



DISTRIBUTION AND INSTALLATION AGREEMENT

In Málaga,

BETWEEN

On the one hand, D. **NEIL INGRAM**, with the legal registration number (NIF)**X-2856696G**, located at Mijas, province of Málaga, Valtocado, 506, in his capacity as General Manager at CLEAR GLASS CURTAINS S.L., and who, to the effects of this agreement will hereinafter be termed "**THE MANUFACTURER**", with the Taxpayer ID Number (CIF Number) B92373638, and residence at Camino de Coín, Km 2. Nave 2.

And the other party, _____, with Taxpayer ID Number ..._____ located at: _____, in the capacity of _____, and who, to the effects of this agreement will hereinafter be termed "**THE DISTRIBUTOR**".

REPRESENTATION

Both parties, with accredited representation and the legal capacity required to freely and spontaneously enter into this mutually recognized event, as stipulated in the following Clauses:

1.0 SUBJECT MATTER: "THE MANUFACTURER" agrees to exclusively manufacture and provide, subject to the terms of this agreement, interior enclosure systems without profiles, crystal or glass curtains, both being first quality international trademarks, property of the manufacturer, in accordance with Technical Standards and Highest Quality. By virtue of the license granted in this agreement, "**THE DISTRIBUTOR**" may carry out the use of the chart protected by the **GLASS CURTAINS** CTM (Community Trademark). Said accredited logo must be used by "**THE DISTRIBUTOR**" in all advertising materials such as: printed documents, publications, etc. Nevertheless, and within the use outlined in this agreement, all posters, brochures and advertising materials in which the GLASS CURTAINS logo is utilized must include the TM trademark symbol with the exclusive right of "**THE MANUFACTURER**".

Once this agreement is signed, "**THE DISTRIBUTOR**" will be free to determine all prices in accordance with and in proportion to the commercial demand.

1.1. This trademark license agreement is not sole and exclusive in character, and "**THE MANUFACTURER**" may grant licenses to other individuals or legal entities who obtain authorization.



1.2. "THE DISTRIBUTOR" may not in any way change, copy, modify or alter the system performance or the material provided by **"THE MANUFACTURER"**.

2.0 DURATION: This agreement will take effect once both parties have signed it. The duration of this Agreement will be one (1) year, and it will be automatically renewed if no written notification is made between the parties regarding the cancellation of the agreement at least 60 days in advance.

3.0 COMMERCIAL CONDITIONS: Both parties expressly agree that the commercial provisions will be administered as follows:

3.1. "THE MANUFACTURER" is obliged to **supply** the product in accordance with its production capacity following the signing of this agreement.

3.2. "THE MANUFACTURER" agrees to dispatch its products to the transport company recommended by **"THE DISTRIBUTOR"** and accepted by **"THE MANUFACTURER"** within the Plant, so that following product inspection it is packed in containers, and to send the Certificate originals to the **"THE DISTRIBUTOR"** or to his designee along with all other documents required for delivery to the shipping company that will transport the products to the country of destination. In this regard, the responsibility of transport, handling and delivery of the dispatched goods will pertain to the shipper. **"THE DISTRIBUTOR"** will be responsible for all taxes or fees imposed on this agreement or which are intrinsically required within its country.

3.3. "THE MANUFACTURER" may perform activities with Buyers concerning quality control and satisfaction of services and products (i.e. Distributors, Wholesalers or Retailers, etc.) either directly or through third parties, who it met and/or was presented to as a result of its relationship with **"THE DISTRIBUTOR"** during the duration of the agreement.

3.4. The contracting parties expressly agree that the delivery method, conditions of payment and acceptance of each order will be administered by budgets which are duly accepted by **"THE DISTRIBUTOR"**.

3.5. "THE DISTRIBUTOR" may not in any way yield, transfix or transfer this agreement to a third party without the express consent of **"THE MANUFACTURER"**, as the agreement is "INTUITO PERSONAE" (on a strict personal basis).

4.0 MARKETING AND ADVERTISING: **"THE DISTRIBUTOR"** must make its best effort to define effective marketing procedures for the products subject to this agreement.



4.1. "THE DISTRIBUTOR" will be responsible for expenditures related to advertising and marketing in export markets.

5.0 CONFIDENTIALITY: The parties agree that all information which is delivered from one party to another, whether in oral, written and/or electronic form, must be considered confidential and held under strict discretion, and may be used solely and exclusively to comply with the terms established in this agreement.

6.0 TRADEMARK USE: Due to the fact that **"THE DISTRIBUTOR"** is authorized to market products which are property of **"THE MANUFACTURER"**, it may utilize corresponding product brands and logos which pertain to **"THE MANUFACTURER"** to carry out procedures of printed and electronic advertising and marketing. In regard to the use of product trademarks and logos, **"THE DISTRIBUTOR"** must follow the instructions which are provided by **"THE MANUFACTURER"** in the matter. **"THE DISTRIBUTOR"** acknowledges that it is not the owner of said trademarks or logos, and that once this agreement is terminated it must immediately cease to use this information. Similarly, **"THE MANUFACTURER"** must desist from using any trademarks, logos and symbols belonging to **"THE DISTRIBUTOR"** once this agreement is terminated.

7.0. "THE MANUFACTURER" authorizes **"THE DISTRIBUTOR"** to undertake all necessary claims in the case of non-compliance by transport companies, buyers, or any third parties who participate in the transactions.

8.0 FORCE MAJEURE AND ACTS OF GOD: In the case of any delay or inability by either party to fulfill its obligations due to any event beyond the control of same, which are considered Force Majeure (such as storms, hurricanes, tornadoes, typhoons, floods, windstorms, water holes, tsunamis, tremors, earthquakes, volcanic eruptions, frost, drought, landslides, etc.), or Acts of God attributed to acts, events, incidents, failures, accidents and phenomena beyond either party's reasonable control (including but not limited to strikes, unemployment due to the employer, insurrections, riots, lootings, declared or undeclared war, war preparations, rupture in diplomatic relations, kidnappings, sabotage, fires, explosions, expropriation for public use, confiscation, quarantine, pestilence or epidemics, cessation of machinery, plant failure or collapse of structures, due obedience, orders from government authorities, confiscation of equipment or products for defense or national emergency), the affected party



must notify the other party in writing as soon as possible, briefly describing the nature of the Force Majeure or Act of God, its cause and the possible consequences. The affected party will not be liable in any of the aforementioned cases for damages or losses caused to the other party; however the parties may decide to terminate or modify the agreement once the Force Majeure or Act of God has ceased.

9.0 TERMINATION OF THE AGREEMENT: This agreement may be terminated for the following reasons:

9.1. Any breach on behalf of either party to the clauses provided in this agreement. In this case, the affected party must notify the other party in writing, clearly explaining the failures which it has incurred, with the purpose of giving the opportunity to correct them within a period not exceeding thirty (30) days of receipt of said notification. In the case that no solution has been provided within said period, the agreement will be terminated by means of a written notice which will be effective immediately.

9.2. Due to dissolution, bankruptcy or insolvency declared by a court of law, concerning one of the participating companies in this agreement.

9.3. Due to a court order, arbitration award or order of a competent authority.

9.4. In the case of Force Majeure or an Act of God, see Clause 10.

Upon termination of this agreement for any of the aforementioned reasons the parties must duly finalize all the negotiations and outstanding commitments, due to the nature of the undertaken transactions, until all payments are made for the commissioned, transported and/or received products.

10.0 SETTLEMENT OF DISPUTES:

10.1. Any dispute which may arise between the parties regarding the provisions of this agreement must be settled by arbitration in accordance with the regulations of the ICC (International Chamber of Commerce).

11.0. Unless otherwise agreed, all communications related to this agreement must be sent by e-mail, fax, registered mail or hand delivered, with notification of receipt, to:

"THE MANUFACTURER" address: _____

"THE DISTRIBUTOR" address: _____

12.3. The parties agree inform the other party regarding any changes to the aforementioned information.



This agreement was signed in mutual agreement on the ____ of _____, 2009. Two copies are made of the same tenor and for a single purpose.

"THE MANUFACTURER"

"THE DISTRIBUTOR"

Name:
LEGAL REPRESENTATIVE