

NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

In consideration of the mutual benefit to be derived by the associated or affiliated companies, individuals, agents, designers, trustees, or executors, it is understood and agreed that the parties hereto are mutually desirous of effecting various business transactions in co-operation with one another for their mutual benefit and all signatory parties agree to abide by the following terms and conditions.

1. Each of the signatories agrees that they will not make any contact with deal, or otherwise be involved in, any transaction with any corporations, companies, or individuals, buyers or sellers, banks, lending institutions and trusts, introduced by another of the signatories without specific permission of the introducing signatory

The initial contact process shall be respected and honoured at all times, unless otherwise mutually agreed upon, and no attempt, or hint of circumvention, will be permitted by either party or their respective office, agents, employees, assignees, guarantors, or any third party, each of the above parties agree and understand that any overt, or covert action of circumvention prescribed by this agreement, shall constitute a fraudulent act, against the other party, and will be subject to judicial action, recompense for damages, possible punitive damages and injunctive relief imposed by the legal process.

Each party agrees not to circumvent this agreement using any subterfuge involving the use of third parties.

It is further understood that where any parties contravene the integrity of this non-circumvention provision, the contravening party shall:

- A. Identify fully, and pay over all commissions, fees, or monies obtained by the contravening party, directly, or indirectly, to the party that has been violated, and
 - B. Indemnify and be liable for all legal fees for all parties, which may be incurred during adjudication of said violation, and
 - C. Be subject to possible punitive action, as awarded by the legal process.
2. The signatories agree to keep confidential the identity of all contacts, so provided by any other signatories, such identity, names, addresses, telephone numbers, telefax numbers, e-mail addresses, or similar data, is the property of the introducing signatory and shall not be disclosed other than under the terms thereof.

3. This document and agreement shall not be considered a partnership, no party shall have any claim for the separate dealings of another except as shall be subject to the provision of this agreement.
4. The agreement shall be in effect for three (3) years from the date thereof and is extended for additional periods of three (3) years, from any transaction entered, or initiated by the signatories with parties so covered by this agreement.
5. This agreement does not affect relationships or agreements between any of the signatories that existed prior to the signing of this agreement.
6. This agreement shall be legally binding on the parties hereto, their principals, employees, representatives, agent's assignees and all other business associates now, or in the future, in all countries of the world.
7. If any clause of this agreement is found by a court of law to be unlawful, or unenforceable, the contract shall be interpreted as though that clause did not form part of the agreement. Under such circumstances, the parties shall re-negotiate the offending clause to conform to their intent and the law.
8. Every attempt shall be made to resolve any dispute arising from intended or inadvertent violation of this agreement, as informally as possible. If informal resolution between the parties cannot be achieved, the process shall be referred for resolution to an arbitration tribunal in accordance with the rules of English law, to be arbitrated in the Republic of South Africa.
9. In the event a resolution is not achieved through arbitration, such matters shall be settled by a court of competent jurisdiction in the Republic of South Africa.
10. The parties hereto affirm that in every case they will act with the highest standards of ethics and honesty in all their dealings.
11. This agreement shall inure to the benefits of the heirs, assigns and successors of the parties hereto.
12. Signed facsimile copies of this document shall be considered legal and binding upon the parties hereto.

Agreed and accepted by the authorised signatories hereto on

Date:

For / On Behalf:

Signature:

And

Signature: