

This Non-Disclosure agreement (“**Agreement**”) is effective as of the date of the last signature (“**Effective Date**”) and is entered into between Honeywell International Inc., through its CORP business unit, having a place of business at 855 S Mint St, Charlotte, North Carolina, 28202, United States on behalf of itself and its Affiliates (“**Honeywell**”) and AGÊNCIA OFFICIAL LIVE E MARKETING LTDA, having a place of business at Avenida Antônio Barbosa da Silva, nº 261 – CEP: 04783-000, (“**Company**”). Each party is sometimes also referred to as “**Party**”, and collectively as “**Parties**”.

The Parties agree as follows:

1. DEFINITIONS

“**Affiliate**” means any legal entity that controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to “control” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity.

“**Business Contact Details**” means business contact details relating to an individual in a Party’s business, such as first name, last name, initials, email address, job title or place of work, that are needed by the other Party for the purposes of managing the relationship between the Parties.

“**Confidential Information**” means any information in any form that is disclosed in whatever form, to Recipient by, or on behalf of, Discloser that is publicly unavailable including, without limitation recorded data and other information of a scientific or technical nature, drawings, engineering reports, formulas, designs, design concepts, specifications, test results, test methodologies, process or technique information, computer software, source code, samples, materials, know-how, Personal Data, and other business or financial information that is identified as being confidential, proprietary or a trade secret, including the information described in Section 2, “Purpose.” Confidential Information also includes information disclosed orally or visually if the Discloser: (a) identifies it as Confidential Information at the time of disclosure; (b) reduces it to written summary form and marks it as being confidential, proprietary or trade secret; and (c) transmits the written summary form to the Recipient within thirty (30) days after disclosure.

“**Controller**” means a natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data. The Controller may be Honeywell or Honeywell’s customer.

“**Discloser**” means the Party disclosing Confidential Information under this Agreement.

“**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable person is the person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, psychological, mental, economic, cultural or social identity, or as that term or similar variants may otherwise be defined in applicable data protection, privacy, breach notification or data security laws or regulations.

“**Recipient**” means the Party receiving Confidential Information under this Agreement.

2. **PURPOSE.** Each Party may use the other’s Confidential Information only to investigate and evaluate business opportunities with the Discloser or its Affiliates, to assist in the procurement of goods and services solicited from Company or Company’s Affiliates or to assist in the sale of goods procured from Company or Company’s Affiliates to Honeywell customers (“Purpose”).

3. **EXCLUSIONS.** Confidential Information will not include any information that (a) was in Recipient's possession and not subject to an obligation of confidentiality before receipt from Discloser, (b) has become legally available in the public domain through no fault of Recipient, (c) was rightfully received by Recipient from a third party who had no obligation of confidentiality to Discloser, or (d) was independently developed by Recipient without use of Confidential Information as supported by the Recipient's written records.
4. **TERM AND TERMINATION.** This Agreement will expire three (3) years after the Effective Date unless earlier terminated in accordance with this section. Either Party may terminate this Agreement with thirty (30) days prior written notice. Notwithstanding the foregoing, Recipient's obligations herein of confidentiality and restricted use, with respect to any business and/or commercial information will continue for a period of seven (7) years after the date of expiration or termination. For trade secrets and/or technical information, the obligations herein will continue in perpetuity, subject to the "Exclusions" Section.
5. **PROTECTION AND CONTINUING OBLIGATIONS OF CONFIDENTIAL INFORMATION.** To the extent a Party receives, transfers, retains, or stores Confidential Information on its systems, networks, or devices, the Recipient will protect such Confidential Information in accordance with the Security Obligations for Confidential Information Exhibit, available [here](#), the terms of which are incorporated herein by reference. Recipient may make a limited number of copies of any documents containing Confidential Information as necessary to achieve the Purpose. Recipient will reproduce the restrictive legends of the original on all copies it makes. Recipient will protect Confidential Information using the same degree of care, but no less than reasonable care, as it uses to protect its own confidential information.
6. **USE OF CONFIDENTIAL INFORMATION.** Recipient shall hold Confidential Information in confidence and shall not disclose same to other except that Recipient may (a) disclose the Confidential Information only to its employees, officers, directors, consultants, sales representatives, distributors, subcontractors, contract employees, and Affiliates who are required to have the Confidential Information to achieve the Purpose and who are legally bound in writing to Recipient to maintain, use, and dispose of the Confidential Information in accordance with the terms of this Agreement and the Discloser shall be an intended third party beneficiary of such obligation and (b) use the Confidential Information only for the Purpose. Recipient will not (or assist others in) (a) disclosure of Confidential Information to any other person without the prior written consent of the Discloser or, (b) decompile, disassemble, decode, reproduce, redesign, or reverse engineer any samples or computer software containing Confidential Information or any part thereof provided to Recipient, or analyze, or have others analyze, samples or any portions thereof provided to Recipient to determine their chemical composition, microscopic structure or method of manufacture. These prohibitions do not limit either Party's right to independently develop or acquire, manufacture, sell, license or maintain products, services or technology without use of or reliance on the other Party's Confidential Information, products, or services.

The Recipient may disclose Confidential Information as required, and only to the extent compelled to do so, by applicable, law, statute, regulation, or court order, provided that the Recipient promptly notifies the Discloser in writing, and if the Discloser requests, cooperates in all reasonable respects to contest the disclosure, or obtain a protective order or other remedy. Except in connection with a failure to discharge the responsibilities set forth in the preceding sentence, neither Party will be liable in any way for any disclosures made under judicial action or U.S. or foreign government regulations.

7. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of New York, U.S.A. without regard to or application of its principles or laws regarding conflicts of laws, and

excluding the United Nations Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto), and the federal or state courts in New York, New York, U.S.A. will have exclusive jurisdiction of any dispute.

- 8. PERSONAL DATA PROTECTION.** The Recipient agrees that it will process the Personal Data of the Discloser as an independent Controller, but only for the Purpose and in accordance with applicable law. Solely to the extent required by applicable law, each Party agrees to be bound by the terms of the [Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679](#) (including the provisions in Module 1) and the UK's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses made under s119 A(i) of the UK's Data Protection Act 2018 ("**SCCs**") in its capacity as "data exporter" or "data importer", as applicable.
- 9. RETURN OF CONFIDENTIAL INFORMATION.** After the expiration or termination of this Agreement and only upon written request, the Recipient will return or destroy all Confidential Information and all copies thereof. Recipient will certify in writing that all materials containing Confidential Information have been returned or destroyed within thirty (30) days of the Discloser's request. Any Confidential Information that exists only as part of regularly generated electronic backup data or archive data, the destruction of which is not reasonably practicable, is exempt from return or destruction. Notwithstanding the foregoing, the Recipient may retain (i) Business Contact Details to the limited extent that they are needed to manage any ongoing relationship with Honeywell, and (ii) Personal Data which forms part of the Recipient's business accounts and/or records relating to the performance of this Agreement which are required for evidentiary purposes or required by law, where the purpose of such accounts or records cannot be achieved if the Personal Data contained therein is deleted or otherwise anonymized.
- 10. REMEDIES.** The Parties agree that breach of this Agreement by the Recipient will cause irreparable damage for which money damages will not be fully adequate, and Discloser is entitled to seek injunctive relief, in addition to any other legal remedies.
- 11. SUCCESSIONS AND ASSIGNS.** Except for the sale by Honeywell of the business or product line to which this Agreement relates, neither Party may assign or transfer its obligations under this Agreement to any third party without the prior written consent of the other Party, which will not be unreasonably withheld. Any purported assignment without such consent will be void.
- 12. EXPORT CONTROL.** The Parties will comply with all applicable export laws and regulations of all countries involved in the transactions associated with this Agreement. In case the transactions are the subject of any export control, it is the duty of Discloser to inform Recipient about the nature of the transaction (i.e., military, dual-use, commercial), country of origin and classification of export-controlled items to be disclosed or otherwise transferred. If the Recipient received such items (i.e., hardware, software, technical data, manufacturing drawings, specifications or similar type items) from the Discloser, it is the responsibility of the Recipient to ensure compliance with all export laws and regulations relevant to the nature of the export-controlled transaction, country of origin and countries involved in the transaction.

