

NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT

Pursuant to ICC Publication 769

This Non-Circumvention and Non-Disclosure Agreement (“Agreement”) is entered into as of _____ (“Effective Date”), by and between:

(1) Total Drilling Supply LLC, organized under the laws of the State of Connecticut, United States, with principal offices at 144 New Road, Thompson, Connecticut 06277, USA (“Party A”); and

(2) _____, organized under the laws of _____, with principal offices at _____ (“Party B”),

each a “Party” and collectively the “Parties.”

The Parties wish to explore a potential business relationship in connection with the trading, brokerage, supply, purchase, or sale of petroleum products, natural gas, refined products, petrochemicals, and/or energy-related equipment and services (the “Business Purpose”), and may disclose confidential information and introduce each other to third-party business contacts. This Agreement, structured with reference to ICC Publication 769, governs such disclosures and introductions.

NOW, THEREFORE, in consideration of the mutual covenants herein, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 “Confidential Information” means any non-public information disclosed by one Party (“Disclosing Party”) to the other (“Receiving Party”) in connection with the Business Purpose, whether disclosed orally, in writing, electronically, or otherwise, including: (a) identity and contact information of suppliers, buyers, customers, and other business contacts; (b) pricing, margins, and commission structures; (c) contractual terms and transaction documents; (d) business strategies and financial information; (e) trade secrets; and (f) technical specifications.

1.2 “Introduced Party” means any third party whose identity is first disclosed by one Party (“Introducing Party”) to the other in connection with the Business Purpose, as documented in Schedule A or in subsequent written notice per Section 3.3.

1.3 “Protection Period” means twenty-four (24) months from the date an Introduced Party is first disclosed in writing.

1.4 “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means ownership of more than 50% of voting securities.

ARTICLE 2: CONFIDENTIALITY

2.1 The Receiving Party shall: (a) maintain Confidential Information in strict confidence; (b) not disclose it to any third party without prior written consent of the Disclosing Party; (c) use it solely for the Business Purpose; and (d) protect it using at least the same degree of care it uses for its own confidential information, but no less than reasonable care.

2.2 The Receiving Party may disclose Confidential Information to its employees, officers, directors, Affiliates, and professional advisors who need to know for the Business Purpose and are bound by confidentiality obligations at least as protective as this Agreement. The Receiving Party is responsible for any breach by such persons.

2.3 These obligations do not apply to information that: (a) was publicly available at disclosure or becomes so without fault of the Receiving Party; (b) was rightfully in the Receiving Party’s possession prior to disclosure without restriction; (c) was independently developed without use of the Confidential Information; (d) was rightfully obtained from a third party without restriction; or (e) is required to be disclosed by law, regulation, or court order, provided the Receiving Party gives prompt written notice (to the extent permitted) and cooperates in obtaining protective treatment.

2.4 Upon termination of this Agreement or written request by the Disclosing Party, the Receiving Party shall promptly return or destroy all Confidential Information and certify such action in writing, except that the Receiving Party may retain copies required by law or internal compliance policies.

ARTICLE 3: NON-CIRCUMVENTION

3.1 During the Protection Period, neither Party shall, directly or indirectly, or through any Affiliate, agent, or intermediary: (a) contact, solicit, negotiate with, or enter into any agreement with an Introduced Party for purposes within the scope of the Business Purpose, except through or with prior written consent of the Introducing Party; or (b) take any action designed to exclude or deprive the Introducing Party of compensation or benefit to which it would otherwise be entitled.

3.2 Each Party shall cause its Affiliates to comply with this Agreement and shall be liable for any breach by its Affiliates. Use of an Affiliate, agent, nominee, or intermediary to circumvent this Agreement constitutes a material breach.

3.3 An introduction is effective only when the Introducing Party provides written notice identifying the Introduced Party (by name and company) and the general nature of the proposed transaction, delivered by email with confirmed receipt or registered mail. Additional Introduced Parties may be added by the same method.

3.4 Section 3.1 does not apply to any third party with whom the Receiving Party had a documented pre-existing business relationship prior to the introduction, provided the Receiving Party notifies the Introducing Party in writing within ten (10) business days of the introduction and provides reasonable documentation thereof.

ARTICLE 4: REMEDIES

4.1 The Parties acknowledge that breach of this Agreement may cause irreparable harm for which monetary damages would be inadequate. Each Party is entitled to seek injunctive or equitable relief in addition to any other remedies available at law or in equity.

4.2 In the event of a breach, the non-breaching Party may recover all reasonable costs and expenses (including attorneys' fees) incurred in enforcement.

ARTICLE 5: TERM AND TERMINATION

5.1 This Agreement commences on the Effective Date and continues for two (2) years, unless earlier terminated by either Party upon thirty (30) days' prior written notice.

5.2 Article 2 (Confidentiality) survives termination for three (3) years. Article 3 (Non-Circumvention) survives until the end of each applicable Protection Period. Articles 4, 6, and 7 survive indefinitely.

ARTICLE 6: DISPUTE RESOLUTION

6.1 The Parties shall attempt in good faith to resolve disputes through negotiation. If not resolved within thirty (30) days of written notice, either Party may proceed to arbitration.

6.2 All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with those Rules. The seat of arbitration shall be London, United Kingdom. The language shall be English.

6.3 This Agreement is governed by the laws of England and Wales, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

ARTICLE 7: GENERAL PROVISIONS

7.1 This Agreement, together with Schedule A, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior discussions and agreements.

7.2 This Agreement may not be amended except by written instrument signed by both Parties.

7.3 If any provision is held invalid or unenforceable, the remaining provisions continue in full force.

7.4 Neither Party may assign this Agreement without prior written consent, except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee agrees in writing to be bound.

7.5 Nothing herein creates a partnership, joint venture, or agency relationship. Neither Party may bind or incur obligations on behalf of the other.

7.6 All notices shall be in writing and delivered by internationally recognized courier, registered mail, or email with confirmed receipt.

7.7 Each Party represents that it shall comply with all applicable sanctions, export control, anti-money laundering, and anti-corruption laws in connection with the Business Purpose.

7.8 This Agreement may be executed in counterparts. Electronic signatures shall be valid and binding.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PARTY A: Total Drilling Supply LLC

PARTY B:

By: _____

By: _____

Name: Bob Neundorf

Name: _____

Title: Chairman

Title: _____

Date: _____

Date: _____

Email: bob@2tds.com

Email: _____

SCHEDULE A
INTRODUCED PARTIES

The following Introduced Parties are listed as of the Effective Date. Additional parties may be added per Section 3.3.

No.	Introduced Party	Contact Info	Date	Introducing Party	Transaction Type
1.					
2.					
3.					

Additional rows may be added. Each addition must comply with Section 3.3.