

(1) Fujitsu Technology Solutions S.A.

-and-

(2) Juan Manuel Castro Cañal

(parties (1) to (2) together referred to as the "Parties")

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**NON-DISCLOSURE AGREEMENT**

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WHEREAS, the Parties wish to enter discussions and communicate to each other certain Information (defined below) in contemplation of remote access to the Fujitsu network.

WHEREAS, in the course of such discussions it is anticipated that the Parties will disclose or deliver to each other certain proprietary information relating to the Purpose which the Parties regard as confidential, all for the sole purpose of enabling the Parties to evaluate the feasibility of entering into a business relationship with each other for the Purpose;

NOW THEREFORE, the Parties hereto agree as follows:

1. For the purpose of this Agreement "**Information**" shall mean any information and data of a confidential nature, whether in oral, written or electronic form or any other form whatsoever, including but not limited to business, commercial, research, developmental, manufacturing, operating, performance, process, product and any other technical information, know how, intellectual property, samples, models, apparatus and all data bearing media containing or disclosing such information and techniques, which are made or become available pursuant to this Agreement.
2. The Parties agree to exchange hereunder Information only for the Purpose as set forth above, and the receiving Party (hereinafter referred to as "**Recipient**") shall be permitted to use Information disclosed to it pursuant to this Agreement only for the Purpose, unless otherwise expressly agreed to in writing by the disclosing party.
3. Information exchanged between the Parties pursuant to this Agreement
  - a) shall not be distributed, disclosed, or disseminated in any way or form by the Recipient to anyone except its own employees who have a reasonable need to know such Information;
  - b) shall be treated by the Recipient with the same degree of care to avoid disclosure to any third party as is used with respect to the Recipient's own information of like importance but in any event not less than a reasonable level of care.
4. For the purpose of clause 3 (a) above the following shall not be considered as third parties but shall be bound to obligations of confidentiality no less stringent than the obligations of confidentiality as set out in this Agreement
  - (a) any company or other form of business organization, whether a separate legal entity or not, which is or becomes owned or controlled directly or indirectly by a Party as to more than fifty (50) per cent of such company's issued equity share capital, voting rights and/or the like,
  - (b) any company or other form of business organization, whether a separate legal entity or not, which owns or controls, directly or indirectly, more than fifty (50) per cent of a Party's issued equity share capital, voting rights and/or the like.
  - (c) Fujitsu Ltd. Japan and any company or other form of business organization, whether a separate legal entity or not, which is or becomes owned or controlled directly or indirectly by Fujitsu Ltd. Japan or Fujitsu Technology Solutions (Holding) B.V. Netherlands as to more than fifty (50) per cent of such company's issued equity share capital, voting rights and/or the like.
5. The obligations as per clause 3 shall not apply, however, to any Information which

