



Non-Circumvention, Non-Disclosure and Working Agreement

Whereas the Undersigned Parties desire to enter into a working business relationship to the mutual and common benefit of the parties hereto – including their affiliates, assignees, associates, co ventures, executors, partners, successors or any affiliated, associated, connected, holding or subsidiary Companies or persons (all hereinafter referred to as “Affiliates”) and wish to bind themselves to a duty of confidentiality with respect to their sources, contacts and connections,

Now Witnessed that Parties hereby agree, covenant, and undertake follows:

1. They will not in any manner solicit or accept any business in any manner from sources not their Affiliates, which sources were made available through this Agreement, without the express permission of the party who made available the source, and
2. They will maintain complete confidentiality regarding each others business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written permission of the party who made available the source, and
3. They will not disclose names, addresses, e-mail addresses, telephone, facsimile numbers of parties who are the contacts of the other party to third parties, recognizing that such contacts are the exclusive property of such party, and that they will not enter into any direct negotiations or transactions with such contacts.
4. They will not make any contact with or enter into any business transactions with any borrowers, clients seeking equity investment or venture capital, sources of collateral finance, guarantees, investments or loans, 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 to do so. For the sake of this agreement, it does not matter whether information was obtained from a legal or natural person. The Parties also undertake not to make use of any third party to circumvent this clause.
5. 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 all and any expenses, including but not limited to legal costs and expenses incurred to recover the lost revenue.
6. All consideration, benefits, bonuses, participation fees, and/or commissions received as a result of the contributions of the Parties relating to any and all transactions will be as mutually agreed.

PARTICIPANTS INITIALS: 1) _____ 2) _____



- 7. This Agreement shall be valid for 5 years from the date hereof, for any and all transactions between the Parties and shall be, at the option of the aggrieved party, governed by the laws of and enforceable in the member country of the European Union. By mutual agreement however, the parties may refer and dispute to the International Chamber of Commerce (ICC) in Paris for arbitration, and the decision of the ICC as to both the issue under dispute and as to costs will be final and binding on both parties.
- 8. The Parties hereunder acknowledge that they have read the aforesaid Agreement and by their initials and signature confirm that they have full and complete authority to execute this document for and in the name of the party for which they have given their signature.

ACCEPTED AND AGREED WITHOUT CHANGE AND SIGNED ON _____

1. _____
Signature

Henk Buist

Company Name:

Gaggle International B.V.

Address:

Overtoom 473

1054 LE Amsterdam

The Netherlands

Mobile : +31 653 169 196

Fax : +31 847 250 353

E-mail : legal@gaggle-international.com

2. _____
Signature

Printed Name _____
