



International Chamber of Commerce
The world business organisation

**INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.)
 NON-CIRCUMVENTION, NON-DISCLOSURE AND WORKING AGREEMENT**

CONSIDERED AS AN INTEGRAL PART OF THE MASTER FEE PROTECTION AGREEMENT ENTERED BETWEEN THE UNDERSIGNED PARTIES ON SAME DATE

CONTRACT N°
COMMODITY
ORIGIN	
CONTRACT QTY
CONTRACT PERIOD
UNIT PRICE
SELLER'S NAME
REPRESENTED BY
BUYER'S NAME
REPRESENTED BY

Whereas, the undersigned wish to enter into this Agreement to define certain parameters of their future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with International Chamber of Commerce Convention (I.C.C. 500).

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

PARTICIPANT'S INITIALS:

BUYER	BUYER MANDATE	SELLER	SELLER MANDATE	
Intermediary 1	Intermediary 2	Intermediary3		

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:

I. TERMS AND CONDITIONS:

A. The parties will not in any manner neither solicit nor accept business from sources or their affiliates, which sources were made available through any party to 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's business sources and/or their affiliates, and will disclose such business sources only to the named parties pursuant to the express written permission of the party who made available the source. And

C. That they will not in any way whatsoever circumvent, nor attempt to circumvent, each other, or any of the parties involved in any of the transactions, nor disclose to another party any information in respect to the commissions, agreements, quotes or business arrangements which are considered confidential in nature, made with its respective partners, business associates, co-ventures or other third parties and do, to the best of their abilities, assure the other parties that the transaction codes established will not be affected by parties desirous of entering in the transactions. And

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

E. That they further undertake not to enter into business transactions with private investors, private sources of funds or other bodies, the name and contact numbers or e-mail address of which have been provided by one of the parties without the express knowledge, consent and approval of the party who made available such source. 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 the clause. And

F. That in the event of breach or circumvention of this agreement by either party, directly or indirectly, the circumvented party shall be entitled to legal monetary damages including 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.

G. 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.

H. This agreement is valid for any and all goods/services, transactions between parties hereto and shall be governed by the enforceable law of any **International Court of all Commonwealth Countries, European Union Countries, USA, BVI or under Swiss Law in Zurich**, and in the event of dispute, the arbitration laws of states will apply.

The duration of the agreement is **five (5)** years from the date thereof.

II. AGREEMENT TO TERMS:

A. Signature of this agreement received by way of Facsimile, Mail or E-mail, shall be deemed to be an executed contract, an 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 they represent that they have full and complete authority to execute this for and in the name of the party for which they have given their signatures.

Accepted and agreed without change on, ..., 2021 by the following participants:

Electronic signature is valid and accepted as hand signature

BUYER		
Signatory's full name:		
Date:		
Passport & Nationality:		
Company Name:		
Signatory position:		
Company Address:		
Phone No.		
Mobile No.		

SELLER		
Signatory's full name:		
Date:		
Passport & Nationality:		
Company Name:		
Signatory position:		
Company Address:		
Phone No.		
Mobile No.		
Fax No.		
E-mail:		Signature & Seal
Seller Mandate		
Signatory's full name:		
Date:		
Passport & Nationality:		
Company Name:		
Signatory position:		
Company Address:		
Phone No.		
Mobile No.		
Fax No.		
E-mail:		Signature & Seal

Seller Facilator-1		
Signatory's full name:		
Date:		
Passport & Nationality:		
Company Name:		
Signatory position:		
Company Address:		
Phone No.		
Mobile No.		
Fax No.		
E-mail:		Signature & Seal

Intermediary # 1		
Signatory's full name:		
Date:		
Passport & Nationality:		
Company Name:		
Signatory position:		
Company Address:		
Phone No.		
Mobile No.		
Fax No.		
E-mail:		Signature & Seal

Intermediary Buyer		Signature & Seal
Signatory's full name:		
Date:		
Passport & Nationality:		
Company Name:		
Signatory position:		
Company Address:		
Phone No.		
Mobile No.		
Fax No.		
E-mail:		

BUYER MANDATE		Signature & Seal
Signatory's full name:		
Date:		
Passport & Nationality:		
Company Name:		
Signatory position:		
Company Address:		
Phone No.		
Mobile No.		
Fax No.		
E-mail:		

EDT
“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.