



Iskra Mehanizmi, d.o.o.

Zgornji Brnik 400, 4210 Brnik-Aerodrom,

registration number: 6025498000,

ID for VAT: SI68232845,

represented by the General Manager, Stefan Hornivius (hereinafter: Iskra Mehanizmi, d.o.o.)

and

registration number

ID for VAT

represented by the General Manager,

(hereinafter:)

enter into the following

NON-DISCLOSURE AGREEMENT

No.

1. The Parties enter into this Non-disclosure Agreement as a consequence of the need to exchange Confidential Information and in order to stipulate the mutual rights and obligations with regard to the protection of Confidential Information.

2. Definitions

- 2.1. Recipient means the receiving party or the addressee of the information deemed confidential under this Agreement.
- 2.2. Sender means the party communicating or sending the information deemed confidential under this Agreement.
- 2.3. Confidential Information means any information disclosed directly or indirectly – regardless of the communication mode – which concern scientific, technical, trade, strategic, marketing and other expertise, industrial design, blueprints, drawings and schemas, or any other information including the names and contact information of customers and clients, which will be exchanged between both parties under this Agreement. Both parties agree that Confidential Information also means any information the confidentiality of which results from the very nature of the communicated information, which the Recipient understands or is reasonably expected to understand.
- 2.4. Related Entities means any legal entities which are jointly involved in business policy-making or which align their business operations with the aim of attaining common goals or putting one legal entity into a position in which it can control or significantly influence another legal entity on the grounds of:
(i) the capital share exceeding 50% or (ii) contractual relationship.

3. The Sender communicates to the Recipient the Confidential Information for the sole Purpose of _____. Both parties agree that the Recipient will deem any information sent or communicated by the Sender as confidential, regardless of whether it is designated as confidential at the time of disclosure or not.

4. Obligations of the Recipient

- 4.1. The Recipient shall undertake:
 - to use the Confidential Information exclusively in compliance with the Purpose set forth under article 3 of this Agreement;

- not to forward or disclose the Confidential Information to third parties in any way or facilitate their access to trade secrets;
 - to handle the Confidential Information of the Sender as its own Confidential Information designated as trade secret and in any case at least as carefully as required by the standard of due diligence of an expert;
 - to disclose the received Confidential Information only to those employees who need it for the performance of their professional tasks, but only to the extent necessary with regard to the Purpose; the Recipient will be permitted to disclose the information to the extent necessary for their work to its lawyers, accountants, consultants, insurance agents and authorised representatives if the trade secrets of the Recipient are disclosed to them for the purpose of their work and if the Recipient has notified them of its confidential nature in advance, but only under the precondition that they have signed a non-disclosure agreement which comprises at least the commitments set forth in this Agreement;
 - to prevent access to the Confidential Information by all employees, contract workers and other contractors who do not need it for their work;
 - to promptly notify the Sender of any attempt of unauthorized access to the Confidential Information or of any other violation of this Agreement, even if the perpetrators may be the employees or contract partners of the Sender;
 - to promptly return the received Confidential Information to the Sender after it no longer needs them or on first request by the Sender and to destroy all the copies. This also applies if early termination of cooperation between both parties occurs for any reason.
- 4.2. The Recipient shall undertake to notify all of its employees or outworkers referred to under paragraph 1, fourth indent, above of the contents of this Agreement prior to granting them access to the Confidential Information. The Recipient shall be held fully liable to the Sender for any breach committed by its employees and contract partners who had been legitimately granted access to the Confidential Information in compliance with the provisions of this Agreement.
- 4.3. The obligation referred to under paragraph 1, seventh indent, above does not apply to the information:
- a party is obliged to keep in compliance with the legislative requirements;
 - which comprise an insignificant extract of or reference to the Confidential Information;
 - automatically stored as a backup copy and for which the searching and deleting is not reasonable in the opinion of the Sender.
- 4.4. Any medium holding Confidential Information, e.g. documents, magnetic tapes, manuals, specifications and schematic diagrams (documents), is and will remain the property of the Sender. It may not be reproduced – neither in whole nor in part – without the prior written consent by the Sender, when this is in compliance with the Purpose of this Agreement or when this is expressly permitted by this Agreement.
- 4.5. In accordance with the Purpose of this agreement to protect the "know-how" both parties undertake not to employ counterparties who have accessed confidential information within 2 years of the signing of this agreement.

