

NON-CIRCUMVENTION/NON-DISCLOSURE AGREEMENT

This agreement, hereinafter referred to as the “Agreement” is made and entered into this ____ day, of _____, 20__, by and between **Power Holdings and Management Corp.**, a US corporation, state of New York and _____ the disclosing Party, _____, the “Receiving Party, jointly referred as the “Parties”.

WHEREAS, The “Parties” wish to enter into a mutual agreement for the purpose of preventing the unauthorized disclosure, circumvention and use of confidential information.

NOW THEREFORE, in consideration of the mutual covenants, warranties, terms, and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the “Parties” herein and hereby agree as follows;

SECTION 1. REPRESENTATIONS & WARRANTIES.

The “Parties” herein under penalty of perjury and with full personal and corporate responsibility, make the following representations and warranties.

a) POWER TO EXECUTE, PERFORM & DELIVER.

The ‘Parties’ declare that they have all necessary legal power and capacity to execute, deliver and perform any and all obligations that are to be performed within the covenants of this “Agreement”. This “Agreement” is been duly and validly executed and delivered, and is the valid and binding obligation of all “Parties” herein.

b) NO VIOLATION OF INTERNATIONAL LAWS & DECREES.

The execution, delivery and performance, of this “Agreement” is not prohibited, and is not violating any international business laws, rules, regulations, judgments, decrees or any business requirements to which the “Parties” herein are individually subject to.

c) NO GOVERNMENTAL CONSENT.

No governmental consent, approval, order or authorization is required for the execution, delivery and performance of this “Agreement”, for the “Parties” herein.

Initialed by ____ & ____

Page 1

d) COMPLIANCE WITH INTERNATIONAL LAW.

Neither the execution, delivery or performance of this “Agreement” will conflict with, or result in a breach of, or default under, any provisions of any contract, agreement, law, order, ruling, certificate, license, regulation or demand of any court, agency or tribunal to which the “Parties” herein are subject to.

e) ACCURACY OF INFORMATION FURNISHED AND RECEIVED.

No documentation, warranty or written representation furnished, or to be furnished on behalf of any and all “Parties” pursuant herein, contains untrue statements of fact. Nor are any of the “Parties” herein, omitting, or would omit material and facts that may jeopardize the submitted information by intentionally misleading the “Parties” herein. All written representations, warranties, and documents are to be disclosed to the “Parties” herein in an attempt to, clarify and reveal all known pertinent documentation to this “Agreement.”

SECTION 2. NON-CIRCUMVENTION REQUIREMENTS.

The “Parties” herein under penalty of perjury and with full personal and corporate responsibility, commit to;

a) WRITTEN PERMISSION.

The “Parties” agree that not them or their partners, or any of their subsidiaries, directors, officers, employees, agents, consultants, associates or any person or persons, entity or entities associated with, shall not meet with, deal or become involved in any and all transactions covered by this “Agreement”, without the express written permission of all “Parties” herein.

b) INDEMNIFICATION.

The “Parties” herein, will take all the necessary actions and precautions not to circumvent or become involved in the circumvention of any and all transactions covered by this “Agreement”.

The “Parties” understand and acknowledge that any type of circumvention or evasion of this “Agreement” may cause irreparable ethical and financial harm. The injured “Party” shall have the right to apply to a court of competent jurisdiction, for all incurred financial losses, damages, claims and expenses, including without limitations attorney’s fees and court costs suffered as a result of any such breach. The “Party” has the right to impose a restricting order, in order to stop any further circumvention.

SECTION 3. CONFIDENTIALITY & NON-DISCLOSURE REQUIREMENTS.

The “Parties” unanimously agree to the following terms and conditions regarding confidential information, and non-circumvention of said information

Initialed by _____ & _____

Page 2

a) CONFIDENTIALITY.

The “Parties” herein are to treat any and all unwritten/written documentation in the strictest of confidence. And in trust for the sole and exclusive benefit of the “Parties” herein.

b) WRITTEN PERMISSION.

Prior written permission is essential to be obtained by any and all “Parties” in case that any and all information needs to be disclosed for the benefit of any and all transactions, covered by this “Agreement”.

c) DISCLOSURE.

