

NCNDA of ICC

INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.) NON-CIRCUMVENTION, NON-DISCLOSURE WORKING AGREEMENT

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.

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:

I. TERMS AND CONDITIONS :

1. The parties will not in any manner, solicit, nor accept any business in any manner from sources nor their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and,
2. The parties will maintain complete confidentiality regarding each other's 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
3. That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure that the transaction codes established will not be affected and
4. That they will not disclose names, addresses, email address, telephone and facsimiles 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 that they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and
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 parties to this agreement, unless written permission has been obtained from the other party(ies) to do so. For the sake 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.
6. 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 of 20000 €.
7. 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.
8. This agreement is valid for any and all transactions between the parties herein and shall be governed by the enforceable law in Austrian courts, in the event of dispute, the arbitration laws of Austria will apply.
9. The signing parties hereby accept such selected jurisdictions as the exclusive venue. The duration of the agreement shall perpetuate for five (5) years from the date hereof.

II. AGREEMENT TO TERMS:

A. Signatures of this agreement received by the way of facsimile, mail and / or e-mail 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.

B. All signatures 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.

C. By signing above, both parties acknowledge this agreement as valid and accept other party's electronic signature as original hand-written signature, and thus enforceable in any court.

ACCEPTED AND AGREED WITHOUT CHANGE.

1ST PARTY

Signed on:

Signature:

Date:

Signatory's Full Name:

Signatory Position:

Phone No:

Fax No:

Email Address:

Company Name:

Company Address:

2ND PARTY

Signed on:

Signature:

Date:

Company Seal : (Optional)

Signatory's Full Name:

Signatory Position:

Phone No:

Fax No:

Email Address(es):

Company Name:

Company Address:

Mag. Norbert Wallner and/or Thomas Pichler

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