SAFA GLOBAL

SAFA GLOBAL · SGV · 2026

Mutual Non-Disclosure Agreement

Data-room access NDA for the SGV pre-seed. Execution template, subject to counsel review.

VERSION	2026 · Data-room NDA (template)
DATE	30 June 2026
ISSUED BY	Safa Global Ventures, S.A.P.I. de C.V.

Private and confidential. For the named recipient only.

Execution template for access to the SGV Data Room 2026~~, replacing the legacy 2022 NDA. Subject to final counsel review before use. Not legal advice. Bracketed fields are completed per recipient.~~

Parties

This Agreement is made on [DATE] between: (1) Juan Carlos Pereyda Villa, acting as Founding Partner for and on behalf of Safa Global Ventures, S.A.P.I. de C.V. (in formation) and the Safa Global group (the "Disclosing Party"); and (2) [RECIPIENT FULL LEGAL NAME], of [DOMICILE / JURISDICTION] (the "Recipient"). Each is a "Party". The obligations are mutual to the extent the Recipient discloses its own confidential information.

1. Purpose

The Recipient wishes to evaluate a possible investment in the SGV pre-seed (the "Purpose") and will be given access to confidential information in the SGV Data Room 2026. This Agreement governs that access.

2. Confidential Information

"Confidential Information" means all non-public information disclosed by or on behalf of the Disclosing Party, in any form, including the data room and its documents, the ladder and caps, the valuation marks, the cap table, the SAFE terms, financials, the portfolio companies' operating detail, and the fact and terms of any discussions. It excludes information that is (a) public through no breach, (b) already lawfully known to the Recipient without duty, (c) independently developed without use of the Confidential Information, or (d) rightfully received from a third party without duty.

3. Obligations

The Recipient shall: (a) use the Confidential Information solely for the Purpose; (b) keep it strictly confidential and protect it with at least reasonable care; (c) disclose it only to its own directors, officers, employees, and professional advisors who need it for the Purpose and are bound by equivalent duties (the "Representatives"), and remain responsible for their compliance; and (d) not publish, reproduce, or use it for any other purpose.

4. The 70M and other gated figures

The Recipient acknowledges that certain figures (the 70M EUR group Series A target, the per-company marks, and the valuation detail) are gated, are forward priced-round figures and not audited net asset value, and must never be republished, quoted publicly, or placed in any general-solicitation context.

5. No solicitation of the offering terms

The Recipient shall not use the Confidential Information to circumvent the offering, to solicit the portfolio companies' customers, suppliers, or staff, or to compete using the disclosed material, for [12 / 24] months.

6. No license, no representation

No license or right in any intellectual property is granted. The Confidential Information is provided as is; no representation or warranty as to accuracy is made beyond any express terms of a definitive agreement. This Agreement is not an offer of securities and does not commit either Party to a transaction.

7. Return or destruction

On the Disclosing Party's written request or when the Purpose ends, the Recipient shall return or destroy the Confidential Information and confirm in writing, save for one archival copy held by counsel and for automatic backups, which remain subject to this Agreement.

8. Term

This Agreement takes effect on the date above and the confidentiality obligations survive for [3 / 5] years from disclosure, or longer where the information is a trade secret.

9. Governing law and disputes

Governed by the laws of Mexico. Any dispute is finally resolved by arbitration under the rules of [INSTITUTION], seat [SEAT], language English (counsel to confirm on execution). Either Party may seek urgent interim relief from any competent court.

10. General

This Agreement is the entire agreement on its subject matter; no waiver unless in writing; if any provision is unenforceable the rest survives; it may be executed in counterparts and by electronic signature.

Signatures

Disclosing Party: ____ **Juan Carlos Pereyda Villa, Founding Partner, for Safa Global Ventures, S.A.P.I. de C.V. (in formation). Date: __**

Recipient: ____ **Name: [RECIPIENT]. Title (if an entity): [TITLE]. Date: __**