

# NON-DISCLOSURE AGREEMENT

Under this agreement and in the best form of law, the company [GAVEAPAR SERVIÇOS DE APOIO ADMINISTRATIVO LTDA](#), an Brazilian company registered with the ID [CNPJ 17.829.571/0001-36](#), headquartered at [Rua Coronel Madureira, 40 - loja 9, Centro, Município de Saquarema, RJ, Brasil, CEP 28990-000](#), hereby represented as required in its bylaws, hereinafter referred to as PROVIDER, and:

hereinafter referred to as RECIPIENT, have, between themselves, fair and contracted to enter into this Confidentiality Agreement, hereinafter referred to as AGREEMENT, to be governed by the following terms and conditions:

**PRELIMINARY CONSIDERATIONS.** Considering that: (1) the parties are in preliminary negotiations to study the feasibility of an eventual partnership in the [OPEN PBL](#) hereinafter referred to as BUSINESS; (2) CONFIDENTIAL INFORMATION is any technical or commercial information relating to the BUSINESS, whether printed or in digital file format, revealed by the PROVIDER to the RECIPIENT at any stage of the negotiations; (3) that the PROVIDER wishes to reveal such information to the RECIPIENT to develop the BUSINESS;

**CLAUSE 1.** The RECIPIENT acknowledges that the PROVIDER has provided him with CONFIDENTIAL INFORMATION of his property for study and evaluation and undertakes not to disseminate the information received, whether free of charge or against payment, as well as not to use it for his benefit or that of third parties, for any purposes and at any time, taking care of any damages that may result from the breach of confidentiality.

**CLAUSE 2.** The CONFIDENTIAL INFORMATION OF THE SUPPLIER is disclosed to the RECIPIENT in absolute secrecy, so that the RECIPIENT, its employees, associated consultants and authorized auditors must use the information, solely and exclusively, to enable and develop the BUSINESS.

§ 1 - The sending and receiving of CONFIDENTIAL INFORMATION must always be done by a single interlocutor from each of the parties, appointed in this agreement.

§ 2 - The replacement of the interlocutor must be the subject of an amendment to this agreement.

§ 3 - The interlocutors named for this agreement are: [JORGE LUIZ CATALDO FALBO SANTO \(Jorge.cataldo.br@gmail.com\)](#), by the PROVIDER, and:

by the RECIPIENT.

**CLAUSE 3.** CONFIDENTIAL INFORMATION may not be published, disclosed, or revealed to any person, company, or entity by the RECIPIENT, except with the express and written authorization of the PROVIDER.

**CLAUSE 4.** If the partnership is not implemented, the PROVIDER will remain the holder of the rights over CONFIDENTIAL INFORMATION and the BUSINESS, and the RECIPIENT must promptly make all CONFIDENTIAL INFORMATION permanently unavailable, as well as any material that contains this information revealed due to the negotiations, to ensure that CONFIDENTIAL INFORMATION can no longer be accessed by others.

§ 1 - The PROVIDER is entitled to decide, at any time, on the termination of the partner and the termination of this AGREEMENT.

**CLAUSE 5.** This Agreement shall be governed by the laws of [BRAZIL](#) without regard to conflicts of law rules. Each of the parties hereto agrees that (a) any legal action brought in connection with this Agreement shall be brought in the federal or state courts located within the [City of RIO DE JANEIRO, RJ](#), and (b) any right of the undersigned to trial by jury with respect to any claim or action arising out of this Agreement is waived

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

[RIO DE JANEIRO](#),

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PROVIDER

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RECIPIENT

Witnesses: