1. **BACKGROUND:**
2. **FOUNDERS GROUP WORDWIDE; 21 MILLIONS, LIMITADA DE CAPITAL VARIABLE; 21 MILLIONS, LTDA. DE C.V.; 21 MILLION INVESTORS Y COMPAÑIA, SOCIEDAD EN COMANDITA POR ACCIONES DE CAPITAL VARIABLE**; **21 MILLION INVESTORS Y CIA., S. EN C. DE C.V.** and any of its affiliates, legal representatives, directors, managers, shareholders, partners, employees, suppliers, contractors, subcontractors and/or projects in which it acts directly or indirectly financed to third parties, hereinafter jointly referred to as "**21 MILLIONS**", "**FGW**" or the “**REVEALER**” “**REVEALING PARTY**” or "**DISCLOSING PARTY**", are a corporation whose principal activities include, but are not limited to, the realization of all kinds of investments in national or foreign companies, including any kind of investment funds, especially venture capital funds, and projects of all kinds, which are mainly engaged in technology development activities or which otherwise act as investors in such activities, with full capacity to participate or be linked to such companies as a shareholder, partner or associate.
3. The subscribers and/or users, whether directly or indirectly through third parties, may hereinafter be referred to as “**RECIPIENT**”, "**RECEIVING PARTY**" or "**RECEIVER**". They are those persons who have obtained a subscription of any kind to the services and benefits offered by 21 MILLIONS, and who have obtained their subscription by electronic means, electromagnetic means and/or any other means.
4. Which may be jointly referred to as "**THE PARTIES**".
5. **OBJECT:** The purpose of this Agreement is to establish the guidelines applicable to the exchange of "CONFIDENTIAL INFORMATION" that the RECEIVER has access to by virtue of the subscription to the services offered by 21 MILLIONS, through which the RECEIVER has or may have access to confidential information that is exclusive property of 21 MILLIONS, subject to the terms of this AGREEMENT, unless it has been exempted in some way in the AGREEMENT.

Therefore, by virtue of this AGREEMENT, the RECIPIENT agrees not to disclose, divulge, exhibit, show, communicate, use and/or employ the confidential information with any natural or legal person, in its favor or in favor of third parties, that it receives or to which it has access in any other way, belonging to 21 MILLIONS, and consequently is obliged to keep it confidential and private and to protect such information to avoid its unauthorized disclosure, exercising the same degree of diligence over it as it uses to protect confidential information of its property. The “Confidential Information" includes, without this description being considered limiting or exhaustive, the following:

1. Information related to "Intellectual Property" of 21 MILLIONS that refers, without limitation, to information related to research, development, discovery, improvements, procedures, specifications, notes, trademarks, other distinctive signs, inventions, creations, utility models, industrial designs, drawings, plans, patents, copyrights, industrial or commercial secrets, or any other information related to intellectual property susceptible of approval or economic use.
2. All information related to 21 MILLIONS, its subsidiaries, projects and/or affiliates related to secrets or information, analysis, complications, studies, operations, services, rates, costs, prices, quantitative information and sales margins, sales techniques, controls, procedures, productive processes, methods, internal procedures, and of any kind, lists of national and international customers, suppliers, potential customers, distributors, strategic allies and representatives, statistical information regarding the business, process statistics, marketing data, internal activities and preparation of inputs, accounting, financial, commercial, fiscal, tax and legal information; information regarding commercial and labor relations; as well as other documents derived from or related to 21 MILLIONS' activities.
3. All information, but not limited to, for example, Founders Group Worldwide's personal telephone numbers and home address(es), their social activities and relationships, information regarding current and/or planned travel, vacations, lifestyle, recreational activities and personal relationships and habits, the names, addresses and telephone numbers of their personal friends and their business activities. In addition, all correspondence, notes, photographs and other documents received or made by me or made available to me during my subscription in connection with Founders Group Worldwide or the affairs of Founders Group Worldwide are the property of Founders Group Worldwide.
4. Any contract or license of use, type of technology, computer programs owned by 21 MILLIONS or a third party used with the corresponding license, network design needs, designs, information and data, research, methods, process, process diagrams, systems, formulas, formulations, instruments, procedures, ideas, inventions, creations, concepts, computer programs in various states of development and their related documentation.
5. Likewise, "CONFIDENTIAL INFORMATION" shall be understood as any current or future information that, due to its characteristics, means to 21 MILLIONS related companies, their subsidiaries, projects and/or affiliates, to obtain and maintain a competitive or economic advantage over third parties in the performance of commercial activities and with respect to which they have adopted the necessary means or systems to preserve its confidentiality and restricted access.
6. The information may be verbal, written or electronic, embodied or not in a tangible medium, currently known or not, that is provided as part of the negotiation of the commercial relationship or business being conducted.
7. **OWNERSHIP OF THE INFORMATION:** The RECEIVER acknowledges that the "CONFIDENTIAL INFORMATION" provided to him/her is the exclusive property of 21 MILLIONS and may not be disclosed to third parties without prior authorization or consent of 21 MILLIONS, unless it is done on request.

