

# MUTUAL NON-DISCLOSURE AGREEMENT

**This Agreement** made on 27 June 2024.

Between the following Parties (the "**Parties**" and individually a "**Party**"):

- (1) Clarus Networks Limited, a company registered in Scotland, whose registered office is at 2F Inchmuir Road, Whitehill Industrial Estate, Bathgate. EH48 2EP, Scotland, and whose registered number is SC492820; and
- (2) Železničná spoločnosť Slovensko (ZSSK), a company registered in Slovakia, whose registered office is at Rožňavská 1832 72 Bratislava, Slovakia, and whose registered number is 36 293 004.

## BACKGROUND

- (A) Each of the Parties to this Agreement are considering disclosing information (the Confidential Information) to the other Party for the purpose of the provision of rail specific low earth orbit satellite terminals and services (the Purpose).
- (B) This will include information concerning each Party and/or its Group Companies, and the Parties wish to regulate how such information will be protected.

## AGREEMENT

In consideration of their respective obligations, the Parties agree as follows:

### 1 Definitions

In this Agreement:

"**Confidential Information**" means any and all information, whether disclosed orally or in writing or in any other form, and whether disclosed before, on or after the date of this Agreement, owned or controlled by, or relating to the business or affairs of, the Disclosing Party or any of its Group Companies and disclosed by the Disclosing Party to the Recipient in relation to the Purpose;

"**Disclosing Party**" means the Party disclosing Confidential Information to the other;

"**Group Companies**" means in relation to a Party, its ultimate holding company and the direct and indirect wholly owned subsidiaries (other than such Party) of such holding company;

"**Permitted Purpose**" / "**Purpose**" means the use of Confidential Information for the purposes of the Recipient considering whether it (or one or more of its Group Companies) should enter into a Transaction, and having discussions with the Disclosing Party about a possible Transaction;

"**Receiving Party**" / "**Recipient**" means the Party receiving Confidential Information from the other Party; and

"**Representatives**" means, in relation to a Recipient, its, and any of its Group Companies', officers, staff, professional advisers and subcontractors who: -

- a. need to have access to any Confidential Information for the Purpose;
- b. have been made aware of the provisions of this Agreement and the Recipient's obligations under it; and
- c. have been and are bound by confidentiality and usage obligations in respect of the Confidential Information no less onerous than the obligations of the Recipient in this Agreement.

### 2 Confidential Information

2.1 The Recipient undertakes not to use the Confidential Information disclosed by the other party for any purpose except the Purpose, without first obtaining the written agreement of the other party.

2.2 The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party except to its employees and professional advisers who need to know the same for the Purpose, who know they owe a duty of confidence to the other party and who are bound by obligations equivalent to those in clause 2.1 above and this clause 2.2.

- 2.3 The undertakings in clauses 2.1 and 2.2 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
- (a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Receiving Party or any other person in breach of the terms of this agreement;
  - (b) the Receiving Party can prove that it received the information from a source that is not connected with the Disclosing Party and that such source was not under any obligation of confidence in respect of that information;
  - (c) the Receiving Party can prove that the information was lawfully in its possession before it was disclosed to the Receiving Party by the Disclosing Party (or on its behalf) and that the Receiving Party was not under any obligation of confidence in respect of that information; or
  - (d) the parties agree in writing that the information is not confidential.

### **3 Obligations**

- 3.1 Subject to clause 4 below the Recipient shall, and shall procure that its Representatives shall:

- (a) keep the Confidential Information confidential;
- (b) use the Confidential Information only for the Permitted Purpose;
- (c) not directly or indirectly disclose or otherwise make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with, the terms of this agreement;
- (d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Permitted Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
- (e) inform the Disclosing Party promptly on becoming aware, or suspecting, that Confidential Information has been disclosed to, or otherwise obtained by, an unauthorised third party in breach of this agreement.

- 3.2 If the Disclosing Party so requests at any time by notice in writing to the Receiving Party, the Receiving Party shall as soon as reasonably practicable and in any event within five Business Days:

- (a) return to the Disclosing Party or, at the Disclosing Party's option, destroy all originals and copies of Confidential Information, that have been supplied to or generated by the Receiving Party or any Permitted Recipient;
- (b) permanently delete all Confidential Information from its computer and communications systems and devices used by it and any member of its Group, including such systems and data storage services provided by third parties (to the extent technically and legally practicable);
- (c) confirm in writing to the Disclosing Party (by a certificate signed by one of the Receiving Party's directors) that the Receiving Party has complied with its obligations under this clause 3.2.

