

NON CIRCUMVENTION NON DISCLOSURE AGREEMENT
(NCND)

PLEASE NOTE THAT THIS DOCUMENT WILL ONLY BECOME VALID ONCE DULY FILLED,
INITIALED & SEALED BY ALL PARTIES INVOLVED

Between:

BUYER'S NAME: _____ PASSPORT ID: _____

COMPANY: _____

ADDRESS: _____

PHONE: (_____) _____ FAX :(_____) _____

E-MAIL: _____ SITE : _____

And

Me Gérard Pierre, avocat

DE LOUYA PIERRE MARKAKIS

428, rue Saint-Pierre, Bureau 10, Montréal (Québec) H2Y 2M5

Tél. : (514) 286-9889 poste 222 Téléc. : (514) 286-9339 Cell. : (514) 686-1119

1) Person's Full Name: **Michael Bensoussan - Clifford Bissainthe**

2) Company's Name: **BCM Global Traders Inc**

For and in consideration of their mutual promises, assertions and covenants set forth herein, whereas the parties herein mentioned below (Signatory of this Agreement) are mutually desirous in working together for their common benefit, and parties agree to abide by the following terms and conditions.

1. The parties shall not in any manner solicit nor accept any business from sources or their affiliates that are made available by the other party or parties to this agreement at any time without the express permission of the party or parties who made the source available

2. The parties shall maintain complete confidentiality regarding each other's business sources or their identities and shall disclose such only to named parties pursuant to the express written permission of the party who made available the said source.
3. The parties shall not in any way whatsoever circumvent or attempt to circumvent each other or any parties involved in any of the transactions the parties are desirous of entering into, and to the best of their abilities assure one another that the original transaction codes established will not be altered or changed.
4. The parties shall not disclose any names, addresses, telefax or telex numbers or email of any contact revealed by any party to a third party, and each signatory recognises such contacts to be an exclusive and valuable contact of the respective party or parties, and they shall not enter into direct negotiations or transactions with such contacts revealed by the other party or parties.
5. Neither party shall avoid payment of due fees, commissions, and other remuneration's in anyway whatsoever. In the event of circumvention by any party or indirectly, the circumvented party shall be entitled to legal monetary penalty equal to the maximum amount it should realise from such a transaction and any and all expenses, including, but not limited to legal fees, that would be involved in the recovery of said funds.

Initials: _____

X Initials: _____

Page 2 of NCND

6. All considerations, benefits, bonds, participant's fees, and commissions received as a result of the contraction of the parties to this agreement relating to any and all transactions will be allocated as mutually agreed to.
7. The agreement is valid for any and all transactions, renewal, extensions, and roll over, etc, between the parties and related principals and is hereto enforceable in any International or Canadian Court, as the exclusive venue. The duration of this agreement shall be for a period of five (5) years from the above mentioned date unless otherwise extended.
8. Any section or clause of this agreement that is deemed by a court of competent jurisdiction to be unenforceable or non-binding shall not have any effect on any of the remaining sections or clauses.

THE PARTIES HAVE EXECUTED THIS AGREEMENT AT THE ABOVE MENTIONED DATE

MANDATE _____

Name: Michael Bensoussan

Printed Name

X Signature

Date: _____

BUYER _____

Name:

Printed name

X Signature

YOU'RE FAITHFULLY,

BCM
Michael Bensoussan
Président .

Buyer
Name / Position