

By the virtue of this Non-Disclosure Commitment (hereinafter referred to as the “Commitment”) you, as a Partner (hereinafter referred to as the “Recipient”) of Herta Security S.L. (hereinafter referred to as the “Discloser”), each a “Party” and together the “Parties”, commit to manage the relevant Confidential Information (as defined below) provided by the Discloser, according to the following:

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1. Purpose: The Parties intend to discuss a future collaboration, in the course of which it is anticipated that certain Confidential Information will be disclosed, such disclosure being made for the sole purpose of pursuing such discussion (the “Purpose”).

2. Definitions: The term “Confidential Information” shall mean information which the Discloser deems to be confidential and proprietary to Discloser or its subsidiaries or affiliates or their respective customers or suppliers or other business receptors and that is directly or indirectly disclosed to the Recipient and shall include information related to, but shall not be limited to: know how, ideas, patents, patent applications, designs, other intellectual property rights, product samples and specifications, processes, applications and any other information or data whether of technical, financial or commercial nature, such as information related to costs, prices, customers, vendors, suppliers, business partners, disclosed either in oral, written, graphic or electronic form or irrespective of the medium in which the Confidential Information is embedded or conveyed or acquired during facilities tours or meetings. Confidential Information also includes any findings, data conclusions and other pertinent information, including inventions, obtained by the Recipient on the basis of the Confidential Information, as well as information disclosed prior to the execution and delivery of this Commitment.

3. Obligation of Confidence – Limitation of Use: The Recipient acknowledges that the Confidential Information exchanged includes commercially valuable, substantial trade secrets of the Discloser, the design or development of which reflect the effort of skilled personnel and required investment of time and money, which the Discloser entrusts to the Recipient in confidence and that knowledge of all or part of the Confidential Information may constitute insider information under securities laws or yield a competitive advantage over others not having such knowledge. In consideration of the above the Recipient undertakes: **(i)** to hold strictly in confidence any and all Confidential Information and not to disclose or permit or cause the disclosure of the Confidential Information to any third party outside its organization; **(ii)** to use such Confidential Information only for the Purpose for which it was disclosed and not to otherwise use or exploit such Confidential Information for its own benefit or for the benefit of another without the prior written consent of the Discloser, and particularly not to use or allow to use the Confidential Information in such manner as to affect negatively the business of the Discloser; **(iii)** to make the Confidential Information available only to those of its employees who have a need to know and to the extent that such disclosure is reasonably necessary for the Purpose. The Recipient further agrees that it shall not give access to the Confidential Information to such employees until and unless they have been made aware of the obligations contained herein and placed under similar restrictions enforceable by the Recipient and shall be responsible for ensuring compliance with the said obligations by all such employees. The Recipient shall be liable for any breach by any of its employees of the confidentiality obligations contained in this Commitment or for misuse of the Confidential Information; **(iv)** to protect the Confidential Information with at least the same degree of care as it exercises to protect its own proprietary information of like importance, but in no event less than reasonable care; **(v)** not to cause or permit reverse engineering of the Confidential Information; **(vi)** not to copy or reproduce the Confidential Information in any form whatsoever without the prior written consent of the Discloser and in the event of consent to reproduce and include in all copies of the Confidential Information the copyright notices and proprietary legends of the Discloser (or of third parties) as they appear therein. The Recipient shall not remove any proprietary, copyright, mask works, trade secret or other legends from any form of Confidential Information; **(vii)** to promptly report to the Discloser any actual or suspected violation of the terms of this Commitment and to take all reasonable steps requested by the Discloser to prevent, control or remedy such violation.

4. Exclusions: The foregoing obligations shall not apply and the Recipient shall have no further obligation to any part of the Confidential Information: **(i)** which at the time of disclosure is in the public domain or which after disclosure becomes part of the public domain, other than by act or omission of the Recipient or; **(ii)** which the Recipient can show was legally in its possession at the time of disclosure and was not acquired directly or indirectly from the Discloser or; **(iii)** which is received legally from third parties having the right to disclose the same or; **(iv)** which is independently developed by employees of the Recipient without having referred to or made use of the Confidential Information or; **(v)** which is approved for release by written authorization of the Discloser or; **(vi)** which is required to be disclosed by law or pursuant to any competently authorized judicial or governmental request, requirement or order, provided that the Recipient gives the Discloser sufficient prior notice to contest such request, requirement or order. In the event that the Recipient shall invoke one of the above exceptions, it shall demonstrate to the Discloser that such exception is applicable before disclosing or making any use of the Confidential Information for any purpose other than the Purpose above defined.

