

NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT – NCND

The Parties described below:

(“**SELLER**”), <name of the selling company>, <company country>, with headquarters <xxxx>, represented by its Representative <name>, <position>.

(“**BUYER**”), <name of the buying company>, <company country>, with headquarters <xxxx>, represented by its Representative <name>, <position>, and

(“**INTERMEDIARY**”), **REOBOTE AGRICOLA LTDA.**, a Brazilian company headquartered in the city of Cesario Lange, in the state of São Paulo, Brazil, represented by the Executive Director.

SELLER, BUYER, and INTERMEDIARY are hereinafter together referred to as “The Parties” and individually as “Party”.

Whereas the parties mutually wish to do business related to the sale and purchase of **Brazilian commodity**.

Whereas the **Intermediary** is responsible for connecting the **Buyer** and the **Seller**.

Whereas the parties exchange confidential information during the term of the agreement.

The parties decide and sign the present agreement **NON-CIRCUMVENTION AND NON-DISCLOSURE WORKING AGREEMENT - NCND**, in the following terms and conditions.

Article 1 - GENERAL CONDITIONS

1.1 This agreement is made and entered into on this date, shall obligate the undersigned parties and their partners, associates, employers, employees, affiliates, subsidiaries, parent companies, any nominees, representatives, successors, clients and assigns hereinafter referred to as “**The Parties**” jointly severally, mutually, and reciprocally for the terms and conditions expressly state and agree to below.

1.2 This agreement may be referenced from time to time in any document(s) or written agreements that may be entered into between “The Parties”.

1.3 The terms and conditions of this agreement apply to any exchange of written or verbal information between “The Parties”, involving, without limitation, financial information, personal or corporate names, technical and commercial conditions, values of sale of goods, commission values, contracts initiated by or involving the parties and any addition, renewal, extension, alteration of extension, renegotiations, or new contract for the purchase/sale of a Brazilian commodity.

1.4 The documents which are going to follow this agreement like Letters of Intent (LOI), Soft Corporate Offer (SCO), Irrevocable Corporate Purchase Order (IPCO), Bank Comfort Letters

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(BCL), Full Corporate Offers (FCO), contract terms and conditions, banking details or pre-advised payment instruments and/or any information contained in such documents will not be passed, under any circumstance, onto another intermediary or broker or trader or whatever company or private persons who are not end receivers or end suppliers without prior specific written consent of the party(s) providing such information.

1.5 No modification of this contract is valid, unless agreed or evidenced in writing.

Article 2 - GOOD FAITH AND FAIR DEALING

2.1 In carrying out their obligations under this Agreement, the parties will act in accordance with good faith and fair dealing. The provisions of this Agreement, as well as any statements made by the parties in connection with it, shall be interpreted in good faith.

Article 3 - NO AUTHORITY TO BIND THE COUNTERPART

3.1 Unless otherwise agreed in writing, the parties have no authority to make contracts on behalf of, or in any way to bind the counterpart towards third parties.

3.2 This agreement in no way shall be construed as being an agreement of partnership and none of "The Parties" shall have any claim against any separate dealing, venture or assets of any other party or shall any party be liable for any other.

Article 4 - SERVICES PROVIDED BY THE INTERMEDIARY

4.1 The Intermediary will be responsible for negotiating the purchase and sale of Brazilian commodity between the Buyer and the Seller, hereinafter referred to as "Transaction", providing the necessary advice so that the deal is carried out in good conditions for all Parties.

4.2 The Intermediary services include:

- a) receipt of the Buyer's Letter of Intent (LOI), analysis of the LOI with the standards established by the Intermediary.
- b) contact with the Seller to present the LOI and obtain the technical and commercial conditions applicable to the "Transaction".
- c) the analysis and identification of the best logistical alternatives for serving the Buyer.
- d) the issuance of a Soft Corporate Offer (SCO) from the Intermediary to the Buyer, specifying the technical and commercial conditions offered by the Seller in the "Transaction".

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- e) receipt of the Irrevocable Corporate Purchase Order (IPCO) and the Banking Comfort Letter (BCL), sent by the Buyer to proceed with the formalization of the "Transaction".
- f) analysis by IPCO and BCL in accordance with the standards established by the Intermediary and the Seller.
- g) assistance between the Seller and the Buyer for all formalities for the formalization of the Purchase and Sale Agreement (SPA) of the "Transaction".
- h) follow-up of the logistics of shipment of the commodity object of the "Transaction".
- i) any other action of its responsibility, necessary to complete the "Transaction" between the Seller and the Buyer.

