

CONFIDENTIALITY, NON-USE AND NON-DEVELOPMENT AGREEMENT

Project Evaluation — The Loop Ventures (Global version)

Template — draft vo.1 — [date]. Fields in square brackets [] are completed before signature. This document is a working draft and must be reviewed by counsel in the chosen governing-law jurisdiction before use. This Agreement is also executed in Spanish; see Section 17.10 (Language).

This Confidentiality, Non-Use and Non-Development Agreement (the "**Agreement**") is entered into as of the Effective Date (defined below) by and between:

1. **[THE LOOP VENTURES S.A.S.]**, a company organized under the laws of the Republic of Ecuador, tax ID (RUC) No. [•], with its principal office at [address, Quito, Ecuador], email [•] ("**The Loop Ventures**"); and
2. **[FOUNDER FULL NAME]**, an individual, [nationality], holder of [ID / passport] No. [•], residing at [city, country], email [•], acting in their own name [and/or on behalf of [COMPANY NAME], a [entity type] organized under the laws of [jurisdiction], registration No. [•], with its principal office at [•]] ("**Founder**").

The Loop Ventures and Founder are each a "**Party**" and together the "**Parties**".

1. BACKGROUND

1.1 The Loop Ventures is a venture studio that evaluates early-stage ideas and businesses and, for the projects it selects, builds the business's technology product in exchange for an equity stake in Founder's company, on terms to be agreed in a separate, later agreement.

1.2 Founder has submitted or will submit to The Loop Ventures, through the application form available at loopventures.ec (the "**Application**") and/or through subsequent meetings, calls, emails and other communications, information about a business idea, product or project identified in **Exhibit A** (the "**Project**"), for the sole purpose of allowing The Loop Ventures to evaluate a possible collaboration.

1.3 The Parties wish to set out the conditions under which The Loop Ventures will receive, safeguard and use that information, so that Founder can present the Project with confidence that it will not be appropriated, developed without Founder, or shared with third parties.

2. DEFINITIONS

"**Confidential Information**" means all information relating to the Project or to Founder that is disclosed by Founder or its Representatives to The Loop Ventures, whether before or after the signature of this Agreement, in any form or medium (oral, written, electronic, visual, by demonstration, prototype or otherwise), and whether or not marked or identified as confidential, including without limitation:

- (a) the idea, concept, business model, value proposition and strategy of the Project;
- (b) product descriptions, features, designs, wireframes, prototypes, source or object code, architecture, algorithms, databases and technical specifications;
- (c) market information, validation, traction, waiting lists, users, customers, suppliers, partners, distribution channels and business contacts;
- (d) financial information, projections, pricing, costs, corporate and capital structure;
- (e) marketing, distribution and expansion plans, and Founder's competitive advantages;
- (f) the entire content of the Application;
- (g) all notes, analyses, summaries, evaluations, minutes and other materials prepared by The Loop Ventures or its Representatives that contain, reflect or are derived from any of the foregoing; and
- (h) the fact that Founder is in discussions with The Loop Ventures and the status of those discussions.

"Representatives" means, with respect to a Party, its partners, shareholders, directors, officers, employees, contractors and professional advisors (including lawyers and accountants), solely to the extent they need to know Confidential Information for the Purpose.

"Evaluation Committee" means the individuals at The Loop Ventures expressly authorized to access Confidential Information, identified in Exhibit A or notified to Founder in writing.

"Purpose" means The Loop Ventures' evaluation of a possible collaboration with Founder regarding the Project and, if applicable, the negotiation of a Definitive Agreement.

"Definitive Agreement" means a written agreement signed by both Parties governing the development of the Project, The Loop Ventures' equity stake in Founder's company, ownership of the product and the other commercial terms.

"Similar Project" has the meaning given in Section 7.

"Application Record" has the meaning given in Section 9.

"Effective Date" means the date of receipt of the Application stated in Exhibit A or, if none, the date of the first disclosure of Confidential Information, whichever is earlier, and in no event later than the date of signature of this Agreement.

3. CONFIDENTIALITY OBLIGATIONS

3.1 Confidentiality. The Loop Ventures shall hold the Confidential Information in strict confidence, shall not disclose, publish, transmit or make it available to any third party, and shall protect it using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than a reasonable degree of care.

3.2 Restricted use. The Loop Ventures shall use the Confidential Information solely for the Purpose. Any other use requires Founder's prior, express, written authorization.

3.3 Representatives and Evaluation Committee. The Loop Ventures shall disclose Confidential Information only to the members of the Evaluation Committee and to those of its Representatives who need to know it for the Purpose and who are bound by written confidentiality and non-use obligations at least as protective as those in this Agreement. The Loop Ventures shall keep a record of every person who has had access to Confidential Information and shall provide it to Founder on request. The Loop Ventures is liable to Founder for any act or omission of its Representatives that would be a breach of this Agreement if committed by The Loop Ventures.

3.4 Security measures. The Loop Ventures shall store Confidential Information in systems with restricted, controlled access, shall not transmit it over insecure channels, and shall notify Founder in writing promptly, and in any event as soon as reasonably possible, after becoming aware of any actual or reasonably suspected unauthorized access, use or disclosure, and shall take the steps necessary to contain it without delay.

3.5 Copies. The Loop Ventures shall not copy Confidential Information beyond what is strictly necessary for the Purpose. All copies, in whole or in part, are subject to this Agreement.

3.6 Memory; no residuals. The obligations in this Agreement apply equally to Confidential Information retained in the unaided memory of The Loop Ventures' Representatives. This Agreement contains **no** "residuals" clause and grants The Loop Ventures no right to use information retained in memory.

4. NON-USE AND NON-DEVELOPMENT

4.1 Except together with Founder and under a Definitive Agreement, The Loop Ventures shall not, directly or indirectly, alone or with or through any third party:

- (a) develop, build, launch, fund, operate, license or commercialize the Project, or any product, service or business that is based on, derived from or incorporates the Confidential Information;
- (b) present, offer or pitch the Project or the Confidential Information to other entrepreneurs, investors, customers, partners, companies or teams;
- (c) seek, recruit or engage any team or person other than Founder to execute the Project;
- (d) apply for or register, in its own name or that of any third party, any trademark, trade name, slogan, domain name, patent, utility model, industrial design, copyright, software or other intellectual property right based on or derived from the Confidential Information; or
- (e) contact, in connection with the Project or for purposes related to it, any customer, user, partner, supplier, investor or team member of Founder identified in the Confidential Information, without Founder's prior written authorization.

4.2 The Loop Ventures shall not reverse engineer, decompile or disassemble any prototype, software or materials received from Founder, except as expressly authorized in writing for the Purpose.

5. EXCEPTIONS

5.1 Confidential Information does not include information that The Loop Ventures can demonstrate by contemporaneous, dated, documentary evidence:

- (a) was in the public domain at the time of disclosure, or subsequently entered the public domain through no fault or action of The Loop Ventures or its Representatives;
- (b) was lawfully in The Loop Ventures' possession before receipt from Founder, as shown in the Application Record or in documentation dated before the Effective Date;
- (c) was lawfully received from a third party who had the right to disclose it and was under no obligation of confidentiality; or
- (d) was independently developed by personnel of The Loop Ventures who had no direct or indirect access to the Confidential Information, as shown in contemporaneous, verifiable records.

5.2 The Loop Ventures bears the burden of proving that any of the above exceptions applies.

5.3 Confidential Information does not lose its protected status because individual elements of it are in the public domain, if the specific combination, selection, organization or application of those elements is not. Nor does it lose that status because it may be considered "general", "simple" or "obvious".

6. COMPELLED DISCLOSURE

If The Loop Ventures or any of its Representatives is required by law, court order, arbitral award or order of a competent authority to disclose Confidential Information, The Loop Ventures shall: (a) give Founder prompt written notice, to the extent legally permitted, so that Founder may object or seek a protective order; (b) reasonably cooperate with Founder in that effort; (c) disclose only the portion of Confidential Information that is strictly required; and (d) use reasonable efforts to obtain confidential treatment for the information disclosed. Confidential Information so disclosed remains Confidential Information for all other purposes.

7. SIMILAR PROJECTS AND CONFLICTS OF INTEREST

7.1 Acknowledgement. Founder acknowledges and agrees that The Loop Ventures, by the nature of its business, receives and evaluates many applications and may, before or after the Application, be evaluating, developing, operating, investing in or participating in ideas, products or businesses that are similar to, overlap with or compete with the Project ("**Similar Projects**"). Founder acknowledges that ideas, concepts and business models are often conceived independently by different people, and that the mere existence of a Similar Project does not, by itself, constitute a breach of this Agreement.

7.2 The Loop Ventures' freedom to operate. Nothing in this Agreement prevents The Loop Ventures from evaluating, developing, investing in or participating in Similar Projects, provided that The Loop Ventures: (a) does so without using, consulting or relying on Founder's Confidential Information; and (b) complies with Sections 7.3 through 7.6.

7.3 Specific prohibitions. In connection with any Similar Project, The Loop Ventures shall not:

- (a) use the Confidential Information, in whole or in part, for the benefit of a Similar Project;
- (b) disclose the Confidential Information to the founders, team or investors of a Similar Project;
- (c) disclose to Founder the confidential information of other applicants or of the founders of a Similar Project; or
- (d) use the Application or the Confidential Information to source alternative teams, to "shop" the idea to third parties, or to improve, redirect or accelerate a Similar Project.

7.4 Conflict check and notice. Upon receipt of the Application and, in any event, before the meeting in which Founder discloses the details of the Project, The Loop Ventures shall check its Application Record and its portfolio for Similar Projects. If The Loop Ventures identifies an actual or potential conflict of interest, at that time or at any later time, it shall notify Founder in writing promptly, and in any event as soon as reasonably possible, stating only that a conflict exists and, to the extent possible without breaching obligations to third parties, its general nature, but without disclosing the identity of the third party or its confidential information. Upon receiving such notice, Founder may stop disclosing further Confidential Information or withdraw the Application, and The Loop Ventures may decline to continue the evaluation. In either case, Confidential Information already disclosed remains protected by this Agreement.

7.5 Information barriers; directly competing products. If The Loop Ventures decides to proceed with the Project and a Similar Project at the same time:

- (a) The Loop Ventures shall **not** simultaneously develop or operate directly competing products for two different founders without the prior, informed, written consent of both; and
- (b) in other cases of partial overlap (for example, same industry but a different product, segment or business model), The Loop Ventures shall apply reasonable separation measures: access to each project's information restricted to the people working on it, separate records and, to the extent practicable, separate teams.

7.6 Priority. When The Loop Ventures must choose between the Project and a Similar Project, it shall consider, among other criteria, the order in which the respective applications were received according to the Application Record. This does not give Founder any right to be selected or oblige The Loop Ventures to enter into a Definitive Agreement.

7.7 No market exclusivity. Nothing in this Section grants Founder exclusivity over any industry, market, product category or technology.

8. OWNERSHIP; NO LICENSE; NO OBLIGATION; NO EXCLUSIVITY

8.1 Ownership. The Confidential Information is and shall remain the exclusive property of Founder. Nothing in this Agreement, no disclosure of Confidential Information and no submission of the Application transfers, assigns, licenses or otherwise grants The Loop Ventures any right, title or interest in or to the Confidential Information, the Project or any associated intellectual property rights, whether expressly, by implication, estoppel or otherwise.

