

NON-DISCLOSURE AGREEMENT

This document shall constitute the mutual non-circumvention and non-disclosure agreement between the following parties:

BETWEEN

SPORT'S COMPANY, GOVERNMENT ORGANIZATION OR
PRIVATE ENTITY:
ADDRESS:
VAT NUMBER, FISCAL CODE OR COMPANY NUMBER:
IN THE PERSON OF
IN QUALITY OF:

AND

Engineering, Manufacturing, Installation
RUBNER HOLZBAU S.p.A.
ADDRESS: Via Alfred Ammon, 12 – 39042 Bressanone - ITALY
VAT NUMBER AND FISCAL CODE: IT01454910215
IN THE PERSON OF: Mr Peter Rosatti
IN QUALITY OF: CEO Rubner Holzbau

Advisor and Design
BEAR STADIUMS S.r.l.
ADDRESS: Viale Giulio Cesare, 2 - 00192 Roma - ITALY
VAT NUMBER AND FISCAL CODE: IT13741651007
IN THE PERSON OF: Mr Lorenzo Manca di Villahermosa
IN QUALITY OF: CEO Bear Stadiums

RUBNER HOLZBAU S.P.A. - Via Alfred Ammon, 12 - 39042 Bressanone (BZ), Italy - Company Number: 01454910215
Tel. +39 0472 822 666 - Fax +39 0472 822 600 - holzbau.brixen@rubner.com - www.holzbau.rubner.com - partita IVA n.
IT01454910215 - Registro delle Imprese di Bolzano n. 01454910215 – Capitale sociale: 1.500.000,00 € interamente versato

BEAR STADIUMS S.r.l. - Viale Giulio Cesare, 2 - 00192 Roma ITALY – Company Number: 13741651007 - Tel +39 063221852
bearstadiums@gmail.com - www.bearstadiums.com - Codice fiscale e partita IVA n.IT13741651007 - Registro delle Imprese di
Roma n.13741651007 - Capitale sociale: 10.000,00 €

HEREBY REFERRED TO AS “THE PARTIES”

The Parties here above desire to disclose, on a confidential basis, certain information, processes, clients, business contracts and documents considered confidential and/or proprietary by the Parties concerning their respective businesses. The Parties wish to maintain the confidentiality and/or the proprietary nature of the confidential information disclosed.

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Any of the above parties will exchange and discuss the above information on any subject leading to potential business transactions, till their finalization. By execution of this Agreement hereof, the Parties intend to be legally bound and hereby irrevocably agree to the following:

1. Confidential Information The Parties agree that information disclosed orally or in writing or made available by any party (“Disclosing Party”) to another Party (“Recipient”), including, but not limited to, information acquired from employees; trade secrets; strategic plans; invention plans and disclosures; copyrights; patents; designs; customer information; suppliers; software; distribution channels; marketing studies; intellectual property; information relating to processes and products; business plans; business opportunities; marketing plans; finances; research; development; know-how; confidential information originally received from third parties; information relating to any type of technology, and all other material deemed as “confidential Information”.

2. Non-Disclosure Not to disclose or otherwise reveal to any third party any confidential information provided, in particular, information concerning the Property/Project, investments, its owners and sellers and any associated financial information and/or projections and evaluations. It is agreed and understood that each signatory agrees to keep confidential the names, addresses, telephone numbers, tax numbers and fax numbers of any contacts introduced by the other signatory, unless prior written permission is given by the introducing signatory.

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3. Non-Circumvention Not to circumvent, avoid, bypass, or obviate each other directly or indirectly. This agreement is to confirm that each of the undersigned signatories will act in good faith and will not deal with any entity introduced by another signatory without knowledge and written permission of the introducing signatory. Also included within this context is any entity in which a signatory has an interest (partners, officers, directors, employees, consultants and agents). The parties confirm that the terms of this agreement expressly cover acts of negligence and inadvertent disclosure, which are a violation of this agreement.

4. Term This agreement shall be for a period of Two (2) years and is irrevocable and non-cancelable. It is valid for any and all transactions, past, present and future, of the introducing signatories regardless of the success of the project. The signatories agree that the identities of only the parties who are newly introduced under this agreement are currently, and shall forever remain, the proprietary asset of the introducing signatory.

5. Bindability This agreement shall be binding on the parties hereunder, their successors and assigns. The signatories confirm by execution of this agreement that any company, firm, corporation, partnership, organization or entity of which they are an employee, member, officer, partner, or agent is bound by this agreement. All moneys due and owing from any transaction undertaken by both parties will be irrevocably and unconditionally guaranteed to be paid without legal impediment upon request.

6. Indemnification In the case that the obligations and/or clauses provided for in this agreement are not fully complied with, the transgressor will be required to pay directly to the damaged party a total compensation for the damages and loss of income arising from said default.

7. Agreement This Agreement sets forth the entire agreement between the above mentioned parties and supersedes any and all written or oral proposals, agreements, and representations between them. This Agreement may be changed only by mutual agreement of the parties in writing. No waiver by either Party of any breach of any term or condition of this Agreement will constitute a waiver of, or consent to any subsequent breach of the same or any other term or condition of this Agreement. This Agreement shall be governed by and construed in accordance with Italian laws. It is however the parties' intention to avoid going to Courts and to solve any issue amicably.

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Fully executed emailed versions are accepted as original versions by the parties.

8. Governing Law and Dispute Resolution This Agreement is governed and interpreted by the Laws of England and Wales. Any dispute or complaint arising between the Parties in reference to this Agreement will be resolved through an arbitration, to be held in London, in English language, according to the Settlement and Arbitration regulations of the International Chamber of Commerce (ICC), by one arbitrator appointed in compliance with said regulation. The decision of the arbitrator will be definitive and binding for the Parties. If for whatever reason the dispute among the Parties cannot be resolved through the procedure provided, the Parties agree that it shall be resolved in front of an ordinary Court in London.

THE POTENTIAL CUSTOMER

Agreed and Accepted on: _____ (date)

Name: _____

Title: _____

Authorized Signature: _____

Authorized Signature

RUBNER HOLZBAU

S.p.A

(Mr Peter Rosatti)

Authorized Signature

BEAR STADIUMS S.r.L

(Mr Lorenzo Manca di Villahermosa)