Non-Circumvention / Non-Disclosure Agreement (the “Agreement”)

Drafted on the \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_ 2024,

**By and Between**

 **Party “A”**

 **Address**

 **Email**

 (Hereinafter referred to as **“Party A”**)

 **Represented By**

**Email**

 **Position**

 **Phone number**

 **Passport Nº**

**Country of Issue**

**Date of expiry**

**And**

 **Party “B” SORBUS LLC**

 **Address**

 **Email**

 (Hereinafter referred to as **“Party B”**)

 **Represented By Maurizio Pioli**

 **Email M.Pioli@Sorbusllc.com**

 **Position**

 **Phone number**

 **Passport Nº**

**Country of Issue**

**Date of expiry**

Collectively referred to as the “Parties” for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The Parties agree to establish a confidential relationship with respect to the disclosure by one or each (the “Disclosing Party”) to the other (the “Receiving Party”) of certain proprietary and confidential information (the “Confidential Information”).

Whereas both Parties, the Disclosing Party, and the Receiving Party, jointly and separately have developed relationships with a huge number of business contacts, business Groups, Partnerships and Corporations, Mandatories, Traders, Brokers, Intermediaries and Governmental Agencies, and as part of this relationship, the Parties have developed and maintained certain confidential and proprietary information including but not limited to: Structured products, securities, financial assets, proof of funds, auditors reports, lawyers reports, financial statements business purchases, Banking Information, business Consultation and the Purchase / Sale / Investments of Projects, power generation projects, new energy projects, commodities trading, renewable energy and other confidential information, all of which belong to and is the property of each of the Parties and which both Parties consider trade secrets, and whereas the Parties have discussed the Structured products, securities, financial assets, proof of funds, auditors' reports, lawyers’ reports, financial statements, Business Consultations and the Purchase / Sale / Investments of Various Projects, power generation projects, new energy projects, commodities trading, renewable energy and other Confidential Information described above, and a potential business relationship related thereto. The Parties now desire to provide to one another certain Confidential Information related to the Products and other potential Business transactions, and

Whereas both Parties, the Disclosing Party, and the Receiving Party desire to review Confidential Information and to provide to one another, certain of their confidential information relating to their operations and relationships with certain Companies, Mandatories, Traders, Brokers, and Intermediaries (also the “Confidential Information”), all of which belong to and is the property of the Disclosing Party and the Receiving Party and which both Parties consider trade secrets, and

All the Parties desire to preserve the confidentiality and proprietary nature of the Confidential Information and preserve the same for the use and benefit only of the Parties.

Now therefore, in consideration of the mutual promises and undertakings set forth in this Agreement, the adequacy and sufficiency of which are specifically acknowledged, the Parties agree as follows:

