Non-Disclosure Agreement (NDA)

Mutual agreement between Alobri Inc., a Delaware corporation, EIN 36-5114441, with address at 1111B S Governors Ave STE 21603, Dover, DE 19904, United States, represented by its President and Chief Executive Officer Zaira Itzel Martínez Hernández, owner of the Alobri platform ("Alobri") and (completed when the account is created) (the "Customer"), accepted by (completed when the account is created) (—). It is Annex J of the Master Agreement and is governed by it.

J.1 Purpose

J.1.1 This Annex supplements clause 18 of the Agreement and protects the Confidential Information the Parties exchange before, during and after the term of the Agreement, including information exchanged during demonstrations, quotes, trials, Implementation and support.

J.2 Additional obligations

J.2.1 The Receiving Party: (a) does not copy Confidential Information except to the extent necessary for the Agreement; (b) does not use it to develop competing products or services; (c) does not reverse engineer samples, prototypes or software of the Disclosing Party; (d) immediately notifies the Disclosing Party of any unauthorized use or disclosure it becomes aware of and cooperates to remedy it; and (e) is liable for breaches by the persons with whom it shares it.

J.3 Alobri's information

J.3.1 Without limiting the definition of Confidential Information, the following is Alobri's Confidential Information: the architecture, code, models, instructions, integrations and security of the Platform; unpublished Documentation; product roadmaps; prices, discounts and special terms offered to the Customer; and the results of security tests, audits or questionnaires.

J.4 Customer's information

J.4.1 Without limiting the definition of Confidential Information, the following is the Customer's Confidential Information: Customer Data; its organizational structure, pay scales and compensation policies; and information about its internal processes that it shares with Alobri.

J.5 Return and destruction

J.5.1 Upon termination of the Agreement, or earlier upon written request of the Disclosing Party, the Receiving Party will return or destroy the other's Confidential Information, except: copies it must keep by law; copies in automatic backups, until their ordinary rotation; and, in the case of Customer Data, as provided in Annex I. Retained copies remain subject to this Annex.

J.6 Duration and remedies

J.6.1 This Annex lasts for the term of the Agreement and five years after its termination. Trade secrets, source code, security information and Personal Data are protected for as long as they retain that character.

J.6.2 Sharing Confidential Information does not grant licenses or intellectual property rights over it. All Confidential Information is provided as is.

J.6.3 Breach of this Annex entitles the Disclosing Party to seek interim relief to the extent permitted by law, in addition to claiming the damages that apply, subject to clauses 20 and 33 of the Agreement.