



International Chamber of Commerce

The world business organization

NON CIRCUMVENTION AND NON DISCLOSURE WORKING AGREEMENT – CURRENCY EXCHANGE, BANK GUARANTEES & MTN.

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

WHEREAS, the Undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (herein after referred to as Affiliates).

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 here to mutually and voluntarily agree as follows:

TERMS AND CONDITIONS:

01. The parties and/or their affiliates of whatsoever nature shall not, in any 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, solicit and/or conduct any transaction with such said sources, without 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 an expressed written Permission of and by the Party whom made the source available.

02. 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 and proprietary information established are not altered.

03. The parties shall not disclose any contact revealed by either Party to any third Parties as they fully recognized such information and contact (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 contact (s) available.

04. 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 recovery of such compensation.

05. All considerations, benefits, bonuses, participation, fees, and/or export Profits commissions received as a result of the contributions of the Parties to this and distributed as mutually agreed between both the Parties concerned 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.

06. 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. It shall become effective immediately from the date of signing hereof by all parties.

07. It is further agreed that any controversy, claims, and or dispute arising out 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 law in the country of choice of an award by the arbitrators. In the event of dispute the English language shall prevail. If no agreement has been reached on country of Arbitration, the Arbitration shall be conducted in the state of California of USA, Australia or British Courts.

08. This Agreement shall be legally binding upon the Parties hereto their respective heirs, administrators, executors, their successors and assigns for:

- 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.

09. 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. Signatures on this agreement received by the way of Facsimile, Mail and/or Email shall be deemed and executed contract.

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 initial 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/email copies of this Agreement to be considered as a legal original and signatures thereon shall be legal and binding agreement.

ACCEPTED AND SIGNED WITHOUT CHANGE

1st Party: seller-

Company Name: IMEGA international trading

Email: info@imegagmbh.com

*Address: I- IMEGA INTERNATIONAL TRADING · P.O.Box 7885 Dubai
- U.A.E. KHARBASH TOWER, Shikh Zayid Road*

Agree with the parts in this contract to pay not more than ... USD per 1MT of sugar from the contract No-after seller bank receiving 100%payment from buyer bank.

Buyer Name:

Contract details : sell and purchase agreement for 00,000MT of sugar icumsa 45..

Seal and Signature:

DATED ____

2st Party:

Company Name:

Name:

Company address:

Telephone:

Facsimile:

Mobile:

Email:

Seal and Signature:

DATED
