



Non-Circumvention, Non-Disclosure, and Non-Compete Agreement (NCNDNCA)

RG GROUP

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This Non-Circumvention, Non-Disclosure, and Non-Compete Agreement ("Agreement") is entered into on 15/01/2024, (the "EffectiveDate"), between

THE UK CATALOGUE LTD

Company number 13070178 trading as RG Group, a company registered in the United Kingdom, with its registered office at
4 Warren Drive
Altrincham
United Kingdom
WA15 0RP

hereinafter referred to as "RG Group,"

and

Company number, a company registered in the
with its registered office at

.....
.....

hereinafter referred to as the "Advisor."

1. Purpose of Agreement

This Agreement serves to protect the mutual interests of the parties involved by establishing the terms and conditions under which sensitive information, business relationships, and competition in specified industries will be addressed in the course of their collaboration. The parties acknowledge the diverse industries and international locations involved in their business activities.

RG Group

Trading name of (13070178)

4 Warren Drive, Altrincham, United Kingdom, WA15 0RP

Non-Circumvention, Non-Disclosure, and Non-Compete Agreement (NCNDNCA)

2. Non-Circumvention

2.1 Non-Circumvention Commitment:

a. **Advisor's Commitment:** The Advisor agrees not to circumvent RG Group in any business dealings related to the industries covered by this Agreement, including but not limited to banking, finance, commodities, property development, import-export, government relations, stock brokerage, cryptocurrency consultancy wealth management, and any other relevant niches.

b. **RG Group's Commitment:** RG Group reciprocally commits not to circumvent the Advisor in any business dealings within the specified industries.

2.2 **Notification of Business Transactions:** In the event that either party intends to engage in business transactions involving third parties within the specified industries, they shall promptly notify the other party in writing, providing sufficient details to enable the other party to evaluate potential collaboration or participation.

3. Non-Disclosure

3.1 **Confidential Information:** Both parties acknowledge that they may have access to confidential information, including but not limited to trade secrets, business plans, financial data, client lists, and other proprietary information belonging to the other party.

3.2 Non-Disclosure Commitment:

a. **Advisor's Commitment:** The Advisor agrees not to disclose, directly or indirectly any confidential information received from RG Group to any third party without prior written consent from RG Group.

b. **RG Group's Commitment:** RG Group reciprocally commits not to disclose, directly or indirectly any confidential information received from the Advisor to any third party without prior written consent from the Advisor.

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4. Non-Compete

4.1 Non-Compete Commitment:

a. **Advisor's Commitment:** During the term of this Agreement and for a period of two years following its termination, the Advisor agrees not to engage in any business activities that directly compete with RG Group in the areas discussed, unless otherwise agreed upon in writing by RG Group.

b. **Exceptions:** This non-competete provision shall not apply to the Advisor's pre-existing business activities conducted prior to the Effective Date of this Agreement, provided they do not involve circumvention of RG Group or disclosure of its confidential information.

5. Duration of Agreement

This Agreement shall remain in effect for a period of twelve months with a review at six months from the Effective Date, unless terminated earlier in accordance with its provisions.

6. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of laws principles. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in England and Wales.

7. Entire Agreement

This Agreement constitutes the entire understanding between RG Group and the Advisor concerning the subject matter herein and supersedes all prior or contemporaneous negotiations, understandings, and agreements, whether oral or written.

8. Amendments

Any amendments to this Agreement must be made in writing and signed by both parties.

9. Execution

This Non-Circumvention, Non-Disclosure, and Non-Compete Agreement shall be deemed executed and legally binding upon the signature of authorised representatives of both parties.

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For and on behalf of RG Group

Signed: 

Date: 23/01/2024

Name: Umar Ali

For and on behalf of

Signed:

Date:

Name:

Position:

By signing above, the parties acknowledge their understanding and acceptance of the terms and conditions outlined in this Non-Circumvention, Non-Disclosure, and Non-Compete Agreement (NCNDNCA).

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