



NON-CIRCUMVENTION, NON-DISCLOSURE & WORKING AGREEMENT (NCNDA)

Ref. Number: 00001_NCND_PT_STERCOLL_ENERGI_ASIA

Date: September 4, 2025

PARTIES TO THIS AGREEMENT

BUYER/SELLER	
Name of the Company:	DV&I Services, Inc
Incorporated in	April 21, 2011
Registered Address:	10735 SE Stark St, Portland, Oregon, USA 97216
Authorized Signatory:	Victor Mikityuk – CEO / Managing Director

(Hereinafter referred to as the "**Buyer**")

INTERMEDIARIES

FACILITATOR	
Name of the Company:	PT STERCOLL ENERGI ASIA
Represented by:	Mr. Agung Sidayu, Chairman
Address:	Rasuna Office Park Unit ZO-07, Kel. Menteng Atas, Kec. Setiabudi, Kota Adm. Jakarta Selatan, Prov. DKI Jakarta

(Hereinafter referred to as the "**INTERMEDIARY**")

RECITALS

WHEREAS, the undersigned parties wish to enter into this Agreement to define certain parameters of future legal obligations and are bound by a duty of confidentiality with respect to their sources and contacts in accordance with International Chamber of Commerce principles:

WHEREAS, the undersigned desire to enter a working business relationship for oil and gas commodity transactions to the mutual and common benefit of the parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-ventures, trading partners, and other associated organizations (hereinafter referred to as "Affiliates"):

NOW THEREFORE, in consideration of the mutual promises, assertions and covenants herein and other good and valuable considerations, the receipt of which is acknowledged hereby, the parties hereby agree as follows:

DEFINITIONS

"Confidential Information" means any non-public information disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") that is marked "confidential" or that a reasonable person would understand to be



confidential by its nature. Specifically, Confidential Information includes the names, contact details, and transaction terms related to an "Introduced Contact," but does not include information that: (a) was already known to the Receiving Party prior to its disclosure; (b) becomes publicly available through no fault of the Receiving Party; or (c) was lawfully obtained from a third party free of any confidentiality obligation.

"Introduced Contact" means a specific legal entity or individual formally introduced in writing by the Intermediaries to DV&I Services, Inc. as a potential seller, buyer or direct counterparty for a transaction involving the commodity EN590 10 PPM, Jet A1, others petroleum products, and/or crude oil, and/or liquefied natural gas (LNG). To qualify as an "Introduced Contact," DV&I Services, Inc. must not have had documented business communications with such entity or individual within the 18 (eighteen) months prior to the date of the written introduction.

"Transaction" means the execution and performance of a binding purchase and sale agreement for the commodity petroleum products, and/or crude oil, and/or liquefied natural gas (LNG) between DV&I Services, Inc. and an Introduced Contact, which results directly from the Intermediaries' facilitation.

1. TERMS AND CONDITIONS

A. NON-CIRCUMVENTION

During the term of this Agreement, the Parties agree not to circumvent each other by entering into a Transaction directly with an Introduced Contact for the purpose of avoiding payment of a fee due under a separately agreed Fee Protection Agreement. This non-circumvention obligation is strictly limited to Introduced Contacts and does not restrict any Party from conducting business with any other entities, even if their names were mentioned in general discussions but they were not formally designated as an "Introduced Contact".

B. CONFIDENTIALITY

The Parties agree to maintain complete confidentiality regarding Confidential Information received from the other Party and will not disclose such Confidential Information to any third party without the express written permission of the Disclosing Party. Each Party shall use the Confidential Information of the other Party solely for the purpose of evaluating and executing the Transaction.

C. TRANSACTION CODE PROTECTION

To the best of their abilities, the parties assure each other that the transaction codes established will not be compromised or affected by third-party interference.

D. CONTACT INFORMATION PROTECTION



The parties will not disclose names, addresses, e-mail addresses, communication platform IDs, or telephone numbers of any contacts to third parties. Each party recognizes such contacts as the exclusive property of the respective parties and will not enter into any direct negotiations or transactions with such contacts revealed by the other party.

E. FINANCIAL SOURCES PROTECTION

The parties undertake not to enter into business transactions with banks, investors, sources of funds, refineries, storage facilities, shipping companies, or other entities in the oil and gas supply chain, the names of which have been provided by one of the parties to this agreement, unless written permission has been obtained from the disclosing party.

F. THIRD-PARTY CIRCUMVENTION

For the purposes of this agreement, it does not matter whether information was obtained from a natural or legal person. The parties also undertake not to make use of a third party to circumvent this clause.

