

Mutual Non-Disclosure, Non-Circumvention, Non-Solicitation & Confidentiality Agreement

This **Mutual Non-Disclosure, Non-Circumvention, Non-Solicitation and Confidentiality Agreement** (“Agreement”) is entered into as of the Effective Date by and between **TSJ HOLDINGS Co., Ltd. (“Party A” and “TSJ”)**, a corporation organized under the laws of the Republic of Korea, with its principal place of business located at 98, Gasan digital 2-ro, Geumcheon-gu, Seoul 08506, Republic of Korea, represented by its Chief Operating Officer, Kyungsang Ahn, and the counterpart company identified as **Party B** below, including its duly authorized executive representative. Each of TSJ HOLDINGS Co., Ltd. and Party B shall be referred to individually as a “Party,” and together as the “Parties.”

PARTY B

Company Name	
Corporate Address	
Authorized Representative	
Title/Position	

The Parties acknowledge that, in the course of exploring and potentially entering into commercial arrangements relating to petroleum commodities—including without limitation crude oil, refined products, petrochemicals, LPG—and mineral commodities—including without limitation ore, concentrates, refined metals, and associated upstream and downstream activities—they will disclose and exchange sensitive information. The Parties therefore mutually agree to the following terms, designed to protect the confidentiality of disclosed information, maintain the integrity of commercial introductions, and ensure the fairness, professionalism, and enforceability of any future cooperation.

1. Definition of Confidential Information

For the purposes of this Agreement, “Confidential Information” shall mean any information disclosed by a Party to the other Party, whether before or after the execution of this Agreement, and whether disclosed orally, visually, in writing, or through electronic, digital, or other means. Such information includes, but is not limited to, commercial strategies, supply capabilities, pricing structures, refinery profiles, mine profiles, production reports, operational data, business methodologies, financial models, client and supplier identities, commercial documents such as LOIs, ICPOs, FCOs, SPAs, drafts, due diligence materials, certifications, logistic data, intellectual property, trade secrets, licenses, processes, systems, methodologies, and any other information that a Party reasonably considers confidential given the nature of the commodity trading industry.

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Information shall be considered confidential regardless of whether it has been marked “confidential” or whether it was delivered in formal written form or through informal discussions. Confidential Information includes the fact that discussions between the Parties have taken place, the identities of commercial contacts introduced by either Party, and any proprietary knowledge or business relationships revealed during the course of cooperation.

2. Confidentiality Obligations

Each Party, when receiving Confidential Information from the other, shall undertake the highest degree of care consistent with international commodity trading practices to preserve its confidentiality. No Confidential Information shall be used for any purpose other than evaluating, negotiating, or executing potential petroleum or mineral transactions in cooperation with the Disclosing Party. The Receiving Party shall not use Confidential Information for its own independent benefit, nor for the benefit of a competitor, nor for any purpose that may disadvantage the Disclosing Party or undermine its commercial relationships.

The Receiving Party may share Confidential Information only with its officers, directors, executives, legal counsel, compliance personnel, and employees who have a legitimate operational need to access such information in the context of the contemplated transactions. The Receiving Party shall ensure that all such individuals are bound by confidentiality obligations equal in scope to those set forth herein, and shall remain fully responsible for any breach by those individuals.

Unauthorized disclosure, negligent handling, or improper use of Confidential Information constitutes a material breach of this Agreement.

3. Duration of Obligations and Survival

This Agreement shall take effect immediately upon signature by both Parties and shall remain in force throughout all discussions, negotiations, and subsequent commercial activities undertaken by the Parties. The obligations relating to confidentiality, non-circumvention, and non-solicitation shall continue for a period of three (3) years following the last date on which Confidential Information was exchanged.

These obligations shall survive any termination of negotiations or cessation of business relations and shall remain binding even if either Party undergoes bankruptcy, liquidation, restructuring, receivership, merger, acquisition, divestment, or any similar corporate changes. Such events shall not release either Party from the duties and protections created by this Agreement.

4. Exclusions

The confidentiality obligations shall not apply to information that can be clearly demonstrated to meet one of the following conditions:

- (1) the information was already publicly known at the time of disclosure through no fault or misconduct of the Receiving Party;

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- (2) the information becomes public after disclosure, again through no fault of the Receiving Party;
- (3) the information was independently developed by the Receiving Party without the use of any Confidential Information belonging to the Disclosing Party;
- (4) the information was properly obtained by the Receiving Party from a third party who was not under any confidentiality obligation to the Disclosing Party; or
- (5) disclosure is required pursuant to a lawful and binding court order, regulatory instruction, or government requirement, provided that the Receiving Party gives prompt written notice to the Disclosing Party, allows reasonable opportunity for objection or limitation, and discloses only the portion strictly required by law.

5. Return or Destruction of Information

Upon written request by the Disclosing Party, the Receiving Party shall promptly return all physical, printed, and tangible materials containing Confidential Information. In the case of digital or electronic records, the Receiving Party shall permanently delete such information using secure deletion methods consistent with industry standards. Upon destruction, the Receiving Party shall provide written certification that all Confidential Information in its possession has been permanently destroyed, including copies, backups, and derivative records. Such certification shall be provided within thirty (30) days of receiving the request.

6. Intellectual Property and Proprietary Rights

Nothing in this Agreement shall be interpreted as assigning, transferring, licensing, or granting any rights relating to trademarks, trade names, patents, copyrights, proprietary systems, business processes, or any other intellectual or industrial property belonging to either Party. All intellectual property rights remain exclusively with their respective owners, and no implicit rights are created by virtue of disclosure.

