

International Chamber of Commerce Non Circumvention and Non Disclosure Working Agreement. (NCNDA)

Whereas, the undersigned parties wish to enter into this Agreement to define certain parameters of their future legal obligations and are bound by a duty of confidentiality and non-circumvention with respect to their sources and contacts. The undersigned desire to enter into a working business relationship involving the trading of commodities to the mutual benefit of all parties.

This agreement is made and entered into on this date, 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 Parties" jointly severally, mutually and reciprocally for the terms and conditions expressly state 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 initiate by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement hereinafter referred to as "The Transaction" (Project/Transaction) for the purchase of all commodities, products, and equipment.

NOW, THEREFORE IT IS AGREED:

Agreement not to deal without consent

The intending parties hereby legally, and irrevocably bind themselves to guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's interest or the interest or relationship between "The Parties" with procedures, sellers, buyers, brokers, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, to change, increase or avoid directly or indirectly payments of established or agreed fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationship with manufacturers or technology owners with intermediaries, entrepreneurs, legal counsel or initiate buy/sell relationships or transactional relationship that by-passes one of "The Parties" with any Corporation, producer, technology owner, partnership, or individual revealed or introduced by one of "The Parties" to one another in connection with any ongoing and future transaction or project.

Agreement not to disclose

"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 agreements, schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representative and specific individuals names, addresses, principals, or telex/fax/telephone numbers, email addresses, references, product or technology information and/or other information advised by one party(s) to another as being confidential or privileged, without prior specific written consent of the party(s) providing such information.

Agreement to inform

In specific deals where one of "The Parties" acting as an agent allows the buyers or buyer's mandate, and the seller to deal directly with one another, the agent shall be informed of the development of the transactions made between the buyer or buyer's mandate and the seller.

Term

This agreement shall be valid for three (3) years commencing from the date of this agreement; with additional two (2) years automatic roll-over renewals at the close of each transaction or exchange of information and therefore at the end of any roll-over period, without the need of advertisement, 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.

Breach of this Agreement

In the event of breach of the herein mentioned and agreed agreement's statements by any member of "The Parties," directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it was entitled from such transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

Arbitration

All disputes arising out of or in connection with the present contract shall be finally settled under the ICC ARBITRATION RULES" OR under the Alternative Dispute Resolution Rules ("ADR") of SINGAPORE Court by one or more "Arbitrators" appointed in accordance with the said rules.

Every award shall be binding on "The Parties" and enforceable at law.

By submitting the dispute to arbitration under these rules, "The Parties" undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

Each of "The Parties" subject to the declared breach shall be responsible for their own legal expenses until an

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award is given or settlement is reached, provided however, "That Party" found in default by "The Arbitrator(s)" shall compensate in full the aggrieved party its heirs, assignees and/or designs for the total remuneration received as a result of business conducted with "The Parties" covered by this agreement, plus all its arbitration costs, legal expenses and other charges and damages deemed fair by "The Arbitrator(s)" for bank, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the named party, notwithstanding any other provisions of the award.

Force Major

A party shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of "The Parties":

Entities Owned or Controlled

This agreement shall be binding upon all entities owned or controlled by a party and upon the principal(s), employee(s), assignee(s), family and heirs of each party.

Neither party shall have the right to assign this agreement without the express written consent of the other.

Agreement not to Circumvent

"The Parties" agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more if "The Parties" while excluding other or agree to benefit to any other party.

Not Partnership Agreement

This agreement in no way shall be construed as being an agreement of partnership and none of "The Parties" shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other.

TRANSMISSION OF THIS AGREEMENT

The transmission of this agreement through Tele-fax, E-mail, Facsimile or any similar programs, shall be legal and binding.

Agree and Attested

Each representative signing below guarantees that he/she is duly empowered in his/her own right or by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as individual, corporate body or on behalf of a corporate body.

The documents which are going to follow this agreement like letters of intent (LOI), full corporate offers (FCO), bank comfort letters (BCL), 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, onto 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.

ACCEPTED AND AGREED WITHOUT CHANGE

1ST PARTY (Buyer)

Signed on: _____

Company name: _____

Company Address: _____

Signatory name: _____

Signatory Position: _____

Citizenship: _____

Passport No: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Corporate Seal & Signature:

2ND PARTY (Intermediary)

Signed on: _____

Company name: _____

Company Address: _____

Signatory name: _____

Signatory Position: _____

Citizenship: _____

Passport No: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Corporate Seal & Signature:

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3RD PARTY (Facilitator)

Signed on: _____

Company name: _____

Company Address: _____

Signatory name: _____

Signatory Position: _____

Citizenship: _____

Passport No: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Corporate Seal & Signature: _____

4TH PARTY (Seller's Mandate)

Signed on: _____

Company name: _____

Company Address: _____

Signatory name: _____

Signatory Position: _____

Citizenship: _____

Passport No: _____

Telephone No: _____

Fax No: _____

Email Address: _____

Corporate Seal & Signature: _____