

## **NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT**

This Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between; M/s. Global Recycling Metals (UK) Limited (GRML), represented by its \_\_\_\_\_, Mr. \_\_\_\_\_ and \_\_\_\_\_ with Operations in \_\_\_\_, represented by Mr. \_\_\_\_\_;

As follows;

### Clause 1.

In accordance with the legal standards and provisions of the International Chamber of Commerce, Paris, France, pertaining to non-circumvention and non-disclosure guidelines, it is hereby understood and irrevocably agreed upon by the Parties and/or Companies and their Officers that each and every Party hereto may directly or indirectly learn from each other or their principles, trustees, agents, the names, addresses, telephone numbers, telex numbers, facsimile numbers of lending, trust institutions, trustees, investors, borrowers, buyers, lenders, sellers, brokers, agents, transaction codes, bank account numbers, or other individuals and/or data herein considered and referred to as Contacts.

### Clause 2.

It is expressly understood and irrevocably agreed upon that Contacts of each Party hereto are and shall be recognised directly and/or indirectly by all the Parties hereto named as exclusive and valuable Contacts whose existing relationship shall not under any circumstance be undermined or abused. Neither Party shall negotiate or participate in any transaction with any of the revealed Contacts without entering into a written agreement and permission being obtained from the Party who first provided the information and disclosed such Contacts prior to such negotiations or participation. The Parties shall respect the integrity and tangible value of the Contract/compensation structure. Accordingly, each Party accepts and fully understands that any overt action of circumvention of the respected process shall constitute a trespass of trust and a serious breach of legality and such infringement shall be subject to judicial action, recompense and punitive damage as so awarded by legal process.

### Clause 3.

The signatories of this document irrevocably agree and accept full responsibility and liability for their agents, brokers, principals, trustees, and other related third parties to maintain confidentiality relating to any information and any transaction entered into. Therefore every party expressly agrees and warrants not circumventing and/or attempting to circumvent in any manner whatsoever, and/or permit another person and/or multiple persons through disclosures of any information to that Party and/or Parties to circumvent the Parties to this Agreement in any present, pending, and/or future transactions

### Clause 4.

It is expressly agreed upon that neither Signatory shall reveal to any third party (except their bankers), either directly or indirectly, any confidential information provided by the other

Party, particularly the contacts or means thereto, including any bank information, transaction codes and/or any other such information conveyed to the other Party as being confidential or privileged without the specific and formal written consent of the other.

Clause 5.

In the event of circumvention, either directly or indirectly the circumvented party shall be entitled to a legal monetary penalty award, equal to the maximum consulting service, consultancy fee, commission, and/or profit originally expected or contemplated to be realised from such transactions. This payment shall be levied against and payment shall be due on demand by the Parties engaged in the circumvention, also in addition it shall include all legal expenses in the recovery of said funds if collected through legal action of any manner or form by either Party. In the event of legal action due to circumvention, the circumventing party shall bear all the legal costs, fees, transportation costs, investigative fees/costs, and any ancillary costs and/or fees incurred in the recovery of compensation due, these expenses will become due upon demand with proper documentation supporting such claim.

Clause 6.

It is further agreed that all Parties whose signatures appear below, duly endorse this Agreement, recognise, acknowledge all the terms and conditions stated above and accept this legal and binding contract enforceable by all the courts foreign and domestic of competent jurisdiction separately and in cooperation with each other for the actions in the retrieval of the compensation due. This agreement shall be legally binding on the Party/ies hereto, their principals, employees, representatives, agents, assignees and all other associates. Notwithstanding the foregoing relating to court/legal action every attempt shall be made to resolve disputes amicably arising from the violation of this Agreement. In the event that such disputes cannot be resolved amicably then the Parties may seek Arbitration through the International Chamber of Commerce herein referred or alternatively take legal action as mentioned in this Agreement.

Clause 7.

It is duly agree upon that any related finders fees, consulting fees, commissions and/or profits resulting from currency/commodity transactions or services will be agreed upon in writing between the undersigned parties on a transaction to transaction basis, unless otherwise stipulated in writing by all the undersigned Parties.

Clause 8.

Whereas this Agreement shall define the legal association of the parties hereto, an Addendum Agreement shall form part of this Agreement as mutually agreed from time to time, wherein the monetary disbursements relating to specific transactions herein referred between the Parties will therein be set out. Such an Addendum shall be considered to be part of this Agreement and shall be fully subject to the terms contained herein.

Clause 9.

It is agreed upon that all the Parties, agents, mandated representatives or other third party/ies have the proper authorisation to sign this Agreement. In the event that THE BUYER and THE SELLER are introduced directly/indirectly through any efforts by the undersigned in any transaction then the terms of this Agreement shall be binding on the Party/ies.

Clause 10.

This Agreement shall become effective immediately from the date of signing hereof by the Party/ies, shall be effective retroactively from the time of initial contact, and shall remain in effect henceforth, unless terminated by mutual written consent, giving not less than 90 days notice, but not before this Agreement has been in effect for a minimum of five years.

It is agreed that legible telefax copies will be acceptable as original.

Signed

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Signed

Global Recycling Metals (UK) Ltd

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Authorised Signatory