



NON-DISCLOSURE AGREEMENT

Hereby, signed this [REDACTED] day of [REDACTED], 202[REDACTED], by and between:

On the one hand, [REDACTED], a corporation incorporated and existing under the laws of the Republic of Colombia, identified with Tax ID No. [REDACTED], legally represented by [REDACTED], of legal age, identified with Citizenship Card No. [REDACTED], hereinafter referred to as [REDACTED]; and

On the other hand, TRES ASTRONAUTAS S.A.S., a corporation incorporated and existing under the laws of the Republic of Colombia, identified with Tax ID No. 901.120.741-2, legally represented by ALEJANDRO CÓRDOBA BORJA, of legal age, identified with Citizenship Card No. 1.026.292.948, hereinafter referred to as TRES ASTRONAUTAS.

In connection with the following matter [REDACTED], hereinafter referred to as the Project, and considering the following recitals:

1. That, in order to advance in the activities related to the Project, it is necessary to provide information between the parties, the use of which must be regulated. Consequently, the execution of this Agreement is required.
2. That, the parties have the necessary and sufficient authorization and/or powers of attorney to execute this Agreement, which have not been revoked or suspended in any way.
3. Accordingly, and in consideration of the foregoing, the parties are bound in accordance with the following articles:

Article 1.

This Agreement establishes the terms and conditions for the treatment of CONFIDENTIAL INFORMATION (term to be defined below) to be exchanged by the parties in the development of the Project. To exemplify, each party shall provide financial, commercial, operational, technical, strategic, economic, legal and tax information related to its own business, which shall be subject to the confidentiality conditions set forth in this Agreement.

Article 2.

For the purposes of this Agreement, "CONFIDENTIAL INFORMATION" shall be understood as any information or documentation provided between the parties under the Project, including their affiliates, subsidiaries, or branches, as well as any of their executives, officers, representatives, employees, consultants, and advisors – hereinafter referred to as "Disclosing



Party Representatives" – and which does not fall within the parameters described in Article 4 of this Agreement.

When TRES ASTRONAUTAS discloses "CONFIDENTIAL INFORMATION" it shall be understood as the Disclosing Party, and the other party shall be understood as the Receiving Party. Likewise, when the other party discloses to TRES ASTRONAUTAS "CONFIDENTIAL INFORMATION", the other party shall be understood as the Disclosing Party and TRES ASTRONAUTAS shall be jointly understood as the Receiving Party.

CONFIDENTIAL INFORMATION includes, but is not limited to, the following:

1. The execution of this Agreement, unless disclosure is necessary to achieve the purposes of this Agreement, is required by the competent authorities or is authorized by the Disclosing Party.
2. All documentation and information provided by the Disclosing Party in furtherance of the Project, including information relating to processes, operational or technological configurations and diagrams, products, business, know-how, names and experience of employees and consultants, list of customers, financial statements, licensing terms and conditions, corporate organization, among other documentation or information.
3. Any information that is disclosed by the Disclosing Party to the Receiving Party, its executives, officers, representatives, employees, consultants, and advisors referred to as "Representatives of the Receiving Party", as well as its parents, subsidiaries, branches, or affiliates.
4. Any information that by its characteristics means to the Party, to obtain and maintain a competitive and/or economic advantage over third parties in the performance of commercial activities and with respect to which it has adopted the means or systems to preserve its confidentiality and restricted access to it.
5. CONFIDENTIAL INFORMATION shall be transferred in written, verbal, visual, electronic form or under any other means or circumstances, and shall have this character, unless the Disclosing Party states that such information should not be treated as confidential. In any case, the Receiving Party shall duly document the information provided to it.

Article 3.

With respect to the use to be made of the CONFIDENTIAL INFORMATION, the Receiving Party undertakes to:

1. That the CONFIDENTIAL INFORMATION received by it under this Agreement will be used solely for the purpose of carrying out The Project.



2. All CONFIDENTIAL INFORMATION of the Disclosing Party shall always remain the property of the Disclosing Party.
3. The Receiving Party shall keep the CONFIDENTIAL INFORMATION of the Disclosing Party strictly confidential and may not disclose, use, exploit and/or transmit it for its own benefit or for the benefit of a third party or to the detriment of the other party. Notwithstanding the foregoing, CONFIDENTIAL INFORMATION may be used, exploited and/or transmitted only and exclusively with the prior written consent of the Disclosing Party.
4. The Receiving Party shall use the necessary means to ensure that its Representatives, consultants, advisors, advisors, contractors, and officials who, in the performance of this Agreement, must have access to CONFIDENTIAL INFORMATION, keep the CONFIDENTIAL INFORMATION confidential. The Receiving Party declares that it has or will have, for the purposes of the best performance of this Agreement, written commitments with all its Representatives as Receiving Party, including consultants and advisors and independent contractors who may have access to CONFIDENTIAL INFORMATION.
5. The Receiving Party may not mention to third parties that it knows or holds CONFIDENTIAL INFORMATION, except with the prior written authorization of the Disclosing Party and provided that the third party receiving such information expressly undertakes to maintain confidentiality and reserve with respect thereto.
6. The Receiving Party agrees that CONFIDENTIAL INFORMATION provided to it, including that provided prior to the signing of this Agreement, shall be held in strict confidence and reserve.
7. The Receiving Party acknowledges that CONFIDENTIAL INFORMATION obtained or to be obtained by it in connection with this Agreement has commercial value, that it is not in the public domain and that its disclosure could seriously affect the interests of the Disclosing Party.
8. The Receiving Party agrees that it will not infringe any intellectual property rights or other rights in the CONFIDENTIAL INFORMATION.
9. The Disclosing Party acknowledges that if it has signed a confidentiality agreement with third parties on information to be provided to the Receiving Party in the performance of this Agreement, the respective confidentiality shall be maintained until the third party expressly authorizes to have access to the CONFIDENTIAL INFORMATION required. Likewise, it undertakes to take the necessary steps to obtain the granting of such authorization by the respective third party.



