

DATE	26/10/2025
CONCEPT	NON-DISCLOSURE AGREEMENT (NDA)

Barcelona, March 17th 2025

GATHERED:

ON THE ONE PART, **LUME OFFICE, S.L.**, with **Tax Identification Number (CIF) ESB70642418**, having its registered office at CL Doctor Trueta 183, 10 – 1, Barcelona, Postal Code 08005, represented herein by its administrator Daniel Antonio Gonzalez Costa, with Spanish ID (DNI) 76934118S (hereinafter, the "**DISCLOSER**").

AND ON THE OTHER PART, the individual/self-employed person _____, with ID Number _____, and residing at _____ (hereinafter, the "**RECIPIENT**").

The DISCLOSER and the RECIPIENT (collectively, the "**Parties**") mutually acknowledge sufficient legal capacity to enter into contracts and to bind themselves in the representations they hereby make, taking responsibility for the accuracy of their statements.

DECLARE:

- I. That the Parties are initiating a project regarding the development of: "3D model of a future wind farm in Saudi Arabia for the company NEOM," a client belonging to the DISCLOSER.
- II. That, pursuant to the foregoing, confidential information related to the NEOM Project will be shared by the DISCLOSER with the RECIPIENT.
- III. That this confidentiality agreement is established to ensure rigorous levels of trust between the Parties and to regulate the conditions under which the DISCLOSER will disclose and provide Confidential Information (as defined hereinafter) to the RECIPIENT.
- IV. That this agreement shall govern certain commitments and obligations between the Parties regarding the access and use by the RECIPIENT of the confidential information relating to the Project, the custody thereof, and non-disclosure to third parties of the information shared by the DISCLOSER with the RECIPIENT, as well as the rights and obligations of each Party.
- V. That having freely and voluntarily reached mutual agreement, the Parties hereby formalize this **CONFIDENTIALITY, NON-DISCLOSURE, AND NON-COMPETITION AGREEMENT** (hereinafter, the "**Agreement**"), which shall be governed by the following:

CLAUSES:

FIRST. OBJECT OF THE CONFIDENTIALITY AGREEMENT

The purpose of this Agreement is to establish the terms and conditions under which the DISCLOSER will communicate, and the RECIPIENT shall maintain the confidentiality of, data or information transmitted by the former, whether orally, graphically, in writing, or digitally.

By this Agreement, the RECIPIENT undertakes to treat as strictly confidential all information communicated by the DISCLOSER within the framework of the collaboration, negotiations, and/or existing project between both Parties. Consequently, this information shall receive the same degree of protection as the RECIPIENT's own confidential information, and therefore shall not be disclosed to third parties, except for the exceptions provided herein.

Furthermore, this agreement constitutes the entire agreement between the Parties concerning the confidential information and supersedes any other prior understanding, oral or written, that may have existed between the Parties.

SECOND. CONFIDENTIAL INFORMATION

Confidential Information shall refer to any data or information related to the Project communicated by the DISCLOSER to the RECIPIENT, whether orally, graphically, in writing, or digitally, or through any medium—tangible or intangible, currently known or made possible by future developments in technology—that, due to its privileged or confidential nature, is not generally available to the public.

In particular, without limitation and without prejudice to future expansions, confidential information shall include:

- Any matter relating to the confidential or privileged information of the Project for NEOM involving, but not limited to, the 3D model for the future wind farm in Saudi Arabia, including any confidential data provided by the DISCLOSER, particularly information concerning projects involving NEOM and its associated companies. This covers strategic and critical projects, plans, trade secrets, business practices, or client information.
- All information, knowledge, or material shared by the DISCLOSER for potential professional collaboration, which is inherently confidential due to its nature, including any data that could compromise confidentiality if disclosed.
- Any information explicitly marked as confidential or implied to be confidential based on the nature of the information itself or the circumstances surrounding its disclosure. In case of uncertainty about whether information is confidential, it must be treated as confidential until the DISCLOSER expressly clarifies otherwise.

Confidential Information shall, in all cases, remain the property of the DISCLOSER, who reserves the right to use it as deemed appropriate without any obligation to the RECIPIENT.

THIRD. OBLIGATION OF SECRECY, CONFIDENTIALITY, AND NON-COMPETITION

The Parties recognize that the Confidential Information is highly sensitive and confidential. Consequently, the RECIPIENT undertakes to maintain strict confidentiality regarding such information and agrees to instruct its employees, associates, and any other person who may access the Confidential Information due to their position or relationship with the RECIPIENT about this confidentiality obligation.

- It is solely the RECIPIENT's responsibility to ensure that this duty of confidentiality and secrecy is strictly complied with by its employees or any third parties who may have access to such Confidential Information.
- The RECIPIENT shall not reproduce, modify, publish, disclose to third parties, or use the Confidential Information for personal or any other unauthorized purposes without prior written consent from the DISCLOSER.
- Specifically, the RECIPIENT commits to adopting the following measures:
 1. Not to disclose or communicate, partially or fully, directly or indirectly, the Confidential Information to any third party without the explicit prior written authorization of the DISCLOSER.
 2. Protect and safeguard the Confidential Information from unauthorized usage, publication, or disclosure.
 3. Refrain from employing Confidential Information for unauthorized purposes or disclosing it outside the terms of this Agreement, ensuring its protection from misuse or unauthorized dissemination.
 4. Take all necessary steps to protect the privacy and confidentiality of the Confidential Information, guaranteeing rigorous compliance with confidentiality commitments assumed herein.
 5. Promptly inform the DISCLOSER of any breach or reasonable suspicion of breach regarding confidentiality obligations outlined in this Agreement.

- The RECIPIENT undertakes to implement all necessary measures to ensure the Information is neither disclosed (including accidental disclosure) nor transferred. The RECIPIENT will apply the same security measures that would typically be applied to its own Confidential Information, thereby preventing loss, theft, or misappropriation.
- The RECIPIENT further undertakes, as applicable, to clearly communicate the obligation of confidentiality to its employees, associates, advisors, and any other persons granted access to the Confidential Information, assuming responsibility for any improper use of the Confidential Information by these parties.
- Additionally, the RECIPIENT agrees to promptly inform the DISCLOSER about any actions or incidents involving third parties under the RECIPIENT's supervision or responsibility that may threaten the confidentiality of the Information.
- The RECIPIENT commits not to disclose, reproduce, share, or distribute—partially or entirely, directly or indirectly—the Confidential Information to unauthorized persons, nor to use such Information for personal or commercial benefit outside the scope of the Project. Furthermore, the RECIPIENT agrees to guarantee the security and integrity of all materials and Confidential Information provided.
- Upon receiving the first written request from the DISCLOSER, the RECIPIENT shall promptly return or destroy all Confidential Information, including any copies or duplicates thereof. Moreover, the RECIPIENT shall eliminate any Confidential Information stored within its data-processing systems, to the greatest extent technically feasible. At the DISCLOSER's request, the RECIPIENT shall confirm in writing that the deletion has been carried out correctly. Such confirmation will assert that all possible efforts have been made to fully comply with this obligation. The return or destruction of Confidential Information shall not release either Party from their ongoing obligations to maintain confidentiality.

FOURTH. EXCEPTIONS TO THIS AGREEMENT

Notwithstanding the provisions stipulated herein, both Parties agree that confidentiality obligations will not apply when the Information falls under one of the following scenarios:

- When the Information must be disclosed by applicable law, current legal regulations, or judicial authority requirements.
- When express authorization has been granted by the DISCLOSER for the publication or public disclosure of the Confidential Information.

FIFTH. INTELLECTUAL PROPERTY

Intellectual property rights regarding the Confidential Information disclosed under this Agreement belong exclusively to the DISCLOSER. Disclosure of this information to the RECIPIENT does not imply, nor shall it imply, any transfer, directly or indirectly, of intellectual property rights, ownership, licenses, or other rights relating in whole or part to the Project or the Confidential Information subject to this Agreement.

Furthermore, disclosure to the RECIPIENT of the Information under this Agreement does not constitute a waiver by the DISCLOSER of the protection afforded by intellectual property rights over such Information.

SIXTH. TERM OF THE AGREEMENT

This Agreement shall enter into force upon signing and remain valid until the Confidential Information becomes publicly available or is obtainable by the general public, provided such disclosure is not the result of a breach of this Agreement. The Parties explicitly agree that the confidentiality obligations outlined herein will remain binding even if the collaboration between the DISCLOSER and the RECIPIENT terminates prior to completion of the project with NEOM. The confidentiality obligations will persist even if the collaboration ends before the NEOM project's completion.