Under no circumstances shall it be understood that the "CONFIDENTIAL INFORMATION" delivered by 21 MILLIONS is the property of both, or that by virtue of the celebration of this contract there is any type of representation between the PARTIES. In this sense, 21 MILLIONS shall have the right to demand at any time that the "CONFIDENTIAL INFORMATION" be destroyed or returned, regardless of whether the "CONFIDENTIAL INFORMATION" has been delivered or disclosed before or after the celebration of this contract.

1. **CONFIDENTIAL INFORMATION:** For the pertinent legal purposes, "Confidential Information" provided in this agreement refers to all the information that has been delivered by 21 MILLIONS and its personnel to the RECIPIENT, directly or indirectly, and by any means, that has relation to Intellectual Property, industrial or commercial secrets, technical, financial and commercial information, as well as plans and projects of 21 MILLIONS, including but not limited to business information that would reasonably be expected to be kept confidential in order to obtain and maintain a competitive or economic advantage over third parties in the performance of commercial activities and with respect to which they have adopted the necessary means or systems to preserve its confidentiality and restricted access to it, and whose disclosure could affect 21 MILLIONS' competitiveness in relation to other companies of the same nature or cause a direct or indirect loss of income.

21 MILLIONS has acquired and may acquire confidentiality obligations with its customers, suppliers and with other companies with which it maintains commercial relations due to its line of business, all of which are part of the confidential information referred to in this agreement.

1. **INFORMATION MANAGEMENT:**
2. 21 MILLIONS has taken the necessary precautions to keep the CONFIDENTIAL INFORMATION in secure locations, restrict its access and limit its disclosure only to those persons who need to know it indispensably for the performance of their duties or the fulfillment of a business relationship.
3. THE PARTIES agree that any information, which 21 MILLIONS grants to the RECIPIENT or any information that is created during this Agreement, will be kept in strict confidentiality, including documents subscribed and communications exchanged between both parties, which will be used solely and exclusively to enter into the negotiation of a possible project or venture capital investment.
4. In the event that any authority, whether administrative or judicial, requests the "CONFIDENTIAL INFORMATION" from the RECEIVER, the latter must immediately notify 21 MILLIONS so that he/she may take the measures it deems pertinent. Likewise, the RECIPIENT undertakes to provide only the "CONFIDENTIAL INFORMATION" that has been expressly requested, making its best effort so that in the event that the authority has not specified the type of information required, it will seek to define it with the objective of affecting as little as possible the obligation of not disclosing the "CONFIDENTIAL INFORMATION".
5. **OBLIGATIONS OF THE RECIPIENT:** It is hereby obligated to:
6. To maintain all information in strict confidentiality and to use such confidential information for the purposes for which 21 MILLIONS has provided it. The RECIPIENT agrees not to duplicate, reproduce or in any way make copies of the "CONFIDENTIAL INFORMATION" without the prior written consent of 21 MILLIONS.
7. Request authorization from 21 MILLIONS before publishing or disseminating any material in any activity which tends to disclose information belonging to 21 MILLIONS by the RECIPIENT. Such authorization must be in writing.
8. Refrain from using confidential information for their own or third parties' purposes, or from disclosing it without just cause and without the consent of the owner of the information.
9. The RECIPIENT undertakes to keep this document and especially all confidential information and documentation received, in strict confidentiality and reserve, under penalty of indemnifying 21 MILLIONS for all damages caused by its non-compliance.
10. Report that any other shareholder, investor, employee, manager, director, contractor, subcontractor and/or any person belonging to Founders Group Worldwide, its affiliates and/or subsidiaries intends to disclose or has disclosed any matter that I have promised not to disclose, under the same conditions of this agreement, which shall be immediately communicated to Founders Group Worldwide.
11. **TERM:** The obligation of confidentiality and non-disclosure of confidential information shall be in force during the period of the contractual relationship between the parties and for a period of FIVE YEARS after the termination of the same. Any information disclosed by the **RECIPIENT** shall pay the conventional penalty established in paragraph IX of this contract, in addition to answering and indemnifying 21 MILLIONS for the damages that such disclosure may caus.
12. **COMMITMENT:** The RECIPIENT undertakes not to disclose, reproduce or use the confidential information owned by 21 MILLIONS for his/her own benefit or that of third parties, and assumes the obligation not to place him/herself in a situation of Conflict of Interest.

