

International Chamber of Commerce Non-Circumvention, Non-Disclosure and Working Agreement

Whereas the undersigned Parties wish to enter into this agreement to define certain parameters of their future legal obligations, and considering their mutual promise herein and other good and valuable considerations the receipt of which is acknowledged hereby, the Parties here to mutually and voluntarily agree as follows:

1. The Parties hereto and/or their affiliates of what-so-ever nature shall not, in any manner solicit and/or accept any business from sources that have been made available by and through the Parties hereto, nor in any manner shall access, contact, solicit and/or conduct any transaction with such said sources, without the expressed and specific permission of the Party who made such said sources available.

The Parties shall maintain complete confidentiality regarding each other's business and/or their affiliates and shall only disclose knowledge pertaining to these specifically named Parties as permitted by the concerned Party, unless agreed and granted written permission of and by the Party *whom* made *the* source available.

2. The Parties shall not in any way what-so-ever circumvent each other and/or attempt such circumvention of each other and/or any of the parties involved in any of the transactions the Parties wish to enter and to the best of their abilities shall ensure that the original transaction codes, data and proprietary information established are not altered.
3. The Parties shall not disclose any contact revealed by either Party to any third Parties as they fully recognized such information and contract(s) of the respective Party, and shall not enter into direct and/or indirect offers, negotiations and/or transaction with such contacts revealed by the other Party who made the contract(s) available.
4. In the event of circumvention by any of the undersigned Parties, whether direct and/or indirect, the circumvented Party shall be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and all legal fees incurred in lieu of the recovery of such compensation.
5. All considerations, benefits, bonuses, participation, fees, and/or commissions received as a result of the contributions of the Parties to this agreement, relating to any and all transactions shall be allocated and distributed as agreed. Specific arrangements, for each transaction shall be made available and/or submitted to the recipient on the very day due and payable as per each and every transaction, unless otherwise agreed.
6. This agreement is valid for five (5) years from the date of signature, for any and all transactions between the Parties therein, with renewal to be agreed upon between the signatories.
7. It is further agreed that any controversy, claims, and/or disputes arising out of and/or relating to any part of the whole of this agreement or breach thereof and which is not settled between the signatories themselves, shall be settled and binding by and through arbitration in accordance with the rules and through the institution of the International Chamber of Commerce. Any decision and/or award made by the arbitrators shall be final, conclusive and binding for the Parties and enforceable in the Court of Law in the Country of choice of an award by the arbitrators.

PARTICIPANTS INITIALS:

1)

2)

8. This Agreement shall be binding upon the Parties hereto and in the case of individual parties, their respective heirs, administrators and executors and in the case of all corporate Parties, their successors and assigns.
- a) The non-circumvention damages, i.e. the total commissions, fees, or profits which would have been due, and;
 - b) All loss sustained by the non defaulting party by reason of such breach, and;
 - c) All expenses incurred in enforcing any legal remedy rights based upon or arising out of this Agreement
9. Signature of this agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this agreement
10. All signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement, and by their initials and signature hereby unconditionally agree to its terms as of the date noted herein.
11. The purpose of this instrument is to establish an internationally recognized Non-Circumvention, Non-Disclosure, and Working Agreement between the participating Parties. This and future transactions shall be conducted under the guidelines of the International Chamber of Commerce.

This agreement may be signed in one or more counterparts and the Parties agree that facsimile copies of this Agreement to be considered as a legal original and signatures thereon shall be legal and binding.

Accepted and Agreed: On this, day of , 2005.

1.)

Signature

Signature

Written names and company seals