



GLAMOUX

Lifestyle | Events | Concierge | Travel | Golden Visa | Off-Markets Procurement

Non-Disclosure, Non-Circumvention, Non-Seizure Of Information, Non-Usurpation, Non-Competition, And Bilateral Confidentiality Agreement

The purpose of this Document and Agreement is associated with a bond and legal protection and the safeguarding of interests of both parties, being written in English, if you deem it necessary, you can request a signed and stamped copy via email to info@glamoux.com.

This document comprises simultaneously a Non-Disclosure, Non-Circumvention, Non-Seizure Of Information, Non-Usurpation, Non-Competition And Bilateral Confidentiality Agreement, being effective as of the moment it is received by and the parties, being prepared for by and between Glamoux Portugal, and THE CLUB by Glamoux, being that Glamoux Portugal and THE CLUB by Glamoux is/are the commercial name(s) utilized by Glamoux Portugal Unipessoal Lda for the purpose of commercialization of its Lifestyle Management, Travel Advisory, Event organization, General services reservations on behalf of The Client like (but not limited to): Air Sea And Land Transportation, Accommodation, Entertainment, Shopping and Private Shopping, Conciergerie, Sourcing and/or Procurement and/or Business Intermediation and/or Negotiation, and/or any other services requested and/or agreed by the parties, and/or introduced by Glamoux to The Client, solely or in association with its suppliers, partners and representatives, being Glamoux Portugal a company registered in Portugal (No: PT514500414), whose offices are located at Rua Martins Sarmiento n° 202 6A, 4710-406 in Braga Portugal, represented by Ms. Alexandra Machado and/or Mr. Bruno Peralta personally; individually or collectively, and on behalf of any/all/other affiliated companies, or agents and/or representatives and/or suppliers and/or partners of the above organization(s), hereinafter referred to as: Glamoux and/or Party A and/or The Company, and the person interested in consulting this document and its content, hereinafter referred to as: The Client and/or Party B and/or The Confidant and/or The Partner and/or The Supplier.

WHEREAS Party A and the Party B, hereinafter known as the "Parties", have an interest in participating in discussions wherein either Party may share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and,

WHEREAS the Parties agree that Confidential Information of a Party may include - but not be limited to - that Party's: (1) Name, personal details, purchased products; assets or services and/or manifestation of interest to do so directly and/or indirectly and/or on behalf of its clients and/or partners, and/or services and/or quotations for services and/or any other(s) presented to The Client or the Partner by Glamoux, being those directly and/or by affiliated companies, and/or agents and/or representatives and/or suppliers and/or partners, and/or business plans, and/or methods, and/or practices; (2) personnel, and/or customers, and/or leads and or client(s) prospect(s), and/or suppliers; (3) travel itineraries and/or experiences, inventions, and/or processes, and/or methods, and/or products, and/or patent(s) and/or applications, and/or other proprietary rights; or (4) specifications, and/or drawings, and/or sketches, and/or models, and/or samples, and/or tools, and/or computer programs, and/or technical information, and/or services as any other related information being it personal or otherwise.

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence being that both parties agree that any and all information shared and/or exchanged between the parties is considered to be Confidential Information. Such notification can be made orally, in presence and/or by Phone Call and/or by Video Call, by e-mail or written correspondence, or via other means of communication as might be appropriate such as electronic platforms like - but not limited to - Whatsapp, Telegram, Signal, Zoom, Skype and/or any other.

1.1 The parties to this Agreement desire to engage in discussions regarding present and/or potential future business relationships being it as partners and/or a supplier-client and/or vice-versa relation. This Agreement combines a Non-Disclosure, Non-Circumvention, Non-Seizure Of Information, Non-Usurpation, Non-Competition And Bilateral Confidentiality Agreement.

