

## FREE PROTECTION

EXCESSIVE COMMISSIONS ARE NOT PERMITTED BY THE SELLERS.

IT IS IMPORTANT TO UNDERSTAND OUR APPROACH TO BUSINESS.

**It is our position to protect and shield the real suppliers from BROKER MADNESS that Generates NO SALES but plenty of paperwork.**

All negotiations take place with us and upon proving the buyers RWA we can submit them to our suppliers.

We are happy to work with brokers 1 away from the real buyers.

All brokers will be placed into ONE GROUP and paid accordingly.

PLEASE UNDERSTAND OUR POSITION and our relationship with suppliers.

We offer you the real suppliers and will NOT jeopardize this relationship based on promises of a real buyer.

YOUR RESPONSIBILITY is to bring to us bona fide buyers that are RWA to enter into contracts.

RWA means LOI on buyers letter head and top 50 Prime World Bank Certificate confirming funds.

WE DO NOT ACCEPT " ON BEHALF OF THE BUYER " unless paperwork is notarized and certified an attorney or lawyer.

UNDERSTAND THAT WHEN WE CHARTER SHIPS WE NEED TO PAY A DEPOSIT OF 15% TO SECURE A CHARTER.

SHOULD THE BUYER DEFAULT ON THE DEAL WE LOSE OUR 15% DEPOSIT AND THE BUYER LOSES ZERO. TO MAKE THIS MORE EQUITABLE SHOULD THE BUYER NOT BE USING A TOP 50 PRIME WORLD BANK GUARANTEE THEN A 15% DEPOSIT FOR SHIPPING IS REQUESTED.

Kind regards,

# FEE PROTECTION AGREEMENT

DATE: \_\_\_\_\_ CORPORATE OFFER NO: \_\_\_\_\_  
SELLING PRICE: US\$ \_\_\_\_\_ / MT. FINAL SELLING PRICE: US\$ \_\_\_\_\_ /MT  
COMMISSION TO BE ADDED FOR ALL AGENTS: US\$ \_\_\_\_\_ /MT  
ALL AGENTS MUST BE INCLUDED IN THIS FORM AND RETURNED WITH THE SIGNED  
FULL CORPORATE OFFER

KINGSLEY ENTERPRISES INC., HEREBY IRREVOCABLY GUARANTEES WITH FULL  
CORPORATE RESPONSIBILITY AND AUTHORITY, THAT UPON CLOSING AND CONSUMMATION  
OF THE REFERENCED TRANSACTION (OFFER), EITHER IN PART OR WHOLE, THAT OUR BANK,  
----- WILL BE INSTRUCTED TO DISBURSE IMMEDIATELY THE ENTITLEMENT AND  
COMPENSATION HEREIN STATED AND REPRESENTED BY THE AMOUNT AND PAY THE SAME TO  
THE FOLLOWING:

1) AMOUNT US\$ \_\_\_\_\_ /MT IN FAVOR OF: \_\_\_\_\_  
COMPANY: \_\_\_\_\_ TEL/FAX: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
Commissionaires  
Bank: \_\_\_\_\_  
Address: \_\_\_\_\_

SAID AMOUNT SHALL BE COMPUTED ON THE GROSS AMOUNT OF EACH SHIPMENT  
WITH THE ABOVE BUYER'S CODE, AND SHALL BE PAYABLE ON A PRO RATE BASIS, AS  
EACH SHIPMENT IS CLOSED AND CONSUMMATED. ONCE THE CONTRACT IS  
VALIDATED UPON COMMENCING OF TRANSACTION.

THIS ORDER TO PAY IS ASSIGNABLE, TRANSFERABLE AND DIVISIBLE. THIS  
AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE  
LAWS OF ALL COUNTRIES OR JURISDICTIONS AS CONTROLLED WHERE THE BANKS  
ARE LOCATED.

Signed by