*Non-Circumvention Non-Disclosure Agreement NCNDA*

*International Chamber of Commerce (I.C.C. 400-500-600)*

Today, 03/03/15, the below indicated parties sign this Agreement (Non Circumvention and Non Disclosure Agreement, hereinafter NCDA):

**Between**

|  |  |  |  |
| --- | --- | --- | --- |
| Corporate Name : |  | | |
| Mailing Address |  | | |
| Country |  | | |
| Represented By : |  | | |
| Corporate Title : |  | | |
| Nationality: |  | | |
| Pass No./Issue date/Expire |  |  |  |
| official email address: |  | | |
| Tel /Fax/Mobile No. |  |  |  |

hereinafter the “**Client**”, by “**One** **Party**”

**and**

|  |  |  |  |
| --- | --- | --- | --- |
| Corporate Name : | **Lighthouse Nimbus Ltd** | | |
| Mailing Address | Suite 16, 151 High Street - SO14 2BT [Southampton](http://southampton.cylex-uk.co.uk/), United Kingdom | | |
| Country | United Kingdom | | |
| Represented By : | Dr. Giovanni Ranieri | | |
| Corporate Title : | Director | | |
| Nationality: | Italian | | |
| Pass No./Issue date/Expire | D849311 | 06/04/2005 | **05/04/2015** |
| official email address: |  | | |
| Tel /Fax/Mobile No. |  |  |  |

hereinafter the “**Manager**” of the other “**Second** **Party**”,

jointly the “**Parties**”.

**Whereas:**

1. the undersigned parties are mutually desirous of doing business with respect to the arranging, selling and buying and in cooperation with one another and with third parties for their mutual benefit. The documents which are going to follow this agreement like letters of intent, full corporate offers, 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, under any circumstance, onto another intermediary or broker or trader or whatever company or private persons who are not end buyers or end suppliers without prior specific written consent of the party(s) providing such information.
2. This agreement is made and entered into on this date, 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 below, and that this agreement may be referenced from time to time in any document(s), or written agreements, the terms and conditions of this agreement shall apply to any exchange of information written or oral involving financial information, personal or corporate names, contracts initiate by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement hereinafter referred to as ***“The Transaction”*** (Project/Transaction) for the purchase of all commodities, products, Equipment.
3. At the moment, the involved persons as Client consultants, not restrict to, are the followings:
4. ….
5. …..
6. The Parties declare that they are aware that it is considered a fraudulent crime submit the documents or financial instruments that are forged, altered or counterfeited, and that these documents will be immediately transmitted by the other Party to the relevant departments for the immediate enforcement of criminal law.

**Now, therefore, it is agreed between the parties as following:**

1. **AGREEMENT TO NOT CIMCUMVENT**
2. “***The Parties”*** agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more if ***“The parties”*** while excluding other or agree to benefit to any other party.

**2) AGREEMENT NOT TO DEAL WITHOUT CONSENT**

1. The parties hereby legally, and irrevocably bind themselves into guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others interest or the interest or relationship between ***“The Parties”*** with procedures, seller, buyers, brokers, dealers, financial instructions, to change, increase or avoid directly or indirectly payments of established or to be established fees, commissions and commitments, or continuance of pre-established relationship or intervene in un-contracted relationships with the person that will be involved in this transaction.
2. The Client, in its own name and for each collaborator, servant, employee, agent, broker, representative, consultant, affiliate, partner, facilitator or any other legal entity directly or indirectly connected to it or direct person, a third party or trust company, can not make any use, without the prior written consent of contacts, confidential information and sources provided by the Manager.
3. The involved person as Client consultants at the moment known, not restrict to, are the followings:
4. ….
5. This commitment has value in relation to any individual, company, organization, firm, association, foundation, group or company connected with each of the Parties, jointly or separately, that could benefit from the use of contacts, confidential information or sources provided to the Client by the Manager. By signing there is also committed to the subject of replacement in the management of their respective companies or any part thereof, including purchasers or tenants.
6. In the event of circumvention of this statement by the Client or any collaborator, servant, employee, agent, broker, representative, consultant, affiliate, associate, partner, facilitator or any other legal entity attached to them directly or indirectly through a third party or trust company, the Manager evaded will be entitled to monetary compensation equal to the maximum percentage of commission that was supposed to get with the operation evaded, plus compensation for any costs and expenses incurred, including all attorney and court costs and expenses incurred to recover the revenue lost.

**3) AGREEMENT NOT TO DISCLOSURE AND NOT SOLICIT**

1. By signing this agreement, the Client undertakes to keep confidential the names of the banks, institutions, investors, associations, collaborator, servant, employees, agents, brokers, representatives, consultants, affiliates, associates, partners, facilitators, buyers or sellers, including their phone number, address, fax number, e-mail address and any other information that is provided by the Manager to the Client. Such information is considered the property of the Manager and their spread is permitted only after that the latter have taken into account the reason, such information can give and have allowed the procedure to be adopted for the diffusion.
2. The Client agrees not **to solicit, nor** accept any business from sources, contacts or their affiliates received by the Manager, also through direct or indirect employees, servants, employees, agents, brokers, agents, affiliates, associates, partners, consultants and any other entity associated with them, for direct person, a third party or trust company, unless there is express written permission of the Manager who made available the contact, the fount or the source of information.
3. The Client confirms that confidential information and documentation received were requested to Manager only to satisfy their own interests and purposes and not for disclosure. The Client is fully aware that the information received by the Manager are in direct response to his request, and are in no way considered or intended to be a solicitation of funds of any kind, or any other offer and is intended solely for the his general knowledge. Herewith the Client states under oath that the Manager have not in any way solicited, flattered or pressed.

**4) AGREEMENT TO HONOR THE COMMITMENTS**

1. Commissions, fees, compensation or remuneration to be paid as part of 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 time such contract designated, concluded or monies changing hands between buyers and sellers, unless otherwise agreed among ***“The Parties”***.
2. “***The Parties”*** hereby irrevocably and unconditionally agree and guarantee to honor and respect all such fees and remuneration, arrangements made as part of a commission transaction even in the event that ***“The Parties”*** are not an integral member to a specific commission and fee, remuneration agreement.

**5) AGREEMENT ABOUT INFORMATIONS**

1. In specific deals where one of ***“The Parties”*** acting as an agent allows the Client, 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 Parties”***.
2. The Manager claims not to be able to make improper use of information, documentation and confidential information provided by the Client. In particular, the Facilitators will undertake to use all information, data or confidential document is received by the Client for the exclusive use of the operation desired by it, from now on providing compensation in the event of any use by the Facilitators in violation of the law against the Client. The Facilitators will also endeavor to use the utmost diligence in the disclosure of any confidential information owned by the client

**6) TERMINATION**

1. This agreement shall be valid for five (5) years commencing from the date of this agreement.
2. This agreement has an option to renew for a further period of five (5) years subject to and upon the terms and conditions agreed between both parties.
3. This agreement shall apply to all the transactions originated during the term of this agreement. And all subsequent transactions that are follow up, repeat, extended or renegotiated transactions of transactions originated during the term of this agreement.

