

NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT

Date:

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 parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (herein after referred to as "*AFFILIATES*").

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:

- A. The parties will not in any manner solicit, nor 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,
- B. The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written permission of this party who made available the source; and,
- C. That they will not disclose names, addresses, email addresses, telephone or any other contact details 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 that they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and,
- D. That they further undertake not to enter into business transactions with companies or individuals, 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(ies) to do so. The parties also undertake not to make use of a third party to circumvent this clause.
- E. 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 or revenues 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.

F. All consideration, 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.

G. This agreement is valid for any and all transactions between the parties herein and shall be governed by, and construed in accordance with English law. Any dispute arising from or in connection shall be referred to arbitration with a mediator appointed by the Centre for Effective Dispute Resolution. If the parties cannot resolve any such dispute then either party may apply to the courts of England and Wales for resolution.

H. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for five (5) years from the date hereof.

I. Signatures on this Agreement received by the way of email shall be deemed to be an executed contract. Agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.

J. 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.

[The remainder of this page is left blank intentionally]

1st Party

Company Name: Sun Sino LE-AL Asia Ltd
Signatory's Full Name: Edward Viner
Signatory's Position: Director
Registered Address: 13/F, Pico Tower, 66 Gloucester Rd, Wanchai, Hong Kong
UK Office: 1/F Kennedy House, 31 Stamford St, Altrincham WA14 1ES
Tel: +44 7484817340
E-mail: edward@sunsinosolutions.com

Signature: _____

Date:

2nd Party

Company Name:
Signatory's Full Name:
Signatory's Position:
Address:
Mobile:
E-mail:

Signature: _____

Date:

3rd Party (where applicable)

Company Name:
Signatory's Full Name:
Signatory's Position:
Address:
Mobile:
E-mail:

Signature: _____

Date: