


COMPLIANCE Management System	Corporate Procedures	Page 1 of 3
	NON-DISCLOSURE AGREEMENT	Reviewed by Supervisory Body
(MIS) Management Integrated System	Review N° 1 Date 4.30.2020	Approved by Detroit S.A. Board

NON-DISCLOSURE AGREEMENT

The "Company", specified at the end of this document and duly represented, hereby states, without any restrictions or limitations, in relation to its previous, current or future trading partners, to accept the Non-Disclosure Agreement proposal, hereinafter the "Non-Disclosure Agreement", from **DETROIT S.A.**, which consists of the following conditions.

1. Prohibition to Disclose, Provide, or Reveal the Information.

The Company shall be liable for not reproducing, disclosing, providing or revealing, under any circumstances, nor through any media, except for express authorization, previously and in writing, of **DETROIT S.A.** and/or any of its subsidiaries and/or related companies, all or part of the information provided during the validity of the contract or specific agreement that bind them, hereinafter called "**Confidential Information.**"


2. Confidential Information

Confidential Information includes all the financial, commercial, accounting, productive, legal, administrative, technical, professional, and digital information or of any nature, belonging to **DETROIT S.A.** and/or any of its subsidiaries and/or related companies, that is made available to the Company as of the first negotiations to the full compliance of the agreement in question. Only the following information is excluded: (a) that which at the time of its disclosure, or therefrom, becomes public domain for a different reason than the violation of the liability incurred hereby by the Company; (b) that which was already known by the Company at the time it was revealed by **DETROIT S.A.** and/or any of its subsidiaries and/or related companies, and such knowledge can be demonstrated in existing written records at the time of its disclosure; or (c) that which the Company must reveal by Law, understanding that the Company must notify **DETROIT S.A.** and/or any of its subsidiaries and/or related companies as soon as possible of the reasons why they have been required to disclose Confidential Information, being bound, in addition, to take all reasonable measures, according to the circumstances, to legitimately oppose to, or, restrict, the requirement of disclosing the Confidential Information.

3. Scope of the Liability of the Company

3.1. Dependent Workers

Furthermore, the Company undertakes to restrict the circulation of the Confidential Information within the Company itself, being liable before **DETROIT S.A.** and/or any of its

COMPLIANCE Management System	Corporate Procedures	Page 2 of 3
	NON-DISCLOSURE AGREEMENT	Reviewed by Supervisory Body
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subsidiaries and/or related companies for the violation of the liability of the preceding clause 1, committed by any of its dependent workers who have access to the Confidential Information. For the purposes of this clause, the dependent workers of the Company shall include all its employees and whoever, without being direct employees, provide services to the Company.

3.2. Third Parties Information

If the Confidential Information provided by **DETROIT S.A.** and/or any of its subsidiaries and/or companies related to the Company belongs to a third party, and the Company fails to comply with its non-disclosure liability regarding that Confidential Information, its liability shall extend to all those indemnities **DETROIT S.A.**, and/or any of its subsidiaries and/or related companies, is liable for, in relation to the third party information.

4. Restitution of the Confidential Information

4.1. Right to require the restitution of the Confidential Information

DETROIT S.A. and/or any of its subsidiaries and/or related companies, reserves the right to ask the Company, at any time, to immediately return the media containing the Confidential Information. If the Company does not return such information, it shall be construed as a failure to meet its non-disclosure obligation contracted hereby.

4.2. Restitution Liability of the Confidential Information


The Company, without any requirement from **DETROIT S.A.** and/or any of its subsidiaries and/or related companies, is liable for immediately return the Confidential Information at the time of entering into the agreement in question, being in any case liable for keeping confidentiality according to the provisions set forth herein until the expiration of the term set forth in clause 5.

4.3. Destruction of the Confidential Information

Both in clause 4.1 and clause 4.2, the Company is liable for destroying all the Confidential Information that, due to its nature, is not subject to restitution.

5. Validity

The liabilities set forth in this Non-Disclosure Agreement shall survive and remain in full force and effect for 5 years after the expiration of the negotiating process, unless these

COMPLIANCE Management System	Corporate Procedures	Page 3 of 3
	NON-DISCLOSURE AGREEMENT	Reviewed by Supervisory Body
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come to fruition and an agreement is entered into with the Company, in which event the liability of confidentiality shall be for the 5 years upon fully complying with the liabilities set forth in such agreement.

6. Liability for violating the Non-Disclosure Agreement

6.1. Indemnities

In the event of not complying with the liabilities set forth in this Non-Disclosure Agreement, the Company is liable for indemnifying **DETROIT S.A.** and/or any of its subsidiaries and/or related companies for all damages and losses that are a direct and immediate consequence of such non-compliance, including the indemnities **DETROIT S.A.** and/or any of its subsidiaries and/or related companies must pay to third parties according to the preceding clause 3.2. Furthermore, the liability of the Company shall include all expenses incurred by **DETROIT S.A.** and/or any of its subsidiaries and/or related companies due to the violation of the liabilities set forth in this Agreement.

6.2 Restitution of the profits

The Company is also liable for returning **DETROIT S.A.** and/or any of its subsidiaries and/or related companies, the economic benefits or profits obtained for the use, communication or transfer of Confidential Information in breach of this Non-Disclosure Agreement.

COMPANY: _____

COMPANY REPRESENTATIVE: _____

SIGNATURE: _____

DATE: ____/____/202__