



**Creador de Producto de Consumo desde 1986**

## *Confidentiality agreement (NDA)*

# TOGETHER

On the one hand, ANTONIO GÓMEZ-GÓMEZ, ( Antonio Pinfor )of legal age, domiciled at Ramón y Cajal Ave nº12 de Sevilla (Spain) with NIF no. 05,135,958 as Product Creator and on behalf of the PinforDesign Design and Engineering Team, hereinafter, the "DISCLOSURE".

On the other hand, \_\_\_\_\_,  
of legal age, domiciled at \_\_\_\_\_ , and Passport no.  
\_\_\_\_\_ and as \_\_\_\_\_.  
Hereinafter "the RECEIVING party".

The DISCLOSER and the RECEIVING party that, hereinafter, may be referred to individually, "the Party" and jointly, "the Parties", mutually recognizing sufficient legal capacity to contract and bind themselves in the representation they act, and being responsible for the truthfulness of its manifestations,



Creador de Producto de Consumo desde 1986

## EXPOSING

I. *That the DISCLOSER initiates a process of exchanging information with the SYM company with the sole purpose of showing the design and part of the prototype of the rear train of an electronic bicycle called Orbike ® that is registered in the SPTO with no. SPTO-D052851 and its Patents are in the process of protection in IGE | IPI SWITZERLAND, with the purpose of preserving the confidentiality of the project until the DISCLOSER expressly authorizes the RECEIVING party to be able to exhibit it in the Technical and Commercial Department of SYM or to third parties that **the RECEIVING** considers appropriate to evaluate the design for the production and commercialization of This bicycle That the DISCLOSER initiates a process of exchanging information with the SYM company with the sole purpose of showing the design and part of the prototype of the rear train of an electronic bicycle called Orbike ® that is registered in the SPTO with no. SPTO-D052851 and its Patents are in the process of protection in IGE | IPI SWITZERLAND, with the purpose of preserving the confidentiality of the project until the DISCLOSER expressly authorizes the RECEIVING party to be able to exhibit it in the Technical and Commercial Department of **the RECEIVING** or to third parties that SYM considers appropriate to evaluate the design for the production and commercialization of this bicycle which as an added value, uses an exclusive assembly system called that is in the patent protection phase in IGE | IPI SWITZERLAND. This authorization will be justified in a specific document that will also include authorization for the temporary transfer of 3D geometry that is required to develop a prototype of the bicycle's technical test and, if model.*

II. That, in the framework of the exchange of information, the DISCLOSER has disclosed or disclosed to the RECEIVING party, graphic, technical and oral information of the Orbike ® Project including the reserved access of the web <https://www.orbike.es> in which graphic material is housed, as a complement to facilitate the prospecting and preliminary evaluation of this project.



**Creador de Producto de Consumo desde 1986**

**III.** That this Confidentiality Agreement is established with the purpose of guaranteeing strict levels of trust between the Parties and implementing the conditions under which the DISCLOSER agrees to disclose certain confidential information, which is his property.

**VI.** That the same shall govern the custody and non-transmission to third parties of the information distributed by the DISCLOSER to the RECEIVING party, in the event that, having not reached an agreement to entrust the DISCLOSER with the development of this project and executed by a third party with ideas that are susceptible to plagiarism, respecting the rights and obligations of each of the Parties.

**V.** And that, having reached the Parties, freely and spontaneously, to a mutual coincidence of their wills, they formalize the present CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT, hereinafter, the "Agreement", which shall be governed by the following:

## CLAUSES

### FIRST. PURPOSE OF THE CONFIDENTIALITY AGREEMENT

The purpose of this Agreement is to determine the terms and conditions under which the DISCLOSER shall communicate and the RECEIVING party shall maintain the confidentiality of the data or information transmitted by the former, either orally, graphically or in writing.

The RECEIVER undertakes, by this Agreement, to grant confidential treatment to the information communicated by the DISCLOSER in the framework of the collaboration, negotiations, and / or existing project between both Parties. This means that they will receive the same treatment as the confidential information of their property and,



**Creador de Producto de Consumo desde 1986**

therefore, will not be disclosed to third parties, except for the exceptions provided in this Agreement.

Likewise, this agreement constitutes the total agreement between the Parties regarding confidential information and replaces any other prior oral or written understanding that has existed between the Parties.

## **SECOND. CONFIDENTIAL INFORMATION**

Any information of a technical, industrial, financial, advertising, personal or commercial nature and exchanged or disclosed by the DISCLOSER to the RECEIVER shall be considered Confidential Information (hereinafter also "Information"), regardless of its presentation format or distribution, either orally, in writing, visually, recorded on magnetic media or by any other means or support, tangible or intangible, currently known or that enables the state of the art in the future. By way of example and not limitation, discoveries, concepts, ideas, knowledge, techniques, know-how, business plan, designs, drawings, drafts, diagrams, texts, models, samples, databases of any kind will have such consideration, applications, programs, brands, logos. Likewise, all information that is marked as confidential at the time of delivery to the RECEIVING party, or from which its confidentiality is deducted due to the nature of the information or the circumstances surrounding it, will be considered Confidential Information the revelation of them. In case of doubt about the confidentiality of a given information, it must be treated as confidential until the DISCLOSER decides on its nature. The existence and content of this Agreement are also Confidential Information and the clauses stipulated herein also apply to them.



**Creador de Producto de Consumo desde 1986**

### THIRD. SECRET OBLIGATION AND CONFIDENTIALITY

The Parties recognize that the Information referred to in the previous clause and that is transmitted by the DISCLOSURE within the framework of their collaboration, negotiation and / or project is confidential and, thus, the RECEIVER agrees not to disclose it and maintain the more strict confidentiality with respect to said Information, warning, where appropriate, of said duty of confidentiality and secrecy to its employees, associates and any person who, due to their position or relationship with the RECEIVER, must have access to said Information.

The RECEIVER may not reproduce, modify, make public or disclose to third parties the Information object of this Agreement without prior written and express authorization of the DISCLOSURE.

The RECEIVING party undertakes to provide the necessary means so that the Information is not disclosed or transferred. It will adopt the same security measures that it would adopt regarding Confidential Information of its property, avoiding its loss, theft or subtraction.

The RECEIVING party undertakes, where appropriate, to warn of the existence of the duty of confidentiality to its employees, associates, and any person to whom the Information is made accessible, being responsible for the improper use that they may make of the Objective Information of the Agreement.

Likewise, the RECEIVING party undertakes to inform the DISCLOSER of any action or incident by third parties, under the guardianship or responsibility of the RECEIVER, that may threaten the confidentiality of the Information.

The RECEIVING party undertakes that the use of the information disclosed will only be aimed at achieving objectives within the collaboration, negotiation or project described in



**Creador de Producto de Consumo desde 1986**

Exhibit I, and not others, and that, thus, it will only be known to those people strictly necessary to meet those.

#### **QUARTER. EXCEPTIONS TO THIS AGREEMENT**

Without prejudice to the provisions of this Agreement, both Parties agree that the obligation of confidentiality will not apply when the Information can be framed in any of the following cases:

- When the Information is in the public domain at the time of its disclosure to the RECEIVING party or, once the Information has been provided, it accesses the public domain without the RECEIVING party having infringed this Agreement.
- When the Information was already known to the RECEIVING party prior to the signing of this Agreement and without obligation to maintain confidentiality.
- When current legislation or a judicial mandate requires its disclosure. In that case, the RECEIVING party will notify the DISCLOSURE of such eventuality and will make every effort to ensure that the Information is treated confidentially.
- When the RECEIVER can prove that the Information was developed or legitimately received from a third party, that was authorized or not to disclose it, in a totally independent way to its relationship with the DISCLOSURE.
- When the RECEIVING party receives an express and written authorization for the publication or public communication of the DISCLOSER Information

In the event that a part of the Information could be classified within any of the categories mentioned here, the rest of the Information, however, would continue to benefit from the confidentiality protection granted by this Agreement.



**Creador de Producto de Consumo desde 1986**

## FIFTH. INTELLECTUAL PROPERTY

The intellectual property rights of the Information disclosed under the Agreement belong to the DISCLOSER and the fact of revealing it to the RECEIVING party for the collaboration, negotiation or project that will be carried out will not change such situation.

The provisions of this Agreement cannot be interpreted in the sense that it grants the RECEIVING party, explicitly or implicitly, a license or assignment on a patent or patent pending concession, or on copyright, or on industrial designs and models of utility, industrial secrets, brand rights or know-how, or any other intellectual property right that weighs on all or part of the Information in this Agreement.

The disclosure of the RECEIVING part of the Information subject to this agreement does not imply the waiver of protection of said Information through intellectual property rights by the DISCLOSER.

## SIXTH. DURATION OF THE AGREEMENT

This Agreement enters into force as of the date of signature indicated in the heading. The Parties agree that, as of said date, it will be in force for a term of **TWENTY YEARS (20 years)**

However, this Agreement may be modified or terminated by express and written consent of both Parties.

The provisions relating to confidentiality provided for in this Agreement shall apply throughout its duration.



**Creador de Producto de Consumo desde 1986**

## **SEVENTH. FAILURE OF THE COLLABORATION OR PROJECT BETWEEN THE PARTIES**

Likewise, in the event of a failure or cancellation of the negotiation, collaboration or project mentioned in Exhibit I, which the Parties intend to develop, and therefore this Agreement is reached, the Parties agree not to immediately release the obligation of confidentiality of the RECEIVER and, therefore, the application of the term established in the previous clause.

## **EIGHTH. RESTITUTION AND DESTRUCTION OF CONFIDENTIAL INFORMATION.**

In the event of expiration or of the eventual termination of this Agreement, regardless of its cause and within seven (7) business days following the date of this expiration or termination, the RECEIVING party undertakes to return all Information and any copy of the same to the DISCLOSURE, and that this would have disclosed or transmitted in any type of support and that is his property, or in his case, to destroy it in the presence of a representative authorized by the DISCLOSURE. In addition, the RECEIVING party shall certify in writing to the DISCLOSURE the return and / or destruction, as appropriate, of the Confidential Information.