8.2 The Loop Ventures feedback. Any comments, suggestions, recommendations or ideas that The Loop Ventures or its Representatives provide to Founder about the Project during the evaluation ("**Feedback**") may be freely used by Founder without payment or attribution and do not grant The Loop Ventures any right in the Project. The Loop Ventures retains ownership of its methodologies, processes, tools, templates, know-how and general knowledge, which are not part of the Project.

8.3 Product ownership. Ownership of any product that may later be built, and of any intellectual property generated in its development, shall be governed exclusively by the Definitive Agreement.

8.4 No obligation. Nothing in this Agreement obliges either Party to enter into a Definitive Agreement or any other transaction. The Loop Ventures may decline the Project at any time without cause, and Founder may withdraw the Application and end the evaluation at any time.

8.5 No exclusivity. Founder is free to present the Project to third parties and negotiate with them. This Agreement imposes no exclusivity of any kind on Founder in favor of The Loop Ventures.

8.6 No partnership. This Agreement does not create a partnership, joint venture, agency, employment or fiduciary relationship between the Parties. Neither Party has authority to bind the other.

8.7 Costs. Each Party bears its own costs and expenses in connection with the evaluation and the negotiation of any Definitive Agreement.

9. INFORMATION DISCLOSED BEFORE SIGNATURE; APPLICATION RECORD

9.1 The Loop Ventures' obligations under this Agreement cover the Application and all Confidential Information disclosed from the Effective Date, including information disclosed before the signature of this Agreement.

9.2 The Loop Ventures maintains an electronic system (the "**Application Record**") in which every application received is recorded with the exact date and time of receipt, its full content and evidence of the confirmation sent to the applicant. The Loop Ventures shall send Founder, to the email address on file, a confirmation of receipt showing date and time.

9.3 The Application Record shall serve as evidence of the date of each disclosure for the purposes of Section 5 (Exceptions) and Section 7 (priority among Similar Projects), and to demonstrate compliance with this Agreement. The Loop Ventures shall not alter or delete the records relating to Founder during the term of this Agreement.

9.4 Founder may at any time request a copy of the Application as it appears in the Application Record.

10. TERM

10.1 This Agreement is effective from the Effective Date. The evaluation period lasts up to [twelve (12)] months from signature, extendable by written agreement, or until either Party notifies the other that the evaluation has ended, whichever occurs first.

10.2 The obligations of confidentiality, non-use and non-development (Sections 3, 4, 7, 8, 11 and 13) survive for [five (5)] years from the Effective Date. With respect to information that qualifies as a trade secret under applicable law, those obligations survive for as long as the information remains a trade secret.

10.3 If the Parties enter into a Definitive Agreement, it shall prevail over this Agreement on the matters it expressly governs; on all other matters this Agreement remains in full force.

10.4 Termination of the evaluation for any reason does not affect obligations that by their nature are intended to survive.

11. RETURN AND DESTRUCTION

11.1 Upon Founder's written request at any time, or upon the end of the evaluation without a Definitive Agreement, The Loop Ventures shall, within a reasonable time, return or destroy all Confidential Information in its possession or that of its Representatives, including copies, notes and derived materials, and shall certify such return or destruction in writing if Founder so requests.

11.2 As an exception, The Loop Ventures may retain: (a) the Application as it appears in the Application Record; (b) a single archival copy of the Confidential Information with restricted access; and (c) copies contained in automatic backups of its systems, until overwritten in the ordinary course. Retained copies shall be used solely to demonstrate compliance with this Agreement, to check conflicts under Section 7 and to comply with legal obligations, and shall remain subject to this Agreement for as long as they exist, without time limit.