1. [**Confidential Information**](https://nondisclosureagreement.com/mutual.html#confidential_information)**:** For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value, financial support or other utility in the business in which Disclosing Party is engaged.
2. [**Exclusions from Confidential Information**](https://nondisclosureagreement.com/mutual.html#Exclusions): Receiving Party’s obligations under this Agreement do not extend to information that is: **(a)** publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; **(b)** discovered or created by the Receiving Party before disclosure by Disclosing Party; **(c)** learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or **(d)** is disclosed by Receiving Party with Disclosing Party’s prior written approval.
3. **Non-Circumvention:** All of the undersigned agree that neither they, nor any officer, director, shareholder, employee, partner, company, subsidiary, affiliate, representative or agent of the undersigned will use the Confidential Information which the Parties/Companies deliver, make available or disclose, to circumvent or bypass any and all of the Parties herein, in order to, directly or indirectly, either separately or with any other person, firm or entity, pursue business opportunities related to the projects or transactions which are identified, discussed or disclosed amongst the Parties herein as Confidential Information.
4. **Non-Disclosure:** The undersigned Parties, their officers, directors, shareholders, employees, partners, parent companies, subsidiaries, affiliates, representatives, consultants, assignees, family and heirs, agents or legal counsel agree not to make any public disclosure that the Parties have, or have had discussions regarding the products referenced herein, provided that either Party may make such disclosure if it is required to make such disclosure by applicant law.
5. **Ownership of Confidential Information:** The Parties acknowledge that their respective Confidential Information is owned solely by them; that it constitutes trade secrets; that it shall remain their exclusive property; and that the unauthorized disclosure or use of such Confidential Information will cause immediate, irreparable harm.
6. **Return of Confidential Information:** Either Party shall upon the request of the other Party; immediately return all written or tangible Confidential Information, including any information or material developed there from, and all copies thereof.
7. **Time Period:** For a period of five **(5)** years from the date of this agreement including subsequent follow up repeat, extended or re-negotiated transactions, as well as to the initial transaction regardless of the success of the transaction; neither Party nor any of their respective officers, directors, shareholders, partners, parent company, subsidiaries, affiliates, representatives, clients, agents or legal counsel will disclose, make accessible, or permit to be disclosed to any physical and/or legal person, firm, or entity, any Confidential Information of the other Party. However, the Parties agree that any disclosure of one Party’s Confidential Information would be possible upon prior written consent from that Party.
8. [**Relationships**](https://nondisclosureagreement.com/mutual.html#Relationships): The Parties hereto shall not be deemed to be Partners or Joint Ventures and no Party shall be liable for any other Party's commitments or liabilities resulting from execution of this Agreement.
9. **Intermediary:** In the case of an Intermediary between one Party and the Client, Owner of a project, owner of an asset, or any other Company, an NCNDA should be signed between the Party and the intermediary. By signing the NCND Agreement, the Intermediary will secure his commission. This NCND Agreement must be shared by the parties and become an Addendum of this agreement.
10. **Effective Date:** This Agreement shall come into effect when the Parties have signed the present document, full signature in the last page and short signatures in each one of the pages.
11. [**Severability**](https://nondisclosureagreement.com/mutual.html#Severability): If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement should interpretate so as best to protect the intention of the Parties.
12. **Legal Authority:** The Parties agree that this Agreement is governed and construed in accordance with the laws of Delaware state of United States of America*.*
13. **Arbitration:** The Parties will try to settle all disputes amicably. Either Party may serve notice on the other requiring any dispute to be solved within thirty **(30)** days, after such notice and, if not settled, to refer it to Delaware Court.
14. [**Integration**](https://nondisclosureagreement.com/mutual.html#Integration): This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement would not be modified except in writing signed by both Parties, despite of the fact that the Parties agree to accept that all e-mails and his attachments are Appendices of this agreement, as specified in the clause number 20.
15. **Waiver**: No waiver or default of any of this Agreement by any Party shall be implied from any omission of such Party to act legally against the defaulting Party. One or more waivers of any covenant, terms, or condition of this Agreement by any Party shall not be considered, to be a waiver of render unnecessary consent or approval of said Party of any subsequent or similar acts or omission.
16. **Miscellaneous:**
17. Notices or communications under this Agreement shall be sent to the respective Party hereto by e-mail to the address shown on the first page of this Agreement.
18. The ICC 2013 revision, publication UCP 600 shall apply to this contract as well as INCOTERMS-2020 as published by the International Chamber of Commerce.
19. This Agreement between the Parties refers to the ICC General Conditions for Occasional Intermediary Contracts, Non-Circumvention and Non-Disclosure Agreements or similar rules, with ICC Publication No. 769E.
20. No modification of this contract (NCND Agreement) is valid, unless agreed or evidenced in writing by the Parties.
21. **Electronic Transmissions**: **EDT** (Electronic Document Transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall:
22. Incorporate **US Public Law 106-229**, “Electronic Signatures in Global and National Commerce Act” or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001), and

1. Electronic Commerce Agreement **(ECE/TRDE/257, Geneva, May 2000)** adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
2. EDT documents shall be subject to **European Community Directive No. 95/46/EEC**, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments.
3. [**Successor and Assigns**](https://nondisclosureagreement.com/mutual.html#Successor): This Agreement and each Party’s obligations shall be binding on the representatives, assigns and successors of such Party.
4. **Language:** This Agreement has been prepared in **[English].** In the event of any inconsistency, the **[English]** version shall apply and be binding upon the parties.
5. The Agreement comprises the present document, Appendices and Addendums. Each e-mail with attached documents requested or required to go forward (partially or totally) with an operation or transaction, is accepted by the parties as an Appendices to this agreement.

**SIGNATURE OF THE PARTIES**

In witness thereof, the Parties on this the 20**th** day of May **2024** have set their hands to this Agreement, whereas all the undersigned understand, and agree to the terms and conditions herein and accept this Agreement as a legally binding instrument upon all the undersigned.

**Party “A”:**

Authorized signatory for and on behalf of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE: \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024**

**Party “B”: SORBUS LLC**

Authorized signatory for and on behalf of: **SORBUS LLC**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Maurizio Pioli – Director**

**DATE: \_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2024**