

## **NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)**

WHEREAS the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.

WHEREAS the undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates").

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

### **1. TERMS AND CONDITIONS**

A. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and,

B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source, and,

C. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected.

D. That they will not disclose names, addresses, e-mail address, telephone and tele-fax or telex numbers to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and

E. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the

F. Parties to this agreement, unless written permission has been obtained from the other party(ies) to do so. For the sale of this agreement, it does not matter whether information obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.

G. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

H. All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.

I. This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in All Commonwealth Country's, European Union Country's, USA Courts, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of states will apply.

J. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for **five (5) years from last date of signing.**

## **2. AGREEMENT TO TERMS**

A. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. Agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.

B. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

### **TERM & CONDITIONS:**

A master fee protection agreement will be created, unless mutually agreed to by all signing parties not to do so, that covers the initial contract and shall include any renewals, extensions, rollovers, additions or any new or transfer contract any how originated from this transaction because of the above intermediaries or changing codes of the initial contract entered into between the BUYER and SELLER.

Orders shall be assignable, transferable and divisible and shall not be amended without the express written and notarized consent of the receiving beneficiary. All parties agree neither to circumvent nor to attempt circumvent either for the transaction of this current contract or in the future for a period of five (5) years from the date of the execution of this fee protection agreement. This document binds all parties, their employees, associates, transferees and assignees or designees.

All faxed and/or e-mailed signatures shall be considered as original signatures for the purpose of binding all parties to this agreement. This document may be signed & in any number of counterparts all of which shall be taken together and shall constitute as being one & the same instrument.

Any party may enter into this document and the agreement constituted thereby by signing any counterpart any time, date or period mentioned in any provision of this document shall only be amended by agreement in writing and signed off by all parties concerned.

Furthermore, we agree that any and all commissions due shall be paid to the beneficiary as a result of any extension or rolls of the contract and that we shall effect all necessary documentation with our bank without any undue delays to ensure such commissions and paid within the terms of the agreement.

### **PARTIAL INVALIDITY:**

The illegality, invalidity and non-enforceable provision of this document under the laws of any jurisdiction shall not affect its illegality, validity or enforceability under the law of any other jurisdiction or provision.

### **GOVERNING LAW AND JURISDICTION:**

This document shall be governed & construed in accordance with current English or **I.C.C (REF. ICC 619/664)** signed between partners NCND laws.

### **ARBITRATION:**

All parties agree to refer any disputes between the parties arising out of or in connection with this agreement including any questions regarding its existence, validity or termination to arbitration rules of the international arbitration centre (I.A.C). The appointed arbitrator shall hold the proceedings in any country chosen by the parties and the rules of the IAC shall apply.

This document is signed and accepted by parties named below as to be included in the main contract.

**All transfer instructions shall truthfully state for each party:** “these funds are good, clean, cleared, unencumbered legitimately earned funds of a non-criminal origin and are free and clear from any claims, liens and encumbrances whatsoever”.

**EDT ( ELECTRONIC DOCUMENT TRANSMISSIONS)**

1. EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:- Incorporate **U.S. Public Law 106-229**, “Electronic Signatures in Global & National Commerce Act” or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)
2. ELECTRONIC COMMERCE AGREEMENT (**ECE/TRADE/257, Geneva, May 2000**) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
3. EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of DD MM YYYY**

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**A1:**  
**By: Impex Alliance Trading Inc., 1000810-9.**

**Authorized Signature:**

**Print Name and Title: Timothy MacKinnon, VP.**

**Passport Number and Country of Origin: HM882087, CANADA**

**Dated: DD.MM.YYYY**

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**A2:**  
**By Company Name & Registration Number:**

**Authorized Signature:**

**Print Name & Title:**

**Passport Number and Country of Origin:**

**Dated: DD.MM.YYYY**

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**END DOCUMENT**