2. The parties intend to engage in substantive discussions with a view to providing its own and/or third parties services and/or collaborating in partnership and/or sharing of confidential information regarding services request and/or quotation requests, and/or certain new and/or useful present or future business opportunities, trade secrets, business entity formation and/or structuring, tax planning, partnership(s) and/or Joint venture(s).

2.1 In connection with these discussions, it may be necessary and/or desirable for the Company to provide The Client and/or The Partner with, and/or allow access to, proprietary, and/or technical, partners and/or suppliers details, and/or business data, and/or other confidential information, and/or details of business opportunities, its partners, and/or representatives, and/or suppliers, and/or clients being that under no circumstances will Party B contact Party A sources and/or partners, and/or suppliers, and/or clients as well as any other shared information and/or intervenient(s) and/or details with Party B by Party A, whether for requesting the same and/or other services, quotes, availabilities, (collectively the "Confidential Information") which alone or together, may represent a significant financial and/or reputational loss for Glamoux. Therefore, the Confidant, individually and on behalf of those he/she/it/they represent, agree that he/she/it/they are under an obligation of Non-Disclosure, Non-Circumvention, Non-Seizure Of Information, Non-Usurpation, Non-Competition And Bilateral Confidentiality.



GLAMOUX

Lifestyle | Events | Concierge | Travel | Golden Visa | Off-Markets Procurement

Non-Disclosure, Non-Circumvention, Non-Seizure Of Information, Non-Usurpation, Non-Competition, And Bilateral Confidentiality Agreement

2.2 By this document, the Company assumes, and The Client and/or the Partner hereby accepts, that the Company Confidential Information has a significant commercial value that would be diminished by unauthorized disclosure and Circumvention. Accordingly, the commitments of confidentiality in this Agreement are a condition to The Client's willingness to engage in the contemplated business and/or services acquisition(s) and/or reservation(s) discussion(s) and planning. The Client agrees that he/she/it/they shall not use any advantages derivable from such information in its own business or affairs unless the same is done pursuant to a new agreement with all other parties to this document. Each party shall be held responsible and liable in case of a breach of this Agreement both in their professional and personal capacity.

3. The Parties agree that the Non-Disclosure, Non-Circumvention, Non-Seizure Of Information, Non-Usurpation, Non-Competition And Bilateral Confidentiality Agreement for their own benefit or that of a third parties provisions of this Agreement are an essential and material part of the total agreement, whereby the Confidant agrees that he/she/it/they must not use any advantages derived from such confidential information in its own affairs and/or cannot disclose any personal, and/or institutional, and/or commercial and/or other information and/or details and/or data in accordance with the precepts of a commonly called Confidentiality Agreement, nor carry out any action such as - but not limited to - contacting partners and/or suppliers and/or any other third parties in order to obtain commercial or any other advantage that could lead to financial and/or reputation and/or other losses and/or damages, nor can he/she/it/they benefit from Confidential Information in a way that gives he/she/it/they an advantage and/or benefit, unless it is done under a new and signed agreement by all Parties stated in this document, committing under honor to not take advantage of any information contained herein for its own benefit, be it financial or otherwise, and agree that non-compliance may lead to compensation and/or restitution in order to compensate any losses.

4. **Obligation of Confidentiality** - The Confidant agrees that when receipt of any Confidential Information has occurred:
- The Confidant shall not disclose or communicate Confidential Information to any third party, except as herein provided. Confidant shall protect such information from disclosure by reasonable means, including but not limited to at least the same minimal level of security that Confidant uses for its most crucial proprietary and trade secret information.
 - Confidant shall reasonably protect the Confidential Information with not less than the same degree of care exercised by its own personnel to protect its own, or publication of its own, most valuable confidential and proprietary information.
 - The Company shall permit access to its Confidential Information to the Confidant's agents or employees or third parties only if such disclosure is reasonably believed to be necessary to the purposes of the Confidant evaluating, contemplating, recommending, or engaging in any program or service offered by the Company or for the purpose of entering into a business relationship with the Company, and only if said agents, employees, or third parties:
 - reasonably require access to the Confidential Information for purposes approved by this Agreement, and
 - have been apprised of this Agreement and the Confidant's obligations to maintain the trade secret status of Confidential Information and to restrict its use as provided by this Agreement.