Article 5 - REMUNERATION PAYABLE TO THE INTERMEDIARY

5.1 The Buyer and the Seller agree that the Intermediary shall receive remuneration for the services rendered that resulted in the "The Transaction".

5.2 The value of this remuneration or the criteria for its determination (for example, value per metric ton) must be agreed in writing, by mutual agreement between the Intermediary and the Party(ies) responsible for the payment(s) to the Intermediary.

5.3 This Remuneration Agreement will form an integral part of this Agreement, binding the Party(ies) responsible for payment to the Intermediary.

5.4 "The Parties" irrevocably and unconditionally agree and guarantee to honor and respect this remuneration.

5.5 Any type of negotiation between the Seller and the Buyer involving the commodity negotiated in the "Transaction" will be considered as an extension of this Agreement, being due to the remuneration agreed between the Intermediary and the Party.

5.6 Negotiation, for the purposes of item 5.5, includes, without limitation, a new purchase, extension, renegotiation, or any other form of business between the Seller and the Buyer that includes the commodity negotiated in the "Transaction".

5.7 In the event that Buyer and Seller do not reach an agreement to enter into the Purchase and Sale Agreement (SPA) with the help of the Intermediary, Buyer and Seller acknowledge that, in any other future agreement, which is concluded directly between them, remuneration will be due of the Intermediary, under the same conditions established in the first negotiation.

5.8 The condition provided for in item 5.7 will be in force for a period of 2 (two) years, counted from the last negotiation involving "The Parties" that has not been closed.

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6 - AGREEMENT NOT TO DISCLOSE

6.1 “The Parties” irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to a third party any confidential information provided by one party to the other or otherwise acquired, particularly contract terms, prices, fees, financial agreement, schedules and product information concerning the identity of the providers, receivers, lenders, borrowers, brokers, financier or their representatives and specifically individuals names, addresses, principals, or telex/fax/telephone numbers, and/or other information advised by one party(s) to be one another as being confidential or privileged without prior specific written consent of the party(s) providing such information.

6.2 “The Parties” further agrees not to disclose to third parties any Confidential Information disclosed to it by the counterpart in the context of this Contract, such as names of customers, sources of contacts, and business opportunities after the term or expiry of this Agreement.

6.3 Confidential Information means any information provided to the other party, as well as information whose confidential nature is so obvious that it need not be specified, provided that such information is not in the public domain.

7 - AGREEMENT NOT TO CIRCUMVENT AND / OR DEAL WITHOUT CONSENT

7.1 “The Parties” hereby legally, and irrevocably bind themselves into guarantee to each other that they shall not circumvent or attempt to circumvent, avoid, by-pass or obviate each other’s interest in an effort to gain fees, commissions, remunerations or considerations to the benefit of the one or more of “The parties” while excluding other or agree to benefit to any other party.

7.2 “The Parties” agree they shall not directly or indirectly interfere with procedures, providers, receivers, lenders, borrowers, brokers, financial instructions, financier or their representatives to change, increase or void directly or indirectly payments of established or to be established fees, commissions, or continuance of pre-established relationship or intervene in un-contracted relationships with attorney, or initiate buy/sell relationship or transactional relationship that by-passes one of “The Parties” to one another in connection with any ongoing and future transaction or project.

8 - AGREEMENT TO INFORM

8.1 In specific deals where one of “The Parties” acting as an agent allows the receivers or receiver’s mandate, and the provider to deal directly with one another, the agent shall be informed of the development of the transactions by receiving copies of the correspondence made between the receiver or receiver’s mandate and the provider.

8.2 Pursuant to item 5.7, Buyer and Seller undertake to formally inform the Intermediary of any transactions involving the purchase and sale of Brazilian commodity, which they may

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have carried out between themselves, without the assistance of the Intermediary, for the period provided for in item 5.8.

9 - BREACH OF AGREEMENT

9.1 If one of “The Parties” breach its obligations under this agreement, the aggrieved part(ies) will be entitled to recover the actual damages suffered because of such breach.

9.2 If the Counterpart concludes a contract with a third party in breach of this agreement, the damages suffered by the aggrieved part(ies) are assumed to be equivalent to the remuneration payable to the aggrieved part(ies) under this agreement on such business.

9.3 This agreement is valid for all transactions between the parties and the parties agree that any misuse of information provided in terms of the business relationship, notwithstanding anything contained herein, or any waiver or relaxation of any clause herein, shall entitle to (s) aggrieved party(ies) to adopt the relevant legal measures, in accordance with the provisions of item 14.

