

## Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is entered into as of May 14, 2024, by and between Rafael Echart, with its principal office located at Guayaquil, Ecuador ("Disclosing Party"), and Ander Jin, located in Shenyang, China ("Receiving Party").

### 1. Purpose

The Receiving Party agrees to design and develop a base product for an online booking appointment application using a specific template purchased by the Disclosing Party ("Confidential Information"). The purpose of this Agreement is to prevent the unauthorized disclosure of Confidential Information as defined below.

### 2. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all information, including the design, business strategy, and specifics of the template, provided by the Disclosing Party to the Receiving Party, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

### 3. Obligations of the Receiving Party

The Receiving Party agrees to:

- Use the Confidential Information solely to develop the application as per the specifications of the Disclosing Party.
- Keep the Confidential Information confidential and not disclose it to any third party without the prior written consent of the Disclosing Party.
- Take all reasonable precautions to protect the confidentiality of the Confidential Information.
- Not use the template or any derived version of it in any other projects or for the development of any similar product.

### 4. Non-Competition

The Receiving Party agrees not to create, develop, manufacture, or market any product that is based on or derived from the Confidential Information, nor to assist anyone else in doing so, for a period of [specify duration] after the termination of this Agreement.

### 5. Term

This Agreement shall commence on the date first written above and shall continue in effect indefinitely or until the Confidential Information no longer qualifies as confidential. The Agreement can only be terminated by the Disclosing Party, and such termination must be made in writing with thirty (30) days notice to the Receiving Party.

#### 6. Return of Materials

Any materials or documents that have been furnished by the Disclosing Party to the Receiving Party will be promptly returned by the Receiving Party, accompanied by all copies of such documentation, within [specify number] days of the termination of this Agreement.

#### 7. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the Disclosing Party is located. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in Guayaquil, Ecuador, and the parties hereby consent to personal jurisdiction and venue therein.

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, agreements, and understandings with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date and location stated below.

Rafael Echart

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Location: \_\_\_\_\_

Ander Jin

Signature: Ander Jin

Date Signed: 2024-05-14

Location: Shenyang, China