

**ISS CORPORATION CO LTD (THAILAND)
MEDISCAN TECHNOLOGIES
NON-CIRCUMVENTION, NON-DISCLOSURE
WORKING AGREEMENT (NCND)**

1 December 2020

**INTERNATIONAL CHAMBER OF COMMERCE (I.C.C.)
NON-CIRCUMVENTION, NON-DISCLOSURE WORKING AGREEMENT**

WHEREAS, the Undersigned wish to enter into this Agreement to define certain parameters of the future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with the International Chamber of Commerce Convention (I.C.C. 500) Paris, France.

WHEREAS, the Undersigned desire to enter a working business relationship to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (herein after referred to as Affiliates).

WHEREAS, should a buyer be presented that is already registered or doing business with any of our Suppliers, this document will not apply to those buyers and we will not be able to work through the herewith signing Intermediaries, neither reserve any commissions on any past or future sales.

NOW THEREFORE in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipts of which is acknowledged hereby, the parties hereby agree as follows:

I. TERMS AND CONDITIONS:

The parties will not in any manner, solicit, nor accept any business in any manner from sources nor their Affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source; and

The parties will maintain complete confidentiality regarding each other's business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written permission of this party who made available the source; and

That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure that the transaction codes established will not be affected; and

That they will not disclose names, addresses, email address, telephone and telefax or telex numbers to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and that they will not enter into any direct negotiations or transactions with such contracts revealed by the other party; and

For the sake of this agreement, it does not matter whether information obtained is from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.

That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented Party shall be entitled to a legal monetary penalty that is equal to three (3) times the commission or fee the circumvented Party should have realized in such transactions, by the person(s) or entity (ies) engaged on the circumvention for each occurrence plus any and all expenses, including any and all legal fees incurred in lieu of the recovery of such compensation.

This agreement is valid for any and all transactions between the parties herein and shall be governed by the enforceable law in Hong Kong Courts in the event of dispute, the arbitration laws of States will apply.

The signing parties hereby accept such selected jurisdictions as the exclusive venue. The duration of the Agreement shall perpetuate for two (2) years from the date hereof.

II. OTHERS CONDITIONS:

Non-disparagement. During the term of this Agreement and during the period after the termination of this Agreement, parties will not make any statements (written or oral) that could reasonably be perceived as disparaging about other parties, its owners, members, employees, contractors and affiliates. By way of example and not limitation, parties agree that it will not make any written or oral statements that cast in a negative light the services, qualifications, business operations or business ethics of any of the parties, its owners, members, employees, contractors and affiliates. Notwithstanding anything contained in this Section to the contrary, parties shall not be prohibited from offering truthful testimony in any action to enforce this Agreement or from seeking damages for the breach hereof, or regarding any other agreement between parties or between its affiliates, or to assert any other claims either Party hereto may have.

Non-Exclusive Agreement. Each party acknowledges that this is not an exclusive agreement. Party may contract with other parties providing same or similar services, so long as those parties, partners, corporations, or employees were not introduced by the other party.

Confidentiality. The Parties shall keep strictly confidential the names and any other identifying information of any Contacts introduced or revealed to the other party, and that their firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, referral agents, contractors, heirs, family members, friends, relatives, assigns, designees, or consultants will not contact, deal with, negotiate or participate in any transactions with any of the contacts without first entering into a written agreement with the Party who provided such contact, unless that Party gives prior written consent. Such confidentiality will include any names, addresses, email addresses, telephone, telex, facsimile numbers, and/or other pertinent information disclosed or revealed to either Party.

Non-Disclosure. The Parties agree not to disclose, reveal or make use of any information during discussion or observation regarding methods, concepts, ideas, or services, nor to do business with any of the revealed Contacts without the written consent of the introducing party or parties.

Anti-Bribery and Anti-Corruption. No Parties shall directly or indirectly either in person or through any of their respective directors, officers, agents had taken any action that will is or would be in breach of any applicable laws for the prevention of fraud, bribery, corruption, racketeering, money laundering or terrorism in any part of the world.

Compliance. Each party shall at its own expense comply with all laws and regulations relating to its activities under this Agreement, as they may change from time to time, and with any conditions binding on it for Applicable licenses, registrations, permits and approvals.

Provisions if Voided. If any provision of this Agreement is deemed void by any court of competent jurisdiction, the remaining provisions shall remain in force and effect.

Authority to Act/Bind. Upon execution of this Agreement by signature below, the Parties agree that any individual, firm, company, associates, corporations, joint ventures, partnerships, divisions, subsidiaries, employees, agents, contractors, heirs, family members, friends, relatives, assigns, designees or consultants of which the signee is an associate, agent, consultant, partner, employee, officer, contractor, heir, family member, relative, friend, successor, assign or designee is bound by the terms of this Agreement.

It is agreed by all parties that any documentation provided to the 2nd and 3rd signing party of this agreement may not be placed on social media, or internet selling sites, nor forward to third parties in order to promote an unsecured or approved sale to any other third party without written permission of the 1st signing party of this document.

The 2nd or 3rd signing party may not at any time make contact with any of the 1st signing parties manufactures, suppliers or customers without receiving written permission from the 1st party in relation to the request.

The 1st party may not approach the clients of the 2nd or 3rd signing party with the exception to forward SPA,FCO,PI or other documentation in relation to the sale of the said products. Any communication in relation to topics outside of the above should be facilitated via the 2nd and 3rd signing party of this document.

III. AGREEMENT TO TERMS

Signatures of this Agreement received by the way of Facsimile, Mail and/or Email shall be deemed to be an executed contract. Agreement enforceable and admissible for all purposes as may be necessary under the terms of the agreement.

All Signatures hereto acknowledge that they have read the foregoing Agreement and by their initials and signature that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

An e-mail, facsimile, digitally signed copy of this Non-Circumvention, Non-Disclosure and Confidentiality Agreement shall constitute a legal and binding instrument.

ACCEPTED AND AGREED WITHOUT CHANGE

FIRST PARTY ISS CORPORATION

SIGNED ON	
Signature (Fill & Sign)	
Signatory's Full Name	
Signatory Position	
Name of company	
Address	
Telephone	
Email	

SECOND PARTY

SIGNED ON	
Signature (Fill & Sign)	
Signatory's Full Name	
Signatory Position	
Name of company	
Address	
Telephone	
Email	

THIRD PARTY

SIGNED ON	
Signature (Fill & Sign)	
Signatory's Full Name	
Signatory Position	
Name of company	
Address	
Telephone	
Email	