**PERSONAL CONFIDENTIALITY AGREEMENT**

In order to invite national or international companies with proven experience in the manufacturing and support of tactical military vehicles to review and submit their proposals regarding two types of vehicles—the first being a light tactical vehicle with a capacity of 10 to 12 passengers intended for patrol missions, rapid transportation, and personnel protection in urban and rural environments, and the second, a medium tactical vehicle with a capacity of 18 to 20 passengers and larger dimensions designated for the tactical transport of troops in special operations, all subject to the technical specifications provided by Indumil—it is necessary to enter into this Personal Confidentiality Undertaking between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, holder of identification number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ issued in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, legal representative of the company or corporate entity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with identification number (NIT) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and INDUSTRIA MILITAR DE COLOMBIA – INDUMIL, identified with Tax Identification Number (NIT) 899.999.044-3, regarding the confidentiality and non-disclosure of information to be known, received, or delivered, for the purpose of submitting a proposal or offer related to a TOT Agreement for Light and Medium Tactical Military Vehicles, in accordance with the following terms:

**FIRST – CONFIDENTIALITY.** The undersigned undertakes to maintain strict confidentiality with respect to any verbal, written, illustrative, graphic, digital, or other information made available to them. Participation in this invitation constitutes a specific obligation to keep strictly confidential all information, arguments, opinions, and positions discussed for the purpose of information exchange. Disclosure to third parties, at any time, by any means (written, oral, graphic, or other) and for any purpose, of the Confidential Information obtained, acquired, or shared, is strictly prohibited. The confidentiality obligation shall survive for the duration of the present document and for at least five (5) years thereafter, counted from the termination of the contract, unless otherwise agreed by specific agreement.

The following shall not be considered Confidential Information: (i) information that is in the public domain through no fault or breach of this Memorandum of Understanding (MOU); (ii) information legitimately known by the receiving Party prior to disclosure; (iii) information obtained from a third party without violation of a confidentiality obligation; (iv) information independently developed without use of the disclosed information.

**SECOND – CONFIDENTIAL INFORMATION.** For purposes of this Confidentiality Undertaking, it shall be understood that all information, arguments, opinions, and positions known to the signatories are strictly confidential. Accordingly, any data, ideas, products, technical or legal processes, marketing strategies, or policies discussed during meetings may not be disclosed, commented upon, mentioned, or discussed with any person not forming part of the team responsible for submitting the proposal or offer under the TOT Agreement for Light and Medium Tactical Military Vehicles.

**THIRD – OBLIGATION TO TAKE PRECAUTIONARY MEASURES.** In addition to agreeing not to disclose confidential information by any means, the undersigned undertakes to take all necessary preventive measures to ensure that data is not disseminated to unauthorized persons.

**FOURTH – DURATION OF THE OBLIGATION.** The undersigned undertakes to maintain confidentiality and to take all measures necessary to ensure it, not only for the duration of the proposal or offer process under the TOT Agreement for Light and Medium Tactical Military Vehicles, but for an additional period of five (5) years following the conclusion of the aforementioned process.

**FIFTH – TERMINATION.** In the event of non-engagement or contractual termination, regardless of the reason, the undersigned shall remain bound to keep strictly confidential all information or data acquired as a result of participation in the invitation to submit a proposal or offer under the TOT Agreement for Light and Medium Tactical Military Vehicles.

**SIXTH – COPIES.** The undersigned agrees not to generate copies of documents obtained in connection with the invitation to submit a proposal or offer under the TOT Agreement for Light and Medium Tactical Military Vehicles. Furthermore, no indirect means shall be used to communicate information pertaining to working groups to unauthorized persons. Absolutely no reproduction of any data by technological means, such as videos, photographs, or recordings, is permitted without the express authorization of MILITARY INDUSTRY OF COLOMBIA – INDUMIL.

**SEVENTH – USE OF INFORMATION.** The undersigned agrees to use the acquired information exclusively to prepare and submit a proposal or offer under the TOT Agreement for Light and Medium Tactical Military Vehicles. Any other use of such information shall be deemed inappropriate and a breach of the agreed confidentiality.

**EIGHTH – BREACH.** Should the obligations established in this document be partially or totally breached, the undersigned will be held liable for any damages caused to the MILITARY INDUSTRY as a result of such breach.

**NINTH – DURATION.** This document shall remain in force for the time necessary to undertake the advisory, proposal, quotation, or offer process under the TOT Agreement for Light and Medium Tactical Military Vehicles, without prejudice to the provisions of Clause Four regarding the extension of the confidentiality obligation.

Executed in Bogotá D.C., on

 **THE UNDERSIGNED**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID Number and Fingerprint

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Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fullname

Company or entity represented: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_