In this sense, the RECIPIENT undertakes not to provide services to a related entity for a period of FIVE YEARS, after the termination of the contractual relationship, which may involve violation of industrial or commercial secrets, disclosure of confidential information, as well as to participate in activities that could directly or indirectly affect 21 MILLIONS.

1. **CONSEQUENCES FOR NON-COMPLIANCE:** The breach of any of the obligations undertaken and violation of the terms of this AGREEMENT is a serious offense and will involve:
2. THE RECIPIENT shall pay, upon demand of 21 MILLIONS, a minimum conventional penalty of **TEN THOUSAND UNITED STATES DOLLARS**, for which the parties agree that this document shall be enforceable. For its part, in this act, the RECIPIENT hereby accepts the obligations stipulated in this clause and assumes with seriousness its compliance, understanding the sensitivity of the commitment it assumes. It is understood between THE PARTIES that the payment of the conventional penalty does not put an end to the obligations of confidentiality and non-competition agreed upon in this contract.
3. The applicable criminal liability, when its actions or omissions are qualified as a crime, including but not limited to incurring in activities detailed in this document and that are covered by the laws of the Republic of El Salvador and/or the legislation of the State of Florida of the United States of America, mainly those related to commercial infidelity and disclosure of industrial secrets.
4. The payment of legal and/or judicial costs and expenses arising from any legal action brought in the competent courts and any other costs incurred in any legal action due to the violation of any of the terms of this AGREEMENT.
5. **RETURN OF INFORMATION:** All written, printed, electronically stored or other tangible documents or materials made available to the RECIPIENT or prepared by the RECIPIENT that contain Confidential Information, and therefore all its copies, shall remain the property of 21 MILLIONS, and upon termination of the contractual relationship, shall be delivered to 21 MILLIONS in accordance with the "Notifications" clause of this contract, or all electronic information held shall be deleted, which may be corroborated by a Notary Public delegated by 21 MILLIONS.
6. **APPLICABLE LAW AND DISPUTES:** THE PARTIES agree that any controversy or claim arising out of or relating to the performance and/or interpretation of this AGREEMENT shall be settled directly between THE PARTIES or through conciliation within thirty (30) days from the date one of THE PARTIES notifies the other of the controversy and/or dispute, and shall be settled amicably, by direct agreement. In the event that the settlement is not reached by such means, all disputes arising out of or in connection with this contract shall be settled by confidential arbitration. The arbitration shall be conducted in accordance with the laws of Florida and/or under the laws of the Republic of El Salvador. In the latter case, the arbitration procedure shall be conducted in accordance with the rules set forth in the Mediation, Conciliation and Arbitration Law.

By accepting arbitration, the RECIPIENT acknowledges that it waives the right, if any, to a trial before a judge or jury and that there is no right to appeal the arbitration award.

In the event of litigation in connection with this AGREEMENT, and it is determined that the RECIPIENT or any legal or juridical person for whom the RECIPIENT is legally responsible has violated the terms of this AGREEMENT, the RECIPIENT shall be obligated to pay damages, costs and legal expenses incurred in connection with any such violation, without prejudice to any criminal liability that may be incurred.

1. **INTEGRAL AGREEMENT:** The PARTIES agree to be bound by the terms and conditions of this contract, leaving without effect any other negotiation, obligation or communication between them, whether verbal or written or contained in any electronic or magnetic media that has been previously entered into or issued in connection with the subject matter of this contract.
2. **MODIFICATIONS AND NON-ASSIGNMENT:** This AGREEMENT may not be amended or modified except only in writing and signed by both parties. This AGREEMENT shall be binding upon THE PARTIES hereunder and their successors in business.
3. **NULLITY:** In the event that any provision of this agreement shall be illegal, invalid or unenforceable, the remaining provisions of this agreement shall not be affected or impaired by such termination and shall be deemed to be in full force and effect, notwithstanding the invalid content.
4. **NOTIFICATIONS:** Any information, request or approval related to this AGREEMENT must be formalized in writing.
5. **ACCEPTANCE:** The RECEIVER, understands, understands and accepts the content of this document which is legal and binding, which generates obligations and responsibilities. Therefore, he/she freely and voluntarily accepts the imposition of said obligations of each of the clauses.