



**This is the Exclusive Appointment of
<YOURPRENAME> <YOURNAME>**

<YOURCOMPANY> <PHYSICALADDRESS>, <CITY>, <STATE>, <ZIP>,
<COUNTRY>

to act exclusively as

Trade and Finance Partner

Subject to the duly executed

Licensing Agreement: <LICENSINGAGREEMENT>

in

<TERRITORY>

together with the FRL Group's Trade and Finance Division

Dublin, Ireland,

<DAYOFMONTH201X>

<CEONAME>, Company Director

Authorized Signatory for

Final Resurrection Limited and The FRL Group



Trade and Finance Partner <TERRITORY>
Licensing Agreement <LICENSINGAGREEMENT>

Working and Fee Agreement

The undersigned parties hereinafter referred to as 'the parties' jointly, severally, mutually and reciprocally to the terms and conditions expressly stated and agreed to below. This agreement may be referenced from time to time in any document(s), or written agreements between any parties hereto and a party introduced by the other party hereto. The terms and conditions of this agreement shall apply to any exchange of information written or oral involving financial information, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, roll-over amendment, renegotiations or a new agreement.

The Parties

This Agreement shall confirm the services of "The Parties" who are:

FRL Group Ireland and its companies incorporated at
The Black Church, St. Mary's Place
City: Dublin / Ireland
Phone: +353.1.5137507
Email: service@commoditytrading.international
Skype: LISTEN4GREATNEWS
(herein after "FRL GROUP")

who proposes to enter this agreement with:

The Company or Person named:
<YOURPRENAME> <YOURNAME>
<YOURCOMPANY> Company
with a physical address of <PHYSICALADDRESS>
City:<CITY> State: <STATE> Zip: <ZIP> Country: <COUNTRY>
Phone: <PHONE>
Email: <EMAIL>
Skype: <SKYPE>
(herein after "T&FP <TERRITORY>")

to engage in Commodity Trading and Finance.

This Agreement shall obligate the T&FP <TERRITORY> and his and or her partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives and successors. T&FP <TERRITORY> and his or her assigns jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed to below.

Furthermore, whenever this Agreement shall be referenced in any subsequent documents(s) or written agreements, the terms and conditions of this Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data personal or corporate names, contracts initiated by or involving the parties and any addition renewal, extension, rollover amendment, renegotiation's or new agreement.



General Terms

The Service

FRL GROUP agrees to provide customers and referrals directed to it by T&FP <TERRITORY> in writing, and duly contracted with FRL GROUP in line with terms of The Service as published on the official company website, with consulting and advisory services in relation to Trading and Financing of commodities.

During the term of this Agreement, FRL GROUP agrees to undertake its reasonable best efforts, on a non-exclusive basis, to identify and introduce to customers referred to it by the T&FP <TERRITORY> in writing and duly contracted with FRL GROUP to solutions that may meet the customers need. It is understood that FRL GROUP is not a bank or a regulated financial institution, investment advisor, financial planner, fund manager or underwriter in any jurisdiction and T&FP <TERRITORY> acknowledges this.

Application Requirement

An Application preceding an Appointment to be T&FP <TERRITORY> is considered once the applicant provides a firsts and valid “client request for an offer”. An Appointment will however only come into effect after this, or another client signs up for a transaction or services under the terms of the FRL GROUP as published, at any particular time, on the official company website at <http://commoditytrading.international/> If another broker provides a first client, who engages into a transaction of Trading and Financing of commodities from the area herein named “Exclusively Assigned Territory” before the T&FP <TERRITORY> does, then the “Exclusively Assigned Territory” named in this agreement becomes null and void. This does however not terminate this Licensing Agreement.

Exclusively Assigned Territory

There will be only one T&FP <TERRITORY> appointed in each country or territory. The country or territory exclusively assigned to this T&FP <TERRITORY> Application is

<TERRITORY>

To maintain exclusivity, it is the general duty of the T&FP <TERRITORY>

It is essential

- to introduce one valid client, who signs up with FRL GROUP, within each 180 days after a contract was duly executed and consummated in line with terms of The Service as published on the official company website at a particular time.
- The T&FP <TERRITORY> will professionally write a report about the Commodity Trading and Finance market once in every calendar month and provide such a report via email latest by the last day of a month to be eligible to receive commission and to maintain the eligibility for future commission. The FRL Group will be granted the right to publish selected reports on its websites and use it in its marketing material. All respective publishing rights will pass to the FRL Group.



