Attention of Mr.

7th March, 2016

Dear Sirs,

**Ref.: CONFIDENTIALITY AGREEMENT**

In reference to the negotiations that will take place with ………………. with registered office at ………………………………, holder of Tax ID …………… (hereinafter, the “**Industrialist**”) in order to obtain from said company, on a voluntary basis and without financial compensation, its specialised opinion on the pre-design of the execution system of the railings and the materials to be used, as well as a financial assessment of the submitted proposal; all of it with reference to the construction works of a real estate project sponsored by ……………………. (the “**Developer**”), consisting in the construction of 89 housings within a building currently under construction, located in the building complex known as ……………………., located between ………………….(the “**Project**”).

For the purposes of obtaining the aforementioned information and assessment, the Developer intends to provide certain Confidential Information (as defined below) on the Project, which use and access are subject to the terms and conditions set forth in this confidentiality agreement (hereinafter, the “**Confidentiality Agreement**”).

The Industrial and the Developer, will be jointly referred to as, the “**Parties**” and individually, each of them as, a “**Party**”.

1. For the purposes of this Confidentiality Agreement, “**Confidential Information**” shall mean and include, all such documents, materials and information related to the Project that the Developer or its representatives (including directors, investors, employees, advisors, agents, representatives, project managers and successors) supply to the Industrial from the date of the signing of this Confidentiality Agreement. Notwithstanding the foregoing, Confidential Information does not include information which:
2. Prior to the delivery of such Confidential Information, was already in the public domain or in the possession of the Industrial;
3. Was or becomes generally available to the public other than as a result of an act or omission hereunder carried out by the Industrial or any of the Industrial’s directors, employees, advisors, agents, representatives and successors; or
4. Is disclosed to the Industrial by the Developer or its directors, investors, employees, advisors, agents, representatives, project managers and successors on an expressly stated non confidentiality basis.

1. By virtue of this Confidentiality Agreement, the Industrial agrees to use the Confidential Information solely for the purposes of evaluating the Project and considering its participation, to keep confidential the Confidential Information and not to disclose it to third parties save (i) to its directors, employees, auditors and internal and external advisors involved in evaluating the Confidential Information; (ii) with the consent of the Developer; or (iii) in those cases foreseen in clause 3 below.

The Industrial shall be responsible for any non-compliance of this agreement by any of the mentioned people.

1. Notwithstanding clause 2 above, the Industrial may disclose and reveal the Confidential Information in accordance with a legal obligation or legal process or due to a requirement of any court, judge, regulatory or governmental authority or any other entity or if required by the internal supervisory procedures (auditory). In such cases, to the extent possible, the Industrial will inform the Developer of such circumstances.

1. The Industrial upon written request of the Developer shall destroy or return (at the Developer’s choice) the Confidential Information. Notwithstanding the foregoing, the Industrial shall be permitted to retain (a) such Confidential Information required for the purposes of, or as required by, any law, regulation, legal process, regulatory or governmental authority or any other or in accordance with internal compliance or supervisory procedures and (b) copies of any computer records and files containing any Confidential Information which have been created pursuant to automatic archiving and back-up procedures.

The Developer will be entitled to require the Industrial to certify the return or the destruction of the Confidential Information, provided that the retention does not apply due to the indicated causes.

1. The Developer expressly acknowledges that this Confidentiality Agreement does not imply a commitment of the Industrial to participate in the Project nor any other kind of commitment in favour of the Developer and/or the Project.
2. The Parties shall not be entitled to assign this Confidentiality Agreement.
3. The Parties agree that no amendments or modifications may be made to this Confidentiality Agreement without the express written consent of the Parties hereto.

1. This Confidentiality Agreement will enter into force on the date of its execution by both Parties and will remain into force until the earlier of the following dates (a) the termination date of execution of the Project, or (b) twenty four (24) months from the date of execution of this Confidentiality Agreement.
2. This Confidentiality Agreement shall be governed and construed in all respects in accordance with Spanish law and shall be subject to the exclusive jurisdiction of the competent Barcelona city Courts.

The Parties agree to the foregoing and execute this Confidentiality Agreement in two original counterparts with a sole effect.

We acknowledge and agree on the above:

Date: 7th, March 2016