

NON-DISCLOSURE AGREEMENT

1. SUBJECT MATTER OF THE AGREEMENT

Protect confidential information shared during negotiations with the purpose of determining the suitability of executing the Agreement. The agreement does not provide any collaboration or binding obligation between them, let alone the purchase or sale of products or services. Each party decides what information to share, and the agreement does not bind them to share confidential information.

2. DEFINED TERMS: For the purposes of this agreement, these terms are defined as follows:

1. Confidential Information: Any information regarding products, technologies, businesses, financial, trade, market, and strategical information, and any present and future business operation by the disclosing party, their partners, shareholders, clients, and contractors. This includes written, verbal or any other form of information, and any analysis, data, study, report, or document derived from said information.

2. Official: The receiving party, their subsidiaries, employees, and contractors who need the information.

3. Disclosing Party: The party providing the confidential information.

4. Receiving Party: The party receiving the confidential information.

3. EXCLUSIONS: The confidentiality obligation provided in this Agreement shall not apply in the following cases:

1. If the information was already public before being delivered to the Receiving Party;

2. If the Receiving Party had prior knowledge about the information before receiving it;

3. If the information was made public after being delivered to the Receiving Party without their intervention;

4. If the information is commonly used or found in mandatory technical standards at a national or international level;

5. If the disclosure is required by a court order or proper legal authority according to the regulations of the country;

6. If the information is received by a third party that is not subject to any legal or contractual restriction to provide it;

7. Other confidentiality exclusions according to the regulations of the country where the agreement is executed.

PARAGRAPH ONE: If the disclosure of Confidential Information is required by legal mandate, the Receiving Party shall give notice to the Disclosing Party and pursue legal actions to protect it.

PARAGRAPH TWO: Other than as set out above, shall be communicated in writing beforehand.

4. MEASURES TO SAFEGUARD THE CONFIDENTIALITY:

The Receiving Party agrees to safeguard the confidentiality of the Confidential Information provided by the Disclosing party as follows:

1. The information shall be used solely for the purposes agreed.

2. Shall only be accessible to authorized personnel under a non-disclosure agreement.

3. Shall be diligently safeguarded to prevent unauthorized access.

4. Shall not be stored on devices accessible to third parties.

5. Shall promptly notify any breach of confidentiality.

6. Shall take measures equivalent to those of their own confidential information.

7. Shall disclose the information solely to those who need to know it to assess projects or businesses.

8. Shall not make copies or modify it without authorization.

9. The lack of a confidentiality protocol shall not release them from the obligation to maintain it.

10. Any use, disclosure or exploitation without written authorization shall constitute a breach.

PARAGRAPH: Upon signing the Agreement or purchase order, these same terms shall apply

5. TERM OF AGREEMENT: This non-disclosure agreement shall be in force during our collaboration and shall continue for:

1. A period of ten (10) years after the completion of the agreement, in the event of its execution

2. A period of five (5) years after the date on which it is decided not to execute the agreement, in the event of its absence.

3. Any breach of confidentiality provisions shall result in the compensation of the disclosing party for the damages incurred.

6. TERMINATION OF THE AGREEMENT: The Agreement may be terminated upon the occurrence of any of the following grounds:

1. Force majeure event

2. Non-compliance with the measures to safeguard the confidentiality by the disclosing party

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3. Mutual consent between the parties.

7. RETURN AND DESTRUCTION OF THE INFORMATION: Upon the termination of this Agreement or upon the request of THE DISCLOSING PARTY, THE RECEIVING PARTY undertakes to return or destroy all the Confidential Information in their possession or control, including electronic and physical copies, within fifteen (15) days of the request. A certificate of destruction shall be issued if requested by THE DISCLOSING PARTY. The undestroyed information shall remain subjected to this Agreement.

8. ABSENCE OF LICENSE: Nothing in this Agreement shall be construed as a constitution, grant of license or any right by THE DISCLOSING PARTY, among others: request of patent, trademark, copyright, trade secret, or other information that may be considered exclusive.

9. DAMAGES: The RECEIVING PARTY represents and agrees that the non-compliance with any of the obligations contemplated under this Non-disclosure Agreement, shall hold them responsible for the damages or penalties incurred by the disclosure or use of the information for purposes other than those agreed and therefore, the DISCLOSING PARTY may seek full compensation.

10. ASSIGNMENT: THE PARTIES shall not assign, transfer or subrogate this Agreement to third parties, in whole or in part, without the written approval of the other Party.

11. APPLICABLE LAWS: This Agreement shall be subject to the laws of the State of [specify State or country]. Any dispute related to the application, interpretation, term, validity, execution, termination, or other aspects of this Agreement shall be submitted for arbitration in accordance with the arbitration regulations applicable and shall be held in [city and country of the arbitration], if applicable.

12. ENTIRETY OF THE AGREEMENT AND AMENDMENT: This Agreement represents the final understanding among the parties and does not replace any prior agreement on the matter. It shall not be altered without the prior consent of both parties.

13. WAIVER AND PARTIAL NULLITY: The obligations and rights established in this Agreement may not be waived, and the tolerance of one party towards the non-compliance shall not affect their right to enforce all provisions. Each provision in this Agreement shall be construed to be valid under the applicable law, and if any disposition is held invalid, the others shall remain in force.

14. PERSONAL DATA PROTECTION: Pursuant to this decision, the parties agree that the personal data provided shall be used solely for the purposes of the agreement. Neither party may use the personal data for their benefit or that of third parties, and undertake to not use it for any other purpose without express authorization. The personal data shall be handled in accordance to the data protection laws of the corresponding country.