

NON-CIRCUMVENTION, NON-DISCLOSURE AND COMPENSATION AGREEMENT

WHEREAS, the Undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to 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 working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (herein after 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 is acknowledged hereby, the parties hereby agree as follows:

I. TERMS AND CONDITIONS:

- A. The parties will not in any manner, solicit, nor accept any business in any manner from sources not their Affiliates, which sources were made available through this agreement, without **the express written authorization** of the party who made available the source and,
- B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written permission of this party who made available the source; and,
- C. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected and;
- D. That they will not disclose names, addresses, email address, telephone and telefax or telex numbers to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and that they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and
- E. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the parties to this agreement, unless written permission has been obtained from the other party, or parties, to do so. For the sake of this agreement, it does not matter whether information is obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.
- F. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- G. The parties hereby agree that the buyers agree that the commission will be agreed upon case by case and documented in a separate agreement..
- H. This agreement is valid for any an all transaction between the parties herein and shall be governed by the enforceable law in Australian Courts, Canada Courts, USA Courts, Danish Courts, French courts, UK Courts, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of states will apply.
- I. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for five (5) years from the date hereof.

Participants Details:

- 1.
- 2.

3. Kapo Kasanda, Gitras Inc. 520 White Plains Rd., 5th Floor, Tarrytown, New York 10591,
Tel: 914 467 5202 Fax: 914 467 5203, gitras@aol.com

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II. AGREEMENT TO TERMS

- A. Signatures on 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. So shall any signatures concerning Agreements regarding commission between the parties be valid by way of above means.
- B. 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 the document for and in the name of the party for which they have given their signature.

ACCEPTED AND AGREED WITHOUT CHANGE

1. _____
Signature

Date: _____

Name:
Company:

2. _____
Signature

Date: _____

Name:
Company:

3. _____
Signature

Date: _____

Name: Kapo Kasanda
Company Name: Gitras Inc., 520 White Plains Rd., 5th Floor, Tarrytown, New York 10591
Telephone: 914 467 5202
Facsimile: 914 467 5203
Email: gitras@aol.com