

STANDARD COMMISSION FEE AGREEMENT

VISIONSHARK CONSULTING LLC d/b/a VISIONSHARK FUELS | BROKER / BROKERAGE COMMISSION AGREEMENT

PURPOSE. Establishes commission terms, strict transaction confidentiality, mutual relationship protection, payment requirements, and the limited permitted use of commission-payment evidence.

EFFECTIVE DATE (MM/DD/YYYY)

BROKER / BROKERAGE / COMMISSION RECIPIENT - LEGAL NAME

DBA / TRADE NAME (IF ANY)

ENTITY TYPE / COUNTRY OR STATE OF FORMATION

REGISTERED BUSINESS ADDRESS

AUTHORIZED REPRESENTATIVE - FULL LEGAL NAME

TITLE / POSITION

CORPORATE EMAIL

TELEPHONE / WHATSAPP

RECIPIENT CLASSIFICATION - CHECK ALL THAT APPLY

- Brokerage Firm
- Independent Broker
- Mandate / Representative
- Consultant / Intermediary

COMMISSION SCHEDULE

Complete the commercial terms applicable to the specific transaction or relationship.

TRANSACTION / PRODUCT / PROJECT REFERENCE

BUYER / SELLER / COUNTERPARTY REFERENCE (IF AUTHORIZED TO STATE)

TRANSACTION COMMISSION SCHEDULE

INCORPORATED INTO THE STANDARD COMMISSION FEE AGREEMENT

Deal Identification. This schedule identifies the specific closed transaction for which Visionshark Fuels will pay the Commission Recipient. The information below is transaction-specific and remains subject to all confidentiality and past-performance restrictions in the Agreement.

CI NUMBER / COMMERCIAL INVOICE NUMBER OF CLOSED DEAL

PRODUCT

CLOSED / CONTRACTED QUANTITY

COMMISSION FEE TO BE PAID BY VISIONSHARK FUELS (RATE AND/OR TOTAL AMOUNT)

TRANSACTION TYPE

SPOT TRANSACTION CONTRACT

IF CONTRACT: CONTRACT TERM / DURATION (e.g., 12 months)

IF CONTRACT: FREQUENCY / QUANTITY PER LIFTING, MONTH, OR DELIVERY PERIOD

COMMISSION PAYMENT TRIGGER / WHEN COMMISSION BECOMES PAYABLE

ADDITIONAL DEAL / COMMISSION NOTES

CONFIDENTIALITY NOTICE: The CI number, product, quantity, contract duration, counterparties, commission amount, and all information on this schedule are strictly confidential. Neither this schedule nor the underlying Commission Fee Agreement may be shown or used as past performance. Unless Visionshark Fuels gives the required written executive approval, only proof of an actual commission payment made by Visionshark Fuels to the recipient's own approved bank account may be used for the limited past-performance purpose stated in the Agreement.

COMMISSION BASIS (e.g., $/MT, $/BBL, $/GAL, $/LB, percentage, flat fee)

COMMISSION RATE / AMOUNT

ESTIMATED OR AGREED QUANTITY / VOLUME

PAYMENT TRIGGER

PAYMENT TIMING AFTER TRIGGER

SPECIAL COMMISSION INSTRUCTIONS / SPLIT, IF ANY

1. COMMISSION ENTITLEMENT

Visionshark shall pay the Commission Recipient only the commission expressly stated in the Commission Schedule or in a later written commission confirmation authorized by Visionshark. No commission is earned merely because an introduction, discussion, ICPO, LOI, offer, invoice, contract, nomination, or proposed transaction exists. Unless Visionshark expressly agrees otherwise in writing, commission becomes earned only upon the applicable payment trigger and only to the extent the underlying transaction is actually completed and Visionshark receives the corresponding cleared funds from which the commission is payable.

2. PAYMENT TO RECIPIENT'S OWN VERIFIED ACCOUNT

Commission payments shall be made only to the Commission Recipient or its approved legal entity using a bank account verified and accepted by Visionshark. Visionshark is not required to pay an unrelated third party, nominee, personal representative, crypto wallet, cash recipient, or substituted entity unless Visionshark gives prior written approval. Recipient is responsible for accurate banking instructions and all taxes, reporting, licenses, or obligations applicable to its commission.