If the transaction falls under U.S. export control, it is the responsibility of the Recipient to ensure compliance with all applicable U.S. export laws and regulations. These laws include, but are not limited to, (a) Section 38 of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the International Traffic in Arms Regulations ("**ITAR**"), and the (b) Export Control Reform Act of 2018, as implemented in 15 CFR Parts 730-774 of the Export Administration Regulations ("**EAR**"). No technical data, hardware, software or items whose

export is controlled by the U.S. Department of State or the U.S. Department of Commerce will be transferred, disclosed or exported to "**Foreign Persons**", as defined in the above stated laws and regulations, without specifically obtaining approvals from the U.S. Export authorities, as required. If the Recipient intends to transfer, disclose or export any items (which are under U.S. Export Control) received from Discloser to any Foreign Persons, prior written authorization of the Discloser must be obtained, and the appropriate U.S. license from the Department of Commerce or the Department of State must be made available. The Recipient agrees to abide by all applicable limitations and provisos and/or riders and conditions listed on any license or other approval issued by the U.S. Department of State or the U.S. Department of Commerce.

- 13. SANCTIONS.** Relating to the entry into and performance pursuant to this Agreement, Company will comply with all Sanctions laws, including regulations administered by the United States of America, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Company agrees that Honeywell may take any and all actions relating to the permitted activities under this Agreement that are required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability.
- 14. NO WARRANTIES.** Information provided under this Agreement is provided "AS IS." Discloser has no liability arising from Recipient's use of the Confidential Information.
- 15. RELATIONSHIP OF PARTIES.** This Agreement governs the use and non-disclosure of Confidential Information only and does not create a joint venture, partnership, agency, or commercial relationship between the Parties, nor does it bind either Party to enter into any further relationship.
- 16. NO LICENSE OR PATENT RIGHTS GRANTED.** Nothing in this Agreement grants or confers any rights by license or otherwise, express or implied, to any trade secret, trademark, copyright, invention, discovery, or to any patent, pending patent application, or other intellectual property right, by either Party to the other- nor does this Agreement grant Recipient any rights in or to the Discloser's Confidential Information, except for the limited right to use and disclose the Confidential Information solely for the Purpose.
- 17. GENERAL.** This Agreement constitutes the entire agreement of the Parties relating to its subject matter. All modifications to this Agreement must be in writing signed by both Parties. Failure to enforce any provision of this Agreement will not constitute a waiver of any term of this Agreement. This Agreement may be signed in one or more counterparts (including faxed or scanned copies), which together will be deemed to be one original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this Agreement. If any term of this Agreement is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining terms will not be affected.
- 18. LANGUAGE.** This Agreement is in English, which will be the controlling language in all respects. Any other language version is intended for reference only. In the event of any conflict or discrepancy between language versions, the English version will prevail.
- 19. SURVIVAL.** All provisions of this Agreement which by their nature should apply after the termination or expiry of the Agreement, or are incidental to the performance of the obligations and remedies under this Agreement, will remain in force after any termination or expiration of this Agreement.

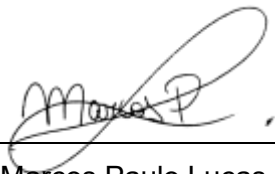
BILATERAL NON-DISCLOSURE AGREEMENT



Honeywell International Inc.

By: _____
Name: _____
Title: _____
Date: _____

AGENCIA OFFICIAL LIVE E MARKETING LTDA

By:  _____
Name: Marcos Paulo Lucas
Title: Commercial director
Date: 10/02/2026