

# NON-DISCLOSURE AGREEMENT

This agreement is between:

AGREED: GECKO SAS	AGREED: Participant
GECKO SAS NIT/Company ID: 830.109.466-1	NIT/Company ID:
Registered Office at:	Registered Office at:
Av 15 N° 106 32, Of 403 Bogotá D.C. Colombia	
Mailing Address:	Mailing Address:
Av 15 N° 106 32, Of 403 Bogotá D.C. Colombia	
Email Address:	Email Address:
<a href="mailto:comunicados@gecko.co">comunicados@gecko.co</a>	

This Non-Disclosure Agreement ("Agreement") is between GECKO SAS and its affiliates, ("Gecko") and the participant and its affiliates ("The Participant") each of which may be referred to individually as a "Party" or collectively as the "Parties". This Agreement shall be effective as of the last date this Agreement is signed in the signature block below ("Effective Date").

**1. Confidential Information.** A Party disclosing Confidential Information to the other Party is referred to as the "Discloser". A Party receiving Confidential Information from the other Party is referred to as the "Recipient". "Confidential Information" means any information: (a) disclosed in writing by the Discloser to the Recipient and marked confidential, (b) disclosed orally by the Discloser to the Recipient, identified as Confidential Information at such time, and summarized in writing by the Discloser to the Recipient within thirty (30) calendar days of such oral disclosure, and (c) information and documentation that should be reasonably understood to be confidential under the circumstances of disclosure or the nature of the information disclosed.

**2. Exclusions.** Confidential Information shall not include any information that either: (a) was in the public domain at the time it was communicated to the Recipient by the Discloser; (b) entered the public domain subsequent to the time it was communicated to the Recipient by the Discloser, through no fault of the Recipient; (c) was in the Recipient's possession, free of any obligation of confidence, at the time it was communicated to the Recipient by the Discloser; (d) was rightfully communicated to the Recipient by a third party, free of any obligation of confidence, subsequent to the time it was communicated to the Recipient by the Discloser; or (e) was developed by the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser. In addition, the Recipient may disclose the Confidential Information in response to a valid order by a court or other governmental body with competent jurisdiction, as required by law, provided the Recipient notifies the Discloser of the disclosure obligation within a reasonable time prior to the disclosure so as to allow the Discloser a reasonable opportunity to seek a protective order. Notwithstanding the preceding sentence, notification to the Discloser shall not be required if such notification is not permitted by applicable law. The Recipient shall bear the burden of proving that Confidential Information falls within one of the above exceptions.

**3. Purpose.** The Recipient may use the Confidential Information only for the purpose of furthering discussions and the evaluation of a possible business relationship between the Parties. No other use of the Confidential Information is granted without the Discloser's express, prior written consent.

**4. Restrictions.** The Recipient may only use the Confidential Information as expressly permitted in this Agreement or as otherwise authorized by the Discloser, in writing. The Recipient may only disclose the Confidential Information to its employees, subcontractors and consultants: (a) who have a need to know in order for the Recipient to perform this Agreement, and (b) who first agree to protect the Confidential Information subject to binding confidentiality obligations with the Recipient that are at least as restrictive regarding limitations on use and disclosure than those of this Agreement.

**5. Obligations.** The Recipient will protect the Confidential Information from unauthorized use and disclosure using the same means it uses to protect its own information and data of like importance, but in no event using less than a reasonable degree of care. The Recipient will immediately notify the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to reasonably assist the Discloser in remedying any such unauthorized use or disclosure.

**6. Term and Termination.** This Agreement shall automatically terminate three (3) years from the Effective Date unless terminated earlier as set forth below. Either Party may terminate this Agreement upon giving the other Party thirty (30) calendar days written notice of termination. However, termination shall not affect the rights and obligations contained herein with respect to Confidential Information supplied prior to termination, which shall remain in effect for a period of three (3) years after the Recipient received the corresponding Confidential Information from the Discloser.

**7. Return of Confidential Information.** Within ten (10) calendar days after the expiration or termination of this Agreement, the Recipient shall return all copies of the Confidential Information to the Discloser or certify to the Discloser that all Confidential Information has been destroyed. Notwithstanding the above, copies that exist on back up media as a result of Recipient's regularly scheduled network backups need not be returned or destroyed if it is realistically unfeasible to do so. In such event, the Recipient will extend the protections of this Agreement to such Confidential Information until it is destroyed in the natural course of back-ups.

**8. Nature of Relationship.** This Agreement shall not be construed as a teaming, joint venture or other such arrangement.

**9. No Licenses.** Confidential Information remains the property of the Discloser and its licensors. Neither Party acquires any licenses under any intellectual property right of the other Party, including without limitation patent, trademark, and copyrights.

**10. Assignment.** Neither Party may assign its rights or delegate its duties or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other Party. Any attempt to do so is void.

**11. Limited Warranty and Disclaimer.** The Discloser represents and warrants that it has the right to make the disclosures contemplated by this Agreement, and that such disclosure will not violate or infringe upon the rights of any third party. The Recipient understands and acknowledges that the Discloser has not made and does not make any representation or

warranty, express or implied, as to the accuracy or completeness of the Confidential Information.

**12. Governing Law.** This Agreement shall be governed by the laws of the República de Colombia, as applicable.

**13. Entire Agreement.** This Agreement contains the entire understanding between the Parties relative to the protection of Confidential Information, and supersedes all prior and collateral communications, reports, and understandings between the Parties with respect thereto. No change, modification, alteration, or addition to this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.

**14. Waiver.** The waiver by either Party of a breach or right under this Agreement will not constitute a waiver of any other or subsequent breach or right.

**15. Severability.** If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

**16. Captions.** The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement. They will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used.

**17. Signature.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as original signatures.

IN WITNESS HEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

GECKO SAS,

The Participant,

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

Name: Alfredo Certain Yance

Name: \_\_\_\_\_

Title: CEO & President

Title: \_\_\_\_\_

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

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