

INTERNATIONAL CHAMBER OF COMMERCE (I.C.C 400 / 500 / 600)
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.

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 (hereinafter referred to as "Affiliates").

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

1. TERMS AND CONDITIONS

- A. The parties will not in any manner solicit, nor accept any business in any manner from sources or their affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and,
- B. The parties will maintain complete confidentiality regarding each other business sources and/ or their Affiliates and will disclose such business sources only to the named parties pursuant to the express written permission of this party who made available the source, and,
- C. 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 the other that the transaction codes established will not be affected.
- D. That they will not disclose **names, addresses, e-mail address, telephone and tele-fax or telex number** 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 they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and
- E. That they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the
- F. Parties to this agreement, unless written permission has been obtained from the other party (is) to do so. For the sake of this agreement, it does not matter whether the information is obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause.
- G. That in the event of circumvention and disclosure of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to 300% of the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- H. All considerations, benefits, bonuses, participation fees and/ or CONSULTANT FEES received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated as mutually agreed.
- I. This Agreement is valid for any and all transaction between the parties herein and shall be governed by the enforceable law in **All Commonwealth Country's, European Union Country's, Asian Countries, North/South America Country's, USA Courts, or under Swiss Law in Zurich, in the event of dispute, the arbitration laws of states will apply.**
- J. The signing parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for five (5) years from last date of signing. In this case, governing law shall be held in the court of USA.

2. AGREEMENT TO TERMS

- A. Signatures on this Agreement received by the way of Facsimile, Mail and/ or E-mail shall be an executed contract. Agreement **enforceable and admissible** for all purposes as may be necessary under the terms of the agreement.
- B. All signatories hereto acknowledge that they have read the foregoing. Agreement and by their 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.

3. ACCEPTED AND AGREED WITHOUT CHANGE, REFERENCING THE NEGOTIATION AND EXPEDITIOUS EXECUTION OF ANY AND ALL CONTRACTS FOR THE PURCHASE OF ANY AND ALL COMMODITIES UNDER THE TERMS, CONDITIONS AND PROCEDURES OF A CONTRACT EXECUTED BETWEEN THE BUYER AND THE SELLER DELIVERED BY THE PARTIES.

Electronic signature is valid and accepted as hand signature

Group A:

Printed Name: BUYER NAME/ COMPANY

Passport:

Company:

Address:

Phone:

Fax:

Mob:

E-mail:

Signatory's designation:

Date:

Sign/ Seal:

Group B:

Printed Name: BUYER MANDATE NAME/COMPANY

Passport:

Company:

Address:

Phone:

Fax:

Mobile:

E-mail:

Signatory's designation:

Date:

Sign/ Seal:

Group C:

Printed Name: JOHN LUU

Passport: 213006060/USA

Company: America Asia Laos Investment Group

Address: 201/09 Nong Bon St, Naxay Ward Xay Set Tha District Laos PDR

Phone: 00856-

Fax: 00856

Mob: 00856-2

E-mail:

Signatory's designation: Associate

Date: December 15, 2009

Sign/ Seal:

Group D:

Printed Name: NGUYEN HONG ANH

Passport: B3397036/VIETNAM

Company: America Asia Investment Company Limited

Address: 144 Street 53, Tan Quy Ward, District 7, Hochiminh city, Vietnam.

Phone: +84

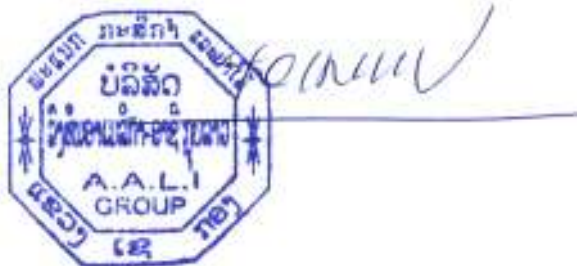
Fax: +84

Mob: +84

E-mail:

Signatory's designation: Associate

Date: December 15, 2009



Sign/Seal

Group E: (THE SELLER SIDE)

