

# NON – DISCLOSURE AGREEMENT

NON – DISCLOSURE AGREEMENT ENTERED INTO BY, ON ONE HAND, XXXXXX REPRESENTED IN THIS ACT BY XXXXXX, HEREINAFTER REFERRED TO AS “THE CLIENT,” AND ON THE OTHER HAND, THE CIVIL SOCIETY NAMED AGILE ZIP SERVICES, REPRESENTED IN THIS ACT BY ENGINEER ALFREDO RODRÍGUEZ MONTEMAYOR, HEREINAFTER REFERRED TO AS “THE PROVIDER,” AND COLLECTIVELY REFERRED TO AS “THE PARTIES,” UNDER THE FOLLOWING DECLARATIONS AND CLAUSES:

## DECLARATIONS

### I. THE PROVIDER DECLARES:

- a) It is a Civil Society legally constituted in accordance with Mexican laws, as evidenced in public deed number 6962, granted before Notary Public Lic. Gerardo Federico Salas Luján, Notary Public No. 52 of the State of Aguascalientes, on August 8, 2016.
- b) Its representative has the necessary authority to execute this agreement and bind the represented party under its terms, and such authority has not been revoked or modified in any way as of the date of execution of this agreement.
- c) Its federal taxpayer registration number is AZS160808CZ8, and for the purposes of this agreement, it designates as its conventional domicile to receive any kind of notifications the address located at Juan Ramírez Street No. 104-B, Col. Unidad Ganadera, in the Municipality of Aguascalientes, State of Aguascalientes, Mexico, Postal Code 20130, and its email address is administracion@agilezip.mx.

### II. THE CLIENT DECLARES:

- a) It is a Society XXXXX legally constituted in accordance with the laws of XXXXX, as evidenced in public deed number XXXX granted before the notary XXXXX in the city of XXXX, on XXXXX, date XXXXX.
- b) Its representative has the necessary authority to execute this agreement and bind the represented party under its terms, and such authority has not been revoked or modified in any way as of the date of execution of this agreement.
- c) Its tax identification number is XXXXXX, and for the purposes of this agreement, it designates as its conventional domicile to receive any kind of notifications the address located at XXXXXX, and its email address is XXXXXX.

### III. THE PARTIES DECLARE:

- a) Both parties are interested in exchanging certain confidential information for the purpose of quotations and the provision of services.
- b) Both parties acknowledge that, during the course of their negotiations or business relationship, each party may share confidential and proprietary information between them.
- c) They have the legal capacity and human resources to bind themselves under the terms of this agreement, and they express their will to adhere to the following:

## CLAUSES

### FIRST: PURPOSE OF THE AGREEMENT

The purpose of this agreement is to establish the confidentiality of the information owned by **"THE PARTIES,"** which will be reciprocally provided as confidential, so that either party may be the "recipient" or "disclosing" party. **"THE PARTIES"** agree and commit that all information directly or indirectly provided by the owner (disclosing party) to the recipient party will be used solely and exclusively for the purpose of quotations and service provision mentioned in the background and for no other reason or purpose.

**"THE PARTIES"** agree to treat the confidential information to which they may have access during the negotiations and service provision with confidentiality and restricted access, committing to retain only the confidential information strictly necessary for the provision of services and to keep it for only as long as necessary.

**"THE PARTIES"** reiterate and formalize their commitment to comply with the following confidentiality obligations:

1. Not to use for their own benefit or disclose directly or indirectly to third parties any confidential or proprietary information of **"THE PARTIES"** to which they have had access.
2. They agree not to deliver, reproduce, or allow the delivery, reproduction, or use of the confidential information without prior written consent from **"THE PARTIES"** or a designated authorized individual.
3. For the purposes of this clause, confidential information shall include, without limitation:
  - a) Files, quotations, analyses, network topologies, systems, formulas, research, diagrams, proposals, work plans, any kind of documentation, models, electronic information, databases, any kind of methods, processes, developments, internal control, policies, procedures, control and/or internal audit programs, electronic systems, manuals.
  - b) Additionally, personal data as defined in the Federal Law on Protection of Personal Data, as outlined in Article 3, Sections II and VI, of the ownership and/or representatives of **"THE PARTIES,"** their clients, suppliers, or other third parties.

For the purposes of this agreement, information that will not be subject to the confidentiality obligation includes:

- A) Information that was known by either party prior to its disclosure, free of any obligation to maintain confidentiality, as evidenced by documentation.
- B) Information that is or becomes public domain before or after the execution of this agreement without any breach of this agreement.
- C) Information authorized by the owner of the confidential information to be disclosed or no longer considered confidential.

**SECOND: RESTRICTED ACCESS**

**"THE PARTIES"** may only disclose the confidential information to designated persons who require it for justified purposes and solely for the purposes for which it was transmitted.

**THIRD: TERMINATION**

Either of **"THE PARTIES"** may terminate this agreement early. However, the termination of the relationship, for any reason, does not exempt **"THE PARTIES"** from the confidentiality obligations contained in this agreement, as outlined in Clause FIFTH.

**FOURTH: DURATION OF OBLIGATIONS**

The confidentiality obligations of **"THE PARTIES"** will remain in effect even after the termination of the contractual relationship. This obligation will subsist for five (5) years from the date of termination. **"THE PARTIES"** agree to return or completely delete any documents or information provided for the provision of services, immediately upon termination of the contractual relationship or upon request.

**FIFTH: ENTIRE AGREEMENT**

**"THE PARTIES"** expressly commit to treat all information confidentially and not to reproduce, publish, or disseminate any information that may be provided to them as part of the obligations derived from this agreement. **THE PARTIES** further agree that such information shall be used solely for the specific purposes and activities outlined herein, safeguarding it

with the utmost diligence and care, and adopting all necessary means or security systems to ensure the confidentiality and restricted access to such information.

If any of **THE PARTIES** breaches confidentiality, discloses information, misuses or misappropriates documents or information through electronic or magnetic media, whether before or after the conclusion of their services, such action will be sufficient cause to terminate the contractual relationship. Furthermore, the breaching party will be liable for any damages caused, up to the full amount of the contractual obligations, without prejudice to the civil and criminal penalties that the disclosing party may additionally pursue."

#### SIXTH: INTERPRETATION OF HEADINGS AND TERMS

"The headings of the Clauses and sections of this agreement are for reference purposes only, do not constitute part of this agreement, and shall not affect its meaning, interpretation, or effect. The use of the singular also includes the plural and vice versa, and the use of the masculine gender includes the feminine and neutral genders and vice versa, whenever the context of this agreement permits."

#### SEVENTH: JURISDICTION AND APPLICABLE LAW

For the interpretation and fulfillment of this Agreement, **THE PARTIES** acknowledge that any breach of the confidentiality obligations contained in this clause may result in the termination of the relationship between them. Notwithstanding this, if **THE CLIENT** breaches any of the obligations contained in this agreement, whether individually or collectively, they will be liable for any damages and losses their conduct may cause to **THE PROVIDER**.

Having read this Agreement, **THE PARTIES** acknowledge and understand all of its clauses, as well as the legal content and scope, and hereby sign it electronically on the XX day of XXXXXX, 2024.

PROVIDER

CLIENT

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ING. ALFREDO RODRIGUEZ MONTEMAYOR