CONFIDENTIALITY, NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

VISIONSHARK CONSULTING LLC d/b/a VISIONSHARK FUELS | FIVE-YEAR ONBOARDING AGREEMENT

COMMERCIAL ONBOARDING AGREEMENT
For buyers, sellers, title holders, trade desks, brokerage firms, independent brokers, mandates, intermediaries and other transaction participants.

EFFECTIVE DATE (MM/DD/YYYY)

LEGAL COMPANY / INDIVIDUAL NAME

DBA / TRADE NAME (IF ANY)

ENTITY TYPE

JURISDICTION / COUNTRY OF FORMATION

REGISTERED BUSINESS ADDRESS

AUTHORIZED REPRESENTATIVE - FULL LEGAL NAME

TITLE / POSITION

CORPORATE EMAIL

TELEPHONE / WHATSAPP

PARTICIPANT CLASSIFICATION - CHECK ALL THAT APPLY

Buyer / End Buyer	Seller / Title Holder
Trade Desk	Brokerage Firm
Independent Broker / Intermediary	Mandate / Representative

1. PARTIES AND PROTECTED PARTIES

This Agreement is entered into by the person or entity identified above (the **"Counterparty"**) for the benefit of **Visionshark Consulting LLC d/b/a Visionshark Fuels** ("Visionshark") and Visionshark's affiliates, officers, directors, employees, agents, representatives, mandates, customers, clients, buyers, sellers, suppliers, title holders, trade desks, banking relationships, logistics providers, refineries, terminals, storage providers, vessels, carriers and other transaction contacts introduced or disclosed by or through Visionshark (collectively, the **"Protected Parties"**). Counterparty represents that its signer is authorized to bind the entity identified above.

2. CONFIDENTIAL INFORMATION

Confidential Information includes all non-public commercial, financial, operational, technical and transaction information, including identities and contact information; pricing; allocations; products; procedures; banking information; KYC/KYB and CIS documents; passports or identification; proof of funds or product; storage, vessel, terminal and refinery information; commissions, fees, profits and margins; contracts; and the existence, structure, status or terms of contemplated or completed transactions.

3. NON-DISCLOSURE AND LIMITED USE

Counterparty shall use Confidential Information solely to evaluate, negotiate, perform or close legitimate transactions involving Visionshark. Disclosure is limited to personnel or professional advisers with a strict need to know and confidentiality duties at least as protective as this Agreement. Counterparty is responsible for unauthorized disclosure by persons to whom it provides the information. Confidential Information may not be posted, sold, published, rebranded, forwarded or used to solicit around Visionshark.

4. STRICT FIVE-YEAR NON-CIRCUMVENTION

For five (5) years from the Effective Date, Counterparty shall not directly or indirectly bypass, avoid, circumvent, interfere with, exclude or attempt to disintermediate Visionshark from any Protected Party, opportunity, supply source, buyer, seller, title holder, trade desk, broker, mandate, terminal, refinery, logistics relationship or transaction introduced, identified, developed, disclosed or materially facilitated by Visionshark. This prohibition applies to conduct through affiliates, nominees, employees, partners, related parties, newly formed entities, successors, assignees, joint ventures, third-party companies or any other person or entity.

5. ALTERNATE ENTITY / AFFILIATE TRANSACTIONS; COMMISSIONS AND PROFITS

Changing the contracting entity, buyer name, seller name, brokerage name, trade desk, affiliate, nominee, assignee, purchaser, paymaster or transaction vehicle does **not** defeat Visionshark's economic rights when the transaction or relationship originated from, was introduced by, or was materially facilitated through Visionshark. To the fullest extent permitted by law, Visionshark remains entitled to all agreed commissions, fees, spreads, markups, margins, profits, participation amounts and other compensation attributable to the transaction, including renewals, extensions, rollovers, repeat liftings, replacement contracts, restructurings and substantially similar transactions with the same introduced relationship during the five-year term. No alternate entity or structure may be used to avoid payment to Visionshark.

6. CIRCUMVENTION - TERMINATION, CANCELLATION, SETOFF AND REMEDIES

Circumvention or attempted circumvention is a material breach and grounds for immediate termination of Counterparty's onboarding and business relationship with Visionshark. To the fullest extent legally permitted and subject to controlling transaction documents and rights of innocent third parties, Visionshark may immediately suspend performance and cancel unperformed existing deals or engagements involving the breaching brokerage, trade desk, broker or intermediary. Any unpaid commission or participation amount otherwise payable to that breaching party in the affected transaction may be withheld and applied as a setoff against Visionshark's unpaid commissions, proven lost profits, damages, costs and other legally recoverable amounts. Counterparty remains liable for all earned or contractually due compensation owed to Visionshark. These remedies are intended to compensate actual commercial harm, not impose an unlawful penalty, and do not prevent Visionshark from seeking other damages or equitable relief available by law.