3. NO AUTHORITY TO BIND VISIONSHARK

Recipient is an independent contractor and has no authority to bind Visionshark, guarantee a transaction, issue commitments on behalf of Visionshark, alter procedures, promise payment, make representations concerning title or product ownership, or use Visionshark branding except as expressly authorized in writing.

4. STRICT TRANSACTION CONFIDENTIALITY

The existence, identity, structure, documents, procedures, pricing, commissions, margins, counterparties, clients, customers, suppliers, title holders, trade desks, terminals, refineries, banking information, communications, performance, payment history, transaction status, and all other non-public information relating to a Visionshark transaction are strictly confidential. Recipient shall not disclose, forward, publish, advertise, post, rebrand, sell, reproduce, distribute, or otherwise use such information except as necessary to perform the transaction or as expressly authorized in writing by an executive of Visionshark. This duty applies to Recipient's employees, agents, sub-brokers, affiliates, consultants, representatives, and any person receiving information through Recipient.

5. PAST PERFORMANCE - EXPRESS RESTRICTION

Recipient shall not use, display, circulate, submit, publish, forward, describe, reference, or present this Agreement, any Visionshark contract, transaction document, invoice, purchase order, ICPO, LOI, offer, procedure, proof of product, proof of funds, bank document, client document, seller document, buyer document, correspondence, screenshot, transaction file, or any other Visionshark or Protected Party material as past performance, proof of performance, credentials, marketing material, due-diligence evidence, or transaction history. No completed transaction may be named or described as Recipient's past performance unless a Visionshark executive gives specific prior written authorization.

6. SOLE PERMITTED PAST-PERFORMANCE EVIDENCE

Absent separate written approval from an authorized Visionshark executive, the **only** item Recipient may use to demonstrate that it has previously received compensation from Visionshark is evidence of an actual commission payment made by Visionshark to **Recipient's own approved bank account**. Such payment evidence may be used only to establish that Recipient was paid a commission; it does not authorize disclosure of the underlying transaction, client, buyer, seller, title holder, product, quantity, pricing, procedures, contract, transaction documents, margins, or other Confidential Information. Recipient shall redact account numbers and other sensitive banking information not necessary for that limited purpose. **This Agreement itself may never be used as past performance.**

7. EXECUTIVE WRITTEN APPROVAL

Any exception allowing Recipient to identify or disclose an underlying Visionshark transaction as past performance must be granted by specific written notice from **Giovanni Halman, CEO, or Cynthia Metzger, President**, or another Visionshark executive expressly authorized in writing for that purpose. Silence, verbal permission, a broker statement, an employee message, participation in a transaction, possession of documents, or receipt of commission does not constitute approval.

8. MUTUAL NON-CIRCUMVENTION AND RELATIONSHIP PROTECTION

For five (5) years from the Effective Date, neither party shall intentionally circumvent the other with respect to a business relationship first introduced and materially facilitated by the other under this Agreement for the purpose of avoiding an agreed commission or economic participation. Visionshark retains full freedom to conduct business with relationships it independently knew, previously transacted with, or can document as pre-existing. Likewise, Recipient may identify a bona fide pre-existing relationship by providing reasonable documentary proof predating the introduction. Mere possession of contact information or prior casual communications does not, by itself, establish exclusive rights.

9. NO SUB-BROKER OR COMMISSION ASSIGNMENT WITHOUT APPROVAL

Recipient may not assign, sell, pledge, split, redirect, or promise its Visionshark commission to another person or entity in a manner that creates an obligation for Visionshark unless Visionshark approves the arrangement in writing. Recipient is solely responsible for any private sharing arrangement it makes without Visionshark's written acceptance, and Visionshark shall have no liability to unapproved sub-brokers or third parties.

10. PAYMENT DISPUTES AND RECORDS

Visionshark's payment records, bank confirmations, transaction accounting, and applicable signed commission schedule may be used to determine amounts actually earned and paid, subject to correction of demonstrable error. Recipient shall promptly notify Visionshark in writing of any claimed payment discrepancy and provide supporting documentation. Acceptance of a payment does not waive a timely, documented claim for an arithmetic error, nor does it create entitlement to future transactions.

11. CONFIDENTIALITY OF CLIENTS AND PROTECTED PARTIES

Recipient shall protect the identities and information of Visionshark's clients, customers, suppliers, buyers, sellers, title holders, trade desks, mandates, refineries, terminals, logistics providers, banking relationships, executives, and other introduced parties. Recipient shall not directly solicit around Visionshark, disclose protected contacts to unrelated parties, or use protected information to develop a separate transaction that deprives Visionshark of an agreed economic interest.

12. BREACH; SUSPENSION; SETOFF; EQUITABLE RELIEF

A material breach of the confidentiality, past-performance, non-circumvention, fraud, or unauthorized-use provisions permits Visionshark to suspend Recipient from future participation and, to the fullest extent permitted by law and controlling transaction documents, withhold or set off unpaid amounts against legally recoverable damages or obligations arising from the breach. Nothing authorizes forfeiture of commissions already earned where applicable law requires payment. The non-breaching party may seek injunctive relief, specific performance, actual damages, unpaid earned commissions, proven lost profits where legally recoverable, and other available remedies. These remedies are intended to compensate actual harm and not impose an unlawful penalty.

13. COMPLIANCE AND ACCURACY

Recipient represents that its identity, entity information, banking information, invoices, tax forms, mandates, and other onboarding documents are genuine, current, and accurate. Recipient shall comply with applicable anti-bribery, anti-money-laundering, sanctions, export-control, fraud, tax, and trade laws. Visionshark may reasonably delay payment while necessary compliance or banking verification is pending.

14. TERM AND SURVIVAL

This Agreement remains effective for five (5) years from the Effective Date unless replaced by a later written agreement. Confidentiality, restrictions on use of transaction materials and past performance, accrued payment obligations, and remedies for prior breach survive expiration or termination to the extent permitted by law. Trade secrets remain protected for so long as they qualify for legal protection.

15. GOVERNING LAW; TEXAS VENUE

This Agreement is governed by the laws of the **State of Texas, United States of America**, together with applicable federal law, without regard to conflict-of-laws principles. Subject to mandatory law that cannot be waived, the parties consent to exclusive jurisdiction and venue in the state courts located in **Harris County, Texas** and, when federal subject-matter jurisdiction exists, the United States federal court serving Harris County, Texas.

16. INTERNATIONAL RECIPIENTS

A Recipient organized or located outside the United States agrees that this Agreement remains binding to the fullest extent permitted by applicable law and that Visionshark may seek recognition or enforcement of a Texas judgment or equitable order where Recipient or its assets are located, subject to local law and applicable recognition procedures or treaties.

17. ELECTRONIC SIGNATURES; COUNTERPARTS

Electronic-signature platforms, PDF signatures, scanned signatures, secure web-form signatures, and other electronic means intended to authenticate a signer shall have the same effect as original signatures to the fullest extent permitted by applicable law. This Agreement may be signed in counterparts, each deemed an original and together one instrument.

18. ENTIRE AGREEMENT; TRANSACTION-SPECIFIC TERMS; SEVERABILITY

This Agreement states the general commission and confidentiality terms between the parties. A transaction-specific written commission schedule or authorized written amendment may supplement it. If a conflict exists, the more specific signed transaction commission term controls only for that transaction, while confidentiality and past-performance restrictions remain in effect unless expressly modified in writing by Visionshark. If any provision is unenforceable, it shall be enforced to the maximum lawful extent and the remaining provisions remain effective.

COMMISSION RECIPIENT CERTIFICATION & PAYMENT INFORMATION

By signing, Recipient confirms that it understands the strict confidentiality and past-performance restrictions, including that this Agreement and transaction documents may never be presented as past performance without the required written executive authorization.

RECIPIENT LEGAL NAME

AUTHORIZED SIGNATORY - PRINTED NAME

TITLE

ELECTRONIC / TYPED SIGNATURE

DATE SIGNED

BANK NAME

ACCOUNT NAME / BENEFICIARY - MUST MATCH APPROVED RECIPIENT

ACCOUNT NUMBER / IBAN

SWIFT / BIC / ABA / ROUTING

BANK ADDRESS / PAYMENT NOTES

OFFICIAL COMPANY SEAL / STAMP - IF COMPANY MAINTAINS ONE

VISIONSHARK FUELS ACCEPTANCE

Giovanni Halman
Chief Executive Officer (CEO)

Signature

Date

Cynthia Metzger
President

Signature

Date

OFFICIAL COMPANY SEAL



Visionshark Consulting LLC
Texas

Legal review: Because commission rights, setoff remedies, non-circumvention provisions, and international enforcement can depend on transaction facts and jurisdiction, Texas counsel should review the final operational version before routine execution.