

NON-DISCLOSURE AGREEMENT

12.06.2025, Bratislava, Slovakia

This Non-Disclosure Agreement (the “**Agreement**”) has been concluded by and between:

Civitta Slovakia, a company incorporated under the laws of Slovakia, with its principal place of business/registered address at Bottova 2a, 811 09, Bratislava, registration number 36740454, represented by the Livia Šimončíková, Operations Manager (the “**Company**”); and

Technical University of Košice, Faculty of Electrical Engineering and Informatics, a company incorporated under the laws of Slovakia, with its principal place of business/registered address at Letná 1/9, 042 00 Košice-Sever, registration number: SK2020486710, represented by the professor Ing. Liberios Vokorokos, dean (the “**Client**”);

collectively referred to as the “Parties” and individually referred to as the “Party”.

WHEREAS:

A. Each Party may disclose certain of its confidential and proprietary information to the other Party (such Party when disclosing such information being a “Disclosing Party” and such Party when receiving such information being a “Receiving Party”).

B. The Disclosing Party considers providing certain information to the Receiving Party, which could be related to the Disclosing Party’s business and/or its Related Parties (including the Disclosing Party’s shareholders, affiliates, sister companies, or any of their representatives or advisers, and all entities related to such Party via its direct or indirect ownership; the “**Related Parties**”) (the “**Business**”) some (or all) of which may be considered Confidential Information.

1. CONFIDENTIAL INFORMATION

1.1. “Confidential Information” shall mean any non-public information that the Disclosing Party specifically marks and designates as confidential or which, under the circumstances surrounding the disclosure, out to be treated as confidential.

1.2. The term “**Confidential Information**” shall mean all information and data relating to the Disclosing Party or the Business, including:

1.2.1. any and all financial, legal, technical, commercial or other information (regardless of the medium in which it is recorded or preserved and whether oral, written or otherwise), including, but not limited to, information of Disclosing Party’s sales, know-how, inventions, patents, staff, business, processes, planning and personal information and data, which is disclosed for the purposes and in relation to or as a consequence of review, inquiries, discussions, negotiations and implementation of the Business and which is disclosed by, or at the request or direction of, the Disclosing Party and/or any of its respective directors, employees, agents or advisers;

1.2.2. any other information that has real or potential commercial value because it is not known to third parties and that cannot be freely accessed due to the Disclosing Party’s reasonable attempts to secure its confidentiality;

1.2.3. any other information the Disclosing Party has indicated as confidential, or any information which due to its content or disclosure circumstances should be reasonably comprehended as such; and

1.2.4. any other information that is not publicly available was made available to the Receiving Party, that this Agreement was entered into or that discussions or negotiations related to the Purpose took place.

1.3. This Agreement imposes no obligation upon Receiving Party with respect to Confidential Information of the Disclosing Party that:

1.3.1. is or becomes a matter of public knowledge through no fault of the Receiving Party;

1.3.2. is rightfully received by the Receiving Party from a third party without a duty of confidentiality;

- 1.3.3. is independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party; or
- 1.3.4. is identified by the Disclosing Party in writing as no longer being confidential and proprietary.

2. PROTECTION OF CONFIDENTIAL INFORMATION

2.1. The Receiving Party shall:

- 2.1.1. use the Confidential Information only for the purpose of evaluating or pursuing a business relationship with the Disclosing Party (the "**Purpose**");
- 2.1.2. treat all Confidential Information as being strictly confidential and implement and maintain all such technical and organizational security measures as may be reasonably available (having regard to technical developments at the time) and as are appropriate in the circumstances to protect Confidential Information against unauthorized or unlawful processing, accidental loss, distribution or damage;
- 2.1.3. not, without the express prior written consent of the Disclosing Party, disclose any Confidential Information to any person other than its advisors and members of governing bodies or group of companies, directors, officers, members, contractors, subcontractors, employees, agents, managers, consultants, and individuals seconded to work (the "**Representatives**") required to carry out the Purpose, and will ensure that all those to whom the Confidential Information is disclosed are aware of and observe the terms of this Agreement in all respects as if they were a party to this Agreement.

