

## **AGREEMENT FOR THE DISCLOSURE OF CONFIDENTIAL INFORMATION**

This agreement for the disclosure of confidential information (the “**Agreement**”) is made between Metatext LLC with EIN 98.180.6448, with registered office at 8 The Green 20028 Dover, Delaware, United States 19901 (“**Guardion**”), and Galtea Solutions, S.L., with Tax ID B-19989052, with registered office at Ronda del General Mitre, 126, 6th floor, Barcelona, CP 08021 08034 (hereinafter “**Galtea**”).

Hereinafter referred to jointly as the “Parties” and individually and interchangeably as a “Party,” who

### **DECLARE**

**FIRST.** That both Parties are in discussions to explore potential collaboration opportunities (the “**Purpose**”).

**SECOND.** That, in connection with the Purpose, it will be necessary for Guardion and Galtea to exchange certain Confidential Information that they wish to protect through this Agreement. Guardion and Galtea agree that the following terms and conditions shall apply when one Party discloses Confidential Information to the other Party under this Agreement.

### **0. DEFINITIONS**

En este Acuerdo los siguientes términos tendrán los siguientes significados:

“**Confidential Information**” means any non-public information disclosed by or on behalf of the Disclosing Party to the Receiving Party, whether oral or written and in any format or medium, originating from or related to the content, execution, and effects of the Purpose of this Agreement (including but not limited to information relating to products, inventions, operations, methodologies, systems, processes, plans or intentions, know-how, designs, trade secrets, marketing opportunities, financial and/or business affairs), and which due to the nature of the Purpose may be considered confidential.

“**Disclosing Party**” means the party in this Agreement that discloses Confidential Information.

“**Receiving Party**” means the party in this Agreement to whom Confidential Information is disclosed.

### **1. PROVISION AND USE OF INFORMATION**

Each Party agrees to:

- (i) provide the other Party with the Confidential Information it reasonably requires for the Purpose,
- (ii) keep the other Party’s Confidential Information strictly confidential,
- (iii) use the other Party’s Confidential Information solely to achieve the Purpose,
- (iv) not disclose the other Party’s Confidential Information to any third party and take reasonable steps to prevent unauthorized disclosures, except as expressly permitted under this Agreement.

### **2 CONFIDENTIALITY**

**2.1** Each Party must protect the Confidential Information of the other Party with at least the same care it uses to protect its own confidential information. The Receiving Party must keep the information secure and only make copies or use it as reasonably necessary for the Purpose. The Receiving Party must immediately notify the Disclosing Party of any suspected breach.

**2.2** This Agreement does not apply to Confidential Information that:

- (i) becomes public through no fault of the Receiving Party,
- (ii) is obtained from a third party not bound by confidentiality,
- (iii) is independently developed by the Receiving Party, or
- (iv) was already in the Receiving Party's possession.

**2.3** The Receiving Party may not disclose the Confidential Information except:

- 2.3.1** with the prior written consent of the Disclosing Party,
- 2.3.2** to employees, executives, insurers, or legal advisors who need to know for the Purpose and are under similar confidentiality obligations,
- 2.3.3** if legally required by a court or authority, in which case the Receiving Party shall notify the Disclosing Party, if legally permissible.

**2.4** The Receiving Party must ensure that any person to whom it discloses Confidential Information under Clause 2.3.2 is aware of its confidential nature and is subject to equivalent confidentiality obligations.

**2.5** Outside of Clause 2.3.2, neither Party may allow a third party access to Confidential Information without prior written consent from the other Party.

### **3 NO LICENSE**

Except as expressly stated, the Disclosing Party does not grant the Receiving Party any license (explicit or implied) to use its trade secrets, trademarks, patents, copyrights, or other intellectual property.

### **4 WARRANTY**

Each Party warrants that it has the right to disclose its Confidential Information and that such disclosure does not infringe third-party rights.

### **5 PERSONAL DATA PROTECTION**

**5.1** If the Confidential Information includes personal data, each Party confirms it has obtained the necessary authorizations for disclosure as per this Agreement.

**5.2** Each Party will be considered a "data processor" for the data disclosed to them.

### **6 DURATION AND TERMINATION**

**6.1** This Agreement is effective from the date of signature and will remain in force for either (i) two years from the date of signature or (ii) until a service agreement is signed resulting from the Purpose, whichever comes first.

**6.2** Upon written request, the Receiving Party must return all documents and materials containing Confidential Information, except that one copy may be retained solely for legal defense, quality audits, or compliance purposes, subject to continued confidentiality obligations.

## 7 GENERAL

**7.1** Neither Party may assign this Agreement without prior written consent from the other Party.


**7.2** Delay in enforcing rights does not waive them. Changes to this Agreement must be in writing and signed by both Parties. Provisions intended to survive termination will remain in force. This Agreement is the complete understanding between the Parties and replaces prior communications.

**7.3** This Agreement is governed by Spanish law. Disputes will be resolved in good faith negotiation, or, failing that, by arbitration under the Madrid Court of Arbitration rules. Parties waive any other jurisdiction and agree to comply with the arbitration award.

**7.4** Notwithstanding arbitration, either Party may seek injunctive relief from any competent court, provided such request does not undermine the arbitrator's authority.

**SIGNED on behalf of Guardion**

**SIGNED on behalf of Galtea**

  
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Signature

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Signature

.....Rafael Sandroni.....  
Name

.....  
Name

.....27/05/2025.....  
Date

.....  
Date