

14 March 2024

SDH IT GmbH

AND

NON-DISCLOSURE AGREEMENT

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2.Clause

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4. This *non-disclosure agreement* (the "**Agreement**") is entered into in the city of Hamburg, Federal Republic of Germany on the date set out on the cover page above among:

(1) **SDH IT GmbH**, a legal entity under the laws of Federal Republic of Germany, registration number DE306650237, with its registered address at: Anckelmannplatz 1, EG, Aufgang C, Hamburg, 20537 represented by **Vasyl Kuchma**, acting by virtue of a charter, on the one part,

1. and

(2) _____, a legal entity under the laws of _____, identification code _____, with its registered address at: _____, represented by _____, acting by virtue of a _____, on the other part,

2. (hereinafter collectively referred to from time to time as the "**Parties**" and each individually as the "**Party**").

3. **WHEREAS:**

- (A) The Parties, for their mutual benefit, may already have exchanged and wish further to exchange certain information of a confidential nature and wish to protect such information in the manner set out in this Agreement.
- (B) The Parties agreed that the performance of this Agreement applies to all information of a confidential nature that was already provided and/or would be provided by the Parties to each other.

4. **NOW, THEREFORE, the Parties agree as follows:**

1. **SUBJECT MATTER OF AGREEMENT**

- 1.1. This Agreement shall regulate the relations between the Parties with respect to the transfer, use and storage of Confidential information, as this term is defined below, related to the joint activities of the Parties, aimed at establishing cooperation and fulfilment of the respective obligations between the Parties.
- 1.2. The Party disclosing Confidential information to the other Party is hereinafter referred to as the "**Disclosing Party**". The Party receiving Confidential information from the Disclosing Party is hereinafter referred to as the "**Receiving Party**".
- 1.3. Any of the Parties to the Agreement may act as both a Disclosing Party and a Receiving Party in accordance with the definitions provided for in clause 1.2 hereof.
- 1.4. For the purposes of this Agreement the "**Confidential information**" means any and all information that a Party discloses to the other, which includes, but is not limited to the following:
 - 1.4.1. all information received from the Disclosing Party in verbal form or in tangible form, whether or not identified as confidential, proprietary, or in any other similar manner;
 - 1.4.2. any information concerning the business, financial condition, operations, assets, and liabilities of the Disclosing Party;
 - 1.4.3. any notes, analyses, calculations or other documents prepared by the Disclosing Party, which contain, reflect, or are based upon, in whole or in part, Confidential information;
 - 1.4.4. technical information, know-how, processes, discoveries, inventions, researches, designs, drawings, operational data, electronic files and data compilations, service techniques, service documentation, production methods, computer architectures and computer software;

- 1.4.5. other commercial or financial information relating to current activity and future plans of the Parties, both already received and to be further received in any form; technical specifications; experimental information;
- 1.4.6. information of third parties given under confidentiality terms; statements on business activity, technologies, methods, software, trade secret as well as other data of the clients or suppliers of the Parties, the affiliated entities and business partners of the Parties being of restricted nature;
- 1.4.7. other information which is qualified as confidential by effective laws of Ukraine.
- 1.5. Confidential information does not include information that:
 - 1.5.1. is publicly known at the time of its disclosure by the Disclosing Party to the Receiving Party;
 - 1.5.2. comes into the public domain after being disclosed by the Disclosing Party to the Receiving Party through no fault of the Receiving Party;
 - 1.5.3. is received by the Receiving Party from a third party without liabilities on such information disclosure provided that the Receiving Party may prove such receipt; or
 - 1.5.4. is disclosed by the Receiving Party with the written consent of the Disclosing Party.
- 1.6. The Receiving Party is entitled to disclose Confidential Information to the third party without obtaining the consent of the Disclosing Party to the extent that this is required by law, by any court of relevant jurisdictions, or by a governmental or regulatory authority.

