NCNDA

NON-CIRCUMVENTION,   
NON-DISCLOSURE AND WORKING AGREEMENT

This Agreement Is Made Effective on the Click to enter a date.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Click to enter insert.. | | |  | Click here. | | |  | Click to insert. | | |
| Company name | | |  | Legal form | | |  | Amount of share capital | | |
|  |  |  |  |  |  | |  |  | |  |
| Click to insert. | | |  | Zip code |  | City. | |  | Click to insert. | | |
| Head office address | | |  | Postal code |  | City | |  | Country | | |

|  |  |  |
| --- | --- | --- |
| Click to insert. |  | Click to insert. |
| Registration number / RCS |  | City where company is registered |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Represented by | Click to insert. | |  | Click to insert. |
|  |  | Name |  | Surname |

The above-named, hereinafter referred to as "Select an item.",

of the one part,

and the Broker, hereinafter referred to as the Broker, of the other part.

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| LUNYNS Ltd. | | |  | Limited by share | | |  | Click to insert. | | |
| Company name | | |  | Legal form | | |  | Amount of share capital | | |
|  |  |  |  |  |  | |  |  | |  |
| 82, James Carter Road | | |  | IP28 7D3 |  | Mildenhall, | |  | Suffolk, UK | |
| Head office address | | |  | Postal code |  | City | |  | Country | |

|  |  |  |
| --- | --- | --- |
| 14695451 |  | London, UK |
| Registration number / RCS |  | City where company is registered |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Represented by | LUBAMBU | |  | Tshilombo, Imhotep |
|  |  | Name |  | Surname |

This Agreement is entered into as of the date of the last signature below, by and between the undersigned parties (collectively referred to as the “Parties”), with the intent to protect the confidentiality of shared information and to prevent circumvention in any transaction or business endeavor introduced by one Party to the other.

# – Purpose

The purpose of this Agreement is to establish an internationally recognized Non-Circumvention, Non-Disclosure, and Working Agreement to govern all potential and ongoing business transactions between the Parties.

# – Confidentiality and Non-Disclosure

1. The Parties agree to maintain strict confidentiality regarding any and all proprietary information, business contacts, and trade details disclosed during the course of their dealings.

2. “**Confidential Information**” includes, but is not limited to: contacts, suppliers, buyers, business processes, pricing, intellectual property, trade secrets, and any other business-sensitive information.

3. No Party shall disclose or otherwise reveal to any third party any confidential information provided by the other Party without express written consent.

4. Exceptions apply to information:

1. Already lawfully known by the Receiving Party;
2. Publicly available through no fault of the Receiving Party;
3. Disclosed by a third party legally entitled to make such disclosure;
4. Required by law or regulation, with prior written notice to the Disclosing Party.

# – Non-Circumvention

1. The Parties agree not to circumvent, avoid, bypass, or obviate each other, directly or indirectly, to avoid payment of fees, commissions, or other compensation related to transactions introduced under this Agreement.

2. This includes refraining from engaging in business with any contacts, clients, buyers, sellers, or partners introduced by another Party, without prior written authorization.

3. If circumvention occurs, the circumvented Party is entitled to full legal compensation equal to the fees or profits they would have earned, plus all costs and legal expenses incurred in enforcement.

# – Non-Solicitation

The Parties shall not solicit, negotiate with, or accept any business from contacts or sources introduced by another Party without express written permission. This includes agents, brokers, representatives, customers, suppliers, financial sources, and affiliates.

# – Commission and Compensation

1. Any benefits, commissions, fees, bonuses, or participation received as a result of transactions introduced or facilitated by the Parties shall be distributed as mutually agreed in writing for each specific transaction.

2. Payment terms and distribution percentages must be confirmed in writing on or before the due date of each transaction.

# – Term and Renewal

This Agreement shall be valid for a period of five (5) years from the date of final signature. It may be renewed or extended by mutual written consent.

# – Dispute Resolution and Arbitration

1. Any dispute arising under or in connection with this Agreement which cannot be resolved amicably between the Parties shall be submitted to arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), which rules are deemed to be incorporated by reference into this clause.

2. The arbitral award shall be final, binding upon the Parties, and enforceable in any court of competent jurisdiction.

3. The seat of arbitration shall be **London, United Kingdom**, and the arbitration shall be conducted in the English language. The governing law of the arbitration proceedings shall be the laws of England and Wales.

# – Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns. This Agreement may be executed in counterparts, and signatures transmitted electronically or by scanned copies (including via PDF) shall be deemed to be original and fully binding upon the Parties.

# – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**, without regard to any principles of conflicts of law.

# – Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, representations, or communications, whether oral or written. No modification or amendment shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

References:

ICC (International Chamber of Commerce): [ <https://iccwbo.org/> ]

Incoterms 2010: [ <https://iccwbo.org/resources-for-business/incoterms-rules/incoterms-rules-2010/> ]

# Appendix

|  |  |  |
| --- | --- | --- |
| **Full Name/ Title:** | Lubambu tshilombo / director | |
| **Corporation name:** | Lunyns ltd. | |
| **Address:** | Unit a, 82 james carter road, mildenhall, ip28 7de, united kingdom | |
| **Object of the agreement:** | Petroleum products | |
| **Position in the agreement:** | Trading company | |
| **Passport No. & Nationality:** | Es092468 | |
| **Delivery place** | Hal, belgium | |
| **Date of delivery** |  | |
| **Expiry date** |  | |
| **Mobile/ WhatsApp:** | +44 74 40 40 51 81 | |
| **E-mail Address:** | Contact@lunyns.com | |
|  | |  |
| Seal | | Signature |
|  | | |
| passport | | |

# Appendix

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| --- | --- | --- | --- |
| **Full Name/ Title:** | | | Click here to enter Name/Title. |
| **Corporation name:** | | | Click here to enter Company Name. |
| **Address:** | | | Click here to enter Company Address. |
| **Object of the agreement:** | | | Click here to enter the object of this agreement. |
| **Position in the agreement:** | | | Click here to enter your role in this agreement. |
| **Passport No. & Nationality:** | | | Click here to enter Passport Nr. |
| **Delivery place** | | | Click here to enter Passport Delivery Place. |
| **Date of delivery** | | | Select passport delivery date. |
| **Expiry date** | | | Select passport expiry date. |
| **Mobile/ WhatsApp:** | | | Click here to enter Mobile Number. |
| **E-mail Address:** | | | Click here to enter official email address. |
|  |  | | |
| Seal | | Signature | |

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|  |
| passeport |

|  |  |  |
| --- | --- | --- |
| **Party A** |  | **Party B** |
|  |
|  |  |  |
| Name: |  | Name: |
|  |  |  |
| Title: |  | Title: |
|  |  |  |
| Company: |  | Company: |
|  |  |  |
| Signature: |  | Signature: |
| Click to enter a date. |  | Click to enter a date. |
| Date: |  | Date: |