

**NON-CIRCUMVENTION, NON DISCLOSURE,
CONFIDENTIALITY & WORKING AGREEMENT (NCNDA)**

THIS AGREEMENT IS MADE EFFECTIVE ON: _____

1. Whereas the undersigned parties (The Consultant and the Service Provider as 1st Party and those who avail such services as the 2nd Party) are mutually desirous of doing business concerning the availing consultancy services for arranging Oil and Gas products in cooperation with one another and with third parties for their mutual benefit.

1.1 The documents which are going to follow this agreement like Letters of Intent (LOI), Soft or Full Corporate Offers (SCOs or FCOs), bank comfort letters, contract terms and conditions, banking details or pre-advised payment instruments and/or any information contained in such documents will not be passed on, under any circumstances, to another intermediary or broker or trader or a company or private persons who are not related to the said transaction or leading to or disclosing end buyers or end suppliers, without prior specific written consent of the party(s) providing such information.

1.2 This agreement is made and entered into on the date as written above, shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, any nominees, representatives, successors, clients and assigns, hereinafter referred to as "The Parties" jointly, severally, mutually and reciprocally for the terms and conditions expressly state and agree to the clauses contained in this agreement, and that this agreement may be referenced to, whenever required, in any document(s), or written agreement(s).

1.3 The terms and conditions of this agreement shall apply to any exchange of information in any form, written or oral, involving financial information, personal or corporate names, contracts initiated by or involving the parties and any addition, renewal, extension, rollover, amendment, renegotiation(s) or new agreement(s) hereinafter referred to as "The Transaction" or "the Project" or other business(es) and any other project(s) or transaction(s) as agreed to between the parties.

NOW, THEREFORE IT IS AGREED:

2. The intending parties hereby legally, and irrevocably bind themselves into a guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, bypass or obviate each other's interest or the interest or relationship between "The Parties" relating to the procedure(s), seller(s), buyer(s), broker(s), dealer(s), distributor(s), refiner(s), the shipper(s), financial institution(s), technology owner(s), or the manufacturer(s), to change, increase, decrease, avoid directly or indirectly payment(s) of established or to be established fee(s), commission(s), or continuance of pre-established relationship(s) or intervene in any uncontracted relationship(s) with the manufacturer(s) or technology owner(s) or with intermediaries, entrepreneur(s), legal counsel or initiate buy/sell relationship or any transactional relationship(s) that by-pass(es) one of "The Parties" to one another in connection with any completed, on-going and/or future transaction(s) or project(s).

3. "The Parties" irrevocably agree that they shall not disclose or otherwise reveal, directly or indirectly, to a third party, who is/are not related to the transaction(s) on or leading to the end buyer(s) or end supplier(s), any confidential information provided by one party to the other or otherwise acquired, or known by any other mean(s), particularly contract terms, product information or the manufacturing processes, prices, fees, financial agreement(s), schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representative(s) and specifically individual name(s), addresses, principals, or telex/fax/telephone or cell numbers or their contact details, references to the product or technology information and/or any other information provided or advised by one party to the other as being confidential or privileged without prior specific written consent of the party providing such information or whose information somehow known or revealed.

4. Commissions, fees, remuneration or compensation to be paid as a part of each transaction, covering "The Parties" to this agreement, shall be agreed upon by separate written agreement by "The Parties" concerned and shall be paid at the closing of each transaction and such contract is concluded or monies change hands between the buyer(s) and the seller(s) unless otherwise agreed among "The Parties". Each agreement will be treated as a separate transaction, with payment outlined within the contract.

5. "The Parties" hereby irrevocably and unconditionally agree and guarantee to honour and

respect all such fees and remuneration, arrangements made as part of a commission transaction, even if "The Parties" are not an integral part or member of a specific commission and fee or remuneration agreement.

6. In specific deals, where one of The Parties acting as a Consultant or an agent allows the buyers or buyer's mandate, and the seller to deal directly with one another, the agent shall be informed of the development of the transactions by receiving copies of the correspondence made between the buyer or buyer's mandate and the seller and the terms of this "Agreement" shall equally apply on the said Party.

7. This agreement shall be valid for each transaction and shall remain in force for a period of 5 years from the date of the signing of this agreement. All transactions originated during the term of this agreement (whether matured or otherwise) shall remain covered under this Agreement.

8. All disputes arising out of or in connection with any contract shall be mutually decided; failing which it would be sealed by the Courts of the relevant jurisdiction, at home and/or abroad, including the International Chamber Of Commerce, London, UK.

9. A party shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to an act of God, war, civil disturbances, or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of "The Parties".

10. In case of a violation of this agreement, either directly or otherwise, the party which suffered a loss will receive equal to twofold (double) the sum of money, as compensation, as it should have been if the party has not been circumvented. The parties will have to settle amicably any controversies, or disputes which could bring them into conflict(s). Any issue not mentioned in the present agreement shall be governed by the laws of the relevant jurisdiction.

11. This agreement shall be binding upon all entities involved, owned or controlled by a party and upon the principal(s), employee(s), assignee(s), and heirs of each party. Neither party shall have the right to assign this agreement without the express written consent of the other.

12. "The Parties" agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remuneration or consideration to the benefit of one or more of "The Parties" while excluding the other or agree to benefit to any other party.

13. *This agreement in no way shall be construed as being an agreement of partnership and none of "The Parties" shall have any claim against any separate dealing, venture or asset(s) of any other party or shall not be liable for the other party's benefit or loss.*

14. *The transmission of this agreement through social media, social networks (like WhatsApp, LinkedIn, and Online Messenger) or any similar programs, facsimile, e-fax or e-mail shall be considered as legal and binding.*

15. *Each representative signing below guarantees that he/she is duly empowered by his/her respective company to enter into and be bound by the commitments and obligations contained herein, either as an individual or a corporate body or on behalf of a corporate body.*

This agreement supersedes any prior agreement between the parties, verbal or in writing.

Electronic signature is valid and accepted as hand signature

ACCEPTED AND AGREED IN FULL:

Company Name		Company Name:	
Signatory Name:		Signatory Name:	
Designation:		Designation:	
Registered Address:		Registered Address:	
State/Country:		State/Country:	
TRADE LICENSE No		Trade License No.:	
Nationality:		Nationality:	
Mobile		Mobile:	
E-mail		E-mail:	
Date:		Date:	
Signatures and Stamp of the Company:		Signatures and Stamp of the Company:	