**NON CIRCUMVENTION AND**

**NON-DISCLOSURE**

**AGREEMENT**

**BETWEEN**

**WENTZ FORCES LTD**

**&**

# **XXXXXX**

**FOR**

**EXCHANGE OF INFORMATION, COORDINATION AND SALES MANAGEMENT OF**

**AMMUNITION/EXPLOSIVES PROJECTS**

This Agreement between **Wentz Forces LTD** and **XXXXXXX** with respect to the Non Circumvention and Non-Disclosure of Confidential Information (this “Letter Agreement”) is signed on 04 July 2024 which include following:

(i) **Wentz Forces LTD,** a military related products supplier company, **address:** PO 1000, Triaditza; Knyaz Boris 1 Str. 3rd Floor, Sofia, Bulgaria **web: https://wentforces.co.za/ , Email office@wentforces.co.za**, Telephone: +359 877 882 287, **hereinafter called as “Party - A”** and XXXXXXXXXXXX, Address: XXXXXXXXXXXXXXXXXXXXX, web: XXXX, email: info@xxxx.com , Trade license: XXXXXX, **hereinafter called as “Party-B”** (together, the “Parties” and each a “Party”) have entered into discussions regarding sales/delivery of ammunition/explosives to potential customers and both the parties can act as either “Disclosing party” or “Receiving party” depending on the fact as to who is delivering confidential information to the recipient. For the purposes of the services, the Receiving Party desires the Disclosing Party to disclose certain Confidential Information (as defined below) in connection with some specific project that it brings forwards or introduce, and the Disclosing Party is prepared to make such disclosure on the condition that the Receiving Party keeps the Confidential Information confidential on the terms and conditions contained herein.

(ii) In addition, both the parties desire and agree not to circumvent and/or bypass each other in the form of direct communication/coordination/contact/make proposal/sign contract/engage in business deal etc with each other’s source of products/OEM/buyer/intermediary consultant. The above-mentioned coordination/communication/contract/business deal would only happen with the explicit and written consent from each other for any specific project.

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. Definitions: In this Agreement:

The Confidential Information to be disclosed can be described as and includes:

Invention description(s), technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

1. No Publicity: The Recipient agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
2. Use of Confidential Information: This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.
3. Implementation: If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.
4. Ownership of Confidential Information: All Confidential Information owned and disclosed by the Disclosing Party or its Representatives is and shall remain the sole property of the Disclosing Party and neither this Letter Agreement nor the disclosure of such Confidential Information shall (or shall be implied to) grant the Receiving Party or its Representatives any ownership, use or other rights (including, without limitation, any intellectual property or license rights) in or to such Confidential Information
5. Return of Confidential Information: The Disclosing Party may demand the return or destruction of Confidential Information at any time during the term of this Agreement upon giving written notice to the Receiving Party. As soon as is reasonably practical, the Receiving Party shall (and shall ensure that the Receiving Party’s Representatives shall) (a) destroy or return to the Disclosing Party all original Confidential Information, and (b) destroy all copies and reproductions (whether in physical, electronic or any other format or media) of the Confidential Information and all studies, reports and other materials (whether in physical, electronic or any other format or media) prepared by the Receiving Party or its Representatives which have a basis in or contain Confidential Information, and such destruction shall be certified in writing to the Disclosing Party by an authorized representative of the Receiving Party. Confidential Information disclosed orally shall remain subject to the confidentiality and non-disclosure obligations of the Receiving Party and its Representatives. Notwithstanding the foregoing, the Receiving Party shall be entitled to retain (i) copies of any document required by applicable law or regulation or any internal document retention policy or any resolutions or records of its board of directors proceedings which refer to or contain Confidential Information and (ii) copies or reproductions created pursuant to electronic archiving procedures, provided that the confidentiality and non-disclosure obligations of the Receiving Party shall continue (to the extent of the Confidential Information referred to or contained therein) until the expiry of this Letter Agreement
6. No Assurance: Neither the Disclosing Party nor its Representatives makes any assurance, representation or warranty, express or implied, as to the accuracy or completeness or fitness for purpose of any Confidential Information disclosed by the Disclosing Party or its Representatives. Neither the Disclosing Party nor its Representatives will have any liability to the Receiving Party or its Representatives resulting from the use of such Confidential Information
7. No Exclusivity or Partnership: Nothing in this Agreement obliges either Party to exclusively discuss, negotiate or deal with the other Party in respect of the Project. Either Party may, without liability to the other Party, terminate discussions with the other Party in respect of the Project. The exchange of Confidential Information between the Parties is not intended to and does not create any partnership, joint venture, fiduciary or other business relationship between the Parties. Nothing in this Agreement obliges either Party to participate or invest in the Project.

1. Term: This Agreement shall terminate on the earlier of: (a) six months if the parties do not enter into a final agreement with the buyer; in which case the confidentiality provisions of that agreement shall not apply, and (b) the date that is three (03) years after the date of this Written Agreement, if a definitive agreement with the final purchaser is entered into within six months.
2. Governing Law and Dispute Resolution: This Agreement shall be governed by and construed in accordance with the laws of international trade. The parties agree that the International Court of Arbitration in Switzerland shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement).
3. Remedies: The Receiving Party acknowledges that monetary damages may not always be a sufficient remedy for certain breaches or threatened breaches of this Agreement. Therefore, in such cases, the Disclosing Party may seek equitable relief, such as an injunction or specific performance, subject to a court's discretion. This remedy shall be in addition to any other remedies available at law or in equity, provided that the Receiving Party shall have the right to contest the necessity and scope of any such equitable relief.

12. Non circumvention: Both the parties firmly agree to not to circumvent and/or bypass each other in contacting /signing business deal with the introduced OEM/buyer without the explicit written consent as explained in serial (i) of the beginning of this agreement.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

 Yours sincerely,

 (Party A) (Party B)

 Name : Ventzislav Iliev Name :

 Signature: Signature:

 Date: 01.01.2025 Date: 01.01.2025