

INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.) NON-CIRCUMVENTION, NON-DISCLOSURE & PARTICIPATION AGREEMENT IFC2021-1

Project: **Utilising Banking and Asset Management Capabilities for different Clients**

WHEREAS, the Undersigned wishes to enter into this Agreement to define certain parameters of the future legal obligations. They are bound by a duty of confidentiality concerning their sources and contacts. This duty is in accordance with the International Chamber of Commerce Convention (I.C.C. 500).

WHEREAS, the Undersigned desire to enter a participation business relationship to the mutual and expected benefit of the parties hereto, including their affiliates and 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 are acknowledged hereby, the parties hereto mutually and voluntarily agree as follows:

TERMS AND CONDITIONS:

This instrument aims to establish an internationally recognized Non-Circumvention, Non-Disclosure, and Participation Agreement between the participating Parties. This and future transactions shall be conducted by and under the guidelines of the International Chamber of Commerce. This agreement may be signed in one or more counterparts, and the Parties agree that facsimile/email copies of this Agreement to be considered as a legal original and signatures thereon shall be a legal and binding agreement.

A. Non-Disclosure

1. The Parties shall maintain complete confidentiality regarding each other's business and/or their affiliates. They shall only disclose knowledge pertaining to these specifically named Parties as permitted by the concerned party, unless agreed and granted by an expressed written Permission of and by the Party who made the source available.
2. The parties shall not disclose any contact revealed by either Party to any third Parties as they fully recognised such information and contact(s) of the respective Party, and shall not enter into direct and / or indirect offers, negotiations, and / or transactions with such contacts revealed by the other Party who made the contact(s) available. 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.

B. Non-Circumvention

1. The parties and/or their affiliates of whatsoever nature shall not in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any transaction with such said sources, without specific permission of the party who made such said sources available. 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. The parties shall not in any way whatsoever circumvent each other and/or attempt such circumvention of each other and/or any of the parties involved in any of the transactions the parties wish to enter and to the best and proprietary information established are not altered. 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. In the event of circumvention by any of the undersigned Parties, whether direct and / or indirect, the circumvented Party shall be entitled to a legal monetary compensation equal to the maximum service it should realize from such a transaction, plus any and all expenses, including any and all legal fees incurred in lieu of recovery of such compensation.

C. Participation

Party 2 will receive 10% of all the profits generated Party 1 with the clients Party 2 brings forward to Party 1. All considerations, benefits, bonuses, participation, fees, and / or profits as well as commissions received as a result of the contributions of the Parties to this and distributed as mutually agreed between both the Parties concerned specific arrangements for each transaction shall be made available and/or submitted to the recipient on the very day due and payable as per each and every transaction, unless otherwise agreed.

D. Time

This agreement is valid for ten years, from the date of signature of this agreement; for any transactions between the parties, the renewal shall be agreed upon between the signatories. He will, with immediate effect from the date of signature by all parties.

E. 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.

F. 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 herein. Notice shall be considered to have been given.

G. 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 the Parties, and it is agreed that the English language is used.

H. Severability:

Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder hereof.

I. 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

J. Amendments:

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

K. 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 a waiver of render unnecessary consent or approval of said party of any subsequent or similar acts or omission.

L. Arbitration:

Any controversy or claim arising out of this agreement that is not settled between the parties themselves shall be resolved by arbitration by the international chamber of commerce (ICC) rules. 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.

M. Attorney's Fees:

If any party files an 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.

N. 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.

O. Force and Effect of Documents:

The Parties hereto agree that a signed telefax or other facsimile copy of this Agreement shall have force and effect as the original of this document.

P. Dispute

1. It is further agreed that any controversy over the claims and or dispute arising out and/ or relating to any part of the whole of this agreement or breach thereof and which is not settled between the signatories themselves shall be determined and binding by and through arbitration by the rules and the institution of the International Chamber of Commerce. Any decision and/or award made by the arbitrators shall be final, conclusive, and binding for the parties and enforceable law in the country of choice of an award by the arbitrators.
2. In the event of a dispute, the English language shall prevail. If no agreement has been reached on the country of Arbitration, the Arbitration shall be conducted in Zurich/ Switzerland under Swiss law. This Agreement shall be legally binding upon the Parties hereto their respective heirs, administrators, executors, their successors, and assigns for:
 1. The non-circumvention damages, i.e., the total commissions, fees, or profits which would have been due, and;
 2. All loss sustained by the non-defaulting party because of such breach, and;
 3. All expenses incurred in enforcing any legal remedy rights based upon or arising out of this Agreement

Q. Signature

1. **The signature** of this agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this agreement. Signatures on this agreement received by Facsimile, Mail, and/or Email shall be deemed an executed contract.
2. Both signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement. Their initial and signature at this moment unconditionally agree to its terms as of the date noted herein.

R. Exclusions

None

ACCEPTED AND SIGNED WITHOUT CHANGE:

1st PARTY

Company Name: International Finance Corporation LTD

Signatory's Full Name:

Title: Director

Address: 12 Abba Hillel Silver Street, 53216 Ramat Gan, Israel

Email: info@intfico.com Internet: www.intfico.com

Signed on:

Signature:

2nd PARTY

Name:

Company:

Address:

Signatories Full Names:

Signature:
