

Dated Day Month Year

(1) OS4 Middle East L.L.C – FZ

And

(2) Name of the company

NON-CIRCUMVENTION & NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is dated..., April 2024 and is made **BETWEEN:**

- 1) OS4 Middle East L.L.C-FZ, company incorporated in Meydan Free Zone in Dubai, with registration number 2415731.01, and registered address, The Meydan Hotel, Grandstand, 6th Floor, Meydan, And Al Sheba Road, Dubai, United Arab Emirates, hereby represented by its Shareholder and Managing Director Jose Carlos Guimaraes Do CANTO MOREIRA (“**Partner 1**”); and;

- 2) Name of the company..., a company registered in..., with registration number..., address..., represented by its Managing Director Mr..., (“**Partner 2**”);and;

(each “**Party**” and together “**Parties**”)

WHEREAS:

- A) **Partner 1** has a large network of suppliers/ buyers for the main world commodities, and also specialized in procurement for the same type of products.
- B) **Partner 2** needs to mention the company core business
- C) Considering that both Parties wish to celebrate this agreement in order to define certain parameters of future legal obligations. The Parties are engaged and bound by a duty of trust in their sources, which allows the free exchange of information/ fundamental documents and/ or the free exchange of ideas and/or confidential discussions in the context of possible business opportunities or projects that one of the parties makes available to the other, as well as the contacts that each party facilitates to carry them out, even though neither Party is registered or associated with the International Chamber of Commerce, this obligation is in accordance with the Convention of the International Chamber of Commerce [ICC.500].

- D) The purpose of this instrument is to establish an internationally recognized non-disclosure and non-circumvention agreement between the participating parties. This and future transactions will be carried out under the guidelines of the International Chamber of Commerce.
- E) The undersigned Parties wishes to enter into a business relationship for the mutual and common benefit of the Parties hereto, including their employees, affiliates, subsidiaries, shareholders, joint ventures of partners, business partners and other associated organizations (hereinafter referred to as "Affiliates").

Therefore, in consideration of mutual promises, affirmations, and covenants herein and other good and valuable considerations the receipt of which is hereby acknowledged, the parties have agreed to cooperate and establish this contract pursuant to the following terms and conditions of this agreement:

TERMS AND CONDITIONS OF THIS AGREEMENT

1. Special Definitions (There are no expressions or any words to be clarified on this agreement)
2. The parties and/or their affiliates of any nature shall not, in any way, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor shall they in any way access, carry out requests and/ or enter into any transaction with such sources, without the specific permission of the party who made such sources available.
3. The parties shall maintain complete confidentiality with respect to the business of the other party and/or its affiliates and shall only disclose knowledge relating to these specifically named parties as permitted by the interested party, unless expressly agreed upon and granted written permission from and by the party who made the source available. Parties irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly, to any third party, any confidential information provided by one Party to the other, or otherwise acquired, particularly, contract terms, product information, or manufacturing processes, prices, fees, financing arrangements, schedules, or information concerning the identity of sellers, producers, buyers, facilitators, lenders, borrower brokers, lenders, distributors, refiners, manufacturers, technology owners, or the representatives, and specific individual names, addresses, principals, fax/ telephone numbers, references, product or technology information, confidential and/or other information, advised by one Party (s) to another

as being privileged, without the prior specific written consent of the Party (s) providing such information. Confidential information shall not include any information that:

- 3.1 As rightfully known to the receiving party without restriction before receipt from the disclosing party as evidenced in writing;
 - 3.2 Is rightfully disclosed to receiving party without restriction by a third party as evidenced in writing;
 - 3.3 Is or becomes generally known to the public through no fault of receiving party;
 - 3.4 Is required to be disclosed by valid governmental or judicial order. The terms and conditions of any transaction or possible transaction between the parties, the fact that disclosures, evaluations, or discussions are taking place, and the status and results thereof are all confidential information.
4. The receiving Party accepts that, all rights to the information (especially property rights, intellectual and industrial property rights, plans, projects, designs, patents, utility models, business plans, character certificates, financial or transformation information, reports Expert opinions or appraisals, presentations or files, reports, letters of interest or intent, offers, contracts and draft contracts) made available to the disclosing Party shall be the property of the Disclosing Party.
 5. The parties will not circumvent each other in any way and/or attempt to circumvent the other and/or either party involved in any of the transactions that the parties wish to enter, and the best and established ownership information will not be altered.
 6. Either Party will not disclose to third parties the contacts disclosed by the other Party, as it fully acknowledges that such information and the contacts of the disclosing Party are proprietary to the disclosing Party and that the receiving Party will not enter into any direct and/or indirect offers, negotiations and/or transactions with the contacts disclosed by the disclosing Party which has made such contacts available to the receiving Party.
 7. Compensation equal to the maximum service to be obtained from such transaction, plus any and all expenses, including any and all legal fees incurred in lieu of recovery of such compensation.
 8. All considerations, benefits, bonuses, participation, export fees and/or benefits, commissions received as a result of contributions from interested parties' specific agreements, for each

transaction will be available and/or presented to recipients on the same day due and payable under each and every transaction, unless otherwise agreed.

