## CONFIDENTIALITY AGREEMENT

by and between

**(Names of S. A.to be inserted).** (hereinafter “GL”) and

(hereinafter "Recipients")

- hereinafter individually referred to as a “Party” and jointly referred to as the “Parties”-

## Preamble

In order to ensure protection of confidentiality for the provided information the Parties agree as follows:

## Definitions

“Representatives” are employees, agents, advisors and representatives of one Party.

## Definition of Confidential Information

GL proposes to disclose certain of its confidential and proprietary information (the "*Confidential Information*") to Recipients. Confidential Information shall include all information, data, analysis, compilations, studies, memoranda, charts, tables, sketches, drawings, designs, files, materials, products, specifications, manuals, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to Recipients or any of its Representatives in connection with the Transaction.

## Confidentiality

1. Recipients agree that the Confidential Information is to be considered confidential and proprietary to GL and Recipients shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with GL, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipients will not disclose, publish or otherwise reveal any of the Confidential Information received from GL to any other party whatsoever except with the specific prior written authorization of Alice Iten, and Bernard Iten
2. Recipients agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information in connection with the Transaction, who are informed of the confidential nature of the Confidential Information and who, prior to receipt of any Confidential Information, shall agree in writing to be bound by this Agreement or are bound by statutory confidentiality rules. The Recipients hereby agrees to be responsible for any breach of this Agreement by its Representatives.
3. The Confidential Information will be returned to GL immediately upon its request without the retention of any copies thereof. That portion of the Confidential Information which consists of or is incorporated (either fully or partially) into analyses, compilations, studies or other documents prepared by the Recipients and its Representatives will be destroyed. The Recipients will supply written evidence of such destruction upon request.
4. In the event that the Recipients or its Representatives become legally compelled to disclose any of the Confidential Information, the Recipients will provide GL with prompt notice so that AGP may seek a protection order or other appropriate remedy and/or waive compliance with the provision of this Agreement. In the event that such protective order or other remedy is not obtained, or that GL waives compliance with the provisions of this Agreement, the Recipients or its Representatives will furnish only that portion of the Confidential Information which is legally required according to legal counsel and will exercise its reasonable best efforts to attempt to obtain, at the expense of Recipient, a protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.
5. Confidential Information can only be used in accordance with the Transaction.

## Term

This confidentiality agreement is valid as long as the Confidential Information is confidential and will be superseded when the Transaction Agreements come into force.

## Other Information

Recipients shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Recipients; is rightfully received by Recipients without obligations of confidentiality; or is developed by Recipients without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to GL along with the asserted grounds for disclosure.

## No License

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Recipients agree not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

## Governing Law and Equitable Relief

The Provisions will be governed by and construed under the laws of the Republic of Costa Rica without regard to conflicts of laws principles thereof which would result in the application of the laws of another jurisdiction. Recipients agrees that in the event of any breach or threatened breach by Recipients, AGP may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect GL against any such breach or threatened breach.

## Arbitration

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the International Center for Conciliation and Arbitration of the Costa Rican-American Chamber of Commerce (CCIA”), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected by the CICA.

# The parties hereby agree to submit voluntarily and unconditionally to its rules and bylaws and claim knowledge thereof.

## Miscellaneous

1. Recipients may not assign this Agreement or any interest herein without GL’s expresses prior written consent.
2. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
3. The Recipients understands that GL is not making any representations or warranty as to the accuracy or completeness of the Confidential Information. AGP shall have no liability to the Recipients as a result of their respective use of the Confidential Information.
4. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
5. This Agreement contains the entire agreement of the Parties with regard to the subject matter of this Agreement. Changes to and amendments of this Agreement, including this Section (IX) must be agreed in writing, unless a more stringent form is required by law.

## Notice

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to GL: -

If to Recipients: **-**

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement as of the date

# GL.