

- This contract covers project P 2632-S -

Contract between

hereinafter referred to as the Customer

and

ROLF POPP PRO CONSULT GmbH, Burkardinerstr. 37, 97234 Reichenberg/Würzburg/Germany

hereinafter referred to as Contractor

I. Power of Disposition

The Customer hereby declares that he is authorised to conclude contracts on behalf of the company, and/or that he is acting as an authorised representative.

II. Confidentiality

For the purposes of this Agreement, "Confidential Information" means any information disclosed by the Contractor and/or the vendor (the "Disclosing Party") to the Customer ("Receiving Party") or which is otherwise communicated to or comes to the attention of the Receiving Party whether such information is in writing, oral or in any other form or media and whether such disclosure, communication or coming to the attention of the Receiving Party occurs prior to or during this Agreement, as well as the identity of the company and that sales talks are taking place.

The Customer undertakes not to pass on to other persons and not to utilise any information, data, trade secrets, the known intentions to sell etc. of which he gains knowledge. The customer also undertakes to refrain from indirectly or directly utilising technical or economic data from companies offered for sale, and not to approach customers, suppliers, banks or other business partners of the object offered for sale without possessing explicit written authorisation, and not to entice away any employees of the potential seller for the duration of 36 months from the date of disclosure of identity. The obligation to observe confidentiality applies not only for successful negotiation but also in the event that this contractual relationship should not come about, and also after termination of this contractual relationship. The Customer himself must ensure, and is himself responsible for ensuring, that his employees, as well as third parties who are called into such talks and who gain knowledge of this secret information, do not pass this information on. The obligation to observe confidentiality applies even if no agreement is reached between a seller and the Customer. In this case, the Customer shall undertake to hand back all documents received from the other party within the framework of the negotiations and talks, and not to retain any copy or the like. To process any mandate placed with the Contractor, it is necessary that the Contractor should save diverse data and utilise these within the framework of his electronic data processing. However, these data shall also be treated in absolute confidence.

Nothing in this Agreement shall apply to any Confidential Information:

- a. which, at the time of its disclosure, is in the public domain;
- b. which you are required to disclose, retain or maintain by law or any regulatory or government authority. In this case, the discloser shall inform the Disclosing Party in writing of the disclosure requirement as soon as practicably possible so that the Contractor and/or Vendor shall be able to take the necessary steps to control the conditions of such disclosure.

III. Terms of introduction and information

Information and transferred documents with respect to the project ("investment possibility") are NOT to be regarded as an advertisement for investment business (regulated by the Financial Services and Markets Act 2000).

IV. Legal Agreements

The place of fulfilment for mutual obligations is the location of Contractor's main office. The place of jurisdiction is Würzburg, Germany. In other respects, the liability of the Contractor cannot be accepted, except in cases of intent or gross negligence. Claims for damages, for whatever legal reasons, are restricted to the maximum amount of commission received. All commission and costs are subject to statutory VAT at the current rate. The Contractor accepts no liability for the correctness or completeness of information provided with respect to offered companies, assets, property, persons and the like. The interested party is obliged to obtain and check the information by itself. In respect to this project no person gives any warranty or makes any representation as to the accuracy or otherwise of the Confidential Information, save as may subsequently be agreed in writing. As a representation as to the accuracy, completeness, quality or reliability of the information and the Receiving Party should seek its own advice from an appropriately qualified professional.

Any failure by the Disclosing Party at any time to enforce or exercise any of their rights under this Undertaking will not be construed as a waiver of their right to enforce or exercise that right in future or other rights under this Undertaking at any time.

The Contractor is also entitled to work for the seller's side against payment.

Damages may be a wholly inadequate measure of loss in the event of any breach of the terms of this Undertaking and accordingly the Customer agrees that in such an event the Disclosing Party shall be entitled to seek specific enforcement of these terms (by injunction or otherwise) on such terms as any Court with jurisdiction may deem just and proper.

V. Saving Clause

Additional agreements, individual agreements and divergences from the content of the Contract are not effective unless agreed in writing. If individual provisions of this Agreement are or should become legally ineffective, in full or in part, this does not affect the effectiveness of the remaining provisions. Instead of the ineffective provision, the parties to the contract shall agree on a provision coming closest to the desired economic interests of the two parties.

Company name:

Principle contact:

Address:

Email & Tel no

Signed:

Date: