

Non-Circumvention, Non-Disclosure & Working Agreement

WHEREAS, the Undersigned (hereafter referred to as the “Parties”) wish to enter into this Agreement to define certain parameters of future legal obligations, and to confirm that they are bound by a duty of confidence with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce Convention (I.C.C. 500).

WHEREAS, the Undersigned are wholly independent of each other with no financial interest in each other’s business.

WHEREAS, the Undersigned desire to enter a working business relationship to the mutual and common benefit of the Parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as the “Affiliates”).

NOW THEREFORE, in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the Parties hereto mutually and voluntarily agree as follows:

TERMS AND CONDITIONS:

Article 1:

The purpose of this instrument is to establish an internationally recognized Non-Circumvention Non-Disclosure, and working Agreement between the participating Parties, This and future transactions shall be conducted under the guidelines of the International Chamber of Commerce.

This agreement shall be binding and non-circumvention provisions shall apply only to those sources which the Parties and/or Affiliates have made available and for which the Parties and/or Affiliates did not have a prior working relationship.

Article 2:

The Parties and/or their Affiliates of whatsoever nature irrevocably agree that they shall not, in any manner whatsoever, solicit and/or accept any business from sources that have been made available by and through the Parties hereto, nor in any manner shall they access, solicit and/or conduct any transaction with

such said sources, without the prior specific permission of the Party who made such said sources available.

The Parties shall maintain complete confidentiality regarding each other's business and/or their affiliates and shall only disclose knowledge pertaining to these specifically named Parties as permitted by the concerned party, which to be granted through the expressed written Permission of the Party whom made the source available.

Article 3:

The Parties shall not in any way whatsoever circumvent each other and/or attempt such circumvention of each other and/or any of the Parties involved in any of the transactions the Parties may wish to enter into.

Article 4:

The Parties shall not disclose any contact revealed by either Party to any third Parties as they fully recognize that such information and contact(s) is the property and/or ownership of the respective Party, and shall not enter into direct and/or indirect offers, negotiations and/or transaction with such revealed by the other Party who made the contact(s) available.

Article 5:

The Parties and/or Affiliates do hereby agree that, in respect of Confidential Information of the Discloser, the Recipient:

- a) shall hold it in strict confidence using no less a standard of care than it takes with its own Confidential Information but in event no less than a reasonable standard of care, and
- b) shall not use it for any purpose other than the proper use to conduct the transaction, and
- c) shall restrict its dissemination to only those of its employees, associates or advisers as in reasonably necessary and who have entered into confidentiality agreements with the Recipient containing similar obligations to this Agreement, and
- d) shall not communicate it to any other third party without the prior written consent of the Discloser.

EXCEPTIONS:

The obligations in Article 5 shall not apply to information which:

- a) is already known to the Recipient at the time of disclosure, or
- b) is lawfully disclosed to others without restriction, or
- c) is independently developed by the Recipient by persons having no exposure to Confidential Information of the Discloser, or
- d) is required to be disclosed in compliance with any court order, applicable laws or government regulations, provided that the Recipient provides adequate prior written notice of such proposed disclosure to allow the Discloser to seek a protective order or other protection and Recipient takes reasonable actions to avoid and/or minimize the extent of such disclosure.

Article 6:

In the event of circumvention by any of the undersigned Parties, whether direct and/or indirect, the circumvented Party shall be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and legal fees incurred in lieu of recovery of such compensation.

Article 7:

All considerations, benefits, bonuses, participation fees and/or export profits commissions received as a result of the contributions of the Parties and distributed as mutually agreed between the Parties concerned in accordance with specific arrangements for each transaction, shall be made available and/or submitted to the recipient on the very day due and payable as per each and every transaction, unless otherwise agreed.

Article 8:

This agreement is valid for five (5) years from the date of signature, for any and all transactions between the Parties therein, with renewal to be agreed upon between the signatories. It shall become effective immediately from the date of signing hereof by all Parties.

Article 9:

It is further agreed that any conflict, claims, and or dispute arising out and/or relating to any part of the whole of this agreement or breach thereof and which is not settled between the signatories themselves, shall be settled and binding by and through arbitration in accordance with the rules and through the institution

of the International Chamber of Commerce. Any decision and/or award made by the arbitrators shall be final, conclusive and binding for the parties and enforceable at law in the country of choice of an award by the arbitrators. In the event of dispute, the English language shall prevail. If no agreement has been reached on country of Arbitration, the Arbitration shall be conducted in London/England under English Law.

Article 10:

This Agreement shall be legally binding upon the Parties hereto, their respective heirs, administrators, executors, their successors and assigns for:

- a) The non-circumvention damages, i.e. the total commissions, fees, or profits which would have been due, and;
- b) All loss sustained by the non defaulting party by reason of such breach, and;
- c) All expenses incurred in enforcing any legal remedy rights based upon or arising out of this Agreement.

Article 11:

It is hereby agreed that all communications by electronic mail (e-mail) between the Parties and Affiliates including but not limited to offers, quotes, terms, conditions and commission/fee agreements shall be accepted as formal confirmation and are legally binding.

Article 12:

Signature of this agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this agreement.

Signatures on this agreement received by the way of Facsimile, Mail and/or Email shall be deemed an executed contract.

Article 13:

Both signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement and by their initial and signature hereby unconditionally agree to its terms as of the date noted herein.



This agreement may be signed in one or more counterparts and the Parties agree that facsimile/email copies of this Agreement to be considered as a legal original and signatures thereon shall be legal and binding agreement.

ACCEPTED AND SIGNED WITHOUT CHANCE

FIRST PARTY

Signature & Official Seal/ Stamp:

Signed on (MM/DD/YYYY):

SIGNATORY'S FULL NAME (PRINTED):

SECOND PARTY

Signature & Official Seal/ Stamp:

Signed on (MM/DD/YYYY):

SIGNATORY'S FULL NAME (PRINTED):