- 3.3 Notwithstanding clause 3.2 above, the Recipient may, subject to the other provisions of this Agreement, retain in its records one copy of any Confidential Information that it has been obliged to disclose in accordance with clause 4.1 below.

### **4 Exception**

- 4.1 Subject to paragraph 4.2 below, the Receiving Party may disclose Confidential Information to the minimum extent required by:

- (a) an order of any court of competent jurisdiction or any regulatory, judicial,

- governmental or similar body or any taxation authority of competent jurisdiction; and
- (b) the laws or regulations of any country to which the Receiving Party is subject.

- 4.2 Before making any such disclosure, the Recipient shall, to the extent that it is not prevented from doing so by such law, order or requirement, :
  - (a) first promptly notify the Disclosing Party in writing of the details of the ordered or required disclosure; and
  - (b) if so requested and so far as is reasonable, assist the Disclosing Party, at the Disclosing Party's cost, in seeking a protective order or other assurance with respect to maintaining the confidentiality of such Confidential Information.

## **5 Ownership**

- 5.1 Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the other party except the right to copy the Confidential Information disclosed by the other party solely for the Purpose.

## **6 Reservation of rights and acknowledgement**

- 6.1 This agreement and the supply of Confidential Information by a party shall not constitute an offer, or a representation or warranty on the part of that party to enter into any agreement with the other party in relation to the Permitted Purpose.
- 6.2 All rights in the Confidential Information are reserved and none of the Confidential Information of one party shall be the property of the other. The disclosure of Confidential Information by one party to the other party shall not give the other party or any other person any licence or other right whatsoever in respect of any Confidential Information beyond the rights expressly set out in this agreement.
- 6.3 The Receiving Party acknowledges that if it breaches this Agreement damages alone may not be an adequate remedy for the Disclosing Party. Accordingly, and without prejudice to any other rights and remedies the Disclosing Party may have, the Disclosing Party shall have the right to apply for injunctive relief or for specific performance of the Recipient's obligations.
- 6.4 This Agreement shall bind the successors of each Party.

## **7 Publicity and Marketing Restriction**

- 7.1 The Receiving Party agrees not to make any public announcement, press release, or engage in any marketing or promotional activities related to the Confidential Information without the prior written consent of the Disclosing Party. This includes, but is not limited to, any disclosure of the Confidential Information to any third party for the purpose of publicity, marketing, or promotion. Any such written consent must specify the nature and content of the proposed announcement, press release, or marketing activity, and the Receiving Party must adhere strictly to the approved content. Any deviation from the approved content will be considered a breach of this Agreement. This clause shall survive the termination of this Agreement.

## **8 Duration**

- 8.1 The obligations of the Parties under this Agreement will cease to have effect 2 (two) years after the date of this agreement. Such cessation shall not, however, prejudice any then accrued rights in respect of any breaches of this Agreement or the continuation in force of any provisions necessary to assert or enforce any such rights.

## **9 General Provisions**

- 9.1 The rights and obligations in this Agreement are in addition to any confidentiality

obligations implied or imposed by applicable law.

- 9.2 No failure or delay by either Party in exercising any right or remedy under this Agreement shall operate as a waiver of that right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise of any right or remedy under this Agreement.
- 9.3 This Agreement shall enter into force on the first day after its Publication in The Central Register of Contracts of the Government Office of the Slovak Republic.
- 9.4 This Agreement may only be amended by a further written agreement to that effect signed by the Parties.
- 9.5 If any provision of this Agreement is held to be invalid, illegal or unenforceable (the "Invalid Provision"), the remaining provisions shall be unimpaired and the Parties will in good faith negotiate a substitute provision for the Invalid Provision which as closely as possible meets its intent while at the same time being valid, legal and enforceable.

## **10 Governing law and jurisdiction**

- 10.1 This agreement and any dispute or claim arising out of or in connection with it or its subjectmatter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Slovakia. The Slovak Courts shall have exclusive jurisdiction to deal with any dispute or claim which has arisen or may arise out of, or in connection with, this Agreement.

Signed on behalf of **Clarus Networks Limited** by its duly authorised representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

Signed on behalf of **Železničná spoločnosť Slovensko (ZSSK)** by its duly authorised representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
CEO & Chairman of the Board of  
Directors  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Head of Legal Services Department &  
Vice-Chairman of the Board of Directors  
Position

\_\_\_\_\_  
Date