5. **Obligation of Non-Competition**

- The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Confidant agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all parties to this document.
- In the unlikely event that a Client and/or Partner of the Company contacts the Partner and/or Supplier regarding a business opportunity and/or any other service or acquisition of an asset for which the Company has already consulted the Partner and/or supplier regarding - but not limited to - quotations and/or availability, of - but not limited to - an asset or a service, and for which it is manifestly easy to identify that it is the same client and/or Partner about which the Company has inquired the Partner and/or Supplier about - but not limited to - a quotation, and/or budget, and/or availability, and/or provision of a service, and/or acquisition of an asset and/or article, The partner and/or The supplier agrees that the Company must be compensated and therefore receive the respective commission and/or compensation for losses.

6. **Non-Circumvention**

- The Confidant hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment of profits, and/or fees and/or commissions and/or otherwise, without the specific written approval by the Company.



GLAMOUX

Lifestyle | Events | Concierge | Travel | Golden Visa | Off-Markets Procurement

Non-Disclosure, Non-Circumvention, Non-Seizure Of Information, Non-Usurpation, Non-Competition, And Bilateral Confidentiality Agreement

7. No Representations

a) The Confidant understands that the Company makes no representation or warranty as to the accuracy or completeness of the information it provides to the Confidant. The Confidant agrees that neither the Company, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from the Confidant's use of said information.

8. Terms and Conditions

8.1.1 The parties will not in any manner, solicit, nor accept any business in any manner from sources, not their Affiliates, which sources were made available through this agreement, without the express permission of the party who made available the source and,

8.2.1 The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written permission of this party who made available the source,

8.3.1 That they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected,

8.4.1 At any time prior to the expiration of 10 (ten) years from the date of this agreement, it is expressly agreed that the identities addresses, e-mail address, telephone, cell phone and telefax or telex numbers, banking information to any contacts of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, manufacturers and consultants) discussed and made available by either party in respect of the Purpose and any related business opportunity shall constitute Confidential Information and the Recipient or any Group company or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with, the Disclosing Party):

- a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Disclosing Party; or
- b) Seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.
- c) With regards - but not limited to - a partner and/or supplier to which the Company has requested - but not limited to - quotation(s), availability and/or other that has the potential to become and/or materialize in - but not limited to - a sale, a reservation, and/or other services and/or purchases from which the Company acquires a profit, the partner and/or supplier acknowledges that it is their obligation to inform the Company and/or to proceed with the payment of the respective commission and/or profit margin, given that the initial contact with the client and/or Partner and the presentation of services and/or goods were intermediated by the Company.

8.5.1 That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to two times the maximum earnings it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue. The parties covenants that any financial gain made by it, or any associated party, from a breach of clause 8.4.1 shall be transferred to a nominated account of the Circumvented Party, until which time any outstanding amount shall incur interest at the rate of 10% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and the Circumventing Party shall pay the interest together with the overdue amount. Clause 8.5.1 does not affect the Circumvented Party's ability to also sue for additional damages should the covenants in clause 8.4.1 be violated in any way.

8.6.1 All consideration, benefits, bonuses, participation fees and/or commissions received as a result of the contributions of the parties in the Agreement, relating to any and all transactions will be allocated between the parties to this agreement plus other parties to the mediation affected and specified in each case.

8.7.1 This agreement is valid for 15 (fifteen) years for any and all transaction between the parties herein with a renewal every 2 (two) years thereafter on the acceptance of the parties. It shall be governed by the enforceable law in Portuguese courts and/or under Portuguese law, in the event of dispute, the rules of conciliation and arbitration of the international chamber by one or more arbitrators designed in accordance to said rules will be applicable.

