

NON-CIRCUMVENTION, NON-DISCLOSURE, WORKING and CONFIDENTIALITY AGREEMENT

Subject: BNR – Back to Nature Resort – Ecological Luxury Leisure and Wellness.

Whereas the Undersigned Parties wish to enter into this agreement to define certain details of their future legal duties and obligations concerning the disclosure of heretofore unknown clients, agents, vendors, sellers, and other referral sources of:

• René Deceuninck at IPB Ltd based in London, a company incorporated in England and Wales established under the laws of England and Wales with registered number 09690559 having its principal place of business at the Address: 7 Bell Yard, London, WC2A 2JR Greater London - United Kingdom ("Discloser") to:

• Name: at Company: With registered number:
having its principal place of business at the Address:
..... ("Recipient").

Said clients, agents, vendors, sellers, and other referral sources of Disclosure who will be disclosed once this agreement is signed by both parties hereto, the names and functions of said clients, agents, vendors, sellers, and other referral sources of Discloser being agreed to be of value in this agreement and considering their mutual promises herein and other good and valuable considerations the receipt of which is acknowledged hereby, the Parties here to mutually and voluntarily agree as follows:

1. The parties hereto and/or their affiliates of what-so-ever nature shall not, in any manner solicit and/or accept any business from persons, entities or sources that have been made available by and through Discloser to Recipient, nor in any manner shall Recipient access, contact solicit and/or conduct any transaction with such said persons, entities or sources, without the expressed and specific permission of Discloser who made such said persons, entities or sources available. Recipient shall maintain complete confidentiality regarding Discloser's persons, entities or business sources and/or their affiliates and shall only disclose knowledge pertaining to those specifically named persons, entities or business sources as permitted by Discloser only if he/she agrees and grants express written permission to Recipient.
2. The Recipient shall not in any way whatsoever circumvent Discloser and/or attempt such circumvention of Discloser and/or any of the parties involved in any of the transactions the Parties wish to enter and to the best of Recipient's abilities shall he/she/it ensure that the names and other relevant information of persons, entities or business sources of Discloser are kept strictly confidential.
3. Recipient shall not disclose any contact revealed to Recipient by or through Discloser to any third Parties once Recipient fully recognizes such information and contract(s) of the respective Party, and shall not enter into direct and/or indirect offers, negotiations and/or transaction with such contacts revealed by Discloser that made the contact(s) available.
4. In the event of circumvention by Recipient, either Discloser or third-party contact of Discloser shall be entitled to a legal monetary compensation as much as the maximum financial gain realized from each and every transaction, including the future transactions materialized from Recipient, his/her/its associates, assigns, employees, business partners, or other individuals who are not authorized by this agreement to obtain information prohibited by this agreement revealed by Recipient, as well any and all expenses, any and all legal fees incurred in lieu of the recovery of such compensation. This provision is not limitative to any unmentioned & chargeable compensation that occurs from a breach of this agreement to the damaged party which should be settled by the breacher.
5. All considerations, benefits, bonuses, participation, fees, and/or commissions received as a result of the contributions of the Undersigned parties to this agreement, relating to any and all transactions shall be allocated and distributed as mutually agreed. Specific arrangements, for each transaction shall be made available and/or submitted to the parties at a reasonable time and payable as per each and every transaction, unless otherwise agreed.
6. This agreement is valid for five (5) years from the date of signature, for any and all transactions attained between the Parties therein, and all information provided to Recipient but prohibited from disclosure herein, with renewal be mandatory if there is any use of information or contacts made available from one of signatories for future transactions, and the need of written permission from one of signatories who made the source available because it shall forever remain proprietary asset of the introducing party.

7. It is further agreed that any controversy, claims, and or dispute arising out of and/or relating to any part of the whole of this agreement or breach thereof and which is not settled between the signatories themselves, shall attempt to be settled by mediation. Any decision and/or award suggested by the mediators shall not be final, but the party seeking remedies of default of this agreement may seek legal remedies under the laws of the United Kingdom.

8. This Agreement shall be binding upon Recipient, his/her/its agents, employees, assigns and heirs, and, in the case of breach by a party hereto, the following are the remedies agreed to be available to the damaged party:

- The non-circumvention damages, i.e., the total commissions, fees, or profits which would have been due in each and every incident of prohibited disclosure, and;
- All loss sustained Discloser by reason of such breach, and;
- All expenses incurred in enforcing any legal remedy rights based upon or arising out of this Agreement, including attorneys' fees.

9. In the event of force majeure such as terrorist attacks, hacking, natural disasters or other events that occurred outside of our control, there is no liability to all parties for failure or delay included in this agreement.

10. This Agreement shall be binding upon Recipient and in the case of individual parties, their respective heirs, administrators, and executors, and in the case of all corporate parties, their employees, agents, successors and assigns.

11. Signature of this agreement shall be deemed to be an executed agreement enforceable and admissible for all purposes as may be necessary under the terms of this agreement.

12. All signatories hereto acknowledge that they have read and each Party fully understands the terms and conditions contained in this Agreement and by their initials and signature hereby unconditionally agree to its terms as of the date noted herein.

13. The purpose of this instrument is to establish an internationally recognized Non- Circumvention, Non-Disclosure, Working and Confidentiality Agreement between the participating Parties. This and future transactions shall be conducted under the laws of the United Kingdom. All legal obligations, laws, terms, conditions are handled by a London UK based law firm. The UK has a strong and incorruptible judiciary, which is drawn from the highly experienced ranks of the senior legal profession. It is structurally and practically independent from both the executive and the legislature.

This agreement may be signed in one or more counterparts and the Parties agree that emailed copies of this Agreement to be considered as a legal original and signatures thereon shall be legal and binding.

Accepted, Understood and Agreed by the undersigned parties on:

thisday of, in the year of 2023.

Signature:

Signature:

Name: René Deceuninck

Name:

Company: IPB Ltd – UK

Company:

Email: bnr@renedeceuninck.com

Email:

Phone: +44 7534 421454

Phone: