

# CONFIDENTIALITY AGREEMENT

In (city), at (day) of (month) in (year)

## HEREBY APPEAR

On the one part,

CHIP IDEAS ELECTRONICS S.L. (hereinafter "EKUORE" ), VAT number ESB93227130, registered C/ Alfarería 3-b, 46100 Burjasot, Valencia , through D. Rubén López Pérez , NIF 26045101Q, acting on behalf of the company.

And the other part,

*The Buyer*

## EXPOSED

1. Both parties recognize legal capacity to sign this document.
2. That during such relationship both parties shall exchange information they are interested in regulating their confidentiality and secrecy by the following :

## TERMS

### I. PURPOSE

Hereby this agreement formally fixing the parties in writing the terms and conditions under which the parties remain the confidentiality of information provided and created between them.

This agreement does not constitute a license agreement, development contract or a similar contract, and therefore the parties are obliged to take appropriate measures to ensure the confidentiality of such information. These measures will not be lower than those applied by them to its own company.

### II. CONFIDENTIAL INFORMATION AND THAT WHICH MAY BE EXCLUDED FROM SCOPE CONFIDENTIAL

That for the purposes of this Agreement, shall be considered confidential information, information, technical data or know-how relating to business, services or products from the disclosing party or third party susceptible to be revealed in writing, of word or by any other means or medium, tangible or intangible, currently known or that enables the state of the art in the future, exchanged as a result of this agreement, including, without limitation,

any inquiries, products, services, developments, inventions , processes, techniques, designs, components, parts, documents, drawings, electronic files, data, sketches, plans, programs, specifications, software or computer programs, and / or information concerning distribution, engineering, marketing, finance, marketing, sales and wages.

Confidential information does not include information, technical data or know-how in cases in which:

- a) it is available to the general public, unless the access to this information comes from a breach of this agreement or obligation of confidentiality to the disclosing party or any third party;
- b) has been received from a third party without breach of any obligation of confidentiality;
- c) is independently developed form by staff or representatives of the receiving party without access to confidential information of the disclosing party;
- d) is known by the receiving party at the time of disclosure, without there being any obligation of confidentiality;
- e) is disclosed pursuant to written consent of the disclosing party; or
- f) is disclosed pursuant to law or judicial decision , although the receiving end, always possible, previously notify the disclosing party of the existence of that law or judicial decision so that it can have an opportunity to object to such disclosure or try to mitigate the effects of it .

### **III. III. DURATION**

This agreement shall be valid for a period of 5 years from the date of signature on the information that had been agreed previously to the signing of this agreement as to which would have had access after treatment as a result of contacts between both parties directly or indirectly.

If this agreement is not renewed, both parties must return to the other all information submitted together, pledging to destroy any copies thereof, regardless of medium or format in which it is stored.

However, the provisions of the preceding paragraph, each party agrees to maintain the confidentiality agreement regarding the information and materials exchanged between the parties indefinitely after the termination of this agreement.

### **IV. CONFIDENTIALITY**

The parties undertake to surrender all the necessary material, and in the case of being these documents confidential, undertake to:

- a. Use this information to be reserved only for the very purpose for which it is intended.
- b. Not disclose or communicate technical information provided by the other party.

- c. Prevent copying or disclosure of such information to third parties except enjoying prior written consent of the other party, and only in terms of such authorization.
- d. Restrict access to information to its employees and subcontractors, natural or legal persons, insofar as they reasonably can need it to fulfil their agreed tasks.
- e. No use information or fragments thereof for purposes other than the execution of this agreement.
- f. Notify the other Party of any information leakage that have or acquire knowledge, caused by the breach of the Agreement or infidelity of people who have accessed confidential information.

This communication does not relieve the party that has breached the Agreement of responsibility, but if communication fails this obligation, this will lead to all liability arising from this omission in particular.

The parties are responsible to each other, before the breach of obligations, either by its employees or subcontractors.

The parties maintain that confidentiality and prevent disclosure to any person who is not an employee or subcontractor unless:

- a. The receiving party has evidence that the information received previously known.
- b. The information received is or becomes public domain at the time of having been revealed.
- c. That, when it is disclosed, the party received was already in possession of it by legal means or legally entitled to access it had.
- d. The information received from a third party that does not require secrecy.
- e. The information you have prior written consent of the other party to disclose the information.
- f. Information that has been requested in accordance with current regulations by competent Administrative or judicial authorities which must rule on aspects of it, in which case, the party has to make the presentation should make such communication in accordance with applicable regulations and preserving everything that does not contravene the same, the confidentiality of the information they had access, after notifying the other party.

## **V. PREVIOUS RIGHTS INFORMATION**

Any information sharing between the parties is the sole property of the party where appropriate, and it is not necessary licensing for such exchange. Neither party will use prior information of the other party for their own use, unless otherwise authorized.

The information provided gives no right or license to the company receiving it on trademarks, copyrights, patents, trade secrets belonging to who provides it. The disclosure does not transfer or assignment of rights, unless some provision is expressly made.

## **VI. PENALTY CLAUSE**

The parties agree to comply with all terms set out in this agreement, and especially those relating to the clauses on intellectual property, confidentiality and secrecy obligation.

Regardless of the responsibilities arising from breach of this agreement and to any compensation for damages of any nature that may be established, breach of these obligations will lead to the choice of the party did not breach the contents of the terms set herein:

- a. The termination of the agreement.
- b. The payment of € 100,000 as a penalty.

## **VII. COPYRIGHT**

All information exchanged, intellectual property, industrial, trade secrets, are the exclusive property of the party which applicable herein granted or implied licenses or transfer of these rights company, nor does it create any trade obligation of parties . Neither party will use information from the other for independent benefit.

## **VIII. DATA PROTECTION**

For the proper implementation of this agreement, both parties may have access to personal data protected by Law 15/1999 of December 13, Protection of Personal Data, which they undertake to use and treatment of affected data will be according to the actions that are necessary for the proper provision of services regulated in this agreement, according to the instructions provided by the data controller at all times. In any case, will be the owner of the files, which will decide on the purpose, content and use of processing the data, limiting the use of such data, solely for the purposes stated in the Agreement, in accordance with Article 12 of Law 15/1999, of December 13, Protection of Personal Data. Data will not apply or will be used for other than the agreed purpose.

Access to personal data included in files owned by both parties to which access could not have the legal consideration of communication or transfer of data, but simple access to, as a necessary element for carrying out the negotiations governed by this Agreement. The personal data will not be communicated, even for safekeeping, to other people, except as permitted by law.

The parties assume the obligation of professional secrecy on how much information could receive, manage and coordinate with respect to personal data and not to disclose to third parties, except as mentioned, and to destroy, cancel or return at the time of the termination of the contractual relationship between, and to implement the necessary security measures, in accordance with the provisions of Royal Decree 1720/2007 of 21 December.

The rights of access, rectification, cancellation and opposition may be exercised by writing to the addresses of the signatories of this document contained in the header.

## **IX. CONFIDENTIALITY AGREEMENT**

The parties agree that this agreement is considered confidential and therefore its disclosure to third parties is prohibited by any means, unless there is express consent of the two parties.

## **X. RETURN OF CONFIDENTIAL INFORMATION**

The receiving party at the request of the disclosing party, agrees:

1. Return to the disclosing party all documents, sketches , equipment and other tangible materials delivered to the receiving party under the terms of this agreement, including any confidential information and all statements relating thereto; and
2. Certify that the disclosing party proceeded to return all confidential information.

## **XI. AMENDMENT OR TERMINATION**

This agreement may be amended only with the express consent of both parties, in written document mentioning the will of the parties to amend this agreement.

## **XII. COMMUNICATIONS**

All notices must be in writing means included in the provisions of this Agreement shall be sent by fax or registered mail to the notified party at the address indicated in the heading of this Agreement or to the address provided for this purpose by the other party to the attention of the legal representatives or persons designated by the party to do so. Be considered as the date of notification the day following the day on which it is effectively transmitted or delivered to the post office's registered letter.

## **XIII. ADVERTISING**

This agreement does not give any right to any of the parties to perform or advertising campaigns marketing actions relating to the same or the negotiations between the parties without express authorization the other party.

Regarding the press resolved that be coordinated between departments for cabinets for, and there must be an express agreement, mutual and writing to you.

#### **XIV. LAW AND JURISDICTION**

This Agreement shall be construed in accordance with the laws and the Spanish legal system.

The parties expressly waive their own jurisdiction or that may apply, in any matters or disputes arising with regard to the interpretation, application or fulfilment of this Agreement, subject to the Jurisdiction of the Courts of Valencia. If any provision is deemed unlawful or unenforceable, the validity of the remainder will not be disappplied.

And in proof of compliance of the above, have signed this agreement in duplicate and one effect on the time and place mentioned.

**Signed:** Rubén López Pérez

**Title:** CEO

**Company:** CHIP IDEAS ELECTRONICS S.L.

**Date:** *(day)* of *(month)* in *(year)*

**Signed:** *(name of the person)*

**Title:** *(indicate title)*

**Company:** *(name of the company)*

**Date:** *(day)* of *(month)* in *(year)*