

This Non Circumvention and Non-Disclosure Agreement, hereinafter the "Agreement", is made and entered between a freelance regulated under the laws of Spain, having its head office, hereinafter referred to as "INTERMEDIARY" ANDa company organized under the laws of, having Office at represented by, hereinafter referred to as "PROVIDER".

INTERMEDIARY and PROVIDER shall hereinafter individually or collectively be referred to as the "Party" or the "Parties".

WHEREAS

Each Party has developed or possesses information and data, hereinafter defined and referred to as "Confidential Information".

The Parties are mutually desirous of transacting business transactions, in cooperation with one other for their mutual benefit, relating to "The Potential Delivery of Marble and Natural Stones to the markets of China and Marocco" and share other information disclose to the corporation, company, individual, buyer or lender introduced by the both parties, and in this aim each Party may desire to disclose to and/or receive from the other Party certain Confidential Information.

The Agreement is established to define the conditions of exchange of the Confidential Information.

It is agreed that "INTERMEDIARY" or "PRODUCER" will not contact in any way or manner any Party introduced by the other party to the Agreement without the prior written agreement of the other Party.

The clients, companies, opportunities.. that will be introduced for each part for the other will be collected on the part AI of this NDCA.

NOW THEREFORE, in consideration of the foregoing the Parties hereby agree as follows:

1. For purposes hereunder, "Confidential Information" is defined as and includes the following: all inventions, know-how, discoveries and improvements, whether or not patentable, computer programmes, designs, drawings, specifications, reports, manuals, documents, memoranda, coordination sheets, and all other information of a technical nature, as well as business, planning, marketing and financial information relative to the Project, which are the property of the Transmitter, as hereinafter defined, who decide to disclose the proper and

adequate Confidential Information and so indicates by an appropriate legend, marking, stamp or other positive written identification as hereinafter set forth.

2. The Parties commit themselves to fulfil their obligations with respect to protection of such Confidential Information in accordance with the provisions hereof.
1. Under the Agreement, it is agreed that the Party disclosing the Confidential Information is herein referred to the "TINTERMEDIARY", and the Party receiving the Confidential Information is herein referred to the "Recipient".
2. Each Party hereby agrees that he or she will not make any contract with or otherwise be involved in any transaction(s) relating to the Project with any Purchaser, Lender, and Developer, Technology or other party, introduced by INTERMEDIARY or PRODUCER without specific and agreed permission of the latter.
3. The Agreement is a perpetual guarantee from its effective date affixed below and is applied to any and all transactions entertained by the Parties regarding exclusively the Project, including subsequent and follow-up, repeat, extended or renegotiated transactions, as well as to the initial transaction, regardless of the success of the Project.
4. The Parties hereby agree to keep completely confidential the name(s) of the Purchaser, such identity shall remain confidential until either the execution of all agreements necessary to fulfil the Project or the abandon of the Project.
5. The Parties agree that absolutely no effort shall be made to circumvent the Agreement in any way or manner to gain fees, commissions, remuneration(s) or other such considerations to the benefit of a Party of the Agreement and/or the Purchaser except mutually and previously agreed by the Parties.
6. It is agreed by the Parties that full disclosure of Confidential Information constituted by business deals and arrangement(s) for fee(s), commission(s), remuneration(s), and/or consideration(s) to any Party and/or the Purchaser shall be an understood and adhered to principle of the Agreement only when both parties agree that this is imperative to continue the business transactions.
7. Any document containing Confidential Information disclosed by the Transmitter to the Recipient shall be so identified with the following notice by means of a rubber stamp and/or written or printed indication appropriately and apparently placed on the document: "Confidential Information" or "Confidential".
8. The receiving Party shall not copy, reproduce, duplicate, publish, disclose, or otherwise make available any Confidential Information disclosed by the Transmitter, or any parts, or abstracts thereof to any third person, firm, corporation, partnership or entity in any form or manner whatsoever without the prior written approval of the Transmitter.
9. The Recipient agrees not to use Confidential Information of the Transmitter or any part thereof, for its own design, development and manufacturing purposes or any other purpose.

10. The Agreement shall apply to all Confidential Information exchanged by the Parties in connection with the purpose of the Agreement defined above, notwithstanding that such Confidential Information may have been exchanged prior to the dates of signature of the Agreement, and shall remain valid for a period of five (5) years. The obligations of the Agreement shall survive for five (5) years after disclosure of the subject Confidential Information.
11. The Agreement shall not be construed as implying any obligation to enter into further agreements and nothing in the Agreement shall be construed as a license grant under any patent, now or hereafter issued, or giving to any Party hereto any manufacturing rights, or intellectual property rights.
12. The Agreement shall be governed by and interpreted in accordance with Spanish laws (including those relative to exportation and re-exportation of Confidential Information).
13. Any dispute in any way arising out of or in connection with the interpretation or performance of the Agreement, which cannot be settled within a reasonable period of time by exercising the reasonable best efforts and good faith of the Parties, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators, provided they are in odd number, appointed in accordance with the said Rules. The arbitration shall be located at Madrid, Spain.
14. The award of the arbitrators shall be final and shall have the force of a judgement as among the
15. Parties. The cost of the arbitration shall be borne as ordered by the arbitrators.
16. The Agreement has been prepared and signed in two (2) original copies in the English language.
17. Nothing in the Agreement shall grant to any Party the right to make any commitments of any kind for or on behalf of the other Party without that Party's express written authority.
18. The rights herein granted are for the benefit of the Parties hereto and except as expressly provided herein, are not for the benefit of any third person, firm, or corporation, and nothing herein contained shall be construed to create any rights or obligations to any third parties under, as a result of, or in connection with the Agreement.

The invalidity or unenforceability of any part of the Agreement for any reasons whatsoever shall not affect the validity or enforceability of the remainder.

All Parties duly endorsed on this Agreement agree and acknowledge that a financial penalty may be imposed on any one Party up to Five Million USD Dollars for any or all violations of this NON CIRCUMVENTION & NON DISCLOSURE AGREEMENT.

The Agreement is effective as of June 1, 2013

IN WITNESS WHEREOF, each Party hereto has executed the Agreement as of day and year first above written.

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

A.I CLIENTS / COMPANIES / OPPORTUNITIES