5. Term and Termination: This Commitment shall commence on the date first set above and unless earlier terminated, shall remain valid until the Purpose has been carried out. Any Party may terminate this Commitment with or without cause, by providing fifteen (15) days' prior written notice of termination to the other Party. Upon termination or expiration hereof, the Recipient shall immediately cease use of the Confidential Information and shall, at Discloser's discretion, (i) return to the Discloser all materials in its possession that contain or reflect Confidential Information, within thirty (30) days thereafter, or (ii) certify in writing to the Discloser that all such materials have been destroyed, along with all copies thereof except one (1) copy for the purposes of monitoring compliance with the obligations set out in this Commitment.

6. Confidentiality Period: Notwithstanding the above, it is agreed by the Parties that the obligations set forth in this Commitment shall remain valid from the date of receipt of the Confidential Information and until such Confidential Information has fallen into the public domain through no fault of the Recipient, irrespective of the expiration or termination of this Commitment for any reason.

7. Ownership: The Recipient agrees that any Confidential Information of whatever nature or form received from the Discloser during the term of this Commitment shall be considered the Discloser's proprietary Confidential Information.

8. No License: Nothing contained herein shall be construed as granting to or conferring upon the Recipient any rights by license or otherwise, express or implied, under the Confidential Information or any intellectual property right of the Discloser.

9. No Warranty: All Confidential Information is being disclosed on an "as is" basis. The Discloser makes no warranty as to the value or accuracy of the Confidential Information disclosed hereunder nor does it represent or warrant that the use of any or all of the Confidential Information will ensure the achievement of specific results. The Recipient shall in all cases remain fully responsible for the proper use or implementation of the Confidential Information and the Discloser shall not be liable to the Recipient for any expenses or losses or action incurred or undertaken by Recipient in reliance upon the Confidential Information.

10. No Commitment: Nothing in this Commitment shall be construed as creating any obligation on Discloser to disclose any information whatsoever. The Parties further agree that the disclosure and receipt of the Confidential Information hereunder shall by no means be construed as creating any obligation or any expectation on each of the Parties to enter into any business relationship with the other Party, nor as creating any partnership or any legal entity between the Parties.

11. No Announcement: Any negotiations and discussions between the Parties hereto shall be maintained in strict confidence and neither Party shall issue any public announcement concerning any potential or actual business relationship between the Parties.

12. No Assignment: The Parties shall have NO right to assign this Commitment without the express prior written consent of the other Party. Notwithstanding the above, this Commitment shall inure to the benefit of and be binding upon the Parties, their successors and permitted assigns.

13. Remedies: The provisions of this Commitment are necessary for the protection of the respective business and goodwill of the Discloser and are acknowledged by the Recipient to be reasonable for such purpose. The Recipient agrees that any breach of this Commitment will cause the Discloser substantial and irreparable damages and that money damages alone would not be a sufficient remedy for any such breach, and agrees that the Discloser shall be entitled to seek injunctive or other equitable or similar relief to remedy or prevent any breach or threatened breach of this Commitment by the Recipient. Such remedy shall not be the exclusive remedy for any breach of this Commitment, but shall be in addition to all other rights and remedies available at law or in equity.

14. Governing Law: This Commitment shall be governed by the laws of Spain. Any dispute arising out of or in connection with this Commitment shall be subject to the exclusive jurisdiction of the Courts of Barcelona (Spain), to which both Parties hereby expressly submit.

15. Miscellaneous: This Commitment may only be amended by a written instrument signed by both Parties. The Parties agree that facsimile signature will have the same legal effect as original signatures and may be used as evidence of execution.