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Mutual Non-Disclosure Agreement

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Version	Modified by	Modifications made	Date modified
1.0	SPB	Content	02/2025

Mutual Non-Disclosure Agreement

THIS AGREEMENT is made and entered into practice on [Effective date], 2025 to establish terms governing the use and protection of confidential and/or proprietary information that either party may disclose to the other party. Agreement parties are:

Incode Czech Republic s.r.o.
ID number: 22635891,
Registered address: Pujmanové 1753/10a, Nusle, 140 00 Praha 4, Czech Republic
("Incode")

Customer Name (herein "Customer Name")
ID number:
Registered Address:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1 Confidential Information.

1.1 In furtherance of the business relationship, either party (the "Discloser") may make available to the other party (the "Recipient") information which is confidential and/or proprietary to Discloser, including without limitation, all information and property relating to software (including without limitation its architecture, features, functions, structure and code), products, technology, development plans, potential or pending acquisitions, trade secrets, specifications and data, financial information, projections, forecasts, formulae, know-how, designs, marketing plans and strategies, customer and supplier lists, internet implementation and operation processes and policies, and other valuable business information which is proprietary and/or confidential to Discloser ("Confidential Information). Confidential Information shall include only that information furnished, disclosed or transmitted to the Recipient, whether disclosed orally or in writing, which is clearly identified by the Discloser as being "confidential" or "proprietary", or which by the nature of the information and/or the manner or circumstances of its disclosure would reasonably indicate its confidential or proprietary

nature. However, Confidential Information shall not include any information which:

1.1.1.a   is or becomes publicly known through no wrongful act or failure to act on the part of Recipient;

1.1.1.b   is known by the Recipient without any proprietary restrictions at the time of receipt of such Confidential Information from the Discloser or becomes known to the Recipient without proprietary restrictions from a source other than Discloser; or

1.1.1.c   is shown by the Recipient to have been developed by its employees wholly without reference to the Confidential Information of the Discloser.

1.1   Information disclosed under this Agreement shall not be deemed to be within the foregoing exceptions merely because such information is embraced by more general information in the public domain or in the Recipient's possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the Recipient's possession, but only if the combination itself and its principle of operation are in the public domain or in the Recipient's possession.

1.2   The Recipient agrees to receive the Confidential Information in confidence and to make no disclosure of the Confidential Information to third parties unless specifically authorized to do so in writing by Discloser, and to keep the Confidential Information secret and confidential using the same degree of care as is issued by the Recipient to protect its own confidential information, but in no event less than a reasonable degree of care.

2   Ownership Rights.
2.1   Discloser shall retain all ownership rights in and to the Confidential Information it discloses to Recipient. No licenses or rights under any patent, copyright, trademark, trade secret or other intellectual property rights are granted or implied under this Agreement. Recipient shall not remove or alter any notice of copyright, trademark or other intellectual property right or disclaimer contained in or on the Confidential Information and shall ensure that every copy or portion thereof made by Recipient contains such notices. Except to the extent permitted by applicable law, Recipient shall not reverse engineer or decompile the source code from the object code for any software provided by Discloser.

3   Limitation on Use.
3.1   The Recipient shall use such Confidential Information only in connection with the furtherance of the business relationship between the parties, and the Recipient shall make no further use, in whole or in part, of any such

Confidential Information. However, nothing in this Agreement shall restrict the Discloser from using, disclosing or disseminating its own Confidential Information in any way. Incode and "Customer Name" will also take all steps which are reasonable to prevent their employees and consultants from using or disclosing any of the other party's proprietary information except as required for the performance of their duties hereunder.

3.2 The Recipient further agrees to disclose the Confidential Information only to its employees whose services are required in furtherance of the objectives of the business relationship between the parties, and to require each of its employees to comply with the terms of this Agreement, prior to the disclosure to such employees.

3.3 The Recipient shall not use the Confidential Information to develop, manufacture, market, or sell any products, services, or technologies that compete with the Discloser's business or assist any third party in doing so, unless expressly authorized in writing by the Discloser. Recipient shall not use any of the Confidential Information to create any derivative work thereof, except solely as permitted under a definitive written agreement executed by both parties that expressly permits such creation. Further, the Recipient shall not use the Confidential Information to solicit, divert, or attempt to solicit or divert any customers, employees, or business opportunities away from the Discloser.

4 <u>Disclosure Required by Law.</u>

If any applicable law, regulation or court order requires Recipient to disclose any of Discloser's Confidential Information, recipient shall promptly notify Discloser in writing prior to making any such disclosure, in order to facilitate Discloser's efforts to protect its Confidential Information. In such circumstances, Recipient shall cooperate with Discloser, at Discloser's reasonable expense, in seeking and obtaining protection for Discloser's Confidential Information.

5 <u>Independent Development and Residuals.</u>

The terms of confidentiality under this Agreement shall not be construed to limit either party's right to develop independently or acquire products without use of the Discloser's Confidential Information. The Discloser acknowledges that the Recipient may currently or in the future be developing information internally or receiving information from third parties that is similar to the Confidential Information. Accordingly, nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that Recipient does not violate any of its obligations under this Agreement in connection with such development. Further, subject to Section 2, the Residuals shall not be subject to the confidentiality obligations contained in this Agreement. "Residuals" means generic information, excluding Confidential Information, in non-tangible

form which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein.

6   Return or Destruction of Confidential Information.
The Recipient shall not make any additional copies of Confidential Information without the express written consent of the Discloser. The Recipient agrees that it will within ten (10) days after written request by the Discloser, return or destroy all documents and tangible property in its possession which contain any part of the Confidential Information disclosed to the Recipient by the Discloser hereunder.

7   Disclaimer.
No rights or obligations other than those expressly recited herein are implied by this Agreement. In particular, no license is hereby granted directly or indirectly under any patent or copyright now held by, or which may be obtained by, or which is or may be licensed by either party.

8   Injunctive Relief.
The parties acknowledge that Information is unique and valuable, and that Discloser will have no adequate remedy at law if Recipient does not comply with its obligations under this Agreement. The Recipient acknowledges that any unauthorized disclosure or use of the Confidential Information would cause irreparable harm to the Discloser, for which monetary damages alone would be inadequate. Therefore, Discloser shall have the right, in addition to any other rights it may have, to seek in any court of competent jurisdiction temporary, preliminary and permanent injunctive relief to restrain any breach, threatened breach, or otherwise to specifically enforce any obligations of Recipient if Recipient fails to perform any of its obligations under this Agreement. The Recipient shall indemnify, defend, and hold the Discloser harmless from and against any and all damages, losses, liabilities, costs, and expenses arising out of or related to any breach of this Agreement by the Recipient.

9   Enforceability.
In the event of the invalidity or un-enforceability of any provision of this Agreement under any applicable law, the parties agree that such invalidity or un-enforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.

10   Governing Law and Disputes.
This Agreement will be governed by and construed in accordance with the laws of the Czech Republic. All disputes arising from the Agreement and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court. The place of arbitration shall be Prague, Czech Republic. The

language of the arbitration shall be English. The parties agree that the arbitration proceedings and any related documents shall be treated as confidential.

11 Integration.
This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes, cancels, and merges all agreements, negotiations, commitments, writings, and discussions between them as to the subject matter prior to the date of this Agreement. Neither of the parties shall be bound by any condition or representation with respect to such subject matter, other than as expressly provided in this Agreement or as duly set forth on or subsequent to the date of this Agreement in writing, and signed by a proper and duly authorized representative of the parties.

12 Term.
This Agreement shall remain in effect for an indefinite period unless terminated in writing by either party. The obligations set forth herein shall remain binding for the duration of the Agreement and shall continue for a period of three (3) years following its termination, unless otherwise agreed in writing. Notwithstanding the foregoing, the Recipient's confidentiality obligations with respect to any Confidential Information that qualifies as a trade secret under applicable law shall continue for as long as such information remains a trade secret.

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized officers as of the date first above written.

Incode Czech Republic s.r.o.   "Customer Name"

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

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