

MUTUAL NON-DISCLOSURE / NON-CIRCUMVENT AGREEMENT

This Non-Disclosure / Non-Circumvent Agreement ("Agreement") is made on *DATE+, and entered into by PETRO-BAAB, INC, and [INSERT COMPANY NAME HERE], a [INSERT STATE HERE] for-profit corporation.

1. CONFIDENTIAL INFORMATION. The parties hereto agree to transmit to each other Confidential Information for evaluation purposes only. Confidential Information is defined as information of any kind which is disclosed by either party hereto in oral, written, graphic, machine recognizable and/or sample form, and which is not excluded from any obligation of confidentiality by Section 3 below.
2. CONFIDENTIALITY. Each party hereto will hold in confidence and not use or disseminate the Confidential Information except to its employees with a need to know who will be involved in the evaluation and analysis of the Confidential Information, and furthermore, each party will use the same degree of care to avoid disclosure or unauthorized use of such Confidential Information as each such party uses with respect to its Confidential Information.
3. NONCONFIDENTIAL INFORMATION. Neither party hereto shall have any obligation with respect to non-disclosure and use of information to the extent such information:
 - A. is or becomes generally available to the public other than as a consequence of a breach of an obligation of confidentiality hereunder; or
 - B. is made public by the disclosing party; or
 - C. is received from a third party independent of the disclosing party without any breach by any party of an obligation of confidentiality; or
 - D. is required to be disclosed by operation of law or regulation applicable to a party.

Prior to making any disclosure of any Confidential Information pursuant to operation of law, the party proposing to make any such disclosure, if permitted, will provide advance written notice of the proposed disclosure. The party from whom such Confidential Information was obtained will then have the opportunity to challenge such disclosure through appropriate proceedings.

4. OWNERSHIP OF INFORMATION. All information furnished to one party by the other hereunder shall, unless otherwise specified in writing by the disclosing party, remain the property of the disclosing party; and the written information, and

any copies thereof, shall either be promptly returned to the disclosing party upon its written request or destroyed at the disclosing party's option.

5. **NO LICENSE OR PATENT RIGHTS.** Nothing contained in this Agreement shall be construed as granting any license or right to either party under any patent of the United States or a foreign country or otherwise.
6. **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION.** Upon request of the disclosing party, the receiving party shall return or destroy (and confirm such destruction in writing) the Confidential Information provided to the receiving party by the disclosing party.
7. **NON-CIRCUMVENT.** Both PETRO-BAAB, INC. and [INSERT COMPANY NAME HERE] hereby acknowledge and agree that they shall not, for a period of sixty (60) months from the date of introduction of any Agent, Broker, Lender, Investor, Distributor, Supplier, or Manufacturer or the closing of any contract with any Lender, Investor, Distributor, Supplier, or Manufacturer, conduct any business or consummate any transactions involving the introduced Agent, Broker, Lender, Investor, Distributor, Supplier, or Manufacturer except as agreed upon in writing by an authorized principal of [YOUR COMPANY'S NAME HERE] and [INSERT COMPANY NAME HERE]. In the event of any violation of this paragraph PETRO-BAAB, INC. may obtain injunctive relief against [INSERT COMPANY NAME HERE], and its officers, directors, shareholders, members, managers, employees, transferees and assigns and/or any other entity created by any of the above mentioned parties and/or pursue any other available remedies at law or in equity.
8. **GOVERNING LAW.** Any dispute involving the breach and/or circumvention of this Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, each party agrees and consents to the exclusive jurisdiction of the courts of the Emirate of Dubai and or the Emirate of Ras Al-Khaima in any action(s) or proceedings(s) arising out of or connected with this Agreement. However, if this Agreement, at any time, falls under the jurisdiction of international law, it is the intention of the parties that the ICC rules and rulings will prevail, and all disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules to be held in the United Arab Emirates, the Emirate of Dubai and or the Emirate of Ras Al-Khaima. The party determined by such laws to be in breach and/or the circumventor, and/or his assignees and/or designees, shall pay as liquidated damages triple the total commissions, fees or profits which were due to the said party upon the successful completion of the business transaction under question had there been no case of circumvention, or the sum of U.S. Five Hundred Thousand Dollars (\$500,000 U.S.), whichever is greater. In either case, in addition to the aforementioned payment, the party determined to be in breach and/or the circumventor, and/or his assignees and/or

designees, shall pay to the other party all court costs, attorney fees, travel, lodging and any other costs in connection with a dispute.

9. NO ASSIGNMENT. No party may assign this Agreement or any rights hereunder.

ACCEPTED AND APPROVED AS OF [DATE].

By:
(Authorized signature)

By: _____
(Authorized signature)
Name: [PRINCIPAL]
Company: [Name].
Date: [DATE]

Name: [NAME]
Company: [INSERT COMPANY NAME HERE]
Date: [DATE]

Address for Formal Notices: Address for Formal Notices:
[INSERT COMPANY NAME HERE]
ATTN: [NAME]
[ADDRESS LINE 1]
[ADDRESS LINE 2]

By:
(Authorized signature)

By:
(Authorized signature)

Name:
Company:
Date:

Name:
Company:
Date:

Address for Formal Notices: Address for Formal Notices: