

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the “Agreement”) is entered into on this 11/24/2023, by and between NauBank, a registered British company with an address of England, United Kingdom and company number **14281429** (“NauBank”), and Elías Pereyra a argentinian citizen with an ID/Passport Number 42904046 (“Recipient”) each is a “Party” and, together, the “Parties.”

WITNESSETH:

WHEREAS, NauBank (“Disclosing Party”) is considering developing NauBank App, NauBank digital bank and relating technologies, that consist of the online banking and/or online wallet for applications including, but not limited to, storing, transferring and moving money.

WHEREAS, NauBank (“Disclosing Party”) is the owner of trade secrets, which consist of a method regarding business methods, market analyses, marketing plans, business relationships, product information, pricing information, profit margin information, purchasing information, distribution information, software code information and other trade secrets all in connection with the project NauBank and relating products which are not generally known or reasonably ascertainable by others, and by which the Receiving Party can obtain an economic advantage over competitors or customers (the “Proposed Project”).

WHEREAS, the Disclosing Party will share information with Elías Pereyra (“Receiving Parties”) in connection with the Proposed Project, and the Disclosing Party hereby desires to protect against the disclosure of such confidential information subject to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, “Confidential Information” means any data or information, whether in tangible or intangible form, whenever and however disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with the Proposed Project, including, but not limited to, (i) plans for products or services, and customer or supplier lists, channels of distribution, pricing policies and records; (ii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology, or method; (iii) any know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, trade secrets, property rights, concepts, animations, creative drawings, interpretations, scripts, productions, compositions, copyrights and intellectual property rights; (iv) all information concerning the Disclosing Party’s and its affiliates’, and their customers’, suppliers’ and other third parties’ past, present and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other

financial results, records and budgets, and business, marketing, development, sales and other commercial strategies, (v) any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Receiving Party or its Representatives (as defined below), (vi) any information disclosed to the Receiving Party by the Disclosing Party in connection with the Proposed Project, and (vii) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials (the “Notes”) prepared by or for the Receiving Party or its Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing. It is also agreed and understood that Confidential Information shall also include the fact that Confidential Information has been disclosed to the Receiving Party, that discussions or negotiations concerning the Proposed Project are being held, or any of the terms, conditions or other facts with respect to the Proposed Project, including the status thereof, and the terms and conditions of such negotiations and any agreements in connection thereto.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known to a Receiving Party from a third party source not known (after diligent inquiry) by such Receiving Party to be under an obligation to maintain confidentiality; (iii) is or becomes publicly available through no fault or failure to act by a Receiving Party of this Agreement; and (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of Section 4 hereof shall apply prior to any disclosure being made; and (v) is or has been independently developed by employees, consultants or agents of a Receiving Party without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

In connection with the evaluation, negotiation or consummation of the Proposed Project, the Disclosing Party will disclose Confidential Information to the Receiving Party. The Receiving Party shall: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents, legal and financial advisors or representatives (collectively, “Representatives”) who have a need to know such Confidential Information in connection with the Proposed Project, and only for this purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement; (c) keep all Confidential Information strictly confidential and not disclose any Confidential Information to any third party (except as otherwise expressly provided for herein); and (d) protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. The Receiving Party shall be responsible for any breach of this Agreement by its Representatives.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information exclusively in connection with the Proposed Project and not for any other purpose, without the prior written consent of the Disclosing Party. No other right or license, whether express or implied, in the Confidential

Information is granted to the Receiving Party hereunder. Title to the Confidential Information of the Disclosing Party will remain solely in the Disclosing Party. Any modifications and improvements of the Confidential Information by the Receiving Party shall be the sole property of the Disclosing Party.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, a Receiving Party may disclose Confidential Information pursuant to any applicable federal, state or local law, regulation or governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that such Receiving Party promptly notifies the Disclosing Party in writing of such request for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure may be made without liability, provided that Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, such request specifically requires the Receiving Party to disclose.

5. Term.

This Agreement shall remain effective for three **(3) years** from the date hereof. Notwithstanding the foregoing, the Receiving Party' duties pursuant to Section 2, 3 and 4, shall remain in effect for three (3) years after the termination or expiration of this Agreement. Section 6, 8, 9 and 11 shall survive any termination or expiration of this Agreement.

6. Return of Confidential Information.

The Receiving Party shall return and redeliver to the Disclosing Party all tangible material embodying the Confidential Information provided hereunder and all Notes (and all copies of any of the foregoing, including "copies" that have been converted to computerized media form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, within five (5) business days following the termination or expiration of this Agreement. Alternatively, the Receiving Party, with the written request of the Disclosing Party shall destroy within five (5) business days following the termination or expiration of this Agreement, any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certifying in writing such destruction by an authorized officer of the Receiving Party supervising the destruction. Following termination or expiration of this Agreement, the Receiving Party shall cease all use of the Confidential Information.

7. Covenant Not to Compete.

In consideration for entering into this Agreement, the Receiving Parties shall use the Confidential Information only in the furtherance of the relationship between parties, and Receiving Parties shall make no other use, in whole or in part, of such Confidential Information. Receiving Parties, its Representatives and its Related Entities agree not to, directly or indirectly and for a period of three (3) years after the date of this Agreement, (i) manufacture, develop, promote, market, sell or service any other goods similar to the Proposed Project; or (ii) acquire financial or economic interest in any type of business that offers or provides similar to the Proposed Project except in the case of an Owner whose stock is publicly traded.