7. INTRODUCED RELATIONSHIPS / TAIL PROTECTION

A relationship is protected when Visionshark or a Protected Party first supplies the identity, contact, documentation, transaction access, meeting, communication channel, product source, buyer requirement or other commercially meaningful introduction, or Counterparty learns of the relationship through a Visionshark-led transaction. A claimed pre-existing relationship must be documented in writing before substantive transaction information is received.

8. NO REBRANDING OR UNAUTHORIZED REPRESENTATION

Counterparty may not represent itself as Visionshark, bind Visionshark, or use Visionshark's name, logo, documents, procedures, offers, customer information or branding without written authorization. Documents may not be altered to remove Visionshark or a Protected Party, or reissued under another company name for purposes of bypassing or misleading transaction participants.

9. KYC/KYB, PASSPORT / IDENTIFICATION AND COMPANY SEAL

As a condition of onboarding, Counterparty shall provide accurate KYC/KYB information reasonably requested by Visionshark, including a legible government-issued passport or other acceptable government identification for the authorized signatory and beneficial owner(s) when requested, subject to applicable privacy and data-protection law. Corporate entities shall affix their official company seal or stamp **if the entity maintains or customarily uses one**. Counterparty authorizes reasonable verification for compliance, fraud prevention and transaction due diligence. Identification documents are Confidential Information and shall be used only for legitimate onboarding, verification, compliance or legal purposes.

10. AUTHORITY, ACCURACY AND COMPLIANCE

Counterparty represents that submitted information and documents are genuine, current and not misleading; the signatory is duly authorized; and Counterparty will comply with applicable anti-bribery, anti-money-laundering, sanctions, export-control, fraud and trade laws. No party is required to perform an act prohibited by applicable law or binding sanctions.

11. TERM AND SURVIVAL

This Agreement remains in force for five (5) years from the Effective Date. Payment obligations, accrued rights, remedies and provisions that by their nature should survive remain enforceable to the extent permitted by law. Trade secrets remain protected while legally qualifying as trade secrets.

12. EXCLUSIONS AND LEGALLY REQUIRED DISCLOSURE

Confidential Information excludes information Counterparty proves was lawfully known without restriction before disclosure, becomes public without breach, is lawfully received from an independent third party without confidentiality duty, or is independently developed without use of Confidential Information. If disclosure is legally compelled, Counterparty shall, where legally permitted, promptly notify Visionshark and disclose only what is legally required.

13. NO OBLIGATION TO TRANSACT

Unless expressly stated in a definitive signed transaction agreement, Confidential Information is provided for evaluation and due diligence. This Agreement does not obligate Visionshark or a Protected Party to fund, supply, purchase, sell, store, transport or complete a transaction. Definitive transaction documents control transaction-specific obligations.

14. INJUNCTIVE RELIEF, DAMAGES AND ATTORNEYS' FEES

Unauthorized disclosure or circumvention may cause harm that is difficult to quantify. Visionshark may seek temporary, preliminary and permanent injunctive relief, specific performance, an accounting, disgorgement where legally available, unpaid commissions, proven lost profits and other remedies at law or equity. To the extent permitted by applicable law, the prevailing party in an enforcement action may recover reasonable attorneys' fees and court costs.

15. GOVERNING LAW; TEXAS COURTS

This Agreement and disputes arising from it are governed by the laws of the **State of Texas, United States of America**, together with applicable federal law of the United States, without regard to conflict-of-laws principles. Subject to mandatory law that cannot be waived, the parties consent to exclusive jurisdiction and venue in state courts located in **Harris County, Texas** and, when federal subject-matter jurisdiction exists, the United States federal court serving Harris County, Texas. The parties waive objections to personal jurisdiction, venue or forum non conveniens to the fullest extent permitted by law.

16. INTERNATIONAL COUNTERPARTIES AND ENFORCEMENT

If Counterparty is organized, resident or operating outside the United States, it agrees this Agreement remains binding to the fullest extent permitted by applicable law; electronic transmission and execution are valid; and Visionshark may seek recognition and enforcement of a Texas judgment or equitable order in any jurisdiction where Counterparty or its assets are located, subject to local law and applicable recognition procedures or treaties. Counterparty shall maintain current physical and email notice addresses.

17. ELECTRONIC SIGNATURES AND COUNTERPARTS

Electronic-signature platforms, secure web forms, PDF signatures, scanned signatures and other electronic means intended to authenticate a signer shall have the same effect as original signatures to the fullest extent permitted by the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN), the Texas Uniform Electronic Transactions Act and other applicable law. Counterparts together form one instrument.

18. NOTICES

Notices may be delivered by email and, for material legal notices, by commercially reasonable tracked delivery to addresses in the onboarding record. Counterparty shall keep contact information current. Visionshark onboarding correspondence may be directed to **headquartersfueldivision@visionshark.biz**.

