

## **Non-Circumvention And Non-Disclosure & Working Agreement**

**This agreement is applicable for purchase and sales of** scrap metal, crude oil, and other petroleum products, also covers currencies-/ Au metal, platinum, rough/cut diamond, financial instruments (MTN- BG's extra) and all other commodities, either buying or selling through and between the parties to this agreement, and other business opportunities, which are agreed upon by the parties to this agreement, and for the mutual benefit of the parties to this agreement.

WHEREAS the Parties hereto set forth below wish to enter into this Agreement to establish a business relationship for the mutual benefit of all Parties named herein.

WHEREAS each Party wishes to provide for the non-disclosure of said resources and for the non-circumvention of the intent of their business transactions.

Now therefore, the Parties agree to abide by the following terms and conditions set forth for that purpose.

This Non-Circumvention and Non-Disclosure is prepared in accordance with the legal standards and principles of the International Chamber of Commerce (I.C.C) Paris, France, Rules & Regulations 400/500/600, which is recognized as the agency having authority over matters of International Commerce.

In all cases, the contracting Parties herein shall settle any such dispute as may arise locally, upon mutual agreement, unless arbitration becomes necessary. By their execution of this Agreement, the Parties hereto submit themselves to the jurisdiction of United Kingdom.

### **1. Non-Circumvention**

The Parties shall respect the integrity and tangible value of the contact/compensation structure and shall not in any manner whatsoever, attempt to circumvent the validity and integrity of the correct process, as initially defined, and as initially acted upon. In any of the transactions, whether being entered into in the course of any attempted transactional process, any contract introduced by one Party to the other, shall be considered the property of the introducing Party, without the specific authorization of the first Party to do so. Each of the Parties below accept and understand that any overt or covert action of circumvention of the respected process shall constitute a serious trespass of trust and legality, and will be subject to judicial action, recompense, and possible punitive damages as so awarded by legal process.

The names, identities, bank co-ordinates and other identifying information of persons or entities that are a party to this transaction, contained herein, or learned hereafter shall be a Corporate Trade Secret that shall not be disseminated or circumvented other than as provided for herein, or as allowed under applicable law. Any unauthorised circumvention or disclosure of this transaction, parties to, or other material fact of, shall subject the violator to legal prosecution.

In as much as any document passed through the hands, or electronic equipment of any broker, intermediary or entity not signatory to this Agreement, and any material fact provided to any broker, intermediary or

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entity not signatory to this Agreement, allowed herein, or as required by applicable law, unless otherwise agreed upon, will immediately subject the violator to legal prosecution.

It is further understood that where one Party contravenes the integrity of the mutual contact procedure, the contravening Party (ies) shall:

- A) Indemnify fully all commissions, fees, or money obtained by contravening Party, directly or indirectly to the Party, which has been violated.
- B) Indemnify and be liable for all legal fees for all Parties which may be incurred in the course of the adjudication of said violation; and
- C) Be subject to the possible punitive action as awarded by legal process.

## **2. Non-Disclosure**

The Parties shall not disclose to any third parties (except their bankers), either directly or indirectly, the fact or nature of their respective professional and business association, or any transaction (or transactional information) in which the Parties are/were/or may be jointly involved, without the prior authority for the other Party and that all names, addresses, telephone numbers, telex/fax numbers, or any other medium of contact or the identity of such value to the respective Party which has expended time and money to develop its contact system. Under no circumstances, either during or after the tenure of the formal associations of the above Parties, shall any Party violate the integrity and legality of the contact system without first securing full written authority from the other Parties to do so. Any authority given must require continued fee protection as well as automatic receipt of copies of all future correspondence with the referred partners.

It is also understood that a signatory cannot be considered or adjudged to be in violation of the Agreement when the violation is involuntary due to situations beyond his/her/their control such as prior knowledge or possession of the privileged information or contacts (s) without the intervention or assistance of one or more of the signatories. In the case of prior knowledge or possession of information regarding a specific source of borrowing lending or other business activities, re-introduction of said source or sources should adhere to the terms and conditions of this Agreement only for the specific transaction(s) proposed at the time of said reintroduction(s).

