

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between **PromonLogicalis Tecnologia e Participações Ltda.** and **PTLS Serviços de Tecnologia e Assessoria Técnica Ltda.**, both with main office at Av. Presidente Juscelino Kubitschek, 1830, 1º andar, Torre I and II, São Paulo, SP, Brasil, ("hereinafter referred to **"PromonLogicalis"**), and the **Company**. **PromonLogicalis** and the **Company** are individually referred to herein as the **"Party"**, **"Disclosing Party"** or **"Receiving Party"**, as appropriate, or collectively as the **"Parties"**.

The Parties agree this Agreement shall be deemed valid and legal from the moment the authorized representative of the Company click "Sign Non-Disclosure Agreement" at PromonLogicalis' website where is located the form for creation and acceptance of this Non-Disclosure Agreement ("Execution Date").

The Parties have entered into this Non-Disclosure Agreement, which is governed by the following terms and conditions:

1. This agreement's purpose is to ensure secrecy and confidentiality of the information to be provided, from the Execution Date, by one Party (**"Disclosing Party"**) and its Affiliates to the other (**"Receiving Party"**) during any evaluation, negotiations or commercial relationship, that may be engaged between them ("Scope"). For the purpose of this Agreement, **Affiliates** means with respect to a party, any corporation or entity which (i) controls either directly or indirectly that party, or (ii) is controlled directly or indirectly by that party, or (iii) is under common control with the party.
2. All the information that (i) is written and marked as CONFIDENTIAL, or (ii) is disclosed verbally, and at the time of its disclosure, the **Disclosing Party's** identify such information to be protected in accordance with this Agreement (**"Confidential Information"**), shall be considered confidential and restricted property of the **Disclosing Party**.
3. The term "Information" shall include all written information, verbal or otherwise presented in tangible or intangible way, including, but not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, technology, products, designs, specifications, drawings, diagrams, data, computer programs, business activities and operations, reports, studies and other technical, commercial, financial information of each Party or its Affiliates.
4. The Receiving Party undertakes, for the period of time specified in Section 13, to keep confidential all **Confidential Information** submitted by the **Disclosing Party**, either directly or indirectly through subcontractors and other partners of the **Disclosing Party**, and being subject to the rules of intellectual property.
 - 4.1 The **Receiving Party** for purposes of confidentiality is bound by its managers, employees, agents, for any purpose, and principals.
 - 4.2 The **Receiving Party** acknowledges that the technical specifications as well as all documents to be disclosed are not subject to appropriation, remain the property of **Disclosing Party** or any third party, as applicable.
 - 4.3 Each Party agrees to use **Confidential Information** only for the purposes of this **Agreement**. No license or right under any intellectual property right is granted by the mere transmittal of **Confidential Information** to the **Receiving Party**, nor shall such a transmission constitute any representation or warranty by the **Disclosing Party** with respect to infringement of intellectual property rights of third parties.
5. The **Receiving Party** agrees for the period specified in Section 13 that it will:
 - a. Restrict disclosure of the **Confidential Information** to the minimum required number of people (such as employees, directors, officers, legal counsels, accountants or consultants who shall also be personally bound to maintain the Information in confidence);
 - b. Direct its employees, agents and subcontractors to abide by non-disclosure terms at least as protective of the Confidential Information as those set forth herein;
 - c. Maintain the confidentiality and take proper measures to protect the secrecy of the **Confidential Information**, using the same degree of care that it uses to protect its own confidential information, but in any event shall use at least commercially reasonable care .;
 - d. Immediately notify the other party of any misappropriation or misuse of **Confidential Information**.
6. The breach of the terms set forth herein imply:

- a. Termination of any agreement executed by and between the Parties, without any obligation to compensation for the complainant, being due, however, the penalties for breach of contract by the party which gives cause to termination;
 - b. Payment of damages as set forth in Section 9 and the applicable law.
7. **Confidential Information** shall not include information which is:
- a. The information was already known by the **Receiving Party** prior to its disclosure by a legal and legitimate way, not subject to any obligation to be kept confidential;
 - b. There has been prior written consent of **Disclosing Party**, to release the obligation of secrecy and confidentiality;
 - c. Lawfully obtained by the **Receiving Party** from a third party without restrictions as to use and disclose;
 - d. If the **Receiving Party** receives a court order to disclose **Confidential Information**. In this case **Receiving Party** shall (i) promptly notify the **Disclosing Party** in order to allow the latter to act and avoid such disclosure, and (ii) upon request, but provided that it complies with applicable Law, cooperate with the **Disclosing Party** in preventing such a disclosure;
 - e. Publicly available through lawful disclosure; or
 - f. Independently developed by or for the **Receiving Party**.
8. All information (either Confidential Information or not) furnished under this Agreement shall remain the property of the **Disclosing Party** and shall be returned to it or destroyed promptly at its request (together with all relevant copies, extracts, plans, schematics or other reproductions). ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION, AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
9. The Parties acknowledge that the breach of secrecy has the character of serious irregularity and can cause serious damages to the other Party.
- 9.1 In case of breach of any obligation set forth herein by the **Receiving Party**, the **Disclosing Party** shall recover any and all damages. Notwithstanding any other provision herein, neither Party shall be liable for indirect damages or loss of profits.
- 9.2 Accordingly, the actual or threatened unauthorized disclosure or use of any Information shall give the **Disclosing Party** the right to seek injunctive relief restraining such unauthorized disclosure or use, without the necessity of proving actual damages, in addition to any other remedy otherwise available to the **Disclosing Party**. Any third party owner of Information disclosed by a party hereto shall be an intended third party beneficiary of this Agreement and shall be entitled to rely upon and directly enforce the terms and conditions hereof.
10. Neither the execution of this **Agreement** nor the furnishing of any information under this **Agreement** shall be construed as granting any **Party** or any of its representatives, either expressly or by implication, any license or right to use any **Confidential Information** for its own benefit or the benefit of any other person, firm or entity, and each party expressly agrees not to so use any such information. Nothing contained in this **Agreement** shall be construed as conferring any rights, by license or otherwise, to any invention, discovery, or improvement made, conceived or acquired prior to, during or after the date of this Agreement.
11. The disclosure of confidential information is not a commitment by **Disclosing Party** to enter into any business arrangement with the **Receiving Party** or third parties. If the Parties wish to pursue business opportunities, they shall execute a separate written agreement to govern such relationship.
12. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term.
13. This Agreement shall be in force on the **Execution Date** and shall remain in force for a period of twenty-four (24) months. Notwithstanding the term of the **Agreement**, the **Parties** undertake to maintain the confidentiality obligation for a period of three (3) years after **Confidential Information** disclosure.
14. This Agreement binds not only the parties, but also their successors and assignees.
15. Governing law and Venue:
- (i) If you the Company is located in Latin America countries: This **Agreement** shall be governed by and construed in accordance with the laws of Brazil. The **Parties** elect the courts sitting in the Forum of the city of São Paulo, SP, Brazil, as the exclusive jurisdiction and venue over any dispute arising out of or relating to this **Agreement**.

- (ii) If you the Company is not located in Latin America countries: This **Agreement** shall be governed by and construed in accordance with the laws of the State of New York, without reference to its conflicts of law provisions. Any dispute regarding this **Agreement** will be subject to the exclusive jurisdiction of the state courts in and for New York, U.S.A. and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts.

16. In case of any lawsuit, the Parties undertake to request judicial secrecy.
