

Non-disclosure agreement

This **NON-DISCLOSURE AGREEMENT** (hereinafter referred to as the "**Agreement**") is entered into by and between the following parties:

Palaxo International Ltd., with its registered office at Dubai International Financial Centre, Gate District Precinct Building 04, United Arab Emirates, reg. no. CL5443, represented by Mr. **Josef Neumann** (hereinafter referred to as "**PALAXO**")

and

Mr. **Jakub Macura**, date of birth: **18.4.2007** (hereinafter referred to as the "**Partner**");

(PALAXO and the Partner collectively referred to as the "**Parties**," or individually as a "**Party**").

PREAMBLE

Whereas:

- (A) The Parties wish to cooperate mutually (hereinafter referred to as the "**Cooperation**");
- (B) PALAXO and/or its managers, employees, representatives, advisors, or other collaborating individuals (hereinafter collectively referred to as the "**PALAXO Representatives**") will provide Partner with confidential information during the Cooperation;
- (C) The Parties wish to agree on the terms for protecting the provided confidential information;

Therefore, the Parties have agreed as follows:

1 CONFIDENTIAL INFORMATION

- 1.1 For the purposes of this Agreement, the term "**Confidential Information**" means any information provided by PALAXO (i.e., for the purposes of this Agreement, any information provided by any PALAXO Representative) to the Partner in connection with the Cooperation before or after the signing of this Agreement, regardless of the form, content, context, or meaning of such information, which is considered Confidential Information under this Agreement.
- 1.2 Confidential Information includes, among other things, information provided through electronic means, including the content of corporate email accounts and access to other electronic accounts.
- 1.3 The Confidential Information covered by this Agreement pertains to PALAXO, its Representatives, and other entities associated or cooperating with PALAXO. This includes entities within the PALAXO group, those under PALAXO's control, those in which PALAXO holds a financial stake, and entities under their control (referred to collectively as the "**Companies**"). Such information primarily encompasses commercial, know-how, technical, industrial, project, production, distribution, investment, financial, accounting, tax, legal, contractual, administrative, marketing, labor, managerial, or strategic data. It also encompasses any other information relevant to the aforementioned companies,

individuals, and/or their business operations and expertise.

- 1.4 Confidential Information also includes any information about ongoing Cooperation, this Agreement, including its content, or actions taken within the framework of the Cooperation.
- 1.5 Under this Agreement, information shall not be deemed Confidential Information if it:
 - 1.5.1 is unequivocally known to the Partner before being made available to the Partner under this Agreement by PALAXO, from a third party who (i) obtained such information in accordance with legal obligations or contractual commitments, and (ii) is authorized to provide such information;
 - 1.5.2 was unequivocally publicly known before or at the time it was provided to the Partner by PALAXO, except for information published in violation of the law or contractual obligations;
 - 1.5.3 has received prior written approval for disclosure from PALAXO;
 - 1.5.4 its mandatory disclosure to the Partner is required by law or a decision of a court or administrative authority, to the extent prescribed, but only to the extent so prescribed, provided that PALAXO has been previously notified in writing of such disclosure;
 - 1.5.5 are explicitly marked by PALAXO as non-confidential, in writing; however, only after being so designated by PALAXO.

- 1.6 PALAXO is not responsible for the accuracy, validity, authenticity, or completeness of the Confidential Information. PALAXO or PALAXO Representatives assume no obligation or liability regarding the Confidential Information.
- 1.7 The provision of any Confidential Information under this Agreement does not constitute or result in the transfer of ownership or other rights of PALAXO to the Confidential Information and does not otherwise affect PALAXO's rights to the Confidential Information.
- 1.8 This Agreement does not impose any obligation on PALAXO to provide the Partner with any Confidential Information.

2 PROTECTION OF CONFIDENTIAL INFORMATION

- 2.1 The Partner undertakes to maintain the confidentiality of the Confidential Information and protect it against any disclosure contrary to this Agreement.
- 2.2 The Partner undertakes in particular that (the performance of these obligations is also the responsibility of the Partner to ensure with regard to other persons to whom the Partner has provided Confidential Information under this Agreement):
 - 2.2.1 will treat all Confidential Information as confidential, including all

- information about the knowledge of the Confidential Information;
- 2.2.2. will use all Confidential Information exclusively for the purposes of the Cooperation and not for other purposes and not in a manner detrimental to PALAXO, PALAXO Representatives, or any other person connected with PALAXO;
- 2.2.3. without the prior written consent of PALAXO, will not disclose any Confidential Information or any part thereof to any third party;
- 2.2.4. will not make copies or excerpts of any Confidential Information without the prior written consent of PALAXO, except for copies and excerpts of Confidential Information made available solely for the purposes of the Cooperation, and only to the extent necessary;
- 2.2.5. upon termination of the Cooperation or at the request of PALAXO, will cease to use the Confidential Information and act on behalf of the company, delete all copies or backup copies of any Confidential Information from all its electronic or data systems, unless otherwise agreed in writing with PALAXO in advance or unless a applicable legal regulation imposes on the Partner the obligation to archive and store such Confidential Information (in such case, the Partner may archive/store the Confidential Information only to the extent required by such legal regulation, provided, however, that PALAXO is informed in advance of such archiving);
- 2.2.6. will keep confidential the fact that it has access to Confidential Information;
- 2.2.7. at the request of PALAXO or upon termination of this Agreement, will cease to handle all Confidential Information and ensure that they are no longer used by third parties to whom such information was previously made available;
- 2.2.8. will ensure that access to any Confidential Information is granted only to managers, officials, contractual partners, and employees of the Partner and/or Companies who necessarily need to know it for the purposes of the Cooperation and ensure that these persons comply with the obligations set out in this Agreement; the Partner is jointly and severally liable to PALAXO for the disclosure or use of Confidential Information by such persons in breach of this Agreement;
- 2.2.9. upon the request of PALAXO or upon termination of the Cooperation, will ensure that the Partner and third parties to whom Confidential Information has been made available no longer have access to the Confidential Information;
- 2.2.10. will inform PALAXO without undue delay of the disclosure of any

Confidential Information based on an obligation imposed by law or a court or administrative decision;

- 2.2.11. will immediately inform PALAXO if the Partner becomes aware that any Confidential Information has been disclosed or made available to a third party in breach of this Agreement or beyond the scope of the obligation imposed by the relevant legal regulation or a court or administrative decision, and take all appropriate measures to prevent further dissemination of such Confidential Information;
- 2.2.12. will not provide any statements or warranties to a third party regarding the accuracy, validity, authenticity, or completeness of the Confidential Information.

2.3 If not agreed otherwise, in the event that the Partner discloses any Confidential Information to a third party in accordance with this Agreement, the Partner shall ensure that such third party (i) is familiar with the rules established by this Agreement; and (ii) is bound to comply with these rules to at least the same extent as the Partner. The Partner shall be jointly and severally liable to PALAXO for any breach of protection of the disclosed Confidential Information by such third party, as if such breach were caused by the Partner regardless of whether such third party obtained the relevant Confidential Information from the Partner in accordance or in contradiction with this Agreement.

2.4 PALAXO reserves the right to deny access to or use of Confidential Information by the Partner or any third party.

2.5 PALAXO reserves ownership of Confidential Information provided through electronic means, including corporate email accounts and other provided electronic accounts.

3 PROHIBITION OF EMPLOYEE RECRUITMENT

3.1 The Partner undertakes not to, directly or indirectly::

- 3.1.1. seek or make efforts to attract managers, employees, or officials away from PALAXO, regardless of whether such person could breach their employment contract, contract for the performance of a function, or other relationship with PALAXO by leaving their position; or
- 3.1.2. assist, aid, or facilitate the employment, position, or other relationship with PALAXO for persons listed in paragraph 3.1.1 of this Agreement by another person.

4 BREACH REMEDY

4.1 The Partner acknowledges that Confidential Information represents valuable assets of PALAXO and that any disclosure of Confidential Information poses a risk of loss or damage. Therefore, the Partner agrees not to harm PALAXO and indemnify it against any claims, losses, lost profits, damages, expenses, or other costs incurred by PALAXO or arising from PALAXO or any other person connected

with PALAXO due to the disclosure of any Confidential Information to the Partner or the disclosure of any Confidential Information by the Partner to a third party. The Partner agrees to compensate PALAXO for (and pay) any loss or damage incurred on the part of PALAXO as a result of a breach of this Agreement by the Partner or any other person to whom the Partner has provided Confidential Information.

- 4.2 The Partner undertakes to pay PALAXO a contractual penalty in the amount of 500,000 CZK (five hundred thousand Czech crowns) in case of a breach of any provision of Articles 2.1, 2.2, 2.3, or 3.1 of this agreement by the Partner or any third party for whom the Partner is responsible in accordance with Article 2.3 of this Agreement. The contractual penalty is payable for each individual breach of this Agreement. Payment of the contractual penalty shall not affect PALAXO's right to compensation or reimbursement of damages as set forth in Article 4.1 of this Agreement in full, including the amount for damages exceeding the amount of the contractual penalty.
- 4.3 Contractual penalties are due within 5 business days from the date of receipt of a written request from PALAXO to the Partner to pay the relevant contractual penalty.
- 4.4 Contractual penalties or other payments by the Partner in favor of PALAXO arising from this Agreement shall be made by bank transfer to the bank account of PALAXO, the identification of which PALAXO will provide upon request by the Partner.

5 FINAL PROVISIONS

- 5.1 This Agreement shall be governed by Czech law.
- 5.2 The Parties agree that the provisions of Section 2913(2) of Act No. 89/2012 Coll., the Civil Code, as amended, shall not apply in connection with this Agreement.

PALAXO:


In Brisbane on 19. 05. 2025

Signature: _____
Name: Josef Neumann
Position: Company director

- 5.3 All disputes arising from this Agreement and/or in connection therewith shall be finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in accordance with its Rules and Regulations by three arbitrators. The language of proceedings shall be Czech.
- 5.4 Termination of Cooperation shall not terminate this Agreement or have any other effect on it unless otherwise provided in the Agreement or agreed upon by the Parties.
- 5.5 This Agreement is concluded for a fixed term of 10 (ten) years from the date of its conclusion. The obligations to protect Confidential Information set forth in Article 2 of this Agreement, as well as the provisions of Articles 3, 4, and 5.1 of the Agreement, shall remain in force until the conditions set forth in Article 1.3.3 or 1.3.4 of this Agreement are fulfilled.
- 5.6 Any amendment to this Agreement shall be made in the form of a written addendum to this Agreement signed by both Parties to be valid.
- 5.7 If any provision of this Agreement is or becomes invalid, ineffective, or unenforceable, the other provisions of this Agreement shall remain valid, effective, and enforceable. The Parties undertake to replace any invalid, ineffective, or unenforceable provision with a valid, effective, and enforceable provision whose meaning and purpose best correspond to the meaning and purpose of the original provision of this Agreement.
- 5.8 This Agreement shall be in English and signed electronically through the Circularo system, with each party receiving a signed electronic version.
- 5.9 This Agreement shall enter into force and effect upon its signature by both Parties.

Partner:

In Olomouc on 18/05/2025


SigID: 52f280083c3953b35c1c90c2264af903d582037a3128aa0
Signature: _____
Jakub Macura