Access to any and all documentation on any and all transactions covered by this “Agreement” will be provided only to those persons who clearly need such access, in order to assist or participate on behalf of any of the “Parties” herein in the analysis and negotiations of a business relationship. The “Parties” herein are under legal obligation to advise any and all persons and/or corporations, to whom access to any information, (pursuant to the forgoing sentence) that such persons are strictly prohibited to use any of the confidential information, or make any use of said information by publishing or otherwise, disclosing to others or permitting them to use said information for their personal financial or intellectual gain.

d) PUBLIC INFORMATION.

The “Partner’s obligations hereunder, shall Not extend to any and all information which has been declared “Public Domain”, prior to the signing of this “Agreement”.

SECTION 4. AMENDMENT.

This “Agreement” may not be amended or modified except in writing which is to be executed by all “Parties” herein.

SECTION 5. SURVIVAL OF REPRESENTATIONS & WARRANTIES.

All warranties, representations, indemnities and other contractual agreements, of each “Party” contained herein shall survive the execution as delivery of this “Agreement”.

SECTION 6. RIGHTS & OBLIGATIONS OF THIRD PARTIES.

Nothing in this “Agreement”, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this “Agreement” on any person other than the “Parties” herein and their respective successors and assigns, nor is anything in this “Agreement”

Intended to relieve or discharge the obligations or liabilities of any third “Party” to any “Party” in this “Agreement”, nor shall any provision give any third “Party” any right of subrogation or legal action, against any “Party” to this “Agreement”.

Initialed by _____ & _____

Page 3

SECTION 7. NOTICES.

Any and all written notices, requests, consents, or other communications in reference to this “Agreement” and any and all transactions covered herein, shall be submitted by registered mail or certified first class mail, return receipt requested, prepaid postage of delivered personally. All correspondence is to be addressed as follows;

If address to: Power Holdings And Management Corp.
14 Wall Street
20th Floor
New York, NY 10005

If address to:

Or to such other address /addresses that may be designated at the time, by the “Parties” herein. Notices received by mail, shall be deemed effective with in 72 hours form the time it has been received.

SECTION 8. COUNTERPARTS.

This “Agreement” may be executed in any number of counterparts, each when executed and delivered becomes an original, but all such counterparts constitutes one and the same instrument.

SECTION 9. EXPENSES.

Except as provided herein, each “Party” shall bear and pay its own expenses, fees and taxes incurred in connection with any and all transactions covered by this “Agreement”. Unless there is a mutual understanding of reimbursement on expenses, that will be deducted at closing from any and all profits.

SECTION 10. ATTORNEY’S FEES.

If any action at law is brought to enforce or interpret the provisions of this “Agreement”, the prevailing “Party” shall be entitled to recover court costs and any and all attorney’s fees in addition to any other financial relief to which it may be entitled.

SECTION 11. GOVERNING LAWS.

The validity of this “Agreement” and any and all of its terms and provisions, as well as the rights and duties of the “Parties” pursuant to this “Agreement” is governed by the laws of the “Parties” individual jurisdiction and/or the laws of the United States.

Initialed by _____ & _____

Page 4

In case the “parties” herein happen to reside across international borders, that action will be taken via the International Court for Settlement. This “Agreement” is valid for the period of 5 years form the date herein, and is renewable based on future transactions at the time of the expiration date.

IN WITNESS HEREIN: The “Parties “herein acknowledge that, he/she has read this document carefully, and he/she understands and agrees that its execution constitutes the acceptance of all of its mutually protective terms and conditions, and is lawfully binding upon all “Parties”, their legal representatives, heirs, successors and assigns.

Disclosing Party

Signature: _____
(Name / Title)

Company: _____
(Company or Organization)

Address: _____

Contact Info:

Phone: _____

Fax: _____

Email: _____

Initialed by _____ & _____

Receiving Party

Signature:

Authorized Signatory

Company: Power Holdings And Management Corp.

14 Wall Street
20th Floor
New York, NY 10005

Contact Info: 1 212 618-1682 phone
1 516 568- 5246 e-fax

info@powerholdingsandmanagement.com

Initialed by _____ & _____

CONFIDENTIAL