

Fecha:	07/03/2023						
Sociedad:	CNP ASSURANCES						
Tipo de documento:	Contrato /Anexos <input type="checkbox"/>	Presupuesto/ Proyecto <input type="checkbox"/>	Doc. Consejo <input type="checkbox"/>	Doc. Hacienda <input type="checkbox"/>	Doc. DGSFP <input type="checkbox"/>	Doc. Planes/EPSV <input type="checkbox"/>	Otro:
Solicitado por:	Fabrice Alberti						
Contenido / Objetivo: Principal Acuerdo, entregables y descripción del servicio	Mutual Non-Disclosure Agreement						

Cumplimentar en caso de contrato, presupuestos, proyectos, u obligaciones de pago

Denominación del Documento:	NDA		
Apoderado/s de CNP: <i>(según importe económico del contrato)⁽¹⁾</i>	DAVID LATTES		
Contraparte: <i>(proveedor, o interviniente)</i>	MYMOID		
Fecha de inicio del contrato:			
Fecha de vencimiento del contrato:			
Renovación Tácita:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Preaviso Cancelación:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar preaviso:
Penalización por cancelación:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe:
Actualización precio por IPC, etc.:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Delegación actividades críticas:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Especificar:
KPI / SLA:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Presupuestado:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	Importe (IVA incluido):
Código CECO:			
Código PEP:			
Activable:	<input type="checkbox"/> SI	<input type="checkbox"/> NO	
Periodicidad del pago:	Mensual <input type="checkbox"/>	Trimestral <input type="checkbox"/>	Anual <input type="checkbox"/> Pago único <input type="checkbox"/>

- OBLIGATORIO-

Responsable del Departamento y Director correspondiente: Fabrice Alberti	Fecha: 07/03/2023	Firma: 	Firma:
Verificación de Control Financiero: <i>En el caso de que el gasto sea activable.</i>	Fecha:	Firma:	
Verificación de Control de Gestión: <i>En el caso de que el gasto esté presupuestado y el pedido o la factura no superen el presupuesto, no será necesaria la firma del Control de Gestión.</i>	Fecha:	Firma:	
Revisión Asesoría Jurídica: <i>(persona del equipo legal que ha revisado el contrato y verificado que cumple con todos los requerimientos solicitados) Nereida Guardiola</i>	Fecha: 07/03/2023	Firma:	
Comentarios Asesoría Jurídica:			
<input type="checkbox"/> CORRESPONSABLE <input type="checkbox"/> ENCARGADO <input checked="" type="checkbox"/> N/A			
Verificación de Compras:	Fecha: 07/03/2023	Firma:	
Representante Legal o Director Financiero David Lattes	Fecha: 07/03/2023	Firma: 	

MYMOID

Mutual Non-Disclosure Agreement

24 February 2023

Calle Serrano 88
Floor 1
28006 MADRID (Spain)

Tel +34 912 177 132 www.mymoid.com
info@mymoid.com

1. Mutual Non-Disclosure Agreement

Mr. David Lattes on behalf of the company CNP ASSURANCES, S.A., Sucursal en España, a company incorporated and registered under the Spanish Law, with business address in C/ Cedaceros, 10, planta 5, Madrid, 28014 at Madrid, and registered in the Commercial Register Madrid, volume 20063, book 0, folio 48, section 8ª, page M-353978 1st inscription and provided with Fiscal Identification Number W0013620J, with the necessary authority for the execution of this instrument.

AND

MR. Ramiro MARTÍNEZ-PARDO SUARDÍAZ on behalf of the company TECHNOactivity, S.L. - MYMOID, a company incorporated and registered under the Spanish Law, with business address in C/ Serrano 88, Madrid, 28006, at Madrid, and registered in the Commercial Register of Madrid, volume 27740, book 180 of the general section, sheet M499948, Fiscal Identification Number ESB85951895, with the necessary authority for the execution of this instrument.

Henceforth, either referred to individually as "Party", or collectively as "Parties".

In the concepts in which they take part, both Parties state that they have sufficient legal faculty to implement this NON-DISCLOSURE AGREEMENT.

WHEREAS

I.- That both parties are interested in exploring possible ways of collaboration and / or provision of services (the "Intended Use"), especially about the product MYMOID.

II.- That, during the evaluation process, each party ("Disclosing Party") may disclose to the other party ("Receiving Party") information relating to the business, operations, processes or technology of the Disclosing Party, which may include, without limitation, ideas, methodologies, plans, processes, technology, schematics, drawings, financial information, designs, customer lists and other customer information, vendor lists and other vendor information, business records or plans, trade secrets, products, inventions, product design information, marketing plans and information and pricing structure and the like, which has not been publicly disclosed and which the Recipient acquires directly or indirectly from the Disclosing Party, in whatever form or medium provided, whether provided before or after the execution of this Agreement,

(v) and becomes independently developed by employees, consultants or agents of the Receiving Party without breach of the terms of this Agreement.

2. Use of confidential information

The Receiving Party commits to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party.

The Receiving Party shall not disclose, disseminate or publish said Confidential Information received from the Disclosing Party hereunder, to any person or entity, without the prior written consent of Disclosing Party.

