



**NON-CIRCUMVENTION and NON-DISCLOSURE
AGREEMENT**

PROJECT :

COMPANY :/Mr.....

WHEREAS the signatories to this Agreement, intending to be legally bound, hereby irrevocably and unconditionally agree not to **CIRCUMVENT, AVOID, BYPASS, or OBVIATE** each other, directly or indirectly, in any transaction(s) with any Client (s), Customer (s), Corporation (s), Company (ies), Partnership (s), Individual (s), Lender(s) or Borrower(s), Buyer(s) or Seller(s), Hypothecator(s), Trader(s), Trading Group(s), Trader’s(s) Mandate (s), Trader’s (s) Facilitator(s), Insurance Broker(s), Insurance Company (ies), Bank(s), Investor(s) and/or their representative(s) revealed by any party to the other in connection with any projects, loans funding, collateral sale or purchase, investment programs and/or trade programs including re-negotiations, renewals, extensions, rollovers, increases, amendments, or third party assignments thereof.

Nor shall either party disclose or otherwise reveal, to any third party, directly or indirectly, any confidential information provided by the other, particularly that concerning Clients, Customers, Seller or Buyers, Lenders or Borrowers, Hypothecators, Traders, Trading Groups, Traders’ Mandate(s), Traders’ Facilitators, Insurance Brokers, Insurance Companies, Banks, Investors, or any of their representatives. Their names, addresses, facsimile number(s), telex numbers, as being strictly confidential and privileged and may not be divulged without the specific formal written consent of the owning party. Banking information and any matters relating to taxation advised to the other party(ies) is (are) also classed as being confidential or privileged and may not be divulged without the specific formal written consent of the owning party. They further recognise such information to be the exclusive and valuable property of the introducing party(ies) and will not enter into negotiation(s), transaction(s), or agreement(s) directly or indirectly with such contact(s) in any manner whatsoever without the written permission of the introducing party (ies).

Each and every party to this Agreement agrees to respect the proprietary interest and rights (the “Property”) of the other party (ies). Property shall include location, Communication numbers, documents, agreements, relationships and any and all relevant information relating to the Clients, Customers, Traders, Program Managers, Facilitators, Mandates, Brokers, Intermediaries, Hypothecators, Banking Relationships or Funds Providers. Each and every Principal introduced by one party to another or by the other shall remain the exclusive property of the introducing party.



The Royal Falcon Group LLC

Each and every party hereto agrees not to circumvent the other or any other and agrees to hold information confidential. There will be no dealings, contacting, or otherwise becoming involved in any transactions with any Owner, Client, Customer, Program Manager, Facilitator, Mandate, Provider of Funds, Seller, Trade Director, Trader, Lender, Or their various employees, or their respective banks, securities firms and any other financial institution introduced by one party to the other, to the exclusion of the introducing party. Such action shall be considered a breach and a violation of this Agreement.

In the event that any party (ies) failed to conform to the terms of Non- Circumvention and/or Confidentiality, that party (ies) shall be liable to the other(s) for the monetary value of any loss, expense (legal or otherwise) or damage, express or implied, sustained by the other as a result thereof.

This agreement shall be binding on the parties, hereinunder signed, and their assign and/or designees for a period of ten (10) years from, the date hereto affixed and is to apply to any and all contracts and transactions, including subsequent follow-ups, repeats. Extensions, rollovers, renewals, increases or re-negotiated transactions.

In the event of any circumvention by any party hereto, directly or indirectly and in any manner whatsoever, the injured party shall be entitled to legal monetary compensation equal to twice the maximum benefit it would realise from such transaction(s) including any and all expenses incurred in recovery of such compensation, with a minimum penalty of **USD 5 (five) Million..**

This Agreement shall be governed by and constructed in accordance with the laws of the United States of America and/or Canada and/or Australia and/or the United Kingdom and/or United Arab Emirates and /or Europe or other competent counterpart laws of other Nations. Should any part of this Agreement become invalid, ineffective, or unenforceable, the remainder of this Agreement shall continue in force and effect.

In the event of any ambiguity or dispute regarding the terms of this Agreement, such shall be resolved at the election of the moving party by binding arbitration before a mutually agreed upon authority, and if no agreement can be reached on a mutual basis, both parties hereto approve the use of the **International Chamber of Commerce** whose judgement shall apply in any court of competent jurisdiction.

Any controversy or claim arising out of, or relating to this Agreement, or breach thereof, which is not settled amicably by and between the signatories within a period of ninety (90) days shall be settled in court. The judgement and award to the aggrieved party, rendered in court, shall be equal to the maximum benefit it would realise from such transaction(s), and shall include attorney fees, court costs and other damages deemed fair by the court, and is so binding on their heirs, assigns, designees, and may be entered into any court of law within continental **United States of America and/or Canada and/or Australia and/or the United Kingdom and/or United Arab Emirates and/or Europe.**



The Royal Falcon Group LLC

The parties hereto agree that this Agreement shall be a binding and enforceable contract.

The parties hereto agree that a facsimile copy of this Agreement duly signed by the parties hereto shall be considered and accepted as an original and of equal legal standing as an original.

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and which, taken together, shall constitute one and the same Agreement.

SIGNATURES :

***For and on behalf of:
The Royal Falcon Group***

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Passport No.

For and on behalf of :

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Passport No.

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Passport No.

***Company Seal
Witnessed By:***

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Passport No.

***Company Seal
Witnessed by:***

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Passport No.

Witnessed by:

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Passport No.

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