



**NON DISCLOSURE AGREEMENT**

**BY AND BETWEEN**

**RED CIENTÍFICA PERUANA – RCP**, with RUC N° 20111451592, established and existing under the laws of the Republic of Peru, with registered address at Av. Pablo Carriquiry N°. 410, Distrito of San Isidro, Province and Department of Lima, duly represented by Mr. Rolando Toledo Vega, identified with DNI N° 09225187 (hereinafter the **ADMINISTRATOR**), on the one side; and

....., with RUC N° ....., established and existing under the laws of ....., with registered address at ....., duly represented by ..... identified with DNI N° ..... (hereinafter the **TRADER**), on the other side.

Both parties acknowledge to each other legal capacity to execute this document and agree to enter this NON DISCLOSURE AGREEMENT under the following terms and conditions:

**CLAUSE FIRST: BACKGROUND**

- 1.1 The ADMINISTRATOR is the entity in charge of delegating and maintaining the registry of domain names under .PE ccTLD, which, according to ISO 3166-1 alpha 2, corresponds to the economic space of Peru.
- 1.2 The TRADER is a company engaged in the registration and/or trading of domain names and is interested in initiating the procedure to be accredited with the ADMINISTRATOR as a .PE ccTLD domain name Trading Entity.

As a result of the accreditation process as a .PE ccTLD domain name Trading Entity, and within such framework, a Party may disclose (the “Disclosing Party”) to the other Party (the “Receiving Party”) certain Confidential Information owned by the Disclosing Party and/or any of its affiliated companies and/or companies directly or indirectly related to it and/or any third parties which transmission to third parties is limited.

- 1.3 The Parties are interested in ensuring that any Confidential Information that each of them may respectively chose to disclose or reveal to their counterpart shall be protected against non authorized uses in the terms and conditions established in this Confidential Agreement.

**CLAUSE SECOND: DEFINITION OF CONFIDENTIAL INFORMATION.**

Confidential Information (hereinafter “Confidential Information”) shall include: (a) the information disclosed or revealed by the Disclosing Party to the Receiving Party, or made known to the Receiving Party in the course of the conversations concerting the process of accreditation as a .PE ccTLD domain name Trading Entity, either orally, in writing or by any other means, related to the present or future activities of each Party (including information concerning the Party itself, for



example, financial information) and/or any of its affiliated companies and/or companies directly or indirectly related to it (including information concerning any such companies, such as financial information); (b) the existence, contents and scope of the accreditation process, the interest of the Parties therein, any information revealed or provided by any Party in relation with the process of accreditation as a .PE ccTLD domain name Trading Entity, any information exchanged by the Parties in relation with the accreditation process or any information which may become available to a party as a result of the conversations or discussions regarding the development of the accreditation process; and, (c) any such information which may be considered to be “confidential” according to the applicable regulations and laws or by the Disclosing Party by notice to the Receiving Party.

Confidential Information includes also the information that the Parties may exchange once the accreditation process is over and the corresponding commercialization agreement is entered, as part of the .PE ccTLD domain name registration and commercialization business, as well as any client data, financial information, payment or collection data, whois data, among other.

### **CLAUSE THIRD: PURPOSE OF THE CONFIDENTIALITY AGREEMENT**

- 3.1 Subject to subparagraph 3.2 and Clause Fourth, the Receiving Party may, under no circumstance, carry out any of the following acts without the previous and written authorization of the Disclosing Party, which may be denied at its sole discretion: (a) use part or all of the Confidential Information provided by the Disclosing Party for purposes other than the analysis, negotiation, documentation and/or completion of the process of accreditation as a .PE ccTLD domain name Trading Entity with the Disclosing Party; (b) disclose part or all of the Confidential Information to third parties; (c) use all or part of the Confidential Information for the development of business other than the process of accreditation as a .PE ccTLD domain name Trading Entity; and (d) use all or part of the Confidential Information in a manner that may cause any economical damage to the Disclosing Party. The provisions contained in this Section 3.1 are applicable and include, without limitation, the information prepared by the Receiving Party using, partially or in full, Confidential Information or information based thereon.
  
