CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

MEETING

On the one hand. Doña Raquel Domínguez Segura, president of the Asociación Semilla Monte Alegre with CIF G93473551, in her own name and right, with address for the purposes of this agreement in Almayate (hereinafter 'THE **LICENSOR**') and on the other hand, ..., in her own name and right, with address for the purposes of this agreement in ..... (hereinafter referred to as '**THE LICENSEE**').

Both parties mutually recognise each other's capacity to bind themselves and, to this end, enter into this Confidentiality and Non-Disclosure Agreement on the basis of the following:

STIPULATIONS

FIRST

Purpose. This Agreement refers to the information that THE LICENSOR provides to THE LICENSEE, either orally, graphically or in written form, regarding the Ecovillage project called Iki-Gaia, which has been promoted by THE LICENSOR for several years now. Apart from the set of confidential documents that THE LICENSEE has developed as part of the Iki-Gaia project, the "Iki-Gaia Business Plan" and all the data regarding the location of the land where the EcoVillage is to be located and where the corresponding activities projected within the Iki-Gaia project are planned to be developed are considered to be extremely confidential.

SECOND

1. THE LICENSEE undertakes to maintain the strictest confidentiality with regard to the information and documents considered confidential provided by THE LICENSOR. The information and documents considered confidential are the following:

- All information relating to the location of the farm and land where the Iki-Gaia project is expected to be carried out. The disclosure of such information to third parties may cause particularly serious prejudice to the project, given that THE LICENSOR is currently in negotiations with the owner of the said land in order to reach an agreement for the purchase of the same.
- The different contract models to become a member of Iki-Gaia.
- The Business Plan of the Project

2. THE LICENSEE may not reproduce, modify, make public or disclose to third parties the information covered by this Agreement without the prior written and express authorisation of the LICENSOR.

THIRD

Without prejudice to the provisions of this Agreement, both parties agree that the obligation of confidentiality shall not apply in the following CASES:

1. When the information will be in the public domain at the time of its provision to the LICENSEE or, once the information has been provided, it enters the public domain without infringing any of the Stipulations of this Agreement.

2. When the information was already known to the LICENSEE prior to the signing of this Agreement and with no obligation to keep it confidential.

3. Where disclosure is required by law or by court order. In such a case, THE LICENSEE shall notify THE LICENSOR of such an eventuality and shall use its best endeavours to ensure that the information is treated confidentially.

4. In the event that THE LICENSEE can prove that the information was legitimately developed or received from third parties, in a form totally independent of its relationship with THE LICENSOR.

FOURTH

The intellectual property rights of the information subject of this Agreement belong to the ASSIGNOR and the fact of disclosing it to the ASSIGNEE for the purpose of informing him/her about the Ecoaldea Iki-Gaia project will not change this situation.

In the event that THE LICENSEE breaches this agreement and does not maintain due confidentiality with respect to the confidential information that has been transferred to him/her, disclosing or using said information in any form other than the object of this Agreement, either maliciously or through mere negligence, he/she will have to compensate THE LICENSEE for the damages caused, without prejudice to the civil or criminal actions that may correspond to the latter.

FIFTH

The parties undertake to return any documentation, background information provided on any type of support and, where appropriate, the copies obtained of the same, which constitute information covered by the duty of confidentiality covered by this Agreement in the event that the relationship between the parties ceases for any reason whatsoever.

SIXTH

This Agreement shall enter into force at the time of its signature by both parties, and shall remain in force for a period of five years after the end of the relationship between the parties or, where appropriate, the provision of the service.

SEVENTH

In the event of any conflict or discrepancy that may arise in relation to the interpretation and/or fulfillment of this Agreement, the parties expressly submit themselves to the Courts and Tribunals of the province of Malaga, renouncing their own jurisdiction, applying current Spanish legislation.

And as a sign of express agreement and acceptance of the terms of this Agreement, the parties hereto have signed it, in duplicate, in all its pages and to a single effect at the place and on the date indicated at the beginning.

Locaton / Date:_____ Locaton / Date:_____

THE LICESOR:_____ THE LICENSEE:_____