7. Non-Circumvention

The Parties acknowledge that the petroleum and mineral trading sectors rely heavily on the protection of proprietary relationships. Therefore, the Receiving Party agrees that it shall not, directly or indirectly, bypass, avoid, or circumvent the Disclosing Party in any manner. This prohibition applies to all commercial introductions provided by the Disclosing Party, including but not limited to suppliers, buyers, refineries, mines, intermediaries, logistics companies, inspection companies, financial institutions, mandates, agents, or any other related entities.

The Receiving Party shall not attempt to independently contact, solicit, negotiate with, or enter into any agreement with such introduced entities without the express prior written consent of the Disclosing Party. The Receiving Party further agrees that it shall not use subsidiaries, affiliates, successors, brokers, consultants, shareholders, agents, representatives, or any other party to achieve outcomes prohibited by this clause. The non-circumvention obligations shall remain effective for three (3) years from the date of the last disclosure.

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8. Non-Solicitation and Use Restrictions

The Receiving Party agrees that it shall not solicit, entice, persuade, or attempt to induce any client, supplier, intermediary, or commercial partner introduced by the Disclosing Party to modify, disrupt, or terminate its existing relationship with the Disclosing Party. The Receiving Party shall also not attempt to replicate or reverse-engineer any business model, pricing system, logistical arrangement, sourcing methodology, or deal structure presented by the Disclosing Party. Confidential Information shall never be used as a foundation for the Receiving Party—or any party acting on its behalf—to develop competing commercial opportunities or alternative structures that diminish the value of the Disclosing Party’s relationships.

9. Confidentiality of the Relationship

Unless otherwise required by law, neither Party shall disclose the existence of this Agreement, the fact that discussions or negotiations are taking place, or any terms or conditions associated with this Agreement to any external party. Disclosure is permitted only to internal personnel or legal and compliance advisors who have a legitimate need to be involved, or where necessary for regulatory compliance. Except as specified herein, all aspects of the Parties’ cooperation shall remain confidential.

10. Disclaimer of Warranties and Limitation of Liability

All Confidential Information is provided by the Disclosing Party on an “as-is” basis. The Disclosing Party does not warrant the accuracy, completeness, or fitness of such information for any specific purpose. Neither Party shall be liable for losses or damages arising from the use of Confidential Information unless such damages result from intentional wrongdoing, fraud, or willful misconduct. Nothing in this Agreement shall be interpreted as creating a partnership, joint venture, or fiduciary obligation between the Parties.

11. No Waiver

No failure or delay in exercising any right or enforcing any obligation under this Agreement shall constitute a waiver. A waiver shall be effective only if provided in written form. Past tolerance or leniency shall not alter the strict enforceability of the Agreement.

12. Assignment Restrictions

This Agreement may not be transferred, assigned, or conveyed by either Party without the prior written consent of the other, except in the case where a Party is acquired or its assets are transferred to a successor entity. In such a case, written notice must be provided, and the successor shall remain bound by all obligations herein.

13. Non-Exclusive Relationship

The Parties recognize that this Agreement does not create exclusivity. Both Parties remain free to enter into similar agreements or transact with third parties, provided such actions do not violate the obligations contained in this Agreement.

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14. Severability

Should any provision of this Agreement be deemed invalid or unenforceable by a court or arbitrator, such provision shall be replaced by a legally enforceable clause reflecting the closest possible intent of the Parties. All remaining provisions shall remain in full force.

15. Equitable Relief

The Parties acknowledge that breaches of confidentiality, non-circumvention, or non-solicitation may cause irreparable harm. Monetary damages alone may be insufficient. Therefore, the non-breaching Party shall be entitled to seek injunctive relief, specific performance, or any other equitable remedies available under applicable law, in addition to any lawful claim for direct damages.

16. Representations, Warranties, and Compliance Obligations

Each Party represents and warrants that it is duly organized, in good standing, and fully authorized to enter into this Agreement. Each signatory confirms that they possess proper executive authority to bind their respective company. Each Party further represents that it complies with all relevant international regulations applicable to energy and mineral trading, including anti-money laundering regulations, know-your-customer standards, anti-bribery and anti-corruption laws, and all applicable international sanctions regimes.

Both Parties affirm that the information they provide is, to the best of their knowledge, accurate and not misleading, and that they shall not knowingly involve the other Party in any unlawful or non-compliant activity.

17. Indemnification

Each Party agrees to indemnify, defend, and hold harmless the other Party from losses resulting from breaches of this Agreement, violations of compliance obligations, or misconduct by their personnel or representatives. Indemnification applies to direct and foreseeable damages. This Agreement does not require indemnification for punitive damages unless required by the governing law.

18. Governing Law and Dispute Resolution

The governing law applicable to any dispute arising under this Agreement shall be determined at the time a dispute arises, through mutual agreement between the Parties. If the Parties are unable to reach such agreement, then the dispute shall be referred to binding arbitration administered by the International Chamber of Commerce (ICC), and conducted by one or more arbitrators appointed in accordance with ICC rules. The arbitral award shall be final and enforceable in any competent jurisdiction. Both Parties waive any right to a trial by jury.

19. Entire Agreement

This Agreement constitutes the complete and entire understanding between the Parties concerning confidentiality, non-circumvention, and non-solicitation. No modification,

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amendment, or alteration shall be effective unless reduced to writing and duly signed by authorized executive representatives of both Parties.

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SIGNATURE PAGE

PARTY A

TSJ HOLDINGS Co., Ltd.

By: _____

Kyungsang Ahn

Chief Operating Officer

Date: _____



TSJ HOLDINGS
Energy & Mineral Trading

PARTY B

Company Name: _____

By: _____

Name: _____

Title/Position: _____

Date: _____