12. FOUNDER'S REPRESENTATIONS

Founder represents and warrants that:

- (a) Founder has the right to disclose the Confidential Information to The Loop Ventures, and such disclosure does not breach any contractual, employment or confidentiality obligation owed to any third party (including current or former employers, partners, universities or clients) or infringe any third-party intellectual property right;
 - (b) if acting on behalf of a company, Founder has full authority to bind it;
 - (c) the Confidential Information is provided "as is". Founder does not warrant its accuracy or completeness, and The Loop Ventures shall make its own evaluation of the Project; and
 - (d) Founder shall hold The Loop Ventures harmless from third-party claims arising from a breach of the representation in paragraph (a).
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13. LOOP'S CONFIDENTIAL INFORMATION

13.1 Founder agrees, on terms reciprocal to Sections 3.1, 3.2, 3.3 and 3.4 and subject to the exceptions in Section 5, to keep confidential and not use for any purpose other than the Purpose the non-public

information that The Loop Ventures provides during the evaluation, including: proposed commercial terms (equity stake, fees, deal structure), methodologies, processes, tools, templates, non-public information about other projects in The Loop Ventures' portfolio, and the content of the discussions and negotiations.

13.2 Founder may share such information with co-founders and professional advisors who are bound by confidentiality obligations and need to know it.

13.3 Neither Party shall make public announcements about the relationship between them, or use the other's name, trademarks or logos, without the other's prior written consent.

14. PERSONAL DATA

14.1 The Loop Ventures processes Founder's personal data (name, identification, contact details) and any personal data contained in the Confidential Information as a data controller, for the Purpose, the performance of this Agreement and compliance with legal obligations, in accordance with applicable data protection law.

14.2 Personal data will be retained for the term of this Agreement and any applicable statutory periods. The Loop Ventures may use processors (for example, hosting, database and email providers), including outside the country of Founder's residence, under contracts that ensure an adequate level of protection.

14.3 Founder may exercise its rights of access, rectification, erasure, objection, portability and any other rights under applicable law by writing to [The Loop Ventures email].

14.4 Founder shall ensure it has a valid legal basis to share with The Loop Ventures any personal data of third parties (for example, users or customers) contained in the Confidential Information, and shall provide such data in aggregated or anonymized form where possible.

15. REMEDIES

15.1 Equitable relief. The Parties acknowledge that a breach of this Agreement would cause Founder harm that is difficult to quantify and for which monetary damages may be an inadequate remedy. Accordingly, Founder is entitled to seek injunctive relief, specific performance and other equitable remedies, without the need to post a bond or prove actual damages, in addition to any other rights or remedies available at law or in equity.

15.2 Liquidated damages. [Optional] The Parties agree that in the event of a breach by The Loop Ventures of Section 3, Section 4, Section 7.3 or Section 11, The Loop Ventures shall pay Founder liquidated damages of USD [•] per breach, which the Parties agree is a reasonable estimate of the minimum harm likely to result and not a penalty, without prejudice to Founder's right to seek specific performance and to recover proven damages in excess of that amount.

15.3 Liability for Representatives. The Loop Ventures is liable for breaches by its Representatives as if they were its own.

15.4 Cumulative remedies; fees. All rights and remedies are cumulative. [In any action to enforce this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.]

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing law. This Agreement is governed by and construed in accordance with the laws of [the State of Delaware, United States of America], without regard to its conflict-of-laws rules.

[Alternatives: the State of New York; England and Wales; or the Republic of Ecuador. Choose one and align Section 16.2 accordingly.]

16.2 Negotiation and mediation. Any dispute arising out of or relating to this Agreement, including its existence, validity, interpretation, performance or termination, shall first be submitted to good-faith negotiation between the Parties. If either Party reasonably considers that negotiation has not resolved the dispute, the Parties shall attempt mediation administered by [the International Centre for Dispute Resolution (ICDR) / JAMS].