Nevertheless, the Receiving Party is allowed to disclose the said Confidential Information to its directors, employees or legal, financial or other professional advisors who have a the need to know such information, who have been informed of the Receiving Party's obligations hereunder, and who have agreed not to use or disclose Confidential Information.

3. Obligation to disclosure confidential information

It is understood to be exempted from the obligation of confidentiality under this Confidentiality Agreement, the disclosure of Confidential Information by legal requirement, from administrative authority or judicial court.

In any case, the Receiving Party shall provide, sole and exclusively, that part of the Confidential Information that is required to disclose in accordance with applicable law, and shall take the necessary actions to, fulfilling its legal obligations, ensure maximum confidentiality of the information.

4. Ownership of confidential information

All Confidential Information shall remain in the exclusive ownership of the Disclosing Party.

The present Agreement does not give the Receiving Party a license, or any other right, to any of the Disclosing Party's Confidential Information.

5. Return of confidential information

Receiving Party shall immediately return and redeliver to the other all the material embodying the Confidential Information to be provided hereunder, and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials, (and all copies of any of the foregoing, including "copies" that have been computerized in the form of image, data or word processing files wither manually or by images) based on, or including any Confidential Information, in whatever form of storage or retrieval, when it happens any of the following cases:

- (I) the completion or termination of the dealings between the parties contemplated hereunder;
- (II) the termination of this Agreement;
- (III) or at such time as the Disclosing Party may so request.

As an alternative, the Receiving Party, with the written consent of the Disclosing Party, may destroy the Confidential Information in any format in which they had recorded, certifying such destruction in writing by an officer of the Receiving Party who had supervised the destruction.

6. Liability of the parties

Parties shall respond to all damages and prejudice arising from a breach of its obligations under this Confidentiality Agreement, both for its willful default, for fault or negligence.

The same respond in solidarity and without limitation will be applied where the breach of the obligation of confidentiality is performed by persons or entities that are under their responsibility.

7. Term

This Agreement shall be effective as of the date of signing this document, shall continue in force for five (5) years, and it will remain in effect until the confidential information becomes public domain for other reasons than a breach of the Receiving Party, or persons or entities to which the Receiving Party has disclosed such Confidential Information.

8. Miscellaneous

(a) This Agreement supersedes any previous agreements between the parties, whether oral or written, related with the subject hereof. This Agreement can only be modified by a written amendment, which has to be signed by the party against whom the enforcement of such modification is sought.

(b) The legal validity, interpretation and fulfillment of this Agreement shall be governed by and construed in accordance with the Spanish version in accordance with the Spanish laws. The courts located in Spain shall be the sole and exclusive jurisdiction to decide any dispute arising under the terms of this Agreement.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) If any provision of this Confidentiality Agreement is held invalid or unenforceable by a competent court, this Confidentiality Agreement, including all the remaining provisions, shall continue in full force and effect as if the invalid or unenforceable provision had not ever figured in it.

III.- That, both parties are interested in enter into a document which protects and ensures the confidentiality of the information to be provided, being aware that they will have access to confidential information concerning the activity developed by each of the Party.

THEREFORE, the Parties hereby, as follows,

AGREE

For purposes of this Agreement, "Confidential Information" means any information or data related to the Parties, being received by any means, in writing or orally, or any other way, record in any format, including, but not limited to:

- (I) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (II) plans for products or services, and customer or supplier lists;
- (III) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (IV) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets;
- (V) and any other information that should reasonably be considered as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be considered Confidential Information.

Notwithstanding the foregoing, shall not be deemed Confidential Information to any data or information for which it is shown that:

- (i) was known by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party;
- (ii) becomes rightfully known to the Receiving Party from a third-party that have no obligation to keep confidentiality;
- (iii) becomes available to the public without fault by the Receiving Party, in breach of this Agreement;
- (iv) becomes disclosed in a judicial or administrative procedure, or is otherwise requested or required to be disclosed by law or regulation;

(e) Notifications between the Parties shall be validly made by any means that ensures its existence, content and date of receipt.

Notifications shall be deemed to be made and have effect from the date of receipt by the other Party at the following addresses:

ADDRESS

Any change of address and data hereunder shall be notified in writing to the other party as soon as possible.

(f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it without the prior written consent of the other party.

(g) The receipt of Confidential Information pursuant to this agreement will not prevent or in any way limit either Party from:

- (i) the developing, making or marketing products or services that are or may be competitive with the products or services of the other; or
- (ii) the provision of products or services to others who compete with the other.

IN WITNESS WHEREOF, the parties sign this Confidentiality Agreement, in duplicate copy and a single effect on the above mentioned date.

CNP ASSURANCES, S.A., Sucursal en España

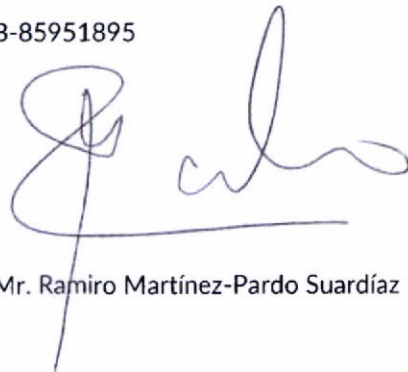
W0013620J

TECHNOactivity, S.L.

B-85951895



Mr. David Vincent Lattes



Mr. Ramiro Martínez-Pardo Suardiaz