

AGENCY AGREEMENT № XXXXXXXX

is entered into this day of _____
by and between

Hereinafter referred to as 'Principal'
COMPANY NAME:
ADDRESS:
COMPANY NUMBER: NIP:
E-MAIL:
REPRESENTED BY:
TITLE:
Hereinafter referred to as 'Agent'
COMPANY NAME:
ADDRESS:
COMPANY NUMBER:
E-MAIL:
REPRESENTED BY:
TITLE:
Principal and Agent are collectively referred to in this Agreement as the "Parties" and any of them individually as a "Parties".

1. The Subject of the Agreement

1.1. Under this Agreement, the Principal instructs, and the Agent undertakes, for a fee, to perform on behalf and at the expense of the Principal the following legal and actual actions: search and conduct negotiations with potential Sellers, to conclude contracts for the supply of petroleum products (hereinafter referred to as the Supply Contracts) between potential Sellers and the Principal on the terms agreed by the Parties to this Agreement.

1.2. For the execution of the specified order, the Principal pays the Agent a fee in accordance with the terms of this Agreement.

1.3. The rights and obligations under transactions made by the Agent pursuant to this Agreement arise directly from the Principal.

1.4. The order is considered fulfilled from the moment the Agent concludes with a third party (individual or legal entity) on behalf and at the expense of the Principal of the supply (purchase and sale) agreement.

1.5. The Principal is not entitled to conclude supply (purchase and sale) agreements directly with the Seller of the goods by the established Agent, without the involvement of the Agent.

2. Rights and Obligations of the parties

2.1. The agent undertakes:

2.1.1. act in the interests of the Principal in order to derive the greatest benefit for the Principal;

2.1.2 conduct a search for the Seller of the goods in accordance with the terms of the Principal;

2.1.3 holding on behalf of the Principal preliminary negotiations on the supply of goods with the Seller of the goods;

Principal: _____

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2.1.4 coordination with the Principal of the procedure for conducting a transaction with the Seller of the goods. If the Principal does not notify within a maximum of 3 calendar days of his consent to conclude an agreement agreed by the Agent on the basis of the received order, it is considered that he refused to conclude it;

2.1.5 on the written instruction of the Principal, conclude on behalf and at the expense of the Principal a supply agreement, as well as other agreements necessary for the execution of the Principal's instructions;

2.1.6. within three days, transfer to the Principal the originals of the prisoners in accordance with clauses 2.1.5. of this Agreement contracts and agreements;

2.1.7 comply with the agreement on working relations, non-circumvention and non-disclosure provided for in clause 9 of this agreement;

2.2. The agent has the right:

2.2.1. enter into agreements with third parties on behalf of the Principal, subject to written agreement with the Principal of the terms of such agreements;

2.2.2. in case of receipt of the Principal's order for the provision of a certain type of services not listed in this Agreement, proceed to their execution only after agreeing with the Principal on the cost of these services and obtaining written approval from the Principal;

2.2.3. receive remuneration in accordance with the terms of this Agreement;

2.2.4. timely receive the information necessary for the proper performance of their functions and not start performing their duties until it is received.

2.3. The Principal undertakes:

2.3.1. no later than 3 (three) calendar days to arrange timely provision to the Agent of documents, instructions and other information necessary for the Agent to conclude the Supply Agreement;

2.3.2. if necessary, at the written request of the Agent, issue to the Agent a power of attorney for the right to perform the actions provided for in this Agreement;

2.3.3. timely and in full pay the agency fee, as well as reimburse all reasonable, documented expenses of the Agent incurred by him in the performance of obligations under this Agreement and agreed with the Principal;

2.3.4. within 3 (three) calendar days from the date of conclusion of the Supply Agreement between the Agent and the Seller of the goods, sign with the Agent the Certificate of acceptance of the work performed, in accordance with Appendix No. 1 to this Agreement. If there are reasonable objections, inform the Agent about them in writing within 3 (three) calendar days from the date of receipt of the Act. Otherwise, the Certificate of acceptance of the work performed is considered approved by the Principal;

