

# NON-CIRCUMVENTION, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT entered into as of \_\_\_\_\_, 20\_\_ is for the Professional Association and arrangement of Non-Circumvention (the "Agreement") by and between all parties listed in the signature section hereinafter, collectively called the "Parties;" singularly, a "Party"). The Parties agree to respect the integrity and tangible value of this agreement between them.

This Agreement is a perpetuating guarantee for a term of three (3) years from the date of execution and is to be applied to any and all transactions present and future, of the introducing party, including subsequent follow-up, repeat, extended, re-negotiated, and new transactions regardless of the success of the Services Contract entered into by them in connection with a project or ongoing product development..

It is under this Agreement, that the Parties involved in this transaction together, may learn from one another, or from third party principals directly or indirectly, the names and telephone numbers of investors, lenders, factories and production facilities, their agents, brokers, corporations, individuals and/or trusts, or potential buyers and sellers hereinafter called contacts any and all other relevant entities listed and not listed here.

The Parties with this acknowledge, accept and agree that the identities of the contacts will be recognized by the other Party as exclusive and valuable contacts of the introducing Party and will remain so for the duration of this agreement.

The Parties agree to keep confidential the names of any contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, heirs, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering a written agreement with the Party who provided such contact unless that Party gives prior written permission. Such confidentiality will include any names, addresses, telephone, telex, facsimile numbers, email addresses and/or other pertinent information disclosed or revealed to either Party.

The Parties agree that due to the many variables surrounding each Business Transaction that will occur because of this or related agreement between the Parties. When applicable, a separate fee/commission/equity agreement will outline compensation for each Business/Financial Transaction. Such fee, commission and equity agreement(s) must be drafted and acknowledged by signature before all Business/Financial Transactions. This Agreement is NOT a fee for commission contract.

In case of circumvention, the Parties agree and guarantee that they will pay any adjudged/agreed monetary damages for any breach of this Agreement for costs and services, pursuit, including reasonable attorney fees, to recover fees or reimburse costs related to other written financial arrangements the circumvented Party should have realized in such arrangements/transactions, by the person(s) engaged on the circumvention for each occurrence. If either Party commences legal proceedings to interpret or enforce the terms of this Agreement, the prevailing Party will be entitled to recover court costs and reasonable attorney fees.



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The Parties will construe this Agreement in accordance with the laws of the State of New York. If any provision of this agreement is found to be void by any court of competent jurisdiction, the remaining provisions will remain in force and effect.

This Agreement contains the entire understanding between the Parties and any waiver, amendment or modification to of same must be in writing, will be subject to the above conditions, and must be attached hereto.

A facsimile or a scanned and emailed copy of this Non-Circumvention Agreement shall constitute a legal and binding instrument. By setting forth my/our hand(s) below, I/we warrant that I/we have complete authority to enter into this Agreement.

## SIGNATURE SECTION

FOR: AASA

Signature:

Date Signed \_\_\_\_\_

Signature Name (printed):

Title: Group Managing Director

Company Name: Asian American Sourcing Alliance, Inc. ("AASA")

Company Address:

Phone Number: \_\_\_\_\_, Fax Number:

Email Address:

Passport Number:

FOR: CLIENT

Signature:

Date Signed \_\_\_\_\_

Signature Name (printed):

Title:

Company Name:

Company Address:

Phone Number: \_\_\_\_\_, Fax Number:

Email Address:

Passport Number:



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SOURCING ALLIANCE



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