## **3. Time Validity**

This Agreement shall become effective immediately from the date of signing hereof by all Parties, shall be effective retroactively from time of initial contact, and shall remain in effect hence forth for a period of five (5) years unless terminated sooner by consent.

## **4. Legality**

This Agreement shall be legally binding on the Parties hereto, their corporations, affiliated or otherwise, principals, employees, representatives, agents, assignees, heirs, successors and all others associated.

## **5. Arbitration**

Every attempt shall be made to resolve disputes arising from intended or inadvertent violation of this Agreement, as possible. In the event that adjudication is required, local process shall be proceeded with, according to the principles of the I.C.C. as stated above. Where judicial resolution is not thereby achieved, this matter is to be settled by the I.C.C. itself, the decision of which all Parties shall consider to be final. A judgement upon award may be entered and enforced in any British Court.

## **6. Fee Protection Agreements**

This Agreement defines the legal association of all Parties and also serves as a Fee Protection Agreement for commissions, fees, consulting fees, and/or equity position(s). It is agreed that any and all commissions, fees, consulting fees and/or equity position(s) resulting from the consummation for the primary venture and other ventures, projects, properties, commodities, bank interest or services will be agreed through an addendum in writing in advance among the undersigned Parties on a deal-by-deal basis, unless otherwise stipulated and agreed upon by the undersigned parties in writing. The monetary disbursement from the revenue of any one, or continuing transaction(s) will be classified. A Paymaster Trustee may be appointed at the request of any signatory hereto to administer the transfer and payment of proceeds here from.

The primary and any subsequent Fee Protection Agreement will be considered to be part of this legal Agreement by reference and shall be fully subject to the above defined terms and conditions. The Parties hereto shall use their best effort to assure that all contracts between their respective Contacts shall include specific instructions that the Pay Order wherefore shall be issued to any Trustee appointed herein, immediately following contract finalization, subject to agreed upon terms.

The Parties agree that each Fee Protection Agreement is irrevocable and is valid upon commencement and closing of each respective transaction identified by certain codes and will remain valid in the event that the code(s) are changed or substituted, or some terms and conditions of each Fee Protection Agreement are changed by anyone. Each Fee Protection Agreement shall be in force throughout the entire terms of each respective transaction including all renewals, extensions, rollovers, additions to each respective transaction or any new contract/ agreement between the Parties' respective Contacts, as a corporate participant, or any affiliated entities, officers, employees, associates, assignees, transferees, and/or designees.

## **7. Signature of Facsimile Copies**

This Agreement may be executed in counterparts with single and / or several signatories and also, facsimile copies may serve as originals. Facsimile copies shall be as binding and legally enforceable as any full recourse commercial contract under the rules and regulations of the ICC.

Let it be known that each of the parties have set their hand to this Non-Disclosure and Non-Circumvention Agreement both personally and as representatives or associates of their various institutions, with full knowledge

that each is liable for the remedies prescribed by the law for breach or default of the terms contained herein.

In WITNESS thereof, the Parties have caused this Agreement to be signed and binding. All Parties hereby declare that they have read and understand this Agreement and that they have full legal power and authority to request or provide services, financial instruments and/or moneys rendered under contract. It is also understood that all Parties (where applicable) are providing funds that are clean, free and clear.

COUNTRY, MONTH, 0000

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<b>COMPANY:</b>	
<b>NAME:</b>	
<b>DATE :</b>	
<b>NACIONALITY:</b>	
<b>ADDRESS:</b>	
<b>IDENTIFICATION:</b>	
<b>TITLE:</b>	
<b>PHONE:</b>	
<b>E-MAIL:</b>	
<b>MSN:</b>	
<b>SKYP:E</b>	

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**Signatures**