CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING

For the purpose of inviting domestic or foreign companies with experience in the manufacture and support of military tactical vehicles to submit proposals to become a strategic partner of Industria Militar de Colombia – INDUMIL, within the framework of a technology and know-how transfer initiative for the assembly, manufacture, after-sales service and maintenance of light armored military tactical vehicles (LTV), in accordance with the terms of the invitation published by INDUMIL (hereinafter, **"the Invitation"**), it is anticipated that interested parties will have access to technical, commercial, operational and institutional information related to the capabilities, requirements and activities of the Industry, the unauthorized disclosure or use of which could compromise institutional interests and, where applicable, matters related to national defense and security.

Accordingly, in order to establish the conditions for the access, use, protection and confidential handling of said information, this **CONFIDENTIALITY UNDERTAKING** is entered into by and between, on the one hand, _____, identified with _____ No. _____, issued in _____, acting in the capacity of legal representative/attorney-in-fact of _____, identified with _____ No. _____, domiciled in _____ (hereinafter, the **"Interested Party"**); and, on the other hand, **INDUSTRIA MILITAR DE COLOMBIA – INDUMIL**, identified with NIT 899.999.044-3 (hereinafter, **"INDUMIL"**).

The purpose of this undertaking is to establish the confidentiality obligations of the Interested Party with respect to the information to which it has access, or which it receives or becomes aware of, in connection with the Invitation, in accordance with the following clauses:

CLAUSES

FIRST. – CONFIDENTIALITY. The Interested Party undertakes to keep strictly confidential all information that it receives or becomes aware of in connection with the Invitation, whatever its format, means of transmission or origin (written, verbal, graphic, electronic or otherwise), including information provided by INDUMIL or by third parties authorized by it. This shall be understood to include, among other things, the information contained in the annexes to the Invitation, technical data sheets, quantities, delivery locations, recipients of the vehicles, visits, meetings, working sessions, and the documents, notes or analyses prepared on the basis of such information (hereinafter, the "Confidential Information"). The Interested Party may not disclose, reproduce, transfer or use it for purposes other than its participation in the Invitation, except with the prior written authorization of INDUMIL or in the cases provided for in this undertaking.

SECOND. – RESERVED PUBLIC INFORMATION. Information which, by its nature or content, is subject to legal confidentiality for reasons of national defense and security, pursuant to Article 19 of Law 1712 of 2014, shall be deemed reserved public information. INDUMIL may identify it by means of the marking "Pública Reservada" [Reserved Public], "Reservada" [Reserved] or equivalent. This information may only be consulted by the Authorized Persons and shall be handled through the means and under the security conditions indicated by INDUMIL. The absence of a marking does not permit its disclosure when, by virtue of its content, it is legally subject to confidentiality.

THIRD. – EXCLUDED INFORMATION. Confidential Information shall not include information that the Interested Party demonstrates by documentary evidence: (i) is in the public domain, other than as a result of a breach of this undertaking; (ii) was lawfully known to it prior to receipt, without being subject to a confidentiality obligation; (iii) was lawfully received from a third party entitled to disclose it, without a confidentiality obligation; or (iv) was independently developed by it, without using Confidential Information.

FOURTH. – USE OF THE INFORMATION. The Interested Party shall use the Confidential Information exclusively to evaluate its participation and prepare its proposal in the Invitation. It is prohibited to use it for other purposes, whether its own or those of third parties, to perform reverse engineering, to develop products or services unrelated to the purpose of the Invitation, or to make offers to third parties based on such information. Likewise, the

Interested Party shall refrain from making public statements or providing information to the media about the Invitation without the prior written authorization of INDUMIL.

FIFTH. – AUTHORIZED PERSONS. Access to the Confidential Information shall be limited to the managers, employees, advisors and contractors of the Interested Party, as well as to the personnel of the manufacturer that owns the platform or of its parent company, who need to know it in order to evaluate the participation and prepare the proposal (hereinafter, the **"Authorized Persons"**). The Interested Party shall inform them of the confidential nature of the information and ensure that they are bound by confidentiality obligations equivalent to those set forth in this undertaking. The Interested Party shall be liable to INDUMIL for any breach by the Authorized Persons. The confidentiality obligation shall survive for them even after the termination of their relationship with the Interested Party. INDUMIL may restrict or deny access to persons who have not been previously identified or authorized.

SIXTH. – COPIES AND SECURITY MEASURES. The Interested Party shall protect the Confidential Information with a degree of care no less than that which it applies to its own sensitive information and, at a minimum, shall: (i) limit its reproduction to the copies strictly necessary for the conduct of the Invitation; (ii) store it on media with access restricted to the Authorized Persons and maintain control over those who access it; (iii) refrain from uploading it to public cloud services, third-party artificial intelligence tools, social networks or unauthorized platforms; (iv) transmit it only through secure channels; and (v) refrain from printing, forwarding or reproducing it by means other than those authorized by INDUMIL, in the case of reserved public information or information subject to special protection measures.