8.8.1 The parties hereby accept such selected jurisdiction as the exclusive venue. The duration of the Agreement shall perpetuate for the life of each contract individually.

8.9.1 This agreement will be deemed to be an executed Agreement - Enforceable and admissible for all purposes and shall be binding upon the Parties hereto and in the case of individual parties, their respective heirs, administrators, and executors, and in the case of all corporate parties, their successors and assigns.

8.10.1 All parties hereto acknowledge that they read and each party fully understands the terms and conditions contained in this Agreement, and hereby unconditionally agree to its terms as of the date Noted herein.



GLAMOUX

Lifestyle | Events | Concierge | Travel | Golden Visa | Off-Markets Procurement

Non-Disclosure, Non-Circumvention, Non-Seizure Of Information, Non-Usurpation, Non-Competition, And Bilateral Confidentiality Agreement

8.11 This Agreement shall, by mutual consent of the parties, remain in force and affect for a period of fifteen years from the date it is sent and executed by all parties, with the effective date being the date that appears in the communication mean used for sending it hereto.

8.11.1 Failure to not observe, and/or not analyze and/or not acknowledge this document, does not imply and/or does not justify non-compliance with its rules.

8.11.2 This Agreement is available for consultation by and for any interested party on the website www.glamoux.com under Code of Conduct.

8.11.3 All emails from the Company contain the link to this same document in the section: Remarks.

8.11.4 The content of this Agreement can also be added to any commercial proposal, request for quotation and/or availability request, whether via email, written correspondence, or electronic platforms or other means as stated in 1.

9. Jurisdiction

a) The jurisdiction for this Agreement is global and worldwide. Should the parties assert that a violation has occurred, the parties agree to entitlement to take action to remedy the violation in the locale and/or legal jurisdiction in which the violation occurred, and/or in any other locale or jurisdiction(s) which is appropriate, in the opinion of the parties and their counsel.

10. Miscellaneous

I. ANY and ALL additions, modifications, and waivers of this Agreement must be made in writing and signed by all parties. However, the failure of a party to insist on full compliance with any provisions of this Agreement in a particular instance shall not preclude it from requiring full compliance thereafter.

II. This Agreement is made and shall be governed and construed in accordance with the laws of Portugal. The proper venue for any action arising from or in connection to the interpretation or enforcement of this Agreement shall be decided by The Company.

a) If any portion of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are to be and shall be deemed severable. If any party hereto incurs any legal fees, whether or not action is instituted, to enforce the terms of this Agreement or to recover damages or injunctive relief for breach of this Agreement, it is agreed that the successful or prevailing parties shall be entitled to reasonable attorney fees and other costs in addition to any other relief to which it or they may be entitled.

b) This Agreement constitutes the entire understanding between all the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the discussions by and between the parties hereto and the Confidential Information.

11. Mutuality

a) To the extent that confidential information is disseminated or exchanged by both parties, such information shall be confidential as to both parties, the Company and the Confidant.

b) IN WITNESS WHEREOF, the parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date above at 8.11).

12. Acceptance

a) This agreement consists of 4 (four) pages, duly numbered, spanning 12 articles and their lines and sub-lines, wherein either The Parties clearly agree and consent that the mere reception of this document is sufficient for its acceptance, being no additional deed deemed necessary.

b) The Parties waive to signing and notary recognition of this document considering that it is based on seriousness, good faith, sincerity, honesty, honor, the good word and the good name of the intervening parties being its content binding by and between the parties.

13. Issuance, distribution and availability

a) This agreement is made available and effective for all and any communications having effective binding power as of the 21st of April 2021.

14. Disclaimer

a) The allegation of non-knowledge of this Agreement does not imply its non-compliance.

b) In case of divergence with any or all of the above, Party B must communicate it in writing to info@glamoux.com prior to starting conversations and/or sharing of Confidential Information as stated above.

c) In case of a dispute, the Company must prove that this information has been made available to Party B.