



**NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)
IRREVOCABLE MASTER FEE PROTECTION AGREEMENT (IMFPA)**

Date:

Facilitator/Seller

BORDON

Bordon Ltd
19 Cambridge Street
Leicester, LE3 0JQ
UK.

W: www.bordongroup.com
E: admin@bordongroup.com
T: +44(0)1162988515
F: +44(0)1162988530

Buyer

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We the undersigned herewith referred as the Buyer,; under penalty of perjury do hereby irrevocably confirm and irrevocably accept to:

- confirm that Bordon Ltd has stated in clear terms its acting capacity either as a Facilitator or Producing Seller (circle what applies)
- keep the information about the seller confidential.
- shall not circumvent or attempt to circumvent, avoid, bypass or obviate Bordon Ltd as Facilitator or Producer and this agreement in an effort to gain fees, commissions, remunerations or considerations to benefit.
- place all orders with facilitator who will forward it to seller, if orders cannot be filled by Bordon Ltd as a Producer, in other words, not to send orders directly to third party seller without written permission of Bordon Ltd as facilitator.
- send copies of any direct or indirect correspondence or communication with the seller to facilitator.
- inform facilitator of various dealings with the seller.
- honour commission to facilitator from each and every purchase from seller and pay 1% commission fee of contract value, if not specified otherwise.
- pay intermediary fee latest within two (2) working days after payment to seller from each and every business transaction (purchase) of this business contact (seller) against the Proforma Invoice issued by Facilitator.
- confirm that if contract on an annual basis is signed with seller, we will order and direct our bank to endorse automatic payment orders to Facilitator.
- agree to provide facilitator written evidence of the Proforma Invoice lodged with our bank together with acknowledgements of their acceptance, to provide information about payment to contact details provided by Facilitator.

This master fee protection agreement covers all contract and shall include any renewals, extensions, rollovers, additions or any new and transfer contract originating from this transaction by reason of the above parties changing terms of the initial contract entered into between the Buyer and Seller.

Furthermore, we agree that any and all commissions due shall be paid to the Facilitator as a result of any extension or rolling contract and that we shall effect all necessary documentation with our bank without any undue delays to ensure such commissions are paid within the terms of the agreement.

This agreement made and entered into on this date, shall obligate under penalty of perjury the undersigned buyer and also oblige under penalty of perjury his partners, associates, employers, employees, affiliates, subsidiaries, parent companies, any nominees, representatives, successors, clients, assignees, stockholders, partners, co-ventures, trading partners, and other associated organisations (otherwise called affiliates).

This agreement shall be valid for five (5) years commencing from the date of this agreement. This agreement has an option to renew for a further period of five (5) years subject to and upon the terms and conditions agreed between both parties.

Buyer Signature & Seal

Seller Signature & Seal

Facilitator Signature & Seal



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This agreement is valid for all commodities and transactions between the Buyer, his affiliates or mandate, Seller and Facilitator. They agree that any misuse of information supplied in terms of this business relationship, notwithstanding anything contained herein, or any indulgence or relaxation of any clause herein, shall entitle the claimant party to full legal recourse in terms of ICC regulations.

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

All disputes arising out of or in connection with the present contract shall be finally settled under the rules of arbitration of the "International Chamber of Commerce (ICC)".

The transmission of this agreement through fax or email shall be legal and binding. Digital signatures herein are considered to be made by binding signer or by any other duly authorised by binding signer as attested to by writing, even if authorisation occurs by regular email.

This document shall be governed and construed in accordance with current English or ICC 400/500/600 signed between partners NCND laws.

Approved and Agreed By Buyer:

Signature: **Date:**

"Accepted and Agreed without change (Electronic signature is valid and accepted as hand signature)"

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

- EDT** (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this contract. As applicable, this agreement shall:
Incorporate **U.S. Public Law 106-229**, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001).
- ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000)** adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
- EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.

Buyer Signature & Seal

Seller Signature & Seal

Facilitator Signature & Seal