

NON CIRCUMVENTION/NON DISCLOSURE
CONFIDENTIAL AGREEMENT
XXXXXXXXXX ,2008

THE UNDERSIGNED (PARTIES), XXXXXXXXXXXXXXXXXXXXXXXX, AND XXXXXXXXXXXXXXXX AND XXXXXXXXXXXXXXXXXXXX AND XXXXXXXXXXXXXXXXXXXXXXXX HEREBY CERTIFY THAT THEY ARE FULLY SATISFIED ABOUT THE GENUINENESS OF THE BUYERS AND/OR SUPPLIERS. THE DOCUMENTS WHICH ARE GOING TO FOLLOW THIS AGREEMENT LIKE LETTERS OF INTENT, FULL CORPORATE OFFERS, BANK COMFORT LETTERS, CONTRACT TERMS AND CONDITIONS, BANKING DETAILS OR PRE-ADVISED PAYMENT INSTRUMENTS AND/OR ANY INFORMATION CONTAINED IN SUCH DOCUMENTS WILL NOT BE PASSED, UNDER ANY CIRCUMSTANCE, ON TO ANOTHER INTERMEDIARY OR BROKER OR TRADER OR WHATEVER COMPANY OR PRIVATE PERSONS WHO ARE NOT END BUYERS OR END SUPPLIERS WITHOUT PRIOR SPECIFIC WRITTEN CONSENT OF THE PARTY(S) PROVIDING SUCH INFORMATION.

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS **XXX DAY OF XXXXXXX 2006** SHALL OBLIGATE THE UNDERSIGNED PARTIES AND THEIR PARTNERS, ASSOCIATES, EMPLOYERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, ANY NOMINEES, REPRESENTATIVES, SUCCESSORS, CLIENTS AND ASSIGNS HEREINAFTER REFERRED TO AS THE "THE PARTIES" JOINTLY SEVERALLY, MUTUALLY AND RECIPROCALLY FOR THE TERMS AND CONDITIONS EXPRESSLY STATED AND AGREE TO BELOW, AND THAT THIS AGREEMENT MAY BE REFERENCED FROM TIME TO TIME IN ANY DOCUMENT(S), OR WRITTEN AGREEMENTS, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL APPLY TO ANY EXCHANGE OF INFORMATION WRITTEN OR ORAL INVOLVING FINANCIAL INFORMATION, PERSONAL OR CORPORATE NAMES, CONTRACTS INITIATED BY OR INVOLVING THE PARTIES AND ANY ADDITION, RENEWAL, EXTENSION, ROLL-OVER AMENDMENT, RENEGOTIATION OR NEW AGREEMENT HEREINAFTER REFERRED TO AS "THE TRANSACTION".

NOW, THEREFORE IT IS AGREED

1. THE INTENDING PARTIES HEREBY LEGALLY, AND IRREVOCABLY BIND THEMSELVES INTO GUARANTEE TO EACH OTHER THAT THEY SHALL NOT DIRECTLY OR INDIRECTLY INTERFERE WITH, CIRCUMVENT OR ATTEMPT TO CIRCUMVENT, AVOID, BY-PASS OR OBIVIATE EACH OTHERS INTEREST OR THE INTEREST OR RELATIONSHIP BETWEEN THE "PARTIES" WITH THE PROCEDURES, SELLERS, BUYERS, BROKERS, DEALERS, DISTRIBUTORS, REFINERS, SHIPPERS, FINANCIAL INSTRUTIONS, TECHNOLOGY OWNERS OR MANUFACTURERS, TO CHANGE, INCREASE OR AVOID DIRECTLY OR INDIRECTLY PAYMENTS OF ESTABLISHED OR TO BE ESTABLISHED FEES, COMMISSIONS, OR CONTINUANCE OF PRE-ESTABLISHED RELATIONSHIP OR INTERVENE IN UNCONTRACTED RELATIONSHIPS WITH MANUFACTURERS OR TECHNOLOGY OWNERS WITH INTERMEDIARIES ENTERPRENEURS, LEGAL COUNCIL, OR INITIATE BUY/SELL RELATIONSHIP OR TRANSACTIONAL RELATIONSHIP THAT BY-PASSES ONE OF THE "PARTIES" TO ONE ANOTHER IN CONNECTION WITH ANY ONGOING AND FUTURE TRANSACTION OR PROJECT.

2. FURTHERMORE, THE "PARTIES" IRREVOCABLY AGREE THAT THEY SHALL NOT DISCLOSE OR OTHERWISE REVEAL DIRECTLY OR INDIRECTLY TO A 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, FINANCIAL AGREEMENT, SCHEDULES AND INFORMATION CONCNRNING THE IDENTITY OF THE SELLERS, PRODUCERS, BUYERS, LENDERS, BORROWERS, BROKERS, DISTRIBUTORS, REFINERS, MANUFACTURERS, TECHNOLOGY OWNERS, OR THEIR REPRESENTATIVE AND SPECIFICALLY INDIVIDUALS NAMES, ADDRESSES, PRICIPALS, OR TELEX/ FAX/TELEPHONE NUMBERS, REFERENCES PRODUCT OR TECHNOLOGY INFORMATION AND/OR ALL OTHER INFORMATION ADVISED BY ONE "PARTY(S)" TO BE ONE ANOTHER AS BEING CONFIDENTIAL OR PRIVILEGED WITHOUT PRIOR SPECIFIC WRITTEN CONSENT OF THE "PARTY(S)" PROVIDING SUCH INFORMATION.