G. INTERMEDIARIES' REPRESENTATIONS AND INDEMNITY

1. The Intermediaries represent and warrant that they have conducted reasonable due diligence on any Introduced Contact. They warrant that, to the best of their knowledge, the Introduced Contact is a legitimate business entity acting in good faith, with the legal and operational capacity to enter into and perform the proposed Transaction.
2. The Intermediaries hereby agree to indemnify, defend, and hold harmless DV&I Services, Inc. and its directors, officers, and employees from and against any and all direct claims, liabilities, damages, losses, and reasonable legal expenses arising out of or resulting from a breach of the representations and warranties set forth in this Clause 1.G.
3. The Buyer reserves the right to refuse to complete Transaction at any time without providing any explanation to the Intermediary.

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H. REMEDY FOR BREACH

In the event of a breach of Clause 1.A of this Agreement, the circumvented Party shall be entitled to claim damages equal to the commission or fee it would have reasonably realized from the Transaction, as determined by a Fee Protection Agreement or, in its absence, by industry standards. Such amount shall be the sole and exclusive remedy for the breach.

I. TERM AND TERMINATION

This Agreement shall become effective on the date of the last signature and shall remain in effect for a period of 2 (two) years. Either Party may terminate this Agreement for any reason by providing 30 (thirty) calendar days' written notice to the other Party. The obligations under Clauses 1.A and 1.B concerning any Introduced Contact



with whom active negotiations are underway at the time of termination shall survive for a period of 12 (twelve) months following the termination date.

2. GOVERNING LAW AND ARBITRATION

A. GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of New York, USA, without regard to its conflict of law principles. All references to ICC Rules 400/500/600 are hereby deleted.

B. ARBITRATION

Any dispute, controversy, or claim arising out of or relating to this Agreement, including its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the International Centre for Dispute Resolution of the American Arbitration Association (AAA-ICDR) in accordance with its prevailing rules. The seat, or legal place, of arbitration shall be Portland, Oregon, USA. The arbitration shall be conducted by a single arbitrator. The language of the arbitration shall be English. The award of the arbitrator shall be final and binding on all Parties. The signing Parties hereby accept this jurisdiction as the exclusive venue.

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3. ELECTRONIC SIGNATURES AND TRANSMISSIONS

A. VALIDITY

Signatures on this Agreement received by way of facsimile, mail, and/or e-mail shall constitute an executed contract, enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.

B. AUTHORITY

All signatories hereto acknowledge that they have read the foregoing Agreement and by their initials and signature confirm that they have full and complete authority to execute the document for and in the name of the party for which they have given their signature.

C. ELECTRONIC DOCUMENT TRANSMISSIONS (EDT)

EDT shall be deemed valid and enforceable in respect of any provisions of this Contract, incorporating U.S. Public Law 106-229, "Electronic Signatures in Global & National Commerce Act" and conforming to the UNCITRAL Model Law on Electronic Signatures (2001).



4. PARTIAL INVALIDITY

The illegality, invalidity, and non-enforceability of any provision of this document under the laws of any jurisdiction shall not affect its legality, validity, or enforceability under the law of any other jurisdiction or any other provision.

EXECUTION

FACILITATORS

INTERMEDIARY – FACILITATOR	
Name:	Mr. Agung Sidayu
Designation:	Chairman
Company Name:	PT STERCOLL ENERGI ASIA
Address:	Rasuna Office Park Unit ZO-07, Kel. Menteng Atas, Kec. Setiabudi, Kota Adm. Jakarta Selatan, Prov. DKI Jakarta
Telephone:	+628112180991
Mobile:	+628112180991
Email:	irfan.setiadi@btn.co.id
Passport/ID No:	B9013376
Nationality:	Indonesia
Signature & Seal:	

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BUYER/SELLER

BUYER/SELLER	
Name:	Mr. Victor Mikityuk
Designation:	CEO / MANAGING DIRECTOR
Company Name:	DV&I Services, Inc
Address:	10735 SE Stark St, Portland, Oregon, USA 97216
Telephone:	+1 503 473 3077



Mobile:	+1 503 473 3077
Email:	info@dvandi.com
Passport/ID No:	566570818
Nationality:	USA
Signature & Seal:	

"Accepted and agreed without change (Electronic signature is valid and accepted as hand signature)"

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS)

1. EDT (Electronic document transmissions) shall be deemed valid and enforceable in respect of any provisions of this Contract. As applicable, this agreement shall be: - Incorporate U.S. Public Law 106-229, "Electronic Signatures in Global & National Commerce Act" or such other applicable law conforming to the UNCITRAL Model Law on Electronic Signatures (2001)
2. ELECTRONIC COMMERCE AGREEMENT (ECE/TRADE/257, Geneva, May 2000) adopted by the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT).
3. EDT documents shall be subject to European Community Directive No. 95/46/EEC, as applicable. Either Party may request hard copy of any document that has been previously transmitted by electronic means provided however, that any such request shall in no manner delay the parties from performing their respective obligations and duties under EDT instruments

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