Printed Name: Mr. GOSALIA JIGNESH DILIP

Passport: Z1890391 –(Indian)

Company: --- X ---

**Address: Creative Msn., 6, Chatham Court,
TST, Kowloon, Hong Kong.**

Phone: +852- 91247149

Fax:

Mob: +852-

E-mail:

Signatory's designation: Associate

Date: 15th NOV 2009



Sign/ Seal:

Group F: (THE BUYER SIDE)

Printed Name:

Passport:

Company:

Address

Phone: +

Fax:

Mob:

E-mail:

Signatory's designation:

Date:

Sign/ Seal:

Group G: (THE BUYER SIDE)

Printed Name:

Passport:

Company:

Address

Phone: +

Fax:

Mob:

E-mail:

Signatory's designation:

Date:

Sign/ Seal:


EDT (Electronic document transmissions)

EDT (Electronic document transmission) 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 National Center for Trade Facilitation and Electronic Business (US/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.

Should the referenced transaction proceed to the drafting, negotiation and acceptance by the Buyer and Seller of a contract of Purchase & Sale, each party identified above is required to send their Banking coordinates, in confidence to: **Asia America Investment Co., Ltd** by email or fax in the following format:

**Irrevocable Master Fee Protection Agreement (IMFPA)
BUYER MANDATE & BUYER INTERMEDIARIES**

<p>Beneficiary Mr. GOSALIA JIGNESH DILIP Company (if applicable) xx Address Creative Msn., 6, Chatham Court, TST, Kowloon, Hong Kong. Telephone +852- Fax Bank Name: DBS BANK (HK) LTD Account Number 16-991-120506977 Routing Number SWIFT Code DHBKHKHH Bank Officer Telephone 852-3668 9600 Fax</p> 	<p>Beneficiary Company (if applicable) Address Telephone Fax Bank Name Account Number Routing Number SWIFT Code Bank Officer Telephone Fax</p>
<p>Beneficiary s Company (if applicable) Address Telephone Fax Bank Name Account Number Routing Number SWIFT Code Bank Officer Telephone Fax</p>	<p>Beneficiary Company (if applicable) Address Telephone Fax Bank Name Account Number Routing Number SWIFT Code Bank Officer Telephone Fax</p>

AGREEMENT TO HONOR COMMISSIONS

Commissions, fees, compensation or remuneration to be paid as part of transaction covering ***“The Parties”*** (BUYER AND SELLER INTERMEDIARIES) to this agreement, shall be agreed upon by separate written agreement by ***“The Parties”*** concerned and shall be paid at the time such contract: designated, concluded or monies changing hands between buyer and sellers, unless otherwise agreed among ***“The Parties”***.

The BUYER hereby irrevocably and unconditionally agrees and guarantees to honor and respect all such fees and remuneration, arrangements made as part of a commission transaction even in the event that. ***“THE PARTIES”*** are not an integral member to a specific commission and fee, remuneration agreement. ***“THE PARTIES” IRREVOCABLY AND UNCONDITIONALLY AGREE TO HONOR THE FPA AS STATED IN 3. TO ALL SIGNATORIES IDENTIFIED AS INTERMEDIARIES, OR TO THEIR DESIGNATED HEIRS AND ASSIGNS.***

THIS NONDISCLOSURE/ NONCIRCUMVENTION AND PRELIMINARY FEE PROTECTION AGREEMENT DOCUMENT ON BEHALF OF THE INTERMEDIARIES IS HEREBY IRREVOCABLY APPROVED BY THE BUYER REGARDING THE PROPOSED AND REFERENCED CONTRACT TO PURCHASE THE ABOVE REFERENCED COMMODITY FROM THE BUYER NAMES ABOVE IN ITEM 3.

BUYER’S NAME:

BUYER’S COMPANY: _____

BUYER’S COMPANY ADDRESS:

BUYER’S PASSPORT NO.: _____

BUYER’S SIGNATURE & SEAL

DATE: _____