By AppFutura

Non-Disclosure Agreement about the Project

This non-disclosure agreement ("Agreement"), dated as of the submission time in the electronic form below is made between the user of the AppFutura site who is the provider of the professional services ("Developer") and the user of such developer services ("Client").

The parties contemplate that each party will be disclosing confidential information to the other. This Agreement sets forth the terms and conditions which will govern the parties' disclosure of confidential information to each other.

For mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the Client agree as follows:

1 **Definitions.**

1.1 "Affiliate" means a Person that directly or indirectly through one or more intermediaries, Controls, or is controlled by, or is in common Control with, the person specified.

1.2 "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, through members of the board of directors or otherwise.

1.3 "Receiving Party" means the party receiving the Confidential Information.

1.4 "Disclosing Party" means the party disclosing its Confidential Information.

1.5 "Confidential Information" means information disclosed to the Receiving Party by the Disclosing Party or its Agents either orally or in writing that includes, but is not limited to, financial statements, contracts, customers list, corporate documents, business plans, business concepts, financial projections, e-commerce proposals and passwords, and more generally any information related to the business of the Disclosing Party, that the Disclosing Party, including all of its affiliates, subsidiaries and officers, directors, and agents and employees, provides to the Receiving Party. Confidential Information does not include information which: (a) is or becomes generally known or available by publication or otherwise; (b) is disclosed by the Disclosing Party to third parties without restrictions on disclosure; (c) is developed independently by the Receiving Party without reference to the Disclosing Party's materials or information; (d) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; or (e) was already known by the Receiving Party prior to receipt from the Disclosing Party.

1.6 "Agents" means a party's agents, employees and persons retained and engaged by it.

2 **Use and Protection of the Confidential Information.**

2.1 Both parties agree that the Confidential Information will be used solely for the purpose of evaluating and provides the professional services by the Developer (hereafter, the "Services") and that such information will be kept confidential by both parties and their Agent provided, however, that any of such information may be disclosed by either party to Agents who need to know such information for the purpose set forth herein (it being understood that such Agents shall be informed by the parties of the confidential nature of such information, and shall be directed by the parties to treat such information confidentially). Each party agrees to be liable to the other party for any breach of this Agreement by its Agents.

2.2 Both parties shall use reasonable means to safeguard and keep confidential the Confidential Information and to not, without prior written consent of either party, disclose the Confidential Information in any manner, in whole or in part, or use the Confidential Information except for the purpose set forth herein. In the event that the Receiving Party of the Confidential Information or its Agents become legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will use its best efforts to promptly notify the Disclosing Party and to provide reasonable cooperation to the Disclosing Party in connection with the Disclosing Party's efforts to lawfully avoid or limit disclosure and preserve the confidentiality of the Confidential Information in such circumstances.

3 **Ownership; No Warranty.**

3.1 All Confidential Information is and shall remain the property of the Disclosing Party. Nothing herein shall be construed as granting or conferring any rights by license or otherwise in the Confidential Information except as expressly provided herein. Neither party makes any warranty, express or

implied, as to any Confidential Information that it may provide hereunder.

4   Time Limitations.

4.1 This Agreement will apply only to disclosures made within 12 months. However, the obligations hereunder with respect to any disclosure made within that period will continue indefinitely thereafter in accordance with the provisions of this Agreement.

5   Return and Destruction.

5.1 The Receiving Party agrees, upon termination of the Services or any time upon the Disclosing Party's request, to immediately return to the Disclosing Party or destroy, as such party may direct, all tangible materials within its possession, custody or control containing or reflecting any portion of the Confidential Information and shall make no further use of the Confidential Information.

6   No Obligation.

6.1 Each party acknowledges and agrees that the other party reserves the right, in its full and absolute discretion to reject any or all proposals and to terminate Services and negotiations with respect to the subject matter of the Services at any time.

7   Remedies.

7.1 Both parties acknowledge and agree that a violation of the terms of this Agreement would cause irreparable harm to the other party, and that the other party's remedy at law for any such violation would be inadequate. In recognition of the foregoing, both parties agree that, in addition to any other relief afforded by law, including damages sustained by a breach of this Agreement and without any necessity of proof of actual damage, the other party shall have the right to enforce this Agreement by specific remedies, which shall include, among other things, temporary and permanent injunctions.

8   Miscellaneous.

8.1 This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all earlier oral or written agreements. This Agreement shall be governed by and construed in accordance with the law of Spain and shall not be amended except by a written agreement between the parties. Failure of a party to enforce its rights on one occasion will not result in a waiver of those rights on any other occasion. This Agreement will be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Agreed to by the Client

_____

By: Client

Date:_____

Agreed to by the Developer

_____

By: Developer

Date:_____