10. The Receiving Party agrees not to make any report or publication related to the CONFIDENTIAL INFORMATION subject of this Agreement without the prior authorization of the Disclosing Party.
11. If the Receiving Party or any of its representatives is required by law or by order of competent authority to disclose any CONFIDENTIAL INFORMATION of the Disclosing Party, the Receiving Party shall inform the Disclosing Party in advance in writing of the request for disclosure of the CONFIDENTIAL INFORMATION and the terms and circumstances thereof, so that the Disclosing Party may seek adequate protection or other remedy to maintain the protection of the CONFIDENTIAL INFORMATION.

Article 4.

CONFIDENTIAL INFORMATION shall not be deemed CONFIDENTIAL that in respect of which it can be demonstrated:

1. That it was in the public domain at the time of disclosure.
2. That it was published by the Disclosing Party or otherwise became part of the public domain, without being in violation of this Agreement or the Law.
3. That it was received by the Receiving Party after disclosure by a third party, who had the legitimate right to disclose such information.
4. That the Receiving Party demonstrates that the information was in its possession prior to the signing of this Agreement and was not of a confidential nature.
5. The Disclosing Party's written approval of the disclosure.

Article 5.

In the event of termination of this Agreement, the Disclosing Party may request in writing to the Receiving Party the immediate return of all CONFIDENTIAL INFORMATION delivered to it, as well as all written material containing or reflecting any CONFIDENTIAL INFORMATION. The Receiving Party shall make the return of the information no later than ten (10) calendar days after receipt of the written request to that effect. The Receiving Party shall not maintain copies, extracts or partial or total reproductions of the CONFIDENTIAL INFORMATION. All documents, communications, analyses, notes, studies, and other writings prepared by the Receiving Party, or its representatives based on the CONFIDENTIAL INFORMATION shall be destroyed. The Receiving Party shall notify the Disclosing Party in writing of such destruction.

Article 6.

This Agreement shall become effective as of the Effective Date. Nonetheless, the obligations under this Agreement shall continue for a period of five (5) years from the Effective Date.

Article 7.

Each party shall refrain from exploiting in any way the intellectual property rights of the other party, including its distinctive signs (i.e., trademarks, emblems, and commercial slogans), patents of invention, utility models, industrial designs, and all those of which it has knowledge by reason of this Agreement or for any other cause, unless it has express authorization from the party owning the right.

Article 8.

Each party shall designate an official to coordinate the receipt and access to information, in accordance with the provisions of this Agreement.

Article 9.

Neither party may assign or transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other party.

Article 10.

Each party shall be liable to the other party and to third parties for any damages that may be caused by the breach of its obligations under this Agreement. In any case, the Receiving Party that breaches its obligations under this Agreement shall fully indemnify the Disclosing Party for the damages that may be caused in accordance with the legislation in force. Likewise, the defaulting party shall be liable for any penalties that may be applicable according to the applicable intellectual property laws.

Article 11.

For all legal and contractual purposes, this Agreement shall be governed by and construed in accordance with the laws of the Republic of Colombia. All disputes arising from the conclusion, interpretation, execution, termination or development of this contract, which cannot be settled

by direct agreement between the parties within a period not exceeding two (2) months from the date of manifestation by one party to the other in the sense that a dispute exists, shall be resolved by the competent judges of the Republic of Colombia.

Article 12.

Nothing contained in this Agreement shall be construed as an obligation to enter into any other agreement relating to the Information or the Project. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof. Nonetheless, the parties may at any time modify the terms of this Agreement in written form.

As sign of acceptance, the parties subscribe the present Non-Disclosure Agreement in two (2) copies of the same value and tenor on the (*) day of (*) of the month of (*) of the year 2022.

On behalf of (*),

On behalf of TRES ASTRONAUTAS S.A.S.,

(*)

Citizenship Card No. (*)

Legal Representative

(*)

Tax ID No. (*)

ALEJANDRO CÓRDOBA BORJA

Citizenship Card No. 1.026.292.948

Legal Representative

TRES ASTRONAUTAS S.A.S.

Tax ID No. 901.120.741-2