



PANGEIA
NEXUS GROUP

NON-CIRCUMVENTION, NON-DISCLOSURE AGREEMENT (NCDA)

Contract Code: _____

Commodity: _____

Effective Date: _____

1. Parties

This Non-Circumvention, Non-Disclosure Agreement ("Agreement") is entered into by and between the following Parties:

SELLER:

Full Legal Name: _____

Company / Registration No.: _____

Address: _____

Authorized Representative: _____

BUYER:

Full Legal Name: _____

Company / Registration No.: _____

Address: _____

Authorized Representative: _____

(Each individually a "Party" and collectively the "Parties")

2. Commodity Details



Rua Ribeiro de Brito, 554, Sala 0503, Boa Viagem, Recife – PE CEP: 51021-310 – Brazil

info@pangeiagroup.com • pangeiagroup.com



PANGEIA
NEXUS GROUP

Field	Details
Product	_____
Origin	_____
Quantity	_____ MT per shipment / month
Price	USD _____ /MT
Incoterms	CIF / FOB _____
Payment Terms	_____

3. Purpose

The Parties are entering into direct negotiations for the purchase and sale of the above-referenced commodity. In connection therewith, the Parties may disclose to each other certain proprietary, confidential, and/or commercially sensitive information, including but not limited to supplier identities, buyer contacts, pricing terms, logistics arrangements, and transaction structures. This Agreement governs the handling of all such information and protects the direct business relationship established between the Parties.

4. Non-Disclosure Obligations

All information exchanged between the Parties — including but not limited to source and supplier identities, buyer information, pricing, payment structures, shipping routes, inspection procedures, and any related business data — shall be considered **strictly confidential** and the property of the disclosing Party.

Each Party agrees:

- Not to disclose, reproduce, or distribute confidential information to any third party without prior written consent of the disclosing Party;





- To use confidential information solely for the purposes of evaluating or executing the transaction described herein;
- To protect such information with at least the same degree of care used to protect its own confidential information, but no less than reasonable care.

Exceptions: These obligations do not apply to information that:

1. Was already in the public domain at the time of disclosure through no breach of this Agreement;
2. Was independently developed by the receiving Party without reference to the confidential information;
3. Is required to be disclosed by applicable law, regulation, or valid court order, provided the disclosing Party is given prior written notice.

5. Non-Circumvention Obligations

The Parties mutually agree that they shall not, directly or indirectly, bypass, circumvent, avoid, or attempt to avoid the other Party in order to engage in any business transaction with any contact, supplier, buyer, agent, bank, or financial institution that was introduced by or made known through the other Party in connection with this Agreement.

This prohibition includes, without limitation:

- Directly contacting any introduced suppliers, buyers, or agents of the other Party without explicit written consent of the introducing Party;
- Entering into any agreement, transaction, or negotiation with any introduced contact that would deprive the introducing Party of its rightful participation or benefit;
- Using information gained through this Agreement to compete against the other Party in connection with the commodity described herein.





6. Term and Duration

This Agreement shall be effective from the date of the last signature below and shall remain in force for ____ (____) years. It shall automatically renew on a year-to-year basis unless either Party provides **thirty (30) days written notice** of its intention not to renew.

The confidentiality and non-circumvention obligations shall survive expiration or termination of this Agreement for a further period of ____ (____) years.

7. Breach and Remedies

Any Party in breach of the non-circumvention or non-disclosure obligations contained herein shall be liable to the aggrieved Party for:

- Damages equal to the full value of any profit, contract, or benefit lost as a direct result of the breach;
- Reasonable legal fees and costs incurred in enforcing this Agreement;
- Any additional remedies available under applicable law.

The Parties acknowledge that monetary damages may be insufficient to compensate for a breach and that the aggrieved Party shall be entitled to seek injunctive or equitable relief without posting bond.

8. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of _____.

Any dispute, controversy, or claim arising out of or relating to this Agreement shall be resolved by binding arbitration under the rules of the **International Chamber of Commerce (ICC)**, with the seat of arbitration in _____. The language of arbitration shall be English.





9. Entire Agreement

This document constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, representations, or agreements relating thereto. No modification or waiver of any provision shall be valid unless made in writing and signed by both Parties.

10. Signatures

By signing below, each Party acknowledges that they have read, understood, and agreed to the terms of this Agreement.

SELLER

Name: _____

Title: _____

Company: _____

Date: _____

Signature: _____

BUYER

Name: _____

Title: _____

Company: _____

Date: _____

Signature: _____

This document is a draft template for reference purposes only. Consult a licensed attorney before execution.

