

NON-DISCLOSURE AGREEMENT (NDA)



This Non-Disclosure and Agreement ("Agreement") is entered into by and between:

APS (APS Consulting SpA), a corporation duly organized and existing under the laws of the Republic of Chile, Tax ID (RUT) No. 77.721.052-1, with its principal office located at Badajoz 100, office 1014, Las Condes, Santiago, Chile, duly represented for the purposes of this Agreement by its Legal Representative and Chief Executive Officer, Mr. **Alvaro Peñaloza Sacco** (hereinafter referred to as the "**Disclosing Party**");

AND

The recipient who downloads this **Agreement** from the public-facing section of the **Disclosing Party's** website, and who shall provide their identifying information (name, ID, email address, company or entity, and position) via the registration form on the same page, subsequently uploading the completed and signed document for verification and recordkeeping purposes (hereinafter referred to as the "**Receiving Party**").

Collectively referred to as the "**Parties**".

1. PURPOSE


The **Parties** intend to enter into discussions in which the **Disclosing Party** may share certain confidential, proprietary, and sensitive information related to its operations, clients, strategies, systems, methodologies, and/or other trade secrets. This **Agreement** governs the conditions under which such information is shared and the obligations of the **Receiving Party**.

2. DEFINITION OF CONFIDENTIAL INFORMATION

For the purposes of this **Agreement**, "**Confidential Information**" shall mean any data, documents, files, systems, communications, or disclosures - oral, electronic, or in written form - shared directly or indirectly by the **Disclosing Party** that are not publicly available, and which are marked or understood to be **confidential**. This includes, but is not limited to business plans, technical specifications, project details, pricing, commercial strategies, client data, vendor relationships, proprietary communications, and internal methodologies.





3. OBLIGATIONS OF THE RECEIVING PARTY

The **Receiving Party** agrees to:

-  Treat all **Confidential Information** with the highest degree of care and not disclose it to any third party without prior written consent.

NON-DISCLOSURE AGREEMENT (NDA)



-  Use the **Confidential Information** solely for the purpose of evaluating or engaging in professional collaboration with the **Disclosing Party**.
-  Take all reasonable steps to prevent unauthorized access, reproduction, distribution, or misuse of such information.
-  Immediately notify the **Disclosing Party** in case of any breach, suspected breach, or unauthorized access to **Confidential Information**.
-  Refrain from circumventing **APS** by initiating or attempting to initiate direct contact, business dealings, or agreements with any of the **Disclosing Party's** clients, sources, vendors, partners, affiliates, or related entities, whether introduced or referenced directly or indirectly, without the express written consent of the **Disclosing Party**.

4. DIGITAL ACCESS AND LEGAL BINDING EFFECT

As part of the registration process, the **Receiving Party** shall be required to complete a designated field specifying the project, topic, or matter that the **Disclosing Party** has expressly indicated during prior communications as the subject of this NDA. This declared subject matter shall form an integral part of the **Agreement** and shall limit the scope of **confidentiality** to that context, thereby reinforcing the **Receiving Party's** responsibility and liability in the use and handling of the Confidential Information.

Access to the private pages containing the **Confidential Information** and sensitive data shall be granted exclusively to users whose email addresses have been registered and verified by the **Disclosing Party** via its secure platform, without the need for password issuance.

Such verification and registration shall constitute digital acknowledgment and intent to be bound by the terms herein. Upon downloading the **Agreement**, the **Receiving Party** must complete the required fields, sign the **Agreement**, and re-upload it to the same platform.

The registration of the email and identity verification process shall be construed as a further reinforcing layer of legal consent and traceability, enhancing the enforceability of this Agreement under both Chilean and applicable international law.

5. TERM AND TERMINATION

This Agreement shall remain in force for five (5) years from the date of signature by the **Receiving Party**, or until terminated in writing by the **Disclosing Party**, whichever occurs later.

The confidentiality obligations herein shall survive termination for an additional period of five (5) years.

NON-DISCLOSURE AGREEMENT (NDA)



6. GOVERNING LAW AND JURISDICTION

This **Agreement** shall be governed by and construed in accordance with the laws of the Republic of Chile. Any dispute arising under or in connection with this **Agreement** shall be submitted to the exclusive jurisdiction of the competent courts of Santiago, Chile. Notwithstanding the foregoing, the **Disclosing Party** reserves the right, at its sole discretion, to initiate legal proceedings or pursue enforcement actions in the jurisdiction of the **Receiving Party's** domicile or principal place of business, should it deem such action necessary to protect its rights or interests, to which the **Receiving Party** expressly agrees.

7. ENTIRE AGREEMENT

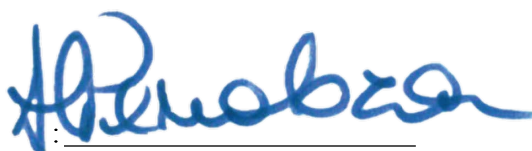
This **Agreement** constitutes the entire understanding between the **Parties** concerning the subject matter hereof and supersedes all prior negotiations, discussions, or representations, whether written or oral.

No amendment or waiver of any term of this **Agreement** shall be effective unless made in writing and signed by both **Parties**.

IN WITNESS WHEREOF, the **Receiving Party** acknowledges their understanding and acceptance of the foregoing by duly signing and submitting this **Agreement** in accordance with the **Disclosing Party's** secure process. Furthermore, by submitting the **Agreement** and completing the registration form, the **Receiving Party** affirms that they have truthfully indicated the specific project, topic, or matter — as previously and expressly conveyed by **APS** — that this **NDA** covers, which was introduced by the **Receiving Party** in the registration form, and acknowledging that this declaration forms a binding limitation on the scope of the **Agreement** and reinforces their legal responsibility.

BY : _____
Name : _____
Title : _____
For : _____
Date : _____

RECEIVING PARTY

BY :  _____
Name : Alvaro Peñaloza Sacco
Title : Legal Rep / CEO
For : APS Consulting SpA
DISCLOSING PARTY