10 - DURATION OF THE AGREEMENT

10.1 This contract will be valid for two (2) years from the date of signature, automatically renewing for successive additional periods of two (2) years, unless terminated with prior notice before that date.

10.2 Prior notice of termination of the Agreement must be given in writing, via email communication, not less than six (6) months before the expiration date.

10.3 This agreement applies to:

- a) All transactions originating during the term of this agreement.
- b) All subsequent transactions that are follow-up transactions, repetition, extension, or renegotiation of transactions originated during the term of this contract.

10.4 The Parties elect the date of xx/xx/xxxx as the contract signature date, even if its effective signature took place on a different date.

11- FORCE MAJURE

11.1 A party shall not be considered or adjudged to be in violation of this agreement when the violation is due to circumstances beyond its control, including but not limited to act of God, civil disturbances and theft or appropriation of the privileged information or contract(s) without the intervention or assistance of one or more of “The Parties”.

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12 - APPLICABLE LAW

12.1 Any issues relating to this contract that are not expressly or implicitly resolved by its provisions will be governed, in the following order:

- a) by the 2010 UNIDROIT Principles on International Commercial Contracts.
- b) by the Brazilian legislation applicable to the situation, and
- c) by the principles of law generally recognized in international trade as applicable to international contracts with intermediaries.

13 - ARBITRATION

13.1 All disputes arising out of or relating to this contract will be finally resolved under the arbitration rules of the "International Chamber of Commerce (ICC)" by one or more "Arbitrators" appointed in accordance with the said rules.

13.2 Each award will be binding on "The Parties" and enforceable by law. By submitting the dispute to arbitration under these Rules, "The Parties" undertake to comply with any award without delay and will be deemed to have waived their right to any form of redress, to the extent that such waiver can be validly made.

13.3 Each of the "Parties" subject to the declared breach shall be responsible for its own legal expenses until a judgment is rendered or an agreement is reached, provided, however, that "That Party" is found to be in default by "The Arbitrator(s)" shall compensate the aggrieved party to pay its heirs, assignees and/or projects for the total remuneration received as a result of the business carried out with "The Parties" covered by this agreement, plus all its arbitration costs, legal expenses and others charges and damages deemed fair by "The Arbitrator(s)" to banks, credit institutions, companies, organizations, individuals, lenders or borrowers, recipients or suppliers that have been brought by the named party notwithstanding any other provisions of the sentence.

13.4 The arbitration will be held in Brazil, in English, and "The Arbitrator(s)" must observe the provisions of this Agreement and the applicable legislation as established in item 13.

14 - TRANSMISSION OF THIS AGREEMENT

14.1 The transmission of this agreement through telefax or e-mail shall be legal and binding.

15 - AGREE AND ATTESTED

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15.1 Each representative signs below guarantees that he/she is duly empowered by his/her respectively named company / mandate to enter and be bound by the commitments and obligations contained herein either as individual, corporate body or on behalf of a corporate body.

EDT (Electronic document transmissions)

EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: -

1- Incorporate **U.S. 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

2- **ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000)** adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).

3- **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**.


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“Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)”

1st Signature - SELLER		2nd Signature - BUYER		3rd Signature - INTERMEDIARY	
<i>Signatory's Full Name</i>		<i>Signatory's Full Name</i>		<i>Signatory's Full Name</i>	
<i>Passport No</i>		<i>Passport No</i>		<i>Passport No</i>	
<i>Company Name</i>		<i>Company Name</i>		<i>Company Name</i>	REOBOTE AGRICOLA LTDA.
<i>Position in Company</i>		<i>Position in Company</i>		<i>Position in Company</i>	Executive Director
<i>Company Address</i>		<i>Company Address</i>		<i>Company Address</i>	Benedito Fogaça Leite Sobrinho Road, 290 - Post Office Box 291 - Cesário Lange - São Paulo - Brazil - ZIP Codes 18285-000
<i>Phone</i>		<i>Phone</i>		<i>Phone</i>	+55 15 3042-0838
<i>Email</i>		<i>Email</i>		<i>Email</i>	sales@reobote.com.br
<i>Signature. -</i>		<i>Signature. -</i>		<i>Signature. -</i>	
<i>Company Seal</i>		<i>Company Seal</i>		<i>Company Seal</i>	
<i>Signed Date</i>		<i>Signed Date</i>		<i>Signed Date</i>	

END OF DOCUMENT

1st Signature - SELLER

2nd Signature - BUYER

3rd Signature - INTERMEDIARY