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3. THIS AGREEMENT SHALL BE VALID FOR TEN (10) YEAR COMMENCING FROM THE **XX DAY OF XXXXXXXXXXXX 2008**. AND EXPIRE ON THE **XX DAY OF XXXXXXXXXXXX 2018**. THIS AGREEMENT HAS AN OPTION TO RENEW FOR A FURTHER PERIOD OF TEN (10) YEAR SUBJECT TO AND UPON THE TERMS AND CONDITIONS AGREED BETWEEN ALL PARTIES.

4. LEGAL REMEDY FOR BREACH OF ANY OF THE ABOVE AGREED TO COVENANTS SHALL BE GOVERNED BY THE UNITED NATION LAWS AND THE LAWS OF THE COUNTRY/STATE/PROVINCENCE/COUNTRY OF THE "PARTIES" DECLARING SUCH BREACH. THE PAYMENT FROM THE "PARTIES" THAT BREACH THIS AGREEMENT SHALL PAY 40% OF THE FACE VALUE OF ANY CONTRACT, FINANCIAL TRANSACTION OR FINANCIAL INSTRUMENTS THIS AGREEMENT COVERS. IN THE EVENT THAT THE "PARTIES" REFUSE TO ABIDE BY THIS AGREEMENT AND 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 IT'S LEGAL EXPENSES, NOT WITHSTANDING ANY OTHER PROVISIONS OF THE JUDGEMENT.

5. CONSULTATION FEES, COMPENSATION OR REMUNERATION TO BE PAID AS PART OF TRANSACTION COVERING THE "PARTIES" TO THIS AGREEMENT, SHALL BE AGREED UPON BY SEPARATE WRITTEN AGREEMENT BY THE "PARTIES" CONCERNED AND SHALL BE PAID AT THE TIME SUCH CONTRACT DESIGNATED, CONCLUDED OR MONIES CHANGING HANDS BETWEEN BUYERS AND SELLERS, UNLESS OTHERWISE AGREED AMONG THE "PARTIES". THE "PARTIES" HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE AND GUARANTEE TO HONOR AND RESPECT ALL SUCH FEES AND REMUNERATION, ARRANGMEENTS MADE AS PART OF A CONSULTATION TRANSACTION EVEN IN THE EVENT THAT THE "PARTY(S)" IS NOT AN INTEGRAL MEMBER TO A SPECIFIC CONSULTATION AND FEE/REMUNERATION AGREEMENT.

6. IN SPECIFIC DEALS WHERE THIS OFFICE ALLOWS THE BUYERS OR BUYERS MANDATE, AND THE SELLER TO DEAL DIRECTLY WITH ONE ANOTHER, THIS OFFICE SHALL BE INFORMED OF THE DEVELOPMENT OF THE TRANSACTIONS BY RECEIVING COPIES OF THE CORRESPONDENCE MADE BETWEEN THE BUYER OR BUYER'S MANDATE AND THE SELLER.

7. THE EXECUTION OF EACH TRANSACTION SHALL BE CORPERATED BY AN INTERNATIONAL BANK WHO SHALL SERVED AS AN "INTERMEDIARY" WHO ARE RESPONSIBLE AND AUTHORISED TO THE FOLLOWING:

A) VERIFY THE ADEQUACY OF THE DOCUMENTATION REQUIRED TO COMPLETE THE TRANSACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, LETTER OF CREDIT, MARINE INSURANCE, BILLS OF SALE, SWIFT MT 103/23, SIGNED, SEALED, NOTARIZED AFFIDAVIT AND ANY OTHER DOCUMENTS DEEMED TO BE REQUIRED BY THE PROVIDER;

IN WITNESS WHEREOF THE "PARTIES" HERETO HAVE EXECUTED AND DELIVERED THESE CONVENANTS BY MUTUAL AGREEMNT THE DAY AND YEAR WRITTEN ON ALL E-MAILS / eFAXES ARE TO BE CONSIDERED ORIGINAL, LEGAL AND BINDING.

EACH REPRESENTATIVE SIGNING BELOW AVOWS THAT HE IS DULY EMPOWERED BY HIS RESPECTIVE NAME COMPANY TO BIND TO THE COMMITMENTS AND OBLIGATIONS CONTAINED HEREIN.

I)
TITLE:
NAME:

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COMPANY:
ADDRESS
TELEPHONE:
FAX:
EMAIL:
PASSPORT #:
COUNTRY:

SIGNED & SEAL

DATE

II)
TITLE:
NAME:
COMPANY:
ADDRESS
TELEPHONE:
FAX:
EMAIL:
PASSPORT #:
COUNTRY:

SIGNED & SEAL

DATE

III)
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NAME:
COMPANY:
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IV)
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V)
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TELEPHONE:
FAX:
EMAIL:
PASSPORT #:
COUNTRY:

SIGNED & SEAL

DATE

CONTRACT NUMBER:
TRANSACTION CODE
SELLER'S CODE:
BUYER'S CODE:

This Document consists of XXXX pages.