

CONFIDENTIALITY AGREEMENT FOR IVAN DARIO SERRANO GUERRA

THIS AGREEMENT is made the 8th day of February year 2021, BETWEEN:

- (1) SWELL CAPITAL SpA, rut 76.813.387-5, (Swell or the Client);
and
(2) Iván Darío Serrano Guerra, CC 1.098.602.098. (the 'Consultant').

NOW IT IS HEREBY AGREED as follow:

That to induce the Client to retain the Consultant as an outside independent consultant and to furnish the Consultant with certain information that is proprietary and confidential, the Consultant hereby warrants, represents, covenants, and agrees as follows:

1. Engagement. The Consultant, in the course of engagement by the Client for the analysis and evaluation of certain data, may or will have access to or learn certain information belonging to the Client or to third parties that have provided it to Swell under confidential terms, authorizing the latter to disclose it to consultants -as the Consultant-, under confidentiality terms, information that is proprietary and confidential.

2. Definition of Confidential Information. Confidential Information as used throughout this agreement means all financial, business, technical, operating, any secret or proprietary information relating directly to the Client's business or prospective businesses and that of the Client's affiliated companies and subsidiaries, disclosed after the date of this agreement, whether oral or written in whatever form provided, or obtained by the Consultant through observation, examination or compilation of the foregoing and includes without limitation, all commercial, legal, financial and technical information and materials, including the information received by the Client from third parties under confidential terms, authorizing its disclosure to consultants, concerning the business and prospective businesses of the Client and its policies, services, processes, procedures, methods, formulations, trade secrets, intellectual property, facilities, products, pricing, plans, affairs, transactions, organizations, business details or suppliers and the Clients own analyses, interpretations, studies and opinions in any way derived from any of the Confidential Information whether or not such information was marked "confidential" or otherwise indicated to be confidential.

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3. Non-disclosure. The Consultant agrees to keep strictly confidential all Confidential Information and will not, without the Client's express written authorization, signed by one of the Client's authorized officers, use, sell, market, or disclose any Confidential Information to any third person, firm, corporation, or association for any purpose. The Consultant further agrees not to make any copies of the Confidential Information except upon the Client's written authorization, signed by one of the Client's authorized officers, and will not remove any copy or sample of Confidential Information from the premises of the Client without such authorization. The Consultant agrees and represents that it has adopted reasonable policies and procedures to protect the Confidential Information from disclosure, with at least the same degree of care as it uses to protect its own confidential and proprietary information of a similar type, which degree of care shall in no event fail to meet industry standards.

4. Return of Material. Upon receipt of a written request from the Client, the Consultant will return to the Client all copies or samples of Confidential Information that, at the time of the receipt of the notice, are in the Consultant's possession.

5. Obligations Continue Past Term. The obligations imposed on the Consultant shall continue with respect to each unit of the Confidential Information following the termination of the business relationship between the Consultant and the Client, and such obligations shall not terminate until such unit shall cease to be secret and confidential and shall be in the public domain, unless such event shall have occurred as a result of wrongful conduct by the Consultant or the Consultant's agents, servants, officers, or employees or a breach of the covenants set forth in the agreement.

6. Equitable Relief. The Consultant acknowledges and agrees that a breach of the provisions of Paragraph 3 or 4 of this Agreement would cause the Client to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Consultant agrees that the Client shall have the right to seek specific performance of the provisions of Paragraph 3 to enjoin a breach or attempted breach of the provision thereof, such right being in addition to all the other rights and remedies that are available to the Client at law, in equity, or otherwise.

7. Invalidity. If any provision of this agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.

8. Governing Law and Jurisdiction

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This Agreement will be governed by, construed and interpreted in accordance with the laws of the Republic of Chile.

9. Miscellaneous. This Agreement ensures to the benefit of the parties hereto and their successors and assigns and is binding on each other and each other's successors and assigns. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. No change or modification of this Agreement shall be valid unless it be in writing and signed by the Parties. The headings of the Sections of this Agreement are inserted for convenience only and do not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

10. Notices. All notices pertaining to this Agreement shall be made in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery. Any notice shall be addressed to the other party as follows:

In Process

If to the Client:	By	e-mail	addressed	to
		gonzalo@swellcapital.cl		and
		octavio@swellcapital.cl		
If to the Company:	By e-mail to	iidsq@hotmail.com		

If given by facsimile or other means of electronic transmission, notice shall be deemed to have been received on the Business Day following the sending, or if delivered by hand or courier, at the time it is delivered to the applicable address. Any notices sent under this Agreement shall be sent by facsimile with a copy sent by same-day or overnight delivery service. Either party may, by written notice to the other, change its respective company representative or the address to which notices are to be sent.

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written.

DocuSigned by:

Gonzalo Cananaghi

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Signed by or on behalf of the Client

DocuSigned by:
Iván Serrano
EF6348FE59BD410

Signed by or on behalf of the Consultant

In Process