2.3.5. on a monthly basis, but no later than the second day of the next month, provide the Agent with all copies of documents determining the quantity and cost of the delivered goods in accordance with the Supply Agreement, necessary for signing the Protocol for accounting for monthly commission payments (Appendix No. 2);

2.3.6. within 3 (three) calendar days, sign the Protocol for recording monthly commission payments provided by the Agent (Appendix No. 2). If there are reasonable objections, inform the Agent about them in writing within 3 (three) calendar days from the date of receipt of the Act. Otherwise, the Protocol for accounting for monthly commission payments (Appendix No. 2) is considered approved by the Principal;

Principal: _____

Agent: _____

2.3.7. inform the Agent about the course of ongoing negotiations with third parties, about shipments and payments under contracts concluded with the Sellers of goods established by Agent;

2.3.8. comply with the agreement on working relations, non-circumvention and non-disclosure provided for in clause 9 of this agreement;

2.3.9. sign this Agreement before signing the Supply Agreement;

2.4. The Principal has the right:

2.4.1. Require the Agent to comply with the trade secret regime in relation to all information and documentation provided by the Principal as part of the execution of this agreement;

2.4.2. Receive from the Agent information about the progress of the order;

2.4.3. Give instructions to the Agent on the execution of instructions under this Agreement. The instructions of the Principal must be lawful, feasible and specific;

2.4.4. At the request of one of the Parties, the parties reconcile mutual settlements on the basis of payment and shipping documents, the results of which are documented in the Reconciliation Report. The Party that received the Reconciliation Report is obliged to consider it, duly execute it and return one copy within three days to the Party that submitted the Reconciliation Report. Disputable issues are subject to settlement within 3 (three) working days according to the reconciliation report from the date of receipt of this Certificate.

3. Remuneration and payment procedure

3.1. The agent is entitled to remuneration under all contracts concluded as a result of his efforts.

3.2. The Principal undertakes to pay the Agent a commission fee in the amount of ____,00 \$ USD (_____) US dollars, excluding VAT, from each metric ton of diesel EN590 transferred to the Buyer from the Seller of the goods, during the period of validity of the signed Supply Agreement, in accordance with the Acceptance Certificate for the Works

Performed and the Record of Accounting for Monthly Payments of Commission Remuneration provided for in Annexes No. 1, No. 2 to this Agreement.

3.3. The right of the Agent to a commission arises immediately after the conclusion of the Supply Agreement and is paid by the Principal for each tranche of the delivered goods. The payment of commission to the Agent is made on a monthly basis, within 3 (three) calendar days from the date of signing the Protocol for accounting for monthly commission payments (Appendix No. 2).

3.4. The date of payment of the Commission fee is only the date when the Principal's Bank credits funds to the Agent's settlement account.

3.5. The cost of the Agent's expenses for the provision of additional services not provided for by this Agreement is included in separate lines in the total amount of the invoice issued by the Agent to the Principal on a monthly basis.

3.6. All settlements between the Agent and the Principal are carried out by transferring funds to the settlement account specified in this Agreement, unless otherwise agreed by the Parties.

3.7. All bank expenses related to making payments under this Agreement shall be at the expense of the Party making the payment.

3.8. The Agent is entitled to payment of remuneration under all subsequent Supply Agreements concluded between the Principal and the Seller of the goods, upon expiration of the agency agreement, as well as under

Principal: _____

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all Agreements concluded between the affiliates of the Principal and the Seller of the goods, in accordance with the no- circumvention agreement.

4. Responsibility of the Parties

4.1. For non-fulfillment or improper fulfillment of their obligations under this Agreement, the Parties shall be liable in accordance with the procedure established by the legislation of Great Britain.

4.2. Under agreements concluded by the Agent with third parties in accordance with this Agreement on behalf of and at the expense of the Principal, the rights and obligations arise directly from the Principal.

4.3. The Agent does not bear any responsibility for financial and property obligations taken between the Buyer and the Seller of the goods in accordance with the concluded Supply Agreement.

4.4. In the event that the Principal delays payment of the commission fee (more than three calendar days) to the Agent stipulated by this Agreement, the Agent collects the commission fee due to them unconditionally from the Principal's current account by presenting a bill of exchange specified in clause 10.5 of this Agreement to the Principal's bank.

4.5. In case of delay in payment of commission to the Agent, the Principal shall pay a penalty in the amount of 0,5 % of the amount of unpaid commission for each day of delay in payment, until the actual payment of the overdue commission.

4.6. In case of untimely signing of the Acceptance Certificate and / or Protocol for accounting for monthly commission payments, the Principal pays a penalty in the amount of 0,5% of the total amount of the cost of the goods provided for in the concluded Supply Agreement, for each day of delay until the actual signing of the act .

4.7. In case of late provision to the Agent of documents determining the quantity and cost of the delivered goods in accordance with the Delivery Agreement, the Principal pays a penalty in the amount of 0,5% of the total amount of the cost of the goods provided for in the concluded supply agreement, for each day of delay until the date of the actual delivery of the documents.

4.8. The party that has violated the agreements on working relations, non-circumvention and non-disclosure provided for in paragraph 9 of this agreement is obliged to compensate the other party for losses in double the total amount of the cost of the goods provided for in the concluded Supply Agreement.

4.9. Payment of sanctions and / or compensation for damages in the form of fines and losses does not relieve the guilty party from compensation for direct material damage, including compensation for indirect, material or non- material damage, and also does not relieve the Parties from their obligations to fulfill this Agreement.

5. Force majeure circumstances

5.1. None of the Parties shall be liable to the other Party for failure to perform or improper performance of obligations under this Agreement due to force majeure circumstances, that is, emergency and unavoidable under the given conditions, including declared and actual war, civil unrest, terrorist acts, floods , earthquakes, storms and other natural disasters, as well as the issuance of prohibitive acts of state bodies.

5.2. In the event of force majeure circumstances, the period for the Parties to fulfill their obligations shall be extended in proportion to the time during which such circumstances will operate.

5.3. The Party for which it became impossible to fulfill obligations under this Agreement is obliged immediately, but no later than 5 (five) working days from the date of occurrence of such circumstances, to notify the other Party in writing of the occurrence, expected duration and termination of force majeure

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circumstances. Evidence of the existence and duration of force majeure circumstances will be a document of the relevant authorized body.

5.4. Failure to notify or untimely notification deprives the Party of the right to refer to force majeure circumstances as a ground for exemption from liability for failure to fulfill obligations under this Agreement.

5.5. If force majeure circumstances last for 3 (three) months, this Agreement may be terminated by either Party by sending a written notice to the other Party.

6. Dispute Resolution

6.1. All disputes arising from the execution of this Agreement shall be resolved by the Parties through negotiations, which may be carried out, including by sending letters by mail, exchanging facsimile and electronic messages.

6.2. If the Parties do not come to an agreement through negotiations, all disputes are considered in the complaint procedure. The term for consideration of the claim is 7 (seven) calendar days from the date of receipt of the claim.

6.3. In the event that disputes are not settled by the Parties through negotiations and in a claim procedure, they are referred by the interested Party to the Court of International Arbitration of the Superior College of Arbitration (headquarters in London), which will consider the case as a sole arbitrator and in a written procedure in accordance with its Rules of Arbitration.

6.4. The decision of the Arbitration Court is final and binding on both parties and is executed immediately.

7. The procedure for making changes, additions to the Agreement and its termination

7.1. Any amendments and additions may be made to this Agreement, which are valid only if they are made in writing and signed by the Parties.

7.2. Termination of this Agreement may take place only by agreement of the Parties, or on the grounds provided for by the legislation of Great Britain.

8. Language of the Agreement. Correspondence

8.1. All correspondence under this Agreement is conducted in Russian and English.

8.2. Service documents are considered valid in the language in which they are issued. The translation of the document into another language, if necessary, is carried out by the Party that uses this document, without its legalization and mandatory special certification by an official court interpreter, the Chamber of Commerce and Industry, a notary or other official.