In the event that the RECEIVING party does not comply with the return or destruction - or does not do so within the deadline - as required in this clause, the provisions of the ninth clause of this Agreement shall apply.

## **NINTH. BREACH OF AGREEMENT**

*“Any violation or breach by the RECEIVING party of the fundamental clauses that protect the authorship of this project so that third parties cannot partially or totally plagiarize it, entails the obligation for the RECEIVING party,*



**Creador de Producto de Consumo desde 1986**

to pay to the DISCLOSER an economic compensation according to the economic breakdown caused, without prejudice to the right of the DISCLOSURE to exercise or initiate all the pertinent actions in order to impose the sanctions that legally proceed in the event that 3D GEOMETRY STEP is used to display reproduce , produce and / or sell all or part of the design of this bicycle by third parties or relevant parts of the project are plagiarized in a manner and characteristics similar to the 3D model deposited in the RECEIVING company ”.

Likewise, the Parties agree that in the event that the RECEIVING party partially or totally fails to comply with its obligations under this Agreement, it will be liable for the direct and indirect damages and losses that such breach may cause to the DISCLOSURE, including The loss of earnings.

Likewise, the violation of this Agreement by the RECEIVING party implies for the DISCLOSURE the possibility of terminating it immediately. However, unless otherwise agreed, the obligation of confidentiality will continue, in any case, for the period of time provided for in the sixth clause.

## TENTH. LIMITS OF THE AGREEMENT

This Agreement does not restrict the rights that the Parties possessed prior to signing it. It does not create any additional right or obligation that is not expressly included here, nor can it be considered, for one or the other Party, as an obligation to sign other contractual commitments, except those listed here.

In this same way, neither Party may assign its rights and obligations under this Agreement to third parties.

In addition, the Parties recognize that, if they exist, documents annexed and / or attached to this Agreement, these form part or integrate the same, for all legal purposes.



**Creador de Producto de Consumo desde 1986**

## EIGHTEENTH. ADDRESS FOR NOTIFICATIONS

In order to make any notification between the Parties that originates from this Agreement, they agree that their address for the purposes of them be the addresses indicated at the beginning of this Agreement. For a notification between the Parties to be made in a valid manner, it must be made by reliable means that records the moment in which it has been sent, to which address it has been sent and the moment of its reception by the other Party.

When there is a change in the address for the purposes of notifications, this new information must be communicated, as soon as possible, to the other Party and following the procedure established herein.

However, as long as it is possible to guarantee the authenticity of the sender, the recipient, and the content of the message, and in order to maintain a fluid communication between the Parties, the following email addresses are provided:

THE DISCLOSURE:

[antonio@antoniopinfor.com](mailto:antonio@antoniopinfor.com)

The RECEIVING part:

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## TWELFTH. DATA PROTECTION

The Parties to this Agreement are aware of and are bound to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and to the free circulation of these data (GDPR), as well as Organic Law 3/2018, on the Protection of Personal Data and guarantee of digital rights and their development regulations, and / or those that could replace or update them in the future .



**Creador de Producto de Consumo desde 1986**

In this way, the Parties are aware that by signing this Agreement they agree that their personal data collected in this Agreement, as well as those that could be collected in the future in order to comply with or correct execution thereof, could be incorporated by the other Party into its own automated file or not data collection in order to correctly execute the contractual relationship and, eventually, for administrative and / or commercial management.

In any case, the Parties undertake that these personal data will not be communicated in any case to third parties, although, if there is the case that some type of communication of personal data were to be carried out, they always and previously commit themselves, to request the express, informed, and unequivocal consent of the Party that is the holder of said personal data, indicating the specific purpose for which the data will be communicated.

This clause does not result in any limitation or restriction for the Parties regarding the exercise of the rights of access, rectification, deletion, limitation of the treatment, portability or opposition they may have.

## **THIRTEEN.LEGAL ACTIONS, APPLICABLE LEGISLATION AND JURISDICTION.**

The Parties recognize that they are bound by this Agreement as well as their corresponding annexes, if any, and their legal effects and undertake to comply with them in good faith.

Any litigation related, especially, but not only, to the formation, validity, interpretation, signature, existence, execution or termination of this Agreement and, in general, to the relationship established between the Parties, shall be subject to Spanish legislation.

References made here to any legal or regulatory norm, or provision thereof, should be understood as made to the norms or precepts that may replace them in the future.

Thus, in case of controversy, difference, conflict or claim regarding the Agreement, or in relation to it, the Parties agree, before resorting to ordinary jurisdiction, to make every effort to find a



**Creador de Producto de Consumo desde 1986**

solution in a friendly manner; only when this fails, will they be subject to the jurisdiction of the competent **Courts and Tribunals of Seville**, according to law.

And in proof of conformity and acceptance of all that is established, both Parties sign this Agreement in two copies and for one purpose only, at the place and date indicated at the beginning.

## **THE DISCLOSURE**

Antonio Gómez-Gómez

The RECEIVING party