5. Prohibition of use for own benefit

- 5.1. The Recipient shall undertake to only use the received Confidential Information in compliance with the Purpose. In no case will it use the Confidential Information contrary to the Purpose or for own benefit, nor will it facilitate its use by third parties.
- 5.2. The Recipient shall undertake to only use the information for its own needs and not to develop or apply – on the basis of such information – any software or hardware which could in any way compete with the software or hardware of the Sender, except if an explicit written consent is granted by the Sender. Neither will it develop, build or design a product which would compete with the Purpose referred to under article 3 of this Agreement nor any other product directly competing with Iskra Mehanizmi, d.o.o. products.

- 5.3. The Recipient will refrain from any action by virtue of which it could comprehend the structure and functionality of any source code or product of the Sender, received as Confidential Information under this Agreement.

6. Exemptions

- 6.1. The provisions of the preceding article do not apply to the information which:
- is already known to the public or accessible to the Recipient at the time of its disclosure without the Recipient having violated the provisions of this Agreement;
 - had already been lawfully obtained by the Recipient before it received it from the Sender;
 - was disclosed to the Recipient by a third party, which was entitled to do so;
 - had already been independently developed or created by the Recipient;
 - is required to be disclosed by law or other regulation or by a court or administrative decision.
- The Recipient must promptly notify the Sender of the required disclosure and enable it to use legal remedies, limit the scope of disclosure or defend itself from the disclosure requirement in other ways.
- 6.2. The burden of proof concerning the facts referred to in the preceding paragraph lies with the Recipient.

7. Ownership of results and intellectual property

- 7.1. All results and intellectual property acquired prior to the conclusion of this Agreement shall remain the property of each individual party.
- 7.2. Each individual party shall be granted all the rights for any research and development results attained of its own. For the results of the development work attained by both parties, the parties shall be granted their rights in proportion to their respective contributions to the attainment of the result. In such case, the parties will – by virtue of a special agreement – agree on the protection of intellectual property and on the resulting rights. Each party shall have pre-emptive right on the other party's share of the rights of intellectual property, which will be attained within the framework of this project.

8. Term

- 8.1. Unless agreed otherwise, the obligations under this Agreement shall apply for a period of five years from the date of disclosure of each individual Confidential Information or for the period of validity of this Agreement, whichever is longer.
- 8.2. In no case does the present Agreement oblige the parties neither to disclose trade secrets nor to receive Confidential Information. The parties will implement the present Agreement only to the extent required in accordance with the Purpose.

9. Contact persons

- 9.1. Persons responsible for the implementation of this Agreement are:
- for Iskra Mehanizmi, d.o.o.: ;
 - for : .

10. Final provisions

- 10.1. As concerns Confidential Information, the Sender makes no warranties and is not liable for any flaws concerning it. In particular, it does not guarantee for accuracy, absence of flaws, non-existence of third-party rights to the Confidential Information and suitability for use – all within the scope permitted by the law.
- 10.2. The Sender guarantees that it is entitled to disclose the Confidential Information to the Recipient.
- 10.3. All the communicated Confidential Information shall remain in the lasting ownership of the Sender. In no case shall the Recipient – by receiving the Confidential Information – receive any entitlements

in connection with this information apart from those stipulated in this Agreement, especially not the intellectual property rights for or in connection with this information.

- 10.4. The Recipient expressly renounces all rights of transfer of rights or obligations under this Agreement to any third party.
- 10.5. If, due to statutory provisions, the Recipient is forced to disclose the Confidential Information to officials or bearers of public authority, it will promptly notify the Sender. The Recipient must do everything necessary to disclose the Confidential Information in the smallest extent possible which is stipulated by the law.
- 10.6. The parties agree to resolve any dispute peacefully and, if no agreement can be reached, the court in Kranj shall be the competent court.
- 10.7. The present Agreement shall be deemed concluded on the day it is signed by both parties and its period of duration shall be 5 years.
If neither Party to this Contract demands changes or termination of the Contract in writing no later than 30 days before the expiration of the contract, the validity of this contract shall be automatically extended each time for one year.
- 10.8. The present Agreement shall be signed in two counterparts, each party receiving one, and shall enter into force on the day it is signed by both parties.

Lipnica, 23. 3. 2022

Iskra Mehanizmi, d.o.o.

Stefan Hornivius
General Manager