

# Non-Disclosure Agreement (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into by and between DoyenX ("Company") and Victor Manuel Soto ("Employee"), collectively referred to as the "Parties", with an effective date of September 4th, 2023.

## 1. Confidential Information

"Confidential Information" refers to any non-public, proprietary, or confidential data, information, materials, processes, techniques, software, algorithms, designs, concepts, ideas, plans, strategies, trade secrets, or other intellectual property that is shared by the Company with the Employee during the course of their employment. This includes but is not limited to code, business strategies, financial information, customer lists, and any information marked or treated as confidential.

## 2. Obligations

- a. The Employee agrees to maintain the confidentiality of the Confidential Information and to not disclose, reproduce, distribute, or otherwise make available the Confidential Information to any third party without the prior written consent of the Company.
- b. The Employee shall use the Confidential Information solely for the purpose of performing their duties for the Company and shall exercise a degree of care in protecting the Confidential Information that is at least as protective as the care the Employee uses to protect their own confidential information.
- c. The obligations in this Agreement shall continue indefinitely, regardless of the termination of the Employee's employment with the Company.

## 3. Exceptions

The obligations under this Agreement shall not apply to any Confidential Information that:

- a. Is or becomes publicly available without breach of this Agreement.
- b. Is independently developed by the Employee without the use of the Company's Confidential Information.
- c. Is disclosed pursuant to a legal requirement or court order, provided that the Employee promptly notifies the Company prior to such disclosure.

#### **4. Remedies**

Violation of this Agreement may result in immediate termination of employment and legal action. The Company may seek injunctive relief to prevent any breach or threatened breach of this Agreement, in addition to any other remedies available under law.

#### **5. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Ley Federal del Trabajo in Mexico. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the state or applicable federal courts.

#### **6. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

#### **7. Severability**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

By signing this Agreement, the Employee acknowledges that they have read, understood, and agreed to be bound by its terms.

Employee:

Name: Victor Manuel Soto

Signature:  \_\_\_\_\_

Date: 06/09/2023

DoyenX:

Name: Karen Elisa Loaiza

Signature: \_\_\_\_\_

Date: \_\_\_\_\_