



AGREEMENT ON CONFIDENTIALITY, NON CIRCONVENTION, NON-ELUSION AND AGAINST THE USE OF SUBTERFUGES IN PROFESSIONAL, COMMERCIAL AND INDUSTRIAL ACTIONS

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This **AGREEMENT**, concerning **CONFIDENTIALITY, NON CIRCONVENTION, NON-ELUSION AND AGAINST THE USE OF SUBTERFUGES IN PROFESSIONAL, COMMERCIAL AND INDUSTRIAL PRACTICES AND ACTIONS** is stipulated into remotely on the day _____
Between: -----

BUSINESS NAME		PROYTEC PANAMA CORP.
Headquarters	- El Dorado, Centro Comercial, Galería Miami, nº 8, Panamá - Avenida Santa Anita, 361, Ciudad de Lima, Distrito de Chorrillos, Perú - Avenida Francisco de Miranda, Edificio Guarimba, Los Dos Caminos, Caracas, Venezuela	
REPRESENTED BY		LEON SEGUNDO ZAVALA DAZA
Qualification		President
Nationality		Venezuelan
Document	PASSPORT	Nº 139788776
E-mail		proytec@proytecpanama.com

Hereinafter **PARTY A** -----
and: -----

NAME AND SURNAME		
Nationality		
Residence	(Country)	
	(City)	
	(Province)	
	(POSTAL CODE)	
	(Address)	
Document		
Issuing date		
Expiration Date		
TAX CODE		
Personal Phone		
Personal E-mail		
Qualification		
BUSINESS NAME		
Legal Form		
Form of Administration		
Registered at		
Register No.		
TAX CODE and VAT number		
Headquarter	(Country)	
	(City)	
	(Province)	
	(POSTAL CODE)	
	(Address)	
Business Phone		
Business E-mail		

Hereinafter **PARTY B** -----
Hereinafter also generically referred to as **PARTY** or in the plural and jointly **PARTIES**. -----

SIGNATURE PARTY A

SIGNATURE PARTY B



In relation to this AGREEMENT, the PARTIES assume responsibility for any action, direct or indirect, also carried out by personal PROCURATORS, COMPANIES and BUSINESS GROUPS, which for this purpose they or their PROCURATORS represent, in industrial, professional and commercial actions, as well as by their respective DIRECTORS, DELEGATES, AGENTS, CONTRACTORS, PROFESSIONALS, TECHNICIANS, EMPLOYEES, in general and COLLABORATORS (all natural and legal persons, indicated with the term AFFILIATES) and the rights and obligations of the PARTIES therefore extend to the AFFILIATES, so that any dispute of a PARTY will be directed to the other PARTY, even if they are facts attributable to AFFILIATES. -----

INTRODUCTION. -----

A. Since, the PARTIES are both interested in establishing the possible business relationship ("**Business Purpose**") -----

B. Since in order to evaluate the possible relationship, its developments, and its realization, the PARTIES are both interested in obtaining some information from each other, and in knowing, analyzing and evaluating all the existing possibilities, as well as contacting Groups, Companies, Professionals and Technicians, Associations, Trade Unions, Institutions, Public and Private Bodies and Institutes, Banks, Funds, Venture Capital, Investors in general, Financial companies, Various References, Suppliers, Customers, and People in general (all referred to as THIRD PARTIES) that allow the development of any project within the "Business Purpose".-----

C. Since "Confidential Information" means any information that includes, but is not limited to, information concerning the profiles of Groups, Companies, Professionals and Technicians, Associations, Trade Unions, Institutions, Public and Private Bodies and Institutes, Banks, Funds, Venture Capital, Investors in general, Financial companies, Various References, Suppliers, Customers, Lists of Customers and Suppliers, Product presentations, Price Lists and Formulas, Product Manuals, Processes in general, Technologies, Knowledge technical, Documents containing Data, Administration, Correspondence, Manuals in general, Documents in general, Software, Business Plans, Business and Marketing Strategies, Methods of conducting business, in any form both tangible and intangible (including written information, speeches observations, visual observations, and electronically recorded data), provided directly or indirectly, and any other information identified by the PARTY from which they have been disclosed as confidential or exclusive, or considered confidential, protected or exclusive by law.----- Those otherwise accessible to the public cannot be considered "Confidential Information". -----

D. Since "Circumvention" is intended as any action and way of acting aimed at obtaining any subjective indication, information, advantage, or even just facilitation, or evading the PARTY that maintains relations with THIRD PARTIES through the use of coaxing, flattery, lies and conduct not suited to the creation of a joint "Business Purpose". -----

E. Since the use of subterfuge in professional and commercial industrial practices and actions is intended as any covert action aimed at gaining credibility with THIRD PARTIES to the detriment of the other PARTY in the practices and actions that are developed for the realization of the common "Business Purpose". -----

WHEREAS THIS, the PARTIES, by signing this AGREEMENT, accept: -----

SIGNATURE PARTY A

SIGNATURE PARTY B



- 1. **CONFIDENTIALITY.** -----
 - 1.1. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.** -----
 - 1.1.1. The PARTIES agree to keep all "Confidential Information" strictly confidential and to make it accessible only to Shareholders, Directors, Officers, Partners or Employees who are directly involved with the evaluation and development of the "Business Purpose", and only after such Persons have been informed of the obligations established by this AGREEMENT and agree to abide by its terms. -----
 - 1.1.2. The PARTIES must take all necessary precautions in order to prevent the "Confidential Information" from being disclosed or made available to any natural and legal person and any other entity, not authorized. -----
 - 1.2. **USE OF CONFIDENTIAL INFORMATION.** -----
 - 1.2.1. The PARTIES undertake not to use the Confidential Information for any purpose, except for the "Business Purpose", without first obtaining the prior written consent of the other PARTY. -----
 - 1.2.2. The PARTIES undertake to take all measures required to comply with the privacy provisions, whenever there is a transfer of data personal to the other PARTY. -----
 - 1.3. **CUSTOMER / SUPPLIER / COMPETITOR.** -----
 - 1.3.1. Without limiting anything else in this AGREEMENT, each PARTY shall not in any case, directly or indirectly, provide or allow any Competitor, Supplier or Customer of the other PARTY to obtain any "Confidential Information".
 - 1.4. **RETURN OF CONFIDENTIAL INFORMATION.** -----
 - 1.4.1. At the conclusion of the examination of the "Confidential Information", the PARTIES agree to promptly return to the PARTY that has transmitted to it all that it has delivered and all documents and copies relating thereto, obtained in accordance with this AGREEMENT and all the notes drawn up in relation to such "Confidential Information". -----
 - 1.4.2. The PARTIES further agree to notify the other PARTY if there are requests from lawyers to obtain any documents or testimony relating to any aspect of the "Confidential Information" for legal disputes regarding the "Business Purpose". -----
 - 1.5. **OBLIGATIONS BETWEEN THE PARTIES.** -----
 - 1.5.1. This AGREEMENT creates no obligation for either PARTY to provide the other PARTY "Confidential Information". -----
 - 1.5.2. However, if the Information has been provided, it is automatically considered Confidential and is subject to the terms of this AGREEMENT. -----
 - 1.5.3. Each PARTY makes no representations or warranties regarding the accuracy and completeness of the "Confidential Information" and is aware that the other PARTY will conduct its own independent analysis and investigation. -----
- 2. **CIRCUMVENTION AND USE OF SUBTERFUGES IN PROFESSIONAL, COMMERCIAL AND INDUSTRIAL PRACTICES AND ACTIONS.** -----
 - 2.1. **CIRCUMVENTION.** -----
 - 2.1.1. The PARTIES have and maintain the right to preserve and protect THIRD PARTIES individually or in any other way connected or related to them, even if they are interested, involved, or in some way inter-related with the issues contemplated in this document and with the "Business Purpose". -----
 - 2.1.2. Although any PARTY, through a reasoned investigation, may be able to identify such THIRD PARTIES, the PARTIES undertake not to act under the "Circumvention" or to evade the PARTY having the relationship and to refrain from maintaining direct contact with the THIRD PARTIES with which the other PARTY is negotiating, unless invited by the same other PARTY to intervene jointly or authorized in writing to relate directly. -----

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2.1.3 A PARTY may disclose in the negotiation process the names or present to the other PARTY of the THIRD PARTIES with which the same PARTY is in relation for the purposes of the "Business Purpose", but this does not authorize the PARTY that has become aware, directly or indirectly, use the names or relate directly to THIRD PARTIES, to start autonomous negotiations. -----

2.1.4. In particular, but without limitation, the PARTIES are prohibited from taking any action that may Circumvent or Elude the PARTY, directly or indirectly, by revealing names or presenting to THIRD PARTIES for the "Business Purpose".

2.2 USE OF SUBTERFUGES IN PROFESSIONAL COMMERCIAL AND INDUSTRIAL PRACTICES AND ACTIONS. -----

2.2.1. The PARTIES mutually undertake to act with respect and good faith and undertake not to resort to Subterfuge in Professional, Commercial and Industrial Practices and Actions with THIRD PARTIES individually connected or correlated to them, even if interested, involved, connected or in some cases interacting with the topics covered in this document and with the "Business Purpose".

2.2.2. In particular, but without limitation, the PARTIES are prohibited from taking any action that can be considered, directly or indirectly, as the "Use of Subterfuge in Professional, Commercial and Industrial Practices and Actions" in the "Business Purpose". -----

3. SEPARABILITY. -----

3.1. If any provision of this AGREEMENT is declared unenforceable for any reason, the remaining provisions of this AGREEMENT shall not be affected and shall remain fully effective. -----

4. REVIEW. -----

4.1. This AGREEMENT may only be revised or cancelled by the written consent of the PARTIES. -----

5. REFERENCE STANDARDS. -----

5.1. This AGREEMENT is drawn up, governed and interpreted in accordance with the texts deposited at the International Chamber of Commerce (ICC) of Paris, without regard to conflicts of national laws, regarding CONFIDENTIALITY, NON-CIRCONVENTION and AGAINST THE USE OF SUBTERFUGES IN PROFESSIONAL COMMERCIAL AND INDUSTRIAL PRACTICES AND ACTIONS. -----

5.2. If it becomes necessary for a PARTY to take any action to claim the application of this AGREEMENT, each matter will initially be submitted to arbitration which will be entrusted to a trio of Lawyers of which two chosen, one chosen by each of the PARTIES, and the third appointed by the two chosen Lawyers, who will act as President. -----

5.3. The PARTY that prevails in an arbitration act has the right to recover from the losing PARTY, in addition to what is established by the arbitration for damages, also all costs of the appeal. -----

5.4. Any dispute deriving from this AGREEMENT and which is not resolved by conciliation may be submitted to the Court of the State chosen by the PARTY who considers himself injured. -----

6. NON-COMPLIANCE OR VIOLATION. -----

6.1. The PARTIES agree that failure to comply with the clauses governing CONFIDENTIALITY (Point 1., from 1.1. To 1.5.), CIRCONVENTION and USE OF SUBTERFUGES IN PROFESSIONAL COMMERCIAL AND INDUSTRIAL PRACTICES AND ACTIONS (Point 2., from 2.1. To 2.2.) can cause irreparable damage to the other PARTY and, in the event of such non-compliance or violation, in addition to any other possible specific fulfilment equally provided for by the relevant international regulations or from any conciliation, the other PARTY may obtain temporary restraining orders, preliminary injunctions or similar equitable compensation. -----

SIGNATURE PARTY A

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- 7. COMPLETE AGREEMENT.** -----
- 7.1. This AGREEMENT replaces any other oral or written AGREEMENT between the PARTIES on the subject. -----
- 7.2. The PARTIES have discussed, agreed in all its terms and entered into this AGREEMENT on the date indicated, in full compliance with the texts on the subject deposited at the International Chamber of Commerce (ICC) of Paris. -----
- 7.3. Each PARTY informs the other that disclosure of this AGREEMENT is duly and validly authorized. -----
- 8. DURATION OF THE AGREEMENT.** -----
- 8.1. The AGREEMENT has a duration of one year from the signing of this document and is automatically renewed from year to year, if not terminated in writing by one of the PARTIES. -----
- 8.2. In any case, the consent and obligation of the PARTIES regarding the respect, use, protection and character of "Confidential Information" as well as the "Non-Circumvention" and "Non-Use of Subterfuge in Professional, Commercial and Industrial Practices and Actions" will survive indefinitely after the termination of this AGREEMENT. -----
- 9. COMMUNICATIONS.** -----
- 9.1. It is understood that written communications must be sent by e-mail between the indicated mailboxes, and that the same communications take on the value of documents written and signed by the PARTIES on all occasions for which this AGREEMENT provides for written communication and / or authorization. --
- 10. ELECTRONIC SIGNATURE AND TRANSMISSION OF DOCUMENTS.** -----
- 10.1. This AGREEMENT and all correspondence between the PARTIES pursuant to this AGREEMENT, are subject to the rules and regulations of the EDT (Electronic Transmission of Documents), provided that they are sent and received using the e-mails referred to in point 9. -----
- In particular, the signatures of the PARTIES in documents transmitted via EDT instruments are subject to the rules established by the Law "Incorporate US Public Law 106-229 - Electronic Signatures in Global and National Commerce Act "ECE / COMMERCIO / 257, Geneva, May 2000, adopted by the United Nations (UN / CEFAC). -----
- EDT documents are subject to the Community Directive n. 95/46 / EEC, as appropriate. -----
- Each of the PARTIES may request the printing of any document previously transmitted electronically, even if the documents and signatures transmitted with EDT tools are completely legal.
- 11. FINAL PROVISIONS.** -----
- 11.1. This AGREEMENT is signed remotely, as an EDT instruments, possibly also in separate copies, all in English, each of which is considered as original, but all together constitute the same authentic will of the PARTIES. -----
- 11.2. Finally, the PARTIES agree that, should it prove appropriate or necessary, they will carry out a translation, possibly even sworn, in the requested language. -----
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<p>SIGNED with manual or electronic signature in Panama, Panama on the day</p> <p>LEON SEGUNDO ZAVALA DAZA (President)</p>	<p>SIGNED with manual or electronic signature in on the day</p> <p>_____ [NAME AND SURNAME]</p>
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SIGNATURE PARTY A

SIGNATURE PARTY B