SEVENTH. – VISITS AND WORKING SESSIONS. During visits to INDUMIL's facilities, meetings and working sessions, the Interested Party and its Authorized Persons shall comply with the instructions and the security and access measures issued by INDUMIL. Taking photographs, videos, recordings or any other record of the facilities, documents, equipment or activities is prohibited without the prior and express authorization of INDUMIL.

EIGHTH. – SECURITY INCIDENTS. The Interested Party shall notify INDUMIL, through the official e-mail address of the Invitation, of any loss, unauthorized access, disclosure or misuse of the Confidential Information, within twenty-four (24) hours after becoming aware thereof. Likewise, it shall immediately adopt reasonable measures to contain the incident, prevent its spread and mitigate its effects, and inform INDUMIL of the actions implemented.

NINTH. – REQUEST BY AN AUTHORITY. When a competent authority requires the Interested Party to deliver or disclose Confidential Information, the Interested Party shall give prior notice to INDUMIL, to the extent permitted by law, limit the delivery to the information strictly required, and request the authority to afford it the confidential treatment applicable under the law.

TENTH. – RETURN OR DESTRUCTION. The Interested Party shall return or destroy, as instructed by INDUMIL, the Confidential Information and its copies, and certify in writing, through its legal representative, compliance with this obligation. Excepted from the foregoing are information whose retention is required by law and copies contained in automatic backups that are not ordinarily accessible, which shall remain subject to the confidentiality obligations of this undertaking.

ELEVENTH. – INFORMATION PROVIDED BY THE INTERESTED PARTY. The Interested Party represents and warrants that it holds the rights or authorizations necessary to deliver to INDUMIL the information it submits within the framework of the Invitation and that the provision thereof does not infringe third-party rights or confidentiality obligations. INDUMIL shall give such information the treatment applicable under the law. When the Interested Party requests that it be treated as confidential, it shall expressly identify it and state the legal basis for the confidentiality, in accordance with Law 1712 of 2014. In any event, access to this information by authorities or oversight bodies, in the exercise of their legal powers, shall not constitute a breach of this undertaking.

TWELFTH. – NO RIGHTS AND NO OBLIGATION TO CONTRACT. Title to the Confidential Information shall remain with INDUMIL or with the third parties that lawfully hold the rights thereto. Its delivery does not grant the Interested Party any license, any authorization of use other than that provided for in this undertaking, or any

intellectual or industrial property rights. Nor does this undertaking confer any rights of selection or award, or oblige INDUMIL to provide specific information, or to initiate, continue or enter into any contract, cooperation agreement and/or agreement whatsoever. INDUMIL may restrict or refrain from delivering information where there are security reasons, export control restrictions or unfavorable results in the due diligence checks of the Interested Party.

THIRTEENTH. – TERM. This undertaking shall be effective as of its execution. The confidentiality obligations shall remain in force during the Invitation and for five (5) years from its termination or, if the Interested Party is selected, from the termination of the contractual instrument executed, unless such instrument provides for a longer term. Notwithstanding the foregoing, with respect to information subject to legal confidentiality, such obligations shall survive for as long as the confidentiality remains in effect and, in the case of trade secrets, for as long as the information retains such status.

FOURTEENTH. – BREACH. Breach of the obligations set forth in this undertaking by the Interested Party or its Authorized Persons shall give rise to liability for the proven damages caused to INDUMIL or to the third-party owners of the information, as applicable. The foregoing is without prejudice to the legal actions that INDUMIL may bring and to the possibility of requesting the appropriate precautionary measures to prevent, suspend or stop the unauthorized use or disclosure of the Confidential Information.

FIFTEENTH. – FINAL PROVISIONS. This undertaking shall be governed by and construed in accordance with the laws of the Republic of Colombia. Disputes arising from its interpretation, performance or compliance shall be submitted to the jurisdiction of the competent Colombian judicial authorities. In the event of translation, the Spanish version shall prevail. The Interested Party may not assign its position or transfer the obligations arising from this undertaking without the prior written authorization of INDUMIL. The invalidity or ineffectiveness of any of its provisions shall not affect the validity and enforceability of the remaining provisions. Communications related to this undertaking shall be sent to the physical or electronic addresses provided by the parties and, where applicable, to the official e-mail address of the Invitation. This undertaking may be executed by handwritten, electronic or digital signature, in accordance with Law 527 of 1999 and other applicable regulations.

Signed in _____, on the _____ day of the month of November 2026.

THE INTERESTED PARTY,

Full name:	
Identification number (citizenship ID card or Passport):	
Capacity (Legal Representative / Attorney-in-Fact):	
Company or entity represented:	
E-mail:	
City and Address:	

RECEIVED BY INDUMIL,

Full name:	
Position:	
Date of receipt	
E-mail:	