19. ASSIGNMENT AND SUCCESSORS

Counterparty may not assign this Agreement or transfer protected transaction rights for the purpose or effect of avoiding obligations to Visionshark. This Agreement binds permitted successors, assigns, affiliates and controlled entities to the extent applicable. Visionshark may assign payment or enforcement rights to an affiliate, successor or designated payee where legally permitted.

20. ENTIRE AGREEMENT; SEVERABILITY; WAIVER

INCORPORATED NON-CIRCUMVENTION CLARIFICATION

CLAUSE 7A - PRE-EXISTING RELATIONSHIPS & PRIOR TRANSACTION PROOF

7A. PRE-EXISTING RELATIONSHIPS & PRIOR TRANSACTION PROOF

(a) Visionshark's Pre-Existing Knowledge or Relationship. If Visionshark Fuels, before an introduction by Counterparty, already knew, had direct contact with, had an established business relationship with, had previously engaged, or was already actively communicating or negotiating with the person or entity being introduced, that introduction shall not by itself create non-circumvention, commission, fee, profit, participation, exclusivity, or other economic rights in favor of Counterparty with respect to that pre-existing Visionshark relationship. Visionshark may document such pre-existing knowledge or relationship through emails, messages, contracts, onboarding records, transaction files, meeting records, CRM records, or other reasonably reliable business records predating the claimed introduction.

(b) Counterparty Claims of a Pre-Existing Relationship with a Visionshark Protected Party. If Counterparty claims that, before the Effective Date of this Agreement, it already knew or had a pre-existing relationship with a Visionshark client, customer, buyer, seller, supplier, title holder, trade desk, brokerage, mandate, intermediary, refinery, terminal, logistics provider, or other Protected Party, merely knowing that party, possessing contact information, having communicated with that party, exchanging offers, participating in discussions, receiving documents, attending meetings, or having been previously introduced shall **not** be sufficient to remove that relationship from the protections of this Agreement.

(c) Required Proof of Completed Prior Transaction. To establish the exception in subsection (b), Counterparty must provide documentary evidence reasonably satisfactory to Visionshark showing that Counterparty and the claimed pre-existing party **successfully completed a bona fide commercial transaction together before the Effective Date of this Agreement**. The evidence must demonstrate actual performance and completion, not merely negotiation or an unconsummated agreement. Acceptable evidence may include an executed contract together with verifiable proof of payment, delivery, lifting, title transfer, invoice settlement, bank confirmation, bill of lading, inspection or completion documentation, or other records reasonably demonstrating that a genuine transaction was completed.

(d) Timing of Disclosure and Failure to Prove. Any claimed pre-existing relationship should be disclosed to Visionshark in writing as soon as reasonably possible and, where practicable, before Counterparty receives substantive confidential or transaction information concerning that relationship. If Counterparty does not provide sufficient documentary proof of a completed prior transaction, the claimed pre-existing relationship shall not qualify for this exception and shall remain subject to the confidentiality, non-circumvention, payment, commission, profit, and other protections of this Agreement to the extent otherwise applicable.

INCORPORATION. This Clause 7A is incorporated into and forms part of the Agreement as though originally printed immediately after Clause 7. It clarifies and supplements Clause 7 and does not reduce any other confidentiality, non-circumvention, commission, profit, payment, or enforcement right provided to Visionshark or the Protected Parties.

COUNTERPARTY CERTIFICATION & SIGNATURE

By signing below, Counterparty confirms that it has read and agrees to this Agreement; all onboarding information is accurate; the signer is authorized to bind Counterparty; and no affiliate, nominee, alternate entity or transaction structure will be used to circumvent Visionshark or avoid commissions, profits, fees or other agreed compensation.

COUNTERPARTY LEGAL NAME

AUTHORIZED SIGNATORY - PRINTED NAME

TITLE

ELECTRONIC / TYPED SIGNATURE

DATE SIGNED

OFFICIAL COMPANY SEAL / STAMP - REQUIRED IF COMPANY HAS ONE (TYPE "ATTACHED" IF SUPPLIED SEPARATELY)

PASSPORT / GOVERNMENT ID TYPE

PASSPORT / GOVERNMENT ID NUMBER (OR TYPE "ATTACHED")

ISSUING COUNTRY

ID EXPIRATION DATE

REQUIRED ONBOARDING ATTACHMENTS

- Passport / government ID copy
- Company registration / formation document
- Company seal/stamp, if applicable
- Authority / mandate letter, if applicable

VISIONSHARK FUELS ACCEPTANCE

Giovanni Halman
Chief Executive Officer (CEO)

Signature

Date

Cynthia Metzger
President

Signature

Date

OFFICIAL COMPANY SEAL



Visionshark Consulting LLC
Texas

Submission: Complete this fillable PDF and attach required onboarding documents using the secure submission method designated by Visionshark Fuels. If email submission is authorized, use headquartersfueldivision@visionshark.biz. Secure upload or encrypted transmission is preferred for passports and other sensitive KYC documents.