

**INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.)
NON-CIRCUMENTION, NON-DISCLOSURE WORKING AGREEMENT (NCNDA)**

This Agreement, made and entered into this on **19 June 2020**, shall obligate the undersigned parties, and their partners, associates, employers, affiliates, subsidiaries, parent company, nominees, representatives, employees, successors, clients and assigns, hereinafter, referred to as (the "Parties"), jointly, severally, mutually, and reciprocally for the terms and conditions expressly stated and agreed to below, and this assignment may be referenced from time to time in any document(s) or agreements.

The terms and conditions of this Agreement apply to any exchange of information in writing, involving financial information, personal or corporate names, contracts initiated by or involving the Parties, and any addition, renewal, extension, amendment, re – negotiation, or new agreement, hereinafter, referred to as ("The Project Transaction") for all business transactions.

This Agreement is made in accordance with the **International Chamber of Commerce (I.C.C. 500)**.

Now, therefore is agreed:

1. The Parties, intending to be legally bound, hereby irrevocably agree, and guarantee 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 with producers, sellers, buyers, brokers, dealers, distributors, refiners, shippers, financial institutions, technology owners, or manufacturers, to change, increase, or avoid directly or indirectly payment of established fees, commissions, or continuance of pre-established relationship or intervene in any relationship with manufacturers or technology owners with intermediaries, entrepreneurs, legal counsel, or initiate buy/sell relationships, or Transactional relationships that bypass one of the Parties with any corporation, producer, partnership or individual revealed by one of the Parties with any corporation, producer, partnership, or individual revealed or introduced by one of the Parties to one another in connection with any ongoing or future Transaction or Project.
2. Furthermore, the Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly, to any third party, any confidential information provided by one party to the other, or otherwise acquired, particularly, contract terms, product information or manufacturing processes, prices, fees, financing arrangements, schedules, and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representatives, and specific individual names, addresses, principals, or telex / fax / telephones numbers, email addresses, references, product or technology information, advised by Party(s) to another as being confidential or privileged, without the prior specific written consent of the Party's providing such information.
3. This Agreement shall be valid for a minimum period of 3 (three) years from the date of the agreement; with additional 2 (two) years automatic roll-over renewals at the close of each Transaction or exchange of information, and thereafter at the end of any roll-over period, without the need of advisement, unless mutually agreed in writing to be terminated by all the Parties which termination can occur only at the end of any roll-over period.
4. In the event of any breach by either party of any condition herein mentioned and or in any other agreement entered into by any of the Parties, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such Transaction plus

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any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue. This Agreement is valid for any and all Transactions between the Parties herein and shall be governed by the enforceable law in Vietnam and Thailand, in the event of dispute, the arbitration laws will apply. The signing parties hereby accept such selected jurisdictions as the exclusive venue.

5. Commissions, fees, compensation, or remuneration to be paid as a part of any Transaction covering any Parties concerned and shall be paid at the times such contracts designated, concluded or monies changing hands between buyers and sellers, unless otherwise agreed among the Parties. The Parties hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees, or remuneration arrangements made as part of any commission.
6. Whereas, the parties mutually recognize that in the Transactions involved in the business between them or others referred by them, regardless if on a Project to Project basis, each may learn from each other, (including associates), the identity, address, telephone, facsimile, email, telex numbers of clients, customers, suppliers, brokers, agents, buyers, hereafter, referred to as "**CONFIDENTIAL SOURCE**" with the other party has acquired by substantial investment in time, expense and effort.
7. The term of this Agreement shall extend throughout the life of the current contemplated Transactions and contracts, additions, renewals, extensions, rollovers, amendments, re-negotiations, new contracts or third-party assignments, re-negotiations, new contracts.
8. The Parties hereto have agreed that signed facsimile or scanned copies of this Agreement shall be enforceable and binding as signed original.
9. The Parties agree that the structures will be agreed to in writing prior to the closing of all Transactions.
10. This Agreement will cover all International Transactions including buying and selling, Import/Export that will be celebrated during the term of this Agreement including merchandise, commodities as well as goods and services.
11. This Agreement shall be binding upon and insure to the benefit of the Parties, their successors, heirs, survivors assign and personal representatives.
12. The undersigned parties, its associates, agents, brokers, etc. declare that are acting on behalf of the manufacturers, sellers, or representatives thereof, on one side, and on the other side between buyers, distributors, dealers, representatives thereof, or other entities called to provide the goods and services, products, merchandise and commodities included in this Agreement on attached exhibits, amendments, annexed, including transportation companies such as freight carriers, maritime freight companies, railroad companies, airlines, and affiliates will be responsible to perform all services but decline all responsibilities as a result from delays, strikes, quarantines, earthquake, hurricane, tornados, sinking, grounding, flooding, damage, accident, or any other irregularity during the shipment of products, merchandise or commodities specified on this Agreement while these are motivated by third parties or persons beyond our control.



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13. Signature on this agreement received by the way of facsimile, mail and / or email shall be deemed to be an executed contract. This Agreement is 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 this document for and in the name of the Party for which they have given their signature.

In witness whereof, the Parties hereto have executed and delivered these covenants by mutual agreement on the day and year first written above all faxes, mails, and emails are considered original, legal, and binding.

Each representative signing below avows that he / she is duly empowered by his / her respectively named company to bind it to the commitments and obligations contained herein.

AGREEMENT TO TERMS:

- A. Signatures of this Agreement received by the way of Facsimile, Mail and / or Email shall be deemed to be an executed contract. Agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.
- B. All Signatures 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.
- C. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provision, covenants and restrictions of the Agreement shall remain in full force and effect and shall in no way be deemed affected, impaired or invalidated.
- D. This Agreement may not be amended or waived, in whole or in part, except with the written consent of the Party against whom such amendment or waiver is sought to be enforced.
- E. This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied

ACCEPTED AND AGREED WITHOUT CHANGE

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1ST PARTY:

Full Name:	
Company Name:	
Designation	
Company Address:	
E-Mail:	
Signature-	
Date:	

2nd PARTY:

Full Name:	
Company Name:	
Designation	
Company Address:	
E-Mail:	
Signature-	
Date:	