Immediate Income & Commission

There is a commission agreed on each directly presented transaction of 50% of the entire net commission earned in any commodity trading and financing transaction. 50% of the total commission earned in a transaction will be paid to the T&FP <TERRITORY> and 50% will be retained by the FRL Group

Repeating annual Income & Commission

Any follow-up, or otherwise repeating commission earned on any directly presented transaction is also equally split. 50% of the total commission earned in a transaction will be paid to the T&FP <TERRITORY> and 50% will be retained by the FRL Group

Working within the territory of another T&FP

The exclusivity of territory however allows (a) any appointed Trade and Finance Partner to also seek and gain potential clients located within an exclusively assigned country or territory of (b) another duly appointed Trade and Finance Partner. In such a situation T&FP <TERRITORY> is considered an agent to the Trade and Finance Partner of an eventually already appointed country and both will be sharing commission income on an equal basis. The total available commission is split between both these parties on a 50 : 50 basis.

- This way a Trade and Finance Partner is assured of a specified exclusive territory
- Is not limited to only work within this territory.
- With an exclusive appointment and the assignment of a certain country or territory, a Trade and Finance Partner is however assured of (indirect) income also if generated by another Trade and Finance Partner.

Mutual Protection

The Parties to this agreement hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's' interest, or the interest or relationship between The Parties, by means of any procedures, sellers, buyers, broker, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions, or the continuance of pre-established relationships or to intervene in un-contracted relationships with customers, owners, intermediaries, entrepreneurs, legal counsel, or to initiate any transactional relationship that by-passes one of The Parties in favour of any other individual or entity, in connection with any transaction or any related future transaction as defined below.

Fee Protection

Commissions, fees, compensation or remuneration to be paid as part of this agreement shall be paid at the time and in the manner designated in this agreement, unless otherwise agreed among the affected Parties in writing. All Parties hereby irrevocably and unconditionally agree and guarantee to honour and respect all such fees and remuneration arrangements made as part of a commission transaction.



Term

This agreement is valid from the date of execution, for any and all transactions between the Parties, their associates or customers for as long the T&FP <TERRITORY>

- Generates one valid client who signs up for the services of the FRL GROUP within each 180 days
- Writes and provides a professional report about the Securitization market once in every calendar month

Not employees

It is being expressly understood that FRL GROUP and all parties to this agreement are and will always remain independent contractors. This agreement is not intended to result in any partnership, employment, agency, joint venture or other relationship other than that of an independent contractor.

Enforcement / Dispute Resolution

It is further agreed that any controversy, claim, and or dispute arising out of and/or relating to any part of the whole of this Agreement or breach thereof and which is not settled by the Parties, shall be settled and binding by and through arbitration in accordance with the rules and through the institution of the International Chamber of Commerce by an arbitrator and arbitration located in Ireland. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties shall have the right of discovery in accordance with law. All such arbitration awards shall be binding on all Parties and enforceable at law.

Assignment

T&FP <TERRITORY> shall not have the right to assign this Agreement without the express written consent of FRL GROUP.

Invalidity

Should for any reason the payment of the applicable part of the commission or fees due to the T&FP <TERRITORY> under the terms of this agreement be deemed invalid or a breach of any law or statute, no payment shall be made and no debt will accrue to the T&FP <TERRITORY> for any transactions referred by and completed.

Referral Exclusivity

The T&FP <TERRITORY> agrees that once a referral has been given to FRL GROUP in writing and duly contracted with FRL GROUP, that it will NOT be passed, under any circumstances, to another intermediary, deal facilitator, finder, broker or trader or any other company or private person who may be deemed to compete with FRL GROUP without prior specific written consent of FRL GROUP.

Disclosure of Criminal Convictions

By signing this agreement, the T&FP <TERRITORY> confirms that they have NOT ever been convicted of any offence involving money, fraud or dishonesty nor have they served time in jail for any offence.



Agreement Jurisdiction

This agreement shall be governed by the laws of the Republic of Ireland.

Tax Responsibility

The T&FP <TERRITORY> agrees to bear and accept full responsibility for payment of ALL taxes on any and all money they receive from a transaction / client and/or the FRL GROUP.

