

# NON-DISCLOSURE & NON-CIRCUMVENT AGREEMENT

**This Agreement is entered into between:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

The above parties contemplate discussion, analysis and funding concerning various forms of commodities for sale/purchase.

In order to facilitate such discussions and analysis, certain private and proprietary technical, financial, and/or business information (hereinafter collectively referred to as "Information") may be disclosed between the parties; and

Use of the information, or its disclosure to any person or organization other than the parties hereto and their duly authorized employees or contractors would be highly unfavorable and damaging to each party,

In consideration of the mutual promise, covenants and conditions contained herein, the parties agree as follow:

1. All information exchange between the parties shall be treated as CONFIDENTIAL by the receiving party and be subjected to the terms of this Agreement. Should the receiving party within contest the categorization of the Information as confidential, it shall notify the disclosing party within five (5) days of the receipt of such Information. Until the matter is resolved as to actual status of such Information, the information shall be presumed subject to all the terms of this agreement.
2. Each party agrees that neither it nor any of it subsidiaries, divisions, employees, agents, contractors or other persons or organizations over which it has control, will at any time during or after the relationship between the parties hereto, directly or indirectly use the Information for any purpose not directly associated with the parties' discussions, or disseminate or disclose any of the Information to any person or organization not connected to without the express written consent of disclosing party.
3. Each party agrees that it will undertake all necessary and reasonable steps to insure that the Information in it possession will be maintained in confidence. These steps shall include, but not necessarily be limited to:
  - (a) Restricting use and disclosure of the Information to employee, agents, or contractors with a need to know. Distribution and/or use of the Information to no other parties shall be permitted.

- (b) Advising all of the employees, contractors and agents with access to the Information of the Agreements, and obligations to protect the Information from disclosure.
  - (c) Requiring persons who or receive the Information to take all necessary, reasonable and prudent steps to protect the proprietary and confidential nature of the information.
4. This agreement shall become effective upon full execution by all parties, and May be terminated by either party upon (30) days prior written notice to the other Agreements between the parties.
  5. This agreement shall not be modified except in writing signed by all parties.
  6. This Agreement is subject to all applicable federal, state, and local governmental regulations, and shall be construed in accordance with the laws of the State of Georgia, United States of America.
  7. The furnishing of Information hereunder shall not obligate either party to enter into any further agreement or negotiations with the other of to refrain from entering Into an agreement or negotiation with any other party.
  8. Commissions, fees, compensation or remuneration to be paid as part of The Transaction or The Project anticipated by this Agreement shall be agreed upon by separate written agreement of The Parties concerned and shall be paid at the time and in the manner designated in such separate agreement, unless otherwise agreed among the affected Parties.
  9. The parties hereto agree that any negotiation with any of the other party's sources shall be with full knowledge and participation of the all parties and the failure to so inform, as well as any attempt by either party to circumvent the other in any manner whatsoever, will be considered a breach of this Agreement and shall entitle the non-breaching party to take action in connection therewith.
  10. In the event a breach of this Agreement, the non-defaulting party shall be entitled to all legal and equitable remedies afforded it by the laws as result thereof and shall, in addition to any other forms of legal and equitable relief, recover from the other party all reasonable cost and attorneys fee incurred in seeking remedy.
  11. Except as required by federal, state, or local law, neither party shall release information on items or publicity of any kind (including but not limited to proposals, news releases, articles, brochures, reports, and advertising) related to the information unless the receiving party shall have first obtained written approval from the disclosing party.
  12. The parties have executed this Agreement on the date hereinafter stated below their Title to be effective on \_\_\_\_\_ (the "Effective Date").

1. Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Passport #: \_\_\_\_\_ Company: \_\_\_\_\_ Title: \_\_\_\_\_

NOTARY PUBLIC  
ON THIS DATE BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,  
PERSONALLY APPEARED TO ME KNOWN TO BE THE INDIVIDUALS  
DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING  
INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME  
AS THEIR FREE ACT AND DEED.  
  
MY COMMISSION EXPIRES: \_\_\_\_\_  
  
NOTARY PUBLIC SIGNATURE \_\_\_\_\_  
[SEAL]

2. Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Passport #: \_\_\_\_\_ Company: \_\_\_\_\_ Title: \_\_\_\_\_

NOTARY PUBLIC  
ON THIS DATE BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,  
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INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME  
AS THEIR FREE ACT AND DEED.  
  
MY COMMISSION EXPIRES: \_\_\_\_\_  
  
NOTARY PUBLIC SIGNATURE \_\_\_\_\_  
[SEAL]

3. Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Passport #: \_\_\_\_\_ Company: \_\_\_\_\_ Title: \_\_\_\_\_

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AS THEIR FREE ACT AND DEED.  
  
MY COMMISSION EXPIRES: \_\_\_\_\_  
  
NOTARY PUBLIC SIGNATURE \_\_\_\_\_  
[SEAL]

4. Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Passport #: \_\_\_\_\_ Company: \_\_\_\_\_ Title: \_\_\_\_\_

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[SEAL]