

NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

This Agreement is entered on _____ at _____ we , Syndicode LLC, located on Sofiivs'ka 1/2a, 01001 Kyiv, Ukraine and

all the undersigned parties do hereby acknowledge that by signing this agreement, we hereby mutually and irrevocable agree not to divulge each others named sources and not to circumvent, either directly or indirectly the relationship that each party has with their names sources, principals, clients, agents, brokers and associates and also hereby confirm that the identities of the banks, lending institutions, corporations, individuals, and or trust, lenders or borrowers, buyers or sellers, agents or brokers are the property of the introducing signatory and shall remain so far the duration of this agreement and they shall not be contacted directly or indirectly or disclosed except by the prior written permission granted by the introducing party in respect of the same.

This agreement shall be effective from date _____ to _____ and this document is applicable to any and all transactions that may be entertained by the signatories of both parties including subsequent renewals, extensions, e-negotiations, additions, rollovers or any parallel or third party agreements: including transactions which involve parent, subsidiary and or companies or entities. It also covers the initial transaction, regardless of the success of the product.

Each party undertakes:

- a) that it will treat all the Information directly or indirectly disclosed to it by the disclosing party as strictly confidential and will not without obtaining the prior written consent of the disclosing party disclose any part of such Information to any third party,
- b) that it will not make any use of any part of the Information disclosed to it by the disclosing party except for evaluating a possible co-operation, and for fulfilling its contractual undertakings, if the parties enter into a cooperation,
- c) that it will restrict access to any part of the Information disclosed to it by the disclosing party to those directors, officers, employees and professional advisers who need such access for evaluating a possible co-operation and for co-operating with the disclosing party, if the parties enter into a cooperation, and will ensure that such directors etc. adhere to the obligations and restrictions contained in this Agreement.
- d) that it will keep separate from all other documents and records all information and all material created or produced by the receiving party based on or derived wholly or partly from the Information.
- e) that it will keep all Information and any other material of the nature referred to in (d) above at its usual place of business.
- f) that it will make copies of such Information only to the extent required for the purposes herein contained.

However the above does not include:

- a) such information that was known to the either party prior to receipt of such disclosure according to this Agreement,
- b) such information that is or becomes generally available to the trade or to the public, otherwise than by breach of this Agreement,
- c) such information that is independently developed by an employee or agent of a party, without reference to or use of the such disclosed information or any part thereof.
- d) information which is required to be disclosed by an applicable governmental or regulatory body, provided that the party receiving the same provides the disclosing party with immediate notice of any such requirement for disclosure and permits the disclosing party to make such representations or actions as it may deem necessary to protect the Information.

Each party represents to the other that the disclosure of such Confidential Information is in compliance with all applicable laws and regulations and not in breach of any agreement, rule, regulation or law that the disclosing party is subject to.

Each and every party to this agreement do all agree and accept to have the responsibility to always update and duly inform the other individual signatories to this agreement, the status, condition and the state of affairs of any transaction that they all agreed to get involved in, and any misleading information or action that is given to any of the signatories in order to

purposely and intentionally circumvent and deprive that particular individual or group of individuals, from earning their just payments, shall be constructed as an act of circumvention and the aggrieved party or parties shall have the right to seek legal action on the erring party or parties as stipulated in the following clause and paragraph.

It is agreed between both parties that neither shall bid either solely or in conjunction with another third party in respect of the bid dated _____ for which the parties are now entering in to this agreement.

Both parties acknowledge that:

- (a) the Confidential Information of either party constitutes valuable and proprietary information of the disclosing party; and
- (b) nothing in this agreement shall be deemed to convey to the other party any right, title or interest in or to the Confidential Information of the disclosing party, other than permission to use the Confidential Information of the disclosing party in accordance with this agreement.

That it shall be binding on the parties hereto, their assigns, clients, employees, representatives, agents, heirs and successors and those signatories on facsimile transmissions will have the same force and effect as originals. The signatories also represent and warrant that they have the right and authority to sign on behalf of their respective parties.

In the event of a breach by either party of this agreement, it is stipulated and guaranteed that a legal monetary payment, equal the maximum fee that should have been realised from this transaction, be paid on demand to the damaged and aggrieved party, including all legal expense involved in the recovery thereof.

For the avoidance of doubt it is hereby declared that nothing in this Agreement shall in any way restrict either party from disclosing its own Information to such third parties on such terms as it considers appropriate.

It is agreed and acknowledged by the signatories that mutual considerations exist and that this agreement is a reciprocal one, between the signatories concerning their information, contacts and contracts.

This agreement constitutes the entire agreement between the parties in respect to secrecy and shall not be changed except by written agreement duly signed by the parties.

This agreement shall be governed by the laws of India and subject to the jurisdiction of the Indian Court. The language to be used in such proceedings shall be English.

IN WITNESS WHEREOF, both parties have caused their authorized representative to place his hand and the hereunto and one other of the same tenor as of the day and year first above written.

Signature
(Party 1)

Signature
(Party 2)