

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (“**Agreement**”) is made and entered into as of the ___ day of __ , ____ (the “**Effective Date**”) by and between **Goitrise america**, with its principal place of business at 1000 Brickell Avenue Suite #715 Miami, FL 33131 USA & 5050 Av. Colón 1st floor Office 5 Córdoba Argentina and _____ with its principal place of business at _____ govern the disclosure of Confidential Information (as defined below) by the parties.

1. Purpose. The Disclosing and the Receiving party wish to discuss a potential business opportunity under which each may disclose its Confidential Information to each other.

2. Permitted Use of Disclosing Party’s Confidential Information. The “**Permitted Use**” of a Disclosing Party’s Confidential Information is as agreed in writing by the parties, but in no event shall use by the Receiving Party extend to that which reasonably could commercially damage the Disclosing Party.

3. Definition. “**Confidential Information**” means any information, technical data or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, engineering, marketing or finances, disclosed orally or in written or electronic form, and which is marked or identified in writing at the time of disclosure (or within 5 days after any oral disclosure) by the Disclosing party as “confidential.”

4. Non-Disclosure of Confidential Information. Each party (each, a “**Receiving Party**”) understands that the other party (each, a “**Disclosing Party**”) has disclosed or may disclose to the Receiving Party information relating to the Disclosing Party’s business that is confidential or proprietary in nature, whether explicitly designated as such or which in good faith ought to be treated as such given its nature and/or the nature of the disclosure, whether written, oral or otherwise (which to the extent previously, presently or subsequently obtained by the Receiving Party is hereinafter referred to as “**Confidential Information**”). Confidential Information may include, but shall not be deemed to be limited to, the following: (i) non-published patent applications and the information contained therein, trade secrets, inventions (whether patentable or not),

discoveries and improvements; (ii) concepts, know-how, ideas, techniques, processes, methodologies, testing procedures, design and functional specifications, analysis and performance information, sketches, drawings, models, apparatus, equipment, user documentation, internal documentation, technical or other representations, documentation, diagrams, schematics, flow charts, features, mode of operation and other details of products and services, and information concerning research, experimental work, development, design details and specifications; (iii) software design and architecture, software programs, source code, object code and other computer code, modules, software source documents, specifications, algorithms, formulas, scripts, data, databases, and formulas related to the current, future and proposed products and services; (iv) names and expertise of directors, officers, employees and consultants; (v) procurement requirements, purchasing, names of customers, suppliers and strategic partners, and lists thereof; and (vi) technical, business, financial, marketing, customer, supplier and product development plans, schedules, forecasts, strategies, materials sales, merchandising, promotional and marketing plans and information. Without limiting the foregoing, Confidential Information also may include proprietary or confidential information of any third party who may disclose such information to the Disclosing Party in the course of the Disclosing Party's business, and for purposes of this Agreement, as between the parties such third party confidential information shall be deemed the Disclosing Party's Confidential Information. The parties agree that Confidential Information does not include any information the Receiving Party can show as a matter of contemporaneous record and otherwise by clear and convincing evidence: (a) was rightfully in the Receiving Party's possession or known by it without restriction prior to disclosure by the Disclosing Party, (b) was developed by those of the Receiving Party's personnel who did not have access to the Disclosing Party's Confidential Information, (c) was rightfully obtained from a third party who was not prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation to the Disclosing Party, or (d) was or (through no improper action or inaction by the Receiving Party or any employee, agent, officer and/or director of the Receiving Party) becomes generally available to the public without restriction; provided, however, that should any information come within any circumstance listed in this sentence, this sentence does not authorize the Receiving Party to infringe any proprietary rights of the Disclosing Party. The Receiving Party may make disclosures of the Disclosing Party's Confidential Information required by court order or other valid governmental agency order, provided the Receiving Party promptly notifies the Disclosing Party of the disclosure requirement and cooperates with the Disclosing Party's reasonable efforts to resist or narrow the disclosure and to obtain an order or other reliable assurance that confidential treatment will be afforded the Disclosing Party's Confidential Information. Notwithstanding anything to the contrary, each party agrees that the existence of any business-related negotiations, discussions, or consultations between the parties, whether already entered or entered into later, shall be deemed to be the Confidential Information of both parties.

