**NON-DISCLOSURE AGREEMENT**

**THIS NON-DISCLOSURE AGREEMENT** (the “**Agreement**”) is made on [●] of [●], 2025, (the “**Effective Date**”)

**BETWEEN:**

1. **Alter5 Financial Technologies, S.L.**, a limited company incorporated in Spain (B-88357769) whose registered office is at Manuel Pombo Angulo 10, pl. 1, of. 2, 28050, Madrid, Spain, represented by Mr. Miguel Solana Pita as Director;

and

1. **[●]**, a company incorporated in [●] whose registered office is at [●], represented by [●];

hereinafter referred to individually as a “**Party**” or collectively as the “**Parties**”.

**WHEREAS:**

The Parties wish to record the terms and conditions of certain confidential, proprietary and trade secret information (the “**Confidential Information**”) disclosed or exchanged between the Parties (or their Representatives) in relation to potential investment opportunities (the “**Permitted Purpose**”).

**IN CONSIDERATION OF** the mutual terms and conditions hereinafter contained

**IT IS AGREED** as follows:

1. **Definitions**
   1. “**Affiliates**” shall mean, as to any Person, any Person directly or indirectly controlled by, controlling or under common control with such Person. For the purposes of this definition, “control” means ownership or control, directly or indirectly, of more than fifty percent (50%) of the shares having voting rights, or other equivalent rights of the subject entity entitled to vote.
   2. “**Confidential Information**” shall mean all written, recorded, electronic or oral information or data including without limitation all analyses compilations, data studies and other documents containing or based in whole or in part on any such information or reflecting the views, opinions or interests in the business, any information regarding products, manufacturing processes, know-how, trade secrets, processed, ideas, inventions (whether patentable or not), trademarks, patents, utility models, any Intellectual Property rights (whether registered or not), prototypes, schematics, drawings, pricing, market information, business strategies and plans, technical or non-technical data, lists and research and development programs and such other information as is deemed necessary by the Parties, disclosed or exchanged by or on behalf of the Disclosing Party in connection with the Permitted Purpose, directly or indirectly, on or after the date hereof that is or should reasonably be understood to be confidential or proprietary to the Disclosing Party, regardless of whether or not it is identified as confidential. Confidential Information shall further constitute: (i) the fact that the Parties are discussing the Permitted Purpose and the status and content of those discussions; (ii) any information or analysis which contains or is derived from the information specified in this provision, and (iii) the existence and terms of this Agreement.
   3. “**Disclosing Party**” shall mean the Party who discloses the Confidential Information.
   4. “**Person**” shall be broadly interpreted to include, without limitation, any corporation, company, partnership, other entity or individual.
   5. “**Receiving Party**” shall mean the Party to whom the Confidential Information has been disclosed.
   6. “**Representatives**” in respect of a Party shall encompass (i) all directors, officers, employees, insurers, service providers, equity investors, debt providers, representatives and external advisors (including, but not limited to, financial, legal and technical advisors) of such Party, (ii) its Affiliates and (iii) all directors, officers, employees, insurers, service providers, equity investors, debt providers, representatives and external advisors (including, but not limited to, financial, legal and technical advisors) of its Affiliates.
2. **Confidentiality**
   1. Each of the Parties shall keep confidential and not disclose to anyone except in accordance with the terms of this Agreement all of the Confidential Information that has been made available to it or that discussions or negotiations are taking place or have taken place between the Parties in connection with the Permitted Purpose.
   2. The obligations of confidentiality under this Agreement shall not apply to Confidential Information which:
3. at the time of disclosure is already in the lawful possession of the Receiving Party provided that it was not acquired directly or indirectly from the Disclosing Party; or
4. is at the time of its disclosure in the public domain; or
5. subsequent to its disclosure is lawfully acquired by the Receiving Party from a third party with no obligations of confidentiality to the other Party; or
6. subsequently falls into the public domain otherwise than through any breach of the terms of this Agreement on behalf of the Receiving Party or its Representatives.
   1. Each of the Parties undertakes not to use the Confidential Information for any purpose other than in connection with and for the purpose of the Permitted Purpose.
7. **Authorised Disclosure**
   1. Despite Clause 2.1., the Receiving Party and, in the case of (c) below, its Representatives are entitled to disclose Confidential Information:
8. to its Representatives who need to know the Confidential Information in relation to the Permitted Purpose; provided that the Receiving Party shall ensure that such Representatives: (i) are legally or contractually bound by a non-disclosure obligation equivalent or similar to that under this Agreement, unless bound by a statutory obligation of confidentiality; and (ii) will comply with such obligation;
9. to any third party, professional consultant, or to any bank or financial institution from which the Receiving Party is seeking or obtaining financing, provided that they are legally or contractually bound by a non-disclosure obligation equivalent or similar to that under this Agreement, unless bound by a statutory obligation of confidentiality and will comply with such obligation; or
10. to the extent requested or required by any law, regulation, court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body or administrative order, provided that where it is reasonably practicable and it is not legally prohibited from doing so, the Receiving Party consults with the Disclosing Party in good faith as to the manner, timing and scope of such disclosures and shall in all circumstances, unless legally prohibited from doing so, notify the Disclosing Party of such disclosure.

The Receiving Party shall have the burden to demonstrate that the disclosure of such information is permitted under this Clause 3 and shall be responsible for any breach committed by any of its Representatives as if the Receiving Party had committed such breach.

1. **Notification of required or unauthorised disclosure**
   1. The Parties agree (to the extent permitted by law) to inform each other in writing upon becoming aware that Confidential Information has been disclosed in breach of this Agreement.
2. **Return or destruction of Confidential Information**
   1. The Receiving Party shall, and shall request its Representatives to, at the written request of the Disclosing Party, promptly return or destroy any and all Confidential Information in its and their possession together with any copies thereof (to the extent technically practicable). In the event of destruction, the Receiving Party shall, at the Disclosing Party’s written request, confirm in writing (including by email) to the Disclosing Party that such destruction has been accomplished. Notwithstanding the foregoing, each Party may, and may allow its Representatives to, keep and retain a copy of the Confidential Information to the extent required by applicable law, regulation or stock exchange rules or internal policies on corporate governance, compliance, risk management, taxation or audit or that is stored on back-up media made in the ordinary course of business. Any copy of Confidential Information retained by each Party and its Representatives pursuant to the preceding sentence shall remain subject to all restrictions and obligations contained in this Agreement.
3. **Ownership of Confidential Information**
   1. Confidential Information supplied or disclosed by a Disclosing Party shall remain the sole and exclusive property of the Disclosing Party and this Agreement shall not operate to transfer ownership of the Confidential Information to the Receiving Party.
4. **No Representations and Warranties**
   1. Neither of the Parties make any representations or warranties, express or implied, of any kind to the other Party with respect to the Confidential Information, including without limitation with respect to the accuracy or completeness thereof. Any representations or warranties shall be made, if at all, only in definitive written agreements that may be entered into hereafter.
5. **Non-Circumvention**
   1. The Introduced Party undertakes not to pursue the potential investment opportunities that are the object of the Permitted Purpose without the participation of the Introducing Party, during the term of this Agreement and for a period of twelve (12) months thereafter.
6. **Non-Binding Discussions**
   1. This Agreement is not intended to be nor shall it be construed as constituting an offer or creating any obligation on either Party to enter into any agreement.
7. **Term**
   1. Either Party has the right to terminate this Agreement upon ten (10) business days prior written notice. However, the confidentiality obligations stipulated under this Agreement shall remain in force for a period of two (2) years from the Effective Date and, in case of early termination, from the date of early termination.
8. **Liability**
   1. The Receiving Party shall be responsible for all damages arising out of or resulting from any unauthorised use or unauthorised disclosure by the Receiving Party or any of its Representatives of the Confidential Information, or from any breach by the Receiving Party or by any of its Representatives of the provisions of this Agreement (including, without limitation, the legal fees and costs of enforcement of this Clause). Nothing contained herein shall be construed as prohibiting a Party from pursuing any other remedies available by law to it.
   2. However, the Receiving Party’s liability to the Disclosing Party in connection with this Agreement and any activities undertaken in connection with the Permitted Purpose shall be limited to actual direct damages and shall exclude any other liability, including without limitation liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise, except where such damages are caused by or attributable to fraud, gross negligence, recklessness or wilful misconduct of the Receiving Party or its Representatives.
   3. Accordingly, the Disclosing Party may be entitled to seek the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement by the Receiving Party.
9. **Miscellaneous**
   1. **Amendments.** This Agreement may not be modified, amended or waived except by a written instrument duly executed by both Parties.
   2. **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other and shall be binding on, and inure to the benefit of, the respective successors of the Parties hereto.
   3. **Severability.** If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. Such illegal, invalid or unenforceable provision shall be replaced with a provision which comes as close as reasonably possible to the commercial intentions of the illegal, invalid or unenforceable provision.
   4. **No waiver.** No failure or delay of one Party in enforcing or exercising any right hereunder shall be construed as a waiver thereof nor shall any single or partial exercise preclude any other or further enforcement or exercise thereof.
   5. **Entire agreement.** This Agreement contains the entire understanding and agreement between the Parties with respect to the matters set forth herein and supersedes any and all prior and contemporaneous agreements and understandings, whether written or oral, relating thereto. Neither Party shall have any right or obligation, express or implied by law, with respect to trade secrets or proprietary information of the other Party except as set forth herein.
   6. **Announcements and Press Releases.** Each Party shall not, and shall cause its Representatives not to, make any announcements or press releases in respect of the arrangements made between the Parties or any other matters related to this Agreement except as may be mutually agreed in writing by the Parties.
   7. **Counterparts**. This Agreement may be executed in two counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same agreement. Each Party agrees that it will be bound by its own digital or scanned signature and that it accepts the digital or scanned signature of the other Party to this Agreement.
   8. **Governing Law and Jurisdiction**. This Agreement shall be governed by and interpreted in accordance with the Laws of Spain. The Parties expressly waive the jurisdiction of any judicial court. Any dispute arising out of or in connection with this Agreement, including any dispute related with its existence, validity, performance or termination shall be finally settled by arbitration in law administered by the Court of Arbitration of the Official Chamber of Commerce, Industry and Services of Madrid (*Corte de Arbitraje de la Cámara Oficial de Comercio, Industria y Servicios de Madrid*), in accordance with its Rules of Arbitration in force on the date of submission of the request for arbitration. The arbitral tribunal appointed for this purpose shall be composed of one arbitrator and the language of the arbitration shall be English. The place of arbitration shall be Madrid, Spain.
10. **Notice**
    1. Any notice required or permitted to be given hereunder shall be deemed sufficiently given if sent by registered or certified mail, postage prepaid, addressed to the addresses for notices set out below. Each Party may also provide notice by sending the other Party an email to the email address provided by such other Party.

Addresses for Notices:

If to **Alter5 Financial Technologies, S.L.**: Miguel Solana

Address: Manuel Pombo Angulo 10, pl. 1, of. 2, 28050 Madrid, Spain

Email: miguel.solana@alter-5.com

If to **[●]**: [●]

Address: [●]

Email: [●]

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the Effective Date.

| For **ALTER5 FINANCIAL TECHNOLOGIES, S.L.**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Miguel Solana Pita  Director | For **[●]**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  [Name]  [Title/Position] |
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