

NON-CIRCUMVENTION, NON-DISCLOSURE AND WORKING AGREEMENT

(General Business, Project and Investment Transactions)

Modeled on the ICC Non-Circumvention, Non-Disclosure and Working Agreement (ICC Publication No. 619) and adapted to the Parties' transaction.

Effective Date: _____

THE PARTIES

This Non-Circumvention, Non-Disclosure and Working Agreement (the "Agreement") is entered into on the Effective Date set forth above, by and between the following parties (each a "Party" and collectively the "Parties"):

PARTY ONE	
Company	FrانياG International LLC
Authorized Representative	Frانيا Gutierrez
Title	Chief Executive Officer (CEO)
Registered Address	13574 Village Park Dr, Suite 115, Orlando, FL 32837, USA
Jurisdiction of Formation	State of Florida, United States of America
Email	fgutierrez@franiag.com
Role in Transaction	Advisor / Intermediary (as applicable per transaction)

PARTY TWO	
Company	_____
Authorized Representative	_____
Title	_____
Registered Address	_____
Jurisdiction of Formation	_____
Passport / ID No.	_____
Email / Telephone	_____
Role in Transaction	_____

PARTY THREE (IF APPLICABLE)	
Company	_____
Authorized Representative	_____
Title	_____
Registered Address	_____
Jurisdiction of Formation	_____
Passport / ID No.	_____

Email / Telephone	_____
Role in Transaction	_____

RECITALS

WHEREAS, the Parties intend to engage, jointly or in coordinated roles, in one or more business, project, investment or financing transactions, which may include, without limitation, infrastructure, energy, real estate, mining, industrial, commercial or financial projects and ventures (collectively, the “Transaction”);

WHEREAS, the Parties will exchange, during the negotiation and performance of the Transaction, sensitive commercial, technical, financial, logistical and contractual information, including the identity of project owners, sponsors, investors, lenders, buyers, sellers, mandates, intermediaries, banks and escrow agents;

WHEREAS, each Party wishes to protect such information from unauthorized disclosure and to prevent any Party from being circumvented, bypassed, avoided or otherwise eliminated from the Transaction or any related, follow-on, repeat, renewed, extended, parallel, or third-party transaction arising directly or indirectly from the relationships established hereunder;

NOW, THEREFORE, in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

(a) “Confidential Information” means any and all information, in any form (written, oral, electronic, visual or otherwise), disclosed by one Party (the “Disclosing Party”) to any other Party (the “Receiving Party”) in connection with the Transaction, including without limitation: the names, addresses, telephone numbers, emails, banking and account information of project owners, sponsors, investors, lenders, buyers, sellers, mandates, intermediaries, brokers, financiers, and any of their affiliates, employees, agents or representatives; commercial terms, prices, fees and financial models; project documents, studies, permits, titles and technical reports; contractual documents, financial instruments, escrow instructions, and all communications related thereto.

(b) “Contacts” means any individual or legal entity introduced by one Party to any other Party (directly or indirectly, including through chains of correspondence, meetings, emails, or document transmittals) in relation to the Transaction.

(c) “Transaction” means any present or future business, investment, financing or commercial operation undertaken or contemplated by any of the Parties using, in whole or in part, Confidential Information or Contacts originating under this Agreement.

(d) “Commissions” means all fees, commissions, success fees, finder's fees, brokerage fees, advisory fees, or other consideration payable to any Party in connection with the Transaction, as further specified in a separate Irrevocable Master Fee Protection Agreement (“IMFPA”), engagement letter or fee schedule executed between the Parties.

2. NON-CIRCUMVENTION

1. Each Party irrevocably undertakes that, during the Term of this Agreement and for the survival period set forth in Clause 6, it shall not, directly or indirectly, alone or through any affiliate, employee, agent, subsidiary, parent company, family member, nominee, trust, or any third party, attempt to or actually circumvent, bypass, avoid, compete with, or eliminate any other Party from the Transaction or from any Contacts introduced under this Agreement.
2. Without limiting the foregoing, no Party shall: (a) contact any Contact of another Party for the purpose of conducting a Transaction without the prior written consent of the introducing Party; (b)

enter into any direct or indirect transaction with such Contact that excludes any other Party; or (c) deny, reduce, delay or fail to pay any Commission that is owed to another Party in respect of a Transaction.

3. This Clause applies equally to the first Transaction and to any and all add-on, repeat, renewed, extended, rolled-over, parallel, ancillary or substitute transactions arising from or made possible by the relationships, introductions or information exchanged under this Agreement.

3. NON-DISCLOSURE

4. Each Receiving Party shall hold all Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party, except to its directors, officers, employees, attorneys, accountants and bankers that have a strict need to know for the purpose of executing the Transaction and that are bound by confidentiality obligations no less restrictive than those set out herein.
5. The Receiving Party shall use the Confidential Information solely for the purpose of evaluating, negotiating, and executing the Transaction, and for no other purpose.
6. The obligation of confidentiality shall not apply to information which: (a) is or becomes publicly available through no breach of this Agreement; (b) was already in the lawful possession of the Receiving Party prior to disclosure, as evidenced by written records; (c) is independently developed by the Receiving Party without reference to the Confidential Information; or (d) is required to be disclosed by a court of competent jurisdiction or by applicable law, provided that the Receiving Party gives prompt written notice to the Disclosing Party to allow it to seek a protective order.

4. COMPLIANCE (AML / KYC)

7. Each Party warrants that it shall comply with all applicable anti-money laundering (AML), counter-terrorist financing (CTF), and sanctions laws, including those administered by the U.S. Office of Foreign Assets Control (OFAC), and shall provide such Know-Your-Customer (KYC) documentation as the other Parties may reasonably request.
8. Each Party warrants that all funds, assets and projects involved in any Transaction are of lawful origin and that all documentation provided in connection therewith is true, accurate and complete.

5. COMMISSIONS AND FEE PROTECTION

9. The Parties acknowledge that any Commissions earned by any Party in connection with the Transaction shall be documented in a separate IMFPA, engagement letter or fee schedule, which shall form an integral part of this Agreement upon execution by the Parties entitled to receive Commissions.
10. The paying Party shall irrevocably instruct the relevant paymaster, bank, or escrow agent to pay the Commissions directly to the entitled Parties simultaneously with, and from the same funds as, the settlement of each closing or tranche of the Transaction.
11. No Party shall renegotiate, reduce, deduct, set off, or delay any Commission without the prior written consent of the Party entitled to receive it.

6. EXCLUSIVITY OF CONTACTS, TERM AND SURVIVAL

12. Each Contact introduced by a Party shall be considered the exclusive Contact of the introducing Party for a period of five (5) years from the date of introduction, regardless of whether the initial Transaction is completed.
13. No Party may assign, transfer or otherwise communicate the Contacts or Confidential Information to any third party without the prior written consent of the introducing Party.

14. This Agreement shall enter into force on the Effective Date and shall remain in force for a period of five (5) years thereafter (the “Term”). The obligations of non-circumvention, non-disclosure, and Commission protection shall survive the expiration or termination of this Agreement for an additional period of five (5) years.

7. REMEDIES AND LIQUIDATED DAMAGES

15. The Parties agree that a breach of Clauses 2, 3, 5 or 6 of this Agreement would cause irreparable harm for which monetary damages alone may be inadequate, and that the non-breaching Party shall be entitled to seek injunctive relief and specific performance, in addition to any other remedies available at law or in equity.
16. In the event of a proven breach of the non-circumvention or Commission provisions, the breaching Party shall pay to each affected Party, as liquidated damages and not as a penalty, an amount equal to the Commission that such affected Party would have earned on the circumvented Transaction (including all repeat, renewed, extended or parallel transactions for the full five (5) year survival period), plus reasonable attorney's fees, arbitration costs, and collection expenses.

8. REPRESENTATIONS AND WARRANTIES

17. Each Party represents and warrants that: (a) it has full corporate or personal authority to enter into this Agreement; (b) the individual signing on its behalf is duly authorized to do so; (c) the execution of this Agreement does not violate any other agreement to which it is bound; and (d) all information it provides in connection with this Agreement is true, accurate, and not misleading.

9. GOVERNING LAW AND DISPUTE RESOLUTION

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflict-of-laws principles.
19. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, that the Parties are unable to resolve amicably within thirty (30) days of written notice, shall be finally settled by binding arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules. The seat of arbitration shall be Miami, Florida, and the language of the arbitration shall be English. The number of arbitrators shall be one (1) for disputes under USD \$1,000,000 and three (3) for disputes equal to or exceeding USD \$1,000,000.

10. PREVAILING LANGUAGE AND GENERAL PROVISIONS

20. This Agreement is executed in the English language. If it is translated into any other language for convenience, the English version shall prevail in all matters of interpretation and enforcement.
21. Entire Agreement. This Agreement, together with any executed IMFPA, engagement letter, fee schedule or Annex, constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements, whether oral or written.
22. Amendments; Severability. No amendment or waiver shall be effective unless in writing and signed by all Parties. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
23. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures transmitted by email (PDF) or executed through a recognized electronic-signature platform (e.g., DocuSign, Adobe Sign) shall have the same legal effect as original wet-ink signatures.

24. Notices. All notices under this Agreement shall be in writing and delivered to the addresses and email addresses set forth in the Parties section above or such other address as a Party may designate in writing.
25. No Partnership. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between the Parties beyond what is expressly set forth herein.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Non-Circumvention, Non-Disclosure and Working Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

PARTY ONE

Name: Frania Gutierrez

Title: Chief Executive Officer

Company: FrانياG International LLC

Signature: _____

Date: _____

Passport / ID No.: _____

Email / Telephone: fgutierrez@franiag.com

PARTY TWO

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____

Passport / ID No.: _____

Email / Telephone: _____

PARTY THREE (IF APPLICABLE)

Name: _____

Title: _____

Company: _____

Signature: _____

Date: _____

Passport / ID No.: _____

Email / Telephone: _____