5. Nondisclosure Obligations. The Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence and to protect the confidentiality of such Confidential Information using all precautions the Receiving Party takes to protect its own Confidential Information, which in no instance may be less than

reasonable precautions; (ii) the Receiving Party will not divulge any of the Disclosing Party's Confidential Information or any information derived therefrom to any third party (except consultants, subject to the conditions stated below); (iii) not to make any use whatsoever at any time of Confidential Information without the Disclosing Party's express prior written approval except for the Permitted Use; (iv) not to copy, modify or create Derivative Works (defined below) of any Confidential Information (notwithstanding the provisions in Section 4 of this Agreement, which the Receiving Party acknowledges are intended merely as partial protection of the Disclosing Party's rights in the event the Receiving Party breaches this provision); and (v) not to alter or delete any proprietary legends or markings on any Confidential Information. The Receiving Party further agrees not to circulate or disclose the Disclosing Party's Confidential Information within its organization except to those employees, agents, consultants, officers and/or directors of the Receiving Party who have a legitimate "need to know" such Confidential Information and who are obligated by appropriate written agreements to keep the Confidential Information confidential in a manner no less restrictive than set forth in this Agreement, and the Receiving Party acknowledges and agrees that it is responsible and liable for such persons' compliance with such confidentiality obligations.

6. **Ownership and Return of Confidential Information and Other Materials.** All of the Disclosing Party's Confidential Information, and any Derivative Works thereof whether created by the Disclosing Party or the Receiving Party, remain the property of the Disclosing Party and no license or other rights to the Disclosing Party's Confidential Information or Derivatives is granted or implied hereby. For purposes of this Agreement, "**Derivative Works**" shall mean: (i) for copyrightable or copyrighted material, the definition of "derivative work" as set forth in the U.S. Copyright Act, 17 U.S.C. § 101 et seq. (which for purposes of this Agreement shall also be considered "works made for hire" as that term is defined in the U.S. Copyright Act if such is made by a party other than the Disclosing Party); (ii) for patentable or patented material, any improvement thereon; and (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected under copyright, patent and/or trade secret laws. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to the Receiving Party by the Disclosing Party shall remain the property of the Disclosing Party. Within five (5) business days of the Disclosing Party's request, the Receiving Party shall destroy or deliver to the Disclosing Party, at the Disclosing Party's option, (a) all materials furnished to the Receiving Party by the Disclosing Party, (b) all tangible media of expression in the Receiving Party's possession or control which incorporate or in which are fixed any Confidential Information, and (c) written certification of the Receiving Party's compliance with these obligations.

7. **No Obligation to Disclose.** Each party understands and agrees that nothing herein requires the Disclosing Party (i) to disclose any Confidential Information, which

shall be disclosed, if at all, solely at the option of the Disclosing Party, or (ii) to proceed with any relationship in connection with which Confidential Information may be disclosed.

8. Reverse Engineering / Independent Development. Notwithstanding any other provision of this Agreement, including but not limited to any term, termination, and/or survival provision, the Receiving Party shall not (and the Receiving Party shall not use any third party to) reverse engineer, decompile, disassemble, or otherwise attempt to discern the design, structure, internal workings, or other technology incorporated in any of the Disclosing Party's Confidential Information disclosed to the Receiving Party hereunder at any time whatsoever. The terms of this Agreement shall not be construed to limit in any way the Receiving Party's right to independently develop products and services without use of the Receiving Party's Confidential Information.

9. Obligation to Notify and Assist. The Receiving Party agrees to immediately notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information related to the Receiving Party's possession of the Disclosing Party's Confidential Information or any other breach of this Agreement, and the Receiving Party agrees to cooperate in every reasonable way to help the Disclosing Party regain possession of any misused or mis-disclosed Confidential Information and prevent (or limit to the extent possible) its further unauthorized use or disclosure.