Agreement Validation

Any accurate and legally binding version of this Agreement accurately transmitted through facsimile or e-mail programs, shall be deemed an equivalent, original, legal and binding version of this Agreement. All fax copies or e-mailed copies of this executed Agreement shall be considered as originals to all terms including all signatures of the Parties. Each party involved accepts transfer of this document via fax or E-mail as fully valid.

Non-Circumvention

Parties to this Agreement expressly agree not to circumvent, avoid, bypass or obviate each other in any manner, directly or indirectly, particularly in an effort to gain fees, commissions, remuneration or considerations to the benefit of the one or more of the Parties with the full knowledge and acquiescence of all necessary Parties, whether or not such fees, commissions, remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of the Parties.

The circumvented Party shall be entitled to legal monetary compensation equal to the Funding Fee it should realize from such a Transaction, plus any and all expenses, including any and all reasonable legal fees incurred in the recovery of such compensation. The obligations imposed in this sub-section apply to any transaction involving Protected Information disclosed by a Party to a Party and any transaction contemplated hereunder or other business arrangement arising out of or connected in any way to Protected Information.

Protected Information

The term "Protected Information" means information not generally known to the public relating to a parties, business or affairs, which may include but is not limited to contract terms, product information or manufacturing processes, prices, fees, financial agreements, schedules and information concerning the identity of sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, customer or contact lists, sources of business, prospects or projections, business operations, plans to develop and expand its business operations, data, processes, technical information, financial and marketing information or any other proprietary or confidential matter or trade secrets as well as names, addresses, principals, or telex/fax/telephone numbers, emails, web sites, references to product or technology information and/or any other information deemed confidential or privileged within the broadest possible scope of the customers project or the transaction without prior specific written consent of FRL GROUP (the "Protected Information").



The T&FP <TERRITORY> acknowledges that the Protected Information from FRL GROUP, its staff, advisors, associates or FRL GROUP 's service providers may be written, oral, graphic, pictorial or recorded, or stored hard copy or electronic means. The T&FP <TERRITORY> further acknowledges and agrees that the Protected Information constitutes valuable, special and unique assets that were developed or obtained through the investment of significant time, effort and expense by FRL GROUP and its service providers and that access to such information would not be possible, but for the relationship of the Parties hereunder.

Obligations Regarding Protected Information

The T&FP <TERRITORY> shall treat all Protected Information received from FRL GROUP or its service providers as confidential, and specifically shall:

- -Not use any portion of Protected Information for any purpose other than for the purposes intended within this Agreement;
- -Not disclose Protected Information to any third party without the prior written consent of the disclosing party; and
- -Limit dissemination of the Protected Information to those of its employees, officers, and directors that have a need to know the Protected Information for purposes of considering entering into the Transaction with the disclosing party.

Exceptions to Obligations

The parties agree that the obligations set forth in Paragraph the preceding paragraph will not extend to any information which:

- -Is within the public domain or has been publicly disclosed, or enters into the public domain through no fault or wrongful act of the receiving party; or
- -Was in the unrestricted possession of the receiving party prior to receipt from the disclosing party; or
- -Is independently developed by or for the receiving party by an individual or entity that has had no access to the Protected Information of the other Party.



Execution of this Licensing Agreement

If this Licensing Agreement is not duly executed by both parties within 30 days of issuing this Licensing Agreement it is considered null and void.

IN WITNESS WHEREOF, The T&FP <TERRITORY> hereunder certifies and acknowledges that prior to execution, they have had the opportunity to read this Agreement in its entirety, have had the opportunity to seek their own separate legal counsel and accounting expert advice and, as a result, have voluntarily entered into this Agreement fully aware of all its terms and conditions, without any reservations, and that each possess the legal capacity with full legal & competent authority; as further evidenced by each respective signature herein below.

The T&FP <TERRITORY> fully accepts and approves all covenants, terms, and conditions of this Agreement without duress or reservation. The undersigned, intending to be legally bound guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as an individual, corporate body or on behalf of a corporate body.

This Agreement was executed and agreed on <DAYOFMONTH201X>

Agreed and Accepted by the T&FP <TERRITORY>:

Signed:

Date <DATENUMBERS>
Name <YOURPRENAME> <YOURNAME>

Agreed and Accepted by FRL GROUP:

Signed:

Date <DATENUMBERS>
<CEONAME>, Company Director
Authorized Signatory for
Final Resurrection Limited and The FRL Group

