AGREEMENT OF CONFIDENTIALITY BETWEEN THE INNOVATIVE COMPANY SC MGM STAR CONSTRUCT SRL, BUCHAREST - ROMANIA AND THE UNIVERSIDAD DE PAMPLONA, NORTE DE SANTANDER COLOMBIA

Between the subscribed to know **HERIBERTO JOSÉ RANGEL NAVIA** domiciled in Pamplona, identified with the citizenship card No. 13279017 of Cúcuta – Norte de Santander, who in his capacity as acting rector, appointed by resolution No. 225 07 March 2024, and acting in the name and legal representation of the **UNIVERSIDAD DE PAMPLONA**, Institution of Higher Education, official, non-profit organization, recognized as a University by the Decree No. 1550, 13 August 1971, with NIT 890,501,510-4, who henceforth to be called **UNIPAMPLONA**, On the one hand and, on the other hand, Arcadie Sobetkii, domiciled in Bucharest, identified with the citizenship card RZ-180109, in name and on behalf of the **MGM STAR CONSTRUCT**, No. Trade register J40/4488/2006, of which he is Scientific Director and hereinafter referred to as **MGM STAR CONSTRUCT**, has agreed to enter into this confidentiality agreement which shall be governed by the following clauses:

CLAUSE ONE – DECLARATIONS

The purpose of this agreement is to establish the terms and conditions under which THE PARTIES will maintain the confidentiality of the data and information exchanged between them. THE UNIVERSITY and THE COMPANY have agreed to provide each other with certain confidential information related to internal and operational aspects of both parties, therefore, it is necessary to protect such confidential information using this agreement.

PARAGRAPH: The term THE PARTIES refers to both THE UNIVERSITY and THE COMPANY. Additionally, for purposes of this agreement the term RECEIVING PARTY refers to either PARTY receiving confidential information from the other and the term DISCLOSING PARTY refers to either PARTY delivering confidential information to the other.

CLAUSE TWO - CONFIDENTIAL INFORMATION

The term confidential information includes:

a. Any technical, financial, commercial, business, marketing, strategic, process, databases, lists of customers, investors, employees, algorithms, programs, research, copyrights, patents, models, inventions, studies, reports and any other information related to the past, present and future business operations of THE PARTIES OR THEIR CUSTOMERS, which is provided through any means (oral, written, visual, magnetic or other) by one of THE PARTIES OR THEIR CUSTOMERS to the other, including, but not limited to, the following present and future business operations of THE PARTIES OR THEIR CUSTOMERS, which is provided through any means (oral, written,

visual, magnetic or other) by one of THE PARTIES to the other including directors, officers, employees, agents, analysts and consultants, by or on behalf of THE DISCLOSING PARTY.

b. Any data or information that any of THE PARTIES knows by the authorization of access to applications, programs or software that has been granted by the other party that is for its exclusive use, by its quality of supplier, and based on the good faith that it will give in its use.

CLAUSE THREE - OWNERSHIP OF CONFIDENTIAL INFORMATION

Confidential information and all rights thereto which have been or shall be disclosed to the RECEIVING PARTY shall remain the property of the DISCLOSING PARTY. THE PARTIES shall not obtain any right whatsoever to the information exchanged between them, nor any right to use it, except for the INTERNATIONAL ACADEMIC COLLABORATION FRAMEWORK AGREEMENT previously signed and any violation thereof shall be grounds for termination of the agreement.

CLAUSE FOUR - OBLIGATIONS OF THE RECEIVING PARTY CONCERNING CONFIDENTIAL INFORMATION

In addition to the obligations arising from the nature of the agreement either of THE PARTIES acting as THE RECEIVING PARTY shall be obligated to:

a. Keep the confidential information in strict confidence and do not disclose any particulars of the information to any other party, related or otherwise, without the prior written consent of the DISCLOSING PARTY.

b. THE RECEIVING PARTY must instruct the personnel who will be in charge of receiving the confidential information, having to sign the corresponding confidentiality agreement if necessary, of their obligation to receive, treat, and use the confidential information they receive as confidential and destined only to the purpose object of the agreement, in the same terms as established in the present instrument.

c. Neither THE RECEIVING PARTY nor its officers or employees, without the prior written consent of THE DISCLOSING PARTY shall use, exploit, or employ in a manner different from that authorized by this agreement, the Confidential Information.

CLAUSE FIVE – TERM

This agreement shall remain in effect for the term of the INTERNATIONAL ACADEMIC COLLABORATION FRAMEWORK AGREEMENT signed on February 21, 2024, the relationship that gave rise to the execution of this agreement, and five (5) additional years following the termination of the agreement.

CLAUSE SIX - LEGISLATION

This Agreement shall be governed by and construed by the laws and regulations of the Republic of Colombia.

CLAUSE SEVEN - DATA PROTECTION

This agreement shall comply with the Data Protection Law 1581 of 2012, Decree 1377 of 2013, regulatory decrees, and other related regulations.

Read this Agreement and the parties are aware of the content and scope of every one of its clauses, it is signed in duplicate in the place and date indicated.

UNIVERSIDAD DE PAMPLONA

HERIBERTO RANGEL NAVIA
Acting Rector

Date: 13.03.2024

Place: Pamplona, Colombia

MGM STAR CONSTRUCT

ARCADIE SOBETKII
Scientific Director

Date: 13.03.2024

Place: Bucharest, Romania