



## NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is dated the 03 / 05 /2024

BETWEEN: SALMAN ZAIDE GHAZEE TRADERS GHAZEE TRADER PTY LTD  
PLOT NO 261 ROAD 6 HOMESTEAD APPLE ORCHARD WALKERVILLE 1876 SA  
("The Discloser")

And

\_\_\_\_\_KULDIP SINGH of ZAHRA TRADERS INTERNATIONAL 29 Harley  
Street, London, England, W1G 9QR 12507326  
("The Recipient")

### DESCRIPTION OF THE PERMITTED PURPOSE

This Non-Circumvention, Non-Competition, Non-Disclosure and Non-Use, Agreement (the "Agreement") is entered into as of the \_\_\_\_\_ 2024, by and between Andrew Williams of Tradal Ltd, a United Kingdom corporation (hereinafter " Tradal and

The Recipient;

Name ; \_\_\_\_\_

Address \_\_\_\_\_

Company Name and address \_\_\_\_\_

a company organised under the laws of United Kingdom (hereinafter " The Recipient").

NOW IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS  
HEREBY AGREED as follows:

#### 1 DEFINITIONS

1.1 In this Agreement the following words are to have the following meanings except where the

context otherwise requires:

"Confidential Information"

means all information disclosed by one party to the other, directly connected with the Permitted Purpose, including but not limited to and without limitation, the identity of the parties, Customers/Suppliers identity, their relevance to the Discloser's business, or otherwise, their respective interests, all Intellectual Property Rights, contracts, Agreements, specifications, information, designs, drawings and other technologies & source code in all forms of whatsoever nature, whether or not marked confidential and of which ought reasonably to be regarded as confidential, turnover, prices, costs and all





information concerning the Discloser's business that could affect his commercial value or the conduct of the business;

"Disclosure"	means the party disclosing Confidential Information, including its Representatives;
"Permitted Purpose"	means the establishing and running of a business, Tradal;
"Recipient"	means the party receiving the Confidential Information including its Representatives;
"Representative"	means the officer, employee, sub-contractor, seconded staff, agent, consultant and collaborator and professional advisor of the relevant party;

A. Tradal Ltd is involved with Governments in potential projects not limited to; infrastructure , commodity trades, regards to Joint ventures, High & low volume commodity products and services, Tradal Pangea Ai., Cooperative programmes, relative to which Tradal wishes to explore the possibility of partnering with Investors on (the "Projects").

B. Tradal wishes to enter into discussions with The Recipient and disclose to The Recipient certain confidential and proprietary information pertaining to the Projects to The Recipient.

The Recipient for a commission, to sourcing & providing products & services which CEO will retain an Tradal software's, source Codes & all documentation procured & produced for Tradal.

C. If the discussions prove mutually beneficial, Tradal and Investors, buyers and sellers intend to enter into a Joint Venture agreement under which Governments will provide the stipulated services (the "Basic Agreement").

For purposes hereof, "Proprietary Information" shall mean Project and customer information, including without limitation, the scope and location of the Project, the technical and design aspects thereof, any means of access to the customer and/or any other information considered by Tradal as being confidential and/or proprietary to it. If provided, the Proprietary Information is intended solely to allow Investors to assess the feasibility of the Project, including estimated costs and fees. The Proprietary Information will at all times remain the sole and exclusive property of Tradal.

Any use by The Recipient of the Proprietary Information pursuant hereof shall cease immediately upon the earlier of (i) termination of The Recipient need to review same, (ii) the completion of its activities referred to herein, or (iii) upon the written demand of Tradal. At that time, The Recipient shall return to Tradal all materials and Proprietary Information in its or its employees' possession.