10. Term. This Agreement governs all disclosures of Confidential Information between the parties through the date on which either party receives written notice from the other party

that subsequent communications shall not be so governed, except for disclosures of Confidential Information made pursuant to a separate agreement; provided, however, that each party's obligations regarding the other party's Confidential Information disclosed pursuant to this Agreement shall continue until such time as the Confidential Information is publicly known and made generally available through no action or inaction of the Receiving Party.

11. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." THE DISCLOSING PARTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TIMELINESS, ACCURACY, PERFORMANCE OR COMPLETENESS OF ANY OF ITS CONFIDENTIAL INFORMATION.

12. Assignment. Neither party shall assign this Agreement or its rights hereunder without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed.

13. Compliance with Laws: Both parties will comply with all applicable federal, state, and local statutes, rules and regulations, including without limitation, U.S. export control laws and regulations as they currently exist and may be amended from time to time. The Receiving Party agrees not to remove, export or re-export from the United States any of the Disclosing Party's Confidential Information or any direct product thereof except in compliance with all provisions of this Agreement.

14. Governing Law and Forum; Legal Fees. This Agreement shall be governed by the laws of the State of Texas, as such laws are applied to agreements entered into and to be performed entirely within Texas between Texas residents, and without regard to the choice of law and conflict of laws provisions thereof, and the parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts having within their jurisdiction Travis County, Texas and agree to waive all objections and defenses regarding personal jurisdiction, venue and forum non conveniens (excepting any actions seeking to enforce any order or judgment of such federal or state courts located in Travis County, Texas). The prevailing party in any action to enforce this Agreement shall be entitled to costs and fees (including attorneys' fees and expert witness fees) incurred in connection with such action.

15. Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided the Confidential Information may not be assigned without consent of the Disclosing party. Failure to enforce any of this Agreement shall not constitute a waiver of any term thereof. This Agreement shall be governed and construed and enforced in accordance with the laws of the State of Texas as they apply to contracts entered into. The federal and state courts within the State of Texas shall have exclusive jurisdiction to adjudicate any dispute arising out of this agreement.

16. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.

17. Waiver; Amendment; Modification. No term or provision will be considered waived, and no breach excused, unless such waiver or consent is in writing signed by the Disclosing

Party. The Disclosing Party's waiver or consent shall not operate, or be construed, as a waiver of, consent to, or excuse of any other breach by the Receiving Party. This Agreement may be amended or modified only by written mutual agreement of authorized representatives of the parties.

18. Remedies. Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, at equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages.

19. Injunctive Relief. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party's Confidential Information, there may be no adequate remedy at law for any breach of the Receiving Party's obligations hereunder and that any such breach may allow the Receiving Party and/or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party. The Receiving Party agrees that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law (without being required to post a bond or other security) and to be indemnified by the Receiving Party from any loss or harm, including, without limitation, reasonable attorneys' fees, paralegals' fees, and costs in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any of the Disclosing Party's Confidential Information.

20. Other. Headings are provided for convenience only and shall not be used in construing or interpreting this Agreement. This Agreement constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements. Notices hereunder will be effective only if in writing and upon receipt if delivered personally or by overnight mail carrier or facsimile transmission confirmed by mailing, or three (3) days after deposit in the United States mail, first class postage prepaid, addressed with the applicable address set forth in the signature block below. This Agreement may be executed in counterparts, which together shall constitute one and the same instrument; signature pages may be transmitted via facsimile and such transmissions shall be deemed equivalent to originals thereof.

1. The parties have executed this Agreement on the date first written above. Signature of an authorized representative is required (e.g., if a company, then an officer

of the company; if an individual, then the individual). By signing this Agreement you are hereby representing that you are authorized to legally bind the entity, company or individual to the terms of this Agreement.

Goitrise america:

By: _____

Name: Fabrizio Chiera

Title: Co-Founder & CFO

Name of the second party

By: _____

Name: _____

Title:

