

Mutual Nondisclosure Agreement

BETWEEN NEXT PEAK CONSULTANCY S.L. AND THE COUNTERPARTY · BOTH DIRECTIONS

1. Parties and purpose

This agreement is made on the date of the last signature below, between:

- **Next Peak Consultancy S.L.**, registered in Spain under CIF B25920604, with its registered office in Valencia, Spain, represented by Ricardo (Rico) Briedjal ("NPC"); and
- **the person or entity identified as the Counterparty in section 10** ("the Counterparty").

Each is a "Party" and together they are "the Parties".

The Parties wish to discuss a confidential matter, and NPC may be engaged to advise on it ("the Purpose"). Both Parties will share information for that Purpose. This agreement protects what each Party shares, in both directions.

Before any engagement, NPC checks whether it has a conflict of interest. If it does, NPC declines the matter and remains bound by this agreement for everything it has received.

2. Confidential Information

"Confidential Information" means all information one Party shares with the other in connection with the Purpose, in any form: spoken, written, electronic or shown. It includes in particular:

- the identity of the Counterparty, its family members, advisers and any person who referred it to NPC;
- the existence and nature of the matter, of the discussions and of this agreement;
- personal, family, financial, legal, commercial and security information;
- information about third parties, including any party on the other side of the matter;
- NPC's assessments, methods, sources, contacts and advice.

Information is confidential whether or not it is marked as such.

3. Obligations of both Parties

Each Party that receives Confidential Information shall:

- 1 use it only for the Purpose;
- 2 not disclose it to anyone, except to its own lawyers, tax advisers, family office or specialists engaged for the Purpose, who need it for that Purpose and are bound by confidentiality at least as strict as this agreement;
- 3 remain responsible for any breach by a person to whom it disclosed information;
- 4 protect it with at least the care it uses for its own most sensitive information, and never less than reasonable care;
- 5 not record conversations, calls or meetings without the express prior consent of the other Party;
- 6 not contact any third party named in the Confidential Information about the matter without the consent of the other Party;
- 7 inform the other Party without delay of any loss, leak or unauthorised access it becomes aware of.

4. Exceptions and compelled disclosure

The obligations in section 3 do not apply to information that the receiving Party can show:

- was already public, or becomes public other than through a breach of this agreement;
- was lawfully in its possession before it was shared, without a duty of confidence;
- was lawfully received from a third party free to share it;
- was developed independently, without use of the Confidential Information.

If a Party is required by law, a court or a competent authority to disclose Confidential Information, it shall, where the law allows, inform the other Party first, disclose only what is strictly required, and cooperate with any lawful step to limit the disclosure.

Nothing in this agreement prevents a Party from reporting an imminent threat to life or safety to the competent authorities.

5. Return and destruction

At the written request of the disclosing Party, and in any case when the Purpose ends, the receiving Party shall within 14 days return or securely destroy the Confidential Information, including copies and notes, and confirm this in writing.

A Party may keep one secure copy where the law requires it, or where it is needed to show compliance with this agreement. That copy remains subject to this agreement.

6. Personal data

Where Confidential Information contains personal data, each Party processes it as an independent controller under the General Data Protection Regulation (EU) 2016/679 and applicable national law. Each Party processes such data only for the Purpose, keeps it secure, and does not keep it longer than needed.

7. Term

This agreement applies to all Confidential Information shared from the first contact between the Parties, including before the date of signature.

The obligations of confidentiality last for 10 years after the Purpose ends. For the identities of the Counterparty, its family members and any referrer, and for personal and security information, they last without limit in time.

If the Parties enter into an engagement agreement, this agreement continues to apply alongside it, unless that agreement expressly replaces it.

8. No obligation, no licence, remedies

This agreement does not oblige either Party to enter into an engagement, and does not grant any right or licence in the Confidential Information. Information is shared as it is, without warranty of completeness or accuracy.

A breach may cause harm that money alone cannot repair. The injured Party may therefore seek an injunction or other urgent relief, in addition to damages and any other remedy available by law.

9. Governing law and general provisions

This agreement is governed by Spanish law. The courts of Valencia, Spain, have exclusive jurisdiction over any dispute arising from it, without prejudice to the right to seek urgent relief in any competent court.

This agreement is the entire agreement between the Parties on its subject and can only be changed in writing, signed by both. If any provision is invalid, the rest remains in force. Neither Party may transfer its rights or obligations without the written consent of the other.

This agreement may be signed electronically and in counterparts. This English version is the only binding version.

10. Signatures

The grey fields can be filled in on screen. Sign with any electronic signature tool, or print, sign and scan.

	NEXT PEAK CONSULTANCY S.L.	THE COUNTERPARTY
Name	Ricardo (Rico) Briedjal	
Role	Principal Advisor, on behalf of Next Peak Consultancy S.L.	
Company, CIF	Next Peak Consultancy S.L., CIF B25920604	
Address	Valencia, Spain	
Email	rico@briedjal.com	
Place	Valencia	
Date		
Signature		