

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "**Agreement**") is made and effective as of XXXX, YY, 2023 or the date Confidential Information (as defined herein) is first exchanged, whichever first occurs (the "**Effective Date**"), by and between MSLA International EIRL., a corporation of Lima, Perú, with its principal place of business at 7 Circunvalacion del Golf Los Incas 206-208 Torre III Of. 602 B Santiago de Surco, Lima, Peru ("**MSLA**") and

("ZZZZ"), with its principal place of business at

(each a "**Party**" and collectively the "**Parties**").

In connection with the Parties' engaging in discussions with respect to a potential business transaction or series of business transactions (the "**Transaction**"), each of the Parties may be supplied with materials and information concerning the other Party and the Transaction which is considered to be Confidential Information, as defined in and subject to this Agreement. The Party being furnished Confidential Information (as defined below), directly or indirectly, is referred to herein as the "**Recipient**" and the Party furnishing or providing such Confidential Information (as defined below) about such Party or the Transaction is referred to herein as the "**Discloser**."

As a condition to, and in consideration of, each Party furnishing any Confidential Information (as defined below) to the other Party, each Party agrees to the following terms and provisions of this Agreement:

1. Confidential Information.

(a) "**Confidential Information**" consists of all materials and information concerning the Discloser, including its directors, officers, employees, shareholders, affiliates and/or subsidiaries (collectively, "**Affiliates**"), and the Transaction which is non-public, confidential and/or proprietary in nature, whether disclosed before or after the date hereof, that is conveyed from the Discloser to the Recipient orally or in written, electronic or tangible form, or otherwise obtained by the Recipient through observation or examination of the Discloser's operations or Confidential Information. Confidential Information includes, but is not limited to, information about the Discloser's financial condition and projections; business, marketing or strategic plans; customer lists; customer data and related information; price lists; databases; trade secrets; product prototypes and designs; techniques,

formulae, algorithms and other non-public process information; and software (including source code, object code and machine code) relating to the foregoing. For purposes of clarity, the Parties acknowledge that any MSLA client data or other client information provided or disclosed to Recipient in connection with the Transaction shall be deemed to be Confidential Information for all purposes under this Agreement.

(b) Confidential Information does not include information that: (i) is in or has become part of the public domain through no act or omission of the Recipient in violation of this Agreement; (ii) is or was disclosed to the Recipient by a third party that is not under a contractual or similar obligation of confidentiality to the Discloser; (iii) is or was developed independently by the Recipient Party without use of Confidential Information, as evidenced by the Recipient's written records; (iv) is approved for release by written authorization of the Discloser; (v) is in the Recipient's possession, not in violation of this Agreement, prior to receipt from the Discloser.

2. Obligations Regarding Confidential Information. The Recipient agrees that it will take all reasonable measures to maintain in confidence and safeguard all Confidential Information, exercising at least the same degree of care as the Recipient exercises with regard to its own confidential and proprietary information of a similar nature, but in no event less than a reasonable degree of care. Without limiting the foregoing, the Recipient hereby agrees that the Confidential Information of the Discloser will be used solely for the purpose of evaluating the Transaction and further agrees not to reveal Confidential Information to any other person except (a) with the prior written consent of the Discloser or (b) to the Representatives only who have a need to know of such Confidential Information in connection with the Transaction. The Recipient agrees not to disclose to any other third party any of the Confidential Information of the Discloser without the Discloser's prior written consent; provided, however, that the Recipient may disclose such Confidential Information to its (x) Affiliates and (y) accountants, attorneys and other confidential advisors (collectively, "**Advisors**" and together with the Affiliates, "**Representatives**"), in each case who have a need to know of such Confidential Information for the purpose of assisting or advising the Recipient in connection with the Transaction. The Recipient agrees that prior to disclosure of any Confidential Information to any Representative, the Recipient will advise such Representative of the confidential nature of such information and of the existence and terms of this Agreement and will require such Representative to agree

to obligations of confidentiality regarding the Confidential Information that are no less strict than those found in this Agreement. The Recipient shall remain liable to the Discloser for actions of its Representatives in connection with their use of the Confidential Information.

3. Obligations Regarding the Transaction.

Neither Party nor its respective Representatives, without the prior written consent of the other Party, will disclose to any person (a) the fact that Confidential Information has been provided to it or them; (b) that discussions or negotiations are taking place concerning the Transaction or that Confidential Information has been exchanged or (c) any terms, conditions or other facts with respect to the Transaction or any other possible transaction or business arrangement between the Parties, including the status thereof. However, this Agreement does not constitute a commitment or any other obligation by either Party to provide or arrange financing or any other financial services or accommodations, with respect to the Transaction or any related transaction. Each Party acknowledges and agrees that unless and until a written definitive agreement concerning any Transaction has been executed, neither Party shall be under any obligation by virtue of this Agreement with respect to such Transaction, except with respect to the matters specifically agreed to herein.

