

Individual English N C N D Agreement

A NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

analogous and corresponding to the **N C N D** ICC-Agreement from Paris, at the 28.1.1997,
(NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT) No. 460/434. Rev 2

A

A.) This agreement, made and entered into this shall obligate the undersigned parties, and their partners, associates, employers, employees, affiliates, subsidiaries, partners, company, nominees, representatives, successors, clients, and assigns, hereinafter referred to as "the parties". Jointly, severally, mutually and reciprocally for the terms and conditions expressly stated and agreed to below, and that this agreement may be referenced from time to time in any document(s) or agreements.

B

B.) The terms and conditions of this agreement apply to any exchange of information written or oral, involving financial information, information about personal or corporate names, contracts intimated by or involving the "parties" and any addition, renewal, extension, roll-over, amendment, renegotiation, or new agreement, hereinafter referred to as "the *project/transaction*" for the purchase, sale, brokerage or sale on commission of all commodities and any other product, material or value.

C

Now, therefore, it is agreed :

C 1.) The "parties" intending to be legally bound, hereby irrevocably agree, and guarantee each other they shall not, directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, bypass or obviate each others interest, or the interest or relationship between the "parties" with producers, sellers, buyers, brokers, dealers, distributors, refiners, shippers, financial institutions, technology owners or manufacturers, to change, increase, or avoid directly or indirect payment of established or yet to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationship with entrepreneurs, legal counsel, or initiate buy/sell relationships, or corporation, producer, technology owner, partnership, or individual revealed or introduced by one of the "parties" to one another in connection with any on-going or future "transaction" or "project".

C 2.) Furthermore, the "parties" irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly, to any third party, any confidential information provided by one party to the other, or otherwise acquired particularly, contract terms, product information, or manufacturing processes, prices, fees, financing sellers, producers, buyers, lenders, borrowers, brokers, distributions, refiners, manufacturers, technology owners or their representatives, and specific individual names, addresses. Principles, or telex/fax/telephone numbers, references, product or technology information and/or all other information, advised by one "party"(s) to another being confidential or privileged, without the prior specific written consent of the "party"(s) providing.

C 3.) This agreement will be valid for a minimum period of five (5) years from the date of the agreement, and for two (2) years after the completion of each transaction or exchange of

information, whichever occurs later, with additional two (2) years automatic roll-over/renewals at the close of each transaction or exchange of information, and thereafter at the end of any roll-over period, without the need for advisement's, unless mutually agreed in writing to be terminated by all the "parties", which termination can occur only at the end of any roll-over period, and must be acknowledged by notice through certified mail therefore; if noticed is not given by all the "parties" within ten (10) days after the beginning of a new roll-over period, it between the "parties" for another five (5) years.

C 4.) Legal remedy for breach of any of the above agreed to covenants shall be governed by the laws of the EU. In event that an amicable settlement cannot be agreed to by mutual discussion and/or arbitration by a third party, each of the "parties" subject to the declared breach shall be responsible for their own legal expenses, until a settlement or judgement is reached, provided however, that the party found in default by a judgement shall compensate in full the aggrieved party for all of its legal expenses, notwithstanding any other provisions of the judgement.

C 5.) Commissions, fees, compensations or remuneration to be paid as part of a transaction covering any "parties" to this agreement, shall be agreed upon by separate written agreement by the "parties" concerned and shall be paid at the time such contracts designated, concluded or moneys changing hands between buyer's and seller's, unless otherwise agreed among the "parties". The "parties" hereby irrevocably, and unconditionally agree and guarantee to honour and respect all such fees, or remuneration arrangements made as part of a commission, "transaction" even in the event that the "party(s)" is not an integral member to a specific commission and fee/remuneration agreement.

D.) In witness whereof, the "parties" hereto have executed and delivered these covenants by mutual agreement the day and year first written above, all faxes are considered original, legal & binding, each representative signing below avows that he is duly empowered by his respectively named company to bind it to the commitment and obligations contained herein.

The parties of this contract are the following:

On the seller-side:

Company:
with all connected companies

Represented by:

Name:.....

Mr.

Location: Date:

Signature: Stamp:

On the Buyer-side:

Company:
with all connected companies

Represented by:

Name:.....

Mr.

Location: Date:

Signature: Stamp:
