

INTERNATIONAL ENERGY BROKERAGE

Non-Circumvention, Non-Disclosure & Fee Protection Agreement

NCNDA / IMFPA — Master Template

This Agreement is entered into between the undersigned parties (collectively, the "Parties"), each acting in good faith and in accordance with the principles of international commercial practice, including but not limited to the International Chamber of Commerce (ICC) guidelines and applicable Anti-Money Laundering (AML) regulations.

PARTIES TO THIS AGREEMENT

PARTY A — INTRODUCING PARTY	PARTY B — RECEIVING PARTY
Full Legal Name: _____	Full Legal Name: _____
Company / Entity: _____	Company / Entity: _____
Registration No.: _____	Registration No.: _____
Address: _____	Address: _____
Representative: _____	Representative: _____
Email: _____	Email: _____

1. NON-CIRCUMVENTION

Each Party agrees not to circumvent, avoid, bypass, or obviate the other Party directly or indirectly, in any transaction, introduction, or business opportunity disclosed under this Agreement. This obligation extends to all affiliated entities, subsidiaries, officers, directors, agents, and associates of the Parties.

2. NON-DISCLOSURE

All information exchanged between the Parties — including but not limited to mandates, counterparty identities, pricing, volumes, contract terms, and transaction structures — shall be treated as strictly confidential. No Party shall disclose such information to any third party without prior written consent. This obligation survives termination of this Agreement for a period of five (5) years.

3. FEE PROTECTION (IMFPA)

The Parties agree that all commission, fee, and remuneration arrangements agreed prior to or pursuant to any transaction facilitated under this Agreement shall be honoured in full. Any attempt to restructure, avoid, or reduce agreed fees shall constitute a material breach. The breaching Party shall be liable for the full agreed fee plus legal costs and applicable interest at the rate of 2% per month on outstanding amounts.

4. SCOPE & DURATION

This Agreement applies to all transactions, introductions, and commercial relationships arising from information exchanged between the Parties from the date of execution. Duration: Two (2) years from execution date, automatically renewable unless terminated by written notice with 30 days prior notice.

5. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law. Any dispute arising shall be subject to the exclusive jurisdiction of the courts of England and Wales, or referred to arbitration under ICC Rules at the election of the claimant Party.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral. Amendments require written consent of all Parties.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written below, each representing that they are duly authorised to bind their respective entities.

PARTY A — Signature

PARTY B — Signature

Name / Title

Date: _____

Name / Title

Date: _____

MERIDIAN ENERGY GROUP — Facilitating Broker (Witness)

_____ Date: _____

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