4. Compliance with Applicable Law.

In the event that a Recipient or its Representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose Confidential Information, such Recipient or its Representatives will, to the extent permitted by applicable law, rule, regulation or legal process, notify the Discloser promptly so that the Discloser may seek a protective order or other appropriate remedy (and in such event, the Recipient agrees that it will, and will instruct its Representatives to, provide assistance to the Discloser in such regard) or, in the Discloser's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained prior to the date such Confidential Information is so requested to be disclosed, or that the Discloser waives compliance with the terms of this Agreement, the Recipient or its Affiliates or Advisors may, without violating this Agreement, furnish Confidential Information pursuant to such request; provided that the Recipient shall furnish only that portion of the Confidential Information that the Recipient or its Affiliates or Advisors are advised in writing by counsel is legally required to comply with applicable law, regulation or legal process; and provided further that the Recipient or its Affiliates or Advisors shall give the Discloser written notice of the Confidential Information to be disclosed as far in advance of its disclosure as is practicable.

5. Return or Destruction of Confidential Information. The Recipient acknowledges and agrees that any Confidential Information furnished by the Discloser shall be and shall remain property of the Discloser. In the event the Recipient determines not to proceed with the

Transaction, upon expiration or termination of this Agreement, the Recipient (a) will return all Confidential Information in whatever form, that was furnished to the Recipient and all notes, memoranda, reports, or other items in any tangible medium that incorporate or refer to Confidential Information, to the Discloser along with all copies and portions thereof, or (b) shall certify in writing that all such Confidential Information has been destroyed; provided, however, that such return or destruction of the Confidential Information shall not adversely impair the Recipient's ability to consummate or perform its obligations in connection with the Transaction. Notwithstanding anything herein to the contrary, the Recipient shall be entitled to retain one copy of the Confidential Information for legal, regulatory or internal compliance purposes, which shall remain subject to the confidentiality obligations set forth in this Agreement.

6. Unauthorized Use. The Recipient acknowledges and agrees that it shall use Confidential Information disclosed to it solely for the purpose of evaluating the Transaction. The Recipient shall notify the Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Recipient, and shall cooperate with the Discloser in every reasonable way to help the Discloser regain possession of such Confidential Information and to prevent its further unauthorized use.

7. No License, Etc. All proprietary and intellectual property rights in and to Confidential Information shall remain the sole property of the Discloser, and nothing in this Agreement shall be construed in any way to grant to the Recipient or its Affiliates or Advisors any express or implied option, license or other right, title or interest in or to Confidential Information provided by the Discloser, or to any intellectual property rights embodied in such Confidential Information.

8. No Waiver of Rights. It is understood and agreed that no failure or delay by the Discloser in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. Representations and Warranties. The Recipient understands and acknowledges that any and all information contained in the Confidential Information furnished by the Discloser is being provided "AS IS" and that the Discloser is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and the Discloser shall not be liable to the Recipient or to any other person resulting from the use of the Confidential Information. Only those representations or warranties that are made in any definitive agreement executed in connection with the Transaction, and subject to any

limitations and restrictions as may be specified in such definitive agreement, shall have any legal effect.

10. Amendment; Termination. This Agreement may be modified or waived only by an instrument signed by the Parties hereto. This Agreement will expire upon the earlier of (a) the third anniversary of the date hereof and (b) the execution by both Parties hereto of any other agreement in connection with the Transaction which contains a confidentiality undertaking by both such Parties. A Recipient's obligations with respect to Confidential Information disclosed to the Recipient during the term of this Agreement will survive any termination of this Agreement until such time as such Confidential Information may have become part of the public domain consistent with Section 1(a) hereof. This Agreement may not be assigned by any Party hereto without the express prior written consent of the other Party hereto except that this Agreement may be assigned without the consent of the other Party pursuant to a merger, reorganization or sale of all or substantially all of the assets of the business to which this Agreement relates.

11. Governing Law. This Agreement shall be governed in all respects by the laws of Peru.

12. Equitable Relief. Each Party acknowledges that, in the event of any breach of this agreement by either Party, the other Party would be irreparably and immediately harmed and could not be made whole by monetary damages. It is accordingly agreed that each Party, in addition to any other remedy to which it may be entitled, may be entitled to seek injunctive relief and such other equitable relief as a court of competent jurisdiction may order to prevent breaches of, and to compel specific performance of, this Agreement.

13. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by or facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either Party may provide in writing and in the case of MSLA such notices shall be addressed to the attention of CEO.

14. Severability. If any term or provision of this Agreement or any application hereof shall be invalid and unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

15. Counterparts. This Agreement may be executed in counterparts. Each shall be deemed an original, but together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile. Any facsimile signatures shall have the same legal effect as manual signatures. This Agreement constitutes the entire understanding between the Parties hereto with respect to the Confidential Information subject to this Agreement.

16. Entire Agreement. This Agreement supersedes all previous communications, representations and understandings between the Parties with respect to the Confidential Information subject to this Agreement, contains the complete and final agreement between the Parties and may be modified only by a written instrument signed by each Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date:

By: _____

Name: _____

Title: _____

By: MSLA International E.I.R.L. _____

Name: Luis Ríos Pastrana _____

Title: CEO/Marketing Manager _____