The Recipient agrees not to disclose or otherwise reveal to any third party any such Proprietary Information, except with the prior written consent of Tradal CEO, Recipient also agrees that any Proprietary Information shall be disclosed only to such employees of The Recipient, as have an absolute and direct "need to know" for purposes hereof, and who are bound by a legally valid and enforceable obligation (which shall be for the benefit of Tradal) not to disclose or make use of such Proprietary Information except pursuant to the terms hereof The Recipient shall make no copies of any physical embodiments of any Proprietary Information.

The Recipient agrees not to use the Proprietary Information in any manner other than explicitly allowed in this Agreement. Any use of the Proprietary Information shall be for the benefit of Tradal. The Recipient agrees not to circumvent Tradal in any transaction with any customer direct or indirect of Tradal, whose identity was revealed to The Recipient in connection with any project, sale or any other transaction involving any products or services, including, without limitation, the Projects. This specifically means that The Recipient is not entitled to sell products or services directly, indirectly or through a third party, to any customers of Tradal whose identity is revealed by Tradal to The Recipient\_.

The Recipient shall not receive any compensation from any party other than from Tradal with respect to sales made to any Tradal customers and services provided to Tradal. The Recipient agrees to notify Tradal and obtain prior written consent before making contact of any kind with any customer or other third parties whose identity was introduced by Tradal to The Recipient. The Recipient agrees not to compete with Tradal relative to the Projects, whether directly or indirectly, and whether independently or through a third party.

This Agreement shall remain in effect. This Agreement shall be construed and interpreted exclusively in accordance with the laws of the United Kingdom excluding conflicts of law's provisions. Any dispute between the parties hereunder, not settled amicably by negotiations within thirty (30) days of the request by one party for such negotiations, shall be settled by final and binding arbitration in United Kingdom in accordance with the commercial arbitration rules of the United Kingdom Arbitration Association in force as of the date of the dispute.

There shall be one arbitrator, who shall be a lawyer and fluent in the English language. The arbitration proceedings and all related correspondence shall be in English only. Notwithstanding the foregoing, Tradal shall have the right at all times to seek such remedies through any courts





having proper jurisdiction, at law or in equity, including without injunctive relief, in order to protect the Proprietary Information, including without limitation, the enforcement of relevant Articles.

In the event that any provision of this Agreement is deemed invalid, illegal or unenforceable, it shall be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of the Agreement. The parties shall in good faith agree upon a provision replacing such illegal or unenforceable provision which approximates as closely as possible the mutual intent expressed by the parties in the original provision.

This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written communication between the parties with respect to the subject matter hereof. No amendment of this Agreement shall be effective unless signed by both parties.

Any failure by Tradal to enforce at any time any term or condition of this Agreement shall not be considered a waiver of Tradal right thereafter to enforce each and every term and condition of this Agreement.

Any notice or other communication permitted or required to be given between the parties hereto shall be made in writing and shall be deemed confirmation to have been given to the party when sent by Email.

For purposes hereof, "Proprietary Information" shall mean Project and customer information, including without limitation, the scope and location of the Project, the technical and design aspects thereof, any means of access to the customer and/or any other information considered by Tradal as being confidential and/or proprietary to it. If provided, the Proprietary Information is intended solely to allow Investors to assess the feasibility of the Project, including estimated costs and fees. The Proprietary Information will at all times remain the sole and exclusive property of Tradal. The above named Discloser is devising, implementing and participating in a variation in the manner by which Commodity Trading is generally undertaken and the Recipient is seeking to play a role and gain a financial benefit in the conduct of such Commodity Trading that will necessitate the Discloser passing to the Recipient certain information of a confidential nature in connection with and including but not limited to the Discloser's method of business within the Commodity Trade, the nature and method of the Discloser's involvement within the Commodity Trading industry, the identity of suppliers, purchasers and intermediaries, mandates and any other relevant personnel, prices of Commodities and commissions payable to the Discloser and commissions payable to all other participants, terms of business, the dissemination of information, preparation of contracts, agreements, marketing material, drawings, photographs and other media of script and images, designs, plans, proposals, marketing plans and all matters incidental to the Discloser's business





## 2. OBLIGATIONS OF THE RECEIVING PARTY

- 2.1 In consideration of the mutual obligations set out in this Agreement, the parties to this Agreement undertake to each other to:
- 2.1.1 use the Confidential Information exclusively for the Permitted Purpose;
  - 2.1.2 receive and keep the Confidential Information applicable to the Permitted Purpose secret and confidential and save as set out below, not disclose such Confidential Information to any third party;
  - 2.1.3 take all necessary precautions to ensure that such undertaking is enforced and is enforceable;
  - 2.1.4 keep separate all Confidential Information and all information generated by the Recipient together with such information derived therefrom from all other records of the Recipient
  - 2.1.5 not without the others prior written consent make any use, commercial or otherwise, or make any commercial gain from the Confidential Information, save as is within the remit of this Agreement and in particular in the capacity of a commodities trader or facilitator of Commodity Trades to disclose Confidential Information and/or circumvent the established Intellectual Property rights vested in the Discloser at the date hereof and those acquired by the Discloser arising as a consequence of his performance of the Permitted Purpose or to circumvent the Discloser's commercial interests and economic advantage arising from his performance in securing and advancing the Permitted Purpose.
  - 2.1.6 not copy or reproduce any or all of the Confidential Information except as is absolutely necessary for the Permitted Purpose and provided always that such copies are clearly marked as confidential;
  - 2.1.7 promptly notify the other if one party becomes aware or suspects that an unauthorised conduct by any person, corporate body or other third party of whatsoever nature is likely directly or indirectly to compromise the economic interests of either party or has directly or indirectly caused disclosure of Confidential Information and do all such acts and give such co-operation and information as is reasonable to assist the other in rectifying the position.

## 3. PERMITTED DISCLOSURE

- 3.1 the Recipient may disclose Confidential Information to a Representative, so far as it is strictly necessary for the furtherance and proper performance of the Permitted Purpose and shall inform each such Representative of the confidential nature of the Confidential Information imparted to them and secure from such Representative an undertaking of non-disclosure of such information, upon terms no less onerous as those contained in this Agreement





3.2 Subject to Clause 4.3, the Recipient to this Agreement shall upon conclusion of the Permitted Purpose; on expiry of this Agreement; or at any time at the written request of the other, whichever is soonest, immediately return all Confidential Information albeit in the form of documentation, files, brochures, photographs, memos, recordings, e-mails, texts, discs, designs, drawings, calculations and any other form of record of whatsoever nature and make no further use or disclosure of any of the Confidential Information. If the party whose information is to be protected so dictates, the Confidential Information shall be destroyed.

3.3 the Recipient may however instruct their respective legal advisor to retain a copy of Confidential Information belonging to the discloser for the sole purpose of monitoring and enforcing compliance with the provisions of this Agreement.

#### 4. TERM

4.1 This agreement shall be valid for five (5) years commencing from the date of this agreement.

4.2 This agreement has an automatic renewal for every further period of five (5) years agreed between both parties.

4.3 This agreement shall apply to:

- ☐ All transactions originated during the term of this agreement; and
- ☐ All subsequent transactions that are follow up, repeat, extended or renegotiated transactions originated during the term of this agreement.

#### 5. RESERVATION OF RIGHTS

The discloser reserves all their respective legal rights in the Intellectual Property rights vested or to be vested in them and in the Confidential Information and no rights or obligations other than those expressly referred to by this Agreement are to be created or implied by this Agreement. In particular, this Agreement conveys no licence or interest, directly or indirectly, under any patent, invention, copyright or other intellectual property right now or in the future owned by either party to this Agreement.

#### 6. INDEMNITY

The discloser of this Agreement does not indemnify the recipient and holds the recipient against all claims, costs, losses or expenses resulting from any material breach or non-performance by them, of the provisions of this Agreement.