8.3. All correspondence and document flow between the Parties can be carried out by e-mail. All messages and/or documents sent/received from the e-mail address, _____, on the part of the Principal and _____ on the part of the Agent, are considered sent/received by the authorized representatives of the Parties.

8.4. Each received electronic message and/or document is confirmed by a response message of receipt with duplication of the received message/document. All messages and / or documents sent / received by e-mail using the e-mail addresses _____ on the part of the Principal and _____ on the part of the Agent are recognized by the Parties as authentic and legally binding.

8.5. At the request of one of the Parties, the other Party must provide the original documents and / or printed text of correspondence on paper, certified by the signatures of authorized persons of the Parties and the

Principal: _____

Agent: _____

seals of the organization, sent by the postal / courier service within 7 (seven) calendar days from the date of receipt of the request.

9. Working relationship agreement, non-circumvention and non-disclosure

9.1. Due to the high significance and confidentiality of the transaction, no agreements or other documents will be developed and signed by any of the Parties before the Parties participating in this transaction accept and sign the No Bypass Agreement previously agreed between them.

9.2. All present and subsequent transactions of the Parties and between the parties, as well as their agents and representatives, will be carried out exclusively on a fiduciary basis and will remain strictly confidential to everyone for the entire duration of their action. The Parties undertake not to bypass each other and not to try to conclude any transactions directly or through other legal entities and individuals represented by one Party to the other, using information about the numbers and codes of all banks, sources, telephones, faxes, telexes, telegraph, QUSIP and SWIFT, as well as the names and addresses of associates, clientele, bank employees, business and sales agents, as well as sources of funding and agreements and other significant information that may directly or indirectly become confidential in the course of the Parties' fulfillment of the previously undertaken obligations.

9.3. The parties agreed to immediately comply with the rules of no circumvention, not to try to circumvent each other, not to disclose to third, unauthorized persons, not to seek advantages for themselves, not to circumvent the provisions of this Agreement, other agreements and transactions and their performers, which must be protected. If it is necessary to conclude any transaction in the future, the Parties undertake to do this on their own or through their associates.

9.4. The Parties also undertake not to circumvent not only each other, but also any other persons, business contacts, agreements and transactions that may be represented by one Party directly or indirectly, not to contact these persons directly or indirectly, not to allow, not to instruct and not to authorize a third party to do business with these persons and not to acquaint them with the affairs directly or indirectly. This Agreement will be binding on all Parties participating in this and subsequent transactions, as well as their agents, employees, representatives, associates and relatives for the duration of this Agency Agreement, starting from the date of its signing and within two years from the date of termination of the Agency Agreement .

9.5. The Parties undertake to promptly inform each other about the state of affairs and, if necessary, immediately submit to the other Party, at its request, all correspondence, agreements, documents, copies, incl. and electronic, related to the execution of this Agency Agreement. Constantly inform each other about events and keep up to date with what is happening during the entire period of validity of this Agency Agreement. All provided documents, copies, incl. and electronic, must have the same legal force as the documents sent and received through reliable postal communication channels.

9.6. The Parties understand and agree that the confidential nature of the proposed transaction, its procedures and methods of execution are the significant property of both Parties and in case of violation of this agreement, the Parties will incur serious losses, both on this and on subsequent transactions. In the event of any violation of the terms and conditions of this Agreement on non-bypassing by one of the Parties, the transaction concluded bypassing is considered void and therefore immediately terminates without bringing it (them) to the end. The guilty Party is obliged to pay to the injured party a fine in double the amount of the planned amount of the transaction concluded bypassing and it is deprived of the right to receive its share of the income, which will go to cover the damage caused to the injured party, its associates and / or business partners.