2.2. Notwithstanding the foregoing, disclosure of Confidential Information is not considered a breach of this Agreement if the Receiving Party is required to disclose it by applicable law or a court of competent jurisdiction, but only to the minimum extent of such requirement.

2.3. Disclosed information remains the property of the Disclosing Party. Disclosure under this Agreement shall not be construed as granting the Receiving Party any right or license to any Confidential Information.

2.4. The Parties take into use all objectively necessary and reasonable measures to assure the confidentiality of the confidential information set out in this Agreement.

2.5. In case of noncompliance or inappropriate compliance with obligations set forth in this Agreement, the Recipient Party shall compensate all direct losses incurred due to non-compliance or inappropriate compliance with its obligations. In any way, the compensation of losses (damages) shall be limited by an amount which equals the price the Company has received from the Client for the services provided, except in cases when the damages result from the malice or gross negligence of the Recipient Party.

3. RETURN OF CONFIDENTIAL INFORMATION

3.1. On the Disclosing Party's written request the Receiving Party shall promptly:

- 3.1.1. return to the Disclosing Party all Confidential Information (and any documents, tangible materials and copies of it) in the Receiving Party's control or possession;
- 3.1.2. delete and destroy all Confidential Information from any computer or data storage system into which it was entered; and
- 3.1.3. if required by the Disclosing Party at any time, certify in writing that the provisions of paragraphs above have been complied with.

4. APPLICABLE LAW AND DISPUTE RESOLUTION

4.1. This Agreement shall be governed, construed and enforced by the substantive laws of the Slovakia.

4.2. Any differences or disputes arising out of or in connection with this Agreement shall be settled by an amicable effort on the part of both Parties. All claims shall be in writing. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties so notifies the other Party in writing. Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, shall be finally settled by in courts of Slovakia.

5. FINAL PROVISIONS

5.1. This Agreement shall enter into effect from its execution by both Parties and shall be valid for 5 years or until the termination of the Client's contract with the Company (if concluded).

5.2. This Agreement can be amended only by a written document signed by duly authorized representatives of both Parties.

5.3. Client shall have the right to terminate the Agreement without having obtained prior written consent of the Company.

5.4. If any stipulation in this Agreement is found to be illegal or invalid, such stipulation shall no longer be a part of this Agreement and the other stipulations shall remain unchanged by such circumstances. In such a case, the Parties shall in good faith use all reasonable attempts to agree on another stipulation that is not illegal or invalid, and which reflects the Parties' intentions as best as possible.

5.5. No waiver of any term under this Agreement shall be valid unless it is made in writing, signed by the Party to be bound thereby.

5.6. All notices and other communications made or to be made under this Agreement shall be in writing and shall be delivered personally (against signature), via electronic, registered or courier mail. All such communication shall be given to the addresses listed in this Agreement below. Each Party may change the addresses given or designate additional addresses for the purposes of this Agreement by giving the other Party notice of the new address in writing.

5.7. A signed copy of this Agreement and transmitted by email, or other means of electronic transmission to other Party shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

5.8. This contract shall enter into force on the date of its signing by the contracting parties and shall take effect on the day following the date of its publication in the Central register of contracts pursuant to the provisions of Section 47a of Act No. 40/1964 Coll. Civil Code, as amended, and Section 5a of Act No. 211/2000 Coll. on free access to information and on amendments and supplements to certain acts (Freedom of Information Act), as amended.

6. DETAILS AND SIGNATURES OF THE PARTIES:

Client: Technical University of Košice, Faculty of Electrical Engineering and Informatics	Company: Civitta Slovakia
Commercial registry code: SK2020486710	Commercial registry code: 36740454
Address: Letná 1/9, 042 00 Košice- Sever	Address: Bottova 2a, 811 09, Bratislava
Representative: prof. Ing. Liberios Vokorokos, PhD. - dean	Representative: Lívia Šimončíková, Operations Manager
E-mail: liberios.vokorokos@tuke.sk	E-mail: livia.simoncikova@civitta.com

The Parties have read this Agreement, the contents and consequences of the Agreement have been clarified to them, the Parties understand the Agreement and have signed it as fully corresponding with their will and intentions:

Client

Company

(signature, name surname)

(prof. Ing. Liberios Vokorokos, PhD.)