

PAYMASTER AND SUB-FEE PROTECTION AGREEMENT

Beneficiaries:

- 1.
- 2.
- 3.
- 4.

INITIAL TRANSACTION

Transaction Reference No:

Description:

Sub-Fee Coverage (Amount Received By Paymaster):

This sub-fee protection agreement (“SFPA”) is issued on behalf of the paymaster named above (“the Paymaster”). Payments by the Paymaster to the Beneficiaries (“the Payments”) will be made after each arrival of funds on behalf of the Beneficiaries to the Paymaster. The Payments shall be paid by the Paymaster to the Beneficiaries (with the Paymaster and the Beneficiaries being together referred to as “the Parties” in this SFPA) as per the following:

- 1 Payments shall be made by SWIFT or similar wire transfer.
- 2 The entitlement under this SFPA covers the initial transaction described above, as well as any other future business transactions entered into by the Beneficiaries where the Paymaster is named as the relevant paymaster on the relevant contractual documentation (together, “the Transactions”), and/or on any master fee protection agreements (“Fee Agreements”), including all extensions and rollovers (unless either of the Parties indicate to each other that on a particular Transaction that this particular SFPA shall not apply).

Upon the Beneficiaries using the Paymaster’s details on a Fee Agreement, they shall send a copy to the Paymaster of such Fee Agreement as soon as possible, together with any other relevant available documentation (such as associated sale and purchase agreements or similar).

The Beneficiaries shall make all reasonable endeavors to obtain copies of such documentation for the benefit of the Paymaster.

- 3 The Payments will be made by the Paymaster without protest, significant delay or deductions, other than standard bank charges and a paymaster fee of 0.5% (zero point five per cent), subject to a minimum fee of \$5,000 (five thousand US dollars) or €5,000 (five thousand Euros), as appropriate depending on the currency in question, per tranche of incoming funds, and an overall minimum fee of \$50,000 (fifty thousand US dollars) or €50,000 (fifty thousand Euros), as appropriate, over the life of a particular Transaction.
- 4 The Parties herewith irrevocably agree that they do not assume any responsibility for the Transactions and cannot be held liable for any reason associated with it.
- 5 Nothing in this SFPA shall be construed as creating any form of partnership or employee/employer relationship between the Parties.
- 6 This SFPA shall be valid, legally binding and enforceable even if any of the specific details of the Transactions, or the relevant transaction codes, are changed by the banks involved, and/or by any of the Parties at any point during the Transactions. However, the Parties shall be entitled to change their bank details at any time upon reasonable notice in writing to the Paymaster.
- 7 All disputes arising regarding this SFPA shall be resolved by binding arbitration in Georgia, USA.
- 8 The Parties agree that they shall not, for a period of seven (7) years from the date of this SFPA, attempt, directly or indirectly, to contact the others' business and professional sources or contacts (including banks, investors, sources of funds, etc.) ("Business Sources"), or negotiate with another Party's Business Sources or make use of any confidential or private information of any of the others, except through the relevant other Party, or with the express written consent of the other Party as to each such contact.

For the avoidance of doubt, this means that the Parties shall not contact, deal with or enter into business transactions with any Business Source provided by the other unless written permission has been obtained from the other relevant Party disclosing the same. The restrictions stated above shall not apply when one Party had a previous active business relationship with the relevant other Party's Business Source, or where a Party learns of another Party's Business Source by a wholly independent third party in good faith at some point in the future.

- 9 The Parties agree not to disclose any of each others' Confidential Information to any one else, unless specifically authorised in writing by the relevant other Party. For the purposes of this SFPA, "Confidential Information" shall mean any kind of clearly private, sensitive or confidential information including (without limitation), unofficial or highly personal information relating to any of the Parties, and information of whatever nature regarding the business arrangements of any of the Parties themselves or their employees, clients and associates, including business workings, plans, fee agreements, contracts, and/or literary works such as manuscripts, screenplays, treatments and synopses.

The requirements of this SFPA as regards to Confidential Information shall not apply to any information which has been legally put into the public domain, or when the relevant Party legitimately learns of the Confidential Information in question by a wholly independent third party in good faith at some point in the future.

- 10 For the avoidance of doubt, the Parties confirm they have no objection to any of the Beneficiaries assigning the fees they receive under the Transactions, in part or in whole, however notice of this shall be giving in writing to the Paymaster.
- 11 Electronic and/or faxed transmission of the signed SFPA shall be valid, legally binding and enforceable in respect of all its provisions.
- 12 The Payments shall, unless otherwise agreed between the Parties, be sent to the Beneficiaries in the same currency in which they arrived to the Paymaster's relevant account.
- 13 The Beneficiaries, whose names and signatures appear below, hereby accept by their signatures the Paymaster to act in all respects as the paymaster for the purposes of the Transactions, under the terms of this SFPA.
- 14 For the avoidance of doubt, Payments shall only be made to the Beneficiaries if a relevant Transaction has successfully been concluded.
- 15 In the event of a Beneficiary requesting that his or her share under this SFPA be paid by installments rather than in one payment, after the first payment, the payment of subsequent installments shall be subject to a fee of 1% (one per cent) of the value of the relevant installment, from a minimum of US \$250 (two hundred fifty US dollars) or €250 (two hundred fifty Euros) as appropriate up to a maximum fee of US \$15,000 (fifteen thousand US dollars) or €15,000 (fifteen thousand Euros), as appropriate, per installment.
- 16 In the event of a Beneficiary asking for any share of the funds due to him or her under this SFPA to be held by the Paymaster on the relevant Beneficiary's behalf for a certain length of time, the Paymaster shall be entitled to a 50% (fifty per cent) share of interest earned on such funds.
- 17 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this SFPA.
- 18 The Beneficiaries agree to absolve the Paymaster of any legal, contractual or other liability in the event of third parties requesting that the Paymaster pay them in respect of the Transactions, in a case where the relevant Beneficiaries did not inform the Paymaster of any such third parties being entitled to Payments from funds received by the Paymaster.
- 19 In the event a Beneficiary requires services of the Paymaster in respect of the Transactions (e.g. assistance with setting up trust accounts, creation of corporate vehicles, legal/contractual advice, or general financial or business consultancy), these shall be dealt with by way of separate agreements to be negotiated and signed separately between the Paymaster and the relevant Beneficiary.

20 The Beneficiaries shall be entitled to cancel this SFPA with 1 (one) month's written notice to the Paymaster, however for the avoidance of doubt each Party shall remain entitled to any funds due to it up to the time of such termination.

DATE OF ISSUE: _____

The details of the Beneficiaries covered by this SFPA are as follows, together with any relevant division of funds distributed by the Paymaster:

BENEFICIARY NO. 1:

TO RECEIVE _____% OF THE AMOUNTS RECEIVED BY THE PAYMASTER,
LESS ANY CHARGES AS PER THIS SFPA

Name:			
Address:			
Phone/Fax:			
Driver's Lic. # / eMail:			
Passport No./Nationality:			
Account Name:			
Bank Name:			
Beneficiaries:			
SWIFT:			
IBAN:			
Sort Code:			
Account Number:			
Branch Bank Address:			
Branch Bank Officer Name:			
Branch Bank Officer Tel.:			
BENEFICIARY'S SIGNATURE:			

BENEFICIARY NO. 2:

TO RECEIVE _____% OF THE AMOUNTS RECEIVED BY THE PAYMASTER,
LESS ANY CHARGES AS PER THIS SFPA

Name:			
Address:			
Phone/Fax:			
Driver's Lic. # / eMail:			
Passport No./Nationality:			
Account Name:			
Bank Name:			
Beneficiaries:			
SWIFT:			
IBAN:			
Sort Code:			
Account Number:			
Branch Bank Address:			
Branch Bank Officer Name:			
Branch Bank Officer Tel.:			
BENEFICIARY'S SIGNATURE:			

BENEFICIARY NO. 3:

TO RECEIVE _____% OF THE AMOUNTS RECEIVED BY THE PAYMASTER,
LESS ANY CHARGES AS PER THIS SFPA

Name:			
Address:			
Phone/Fax:			
Driver's Lic. # / eMail:			
Passport No./Nationality:			
Account Name:			
Bank Name:			
Beneficiaries:			
SWIFT:			
IBAN:			
Sort Code:			
Account Number:			
Branch Bank Address:			
Branch Bank Officer Name:			
Branch Bank Officer Tel.:			
BENEFICIARY'S SIGNATURE:			

BENEFICIARY NO. 4:

TO RECEIVE _____% OF THE AMOUNTS RECEIVED BY THE PAYMASTER,
LESS ANY CHARGES AS PER THIS SFPA

Name:			
Address:			
Phone/Fax:			
Driver's Lic. # / eMail:			
Passport No./Nationality:			
Account Name:			
Bank Name:			
Beneficiaries:			
SWIFT:			
IBAN:			
Sort Code:			
Account Number:			
Branch Bank Address:			
Branch Bank Officer Name:			
Branch Bank Officer Tel.:			
BENEFICIARY'S SIGNATURE:			