- 3.2. The Parties agree that access to the Confidential Information shall be limited to: (a) employees, officers and directors of the Receiving Party and any of its affiliated companies and/or companies directly or indirectly related to it, to the extent that each of them are directly involved in the process of accreditation as a .PE ccTLD domain name Trading Entity and require to know such information strictly due to their participation in such process of accreditation as a .PE ccTLD domain name Trading Entity, understanding for the purposes of this Confidentiality Agreement that a company is “Affiliated” and/or “Related” to another one if the former is directly or indirectly controlled or is held by, or is jointly held by such Party. It is understood that a juridical entity controls another one if it owns (either by virtue of the shares owned by such legal entity, rights granted in the legal entity incorporation bylaws or through a shareholders pact) the majority voting rights of such other legal entity, with right to designate or remove the majority of the directors or equivalent body; or (b) independent consultants and other agents involved in the process of accreditation as a .PE ccTLD domain name Trading Entity, provided that they had assumed the obligation with the Receiving Party by which they are forbidden to disclose, reveal or give a non authorized use to the Confidential Information according to the terms and



conditions established in this Confidentiality Agreement. The Receiving Party shall be jointly responsible for compliance of the provisions in this Confidentiality Agreement by any of the individuals, companies or legal entities to which it may deliver or give access to the Confidential Information, which for all purposes related to this Confidentiality Agreement, shall be considered “Receiving Party”.

- 3.3. The obligations assumed by the Parties by virtue of this agreement shall be effective three (3) years counted as from:
  - 3.3.1. The date of negotiations end, in case the TRADER does not achieve accreditation, or
  - 3.3.2. The date of expiration or termination of the accreditation agreement entered by the parties.

#### **CLAUSE FOURTH: AUTHORIZED DISCLOSURES**

The receiving Party shall not be impeded from disclosing or revealing the Confidential Information only and exclusively in the following cases: (a) such Confidential Information becomes of free access for the general public, provided that it is not a direct or indirect consequence of non-compliance of this Confidentiality Agreement by the Receiving Party; (b) such Confidential Information is received by the Receiving Party from a third party that is not forbidden or limited to transmit such information by contracting, legal or fiduciary obligations; (c) the Receiving Party is required in any court or similar procedure, through final and unappealable resolution of the competent authority, to disclose or submit information involving Confidential Information according to Clause Sixth below; and (d) information that the Receiving Party may own previous to the date of execution of this Confidentiality Agreement that is not included under its scope.

#### **CLAUSE FIFTH: RETURN OR DESTRUCTION OF THE CONFIDENTIAL INFORMATION**

Any Confidential Information disclosed or revealed under this Confidentiality Agreement by the Disclosing Party, except for the documents prepared by the Receiving Party, shall continue to be the property of the Revealing Party. Accordingly, upon requirement of the Disclosing Party (which may be made at any moment), the Receiving Party shall return or destroy (as the Disclosing Party may decide) or, when applicable, delete it permanently and irrevocably from the computer/s and other systems under the control of the Receiving Party or any of its affiliated and/or related companies. Upon request of the Disclosing Party, the Receiving Party shall confirm in writing to the former, within ten (10) business days upon reception of such request, that after all of the necessary negotiations had been made, the Confidential Information has been returned to the Disclosing Party or destroyed and/or erased permanently, having the Receiving Party complied with all and any of the obligations assumed by virtue of this Clause Fifth.

Without prejudice of the above, any such part of the Confidential Information included, or used for, the documents (including electronic files and any other information storage or reproduction means) prepared by the Receiving Party shall be maintained by it and kept under the terms and conditions of this Confidentiality Agreement.



#### **CLAUSE SIXTH: INFORMATION DISCLOSURE**

In any legal proceeding or requirement carried out under the applicable law in which there is a request or demand to reveal, disclose or submit documents containing Confidential Information, the Receiving Party shall inform such situation immediately in writing to the Disclosing Party, so that the latter evaluates the protection measures it may consider appropriate and/or release the Receiving Party from compliance of the terms and conditions of this Confidentiality Agreement. The Receiving Party shall, upon request of the Disclosing Party, cooperate with the latter to answer such petition or demand of information. If, in case of absence of a protection or release measure by the Disclosing Party, the Receiving Party is required to disclose certain Confidential Information by final and non-challengeable order of the competent authority or be subject to penalty, the Receiving Party may reveal such information strictly as required without incurring in any liability, provided that the Receiving Party: (i) gives written notice to the Disclosing Party previous to any information disclosure; (ii) provides only and exclusively the part of the Confidential Information that has been required to it; and (iii) devotes its best effort to obtain or order or ensure that due confidentiality is given to the Confidential Information that may be provided.