**7) LAW AND ARBITRATION**

1. Any controversy or claim that is derived by an abuse of this Agreement which is not resolved between the Parties, including any question regarding its existence, validity or termination, the same they agree to refer the dispute to an International Arbitration College (IAC), whose decision will determine the right to payment part of offenders for damages against the other Party. The referee appointed shall hold the proceedings in any country chosen by the Parties and shall apply the rules of the IAC and dell'APOSTILLA DELL'AYA.
2. Should one or more provisions of the Agreement are deemed null, annullable or invalid by the competent judicial authority, in no event shall such nullity, nullability or invalidity will affect the other provisions of this Agreement, and the aforementioned clauses null, annullable or invalid shall be construed as modified the extent and in the sense required for the competent Judicial Authorities may deem the perfectly valid and effective.
3. Every award shall be binding on *“The Parties”* and enforceable at law.
4. By submitting the dispute to arbitration under these rules, *“The Parties”* undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made
5. Each of *“The Parties”* subject to the declared breach shall be responsible for their own legal expenses until an award is given or settlement is reached, provided however, *“That Party”* found in default by *“The Arbitrator(s)”* shall compensate in full the aggrieved party its heirs, assignees and/or designs for the total remuneration received as a result of business conducted with *“The Parties”* covered by this agreement, plus all its arbitration costs, legal expenses and other charges and damages deemed fair by *“The Arbitrator(s)”* for bank, lending institutions, corporations, organizations, individuals, lenders, or borrowers, buyers or sellers that were introduced by the named party, notwithstanding any other provisions of the award.
6. This Agreement is valid for any transaction between the Parties set out in this document and shall be governed by the law applicable in the courts of Australia, USA or the Court of the European Community. This document is governed by and construed in accordance with the Regulations of the ICC current 400/500/600. Apply the laws of the NCND.
7. The petitioners state explicitly that this Agreement covers the birth of contracts and information of a confidential nature.
8. The data processing will be carried out through automated means (magnetic, electronic or telematic) and / or paper to memorize, manage and transmit the data for the entire duration of the contract and even after the completion of all legal obligations and for future commercial purposes.
9. Without prejudice to the processing of data in execution of contractual obligations and legal requirements, these can be communicated in Italy and/or overseas (a) Established Credit, Insurance, Trade Associations, Public Administration or other related entities, however, the correct management of the service in terms of the contract; (b) Professionals, Consultants and Employees of the Manager; (c) for the sole purpose of credit protection and better management of rights concerning each single business relation, the network of agents and/or brokers of the Manager; (d) factoring, debt collection companies, credit insurance companies, commercial information companies, credit institutions; (e) or to professionals and consultants connected to the Manager.
10. Informs also that, in relation to these treatments, the Client may exercise the rights under Art. 13 of Italian law 675/96.

**8) MISCELLANEUS**

1. PRIVATE PLACEMENT. This Transaction constitutes a private placement for the transaction of the instruments specified, is conducted between the parties identified herein.
2. ELECTRONIC TRANSMISSION. Electronic transmission of individually initialed or signed pages of this Agreement and/or amendments hereto shall constitute a complete set of documents and shall be accepted as an initialed and signed original document.
3. FORCE MAJEURE. The Force Majeure Exception Clause of ICC Publication No 421 is hereby incorporated in, and made an integral part of, this Agreement. Neither the Client nor the Provider shall be held responsible for the actions of third parties not under their direct control.
4. SUCCESSORS. This Agreement shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.
5. MODIFICATIONS. It is agreed by and between the parties hereto that only a written instrument signed by all of the parties may modify this Agreement.
6. WAIVER OF BREACH. The failure of either party to enforce for any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of the right of such party thereafter to enforce each and every such provision.
7. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, all of which together shall constitute one and the same instrument and when so signed shall be deemed to bear the earliest date written below. It is further understood that fax or email copies of this Agreement shall be declared and considered to be as valid as their originals but the said copies should always be clear and legible.
8. LANGUAGE AND TRANSLATIONS. This Agreement is written in the English language and shall be deemed an original. The English language text of the Agreement shall prevail over any translation thereof
9. WARRANTY OF AUTHORITY. The persons executing and delivering this Agreement on behalf of the parties represent and warrant that each of them is duly authorised to do so and that the execution of this Agreement is the lawful and voluntary act of the parties within their scope.
10. NO PARTNERSHIP. 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 assets of any other party or shall any party be liable for any other.
11. TRANSMISSION. The transmission of this agreement through emails accounts or any similar programs, telefax or e-mail shall be legal and binding.

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

**<<< INTENTIONALLY LEFT BLANK >>>**

**FOR AND ON BEHALF OF THE CLIENT:**

Name / Title:

Company:

Passport Number:

 Date of Issue:

Date of Expiry:

 Country of Issuance:

**FOR AND ON BEHALF OF THE MANAGER:**

Name / Title: GIOVANNI RANIERI, Director

Company: LIGHTHOUSE NIMBUS LTD

Passport Number: D849311

 Date of Issue: 06/04/2005

Date of Expiry: 05/04/2015

 Country of Issuance: Italy

ATTACHEMENTS:

* Passport Color Copy Of Both Signatories and their CIS

**signed today, 03/03/15**