

=====

NON-DISCLOSURE AGREEMENT (NDA)

=====

Last updated: April 2026

Company: AIKIT RESEARCH, S.A. | VAT: ESA56760267

Registered office: Sector Literatos 38, 28760 Tres Cantos (Madrid)

Website: www.aikit.io | Contact: admin@aikit.io

=====

Preamble: A Unilateral Commitment of Trust

=====

This Non-Disclosure Agreement (the "NDA") constitutes a unilateral declaration of commitments by AIKIT RESEARCH, S.A. (hereinafter, "AIKIT RESEARCH" or the "Recipient"). Its purpose is to establish conditions of the utmost rigor for the protection of the information that any natural or legal person (hereinafter, the "Discloser") may share with, disclose to, or make available to it.

This NDA applies to all information disclosed within the framework of any commercial or pre-contractual relationship. It is supplementary to our Data Processing Agreement (DPA): the NDA governs general confidentiality, but in matters of personal data the DPA shall prevail as being more specific (consistently with its clause 5).

1. Purpose of the Agreement

=====

The purpose of this NDA is to govern the conditions under which AIKIT RESEARCH undertakes to:

- a) Maintain the strictest confidentiality over the sensitive information it receives from the Discloser.
- b) Refrain from disclosing it or using it for unauthorized purposes.
- c) Actively protect it against any improper disclosure, applying a heightened standard of professional diligence.

2. Definition of "Confidential Information"

=====

For the purposes of this NDA, "Confidential Information" shall mean all non-public information, in any format, that the Discloser communicates to AIKIT RESEARCH, including, by way of illustration and without limitation:

- Technical Information: Trade secrets, know-how, algorithms, source code, designs, APIs, methodologies and technical documentation.
- Commercial Information: Business plans, marketing strategies, customer or supplier lists, market research and sales data.
- Financial Information: Accounts, projections, cost structures and any non-public financial data.
- Customer Data: Any data, including personal data, that the Discloser enters or processes through the AiKit platform.
- Any information designated as "Confidential" or which, by its nature, should reasonably be considered as such.

Information shall not be deemed Confidential Information where it: (i) is in the public domain through no fault attributable to AIKIT RESEARCH; (ii) was already lawfully and demonstrably known to AIKIT RESEARCH prior to its receipt; (iii) is received from a third party not subject to a duty of confidentiality; or (iv) must be disclosed by legal mandate.

3. Confidentiality Obligations and Strict Use

=====

AIKIT RESEARCH, as Recipient, irrevocably undertakes to:

- a) Duty of Secrecy: Not to disclose, disseminate, publish or make available to third parties the Confidential Information, unless it has the prior, express and written authorization of the Discloser.
- b) Limited and Purpose-Bound Use: To use the Confidential Information solely and exclusively for the purpose for which it was disclosed (e.g., evaluation of services, provision thereof), and for no other purpose, nor for its own commercial benefit beyond such purpose.
- c) Robust Security Measures: To adopt and maintain high-level technical and organizational security measures, consistent with industry standards (such as the principles of ISO 27001), to prevent any unauthorized disclosure or access.
- d) Restricted Access (Need-to-Know): To limit access to the Confidential Information solely to those of its employees, officers or subcontractors who have a strict need to know it in order to fulfill the agreed purpose, ensuring that all of them are bound by contractual confidentiality duties at least as rigorous as those set out herein.
- e) Prohibition on Reproduction: Not to reproduce or transform the Confidential Information beyond what is strictly necessary.
- f) Notification of Breach: To notify the Discloser immediately if it becomes aware of any breach, unauthorized access or leak of the Confidential Information, in order to cooperate in adopting the appropriate containment measures.

4. Disclosure by Legal Mandate

=====

Where AIKIT RESEARCH is required to disclose Confidential Information by court order or at the request of a competent authority, it undertakes to:

- a) Notify the Discloser with the greatest possible advance notice, provided the law so permits.
- b) Limit the disclosure to what is strictly required by the legal mandate.
- c) Make reasonable efforts to ensure that the disclosed information receives confidential treatment from the requesting authority.

5. Processing of Personal Data

=====

If the Confidential Information includes personal data, its processing shall be governed by the applicable data protection legislation (GDPR) and, specifically and on a prevailing basis, by our Data Processing Agreement (DPA), which sets out the technical and organizational safeguards for its protection in our capacity as Processor.

Data protection contact: admin@aikit.io

6. Term

=====

The confidentiality obligations set out in this Agreement shall remain in force for as long as the relationship with the Discloser subsists and, once such relationship has ended, shall continue for an additional period of five (5) years. For information constituting a "trade secret" under the law, the duty of secrecy shall be maintained indefinitely for as long as it retains such status.

7. Return or Deletion of the Confidential Information

=====

Once the relationship has ended, or upon the Discloser's request, AIKIT RESEARCH shall, within thirty (30) days, return or, failing that, securely and verifiably destroy all Confidential Information, unless a legal retention obligation exists.

8. Breach and Liability

AIKIT RESEARCH acknowledges that the unauthorized disclosure of the Confidential Information could cause irreparable harm to the Discloser. Consequently, breach of this NDA shall entitle the Discloser to pursue the remedies provided by law, including a claim for damages and the application for urgent interim measures to prevent the disclosure.

9. Governing Law and Jurisdiction

This NDA shall be governed by Spanish law. For any dispute, the Parties submit to the jurisdiction of the Courts and Tribunals of the city of Madrid.

10. Unilateral Acceptance

AIKIT RESEARCH, S.A. publishes and subscribes to this NDA on its website as a binding declaration of its commitments. The mere communication, transmission or making available of Confidential Information by the Discloser to AIKIT RESEARCH shall be deemed acceptance by the latter of all the obligations described herein, without the need for any additional signature.

11. Execution and Signature

This NDA is a unilateral declaration by AiKit, valid without the Discloser's signature (it is accepted upon sharing Confidential Information). A Discloser who requires a signed copy may download this version, already electronically subscribed by AiKit, and countersign it.

For the Recipient (AiKit):

For the Discloser:

Signed: Pablo Yusta Pliego
Sole Director
AIKIT RESEARCH, S.A.
(electronically subscribed)

Signed:
Name and title:
Company / Tax ID:
Date:

AIKIT RESEARCH, S.A. | www.aikit.io | admin@aikit.io