8. Notice of Breach.

The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Receiving Party or its Representatives, or any other breach of this Agreement by the Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. Remedies.

The Receiving Party acknowledges that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination or use of the Confidential Information would destroy or diminish the value of such information and could irreparably injure the business of the Disclosing Party. The damages to the Disclosing Party that would result from the unauthorized dissemination or use of the Confidential Information could be impossible to calculate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled to seek specific performance or injunctive or any other relief, as a remedy for any breach or threatened breach of this Agreement. Such remedies shall be in addition to any other remedies available, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses.

10. Warranty; No Transfer of Rights, Title or Interest.

(a) NO WARRANTIES ARE MADE UNDER THIS AGREEMENT WHATSOEVER. The parties acknowledge that although the Disclosing Party shall endeavor to include in the Confidential Information all information believed to be relevant for the purposes set forth in this Agreement, the Receiving Party understands that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made herein. The Disclosing Party shall have no liability to the Receiving Party or its Representatives resulting from any use of the Confidential Information, except as otherwise provided in this Agreement.

(b) Each party hereby retains its entire right, title and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other

transfer of any such right, title or interest whatsoever to the Receiving Party or any of its Representatives.

11. Miscellaneous.

(a) No Other Obligation. The parties agree that neither party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein.

(b) Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written between the parties, with respect to the subject matter hereof. This Agreement may only be modified by a written amendment signed by both parties.

(c) Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(d) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Although the restrictions contained herein are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of this Agreement will be enforced as if the provision was not included.

(e) No Obligations. Each Party acknowledges and agrees that this Agreement does not obligate the other Party to disclose any information, including any Confidential Information, negotiate, or enter into any agreement or relationship with the other Party, or accept any offer from the other Party. Each Party further acknowledges and agrees that unless a definitive agreement is entered into among the Parties, neither Party shall have any claims whatsoever with respect to the Proposed Project against the other Party or any third person with whom a transaction is entered into by the other, including, but not limited, to any compensation(s), wage(s), expense(s), payment(s) or amount(s) of any kind for disclosing the Confidential Information as stated in this Agreement.

(f) Notices. Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with an internationally recognized overnight carrier, electronic mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party indicated below (or such other address as may be furnished by a party in accordance with this paragraph):

If to NauBank: ADDRESS alex@naubank.com.ec

All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic mail, on the date of such delivery, (b) in the case of delivery by an internationally recognized overnight carrier, on the third business day following dispatch, and (c) in the case of mailing, on the seventh business day following such mailing.

(g) Independent Contractors. Parties are independent parties under this Agreement. Nothing herein contained will be deemed to create an employment, agency, joint venture or partnership relationship between the Parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party will have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

(h) Assignment. This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. All obligations contained in this Agreement shall extend to and be binding upon the parties and their respective successors, assigns and designees.

(i) Related Entities. For purposes of this Agreement, "Related Entities" shall be defined as family members, successors, assignees, administrators, representatives, joint ventures, partners, agents, attorneys, officers, directors, employees, shareholders, affiliates, associates, parent and corporations, parent and corporations' officers, directors, employees, shareholders and affiliates, and any other representative of that party.

(j) Governing Law. This Agreement shall be governed and construed in accordance with the laws of United Kingdom applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

<p>Alexander Naula as CEO and Founder of Nau Bank App</p> <p>DocuSigned by: <i>Legal Dept.</i> B530D8A4BF0542E...</p>	<p><u>Elias Pereyra</u> as Incoming Intern at Nau Bank App</p> <p>DocuSigned by: <i>Elias Pereyra</i> BD9E05EE835843B...</p>
<p>DATE: 11/22/2023</p>	<p>DATE: 11/24/2023</p>



JUNIOR DEVELOPER INTERNSHIP.

INTERN PROGRAMME - NAU BANK APP a NAU GROUP LTD company.
LETTER OF COMMITMENT

Yo, Elías Ismael Pereyra Prando con Número de DNI/Pasaporte número 42904046 expreso mi aprobación para realizar el siguiente programa de prácticas dentro de Nau Bank App Company. Declaro que acepto el acuerdo de confidencialidad y no divulgación, además, acepto que realizaré un programa formativo para adquirir experiencia y aprender nuevas habilidades en desarrollo tecnológico y programación. Según lo solicitado, el programa tendrá una duración de 6 meses en los que, por acuerdo interno, colaboraré en un horario flexible, trabajaré a distancia y seré evaluado en función de los resultados obtenidos en las actividades delegadas.

La aparente prestación de servicios no juega como elemento de valor añadido y la empresa, como colaboradora de la función de desarrollo tecnológico, no está obligada a abonar ningún tipo de remuneración por este programa de prácticas en Nau Bank App.

La realización del programa de prácticas en la empresa no obliga en modo alguno a la contratación del intern por parte de la empresa.

Se hace constar que con la firma de este documento el candidato pasará a formar parte del Departamento de Desarrollo Tecnológico de Nau Group LTD.

Legal Department
at Nau Group LTD

Elías Pereyra
Incoming Intern
at Nau Group LTD

DocuSigned by:

Legal Dept.

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11/22/2023

DocuSigned by:

Elías Pereyra

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