



MUTUAL NON-CIRCUMVENTION, NON-DISCLOSURE
AND WORKING AGREEMENT



GH VENTURES

NON-DISCLOSURE AGREEMENT



GH Ventures Limited

Business Development Consultants



MUTUAL NON-CIRCUMVENTION, NON-DISCLOSURE AND WORKING AGREEMENT

The following document is confidential to the parties hereunder signing.

MUTUAL NON-CIRCUMVENTION, NON-DISCLOSURE AND WORKING AGREEMENT

(Between GH Ventures Limited and

.....).

INTENTION.

This agreement is intended to provide a framework for each of the parties named to exchange on a fully confidential basis commercial information concerning the matter briefly described below.

The agreement is not intended to restrict either party in conducting its normal business, or to place onerous obligations upon either side.

This Agreement is made and entered into on this date and shall obligate the undersigned Parties (both "DONATING" and "RECEIVING" parties respectively) and their partners, associates, employers, employees, subsidiaries, parent companies, any nominees, representatives, successors, clients and assigns hereinafter referred to as "the Parties", to join severally, mutually and reciprocally to the terms and conditions expressly stated and agreed to below and this Agreement may be referenced from time to time in any documents or written agreements and 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 initiated by or involving "the Parties" and any addition, renewal, extension, rollover amendment, renegotiation or new agreement concerning the subject matter of this Agreement, hereinafter referred to as "the Project"

SUBJECT MATTER OF THIS AGREEMENT.

GH Ventures will represent
in the matter of

IT IS MUTUALLY AGREED THAT ANY BUSINESS DEALINGS ARE PROHIBITED WITH ANY UNDERSIGNING PARTY OR THEIR AFFILIATES EXCEPT IF AGREED BY MAJORITY OF EACH PARTY IN WRITING WITH THE SIGNATURES OF RESPECTIVE CEO'S OR OTHER PRINCIPALS INCLUDING THE MEMBERS OF BOARD OF DIRECTORS.

NOW, THEREFORE IT IS AGREED:

AGREEMENT NOT TO DEAL WITHOUT CONSENT.

The intending Parties hereby irrevocably bind themselves and guarantees 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, sellers, buyers, brokers, dealers, distributors, shippers, financial instructions, technology owners or manufacturers, to change, increase or avoid directly or indirectly payments of established or to be established fees, commissions or continuance of pre-established relationships or intervene in non-contractual relationships with the



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manufacturers of technology owners with intermediaries, entrepreneurs, legal counsel or initiate buy/sell relationship or transactional relationship that by-passes any of the other Parties in connection with any ongoing and future transaction or project.

AGREEMENT NOT TO DISCLOSE.

"*The Parties*" irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to a third party any confidential information provided by one party to any other or otherwise acquired, particularly contract terms, product information or manufacturing processes, patents, ideas, concepts or other forms of intellectual property, manufacturing secrets or sources of product ingredients, prices, fees, financial agreements, schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, manufacturers, technology owners, or their representative and specifically individuals names, addresses, principles, or telex/fax/telephone numbers, emails, product references or technology information and/or other information advised by one or more of the parties to any of the others as being confidential or privileged without prior specific written consent of the parties providing such information.

AGREEMENT TO INFORM.

In specific deals where one of "*the Parties*" acting as an agent has a buyer or buyer mandate, and the seller agrees to deal directly with the buyer, the agent shall be informed of the development of the transactions by receiving copies of the correspondence made between the buyer or the buyer mandate and the seller.

ARBITRATION.

This Agreement shall be governed by and interpreted in accordance with international rules related to interpretation, execution of legality and other issues regarding performance of this agreement.

All disputes arising out of or in connection with this agreement shall be finally settled under the rules of arbitration of the INTERNATIONAL CHAMBER OF COMMERCE (ICC) by one or more ARBITRATORS appointed in accordance with the said rules.

Every award shall be binding on "*the Parties*" and enforceable at law. 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.

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 shall compensate in full the aggrieved party its heirs or assigns for the total remuneration received as a result of business conducted with "*the Parties*" covered by this Agreement plus its arbitration costs, legal expenses and other charges and damages deemed fair by THE ARBITRATOR 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.

The language of the arbitration shall be English and any arbitration proceedings shall take place in the United Kingdom, London.

FORCE MAJEURE.

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 act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more



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of "the Parties". Either party must demonstrate reasonable steps were taken to avoid force majeure events affecting the execution of this agreement / transactions.

ENTITIES OWNED OR CONTROLLED.

This Agreement shall be binding upon all entities owned or controlled by a party and upon the principals, employees, assignees, family and heirs of each party.

Neither party shall have the right to assign this Agreement without the express written consent of the other.

AGREEMENT NOT TO CIRCUMVENT.

"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 one or more of the Parties while excluding any other party or agree to benefit any other individual party to the exclusion of the others.

NOT PARTNERSHIP AGREEMENT.

This Agreement shall in no way 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 be liable to any other party.

AGREEMENT TO HONOUR FEES (if appropriate).

If any fees, commissions, compensation or remuneration are to be paid as part of the transactions covering "the Parties" to this Agreement these shall be agreed upon by separate written agreement by "the Parties" concerned and shall be paid at the time such contract designates, concludes or monies change hands between buyers and sellers, unless otherwise agreed among "the Parties" in writing. *This agreement may not terminate whilst any fees, expenses, or similar remain unpaid.*

"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 in the event that "the Parties" are not integral parties to a specific commission and fee remuneration agreement.

TERM.

This Exclusive Agreement shall be valid for three (3) years commencing from the date of this Agreement.

This agreement shall apply to all 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.

TRANSMISSION.

Every transmission of any document, also this Agreement, between "the Parties" through any transmission tool – whether it is by registered courier letter, fax or email – shall be legally binding subject to the laws of England.

AGREED AND ATTESTED.



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Each representative signing below confirms they are duly empowered by respectively named company to enter into this confidentiality agreement.

¶ SIGNATURE PAGES FOLLOW.

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**MUTUAL NON-CIRCUMVENTION, NON-DISCLOSURE
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SIGNATURE PAGE

Party - client

Name **	
Company Name	
Legal Address **	
Phone **	
Fax	
Mobile/Cell phone	
Website	
e-mail **	
Company I.D.	
Passport or I.D. **	
Place signed & Date **	
Position	
Name (Printed) **	
Signature **	
	** = mandatory data

Party – GH Ventures Ltd

Company Name	GH Ventures Limited
Legal Address	128 Cannon Workshops, Cannon Drive, London E14 4AS
Phone	0044 207 148 4785
Fax	0044 709 201 9107
Website	www.ghventuresuk.com
e-mail	enq@ghventuresuk.com
Company I.D.	Registered at Companies House, England & Wales, No. 07343021
Passport or I.D.	
Place signed & Date	
Position	Director
Name (Printed)	
Signature	