2. RIGHTS AND OBLIGATIONS OF PARTIES

- 2.1. While receiving, developing or having access to the Confidential information the Receiving Party shall refrain from disclosure or provision of such Confidential information (as well as from deliberate permitting to access such information or enabling such accession), directly or indirectly to any third person without obtaining the prior approval of the Disclosing Party.
- 2.2. The Receiving Party shall not use or attempt to use Confidential information for his/her own needs or at the request of the third persons, or for any purpose that is not for the direct benefit of the Disclosing Party, or in any other manner which may injure or cause losses either directly or indirectly to the Disclosing Party (or any of his business partners) or may be likely to do so, unless such use has been permitted by the Disclosing Party or is required by legislation.
- 2.3. The Receiving Party shall disclose the Confidential information only to those employees, advisors and consultants, for whom the awareness of the Confidential information is necessary in connection with the fulfilment of their official duties and shall request each such employee, advisor and consultant receiving the Confidential information to sign the written commitment on non-disclosure and confidentiality of the Confidential information.
- 2.4. In case the Receiving Party becomes aware of improper use of Confidential information by other persons, the Receiving Party shall immediately notify the Disclosing Party on such improper use, inform the names of those involved and those, permitted such improper use, the facts, and circumstances of such improper use.

3. RETURN AND DISPOSAL OF CONFIDENTIAL INFORMATION

- 3.1. Either Party may request by written notice the return or disposal of Confidential information disclosed by it hereunder and any photocopies, reproductions, or copies thereof.
- 3.2. When a notice is received under the preceding clause, the Party concerned shall comply with the request

expressed in such notice promptly upon receipt of such notice and shall not keep the relevant Confidential information disclosed.

4. TERM OF AGREEMENT

- 4.1. Unless otherwise agreed in writing by the Parties, this Agreement shall become effective as of the date, on which this Agreement is duly executed, and shall remain in full force and effect for a period of five (5) years from such date or during the validity period of all contracts (agreements) concluded between the Parties, depending on what comes later.

5. RESPONSIBILITY OF PARTIES

- 5.1. The Receiving Party is responsible for disclosure of the Confidential information or unauthorized use of the Confidential information including by its representatives, affiliates and/or any other person engaged by the Receiving Party. For each case of such violation the Receiving Party shall pay a fine to the Disclosing party in the amount of 100 000 Euro.
- 5.2. The Party that has committed a violation of this Agreement shall reimburse the other Party for all direct expenses and losses suffered due to such violation, and uncollected profits (lost profits).

6. SETTLEMENT OF DISPUTES

- 6.1. Any and all disputes arising out of or in connection with performance hereof shall be settled by negotiations between the Parties.
- 6.2. If a respective dispute may not be settled by negotiations, it shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of a sole arbitrator. The seat of the arbitration is Munich, Germany. The language of the arbitration shall be English.

7. ASSIGNMENT OF RIGHTS

- 7.1. This Agreement (or any rights or obligations thereunder) may not be assigned by a Party without the prior written consent of the other Party.

8. MISCELLANEOUS

- 8.1. The terms of this Agreement apply to any agreements between the Parties provided they do not conflict with the rights and obligations established by the Parties under other agreements.
- 8.2. Any failure or delay by either Party to enforce any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power or privilege hereunder preclude any further exercise.
- 8.3. This Agreement may not be amended, except in writing signed by a duly authorized representative of each of the respective Parties.
- 8.4. Neither Party shall be liable for any damage suffered by the other as a result of the use of Confidential information pursuant to the express terms and conditions of this Agreement.
- 8.5. Neither Party makes any representation or warranty (express or implied) as to the accuracy or completeness of the Confidential information.
- 8.6. This Agreement shall be governed by and construed in accordance with the legislation of Federal Republic of Germany.

8.7. This Agreement shall be executed in two copies in the English language, one copy for each Party.

[remainder of this page intentionally left blank]

5.SIGNATURES OF THE PARTIES

6. For and on behalf of the SDH IT GmbH

7. Mr Vasyl Kuchma

8. Signature:

9. For and on behalf of the _____

10. Mr/Ms _____

11. Signature: