



■ **NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT (NCNDA)** ■

PREAMBLE

WHEREAS, the undersigned parties (hereinafter "Parties") wish to establish a formal framework defining their prospective legal obligations and are bound by a strict duty of confidentiality regarding their respective sources, contacts, and proprietary business information;

WHEREAS, the Parties desire to enter into a working business relationship for the mutual benefit of themselves and their respective affiliates, subsidiaries, shareholders, partners, joint venturers, trading partners, and associated entities (hereinafter collectively referred to as "**Affiliates**");

NOW, THEREFORE, in consideration of the mutual promises, covenants, and valuable consideration contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. COVENANTS AND UNDERTAKINGS

1. Non-Circumvention

The Parties shall not, directly or indirectly, solicit, negotiate with, or enter into any business transactions with any sources, funds, investors, banks, or trading partners ("**Sources**") introduced by the other Party without the express prior written consent of the introducing Party. This prohibition extends to all Affiliates and associated entities.

2. Confidentiality of Sources

The Parties shall maintain strict confidentiality regarding all business sources, contact information, and proprietary data disclosed pursuant to this Agreement. Such information shall not be disclosed to any third party without the express written permission of the disclosing Party, except as necessary to fulfill transaction obligations under strict confidentiality.

3. Transaction Integrity

The Parties shall use their best efforts to ensure that transaction codes, procedures, and established protocols remain inviolate and unaffected by any activities undertaken pursuant to this Agreement.

4. Exclusive Property of Contacts

All names, addresses, telephone numbers, email addresses, and communication details disclosed by either Party constitute the exclusive property of the disclosing Party. The receiving Party shall not utilize such information to initiate direct negotiations, transactions, or relationships without written authorization.

5. Third-Party Circumvention

The Parties expressly agree not to utilize intermediaries, straw parties, or third parties to circumvent the

provisions of this Agreement. It is immaterial whether information is obtained from natural persons or legal entities; all disclosures remain subject to the restrictions herein.

6. Liquidated Damages

In the event of circumvention or breach of this Agreement, the non-breaching Party shall be entitled to liquidated damages equal to the full commission, fees, or benefits that would have been earned from the circumvented transaction, plus all legal costs, attorney fees, and expenses incurred in recovering such amounts.

7. Compensation Allocation

All consideration, commissions, participation fees, bonuses, and benefits arising from transactions facilitated under this Agreement shall be allocated between the Parties as mutually agreed in separate written commission agreements or fee schedules.

II. TERM AND GOVERNING LAW

8. Duration

This Agreement shall remain in full force and effect for a period of **five (5) years** from the date of execution, unless earlier terminated by mutual written consent of all Parties. All transactions initiated during this term shall remain subject to this Agreement regardless of when they conclude.

9. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of **[Jurisdiction - specify country/state]**. Any dispute arising hereunder shall be resolved through binding arbitration conducted under the Rules of Arbitration of the International Chamber of Commerce (ICC), with the seat of arbitration in **[City, Country]**.

10. Jurisdiction

The Parties irrevocably submit to the exclusive jurisdiction of the courts of **[specified jurisdiction]** and/or the ICC arbitral tribunal for the resolution of any disputes.

III. GENERAL PROVISIONS

11. Electronic Execution

Signatures transmitted via facsimile, PDF scan, or electronic mail shall be deemed original signatures and legally binding for all purposes. The Parties agree that electronic signatures carry the same legal weight as original handwritten signatures and are admissible in any judicial or arbitral proceeding.

12. Authority

Each signatory represents and warrants that they possess full authority to execute this Agreement on behalf of the Party for whom they sign, and that such execution constitutes a legally binding obligation of said Party.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements.

14. Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. Binding Effect

This Agreement shall bind and inure to the benefit of the Parties and their respective successors, heirs, assigns, and Affiliates.

IN WITNESS WHEREOF, the Parties have executed this Non-Circumvention and Non-Disclosure Agreement as of the date last signed below.

THE GREEN

Signed on Date: _____

Company Name: _____

Company Stamp and Signature: _____

Company Address: _____

Signatory's Full Name and Position: _____

Phone No: _____

Web Site: _____

E-Mail Addresses: : _____

[COUNTERPARTY NAME]

Signed on Date: _____

Company Name: _____

Company Stamp and Signature: _____

Company Address: _____

Signatory's Full Name and Position: _____

Phone No: _____

Web Site: _____

E-Mail Addresses: : _____

BUYER'S MANDATE (if applicable)

Signed on Date: _____

Company Name: _____

Company Stamp and Signature: _____

Company Address: _____

Signatory's Full Name and Position: _____

Phone No: _____

Web Site: _____

E-Mail Addresses: : _____

Note: Ensure Clause 9 is completed with the appropriate governing jurisdiction before execution. If Turkish law is specifically required, insert "Republic of Turkey" and "Istanbul" or "Ankara" as the seat of arbitration.