

Agreement of confidentiality and not competition Hydrocarbons - Buying and selling of noble metals - Banking

Enter,

xxxx, hereafter called "xx"

And,

xxxx, hereafter called "xx"

And,

xxxx, hereafter called "xx"

Appointed hereafter "parties"

Preamble

- (1) "xx", "xx" and "xx" wish to discuss a transaction on the hydrocarbons ("the discussion"), in which "xx" will bring the salesman and "xx" and "xx" will bring the purchaser.
- (2) During these discussions, "the parties" will swap confidential informations ("the privacy information") concerning this transaction.

1. Definition and interpretation

In this agreement the following terms have the following significance:

"The confidential information": All information (communicated orally or recorded on any support) concerning the discussions.

"Nobody (S) and/or Society (S) dependant (S)": In relation to any person, Directors, employees, agents, people receiving benefits/providers, and other advisers professional

Commitment of confidentiality

With reception of "the privacy information" "the parties" begin:

With not revealing or communicating the third "Confidential information" with any which would not be related to with the transaction described with the preamble.

"The parties" recognize and accept:

- That the information forwarded by one or the other of the parties are strictly confidential.
- that "the confidential information" which to him is revealed has for only objective the transaction.

"The parties" generally begin to take all necessary measures in order to protect the "Confidential information" and to avoid its use, its disclosure, its publication or communication not - authorized.

If necessary, "the parties" begin to make sign an agreement of confidentiality and noncompetition to any third party obligatorily having to be informed of "Confidential information"

"xx", "xx" and "xx" recognize and accept that they donot can guarantee the exactitude of the contents of the "Privacy information" which was forwarded to them and which consequently that they cannot, to in no case, be held responsible for the exactitude of the contents, just as of extended from "Privacy information"

Rights related to the "Privacy information"

"xx", "xx" and "xx" recognize the property right with the party which revealed "the Privacy information" and also recognize that the transmission of "the Privacy information" which is made to them, does not confer any right with regard to all to them or started from "the Confidential information" other than that using for the transaction.

4. Copy and destruction of "the Privacy information".

4.1 Refund of the Confidential informations

On request of each party, "the parties" begin to be restored without delay, or if required to destroy with their request, any document, notes, file or element as any copy containing "the Privacy information" which was communicated to them.

the 4.2 "parties" begin to be confirmed in writing, the refund or the destruction of "the Confidential information".

Commitment of noncompetition

5.1 By this present agreement, "the parties" take the firm agreement not be made competition and not draw advantage from "the Privacy information" for their own account or the account of all (S) "nobody (S) and/or Société (S) dependant (S)"

5.2 Thus, "xx" "xx" and "xx" are irrevocably committed neither to circumvent, nor to seek to eliminate directly or indirectly one or the other from any transaction in progress or coming.

Rupture

If this agreement had suddenly been broken with the reason for non-observance of one of the points of this agreement, this directly

or indirectly, each party appointed in this agreement would have the right to claim damages with the party which broke the agreement with the reason for non-observance of one of the points of this agreement.

7. Duration - Law applicable

7.1 The commitments contained in this agreement will remain in force for one three (3) years period as from its date of signature.

7.2 This agreement is forwarded to the French right. Any litigation relating to interpretation or the implementation will be forwarded to the Courts of PARIS.

7.3 This agreement will take fixe day bill of its signature by the parties

7.4 The transmission by email of this agreement signed by each party, confers the same legal value to him as an original paper. The e-signature is accepted by "the parties" and confers on this agreement a legal value.

This agreement is concluded the xxx

For xx
Addresses:
N° of passport:
Email:
Call:

Signature
Lu and adopted - Good for agreement

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N° of passport:
Email:
Call:

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For xxx

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