- a) the Recipient can demonstrate is already in the public domain or becomes available to the public other than by breach by the Recipient of this Agreement;
  - b) was rightfully in the Recipient's possession without confidential obligations prior to receipt from the disclosing Party as proven by the Recipient's written records;
  - c) can be proven to have been rightfully received by the Recipient from a third party without confidential obligations;
  - d) is independently developed by the Recipient without use of the Information as proven by its written records;
  - e) is approved for release by written agreement of the disclosing Party;
  - f) is required to be disclosed by mandatory law or the rules of any governmental organization. In such event, the Recipient shall promptly notify the disclosing Party to enable the disclosing Party to obtain a limiting or protective order for the purpose of preserving the confidentiality of the Information required to be disclosed.
6. Each Party shall have the right to refuse to accept any Information under this Agreement prior to any disclosure and nothing herein shall obligate any Party to disclose any particular information. The Parties acknowledge that they are not prohibited by any law or the rules of any governmental organization from receiving Information.
7. Information shall remain the property of the furnishing Party. It is understood that no license or right of use under any patent, copyright, trademark or other proprietary right is granted or conveyed by this Agreement except as expressly provided for herein. The disclosure of Information shall not result in any obligation to grant the Recipient rights therein.
8. The Parties shall not be obligated to compensate one another for disclosure of any Information under this Agreement and agree that no warranties of any kind including, but not limited to, warranties of merchantability, satisfactory quality, fitness for purpose, and non-infringement are given with respect to such information as well as any use thereof.
9. This Agreement shall be effective as of the date of the last signature as written below (the "**Effective Date**"). It may be terminated with respect to further disclosures upon thirty (30) days prior notice in writing. This Agreement shall automatically terminate one (1) year from its Effective Date. The rights and obligations of the Parties with respect to Information accruing prior to termination as set forth herein shall, however, survive the termination of this Agreement for a period of five (5) years.
10. All Information on record bearing media exchanged between the Parties pursuant to this Agreement shall upon request and at the option of the disclosing Party, to the fullest extent technically and economically feasible, either be returned to the disclosing Party or be destroyed by the Recipient after termination of this Agreement. Such request shall be made in writing by the disclosing Party to the Recipient within ninety (90) days after termination of this Agreement. In case of destruction of the records, the Recipient shall confirm in writing such destruction to the disclosing Party within fourteen (14) days after receipt of the respective request. The term "**Information**" shall for the purposes of this clause 10 include any copies or abstracts made thereof, or portions thereof, or any information derived therefrom. Clause 10 sentences 1 – 4 do not apply to the extent that Recipient is required under applicable law, regulations or rules of professional bodies to keep copies of the Information. Any Information not returned or destroyed in accordance

with this clause 10 sentences 1 and 5 shall remain subject to the confidentiality obligations under this Agreement.

11. As to confidential treatment and restriction in use of Information exchanged between the Parties in respect of the subject matter hereof, this Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements and understandings.
12. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.
13. No failure or delay in exercising any right under this Agreement will operate as a waiver of such right and no right or remedy conferred herein is exclusive of any other right and each such right shall be cumulative.
14. Notwithstanding that the whole or any part of the provisions of this Agreement may prove to be illegal or unenforceable, the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.
15. This Agreement may not be assigned by either Party without the prior written consent of the other. Notwithstanding the foregoing, a Party may, without the consent of the other Party, assign its rights and obligations under this Agreement to any successor entity in the event of such Party's sale or transfer of substantially all of the assets of shares of such Party or in the event of a merger, consolidation or reorganization; provided, however, that, in any such event, such assignor shall not be relieved of its obligations hereunder.
16. This Agreement shall be governed by the laws of **Spain** without any reference to any conflict of law rules.
17. The Parties irrevocably submit to the exclusive jurisdiction of the **Spanish courts** to settle any disputes arising in connection with this Agreement.)
18. The Parties shall abide by the applicable export license regulations of the respective country(ies) and it is each Party's obligation to apply for an export license grant prior to any transmission of Information and to inform the Recipient sufficiently of any existing limitation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.

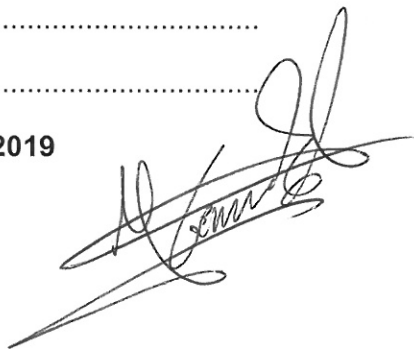
For and on behalf of **Fujitsu Technology Solutions**

Name: **Germán Sánchez Ruiz**

Signature: .....

Position: .....

Date: **11 de marzo de 2019**



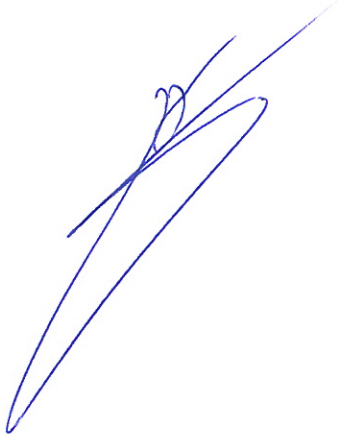
For and on behalf of **Juan Manuel Castro Cañal**

Name: .....

Signature: .....

Position: Student intern

Date: **11 de marzo de 2019**

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes that form a stylized representation of the name.

