**NON-CIRCUMVENTION NON-DISCLOSURE & WORKING AGREEMENT**

The *INTENT* of this *AGREEMENT* is to establish a fair and reasonable Agreement that properly Projects and recognizes the mutual interests of all the *PARTIES* involved in this *AGREEMENT*.

**WHEREAS** The *UNDERSIGNED* wish to enter into this Agreement to define certain parameters of their future *LEGAL, OBLIGATIONS RELATING TO:*

**WHEREAS** the *UNDERSINGED* desire to enter into a working Business relationship for the mutual and common benefit of the *PARTIES* hereto, including their Facilities, Subsidiaries, Stockholders, Partners, Co-Ventures, Trading Partners, Corporations, Divisions, Employees, Assignees, Agents, Consultants, Brokers & other Associated Organizations.

**WHEREAS**, each Signatory *PARTY* possesses certain *INFORMATION* not known to any other *PARTY*.

**WHEREAS**, the *PARTIES* are *INITIALLY* desirous of conducting various Business Transactions in concert with one another for their mutual benefit.

**WHEREAS**, each *PARTY* desires that the other *PARTY* (or *PARTIES*) *REFRAIN* from having any direct *CONTACT* with any Third *PARTY* introduced by another *PARTY* to this *AGREEMENT, EXCEPT* for the mutual benefit of all the *PARTIES.*

*THE UNDERSIGNED PARTIES AGREE IN CONSIDERATION OF THE FOREGOING PROMISES & INTENTS TO ABIDE BY THE FOLLOWING* **TERMS AND**

**CONDITIONS**:

1. *NON-CIRCUMVENTION*: Each *PARTY UNDERTAKES* not to directly contact deal with transact Business with or otherwise be involved with any Corporation, Partnership, Proprietorship, Trust, Individual, or other Entity introduced by either *PARTY* without the specific written permission of the Introducing *PARTY*.

2. *NON-DISCLOSURE*: Each *PARTY AGREES* not to *DISCLOSE* or otherwise *REVEAL*, to any Third *PARTY* the Identities, Addresses, Telephone Numbers, Facsimile Numbers, Bank Codes, Account Numbers, Financial References, or any other Entities Introduced by either *PARTY* to the Other without the specific written permission of the Introducing *PARTY*.

3. *TERM*: This *AGREEMENT* is valid for following *PERIOD OF TIME: FIVE (5)* years from the date of signing of this *AGREEMENT*.

1. *PARTIES BOUND*: This *AGREEMENT* shall be *BINDING* upon all Undersigned *PARTIES* and their Heirs, Successors, Associates, Affiliates and Assignees. Each *PARTY* shall take reasonable steps to ensure that their Employees, Agents, Representatives, Officers, Independent Contractors Shareholders, Principals, and other Third *PARTIES* - also - abide by the provisions of this *AGREEMENT*.

5. *NOTICES*: All notices, demands, consents, or requests given by the *PARTIES* shall be in *WRITING* ---- and shall be transmitted by Telecopier or other means of Facsimile *TRANSMISSION* with return *CONFIRMATION* requested, Postage Prepaid, to the other *PARTY* at the last Facsimile Number or Address the *PARTY* had designated by appropriate Notification / Communication.

6. *LANGUAGE*: The *LANGUAGE* in this *AGREEMENT* shall be in all cases construed simply according to its fair *MEANING* and not strictly for or against any of the *PARTIES.*

7. *SEVERABILITY*: Should any portion of this *AGREEMENT* be declared invalid or un-enforceable, then such a portion shall be deemed to be severable from this *AGREEMENT* but shall not effect the remainder thereof.

8. *INTEGRATION*: This *AGREEMENT* constitutes the entire Non-Circumvention *AGREEMENT* between the *PARTIES* and supersedes all prior *DISCUSSIONS, NEGOTIATIONS* and *AGREEMENTS,* whether *ORAL* or *WRITTEN*. The *PARTIES* further intend that this *AGREEMENT* constitutes the complete and exclusive statement of it’s *TERMS* and that no *EXTRINSIC* evidence whatsoever may be introduced in any judicial or Arbitration proceedings involving this *AGREEMENT*.

9. *AMENDMENTS*: Any change in, or amendment to, this *AGREEMENT* including oral modification supported by any New Consideration, must be reduced to written words, and must be signed by all *PARTIES* before it is considered as having become *EFFECTIVE*.

10. *WAIVER*: No waiver or default of any Part of this *AGREEMENT* by any *PARTY* shall be implied from any omission to take action against the Defaulting *PARTY* by the Aggrieved *PARTY*. One or more waiver of any covenant, term or condition of this *AGREEMENT* by any *PARTY* shall not be considered to be a waiver of any subsequent or similar acts of Omission & Commission.

11. *ARBITRATION*: Any *CONTROVERSY* or *CLAIM* arising out of this *AGREEMENT*, which could not be settled amicably between the *PARTIES* themselves, shall be decided by *ARBITRATION* in accordance with the International Chamber of Commerce (ICC) Rules OF *ARBITRATION* and the *NON-CIRCUMVENTION* and *NON-DISCLOSURE* Laws and Provisions, in the nearest Regional ICC Court of Administration.

1. *ATTORNEYS FEES*: If any *PARTY* files any action, or beings any proceedings, against another *PARTY* arising from this *AGREEMENT*, the prevailing *PARTY* shall be entitled to recover as an element of their *COST* of Suit, and not as *DAMAGES*, reasonable Attorney's Fees to be fixed by the Court, Arbitrator or Adjudicative Authority. The prevailing *PARTY* shall be the *PARTY* entitled to recover their Costs of Suit or Arbitration, whether or not such a Suit or Arbitration proceeds to final *JUDGEMENT*. Any *PARTY* not entitled to recover *COSTS* shall not recover *ATTORNEY'S FEES*.

13. *RELATIONSHIP*: The *PARTIES* here to shall not be deemed to be *PARTNERS* in - Joint Venture and no *PARTY* shall be liable for the other *PARTY’S* commitments or liabilities resulting from execution of this *AGREEMENT*.

14. *FORCE AND EFFECT OF DOCUMENTS*: The *PARTIES* hereto agree that a signed telefax or other Facsimile *COPY* of this *AGREEMENT* shall have the same force and effect as the original of these *DOCUMENTS*.

**IN WITNESS WHERE OF**, the *PARTIES* hereto *EXECUTE* this *AGREEMENT* through their A*UTHORIZED* representatives as on this day of …....................

**Name:**

**Company:**

**Position:**

**Address:**

Telephone:

Email:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

signature / date

**Name:**

**Company:**

**Position:**

**Address:**

Telephone**:**

Email**:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

signature / date