**INFORMATION CONFIDENTIALITY AGREEMENT, SIGNED BETWEEN SUPPLIER AND COMPANY**

**Law 13.709/2018**

**PREMISES:**

1. In order to ensure the good and faithful performance of Mangotex's (COMPANY) activities, it is necessary to provide data and information.
2. Customers and suppliers provide information to the COMPANY under confidentiality agreements that require that such information be kept for the sole purpose of use provided for in these agreements.
3. THE COMPANY has technology agreements with other companies.
4. The current provisions of the General Personal Data Protection Law, Law No. 13,709/2018, both in relation to Mangotex data and third-party data.
5. This term covers the entire context of the document “Personal Data Processing Policy for Suppliers and Partners”.

**CLAUSE ONE – PURPOSE**

The purpose of this term is the protection of CONFIDENTIAL INFORMATION made available by Industrias Mangotex Ltda. (COMPANY), due to the partnership relationship developed with the SUPPLIER.

**CLAUSE TWO – DEFINITIONS OF COMMITMENT AND CONFIDENTIALITY, AND CONSIDERATIONS ON CONFIDENTIALITY**

All information obtained through the partnership relationship between COMPANY and SUPPLIER and related to projects, specifications, operation, organization or performance of business activities in general are considered CONFIDENTIAL AND CONFIDENTIAL.

**PARAGRAPH ONE**: For the purposes of this term, any and all information, patented or not, of a technical, operational, commercial, legal nature, know-how, inventions, processes, formulas and designs, patentable or not, business plans, accounting methods, accumulated techniques and experiences, documents, contracts, papers, studies, opinions and research to which the SUPPLIER has access will be considered.:

a) by any physical means (express documents, manuscripts, facsimile, electronic messages (email), photographs, etc.);

b) in any form recorded on electronic media (pen drive, CDs, floppy disks, etc.);

c) orally.

**SECOND PARAGRAPH**: In this sense, this confidentiality and integrity system also includes, but is not limited to, product designs, manufacturing and/or inspection processes, technical or quantitative and commercial reports, approval reports, resistance and/or fatigue tests, try-out tests of machines, equipment, tools or devices, performed internally or externally, *know-how*, techniques, design, specifications, copies, formulas, models, flowcharts, samples, photographs, blueprints, computer programs, contracts, business plans, processes, projects, product concepts, customers, names of resellers and/or distributors, prices, costs, definitions and market information, inventions and ideas, technical, financial or commercial information.

**CLAUSE THREE – LIABILITY**

The SUPPLIER undertakes to maintain confidentiality and not to use such confidential information to which it has access to generate benefits for its own benefit or that of others, present or future.

**SOLE PARAGRAPH:** Confidential information entrusted to the SUPPLIER may only be disclosed to third parties with the prior written consent of the COMPANY, or in the event of a court order, in which case the SUPPLIER must immediately inform the COMPANY in writing so that it may seek to prevent and eliminate the obligation to disclose the information.

**CLAUSE FOUR – NON-CONFIDENTIAL INFORMATION**

The following information is not considered confidential:

a) already available to the general public through no fault of the company;

b) which are no longer treated as confidential by the company.

**CLAUSE FIVE – OBLIGATIONS**

The SUPPLIER must:

I) use such information only for the purpose of faithfully and properly fulfilling the COMPANY's purposes;

II) protect the confidential information disclosed to it, using the same degree of care used to protect its own confidential information;

III) maintain appropriate administrative procedures to prevent the misplacement or loss of any confidential documents or information, and must immediately notify the COMPANY of any incidents of this nature, which shall not exclude its liability.

**PARAGRAPH ONE:** The SUPPLIER is hereby prohibited from producing copies or backups, by any means or form, of any of the documents provided to it or documents that have come to its knowledge by virtue of the commercial relationship.

**PARAGRAPH TWO:** The SUPPLIER must return all documents provided to it, including any copies that may be necessary, in their entirety on the date stipulated by the COMPANY for delivery, or when it is no longer necessary to maintain the confidential information, undertaking not to retain any reproductions, copies or second copies, under penalty of incurring the liabilities provided for in this instrument.

**PARAGRAPH THREE:** The SUPPLIER must destroy any and all documents produced by it that contain confidential information of the company, when it is no longer necessary to maintain such confidential information, undertaking not to retain any reproductions, under penalty of incurring the liabilities provided for in this instrument.

**CLAUSE SIX - SPECIAL PROVISIONS**

By signing this instrument, the SUPPLIER acknowledges and agrees to the following:

I) all conditions, terms and obligations herein established shall be governed by this Agreement, as well as by the relevant Brazilian legislation and regulations, including, but not limited to, the provisions of the general data protection law, Law 13.709/2018;

II) this agreement may only be changed by entering into a new, subsequent and additional agreement;

III) changes to the number, nature and quantity of confidential information made available by the COMPANY shall not alter or reduce the commitment or obligations agreed upon in this Confidentiality and Secrecy Agreement, which shall remain valid and with all its legal effects in any of the situations typified in this instrument; IV) any addition, completion, replacement or clarification of any confidential information made available to the SUPPLIER, due to the present objective, will be incorporated into this Agreement, becoming an integral part thereof, for all intents and purposes, also receiving the same protection described for the initial information made available, and in these cases, it is not necessary to sign or formalize an addendum.

V) All work developed by the SUPPLIER for the COMPANY, as well as the information provided for its development, are the exclusive property of the latter, and may not be used outside the company.

**CLAUSE EIGHT – VALIDITY**

This confidentiality and secrecy agreement shall be fully valid for an indefinite period, starting from the date of its effective signature by the parties, and the confidentiality and secrecy obligations assumed shall remain valid after the end of the term of validity stipulated above, and even after the end of the commercial relationship.

**CLAUSE NINE – PENALTIES**

Failure to comply with any of the confidentiality provisions established in this instrument shall subject the offending SUPPLIER, as well as the agent causing or facilitating the breach, by action or omission of any of those related in this Agreement, to the payment or reimbursement of all losses and damages, material and moral, lost profits, proven by the company, as well as applicable civil and criminal liability, which shall be determined in regular judicial or administrative proceedings.

**CLAUSE TEN – JURISDICTION**

The competent court to settle any doubts or controversies resulting from the execution of this Contract Instrument is the District of Itu, State of São Paulo, if they are not resolved administratively.

And in agreement, the Parties sign this Agreement in 02 (two) copies of equal content and form, in the presence of two witnesses. I also declare that I have received, read and understood the Personal Data Processing Policy for Suppliers and Partners, and that I agree with it.

Itu, \_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SUPPLIER INDÚSTRIAS MANGOTEX