9. All Parties agree that the provisions of this Agreement apply to all current and all future dealings and transactions, contracts, new contracts generated from the same Parties or new parties derived from the same Parties after introduction by either Party hereto, their extensions, additions, renewal, roll-overs, continuations, amendments, renegotiations parallel contracts / agreements, third party assignments, introductions, proposed bids or contracts contemplated and in progress to date, or other transactions between any Party or Parties within the chain or contacts or introductions of the Parties in the procurement of sales, purchases, financing or beneficial contracts to or for the advantage of any Party or Parties hereto and arising from the efforts, directly or indirectly of any of the Party or Parties hereto or said entities notified in writing to the office of any of the other Party or Parties hereto.
10. This agreement is valid for ten years from the date of signature, for each and every transaction between the parties herein, with renewal to be agreed between the signatories. It shall enter into force immediately from the date of its signature by all parties.
11. No variation to this Agreement shall be effective unless in writing signed by a director or other duly authorized officer of each of the Parties hereto.
12. Assignment, neither of the Parties will be entitled to assign and/ or transfer all or any of its rights and/ or obligations under this Agreement without the prior written consent of the other Party.
13. It is further agreed that any controversy, claim, and dispute arising out of and/ or relating to any part of the entirety of this agreement or breach thereof and not resolved between the signatories themselves, shall be resolved and binding by any arbitration in accordance with the laws of England. Any decision and/ or award made by the arbitrators shall be final, conclusive, and binding on the Parties and the applicable law in the country of choice of an award by the arbitrators. In case of dispute, the English language shall prevail. The arbitration will take place in United Arab Emirates Dubai court or DCCI (Dubai Chamber Of Commerce And Industry) will be governed exclusively by the laws of the UK. In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, controversy, claim, and dispute arising out of and/ or relating to any part or the entirety of this agreement or breach thereof and not resolved

between the signatories themselves, the Parties shall first seek settlement of that dispute by mediation in accordance with the Mediation Rules of the DIAC (Dubai International Arbitration Centre), which Rules are deemed to be incorporated by reference into this clause. If the dispute is not settled by mediation within fifteen days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The language to be used in the mediation and in the arbitration shall be English. The governing law of the contract shall be the substantive law of United Kingdom. In any arbitration commenced pursuant to this clause, (i) the number of arbitrators shall be one (ii) the seat of arbitration shall be Dubai. In order to proceed with arbitration at DCCI one of the Parties should be registered at Dubai Chamber Of Commerce And Industry and this agreement should follow the rules and legislation of DCCI (Dubai Chamber Of Commerce And Industry) or DIAC (Dubai International Arbitration Centre) or LCIA (London Court Of International Arbitration).

14. This Agreement shall be legally binding on the parties hereto, their respective heirs, directors, executors, their successors and assigns to:
 - 14.1 Non-circumvention damages, i.e., commissions, fees or total profits that been due, and;
 - 14.2 Any loss suffered by the non-breaching party as a result of such breach, and;
 - 14.3 All expenses incurred in the application of any right of legal remedy based on or arising there from agreement.
15. Signing this agreement shall be deemed an enforceable and admissible executed agreement for all purposes that may be necessary under the terms of this agreement. Signatures of this agreement received by fax, mail and/or email shall be deemed an executed contract.
16. Both signatories acknowledge that they have read, and each party fully understands the terms and conditions contained in this agreement, and by their initials and signature unconditionally accept its terms as of the date indicated herein.
17. This agreement may be signed by one or more previously agreed counterparties and the parties agree that facsimile copies of this agreement shall be deemed to be legal originals and signatures therein shall be a legal and binding agreement.

18. This contract contains all agreements made by the parties with respect to the duty of confidentiality contemplated herein. It shall prevail over any other statements and conditions contained in any correspondence or negotiation. All subsequent modifications and additions shall be deemed invalid unless made in writing.
19. Neither party shall be obligated under this agreement to enter into any other agreement with the other party, either during or after the expiration of the term of this agreement. However, if needed, the commitment to maintain the confidentiality of the Information shall not prevent the parties from reassigning employees participating in the project to different tasks at any time.
20. If any part of this agreement or any of its addenda becomes void, invalid, or unenforceable for any major force reason, it shall not affect the validity of the remainder agreement or any of its supplements/ addendum. The parties shall interpret and shape this agreement so that the main purpose of the agreement can be achieved to the extent possible.
21. Especial Clauses:

Special Clauses need to be mentioned on this point. If there are no special clauses, we mention
NO SPECIAL CLAUSE TO THIS AGREEMENT
22. Total pages of this agreement 8 (Eight pages), including signatures and passports tables.

PARTNER A: ACCEPTED AND SIGNED UNCHANGED

Company name and site:	OS4 Middle East L.L.C-FZ	
Registration Number:		
Address:	Dubai The Meydan Hotel Grandstand 6th floor Meydan Nad Al Sheba Road Dubai United Arab Emirates +971 5444 80 798	
Country:	United Arab Emirates (United Arab Emirates)	
Legal representative:	Jose Carlos Guimaraes do CANTO MOREIRA	
Position:	Shareholder Managing Director	
Passport number:		
Nationality:	Portuguese	
Email:	jose.moreira@os4group.com	
Contact:	(UAE) +971 5444 80 798 (PT)	
Signature and Company Stamp:		Date:
Copy of passport:		

PART B: ACCEPTED AND SIGNED UNCHANGED

Company name and site:		
Address:		
Country:		
Legal representative:		
Position:		
Passport number:		
Nationality:		
Email:		
Contact:		
Signature and Company Stamp:		Date:
Copy of passport:		

THE END OF THIS AGREEMENT