MUTUAL NON-DISCLOSURE AGREEMENT

Executed in _____, on _____, _____, by and between:

MANEGIT, Argentine tax ID (CUIT) 30-71651791-4, domiciled at Bernardo de Irigoyen 3918, 1st floor, Mar del Plata, Province of Buenos Aires, Argentina, represented herein by _____, as _____ ("Manegit"); and

_____, tax or ID number _____, domiciled at _____, represented herein by _____, as _____ (the "Counterparty");

together "the Parties", and each a "Disclosing Party" or "Receiving Party" as the case may be, who agree as follows:

1. Purpose. The Parties will exchange information to evaluate a potential business relationship, which may include operating areas of the Counterparty's company, a management agreement, a partnership, a joint venture, an investment or the provision of services by the companies of the Manegit group (the "Purpose"). This agreement governs how that information is protected.

2. Confidential Information. Any information that one Party shares with the other, orally, in writing, digitally or by any other means, before or after signing, in connection with the Purpose. It includes, among others: financial, accounting, tax and banking data; customers, suppliers, prices and margins; processes, methods, systems, software, access credentials and technical documentation; business, succession and family plans; information about shareholders, partners, employees and the owning family; and the very fact that the Parties are in discussions.

3. Exclusions. Confidential Information does not include information that the Receiving Party can show: (a) was or becomes public without breach of this agreement; (b) was lawfully known to it before receipt; (c) was received from a third party entitled to share it; or (d) was independently developed without use of the information received.

4. Obligations of the Receiving Party. (a) Use the Confidential Information solely for the Purpose. (b) Not disclose it to third parties without the prior written consent of the Disclosing Party. (c) Share it only with its partners, directors, employees and professional advisors (accountants, lawyers, notaries) and, in Manegit's case, with the companies of its group, who need to know it for the Purpose and are bound by confidentiality obligations at least as protective as those of this agreement. The Receiving Party is liable for any breach by such persons. (d) Protect it with at least the same degree of care it uses for its own confidential information, and never less than reasonable care.

5. Legal requirement. If a judicial or administrative authority requires disclosure of Confidential Information, the Receiving Party may disclose it to the extent strictly required, giving prior notice to the other Party, where legally permitted, so that it may protect its rights.

6. Personal data. If the Confidential Information includes personal data, the Parties shall process it in accordance with Argentine Personal Data Protection Law No. 25,326 and related regulations, solely for the Purpose.

7. Return or destruction. Upon the other Party's request, or if the Parties decide not to proceed, the Receiving Party shall return or destroy the Confidential Information, including copies, within 15 days and confirm it in writing. It may keep one copy where required by law, which remains subject to this agreement.

8. No license, no obligation to contract. This agreement grants no ownership, license or interest in the Confidential Information. Nor does it oblige either Party to enter into any further agreement; any business relationship shall be governed by the specific agreement the Parties sign.

9. Non-solicitation. During the term of this agreement and for 12 months thereafter, neither Party shall hire or attempt to hire employees of the other Party whom it met through the Purpose, unless agreed in writing.

10. Term. This agreement is effective from signing for 2 years. The confidentiality obligation survives for 3 years after termination, or for as long as the information remains secret in the case of trade secrets.

11. Breach. A breach entitles the affected Party to claim the corresponding damages and to seek the court orders necessary to prevent or stop the disclosure.

12. Signature. This agreement may be signed on paper, with a digital signature or with an electronic signature, in accordance with Argentine Law No. 25,506 and the Argentine Civil and Commercial Code. Signed and scanned copies have the same value as the original.

13. Governing law and jurisdiction. This agreement is governed by the laws of the Argentine Republic. Any dispute shall be submitted to the ordinary courts of the city of Mar del Plata, Province of Buenos Aires, Argentina, waiving any other jurisdiction.

14. Addresses and notices. The Parties establish their addresses as stated above and accept as valid notices sent to the following email addresses. Manegit: info@manegit.com. Counterparty: _____.

In witness whereof, two counterparts of the same tenor and effect are signed. In case of discrepancy with the Spanish version, the Spanish version shall prevail.

For Manegit	**For the Counterparty**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____