

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THE PROVIDER is committed to use appropriately Confidential Information that KONECTA receives for the sole and exclusive purpose of studying, analysing and evaluating services performed and provided.

For the purposes of present agreement, "Confidential Information" meaning whole information including any explanations or data supplied under any form, format or support, including, among others, specifications, diagrams, designs, business plan, strategies, projections and financial statements, architecture studies technological, execution budgets and know-how, communicated by KONECTA to the PROVIDER, whatever the form in which said communication takes place (oral, written, visual, drawings, computer files, etc.) and that is facilitated by any of the Parties through in relation to or as a consequence of this Confidentiality and non- disclosure Agreement.

For the purposes of this confidentiality agreement will not be considered confidential such as indicated below:

- Coming from public domain by any means or source that is not due to negligence or breach of the confidentiality duties of the party that received it,
- Has been obtained by the party that receives it through a third party with plenty of capacity, without confidentiality constraint and regarding information obtained (without this one implying a confidentiality breach of the third party's duties)
- knowledge by the receiving party was prior to the delivery of Confidential Information as a result of this agreement and that such knowledge can be sufficiently accredited by the receiving party,
- If required or disclosed to a third party prior communication to the other party, by legal requirement or by an authority legally authorized to do so and with an obligation to be served, understanding that is a mandatory requirement.
- Any disclosure is not allowed applying current Local Law or contract in force coming from the other party that consider irrelevant at the same time.

Now therefore the parties agree as follows:

- Information provided related as a consequence of this Confidentiality Agreement, will be confidential, unless expressly stated otherwise.
- Confidential Information may not be used or disclosed to third parties without the written consent of the other party.
- Just authorised people will handled this information directly linked to the project, responding to such effect, of the misuse or disclosure of the information.
- Do not copy, reproduce, transfer information or material provided by the other party, as well as not allow any other natural or legal person the copy or reproduction or disclosure, whether total, partial or in any way, the information or materials provided in at any time, without the prior authorization of the other party, given expressly and in writing form.
- will not reveal or allow anyone to reveal Confidential Information,
- all the information or material provided by any of them to the other party within the term of this agreement, as well as the content of this agreement, as it is strictly confidential and exclusive, will be treated as such and in a restricted manner by the persons linked to the project, expressly obliging themselves to respect and enforce those confidentiality, using for this purpose all the necessary security measures, measures and procedures to protect Confidential Information.

- The strictly confidential and exclusive nature of the content of this agreement, in particular, implies the obligation (without limitation but merely enunciate) of not making any communication National or International media without the prior written both Parties agreement with.

Confidential Information destruction does not release duties and obligations fulfillment according from this Agreement.

Both Parties agree to notify each other, writing and immediately, of any misuse of Confidential Information of which they have notice by any means, and that it occurs either on their own or on the other hand..

Notwithstanding the foregoing the Parties agree that this Agreement does not grant rights of any kind to the other party over intellectual property, copyright, trade secrets or other intellectual property rights of the owners thereof. By this agreement neither of the parties granting rights in - or over the Confidential Information by the other party, except limited right to review information exclusively aim of determining the subject matter of this Agreement.

The parties agree that this Agreement does not grant rights of any kind to the other party over patents, copyrights, trade secrets or other intellectual property rights of which both parties are respectively owners. By this agreement neither is granted to any of the parties rights in or on the Confidential Information of the other, except the limited right to review said Confidential Information exclusively for the purpose of determining the object of this agreement.

Confidentiality commitment is established into shall remain in force for a period of TWO (2) years from the date of this agreement.

KONECTA agrees that the Confidential Information provided through this agreement is accurate, truthful and reliable. However, KONECTA expressly states that this obligation does not constitute any specific guarantee.

The SUPPLIER will respond directly for any confidentiality agreement breach regulated with present Agreement and specifically to the disclosure or illegal use of the Confidential Information by people who have had access.

The SUPPLIER undertakes that during contacts and negotiations phases maintained with employees and/or KONECTA's directors, they will not be able to perform any job offers to employees and - or directors without express consent prior written way.

Consequently THE PROVIDER is fully responsible and will indemnify KONECTA for any terms breach into present confidentiality agreement that causes, either directly or indirectly, damages to KONECTA.

Both parties at any time when requested by the other party, and in any case at the end of the negotiations that motivate the acceptance of this Agreement, undertake to destroy all the information provided to the other and any copy that it was necessary to carry out.

Unless otherwise agreed, the parties designate their registered office as the only address to receive any information considered confidential under this agreement and any notification that may be necessary in relation to the same agreement.

This confidentiality agreement will be governed by Spanish law, the parties submitting expressly to the jurisdiction of the Courts of Madrid for any dispute or litigation arising from the execution, application and interpretation of this agreement.

For the valid modification of any contract terms, written agreement by either parties will be necessary.