

MUTUAL NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (hereinafter referred to as the “Agreement” or “NDA”) is made effective on the date of the last signature of the Parties below (the “Effective date”) by and between

EKWB, d.o.o., a limited liability company, organized and registered under the laws of the Republic of Slovenia, having its registered office at: Pod Lipami 18, 1218 Komenda, Slovenia, Europe, registered with the Slovenian Business Register with Registration Nr.: 358151000, VAT Nr.: SI30449383, duly represented by Mr. Matjaž Krč, CEO

and

_____ [Partner’s full name], born on _____ [date of birth] in/at _____ [place of birth], permanent residence at _____ [Full address], personal ID number/tax ID number/passport number and date of issuance (please underline as applicable): _____

(collectively referred to as the “Parties”),

WHEREAS, in connection with a potential or existing business arrangement either a) the parties intend to conduct discussions or negotiations of contract terms and/or diligence investigations or evaluations of one another’s financial, business, technical or commercial operations or products and services (the “Discussions”), or b) the parties have or will exchange certain data during the performance of services under the business arrangement (“Performance”). The Discussions and/or Performance will result in one party (the “Disclosing party”) intentionally or inadvertently disclosing, delivering or permitting access by the other party (the “Receiving party”) to information, data or materials which are, to the Disclosing party, secret, proprietary and/or confidential. Depending on the circumstances, each party may be referred to as either the Disclosing party or the Receiving party.

WHEREAS, all of the foregoing information, data and materials are referred to collectively in this Agreement as the “Confidential Information” as that term is further defined and described below;

NOW, THEREFORE, in order to protect the Confidential Information, the parties have agreed to be bound by the terms and conditions of this Agreement. The consideration for their performance under this Agreement shall be each party’s right to participate in the Discussions or Performance. By signing below, the parties acknowledge their receipt and the sufficiency of this consideration.

1. CONFIDENTIAL INFORMATION

1.1 The Confidential Information shall include all information, materials and subject matter, works of authorship, methods, processes, techniques, systems, know how, experience and data of technical, operational, administrative, financial or business nature or otherwise, such as in documents, papers, drawings, diagrams, discs, articles, samples, prototypes, materials or otherwise, that is disclosed (intentionally or unintentionally or as a result of one party permitting the representatives of the other to visit any of its premises or its affiliates' premises) by one party ("Disclosing party") to the other party ("the Receiving party"), which relate to or concern the Disclosing party and/or its business, containing, expressing or embodying information with regard to Disclosing party's (a) products, both existing and under development, and all related documentation, algorithms, source code, object code, workflows, models, formulae, structures, schematics, designs, specifications and flow charts containing, comprised by or embodied in such products; (b) current or prospective business plans, customers, finances, contracts, contractual arrangements, employees, contractors, partners, investors and suppliers; and/or (c) all other aspects of Disclosing party's business or affairs. The above mentioned list shall not be considered as exhaustive.

1.2 All of the foregoing shall be Confidential Information hereunder irrespective of its field of use, whether or not marked as confidential and whether it is: (i) owned by the Disclosing party, leased or licensed from third parties held for the benefit of or in connection with its clients, customers, business partners or investors; (ii) intangible or tangible, but if tangible, regardless of form, medium or physical format, including paper documents or graphic or machine readable media; and (iii) communicated in any language, in visual, written, oral, electronic or other form, whether in whole or in part.

1.3 Confidentiality obligations hereunder shall apply to all disclosures, irrespective whether made by a Party to this Agreement or its affiliated company or advisor. Affiliated company shall for the purpose of this Agreement mean any legal entity considered an affiliate under applicable legislation, including their management or associates. Advisor shall for the purpose of this Agreement mean any natural person or legal entity, including its management and associates, rendering legal, tax, business, entrepreneurial or other counselling services for the Party to this Agreement or its Affiliated company.

1.4 Confidentiality obligations hereunder shall apply to all disclosures pertaining to the business arrangement, whether made before or after the Effective Date.

2. NON-DISCLOSURE, NON-USE AND NON-CIRCUMVENTION

2.1 The Receiving party shall hold all Confidential Information in confidence and shall not disclose or provide the Confidential Information to any individual or entity without the express prior written consent of the Disclosing party in each instance, except to the Authorized Recipients.

2.2 The term "Authorized Recipients" shall mean those employees, consultants or agents, financial, legal and other advisors, contractors, sub-contractors or any other person (natural or legal) in business relationship with the Receiving party to whom disclosure is required to carry out the Discussions and/or Performance and who have executed a confidentiality agreement or are otherwise bound to duties of non-disclosure and restrictions on use of the Confidential Information at least as restrictive as those set forth in this Agreement. The Receiving party shall be held liable and shall indemnify the Disclosing party for any breach of the terms of this Agreement by such persons as if such breach was committed by the Receiving party.

2.3 In all events the Receiving party shall handle, store and maintain all Confidential Information with a degree of care that is reasonable for the circumstances of disclosure and the nature of each component of Confidential Information, at least with the same degree of care as the Receiving party employs with respect to its own proprietary and confidential information of like importance. The Receiving party shall not make any use of the Confidential Information whatsoever except such limited uses as are required for the Discussions and/or Performance.

2.4 The Receiving party shall not make any notes, copies or photographs, without the prior written consent of the Disclosing party, except when reasonably necessary for the permitted purposes, after first obtaining a prior written consent of the Disclosing party, in which case such copies and materials shall be regarded as Confidential Information of the Disclosing party. Furthermore the Receiving party shall upon the request of the Disclosing party at any time immediately cease using the Confidential Information received under this Agreement and promptly, at the option of the Disclosing party, return or destroy all copies of the Confidential Information and certify that the same has been accomplished.

2.5. The non-competition provisions of this Agreement are an essential and material part of the total agreement, by which the Receiving party agrees it shall not use any advantages derivable from such confidential information in its own business or affairs, unless the same is done pursuant to a new agreement executed by all signatories to this document.

2.6. The Receiving party hereby agrees for himself or herself, their officers, directors, agents, associates and any related parties, that they will not, directly or indirectly, contact, deal with or otherwise become involved with any entity or any other entities or parties introduced, directly or indirectly, by or through the other party, its officers, directors, agents or associates, for the purpose of avoiding the payment to the Disclosing party of profits, fees or otherwise, without the specific written approval of the Disclosing party.

2.7. The Receiving party understands that the Disclosing party makes no representation or warranty as to the accuracy or completeness of the information it provides to the Receiving party. The Receiving party agrees that neither the Disclosing party, nor any of its advisers, representatives, agents, or employees shall be held liable for utilization of Confidential Information which results from the Receiving party's use of said information.

3. CONFIDENTIALITY EXCLUSIONS

3.1 The Receiving party shall have no obligation under Section 2 with respect to any Confidential Information which the Receiving party can demonstrate by reasonable written evidence contemporaneous with the event of the exclusion sought to be used hereunder:

- (a) was already known to it prior to the time of its receipt hereunder;
- (b) is or becomes generally available to the public other than by means of breach of this NDA;
- (c) is independently obtained from a third party whose disclosure to the Receiving party does not violate a duty of confidentiality;
- (d) is independently developed by or on behalf of the Receiving party without use of, reference to or reliance on any Confidential Information;
- (e) is approved for release upon the written permission of an authorized representative of the Disclosing party.

3.2 The Receiving party is entitled to disclose the Confidential Information to the extent required (i) by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body, or (ii) by the laws or regulations of any country with jurisdiction over the affairs of any company within the relevant party's group, or (iii) by the rules of any stock exchange on which the shares of any company in the relevant party's group are listed, or (iv) in any offering circular, information memorandum or other offering materials distributed by the Party to potential investors (whether in draft, preliminary or final form) in connection with any proposed offering of securities, provided that where legally permitted the Receiving party has given notice of such disclosure to the Disclosing party and has given the Disclosing party a reasonable opportunity to object to such disclosure and has provided reasonable assistance in obtaining and enforcing a protective order or other appropriate means of safeguarding any Confidential Information so required to be disclosed.

3.3. Each party acknowledges the importance the other places on protecting the privacy of its customers and other end users ("End Users"). Accordingly, the receiving party shall take reasonable measures, and in any event measures consistent with applicable law and industry codes binding on it, to safeguard any individually identifiable data about End Users of the other party, other than Shared End Users as defined below, including among other items their names, addresses, telephone number(s), email address(es) or credit information (collectively "End User Data"), against unauthorized access or use. All End User Data acquired from persons who

are End Users of the disclosing party and not also of the recipient ("Disclosed End User Data") will be deemed the Confidential Information of the disclosing party and will be subject to the terms of this agreement, except that: (i) the obligation to safeguard Disclosed End User Data will not expire unless the affected End User has affirmatively so consented in accordance with applicable law; (ii) the receiving party shall not use, transfer or disclose any Disclosed End User Data to a non-party, and shall not export it anywhere outside the country in which the receiving party acquired it from the disclosing party. Upon request, the receiving party shall promptly return to the disclosing party all Disclosed End User Data in the receiving party's possession, and shall not retain any copies of it or use it in connection with its services or products. The foregoing provisions of this section do not apply to Disclosed End User Data obtained from an End User of the disclosing party who also is or becomes an End User of the recipient independently of this agreement (a "Shared End User"). Each party shall comply with applicable law and industry codes with respect to the safeguarding of End User Data of Shared End Users.

4. NO TRANSFER OF RIGHTS

4.1 Nothing in this NDA is nor shall it be deemed to be any transfer, conveyance, assignment or waiver (by express licence, implied licence or otherwise) by the Disclosing party of any Intellectual Property Rights (as defined below) it has or claims to have in the Confidential Information, and the Receiving party shall hold any Confidential Information disclosed to it as a bare trustee for the Disclosing party. All confidential information, including but not limited to all intellectual property rights, shall remain the exclusive property of the Disclosing party.

4.2 As used herein, the term "Intellectual Property Rights" shall mean all right, title and interest, including, without limitation, all copyright rights (including, without limitation, database rights and compilations), patent rights and trademark rights and other intellectual property rights, as well as all proprietary rights (including trade secret rights), whether or not evidenced by certificates, applications or registrations therefor and whether granted permanently, on initial issuance or granted upon reissue, re-examination, division, extension, provisionally, in continuation or in continuation-in-part and at all times further including all goodwill associated with all such rights.

5. TERM, TERMINATION, REMEDIES, NON-SOLICITING, NON-COMPETING

5.1 This agreement shall be effective as of the Effective date first written above and shall thereafter continue for one (1) year if the parties' Discussions do not result in business collaboration. If the parties reach an agreement and enter into a business collaboration, the validity of this Non-Disclosure Agreement shall continue for the entire duration of the business collaboration under the business arrangement from Section 1.1., extended for 3 (three) years. For avoidance of doubt, if business collaboration referred to herein is agreed in a formal written agreement, the duration of the business collaboration shall mean the validity period of such written agreement entered into between the Parties with respect to the business collaboration, as well as any subsequent or substitute agreement entered into between the Parties after the expiration or termination of the validity of the initial agreement. The confidentiality obligation hereunder shall terminate in 10 (ten) years after the disclosure of the last Confidential information.

5.2 The Receiving party shall return documents and any copies thereof at the latest on termination of this Agreement. This shall not apply to exchanged Confidential Information or copies thereof which must be stored by the Receiving party according to mandatory law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligation.

5.3 Each party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the other party (the "Harmed party") irreparable harm and therefore agrees that the Harmed party shall have the right to apply to a court of competent jurisdiction for specific performance, and/or an order restraining and enjoining any such further disclosure or breach, as well as for an injunctive relief against anticipated breach and for such other relief as the Harmed party shall deem appropriate. In case of breach of this NDA, the Harmed Party shall be entitled to a

penalty in the amount of 70.000,00 EUR, without prejudice to compensation for exceeding damages according to the general rules on liability for damages or other legal remedies available at law. The prevailing party in any litigation pursuant to this Section shall be entitled to recover from the non-prevailing party in such litigation all of its costs, expenses and reasonable attorneys' fees paid or incurred in connection therewith.

5.4 The Receiving party hereby agrees to indemnify and keep the Disclosing party at all times fully indemnified in respect of any and all claims, demands, losses, damages, liabilities, costs and/or expenses incurred by the Disclosing party, which arise out of or in connection with any breach of this Agreement by the Receiving party.

5.5 Each party to this Agreement agrees that without the prior written consent of the other party, it will not, directly, or indirectly (including through an affiliate), hire or cause to be hired as an employee or independent contractor or induce any of the other party's employees or independent contractors involved in connection with the Discussions and/or Performance to leave their employment during the term of this Agreement and for twelve (12) months following the termination of this Agreement for any reason.

5.6 The Parties specifically undertakes and warrants that it shall not directly, or indirectly be involved in or in any way facilitate copying of another Party's product/s that has been subject to disclosure of Confidential Information, or produce any product that may be deemed confusingly similar to any of such products that has been subject to disclosure of Confidential Information.

5.7 Each Party shall comply with all applicable export control regulations regarding the export and deemed export of any Confidential Information disclosed by or on behalf of the other Party under this Agreement. Unless expressly permitted to do so by the disclosing Party neither Party shall undertake any analysis or reverse engineering of any hardware, software or other technology comprised in the Confidential Information disclosed by or on behalf of the other Party under this Agreement nor shall it permit any affiliated Company to do so.

6. ELECTRONIC SIGNATURE

6.1 If the Agreement is drafted and entered into in electronic form and signed with an electronic signature, the Parties acknowledge the validity of such electronic signature and legally binding nature and enforceability of the agreement entered into in such a way, whether the signature complies with the standard of simple, advanced or qualified electronic signature, verified with a qualified digital certificate.

6.2 Any document signed between the Parties in relation to their business relationship hereunder and complying with the provisions of the preceding paragraph shall be a) regarded as validly executed, b) complying with the requirement of »written form«, c) reflecting the established business practice between the Parties and d) regarded, and the same shall hold true for any electronic copy thereof, as having the same probational value as printed business documentation.

6.3 If the Agreement is entered into in printed form, it will be drafted in two (2) identical copies, each party receiving one copy thereof.

7. MISCELLANEOUS

7.1 The parties agree that any Confidential Information is made available "as is" and that no warranties of any kind are granted or implied with respect to the quality of Confidential Information, including but not limited to, its fitness for any purpose, non-infringement of third party rights, accuracy, completeness or correctness. Nothing in this Agreement shall be construed as restricting or precluding Receiving party at any time from independently developing ideas, negotiating with, or entering into any agreement with others relating to the Discussions and/or Performance of this Agreement; subject, however, to the previous Sections hereof with respect to disclosure of information. Neither party shall be obliged to enter into any further agreement with other in relation to the Discussions and/or Performance or otherwise.

7.2 This Agreement contains the entire agreement of the parties with respect to confidentiality, non-disclosure and non-use obligations and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter hereof. This

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Agreement may not be amended except in a written document executed by both parties. Neither party may assign this Agreement without prior written consent of the other party. Any attempt at assignment in violation of this Section shall be null and void. This Agreement shall be binding upon each party's respective successors and permitted assigns.

7.3 If any provisions of this agreement are invalid or unenforceable, the validity of the remaining provisions shall not be affected. The parties shall replace the invalid or unenforceable provision by a valid and enforceable provision that will meet the purpose of the invalid or unenforceable provision as closely as possible. No failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise thereof preclude any other or further exercise thereof as the exercise of any right, power or privilege hereunder. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1 This Agreement is drafted in English language and shall be governed, construed and interpreted by the laws of Slovenia, without effect of the rules on conflict of laws.

8.2 The disputes shall be settled amicably, through negotiation and in good faith. Any controversy, dispute or claim arising out of or in connection with this Agreement or any individual order placed under the Agreement, including the validity, breach or termination thereof, that cannot be resolved amicably shall be finally settled by arbitration in accordance with the Arbitration Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia with the application of the Rules for Expedited Arbitral Proceedings. The Arbitral Tribunal shall be composed of a sole arbitrator. The seat of the arbitration shall be Ljubljana, Slovenia. The language to be used in the arbitral proceedings shall be English.

8.3 Notwithstanding the foregoing, the plaintiff shall also be entitled to file a petition for injunction to and enforce the final arbitral or judicial award before the court competent according to the rules valid at the defendant's registered seat.

IN WITNESS WHEREOF, the parties to this Mutual Nondisclosure Agreement have caused it to be duly executed by their respective duly authorised representatives.

FOR EKWB

FOR _____ [Name and Surname]

Date: _____

Date: _____

Authorized Signature

Authorized Signature

Matjaž Krč, CEO