16.3 Arbitration. Any dispute not resolved through mediation, or where either Party declares the mediation concluded, shall be finally resolved by binding arbitration administered by [the International Centre for Dispute Resolution (ICDR) under its International Arbitration Rules / JAMS under its Comprehensive Arbitration Rules], subject to the following:

- (a) the tribunal shall consist of [one (1)] arbitrator appointed in accordance with the applicable rules;
- (b) the seat of arbitration shall be [Miami, Florida, United States of America], and the language of the arbitration shall be [English, with documents in Spanish admissible without translation];
- (c) the tribunal may order interim and conservatory measures, and either Party may seek interim or injunctive relief from any court of competent jurisdiction before or during the arbitration without waiving this arbitration agreement;
- (d) the arbitration and the award shall be confidential;
- (e) the award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction; and
- (f) costs shall be allocated by the tribunal in the award.

[Alternative: exclusive jurisdiction of the state and federal courts located in [Wilmington, Delaware], with each Party waiving objections to venue and any right to a jury trial.]

16.4 Enforcement in Ecuador. The Parties acknowledge that The Loop Ventures is domiciled in Ecuador, that the Republic of Ecuador is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, and that an arbitral award under this Section may be recognized and enforced in Ecuador.

17. GENERAL PROVISIONS

17.1 Entire agreement. This Agreement, together with Exhibit A, is the entire agreement between the Parties regarding its subject matter and supersedes all prior understandings, communications and agreements, oral or written, on the same subject. The confidentiality statements published on The Loop Ventures' website are complementary and, in case of conflict, this Agreement prevails.

17.2 Amendment. Any amendment must be in writing and signed by both Parties.

17.3 Severability. If any provision is held invalid or unenforceable, the remaining provisions remain in full force, and the affected provision shall be interpreted or replaced so as to come as close as possible to the Parties' original intent.

17.4 No waiver. Failure or delay in exercising any right is not a waiver of it. Any waiver must be in writing.

17.5 Assignment. Neither Party may assign this Agreement or any rights or obligations under it without the other's prior written consent, except that (a) The Loop Ventures may assign it to an affiliate or successor that assumes all its obligations in writing, upon notice to Founder; and (b) Founder may assign it to the company that owns the Project, upon notice to The Loop Ventures. In both cases the assigning Party remains jointly liable.

17.6 Notices. All notices shall be in writing and delivered by email to the addresses stated above, with confirmation of receipt, or by courier to the addresses stated above. Notices are effective upon receipt. Changes of address must be notified to the other Party with reasonable advance notice.

17.7 Interpretation. Headings are for reference only. Both Parties have had the opportunity to review and negotiate this Agreement, and it shall not be construed against the drafting Party.

17.8 Counterparts; electronic signatures. This Agreement may be executed in counterparts and by electronic signature (including through electronic signature platforms), each of which is deemed an original and all of which together constitute one instrument. Electronic signatures and scanned copies have the same effect as original signatures.

17.9 Expenses. Each Party bears its own costs and taxes in connection with the execution of this Agreement.

17.10 Language. This Agreement is executed in English and Spanish. Both versions are equally authentic; in case of discrepancy, the [English] version prevails.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) below.

[THE LOOP VENTURES S.A.S.]	FOUNDER
Signature: _____	Signature: _____
Name: [•]	Name: [•]
Title: [General Manager]	ID / Passport No.: [•]
Tax ID (RUC): [•]	[On behalf of: [•]]
Date: [•]	Date: [•]

EXHIBIT A — PROJECT SUMMARY

FIELD	DETAIL
Project name or identifier	[•]
One-line description (no need to describe the "how")	[•]
Industry / market	[•]
Date and time of receipt of the Application (Effective Date)	[YYYY-MM-DD HH:MM, time zone]
Application identifier in the Application Record	[•]
Email address used in the Application	[•]
Evaluation Committee (The Loop Ventures individuals authorized to access)	[name, title] / [name, title]
Authorized channels for exchanging information	[email, shared folder, video call]
Result of the conflict check (Section 7.4)	[No conflict identified / Conflict notified on YYYY-MM-DD]

Signatures at the foot of the Exhibit:

[THE LOOP VENTURES S.A.S.]	FOUNDER
Signature: _____	Signature: _____