

# ***FMCB***

## **NON-CIRCUMVENTION, NON-DISCLOSURE AND WORKING AGREEMENT**

Whereas, the undersigned wish to enter into this Agreement to define certain parameters of their future legal obligations, are bound by a duty of Confidentiality with respect to their sources and contacts. This duty is in accordance with International Chamber of Commerce Convention (I.C.C. 5000);

Whereas, the undersigned desire to enter into a working business relationship for the mutual and common benefit of the parties hereto, including their subsidiaries, stockholders, partners, successors and assigns;

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

### **I. TERMS AND CONDITIONS:**

A. The parties will not in any manner neither solicit nor accept any business from sources made available through any party to this agreement without the express permission of the party who made available the source, and

B. The parties will maintain complete confidentiality regarding each other's business sources and/or their affiliates, and will disclose such business sources only to parties named pursuant to the express written permission of the party who made available the source, and

C. That they will not in any way whatsoever circumvent, nor attempt to circumvent, each other, or any of the parties involved in any of the transactions, nor disclose to another party any information in respect to commissions, agreements, quotes or business arrangements which are considered confidential in nature, made with its respective partners, business associates, co-venturers or other third parties and do, to the best of their abilities, assure the other parties that the transaction codes established will not be affected by parties desirous of entering in the transaction, and

D. That they will not disclose any of the names, addresses and e-mail addresses, telephone and fax or telex numbers to any contacts by either party to any third

party, and that they each recognize such contacts as the exclusive property of the respective parties, and that they will not enter into any direct negotiations or transactions with such contacts revealed by the other party, and

E. That they further undertake not to enter into business transactions or with private investors, private sources of funds or other bodies, the names and contact numbers or e-mail address of which have been provided by one of the parties without the express knowledge, consent and approval of the party who made available such source. The parties also undertake not to make use of a third party to circumvent the clause, and

F. That in the event of breach or circumvention of this agreement by either party, directly or indirectly, the circumvented party shall be entitled to legal monetary damages including to the maximum service it should realize from such a transactions plus any and all expenses including but not limited to, all legal costs and expenses incurred to recover the lost revenue.

G. All considerations, benefits, bonuses, participation fees and/or commission received as a result of the contributions of the parties in the agreement relating to any and all transactions will be allocated and mutually agreed, as shown on an FPA (Fee Protection Agreement).

H. This agreement is valid for any and all goods/services, transactions between parties hereto and shall be governed by the enforceable law of any international court of the European Union, the United States of America, or any other governing international body.

I. All signatories hereto acknowledge that FMCB PRODUCTIONS LLC and any and all of its officers, directors, and employees cannot be held responsible for the accuracy or legitimacy of any documents, Corporate Offers or Contracts passed to Buyers or Sellers under any circumstances whatsoever. Furthermore all signatories accept that all costs associated with this and every transaction are at their own individual expense. FMCB PRODUCTIONS LLC acts as conduit between one interested party and another but has no liability or responsibility on whether this or any other contract or deal is successfully concluded and all signatories accept that they must conduct their own Due Diligence at their own expense.

This duration of the Agreement shall perpetuate for three (3) years from the date hereof, and shall bind the original signatories, their successors, and/or assigns mutually.

## II. AGREEMENT TO TERMS

A. Signature on this agreement received by way of Facsimile, Mail or E-mail, shall be deemed to be an executed contract, an agreement enforceable and admissible for all purposes as may be necessary under the terms of the Agreement.

B. All signatories hereto acknowledge that they have read the foregoing agreement, and by their initials and signature they represent that they have full and complete authority to execute this for and in the name of the party for which they have given their signatures.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Signed:

RUBEN SANCHEZ

*Electronic signature*

Ruben Sanchez,  
FMCB PRODUCTIONS LLC

\_\_\_\_\_  
Signature,