

In accordance with the laws of  
**INTERNATIONAL CHAMBER OF COMMERCE (ICC)**  
**NON CIRCUMVENTION AND NON DISCLOSURE WORKING AGREEMENT**

**PARTIES AND PURPOSE**

The undersigned are mutually desirous of doing business with respect to the arranging, selling and buying and equipment in cooperation with one another and with third parties for the mutual benefit of all. It is their intention that the information exchanged among the signatories in the course of doing business, as well as the documents which will be generated subsequent to the execution of this Agreement, including but not limited to letters of intent, full corporate offers, bank comfort letters, 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, to another intermediary or broker or trader or any other company or private person who is not an end buyers or end supplier, without prior specific written consent of the party or parties generating or with proprietary rights to such information and/or documentation

This Agreement shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, nominees, representatives, successors, clients and assigns (hereinafter collectively referred to as 'The Parties') jointly, severally, mutually and reciprocally for the term of and to the performance of the terms and conditions expressly stated and agreed to below. Furthermore, whenever this Agreement shall be referenced in any subsequent document(s) or written agreements, the terms and conditions of this Agreement shall apply as noted and shall further extend to any exchange of information, written, oral or in any other form, involving financial data, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement that are in any way a component of what shall hereinafter be referred to as 'The Project' or 'The Transaction' for the purchase of the subject commodities, products, and/or equipment.

**NOW, THEREFORE, IT IS MUTUALLY AGREED**

**AGREEMENT NOT TO DEAL WITHOUT CONSENT**

The Parties hereby legally, wholly and irrevocably bind themselves and guarantee to one another that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others' interest, or the interest or relationship between The Parties, by means of any procedures, sellers, buyers, brokers, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, for the purpose of changing, increasing or avoiding, directly or indirectly, payments of established or to be established fees, commissions, or the continuance of pre-established relationships, or to intervene in un-contracted relationships with manufacturers or technology owners, intermediaries, entrepreneurs, legal council, or to initiate any buy/sell or any transactional relationship that by-passes one of The Parties in favor of any other individual or entity, in connection with the subject Transaction or Project or any related future Transaction or Project.

**AGREEMENT NOT TO DISCLOSE**

The Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any unauthorized individual or entity any confidential information provided by one party to another, including but not limited to contract terms, product information or manufacturing processes, prices, fees, financial agreements, schedules and information concerning the identity of sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or the representatives of any of the above, as well as names, addresses, principals or telex/fax/telephone numbers, references to product or technology information and/or any other information deemed confidential or privileged within the broadest possible scope of The Project or The Transaction without prior specific written consent of the party or parties generating or with proprietary rights to such information.

**AGREEMENT TO HONOR COMMISSIONS**

Commissions, fees, compensation or remuneration to be paid as part of The Transaction or The Project anticipated by this Agreement shall be agreed upon by separate written agreement of The Parties concerned and shall be paid at the time and in the manner designated in such separate agreement, unless otherwise agreed among the affected Parties.



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All Parties hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration arrangements made as part of a commission transaction, even if an individual Party is not an integral component of and/or a signatory to a specific commission, fee or remuneration agreement.

**AGREEMENT TO INFORM**

In the specific situation where a Party acting as an agent of the buyer allows the buyer or the buyer's representative and the seller to deal directly with one another, said agent shall be informed of the subsequent development of all transactions between the buyer or the buyer's representative, and shall be provided timely copies of all pertinent developmental and/or transactional correspondence and documentation relative thereto by the buyer or the buyer's representative and/or the seller.

**TERM**

This Agreement shall be valid for two (2) years commencing from the date of this agreement. This Agreement may be renewed for a further period of two (2) years, subject to and upon the terms and conditions agreed between and among the signatories.

This Agreement shall apply to:

- All transactions originated during the term of this Agreement.
- All subsequent transactions that are follow up, repeat, or extended transactions or renegotiation(s) of transactions originated during the term of this Agreement.

**ARBITRATION**

All disputes arising out of or in connection with this Agreement shall be finally settled under the rules of arbitration of the '**International Chamber of Commerce (ICC)**' by one or more '**Arbitrators**' appointed in accordance with said rules. All such arbitration awards shall be binding on all Parties and enforceable at law. The Parties further agree to carry out the terms of any arbitration award without delay and shall be deemed to have waived their right to any form of alternative recourse, by or through any other means, insofar as such waiver can validly be made.

Each of The Parties named in an Arbitration proceeding and/or required to appear under such a proceeding, unless otherwise agreed, shall be responsible for its own legal expenses. The prior sentence notwithstanding, any Party adjudged by the Arbitrator to be in material breach of this Agreement shall compensate in full the aggrieved party, its heirs, assignees and/or assigns, for the total remuneration received as a result of business conducted with The Parties covered by this agreement, plus, subject to the determination of the Arbitrator, all its arbitration costs, legal expenses and other charges and damages incurred relative to its dealings banks, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the aggrieved 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 of The Parties with the full knowledge and acquiescence of all necessary Parties, whether or not such fees, commissions remunerations or considerations gained through circumvention would otherwise be deemed the rightful property of any one or several of The Parties.

**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, nor shall any party be liable for the separate and independent actions of any other.

*[Handwritten signature]*

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**TRANSMISSION OF THIS AGREEMENT**

Any accurate and legally binding version of this Agreement accurately transmitted through MSN Messenger or any similar programs, as well as telefax or e-mail programs, shall be deemed an equivalent, original, legal and binding version of this Agreement.

**AGREE AND ATTESTED**

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

**1) First signatory details:**

Signatory's Full Name: **Mr. Jean-Roland JUTIER**  
Position in Company: **Managing Director**  
Passport Number: **04KH27491**  
Company Name: **EuroBusiness-partners**  
Address: **75 Boulevard de la République**  
**F-92250 La Garenne Colombes**  
**France**  
Phone: **+33 156 05 59 21**  
Fax: **+33 156 05 59 21**  
Mobile: **+33 685 116 380**  
E-Mail: **[jr.jutier@eurobusiness-fr.com](mailto:jr.jutier@eurobusiness-fr.com)**

Signed Date: **F..... 00, 2009**

Company Seal & Signature:



**2) Second signatory details:**

Signatory's Full Name: **Mr.**  
Position in Company: **C**  
Passport Number: **0**  
Company Name: **g**  
Address: **6**  
**F**  
**F**  
Phone: **+**  
Fax: **+**  
Mobile: **+**  
E-Mail: **j**

Signed Date: **F..... 00, 2009**

Company Seal & Signature:

**(Electronic document transmissions)**

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be:-  
1- Incorporate **U.S. Public Law 106-229**, "Electronic Signatures in Global and National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001) and  
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.

This NCND Agreement with the coordinates of its participants is in 3 pages.

1<sup>st</sup> Initial

2<sup>nd</sup> Initial

3

Ref: **EuroBusiness-partners** & .....