

Non Circumvention, Non Disclosure and Confidentiality agreement

WHEREAS, this Agreement made and entered into this _____, between the following:

Company Name: Global Assets (NW) Ltd

Address:

Telephone:

Fax:

E-Mail:

Principal's Name:

– and –

Company Name:

Address:

Telephone:

Fax:

E-Mail:

Principal's Name:

Development:

WHEREAS, this Agreement shall bind the said parties and their partners, associates, employers, affiliates, subsidiaries, parent companies, nominees, representatives, employees, successors, clients and assigns, hereinafter referred to as (the "Parties"), jointly, severally, mutually and reciprocally for the terms and conditions expressly stated and agreed to below and that this agreement may be referenced from time to time in any document(s) or agreements.

The terms and conditions of this agreement apply to any exchange of information written or oral, involving financial information, project information, personal or corporate names, contracts initiated by or involving the "Parties", and any addition, renewal, extension, roll-over, amendment, re-negotiation or new agreement, hereinafter referred to as the "Project/Transaction".

NOW THEREFORE, for and in consideration of the premises, mutual covenants and agreement herein contained the Parties contract as follows.

1 Scope of the Agreement

The "Parties" intending to be legally bound, hereby irrevocably agree and guarantee each other 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 Producers, Sellers, Buyers, Brokers, Dealers, Distributors, Refiners, Shippers, Financial Institutions, Technology Owners or Manufacturers, to change, increase, or avoid directly, or indirectly, payment of established, or to be established, fees, commissions, or continuance of pre-established relationship, or intervene in a non-contracted relationship with Manufacturers or Technology Owners, with Intermediaries, Entrepreneurs, Legal Counsel, or initiate buy/sell relationships or transactional relationships that by-pass 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 on-going or future "Transaction" or "Project".

2 Non-disclosure

Furthermore, the "Parties" irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly, to any 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, financing arrangements, schedules and information concerning the identity of Sellers, Producers, Buyers, Lenders, Borrowers, Brokers, Distributors, Refiners, Manufacturers, Technology Owners, or telex/fax/telephone/e-mail numbers, references, product or technology information, and/or all other information, advised by one "Party" (is) to another as being confidential or privileged, without the prior specific written consent of the "Party" (is) providing such information.

3 Registration

A signatory introducing a source(s) to be protected under the provisions and terms of this agreement agrees to register such source(s) with the other "Party" (is) to this agreement. A source(s) is deemed registered when such other "Party" (is) gives his/her/its written approval to the source(s) offered by the introducing signatory.

4 Term

This Agreement shall be valid for a minimum period of five (5) years from the date of the Agreement and for two (2) years after completion of each Transaction or exchange of information, whichever occurs later, with additional two (2) years automatic roll-over/renewals at the close of each Transaction or exchange of information and thereafter at the end of any roll-over period, without the need for advisement, 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 and must be acknowledged by notice through certified mail thereof. If notice is not given by all the "Parties" within ten (10) days after the beginning of the roll-over period, it shall be construed that the agreement is in full force and in effect between the "Parties" for another two (2) years.

5 Breach

Legal remedy for breach of any of the above agreed to Covenants shall be governed in accordance with either:

- A the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) in Geneva, Switzerland, by one or more arbitrator designated in conformity with those rules, the Arbitrator or Arbitrators having the power to rule on their own competence and on the validity of the agreement to submit to arbitration;
- B the laws of the country/state/province/county of the "Party" (is) declaring such breach.

In the event that an amicable settlement cannot be agreed to by mutual discussion and/or arbitration by a third party, each of the "Party" (ies) subject to the declared breach shall be responsible for their own legal expenses until a settlement or judgement is reached, provided however, that the "Party" (ies) found in default by a judgement shall compensate in full the aggrieved "Party" (ies) for all of its legal expenses, travel and accommodation and any other expenses in connection with the legal action notwithstanding any other provisions of the judgement. Furthermore, and subject to the provisions of any judgement stating otherwise, in the event of circumvention, either directly or indirectly, the aggrieved "Party" (ies), his/hers/their heirs and assigns and/or designees shall be entitled to a legal remedy of £250,000 (Two Hundred and Fifty Thousand UK pounds) as well as any loss of commission covered by this Agreement.

Force Majeure

It is clearly understood and agreed that a signatory cannot be considered or adjudged to be in violation of this Agreement when the violation is involuntary, i.e., due to situation(s) beyond his/her/their control, such as Force Majeure (as stated by the ICC, Geneva, Switzerland), theft, or a signatory's other connection and/or any other third party having prior knowledge or possession of the privileged information without the intervention or assistance of the said signatory.

Commissions and Fees

Commissions, fees, compensation or remuneration to be paid as part of a Transaction covering any of the "Parties" to this Agreement, shall be agreed upon by separate written agreement by the "Parties" concerned and shall be paid at the time such Contract is designated or concluded and monies change hands between Buyers and Sellers or between a funding source and the Project, unless it is otherwise agreed among the "Parties". The "Parties" hereby irrevocably and unconditionally agree and guarantee to honour and respect all such fees, commission or remuneration arrangements

made as part of a Transaction even in the event that the "Party" (ies) is/are not an integral member to a specific commission and fee/remuneration agreement.

Validity

In the event of any part of this Agreement being held invalid or ineffective by reason of law or otherwise, the balance of this Agreement shall continue in full force and effect. However, the undersigned "Parties" undertake to come to an agreement to achieve the purpose sought for the ineffective provision(s) insofar as it is possible.

Claims

All notices, statements, requests, demands and/or claims by any "Party" to the other "Parties" and/or signatories shall be in writing and shall be deemed to have been fully given and delivered only if delivered in person, by registered mail, courier or facsimile, the latter being valid and enforceable as original.

Copies

It is agreed that a facsimile copy of this Agreement signed by all "Parties" shall be deemed valid and enforceable as an original copy and is legal and binding. Without prejudice to any foregoing clause it is further agreed that a copy of this Agreement shall be incorporated as an annex to any Sales Purchase Contract to which the "Parties" bind themselves.

Special Conditions

Any third party (ies) to whom the "Parties" contractually bind themselves in a Sales Purchase Contract resulting from negotiations amongst or between or stemming from the "Parties" herein shall be incorporated in this Agreement and their particulars shall be added hereto.

Conclusion

This Agreement is compiled in two (2) counterparts, of four (4) pages, each of which shall be deemed as original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the "Parties" hereto have executed and delivered these covenants by mutual agreement the day and year first before written.

Each representative signing below avows that he/she is duly empowered by his/her respectively named company to bind it to the commitments and obligations herein. By signing this Agreement in the places provided herein below, the Parties agree to be bound by the provisions hereof.

Director:

Company Name: Global Assets (NW) Ltd

Signature:

Principal:

Company Name:

Principal's Signature:

Passport Number:

Date:

