

**NON CIRCUMVENTION AND NON DISCLOSURE WORKING AGREEMENT**  
**INTERNATIONAL CHAMBER OF COMMERCE (ICC)**

All Commodities

23/08/08

**NON-DISCLOSURE NON-CIRCUMVENTIONAL WORKING AGREEMENT**

The intending Parties hereby irrevocably bind themselves and guarantees to each other that they shall "NOT" directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each others 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 establishes fees, commissions or continuance of pre-established relationship or intervene in non-contractual relationships with the manufacturers of technology owners with intermediaries entrepreneurs, legal council or initiate buy/sell relationship or transactional relationship that by-passes one of *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 agreements, 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, principles, 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.

**AGREEMENT TO HONOR COMMISSIONS**

Commissions, fees, compensation or remuneration to be paid as part of transaction covering *the Parties* to this Agreement shall be agreed upon by separate written agreement by *The Parties* concerned and shall be paid at the time such contract designates, concludes or monies change hands between buyers and sellers, unless otherwise agreed among *The Parties*.

*The Parties* hereby irrevocably and unconditionally agree and guarantee to honour and respect all such fees and remuneration, arrangements made as part of a commission transaction even in the event that

*The Parties* are not integral party to a specific commission and fee remuneration agreement.

**AGREEMENT TO INFORM**

In specific deals where one of *The Parties* acting as an agent allows the buyers or buyer's mandate, and the seller to deal directly with one another, the agent shall be informed of the development of the transactions by receiving copies of the correspondence made between the buyer or the buyer' man- date and the seller.

-----  
1<sup>st</sup> Signature

-----  
2<sup>nd</sup> Signature

-----  
3<sup>rd</sup> Signature

-----  
4<sup>th</sup> Signature

**NON CIRCUMVENTION AND NON DISCLOSURE WORKING AGREEMENT**  
**INTERNATIONAL CHAMBER OF COMMERCE (ICC)**

All Commodities

23/08/08

**TERM**

This Agreement shall be valid for five – 5 – years commencing from the date of this Agreement. That has an option to renew for a further period of five – 5 –years subject to and upon the terms and conditions agreed between *The Parties*.

This agreement shall apply to all transactions originated during the term of this Agreement, all subsequent transactions that are following up, repeat, extended or renegotiated transactions of transactions originated during the term of this Agreement.

**ARBITRATION**

This Agreement shall be governed by and interpreted in accordance with international rules related to interpretation, execution of legality and other issues regarding performance of this agreement.

All disputes arising out of or in connection with this agreement shall be finally settled under the rules

Of arbitration of the INTERNATIONAL CHAMBER OF COMMERCE (ICC) by one or more ARBITRATORS appointed in accordance with the said rules.

Every award shall be binding on *The Parties* and enforceable at law. By submitting the dispute to arbitration under these rules *The Parties* undertake to carry out any award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.

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, provided however, that party found in default by THE ARBITRATOR shall compensate in full the aggrieved party its heirs or assigns for the total remuneration received as a result of business conducted with *The Parties* covered by this Agreement plus its arbitration costs, legal expenses and other charges and damages deemed fair by THE ARBITRATOR for bank, lending, institutions, corporations, organizations, individuals, lenders or borrowers, buyers or sellers that were introduced by the named party, notwithstanding any other provisions of the award.

The language of the arbitration shall be English and the arbitration shall take place in Cologne.

**FORCE MAJEURE**

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**

-----  
1<sup>st</sup> Signature

-----  
2<sup>nd</sup> Signature

-----  
3<sup>rd</sup> Signature

-----  
4<sup>th</sup> Signature

**NON CIRCUMVENTION AND NON DISCLOSURE WORKING AGREEMENT**  
**INTERNATIONAL CHAMBER OF COMMERCE (ICC)**

All Commodities

23/08/08

This Agreement shall be binding upon all entities owned or controlled by a party and upon the principles, employees, assignees, 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 of one or more of *The Parties* while excluding the other or agree to benefit to any other party.

**NOT PARTNERSHIP AGREEMENT**

This Agreement shall in no way 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 be liable to any other party.

**TRANSMISSION**

Every transmission of any document, also this Agreement, between *The Parties* through any transmission tool – whether it is fax or e-mail or any other similar tool – shall be legal and binding.

**AGREE AND ATTESTED**

Each representative signing 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 herein either as individual, corporate body or on behalf of a corporate body.

-----  
1<sup>st</sup> Signature

-----  
2<sup>nd</sup> Signature

-----  
3<sup>rd</sup> Signature

-----  
4<sup>th</sup> Signature

**NON CIRCUMVENTION AND NON DISCLOSURE WORKING AGREEMENT**  
**INTERNATIONAL CHAMBER OF COMMERCE (ICC)**

All Commodities

23/08/08

**Party 1**

**Company Name** **Fruition Inc**  
**Position** **Vice President**  
**Name** **Philip Wrotchford-Thomas**  
**Legal Address** **Ireland:- Augustine House, Loughatalia Rd, Galway, Ireland**  
**Phone** **+353 91 865 897**  
**Fax** **+44 8709 126767**  
**Cell phone** **+44 7836 622147**  
**e-mail** **phil@fruition.us**  
**Place & Date** **20/08/2008**  
**Sign**

---

**P. Wrotchford-Thomas**

**Passport or Driver's License** **UK Passport 105305447**

**Party 2**

**Company Name**

**Position**

**Name**

**Legal Address**

**Phone**

**Fax**

-----  
1<sup>st</sup> Signature

-----  
2<sup>nd</sup> Signature

-----  
3<sup>rd</sup> Signature

-----  
4<sup>th</sup> Signature

**NON CIRCUMVENTION AND NON DISCLOSURE WORKING AGREEMENT**  
**INTERNATIONAL CHAMBER OF COMMERCE (ICC)**

All Commodities

23/08/08

*Cell phone*

*e-mail*

*Place & Date*

*Sign*

---

*Passport or  
Driver's License*

**Party 3**

*Company Name*

*Position*

*Name*

*Legal Address*

*Phone*

*Fax*

*Cell phone*

*e-mail*

*Place & Date*

*Sign*

---

*Passport or  
Driver's License*

-----  
1<sup>st</sup> Signature

-----  
2<sup>nd</sup> Signature

-----  
3<sup>rd</sup> Signature

-----  
4<sup>th</sup> Signature

**NON CIRCUMVENTION AND NON DISCLOSURE WORKING AGREEMENT**  
**INTERNATIONAL CHAMBER OF COMMERCE (ICC)**

All Commodities

23/08/08

**Party 4**

***Company Name***

***Position***

***Name***

***Legal Address***

***Phone***

***Fax***

***Cell phone***

***e-mail***

***Place & Date***

***Sign***

***Passport or  
Driver's License***

CONFIDENTIAL

-----  
**1<sup>st</sup> Signature**

-----  
**2<sup>nd</sup> Signature**

-----  
**3<sup>rd</sup> Signature**

-----  
**4<sup>th</sup> Signature**