

BROKER NON-CIRCUMVENTION AND NON-DISCLOSURE AGREEMENT (NCNDA)

Agreement no.: _____ Date: _____

Parties

1. Dossix International Trade Inc, of Montreal, Quebec, Canada, represented by Abe Dinkel, Commodities Trader, phone/WhatsApp +1 347-788-8395, email sales@dossixinternational.com ("Dossix").

2. The Broker: Name _____, company _____,
registered in _____, address _____, email
_____, phone/WhatsApp _____ (the "Broker").

Dossix and the Broker are each a "Party" and together the "Parties".

Background

- A. Dossix trades Brazilian sugar (ICUMSA 45, ICUMSA 150 and VHP), yellow corn and GMO soybeans, CIF from Santos (the "Products"), and as a rule deals directly with end buyers: manufacturers, refiners, distributors and importers.
- B. The Broker represents, or holds a mandate from, a genuine end buyer of the Products and wishes to introduce that buyer to Dossix.
- C. The Parties agree that Dossix will deal directly with the introduced buyer, and that the Broker's introduction will be protected on the terms below.

1. The introduced buyer

1.1 The Broker introduces the following end buyer (the "Introduced Buyer"):

Introduced Buyer details	
Company name	_____
Country	_____
Contact person and title	_____
Email / phone	_____
Product(s) and quantity (MT)	_____
Broker's mandate or authorization from the buyer (date / reference)	_____

- 1.2** The Broker confirms that it is authorized by the Introduced Buyer to make this introduction and to disclose the details above, and will provide a copy of that mandate or authorization on request.
- 1.3** The Introduced Buyer is protected under this Agreement once Dossix has received this Agreement signed by the Broker with the details in 1.1, unless Dossix shows within five (5) business days, with documentary evidence, that it already had an active business relationship with the Introduced Buyer or had received the same buyer from another source. Dossix will confirm acceptance or rejection in writing (email or WhatsApp is sufficient).

2. Direct dealing

- 2.1** The Broker agrees that Dossix may contact, negotiate with, contract with and ship to the Introduced Buyer directly, and that all offers, documents (LOI, corporate offer, ICPO, SPA, proforma invoice, bank instruments) and payments will pass directly between Dossix (or its supplier) and the Introduced Buyer.
- 2.2** The Broker shall not interpose additional intermediaries between Dossix and the Introduced Buyer, and shall not represent itself as the seller or as an agent of Dossix.

3. Non-circumvention

- 3.1** For the term of this Agreement, Dossix shall not circumvent the Broker by concluding a transaction for the Products with the Introduced Buyer (including its affiliates, nominees, successors and assigns) in a way designed to avoid any fee agreed under section 4.
- 3.2** The Broker shall not circumvent Dossix by offering Dossix's supply, terms or contacts to any other seller or buyer without Dossix's written consent.

4. Fees

- 4.1** No fee, commission or other payment of any kind is payable to the Broker under this Agreement. A broker fee is payable only if, and only as, agreed in a separate fee agreement signed by both Parties before the relevant transaction.
- 4.2** No fee, advance or charge of any kind is payable by the Introduced Buyer to Dossix or to the Broker before shipment.

5. Confidentiality

- 5.1** Confidential Information means the identity and contact details of the Introduced Buyer and of Dossix's suppliers, prices, specifications, banking information, transaction documents and any information marked or reasonably understood as confidential, disclosed by either Party.
- 5.2** Each Party shall keep the other's Confidential Information strictly confidential, use it only for the transactions contemplated here, and not disclose it to third parties except to its own officers, advisers and banks who need to know it and are bound by equivalent confidentiality.

6. General

- 6.1** Term. This Agreement takes effect on signature by both Parties and remains in force for two (2) years. Sections 3 and 5 continue for the full duration of any contract with the Introduced Buyer signed during that period.
- 6.2** Breach. A Party that breaches section 3 or 5 is liable to the other for the loss it causes, in addition to any other remedy available at law.
- 6.3** Governing law and disputes: the laws of _____; disputes resolved by _____ (e.g. the courts of _____ or arbitration, seat _____, language English).
- 6.4** This Agreement is the entire agreement on its subject, may be amended only in writing signed by both Parties, and may be signed in counterparts and electronically. Scanned or electronically signed copies have the same effect as originals.
- 6.5** This Agreement does not oblige either Party to conclude any sale; every sale is subject to a separate SPA between the seller and the Introduced Buyer.

Signatures

For Dossix International Trade Inc	For the Broker
Name: Abe Dinkel	Name: _____
Title: Commodities Trader	Title: _____
Signature:	Signature:
Date: _____	Date: _____
Company stamp:	Company stamp: