

Global Petrochem LLC
NON CIRCUMVENTION AND NON DISCLOSURE AGREEMENT



Whereas, the undersigned parties are mutually desirous of doing business with respect to the arranging, selling and buying and in cooperation with one another and with third parties for their mutual benefit. The documents which are going to follow this agreement like letters of intent, full corporate offers, bank comfort letters, contract terms and conditions, banking details or pre-advised payment instruments and/or any information contained in such documents will not be passed, under any circumstance, onto another intermediary or broker or trader or whatever company or private persons who are not end buyers or end suppliers without prior specific written consent of the party(s) providing such information is agreement is made and entered into on this date, shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, any nominees, representatives, successors, clients and assigns hereinafter referred to as ***“The Parties”*** jointly severally, mutually and reciprocally for the terms and conditions expressly state and agree to below, and that this agreement may be referenced from time to time in any document(s), or written agreements, the terms and conditions of this agreement shall apply to any exchange of information written or oral involving financial information, personal or corporate names, contracts initiate by or involving the parties and any addition, renewal, extension, rollover amendment, renegotiations or new agreement hereinafter referred to as ***“The Transaction”*** (Project/Transaction) for the purchase of all commodities, products, equipment. Anyone who does any type of transaction with Global Polychem LLC or its subsidiaries, this agreement of NCN-DA will be in effect and all the parties will be in binding to this agreement.

NOW, THEREFORE IT IS AGREED

AGREEMENT NOT TO DEAL WITHOUT CONSENT

The intending parties hereby legally, and irrevocably bind themselves into guarantee to each other that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's interest or the interest or relationship between ***“The Parties”*** with procedures, seller, buyers, brokers, dealers, distributors, refiners, shippers, financial instructions, technology owners or manufacturers, to change, increase or avoid directly or indirectly payments of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationships with manufacturers or technology owners with intermediaries entrepreneurs, legal counsel or initiate buy/sell relationship or transactional relationship that by-passes one of ***“The Parties”*** to one another in connection with any ongoing and future transaction or project.

AGREEMENT NOT TO DISCLOSE

“The Parties” irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to a third party any confidential information provided by one party to the other or otherwise acquired, particularly contract terms, product information or manufacturing processes, prices, fees, financial agreement, schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their representative and specifically individuals names, addresses, principals, or telex/fax/telephone numbers, references product or technology information and/or other information advised by one party(s) to be one another as being confidential or privileged without prior specific written consent of the party(s) providing such information

TERM

This agreement shall be valid for five (5) years commencing from the date of this agreement.

This agreement has an option to renew for a further period of five (5) years subject to and upon the terms and conditions agreed between both parties.

This agreement shall apply to: All transactions originated during the term of this agreement. All subsequent transactions that are follow up, repeat, extended or renegotiated transactions of transactions originated during the term of this agreement.

CHOICE OF LAW

If and to the extent that, any dispute, controversy or claim has not been settled pursuant to the mediation within (90) Ninety Days of the commencement of the mediation, it shall, upon the filing of a request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO (World Intellectual Property Organization) Expedited Arbitration Rules. Alternatively, if, before the expiration of the said period of (90) Ninety Days either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The Place of Arbitration shall be Houston, Texas. The dispute, controversy or claim referred to arbitration shall be decided in accordance with Texas Law, USA.

Each of ***“The Parties”*** subject to the declared breach shall be responsible for their own legal expenses until an award is given or settlement is reached.

FORCE MAJOR

A party shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of ***“The Parties”***.

ENTITIES OWNED OR CONTROLLED

This agreement shall be binding upon all entities owned or controlled by a party and upon the principal(s), employee(s), assignee(s), family and heirs of each party. Neither party shall have the right to assign this agreement without the express written consent of the other.

AGREEMENT NOT TO CIRCUMVENT

“The Parties” agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more if ***“The parties”*** while excluding other or agree to benefit to any other party.

NOT PARTNERSHIP AGREEMENT

This agreement in no way shall be construed as being an agreement of partnership and none of ***“The Parties”*** shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other.

LAWS JURISDICTIONS

This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties. This Agreement is made under and shall be construed according to the laws of the State of Texas, U.S.A. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Texas, U.S.A.



If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

TRANSMISSION OF THIS AGREEMENT

The transmission of this agreement through telefax or e-mail shall be legal and binding

AGREED AND ATTESTED

Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as individual, corporate body or on behalf of a corporate body.

Under penalty of perjury and in witness hereof, the undersigned have executed this agreement on the date under their respective signatures.

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