**NON-CIRCUMVENTION NON DISCLOSURE AGREEMENT**

**DATE:** **XX/XXXXX/ 2021**

**TO:** **STANTAX®**

**OBJECT:**

In general all the rules and regulations of the international chamber of commerce (ICC 619) pertaining to confidentiality, non-circumvention and non-disclosure shall apply to the Parties and to this Agreement and shall remain in full force and legal effect for a period of five (5) years from the Effective Date of this Agreement and this Agreement shall remain in full legal force and effect for an additional period of five (5) years after the execution date of the last Contract signed between the Investor introduced by any of the Parties to this Agreement including any Rolls and Extensions.

In order to work together most effectively and to ensure the smooth and successful execution of this Agreement and the contract for the sale and purchase and or trade of the “Bank Instruments/Trade Programs” products it will be necessary for the Parties to this Agreement to disclose to each other certain intellectual property, or sources or contacts (hereafter referred to as “Proprietary Knowledge”).

Proprietary Knowledge shall include all Bank and Financial Information, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, bank accounts, commissions, fees and other information disclosed or submitted, orally, in writing, or by any other media.

The Parties shall in the course of normal business proceedings, disclose names of Investors, sellers, buyers, brokers, bankers, intermediaries, traders, trade platforms, dealers, Institutions, Financial Firm/Company, Financial, Bank and or Trade instructions, clients and contact information including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations all such information shall be considered as confidential and included within the definition of Proprietary Knowledge as defined within this Agreement.

The Parties shall not in any manner solicit nor accept any business or offers of business from sources or their affiliates that have been made available through this Agreement without the express written permission of the Party who made the source available.

The Parties shall not disclose names, addresses, email addresses, telephone or fax or telex numbers of any contacts or sources or any other Proprietary Knowledge that have been made available by either Party to a third party without the express written permission of the Party who made the source available.

Further the Parties acknowledge that all such confidential and sensitive information and all Proprietary Knowledge is the exclusive property of the respective Parties and it is agreed by the Parties that they shall not enter into any direct negotiations or transactions of any nature whatsoever with such contacts as revealed by the other Party for a period of five (5) years after the termination of this Agreement unless the written permission of the Party revealing the information has been first obtained.

The Parties also undertake not to make use of a third party to circumvent this Clause.

In the event of circumvention of this Agreement or of this Clause by either Party directly or indirectly, the circumvented Party shall be entitled to claim a legal monetary penalty from the other Party which shall be equal to the maximum earnings the circumvented Party should have realized from such a “Bank Instruments/Trade Programs” transaction plus any and all expenses, including but not limited to; all legal costs and expenses incurred to recover the lost revenue.

Each Party shall keep and procure to be kept confidential all commercially sensitive or confidential information belonging to the other Party and shall not use nor disclose the same save as envisaged in this Agreement or as required by law or any regulatory or administrative agency. Where disclosure is made to any employee or agent it shall be done subject to obligations of confidentiality equivalent to those set out in this Clause and each Party shall be responsible to the other in respect of any disclosure or use of such secret or confidential information by a person to whom disclosure is made.

The obligations of confidentiality in this Clause shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement or which either Party can show was in its written records prior to the date of disclosure of the same by the other Party or which it receives from a third party entitled to make disclosure.

This Agreement and the contract for the “Bank Instruments/Trade Programs” in whole and parts is strictly confidential and neither of the Parties are entitled to reveal its contents to any third party. Disclosure of the contents of this the Agreement and/or and the contract of the “Bank Instruments/Trade Programs” transactions by either Party shall be considered as a breach of this Agreement and any damage imposed to other Party shall be compensated by the disclosing Party.

In witness hereof, I hereby swear under penalty of perjury, that the information provided herein is accurate and true as of this date: **XXX/XXXXXX/2021**

**Name:**

**Passport Number:**

**Date of Issue:**

**Date of Expiry:**

**Country of Issuance:**

 **Stantax® Client / company**