

Independent Participants NON DISCLOSURE and NON COMPETE AGREEMENT

This Agreement is made between **STAINLESS STEEL KITCHENS**, Corp., from hereinafter "**DISTRIBUTOR**" with its principal place of business at 775 NE 79 Street Suite B, Miami, Florida 33138, and _____, with its principal place of business at _____ as "**Independent Participant**" from hereinafter named "**Independent Participant**".

WHEREAS, "**DISTRIBUTOR**" is engaged as "Master Distributor & Marketing Representative" of "FID Product's", which were Created, Developed Improved and Patented by Mr. Francisco Irace, inventor of the FID Products System, Magic EZ Kit, EZ Kit, and several Marketing Tools,

WHEREAS, "**Independent Participant**" wishes to participate in one or more of the activity or service areas with the "FID Products" such as: Logistics, Advertising, Marketing, Engineering Services, Promotions, Sales, Classification of Parts, Handling, Delivery, Installation, Assistance and Personalized service to buyers of the "FID Product", and / or any other service related to the FID products.

Participate means: That "**Independent Participant**" wants to obtain earnings throughout the "FID Product's" by acting as independents and based on Advertising Tools and Marketing Regulations published on www.steelcabinetry.com where "**Independent Participant**" declare that they had carefully read and clearly understood all paragraphs and agree to act according and strictly under such regulations to protect the Intellectual Property of FID Product, "ACI", "**DISTRIBUTOR**" and other "**Independent Participant**" interest.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Definitions,

Intellectual Property. For the purposes of this Section and this Agreement, "Intellectual Property Rights" includes all or any of the following:

1. Trade Marks, and applications for the grant of any trademarks;
2. Trade Names, being the names under which "**DISTRIBUTOR**" sells the Product, used in any form and whether in English or any other translated form;
3. Patents, and applications for the grant of any patents;
4. Copyright;
5. Designs, whether or not registered; and
6. Know-How, being technical and other information or experience or trade secrets devised, developed or acquired by "**DISTRIBUTOR**" and applied in the manufacture, assembly or sale of the Product.

FID Products: All Metal Cabinet Construction Systems, based on Hand Interlocking Metal Parts for cabinetry distributed and sold by "**DISTRIBUTOR**".

Magic EZ KIT: Basic Products (Commercially sold as MAGIC EZ KIT) Set of parts that make up the structure of a cabinet principally made with Stainless Steel, Aluminum, PVC, Galvanized, Lexam, (Plastic) and other Synthetic Materials.

EZ KIT: Ready to Assemble Metal Cabinet, is the Magic EZ Kit plus additional components such as: Doors with Glass, Wood Door or Panels, Interior Accessories and Hardware.

Marketing Ideas Advertising Tools: Methods, Places, Logos, Symbols, Slogans, Sign, Poster, Flyer, Brochure, Models and other Methods used to promote "FID Product's" sale (EXHIBIT A).

Logos & Slogans: All sentences and wordings referred to "FID Product's" (EXHIBIT A).

ACI: Advanced Cabinetry Inventions, Corp, manufacturer.

DISTRIBUTOR" Distribution Centers where Orders are completed and prepared for Pick Up, and also involved on the promotion and establishing IP.

Independent Participant: "IP", independent individual (s) or companies involved with FID products capable of providing any type of service to "**DISTRIBUTOR**" as: Logistics, Advertising, Marketing, Engineering Services, Promotions as well as assistance to buyers in sales, completion of cabinet parts, shipping, pick-up, delivery, online assistance, on-site assistance, assembly and installation or any service that involves FID products.

Promo Code: Requested Registration to protect "**Independent Participant**" territory and to obtain discounts, the only valid code is the adjudicated and displayed on "www.SteelCabinetry.com".

General and Basic Regulations:

Regulations on Exhibits are unconditional subrogated to complete regulations published on Steel Cabinetry.com internet site as to the date of this contract and future incorporated regulations to the mentioned internet site.

Not to disclosure.

"INDEPENDENT PARTICIPANT" including their Share Holders, relatives, associates, directors or employees agree that under any circumstances or for any purposes agree directly or indirectly NOT TO DISCLOSE Intellectual Property of "FID Product", Prototypes, "Marketing Ideas" and "Slogans" to third parties with the purpose of manufacturing, sale, market, apply for patents of similar or modified "FID Product" or "Marketing Ideas" or obtain benefits.

Not to Compete:

"INDEPENDENT PARTICIPANT" including their Share Holders, relatives, associates, directors or employees, under any circumstances or for any purposes agree directly or indirectly NOT TO BE INVOLVED in the manufacturing, sale, distributing, apply for patents, of similar, improved and/or modified non-welded metallic parts or any related to Intellectual Property of the "FID Product's", "Marketing Ideas" and "Slogans".

Export:

"INDEPENDENT PARTICIPANT" also agree not to exports or send "FID Product's", "Marketing Ideas" or any related to Intellectual Property outside of USA for any purpose.

Advertising Tools Ownership:

To protect "FID Product's", and Trade-marks all Advertising Materials, Display and Samples must be approved by "**DISTRIBUTOR**" and "**DISTRIBUTOR**" shall keep the ownership even if goods has been paid by "**INDEPENDENT PARTICIPANT**".

Logos and Trademarks.

