

This agreement is intended only for all the parties named herein. It contains privileged and confidential protected information, disclosure of this agreement to anyone other than the named parties is not authorized. Each party must get the written authorization from all other parties before such disclosure.

NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

Agreement made this _____ among _____, having a principal place of business at _____, U.S.A. hereinafter referred to as **Disclosing Party** and _____, having a principal place of business at _____, hereinafter referred to as **Receiving Party** and _____, having a principal place of business at _____ hereinafter referred to as **Receiving Party**.

The undersigned parties hereunder recognize that there is a need to disclose to each other certain confidential information for the limited purpose of performing their respective businesses, products and services (the "Business Purpose") and to protect such Confidential Information (as defined below) from unauthorized use and disclosure to any third party.

The undersigned parties and their respective officers, directors, share holders, employees, agents, representatives, contractors, consultants, clients, suppliers, heirs, successors, parents, joint ventures, partnership, entities, subsidiaries, divisions, departments, affiliates and/or assigns agree and covenant that they will not circumvent or bypass one another party in any dealings or business transactions now or in the future as relating to any business opportunities induced by disclosing or receiving party implicitly or expressively for their mutual benefit.

- 1. Confidential Information.** Each party acknowledges and agrees that it will have access to Confidential Information of the other party. For purposes of this Agreement, "Confidential Information" means any information or data, regardless of whether it is in tangible form, of each party that is not generally available to the public. Confidential Information shall include, without limitation, information regarding business plans, projects, advertising, discussions, concepts, strategies, technologies, current and potential customers/ suppliers, current and potential business partners, financial instruments or providers, employee lists and other business information, and each party's products, discoveries, inventions, research, techniques, software and other proprietary information. Confidential Information shall include sales leads to domestic and/or international parties and/or customers (See Protected Customers/Suppliers below). Each party agrees (i) to hold Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third party, and (iii) not to use any Confidential Information for any purpose except for the Business Purpose. Each party may disclose the Confidential Information to its responsible employees, outside counsel and experts retained, by it who have agreed to the limitations imposed by this Agreement with a bona fide need to know, but only to the extent necessary to carry out the Business Purpose. The obligations under this Section shall extend until such time the Confidential Information becomes publicly available (otherwise than through a breach of this Agreement) or at the end of three years from the date of this agreement, whichever is comes first.
- 2. Protected Customers/Suppliers.** Each party acknowledges and agrees that "Protected Customers/Suppliers" means that the domestic and/or international clients/vendors, potential clients/vendors, chains of suppliers, factories, manufacturers and the identities of governments, companies, corporations, institutions, individuals, transaction procedures and involved third parties connected with any transaction covered in any way introduced by one another party (the "Introducer") shall remain the proprietary property of the Introducer. And the interpretation of such protected customers/suppliers will extend to the best interest of the Introducer. Each party acknowledges and agrees that "Sales Leads" made known by one party to another are to be protected and are the proprietary property of the Introducer. Each party agrees that "Sales Leads" include, but not limited, to any domestic and/or international initial sales lead/opportunity and all subsequent "Sales Leads and/or opportunities" that follow and or emerged from, through, and/or by the introduction of the initial sales lead/opportunity through the introducer and/or the customer and any of its affiliates, associations, partners, organizations, representatives, and/or its third party.

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3. **Non Circumvention.** Each party acknowledges and agrees that “Non Circumvention” means that each party shall not, without the prior knowledge or consent of one another party, contact, approach, conflict, solicit, negotiate, cross over, cut off or discuss business pertaining to any dealings or business transactions now or in the future as relating to any business opportunities with protected customers or suppliers of the Introducer in paragraph 2 above. Each party hereby agree to immediately terminate all contacts, communications, transactions or any form of acts with protected customers or suppliers of the Introducer at the request of the Introducer in oral or written notice.
4. **Governing Law; Entire Agreement.** This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Alleging/complaining party in U.S.A. courts. Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement including any claim based on contract, tort or statute, shall be litigated in the State or Federal Courts in the U.S.A., the State of Alleged/Complaining party. This Agreement is the complete and exclusive statement regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.
5. **Term.** This Agreement shall become effective on the date hereof, shall apply to all information heretofore or hereafter provided, and shall remain in effect for minimum of (5) years from the date of the last disclosure of Confidential Information, at which time it will terminate. This agreement is a five (5) years agreement
6. **Severability.** The provisions of this Agreement are severable. If any term or provision of this Agreement shall in any extent be invalid or unenforceable, the remainder of this Agreement shall be valid and shall be enforced to the fullest extent permitted by laws.
7. **Validity.** Each party acknowledges and agrees that this agreement may be executed in counterparts, each of which shall be deemed as an original, and when taken together with all other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all of the parties. Facsimile, E-mail documents and other tangible media shall have the same force and effect as originals.
8. **Notices.** Any notices to be given to any party may be effected either by personal delivery in writing, email, or by mail, registered and certified, postage prepaid within return receipt request. It can also send by FEDEX, UPS or other express mail with tracking system and signature request. Mailed notices shall be addressed to the appropriate address mentioned above.
9. **Termination Of Contract:** either parties can and may terminate the contract 30 days after written notice to the other party

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

Disclosing Party _____
By: _____
Name: _____
Date: _____
Title: _____

Receiving Party _____
By: _____
Name: _____
Date: _____
Title: _____