



INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400 / 500 / 600) NON-CIRCUMVENTION, NON DISCLOSURE & WORKING AGREEMENT

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

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 (hereinafter 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 hereby agree as follows:

TERMS AND CONDITIONS.

The undersigned Parties agree, in the consideration of the foregoing promises to abide by the following terms and conditions:

1. **Non-Circumvention:** Each Party agrees not to directly or indirectly contact, deal with transact, or otherwise be involved with any corporation, partnership, proprietorships, trust, individuals, or other entities introduced by either Party without the specific written permission of the introducing Party.
2. **Each Party** agrees not to directly or indirectly circumvent, avoid or bypass each other regarding any renewals, corporation, partnerships, proprietorships, trusts, or other entities introduced by either Party.
3. **Non- Disclosure:** Each Party agrees not to disclose or otherwise reveal to any third Party the identities, addresses, telephone numbers, facsimile numbers, E-mail addresses, telex numbers, bank codes, account numbers, financial reference, or any other entities introduced by either Party to the other without the specific written permission of the introducing Party.
4. **Terms:** This Agreement is valid for the following term: Five (5) years from the date of signing of this agreement.
5. **Parties bound:** This Agreement shall be binding upon all undersigned Parties and their heirs, successors, associates, affiliates and assigns. Each Party shall take reasonable steps to ensure that their Employees, Agents Representatives, Officers, Independent Contractors, Shareholders, Principals and other third Parties abide by the provisions of this Agreement.
6. **Notice:** All notices, demands, consists, or requests given by the Parties shall be in writing transmitted by telecopier or other means of facsimile transmission with return confirmation requested, postage prepaid, to the other Party at the last facsimile number or address the Party has designated by notice here in. Notice shall be considered to have been given.

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.



7. **Language:** The language in all the Agreement shall be in all cases constructed simply according to its fair meaning and not strictly for or against of the Parties and it is agreed that the English language is used.

8. **Severability:** Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed

9. **Integration:** This Agreement constitutes the entire Non Circumvention Agreement between the Parties and supersedes all prior discussion, negotiations and Agreements, whether oral or written. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement

10. **Amendments:** Any change or amendment to this Agreement, including oral modification supported by new consideration, must be reduced to writing and signed by all Parties before it will be effective.

11. **Waiver:** No waiver or default of any of this agreement by any party shall be implied from any omission of such party to take action against the defaulting party. One or more waivers of any covenant, terms or condition of this agreement by any party shall not be considered to be waiver of render unnecessary consent or approval of said party of any subsequent or similar acts or omission.

12. **Arbitration:** Any controversy or claim arising out of this agreement which is not settled between the parties themselves, shall be settled by arbitration in accordance with the international chamber of commerce (ICC) rules and arbitration is the nearest regional or ICC non-circumvention and non-disclosure laws and binding for all undersigned parties and their associates, affiliated, employees, agents holders, principals, heirs, successors, assigns and other third parties.

13. **Attorney's Fees:** If any party files any action or brings any proceeding against other arising from this agreement, or is made a party to any action or proceeding arising from this agreement, the prevailing party shall be entitled to recover as an element of their cost to suit and not as damages reasonable attorney's fees to be fixed by the court, arbitrator or adjudicative authority. The prevailing party shall be the party entitled to recover their cost to suit or arbitration, whether or not entitled to recover costs.

Relationship: The Parties hereto shall not be deemed to be Partners or Joint Ventures and no Party shall be liable for any other Party's commitments or liabilities resulting from execution of this Agreement. Force and defect of Document: The Parties here to agree that a signed telefax or other facsimile copy of this Agreement shall have the same force and effect and as the original of this document.

Force and Effect of Documents: The Parties hereto agree that Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. Agreement **enforceable and admissible** for all purposes as may be necessary under the terms of the Agreement.

All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

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ACCEPTED AND AGREED WITHOUT CHANGE

Intermediate 1

Printed Name:	Dylan Williams
Company :	ABC Real Estate Services, Inc
Address and nationality:	1143 Nostrand Ave, Brooklyn, NY 11225 US Citizen
E-mail :	abcneos@gmail.com
Telf.:	(718) 221-8822 / (917)541-4781
Passport No or DNI.	
Designation :	President & CEO
Date:	

Sign / Seal :



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Intermediate 2

Printed Name:	
Company :	
Address and nationality:	
E-mail : Telf.:	
Passport No or DNI.	
Designation :	
Date:	
Sign / Seal :	

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ACCEPTED AND AGREED WITHOUT CHANGE

Intermediate 3

Printed Name:	
Company :	
Address and nationality:	
E-mail : Telf.:	
Identity Card:	
Designation : Consultant	
Date:	
Sign / Seal :	

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ACCEPTED AND AGREED WITHOUT CHANGE

Seller

Printed Name :	
Company:	
Address and Nationality :	
e-mail : Telf.:	
Passport No or DNI:	
Designation :	
Date:	
Sign / Seal :	

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Seller's Mandate

Printed Name:	
Company :	.
Address and nationality:	
E-mail : Telf.:	
Passport No or DNI.	
Designation :	
Date:	
Sign / Seal :	

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Buyer

Printed Name :	
Company:	
Address and Nationality :	
e-mail : Telf.:	
Passport No or DNI:	
Designation :	
Date:	
Sign / Seal :	

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Buyer's Mandate

Printed Name:	
Company :	.
Address and nationality:	
E-mail : Telf.:	
Passport No or DNI.	
Designation :	
Date:	
Sign / Seal :	

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