

<b>SELLER'S NAME:</b>	Ibex Energy, Inc.
<b>SELLER'S REPRESENTATIVE:</b>	Paul Bernard - President
<b>BUYER'S REPRESENTATIVE:</b>	Name:
<b>BUYER'S REPRESENTATIVE:</b>	Phone:
<b>BUYER'S REPRESENTATIVE:</b>	Email:

## NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NC/NDA)

**WHEREAS** the undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce.

**WHEREAS** the undersigned desire to enter a working business relationship to the mutual and common benefit of the Buyer Representative and Seller Representative; the ("Party" or "Parties") hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations.

**NOW THEREFORE** in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the Parties hereby agree as follows:

### 1. TERMS AND CONDITIONS

- 1.1. Parties shall not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this Agreement, without the express permission of the Party who made available the source and,
- 1.2. Parties shall maintain complete confidentiality regarding each other business sources and/or their associates and will disclose such business sources only to the named Parties pursuant to the express written permission of this Party who made available the source, and,
- 1.3. Parties shall not in any of the transactions the Parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected.
- 1.4. That they will not disclose **names, addresses, e-mail address, telephone and tele-fax or telex numbers** to any contacts by either Party to third Parties and that they each recognize such contracts as the exclusive property of the respective Parties and they will not enter into any direct negotiations or transactions with such contracts revealed by the other Party and
- 1.5. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the
- 1.6. Parties to this Agreement, unless written permission has been obtained from the other Party (ies) to do so. For the sale of this Agreement, it does not matter whether information obtained from a natural or a legal person. The Parties also undertake not to make use of a third Party to circumvent this clause.
- 1.7. That 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 any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- 1.8. All considerations, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the Parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.
- 1.9. This Agreement is valid for any and all transaction between the Parties herein and shall be governed by the enforceable law in **All Commonwealth Countries, European Union Countries, USA Courts**, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of United States will apply.
- 1.10. The signing Parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for **five (5) years from last date signed**.
- 1.11. This Agreement is voidable at the discretion of Seller if an order is not placed and fulfilled with Seller by or on behalf of the named Buyer using the procedures published by Seller within ninety (90) calendar days of the date this Agreement was signed.

## 2. AGREEMENT TO TERMS

- 2.1. Signatures on this Agreement received by the way of Facsimile, Mail and/or E-mail shall be an executed contract. Agreement **enforceable and admissible** for all purposes as may be necessary under the terms of the Agreement.
- 2.2. All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the Party for which they have given their signature.

**“Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)”**

### **EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)**

1. EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Agreement. As applicable, this Agreement shall Incorporate U.S. Public Law 106-229, “Electronic Signatures in Global & National Commerce Act” or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)
2. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
3. EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the Parties from performing their respective obligations and duties under EDT instruments.

**Seller:**

**Ibex Energy, Inc.**

Paul Bernard – President

\_\_\_\_\_  
*Sign*

\_\_\_\_\_  
*Date*

**Buyer’s Representative:**

\_\_\_\_\_  
*Company Name (optional)*

\_\_\_\_\_  
*Print - Title*

\_\_\_\_\_  
*Sign*

\_\_\_\_\_  
*Date*