#### 7. LIMITATION OF LIABILITY OF DISCLOSING PARTY

The discloser to this Agreement give no warranties in relation to the Confidential Information disclosed by it under this Agreement and in particular (but without limiting the foregoing) no warranty or representation, express or implied, is given as to the accuracy, efficacy, completeness, capabilities or safety of any materials or information provided under this Agreement.





## 8. REMEDIES

Without affecting any other rights or remedies that The discloser may have, the recipient to this Agreement acknowledge and agree that damages may be an adequate remedy for any breach by the recipient of the provisions of this Agreement and that the injured discloser shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement by the other and save for in the case of a frivolous action, no proof of special damage shall be necessary for the enforcement of the provisions of this Agreement

## 9. GENERAL

9.1 This Agreement will be binding on and ensue for the benefit of the successors of the discloser but neither the rights nor the obligations of the Recipient may be assigned, transferred, sub-contracted or otherwise disposed of in whole or in part without the prior written consent of the Discloser.

9.2 This Agreement shall not be varied or cancelled unless such variation or cancellation shall be expressly agreed in writing by a duly authorised representative of the Discloser.

9.3 If any of the provisions of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall sever that provision from this Agreement and the remaining provisions shall remain in full force and effect.

9.4 Failure by a party entitled to enforce the provisions of this Agreement or any rights conferred by it shall not be deemed to be a waiver of any such rights nor operate as a bar to the exercise or enforcement of any other right on any later occasion.

9.5 Nothing in this Agreement shall create any rights for third parties under the Contract (Rights of Third Party) Act 1999. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

9.6 The construction, validity and performance of this Agreement shall be governed by the laws of England and Wales. Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference in connection with the Agreement and any matter arising from it.

## 10. CONFIDENTIAL INFORMATION

10.1 The intending parties propose to disclose certain of its confidential and proprietary information (the "Confidential Information") to each other. Confidential Information shall include all data, financial information, and other information disclosed or submitted, orally, in writing, or by any other media.





- 10.2 The discloser of this information due to their desire to enter into a working business relationship to mutual benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organisations (herein after referred to as "Affiliates").
- 10.3 The intending parties shall in course normal business proceedings, disclose names of client's information considered confidential in terms of this agreement
- 10.4 The documents will not be passed, under circumstance, to another individual not end buyers or suppliers without prior written consent of the discloser(s).

## 11. AGREEMENT NOT TO DEAL WITHOUT CONSENT

- 11.1 "The Recipient" hereby legally, and irrevocably bind themselves into guarantee to the discloser that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate the discloser interests or the interest or relationship between "The Parties" with investors, procedures, technology & web developers, designers, blockchain specialists seller, any buyers, brokers, dealers, distributors, refiners, shippers, financial instructions, to change, increase or avoid directly or indirectly payments of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationships with Currency Providers, financial institutions, with intermediaries entrepreneurs, legal counsel or initiate buy/sell relationship or transactional relationship that by-passes "The discloser" to one another in connection with any ongoing and future transaction or project.
- 11.2 "The Recipient" with access will not in any manner, solicit, nor accept any business in any manner from sources nor their Affiliates, without permission of parties nor make use of third party to circumvent.

## 12. AGREEMENT NOT TO DISCLOSE

- 12.1 "The Recipient" agree that Information is to be considered confidential and held in confidence, not used other than for the purposes of its business between Parties, and disclosed only to its officers, directors, or shareholders with a specific need to know.
- 12.2 "The Recipient" acknowledge responsibility for disclosure to selected persons as per
- 12.3 "The Recipient" irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to a third party any confidential information provided by one party to the other or otherwise acquired, contract terms, product, prices, fees, financial agreement, schedules and information concerning the identity of the sellers, producers, buyers, lenders, borrowers, brokers, distributors, refiners, manufacturers, technology owners, or their







representatives or mandated representatives and specifically individuals names, addresses, principals, or telex/fax/telephone numbers, references product or technology information and/or other information advised by one party(s) to be one another confidential or privileged specific written consent of the party(s).

