliates and assigns. Each Party shall take reasonable steps to ensure that their Employees, Agents Representatives, Officers, Independent Contractors, Shareholders, Principals and other third Parties abide by the provisions of this Agreement.

5. <u>Notice</u>: All notices, demands, consists, or requests given by the Parties shall be in writing transmitted by electonic signature, telecopy, e-mail or other means of facsimile transmission with return confirmation requested, postage prepaid, to the other Party at the last facsimile number or address the Party has designated by notice here in. Notice shall be considered to have been given.

6. <u>Language</u>: The language in all the Agreement shall be in all cases constructed simply according to its fair meaning and not strictly for or against any of the Parties and it is agreed that the English language is used.

7. <u>Severability</u>: Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.

8. <u>Integration</u>: This Agreement constitutes the entire Non Circumvention Agreement between the Parties and supersedes all prior discussion, negotiations and Agreements, whether oral or written. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement.

9. <u>Amendments</u>: Any change or amendment to this Agreement, including oral modification supported by new consideration, must be reduced to writing and signed by all Parties before it will be effective.

10. <u>Waiver</u>: No waiver or default of any of this agreement by any party shall be implied from any omission of such party to take action against the defaulting party. One or more waivers of any covenant, terms or condition of this agreement by any party shall not be considered to be waiver of render unnecessary consent or approval of said party of any subsequent or similar acts or omission.

11. <u>Arbitration</u>: This agreement is valid for any an all transactions between the parties herein. Any controversy or claim arising out of this agreement which is not settled between the parties themselves, shall be settled by arbitration in accordance with the international chamber of commerce (ICC) rules and arbitration is the nearest regional or ICC noncircumvention and non-disclosure laws and binding for all undersigned parties and their associates, affiliated, employees, agents holders and principals and assigns.

12. <u>Attorney's Fees</u>: If any party files any action or brings any proceeding against other arising from this agreement, or is made a party to any action or proceeding arising from this agreement, the prevailing party shall be entitled to recover as an element of their cost to suit and not as damages reasonable attorney's fees to be fixed by the court, arbitrator or adjudicative authority. The prevailing party shall be the party entitled to recover their cost to suit or arbitration, whether or not entitled to recover costs.

13. Relationship: The Parties hereto shall not be deemed to be Partners or Joint Ventures and no Party shall be liable for

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any other Party's commitments or liabilities resulting from execution of this Agreement. Force and defect of Document: The Parties here to agree that a signed electronic signature, telefax, telecopy or other facsimile copy of this Agreement shall have the same force and effect and as the original of this document.

14. All consideration, 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. 15. A party shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to acts of God, civil disturbances, honest mistakes and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of "The Parties".

16. <u>Force and Effect of Documents</u>: The Parties hereto agree that a signed electronic signature, telefax, telecopy or other facsimile copy of this Agreement shall have force and effect as the original of this document.

17. RELEASE: The signing parties accept that are acting only as intermediaries in this or any other future transaction introducing the seller's parties with the buyer's parties. Since no one knows each other, all parties agree and accept to release the intermediaries and do not take any action, legal or not, against each other for whatever reason, Both buyer and seller agree that it is their own responsibility to sign contracts and or reach verbal agreements between them and take full responsibility for this decision and for any and all expenses they may have with the deals now and in the future. The intermediaries have sent to the buyer and seller all the information they have available about buyer's and seller's companies as received from both companies, and all parties agree that the acceptance of such information is the full responsibility of the recipient party, therefore intermediaries are not responsible in any way now or in the future, including, but not limited, to any transaction, business, payments, agreements, deposits, changes, cancellations, claims, triak, law suits, suspensions or cancellations of contracts or shipments of product, misinformation or any other event related or not to the deals between the signing parties. Signing parties are fully responsible to accept or refuse to negotiate and or sign any kind of contracts or agreements, all parties agree to release the intermediaries for any and all events that may arise from this or any other transaction.

18. This agreement shall be valid for five (5) years commencing from the date of this agreement.

This agreement has an option to renew for a further period of five (5) years subject to and upon the terms and conditions agreed between both parties. This agreement shall apply to:

- All transactions originated during the term of this agreement.
- All subsequent transactions that are follow up, repeat, extended or renegotiated transactions of transactions originated during the term of this agreement. In case a deal is closed, or requested, before the expiration date, then the new expiration date of 5 years would commence on the date the new deal was agreed or requested.

19. This agreement in no way shall be construed as being an agreement of partnership and none of The Parties shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other. 20. Commissions, fees, compensation or remuneration to be paid as part of transaction covering The Parties to this agreement, shall be agreed upon by separate written agreement by The Parties concerned and shall be paid by the seller at the time such contract designated, concluded or monies changing hands between buyers and sellers, unless otherwise agreed among The Parties.

The Parties hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration, arrangements made as part of a commission transaction even in the event that The Parties are not an integral member to a specific commission and fee, remuneration agreement. The only party responsible to pay commissions is the seller; therefore all signing parties release each other in case of any unpaid commissions or any other problem that may arise.

21. In specific deals where one of the parties allows the other party to deal directly with the buyer or seller or any other intermediary, the authorized party shall inform the other party of the development of the transaction, on a weekly basis, by sending copies of all correspondence exchanged related to said transaction. All parties agree that in case the seller has sent an official document to the buyer, SCO, FCO, Draft Contract or any other, or has received a LOI or ICPO from the buyer, the seller or its intermediaries would contact directly the buyer to speed up the process, sending a copy of these messages to the party who brought the deal to them.

22. In case of circumvention and one of the parties closes a deal without the intervention of the other party, the party in default by the arbitrator shall compensate the other party with the total remuneration paid by the seller as a result of the business conducted with the parties covered by this agreement.

(Now accepted and agreed without change)

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1) First Signatory details:

Signatory's Full Name: **Company Name:** Address: Phone: **Email:** Web: **Company Seal & Signature:**

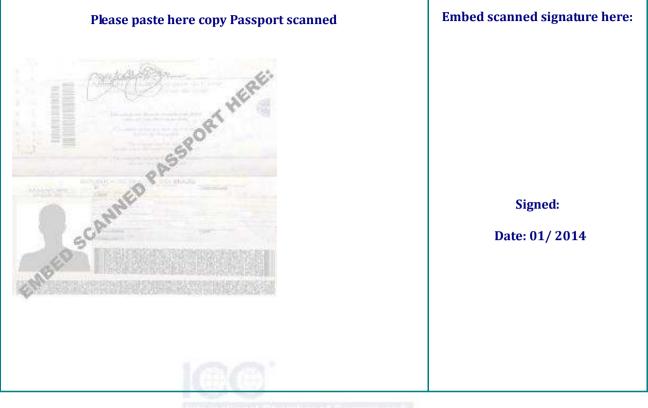
William Peterson **PETROLEUM DEALS, LLC** 315 WEST HOUSE STREET, ALVIN, TX 77511 347-878-3011 PetroleumDealsCorp@gmail.com www.PetroleumDeals.com

Signature

Signed Date: _____ day of _____ 2012 (Stamp)

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Fax:

2) Second Signatory Details:

Signatory's Full Name: **Company Name:** Address: Phone: Email: **Company Seal & Signature:**

Signature

Signed Date: _____ day of _ 2012 (Stamp)

ELECTRONIC SIGNATURE IS VALID AND ACCEPTED AS HAND SIGNATURE --- END OF DOCUMENT---

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