

NON-CIRCUMVENTION, NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

REGARDING: _____.

WHEREAS, the undersigned parties anticipate entering into various business transactions either between themselves or between themselves and other third parties some or all of whom may have been introduced by one of the parties to the other(s), and

WHEREAS, the parties recognize the inherent value of an introduction or referral which results in a business transaction which is financially beneficial to one or both of the parties, and

WHEREAS, the parties wish to guarantee that all parties are fairly compensated for such introductions or referrals without which the said business transactions might not otherwise have been initiated or concluded,

THEREFORE, In consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties, intending to be legally bound, do hereby irrevocably agree as follows:

NOT TO CIRCUMVENT, AVOID OR BYPASS EACH OTHER DIRECTLY OR INDIRECTLY

1. No party, shall deal with, contract with or otherwise conduct business with any individual or entity introduced by another party without the prior knowledge and written permission of the introducing party (i.e., the party that introduced the contact to the other party or parties). For the avoidance of any doubt, all parties agree not to directly or indirectly circumvent the introducing party.
2. This agreement legally binds not only the undersigned parties but also all those persons acting on their behalf, instruction, and consent.

3. For purposes of this agreement, a person or entity shall be considered “introduced by” a signatory if that person or entity is in a “chain” of contacts resulting from an original introduction by the introducing party.

NON-DISCLOSURE

4. Each party agrees not to disclose or otherwise reveal to any third party any contact or confidential information provided by the other, particularly that concerning any seller (or any of its associated entity), buyer (or any of its associated entity), bank information, codes, references and/or any such information advised to the other as being confidential or privileged or the introducing party’s contact, without the written consent of the other party. Each party agrees to keep confidential the names, addresses, telephone numbers, email addresses and fax numbers of any contacts introduced by the other party, unless prior written permission is given by the introducing party.
5. This agreement is expressly intended to cover negligent or inadvertent disclosure of confidential information, which is also considered violations of this agreement.

DUTY TO DISCLOSE ONGOING DISCUSSION, NEGOTIATIONS AND TRANSACTIONS

6. Notwithstanding the above, all parties agree to disclose and inform one another on a current and on-going basis of discussions, negotiations and transactions which are under consideration or discussion with any party which is a subject of this agreement.
7. If a party request updated information by email or telephone regarding the status of a transaction contemplated herein and the other party does not respond within 24 hours of the request, and the requesting party has reasonable grounds to believe that the lack of response is intentional, then the requesting party, at his or her discretion, may take immediate and appropriate legal action to protect such party’s interests under this agreement.

8. Any party who intentionally fails to respond in a timely manner to a request for an information update under this provision hereby waives any claim for damages against the requesting party if any transaction subject hereto is delayed or not concluded as a result of legal action taken by the requesting party under this provision.

NOT TO AVOID PAYMENT OF FEES OR COMMISSIONS IN ANY TRANSACTION WITH ANY ENTITY

9. Neither party shall attempt to avoid payment of any fees or commissions due to the other party in connection with any transaction that was initiated by or the result of an introduction of the entity by one party to the other.
10. If an introduction by one party to the other results in the successful conclusion of a business transaction with any individual, entity, company, firm, corporation, or other organization, and either party is not informed of or is unaware of the concluded transaction, the party concluding the transaction hereby agrees and guarantees to pay any and all commissions and fees earned or received in connection with the transaction to the uninformed party.
11. All moneys due and owing from any party will be irrevocably and unconditionally guaranteed to be paid without legal impediment upon request.

PERIOD OF THE AGREEMENT

12. The term of this Agreement shall be Two (2) years from the date of its execution and is irrevocable and non-cancellable during that time. It shall apply to any and all transactions between the signing parties themselves or between a signing party and a non-signing third party resulting from an introduction by one signing party to the other signing party, regardless of the success of any specific transaction. The parties agree that the identities of third parties who are introduced under this agreement are the proprietary asset of the introducing party.

THE SCOPE OF THE AGREEMENT

13. This agreement shall be binding on the parties, their successors and assignees, including any business entity in which a party has an ownership interest and shall include any proprietorship, company, firm, corporation, LLC, partnership or other business entity of which the party is an employee, member, officer, partner, agent, friend or family member. Furthermore, this agreement shall also bind any other entities associated with any party to this agreement.

DISPUTE RESOLUTION AND CHOICE OF LAW

14. All disputes arising out of or in connection with this Agreement shall be finally settled under the rules of arbitration of the 'International Chamber of Commerce (ICC)' by one or more 'Arbitrators' appointed in accordance with said rules. All such arbitration awards shall be binding on all Parties and enforceable at law.
15. In the event that either of the parties' resorts to legal action against the other, the prevailing party shall be entitled to reimbursement from the other party for all reasonable attorney fees and other costs incurred in such action or arbitration.

ENTIRETY OF AGREEMENT

16. This agreement contains the entire agreement and understanding concerning the subject matter hereof and supersedes all prior negotiations and proposed agreements, written, or oral. No party may alter, amend, nor, modify this agreement except in writing signed by all parties, or their duly authorized representatives.
17. In the event any one or more of the provisions of this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, the remainder of this agreement shall not be affected thereby.

18. This agreement can be executed and becomes legally binding by the parties providing their signature herein below or by indicating by any other electronic means (including by way of an email) to be legally bound by this agreement and shall have the same force as the original of this agreement.

SPECIFICATION OF THIS AGREEMENT

19. This agreement between parties sees to the following:

Asset (_____) Controlling and Originating Entity shall protect any commission agreed between all parties.

Signature: _____

Name of party # 1: Global Enterprise ELL Inc.

Signatory's name: Carlos A. Llorens

Position in Company: Owner/President/COO

Date of signature: _____

Signature: _____

Name of party # 2: _____

Signatory's name: _____

Position in Company: _____

Date of signature: _____