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9.7. If there is irrefutable evidence of guilt in violation of this Agreement, the affected Party is released from the obligation to not disclose specific facts from the Agreement and other significant information necessary for the injured Party when filing a claim by the guilty Party for violation of this Agreement. In case of circumvention during this transaction, the injured Party, observing the relevant laws, has the right not to be limited only to receiving material damage in the form of commissions, but can also seek to bring the guilty party to liability under other articles for violation of the terms

9.8. If a Party suspects that a violation of any provisions of the No Bypass Agreement has occurred or may occur, the relevant Party undertakes to notify the other Party in writing. In a written notice, a Party must refer to facts or provide materials that reliably confirm or give reason to believe that a violation of any provisions of the No Bypass Agreement by the other Party, its affiliates, employees or intermediaries has occurred or may occur.

9.9. The Parties guarantee the implementation of due process on the facts of violation of the Agreement on non-compliance with the principles of confidentiality and the application of effective measures to prevent possible conflict situations. The Parties guarantee the absence of negative consequences both for the notifying Party as a whole and for specific employees of the notifying Party who reported the fact of violations.

9.10. In the event that the competent authorities determine that one or more provisions of this Agreement are invalid, the remaining provisions shall remain in full force and effect and must be complied with in accordance with all legal and financial rules, ensuring that this Agreement of no circumvention is properly enforced.

10. Guarantees and representations of the Parties

10.1. In order to ensure the fulfillment of payment obligations assumed under this agreement, the Principal establishes in favor of the Agent the right of pledge for goods purchased on the basis of the Supply Agreement.

10.2. The pledge extends by right to all products received by the Principal as a result of the disposal of the pledged goods. Any property that replaces it or into which its value passes, including cash, is also considered to be a product of the pledged property.

10.3. The deposit is retained on the goods, even if the goods included in it are lost, if the Principal replaces them within a reasonable time, taking into account the quantity and nature of the goods.

10.4. The pledge is a perpetual guarantee and remains valid until the Principal fully and accurately fulfills all obligations to the Agent arising from this agreement.

10.5. In order to ensure the fulfillment of payment obligations, the Principal will transfer to the Agent a promissory note issued by the Principal on the date of signing the supply agreement, indicating "without protest", "in white", for the amount and maturity date, avalized by the Principal's representative by law, indicating the Agent as the beneficiary.

10.6. This Agreement is registered in the public registry and constitutes an executive title for the exercise of the right of pledge.

11. Other terms

11.1. This Agreement comes into force from the date of its signing by the Parties and is valid until _____ inclusive. In terms of mutual settlements, the Agreement is valid until the full fulfillment of obligations and the settlement of all settlements between the parties under this Agreement.

Principal: _____

Agent: _____

11.2. Changes and additions must be set out in writing, signed by the parties and certified by the seals of the parties and be an integral part of it.

11.3. This Agreement is considered prolonged for 12 months, if neither Party notifies the other Party of termination of the Agreement 30 days before the expiration date of this Agreement.

11.4. In case of prolongation of the Supply Agreement between the Seller and the Buyer of the goods, the Parties exchange the relevant Letters.

11.5. To fulfill its obligations under this Agreement, the Agent has the right to involve third parties.

11.6. Facsimile and electronic copies of this Agreement, as well as additions and annexes to it, transmitted using technical means (fax, e-mail) are legally valid if they are scanned from original documents and transmitted from the addresses and telephone numbers specified in this Agreement. In this case, the exchange of original documents, respectively, the original pages of signatures by mail is not necessary. In addition, if the electronic text of the Agreement is agreed upon by both parties when concluding a transaction, this is equivalent to the signature of both parties.

11.7. This Agreement is drawn up in Russian and English and signed in 2 (two) copies of equal legal force, 1 (one) copy for each party.

12. Addresses and payment details of the Parties

Full Name/ Title:	
Designation:	
Company Name:	
Company Number:	
Office Address:	
Email Addresses:	
Signature & Date:	

Signature & Seal _____

Full Name/ Title:	
Designation:	
Company Name:	
Company Number:	
Office Address:	
Email Addresses:	
Signature & Date:	

Signature & Seal _____

Principal: _____

Agent: _____