

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the " Agreement") is entered into and is effective as of \_\_\_\_\_ (the "Effective Date") by and between Growininsights, S.A., with registered office at Av. Da Republica, 57, 4º andar, 1050-189, Lisboa, Portugal, tax payer number 513 214 399, with a sharecapital of € 50.000, registered with the Lisboa Commercial Register Office, " Growininsights, S.A.") and \_\_\_\_\_ ("Company").

WHEREAS, Growininsights, S.A. and Company are engaged in discussions in contemplation of a business relationship or in furtherance of a business relationship, pursuant to which each will receive information of a confidential nature relating to the other's business, and Growininsights, S.A. and Company wish to establish their obligations with respect to their respective confidential information.

THEREFORE, in consideration of the foregoing, Growininsights, S.A. and Company mutually agree as follows:

**1. Definition of Confidential Information:** "Confidential Information" shall mean any and all technical and non- technical information – data, know-how, documents and materials related to the current, future and proposed technology, products, services and business of Growininsights, S.A. or Company. Information disclosed by the disclosing party ("Discloser") will be Confidential Information only if it is designated as " Confidential", or similarly labelled in writing when communicated or within thirty (30) days of disclosed orally. Confidential Information shall not include information that : (i) is or becomes generally available to the public through no fault or breach by the receiving party ("Recipient"); (ii) Recipient can demonstrate it had rightfully prior to disclosure to Recipient by Discloser . (iii) is independently developed by Recipient without the use of any Confidential Information; (iv) Recipient rightfully obtains from a third party having the right to disclose it.

**2. Nondisclosure and Nonuse of Confidential Information:** Each of the parties agrees that for three (3) years from the date of disclosure of Confidential Information it will not use, disseminate or in any way disclose any such Confidential Information to any third party. Each party agrees to treat all Confidential Information with the same degree of care it treats its own confidential information and represents that it exercises reasonable care to protect its own confidential information. Each party agrees to only disclose Confidential Information to its employees who need to know such information and who have agreed to be bound by terms similar to those herein. Each party may disclose Confidential Information if required by any judicial or governmental request, requirement or order, provided that Recipient will take reasonable steps to give Discloser sufficient prior notice to contest such disclosure. Neither party shall not export, directly or indirectly, any of the other party's technical data or any product utilizing any such data without fully complying with all applicable governmental laws and regulations.

**3. No Warranty:** All Confidential Information remains the property of Discloser and shall be returned to it promptly at its request, together with copies thereof. No license or other rights in the Confidential Information is granted hereby. All information including, but not limited to Confidential Information is provided "AS IS" and without any warranty express implied or otherwise regarding its accuracy of performance.

**4. Injunctive Relief:** If Recipient fails to comply with any of its obligations under this Agreement, Discloser will suffer immediate, irreparable harm due to the unique nature of the Confidential Information. Monetary damages will be inadequate to compensate Discloser for any such breach, and Discloser may enforce this Agreement by seeking injunctive or other equitable remedies in addition to any available legal remedies.

**5. Entire Agreement and Governing Law:** This Agreement constitutes the entire with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be amended except by the written agreements signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of Portugal, without regard to principles relating to conflicts of law. This Agreement will be binding upon the successors and assigns of both parties. The courts of Lisbon, Portugal shall have exclusive jurisdiction for any disputes arising out of or in connection with this Agreement.

The undersigned represent and warrant that they have the authority to enter into this Agreement on behalf of the person, entity or corporation listed above their name.

**Growininsights, S.A.**

**Company**

\_\_\_\_\_  
( Digital Signed)

\_\_\_\_\_  
( By signature )

**Sónia Jerónimo, Founder&CEO**

\_\_\_\_\_  
( Printed Name and Title)

\_\_\_\_\_  
( Printed Name and Title)