



International Chamber of Commerce

The world business organisation

INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400 / 500 / 600)

NON-CIRCUMVENTION, NON DISCLOSURE & WORKING AGREEMENT

WHEREAS the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.

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 “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 hereby agree as follows:

Signature:1	Signature: 2	Signature: 3	Signature: 4

1. TERMS AND CONDITIONS

- A.** The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source.
- B.** The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source.
- C.** That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected.
- D.** That they will not disclose **names, addresses, e-mail address, telephone and telefax or telex numbers** to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other party.
- E.** That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the Parties to this agreement, unless written permission has been obtained from the other parties) to do so. For the sale of this agreement, it does not matter whether information obtained from a natural or a legal person.

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- F.** The parties also undertake not to make use of a third party to circumvent this clause.
- G.** That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- H.** All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.
- I.** This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in **All Commonwealth Country's, European Union Country's, Gulf States, Asian Countries, USA Courts, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of Switzerland will apply.**

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J. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for **five (5) years from last date of signing**.

2. AGREEMENT TO TERMS

A. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. Agreement **enforceable and admissible** for all purposes as may be necessary under the terms of the Agreement.

B. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

* The undersigned agree that all Intermediaries facilitate the successful closure of a deal to both Buyer and Seller, but full responsibility remains at all times the prerogative of the Buyer and the Seller.



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3. ACCEPTED AND AGREED WITHOUT CHANGE

SELLER/MANDATE:	BUYER/MANDATE:
Printed Name:	Printed Name:
Company:	Company:
Address :	Address:
Telephone:	Telephone:
Fax:	Fax:
E-mail :	E-mail:
Passport No./Id. No.:	Passport No/Id No.:
Designation :	Designation:
Date & Time:	Date & Time:
Sign / Seal :	Sign / Seal:

Signature:1	Signature: 2	Signature: 3	Signature: 4

<p>Intermediary 1:</p> <p>Printed Name:</p> <p>Company:</p> <p>Address :</p> <p>Telephone:</p> <p>Fax:</p> <p>E-mail :</p> <p>Passport No. /Id. No.:</p> <p>Designation :</p> <p>Date & Time :</p> <p>Sign / Seal :</p>	<p>Intermediary 2:</p> <p>Printed Name:</p> <p>Company:</p> <p>Address :</p> <p>Telephone:</p> <p>Fax:</p> <p>E-mail :</p> <p>Passport No. /Id. No.:</p> <p>Designation :</p> <p>Date & Time :</p> <p>Sign / Seal :</p>
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EDT (Electronic document transmissions)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-

- 1- Incorporate **U.S. Public Law 106-229**, ‘Electronic Signatures in Global and National Commerce Act’ or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and
- 2- ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257, Geneva**, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
- 3- EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

Signature:1	Signature: 2	Signature: 3	Signature: 4