ADSGI | LEG-03 | SBLC TRANSACTION HUB | 2026

IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)

SBLC / BG / Trade Finance — Fee Protection Agreement

PUBLIC TEMPLATE — Fee protection becomes operative only after the transaction, parties, fee basis and objective documentary payment trigger have been completed and the agreement has been executed.

This transaction template protects agreed fees or commissions relating to a defined banking or trade-finance transaction. It does not issue an instrument, approve monetization, create financing or constitute a bank commitment.

1. PARTIES

ADSGI	ADS Global Invest SASU — 17 Rue Cadet, 75009 Paris, France — SIREN 985 324 680 — ORIAS 25003827
Payer	[LEGAL NAME / FORM / REGISTRATION / ADDRESS]
Authorized signatory	[NAME / CAPACITY]
Other beneficiary, if any	[LEGAL NAME / NONE]

2. PROTECTED TRANSACTION

Transaction	[DESCRIPTION / REFERENCE]
Instrument	[SBLC / BG / LC / OTHER]
Amount / currency	[AMOUNT / CURRENCY]
Issuing bank / proposed issuing bank	[IDENTIFIED BANK, IF APPLICABLE]
Receiving bank	[IDENTIFIED BANK]
Final beneficiary / account holder	[●]
Payment route	[ROUTE A / ROUTE B / OTHER AGREED ROUTE]

3. PROTECTED FEES

Protected fees are the remuneration, success fee, commission, margin, retrocession or other economic compensation expressly identified below as payable to ADSGI or another named beneficiary for its documented intervention in the Protected Transaction.

Fee / commission basis	[AMOUNT / PERCENTAGE / FORMULA]
Payer	[ENTITY]
Beneficiary	[ADSGI / OTHER]
Allocation, if multiple beneficiaries	[ANNEX / FORMULA]

4. OBJECTIVE DOCUMENTARY PAYMENT TRIGGER

The payment obligation becomes due only upon the objective documentary event expressly defined below. The trigger must match the actual transaction and may include authenticated MT760 receipt, contractual purchase-price settlement, effective financing/disbursement, monetization proceeds, closing or another precisely defined event.

Payment trigger	[EXACT DOCUMENTARY EVENT]
Payment timing	[SAME DAY / X BANKING DAYS AFTER TRIGGER]
Evidence of trigger	[SWIFT / BANK CONFIRMATION / CREDIT ADVICE / OTHER]

5. PAYMENT MECHANICS

- Payment shall be made by bank transfer to written and securely communicated beneficiary coordinates.
- Routing through an affiliate, intermediary, SPV or other channel does not extinguish an agreed payment obligation.
- Where the agreed economics require payment from financing/monetization proceeds, the relevant Route A mechanics must be documented with the responsible institutional counterparties before final issuance.
- Where payment relies on independent funds, Route B payment capacity and the responsible funding source must be identified and documented before final issuance.
- Any LC, SBLC, escrow or other security used to secure fee payment must be separately agreed and documented.
- Taxes, withholding and VAT treatment remain subject to the applicable transaction and jurisdiction.

6. NON-CIRCUMVENTION & EVIDENCE

The parties shall not use affiliates, intermediaries, SPVs, redirected flows or related structures to avoid an agreed fee obligation arising from documented intervention or introductions. Evidence may include correspondence, meetings, presentations, Deal Room records, bank communications and other electronic records. This clause complements, and does not replace, any executed NCNDA.

7. BANKING & COMPLIANCE PERIMETER

- This IMFPA is not evidence of bank approval, instrument issuance, issuer acceptance, wording approval, monetization approval or financing commitment.
- All banking execution remains subject to the relevant institutions' independent due diligence, compliance, credit and final documentation.
- The parties remain subject to applicable KYC/KYB, AML/CFT, sanctions, PEP, anti-bribery and anti-corruption requirements.

8. BLOCKING OR EXECUTION ISSUES

If an agreed payment channel becomes unavailable or blocked, the parties shall cooperate in good faith to identify a lawful alternative payment mechanism, subject to applicable banking and compliance requirements.

9. GOVERNING LAW, DURATION & DISPUTES

Governing law	[●]
Dispute resolution / seat / language	[●]
Duration / survival	[●]
Transaction-specific adaptations	[● / None]

10. SETTLEMENT COORDINATES

Beneficiary bank	[BANK]
Account name	[NAME]
IBAN / Account No.	[DETAILS]
SWIFT / BIC	[DETAILS]

11. SIGNATURES

For ADSGI — Name / capacity	[●]
Signature / date / place	____________________________ / [●]
Payer — Name / capacity / company	[●]
Signature / date / place	____________________________ / [●]
Other beneficiary, if any	[●]
Signature	____________________________

CONTROL RULE — No fee amount, percentage, bank, provider, LTV or funding outcome is pre-approved by this template. All commercial terms must be transaction-specific and formally executed.