SEVENTH. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

At any time, upon request by the DISCLOSER, the RECIPIENT shall return all Confidential Information received—regardless of format or medium—or destroy it in the presence of an authorized representative of the DISCLOSER. Furthermore, the RECIPIENT shall provide written certification to the DISCLOSER confirming the return and/or destruction of the Confidential Information. Should the RECIPIENT fail to comply with this obligation, the provisions stipulated in Clause SEVEN of this Agreement shall apply.

EIGHTH. BREACH OF THE AGREEMENT

The RECIPIENT shall be liable for all damages and losses of any kind caused to the DISCLOSER or the company NEOM as a direct or indirect consequence of breaching any or all obligations and duties assumed under this Agreement.

The RECIPIENT expressly acknowledges that breaching any provisions set forth herein entitles the DISCLOSER and/or NEOM to seek compensation for damages resulting from unauthorized use of the Confidential Information. Furthermore, if necessary, the DISCLOSER and/or NEOM may pursue legal action, including monetary claims. Such compensation shall not be exclusive but additional to any other compensation available under applicable law. Failure by the DISCLOSER to promptly exercise, partially or fully, the rights provided herein shall not constitute a waiver thereof.

- Moreover, without prejudice to any other remedies that may legally apply, the Parties agree upon a penalty clause whereby the mere breach of confidentiality obligations by the RECIPIENT shall entitle the DISCLOSER to demand compensation from the RECIPIENT amounting to €22,000.00.
- This compensation shall not be exclusive but supplementary to any other remedy or compensation applicable under current legislation.

NINTH. ADDRESS FOR NOTIFICATIONS

For notification purposes, the Parties agree that their addresses shall be those indicated at the beginning of this Agreement. To be valid, notifications between the Parties must be delivered by a reliable method that certifies the date and time of sending, the address to which it was sent, and the moment of its reception.

Additionally, should the Parties wish to maintain efficient communication—provided that the authenticity of sender, recipient, and content can be assured—they may use the following email addresses:

DISCLOSER: LUME OFFICE S.L.: info@lume-office.com

RECIPIENT: _____

TENTH. DATA PROTECTION

The Parties agree to fully comply with Regulation (EU) 2016/679, regarding the processing of personal data and the free movement of such data (GDPR), as well as the Spanish Organic Law 3/2018 on Personal Data Protection and Guarantee of Digital Rights, its implementing regulations, and/or any laws that may replace or update them in the future.

Both Parties acknowledge and agree that, by virtue of this Agreement, they may mutually collect and store personal data in automated or non-automated files to facilitate and properly execute the contractual relationship and, when appropriate, for administrative and/or commercial management purposes.

In all cases, the Parties expressly agree not to disclose or communicate such personal data to third parties. Nevertheless, if disclosure becomes necessary, the explicit and prior consent of the other Party must be obtained.

This clause shall not in any way limit or restrict the rights of either Party to exercise their rights of access, rectification, deletion, restriction of processing, data portability, or objection as stipulated by law.

ELEVENTH. LEGAL ACTIONS, GOVERNING LAW, AND JURISDICTION

This Agreement exclusively governs the handling of Confidential Information disclosed between the Parties and does not, in any way, obligate the Parties to disclose Confidential Information or to enter into any contract or other form of commitment between them.

If any provision of this Agreement is declared, fully or partially, null, invalid, or unenforceable, the validity or enforceability of the remaining provisions shall not be affected. In such event, the Parties agree to replace the affected clause with a valid and enforceable one that closely reflects their original intention.

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all previous or contemporaneous agreements, contracts, or negotiations relating thereto.

Any modifications to this Agreement must be documented in writing and duly signed by authorized representatives of both Parties. References made herein to any law, regulation, or statutory provision shall be understood as references to any regulations or legal provisions that may replace them in the future.

This Agreement exclusively regulates the confidentiality and treatment of Confidential Information disclosed hereunder and does not create an obligation for either Party to disclose Confidential Information, enter into a contract, or assume any other type of commitment or obligation beyond what is expressly stated herein.

In the event of a dispute, disagreement, conflict, or claim arising out of or related to this Agreement, the Parties agree that the matter shall be governed by Spanish law. Both Parties expressly submit to the jurisdiction of the courts of Barcelona, expressly waiving any other jurisdiction to which they may be entitled.

In witness whereof, the Parties execute this Agreement in two counterparts, each considered an original but constituting one and the same document, at the place and date indicated at the beginning of this Agreement.

DISCLOSER

RECIPIENT

LUME OFFICE, S.L
Daniel González Costa