"FID Product's", shall always be advertised and sold under their Trademarks descriptions as follows: Created, Developed and Patented by Franco Irace Design" "Licensed by Advanced Cabinetry Inventions Corp.", Containers, Labels, Slogans, Promotional and Sales Documents, Vehicles and Uniforms and all "Advertising Tools" shall be as nearly uniform everywhere as conditions permit in which the mentioned descriptions shall be clearly showed and approved by "**DISTRIBUTOR**".

Reciprocity of Failure Penalty:

In case of Material Breach or Failure to honor this agreement **"INDEPENDENT PARTICIPANT"** and **"DISTRIBUTOR"** agree to indemnify the other party paying to back all amount collected as a consequence of such material breach or failure.

All amounts in failure have to be paid in full immediately upon communication of the failure and subject to collection fees, legal costs and interest incurred as a consequence of the failure; **"INDEPENDENT PARTICIPANT"** also agree to be liable for any damaged caused to **"DISTRIBUTOR"**, ACI, Trade Marks and marketing image.

Term, Conditions & Regulations":

"INDEPENDENT PARTICIPANT" agree that they had read and accepted the Term and Conditions and "General Regulation" published on www.SteelCabinetry.com internet site.

Representing or Loyalty

This Agreement may be terminated by **"DISTRIBUTOR"** at any time if **"INDEPENDENT PARTICIPANT"** is on default of payment or is not representing the "FID Product's", with loyalty and responsibility.

Non assignable.

In case of **"INDEPENDENT PARTICIPANT"** Selling, leasing, merging, or consolidating or otherwise disposing this agreement shall not be assigned or transferred.

Relationship of Parties:

This Agreement shall not be construed as a partnership or joint venture and neither party hereto shall be liable for any obligations incurred by the other party except as expressly provided herein. Unless otherwise required by applicable law, **"DISTRIBUTOR"** shall not withhold from **"INDEPENDENT PARTICIPANT"** "compensation any amounts for social security or federal or state income taxes. This agreement does not constitute any mutual relationship other than individual benefits and **"INDEPENDENT PARTICIPANT"** is not an agent or legal representative of **"DISTRIBUTOR"** for any purpose whatsoever.

Subrogation:

Under any other circumstances generated as a consequence of this agreement **"INDEPENDENT PARTICIPANT"** agree to be unconditionally subrogated to this agreement.

Without implicit renunciations.

The fact that any of the parties at any time requires that the other party execute any provision of this document will not affect in any way the full right to demand such compliance at some later time. Neither shall the waiver by either party of a breach of any provision hereof be taken or shall be deemed a waiver of any subsequent breach of that provision, or as a waiver of the provision itself.

Notices.

All written notices permitted or required to be delivered by the provisions of this Agreement shall (unless otherwise provided) be deemed so delivered when actually delivered by hand with signed copy of received or when placed in the United States Mail by Registered Mail or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the addresses described on the head of this agreement.

Entire Agreement

This Agreement contains all of the term and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements, oral or otherwise, shall be deemed to exist or to bind either of the parties hereto, and all prior agreements and understandings are superseded hereby. This Agreement cannot be modified or changed except by written instrument signed by both of the parties hereto.

Titles for Convenience

Titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

Severability

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or section of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of the Agreement shall continue in full force and effect. If any tribunal or court of competent jurisdiction deems any provision hereof unenforceable, such provision shall be modified only to the extent necessary to render it enforceable and this Agreement shall be valid and enforceable and the parties hereto agree to be bound by and perform same as thus modified.

Jurisdiction and Venue Rights: Court of Miami, Dade County, Florida

Signers:

By Stainless Steel Kitchens Corp **"DISTRIBUTOR"**

Favio Abaunza

DL# _____

President

Date:

By _____ **"INDEPENDENT PARTICIPANT"**

Signer _____

DL # _____

Title

Date:

Individually

Witness

DL# _____

EXHIBIT A

LICENSED MARKS, Slogans, Frases, and Pictures

The **DISTRIBUTOR** grants limited use of the following Marks to the **INDEPENDENT PARTICIPANT** in connection with the performance of the Agreement, and the **INDEPENDENT PARTICIPANT** must use the Marks, consistent with the Terms of the Agreement, in connection with the performance of the Agreement, including, but not limited to the marketing, advertising, and sales of the FID Products. The Marks include:

1. "Magic EZ Kit" – for use with Product principally made with stainless steel, aluminum, PVC, galvanize, lexam, plastic and other synthetic materials.
2. "EZ Kit" – for use with "ready to assemble" metal cabinet, plus additional components, including, doors with glass, wood door or wood panels, and interior accessories.
3. "FRANCO IRACE DESIGN" – for use to identify the brand of the individual FID Products. This Mark shall also include the use of "www.FrancoIraceDesign.com" for informational, advertising and marketing purposes.
4. Advanced Cabinetry Inventions, Corp: manufacturer and licensee
5. Logos:



and any other logo referring to FID Products or published on www.francoiracedesign.com

6. Slogans & Frases:

- Cabinetry beyond imagination.
- When technolgy speak all knows belongs to the past.
- Cabinets of the future today.
- Nightmare is over.
- Better to European less expensive than Chinese.
- Make American great.
- Enter to the future with our ultimate laser technology.
- And any other logo referring to FID Products or published on www.francoiracedesign.com

- 7.Pictures: only belonging to the FID product and approved by the DISTRIBUTOR.