#### **CLAUSE SEVENTH: CRIMINAL CLAUSE**

Failure by the TRADER to comply any of the obligations assumed in this Confidentiality Agreement shall give place to the automatic payment in favor of the **ADMINISTRATOR** of an indemnification amounting to USD 50,000.00 (Fifty Thousand and 00/100 US Dollars), without prejudice of the legal actions that may be filed.

#### **CLAUSE EIGHTH: VARIOUS**

No amendment, variation or addition to this Confidentiality Agreement shall be valid or binding among the Parties, unless agreed in writing.

Any delay of the Parties in exercising the rights or actions established in this Confidentiality Agreement or in their enforcement, may under no circumstance be understood as a waiver thereof or as a release of the counterpart from any incurred failure to comply without affecting the right of the Parties to enforce such provisions according to the terms of this Confidentiality Agreement.

This Confidentiality Agreement binds the Parties that execute it, as well as its successors or assigns thereto.

The execution of this Confidentiality Agreement generates no association, partnership, legal entity, common entity, co-participation of revenues or any other form of association or business partnership between the Parties, as well as no obligation to carry out the Accreditation Process.

Any communication, notice, consent and requirement related with this Confidentiality Agreement shall be made in writing and sent to the party to which they had been addressed. To that effect, in writing shall mean any communications sent by mail to the respective addresses provided in the premises of this Agreement.

Any of the Parties may, under previous notice sent to the counterpart with at least seven (7) calendar days in advance, change its address for the purposes of this Agreement and designate no



more than one additional address to which a copy of the corresponding communications shall be addressed.

- 8.1. The Parties submit to the Peruvian Laws for any matters directly or indirectly related with the entering and execution of this Confidentiality Agreement. This Confidentiality Agreement and the obligations in charge of each of the Parties thereunder shall be effective for the term provided in subparagraph 3.3, except for the obligations with different terms explicitly stipulated in this Agreement, in which case such special terms shall be applied.
- 8.2. None of the Parties guarantees to the other that any Confidential Information it may provide to it shall be correct, complete or accurate, being the Receiving Party exclusively responsible for independently analyzing the Confidential Information it may receive or get to know and the consequences thereof in relation with its participation in the Accreditation Process or any other aspect related thereto, being such participation the sole responsibility of each Party.
- 8.3. Each Party represents and guarantees to the other that: (i) the persons that subscribe this document on their behalf and in their representation are fully entitled thereto, not being it necessary to obtain any additional corporate or legal authorization; (ii) the execution of this Confidentiality Agreement and compliance therewith according to its terms are not in conflict and are not limited by any legal provision whatsoever that may be applicable thereto or by contracting or other type of limitations, and are also not contrary to the decision of any court, arbitration board or competent authority.
- 8.4. The Parties agree that any litigation or controversy, derived from or related to this juridical act shall be resolved through arbitration, according to the Arbitration Rules of the Arbitration Center of the Lima Chamber of Commerce, to which provisions, administration and decision the parties submit unconditionally.

Arbitration shall be an arbitration of law and shall be carried out in the city of Lima, in Spanish language, according to the Rules of the Center to which the Parties submit and, supplementarily, according to the provisions of Law 26572, General Arbitration Law; the corresponding award shall be final and unappealable.

The Parties express their agreement with all and any of the clauses of this Confidentiality Agreement, and in witness thereof they sign two (2) counterparts on .....(month), ..... (day), 200....

**ADMINISTRATOR**

**TRADER**

RED CIENTÍFICA PERUANA  
Rolando Toledo Vega

Company name: \_\_\_\_\_  
Name of the legal  
Representative: \_\_\_\_\_