- 12.4 “The Recipient” acknowledge that the existence of this Contract shall remain confidential and shall not be disclosed to any third party without the written agreement of the other party.

13. AGREEMENT TO HONOR COMMISSIONS,

- 13.1 Commissions, fees, compensation or remuneration to be paid as part of transaction covering “The Recipient” to this agreement, shall be agreed upon by separate written agreement by “The discloser” concerned and shall be paid at the time such contract designated, concluded or monies changing hands between buyers and sellers, unless otherwise agreed among “The discloser”.

- 13.2 “The Recipient” hereby irrevocably and unconditionally agree and guarantee to honour and respect all such fees and remuneration, arrangements made as part of a commission transaction even in the event that “The Recipient” are not an integral member to a specific commission and fee, remuneration agreement.

14. NOT FIDUCIARY AGREEMENT

- 14.1 This agreement in no way shall be construed as being an agreement of partnership and none of “The Recipient” shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other.

15. SPECIFIC UNDERTAKING

- 15.1 Without detracting from the generality of this agreement, “The Recipient” understand that the agreement holds particular relevance to concepts, methodologies and business strategies relating with specific reference to sourcing, developing technology for the Commodities industry.

16. ENTITIES OWNED OR CONTROLLED

- 16.1 This agreement shall be binding upon all entities owned or controlled by a party, or in which the Recipient has an interest or shareholding and upon the principal(s), employee(s), assignee(s), family and heirs of each party.

17. BREACH OF AGREEMENT





17.1 This agreement is valid for all commodities and transactions between parties and the Recipient agrees that any misuse of information supplied in terms of the business relationship, notwithstanding anything contained herein, or any indulgence or relaxation of any clause herein, shall entitle the claimant discloser to full legal recourse in terms of ICC regulations.

17.2 Under such terms, in the event of breach of agreement by any term violation, the disclosure of circumvention, by the Recipient, directly or indirectly, shall entitle the Claiming discloser to a legal monetary penalty equal to maximum service it should realize from such a transaction plus any and all expenses, not limited to all legal costs and expenses incurred to recover the lost revenue.

#### 18. TRANSMISSION OF THIS AGREEMENT

18.1 The transmission of this agreement through facsimile or e-mail shall be legal and binding.

#### 19. FORCE MAJEURE

19.1 The Recipient shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of "The Parties".

#### 20. AGREEMENT NOT TO CIRCUMVENT

20.1 "The Recipient" agree not to circumvent or attempt to circumvent this agreement in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of "The Recipient" while excluding other or agree to benefit to any other party.

#### 21. APPLICABLE LAW (ART.13.1)

21.1 This NCND Agreement shall be governed as per Art. 13.1 of the General Conditions, by the rules and principles of law of the Head Office of the International Chamber of Commerce in United Kingdom.

#### 22. RESOLUTION OF DISPUTES (ART.13)

22.1 ARBITRATION: ICC (according to Art. 13.2). Place of arbitration: Head Office of the International Chamber of Commerce in United Kingdom.

#### 23. AGREE AND ATTEST

23.1 Each representative sign's below guarantees that he/she is duly empowered by his/her respectively named company to enter into and be bound by the commitments and obligations contained herein either as individual, corporate body or on behalf of a corporate body.





23.2 Digital signatures herein are considered to be made by binding signer or by any other duly authorised by binding signer as attested by written, even if authorisation occurs by regular e-mail.

AGREED by the parties through their authorised signatories:

SIGNED BY.....For and on behalf of ANDREW WILLIAMS

Dated... 04 / 05 /2024

&

SIGNED BY.....For and on behalf of KULDIP SINGH

Dated... 04 / 05 /2024

SIGNED BY.....For and on behalf of SALMAN ZAIDI

Dated... 04 / 05 /2024

