INTRODUCER FEE AGREEMENT (TEMPLATE)

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This Agreement is made on [DATE] between:

(1) [PRINCIPAL — full legal name of the buyer OR seller company that will pay the fee], registered in [COUNTRY], registration no. [ ], address [ ], represented by [NAME, TITLE] who confirms they are authorised to sign (the "Principal"); and

(2) [INTRODUCER — full legal name / company], registered in [COUNTRY], registration no. [ ], address [ ] (the "Introducer").

1. INTRODUCTION

1.1 The Introducer has introduced the Principal to the party named in Schedule 1 (the "Introduced Party") for the possible sale/purchase of [PRODUCT, SPECIFICATION] (the "Transaction").

1.2 The introduction is recorded under Vanguard Verify Introduction Record no. [IR-XXXXXX] dated [DATE]. The parties agree this record is evidence of the date and parties of the introduction.

2. FEE

2.1 If the Principal (or any company it controls or is controlled by) signs a contract with the Introduced Party (or any company it controls or is controlled by) for the Transaction or any similar transaction within [24] months of the introduction, the Principal shall pay the Introducer a fee of [USD __ per metric ton / __ % of the invoice value] (the "Fee").

2.2 Payment trigger: the Fee is due within [5] banking days after [the Principal receives payment of each invoice / each shipment is loaded / each LC is drawn] ("Trigger"), for each shipment, for the life of the contract and any extension or renewal within the period in 2.1.

2.3 Payment method: the Principal shall, where possible, include the Fee as an irrevocable payment instruction in the sales contract or the payment instruction to its bank, so that the Fee is paid to the Introducer's account in Schedule 2 at the same time as the Trigger.

2.4 The Fee is compensation for the introduction only. The Introducer is not a party to the Transaction and gives no guarantee of performance.

3. NON-CIRCUMVENTION

3.1 For [24] months from the introduction, the Principal shall not, directly or through any other person, deal with the Introduced Party for the Transaction or any similar transaction without paying the Fee under clause 2.

3.2 "Deal with" means to negotiate, sign, or perform any contract for the purchase or sale of the products named in clause 1.1. It does not restrict any business with the Introduced Party that the Principal can show existed before the introduction (listed in Schedule 3).

3.3 If the Principal breaches clause 3.1, it shall pay the Introducer the Fee that would have been payable under clause 2 on that business. The parties agree this is a genuine pre-estimate of the Introducer's loss and not a penalty.

4. INFORMATION AND RECORDS

4.1 Each party shall keep the other's contact details and documents confidential and use them only for the Transaction.

4.2 On request, the Principal shall confirm in writing to the Introducer the date and quantity of each shipment and invoice under the Transaction.

5. GENERAL

5.1 This Agreement is the whole agreement between the parties on its subject. Changes must be in writing and signed by both parties.

5.2 Governing law: [the laws of the Dubai International Financial Centre / England and Wales / other].

5.3 Disputes: any dispute shall be finally resolved by arbitration under the rules of [the Dubai International Arbitration Centre (DIAC) / other] by one arbitrator. Seat: [ ]. Language: English.

5.4 Electronic signatures are valid.

Signed for the Principal: _____ Name/Title: _____ Date: _____

Signed by the Introducer: _____ Name: _____ Date: _____

SCHEDULE 1 — Introduced Party: company name, country, registration no., contact person introduced, date of introduction.

SCHEDULE 2 — Introducer's bank account: bank, account name, account no./IBAN, SWIFT.

SCHEDULE 3 — Existing relationships excluded (if any).

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