

CONFIDENTIALITY AGREEMENT

COMPANY, headquartered in the **CITY** and State of **STATE**, at Rua -----, n.--, Bairro -----, Zipcode -----, registered with Federal Tax Identification (CNPJ/MF) Number --.---.---/0001---, herein represented in accordance with its By Laws, hereinafter referred to as **Name** (“Recipient”)

[•] (“Owner”)

Definition:

For the purpose of this Agreement, confidential information shall mean financial, commercial, legal, or technical information, supplied in writing, orally or electronically, after the date hereof, including, but not limited to, drawings, documents, plans, specifications, diagrams, standards, proceedings, techniques, softwares, know-how, trade and industrial secrets, instruments, reports, studies, researches, interpretations, provisions, accounting documents, enrollments or any documents whatsoever prepared by Parties and/or its associated companies or shareholders, employees and/or advisors (“Confidential Information”)

Confidential Information shall not mean information that:

- (i) were demonstrably priory known by the Recipient;
- (ii) ceases to be considered Confidential Information by Owner’s written consent;
- (iii) are in the Recipient’s possession or become available to the Recipient on a non confidential basis from a source, other than Owner, or any of its affiliates, or its agents, representatives and employees, which is not prohibited from disclosing such portions to the Recipient by a contractual, legal or fiduciary obligation to us, or any of the Recipient’s affiliates;
- (iv) are or become generally available to the public through no fault or action by the Recipient or by its agents, representatives or employees; or
- (v) were demonstrably disclosed by third parties, with no similar restrictions.

The Recipient ensures that the Confidential Information shall be disclosed only to its officers, executives, employees, advisors, representatives, or agents who need to have full access and knowledge of such information, exclusively in order to analyze the Business. Additionally, the Confidential Information shall be supplied to natural persons, or legal entities, who have been duly authorized in



writing by Owner, although the Recipient shall be liable for inappropriate use of the Confidential Information by such persons.

In case the Confidential Information are disclosed in order to meet a court order or a competent authority requirement, the Recipient undertakes to notify Owner, immediately, in writing, about such information disclosure, and shall exert its best efforts to disclose the information only to the extent required to comply with such order or requirement

If the Parties decide not to carry on the Business development, the Confidential Information supplied shall be immediately returned to Owner, including the documents drafted by the Recipient and/or any of its associated companies, shareholders, employees and/or advisors, that contain the Confidential Information.

The failure to comply with the covenants hereto shall constitute the right to indemnification to the guiltless party whose value shall be judicially defined.

Any notice or other communications to the Parties related to any aspect of this Agreement or to the Business shall be given in writing and (i) delivered in person, under protocol; (ii) sent by the registered post service; or (iii) by facsimile or e-mail, under confirmation of receipt.

This Agreement shall be governed by the laws of the Federative Republic of Brazil and shall be effective for 2 (two) years from the date hereto, and shall be extended through prior and mutual agreement, between the Parties.

The Parties herein appoint the Courts of the City of Curitiba, State of Paraná, Brazil, as the only competent Court to settle any dispute stemming from this Agreement, with the exclusion of any other one, no matter how privileged it may be.

In accordance with the terms hereto, we request a duplicate of this Agreement duly signed.

City, date

RECIPIENT

OWNER

