

# Non-Disclosure Agreement - general

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between

Company	chargebyte GmbH
Street	Bitterfelder Straße 1-5
Zip code, city	D-04129 Leipzig
(hereinafter referred to as <i>chargebyte</i> )	

and

Company	RTG d.o.o.
Street	Cesta k Dravi 21
Zip code, city	SI-2000 Maribor
(hereinafter referred to as <i>Business Partner</i> )	

(*chargebyte* and the *Business Partner* hereinafter jointly referred to as the *Partner*).

The *Partners* intend to cooperate on the basis of a valid contract or its initiation. For this purpose, the following Agreement is made.

## 1. Definition

- I. An "affiliated company" within the meaning of this Agreement means a company within the meaning of §§ 15 et seq. AktG (*German Stock Corporation Act*), i.e. a legally independent company that
- has majority ownership of a *Partner* or exercises control over a *Partner*, or
  - is under the control or majority ownership of a *Partner*, or
  - is under the joint control or majority ownership of another entity together with a *Partner*.

"Control" in this context means the power, directly or indirectly, to exercise a dominant influence over the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

- II. "Confidential Information" within the meaning of this Agreement shall be all information (whether written, electronic, oral, digitally embodied or in any other form) disclosed by the *Disclosing Partner* to the *Receiving Partner* or to a company affiliated with the *Receiving Partner* for the aforementioned purpose. Confidential Information shall be deemed to include in particular
- Business secrets within the meaning of the German Act on the Protection of Business Secrets (*GeschGehG*), products, manufacturing processes, know-how, inventions, business relationships, business strategies, business plans, financial planning, personnel matters, digitally embodied information (data);
  - Any documents and information of the *Disclosing Partner* which are subject to technical and organizational secrecy measures and are marked as confidential or are to be regarded as confidential according to the nature of the information or the circumstances of the transmission;
  - The existence of this Agreement and its contents.

- III. „*Disclosing Partner*“ means the natural or legal person who has control over the Confidential Information. The „*Receiving Partner*“ is any natural or legal person to whom the Confidential Information is disclosed. The „*Receiving Partner*“ does not have any control over the Confidential Information and is not entitled to use or disclose the Confidential Information contrary to the Agreement. Disclosure means the opening of the Confidential Information to a third party. Disclosure does not mean publicity.

## 2. Confidentiality obligation

- I. The *Partners* undertake to keep Confidential Information strictly secret, not to disclose it to third parties, to use it exclusively for the contractually intended purposes, in particular not to file any applications for industrial property rights and to take all appropriate precautions to ensure confidentiality in accordance with the provisions of this Agreement.
- II. No third parties in the meaning of this Agreement are the affiliated companies of the *Partners*, as far as they are not in competition with the *Disclosing Partner* and no other reasons prevent the disclosure of Confidential Information.
- III. The *Receiving Partner* is not permitted to observe, examine, reverse engineer or test („Reverse Engineering“) products or objects received without the prior written consent of the *Disclosing Partner*, unless such actions are expressly permitted within the scope of the project. All information obtained through Reverse Engineering is subject to this Non-Disclosure Agreement, regardless of whether the *Disclosing Partner* permitted or did not permit reverse engineering.
- IV. This includes in particular that
- the *Receiving Partner*, when dealing with prototypes, informs itself about the binding provisions of the *Disclosing Partner* with its contact person (for *chargebyte* with its CISO),
  - all incidents relating to this Non-Disclosure Agreement, in particular contacts with journalists, photographers or other persons, are reported to the other *Partner* without delay
  - the applicable regulations for the carrying of image recording devices (e.g. camera phones) are observed.
  - only those parts of streets, grounds and buildings on the *Partner's* premises which are assigned or intended for the performance of the assigned work may be entered.
- V. Confidential information must be kept secure by the *Partners*; in particular, suitable security precautions must be taken when processing and storing data on computer systems (e.g. PCs, laptops) and transmitting them so that no third parties have access to this data at any time. The data may not be passed on to third parties, either directly or indirectly, either in return for payment or free of charge, nor may access be granted.
- VI. After termination of the cooperation, the Confidential Information - in particular handed out or compiled material - shall be returned or handed over to the *Disclosing Partner* in its entirety or destroyed after consultation with the *Disclosing Partner*. Any copies on data carriers or in data processing systems shall also be permanently deleted, with the exception of those files for which retention is mandatory under applicable law in order to comply with statutory obligations or which are subject to data protection in accordance with the *Receiving Partner's* IT routines customary in the industry. For such Confidential Information, the contractual confidentiality obligation shall apply indefinitely and no further use shall be permitted.
- VII. The *Partners* shall have the right to convince themselves at any time of the scope and condition of the measures taken by the *Receiving Partner*, including at its business premises. The *Partners* undertake to implement further security measures without delay at the request of and after consultation with the respective *Partner*.
- VIII. The *Partners* also undertake to comply with the relevant provisions of data protection law.

### 3. Exceptions to the obligation of secrecy

- I. The confidentiality obligations shall not apply to such Confidential Information for which the *Receiving Partner* can prove that it
  - has already been made public, i.e. published or generally accessible, at the time of its transmission by the *Disclosing Partner*, or
  - were already lawfully known to the *Receiving Partner* at the time of their transmission by the *Disclosing Partner*, or
  - become public after their transmission by the *Disclosing Partner* through no fault of the *Receiving Partner*, or
  - were made known to the *Receiving Partner* after their transmission by a third party in a lawful manner and without restriction with regard to secrecy or use, or
  - has been developed independently and without recourse to such Confidential Information by employees of the *Receiving Partner* who have not come into contact with the Confidential Information disclosed.
- II. If the *Receiving Partner* is required to disclose any or all of the Confidential Information pursuant to any applicable legal, judicial or administrative order or any applicable stock exchange regulation, the *Receiving Partner* shall (to the extent legally possible and practicable) promptly notify the *Disclosing Partner* thereof in writing or text form and use all reasonable efforts to minimize the scope of the disclosure and, if necessary, to provide the *Disclosing Partner* with all reasonable assistance in seeking a protective order against the disclosure of all or any part of the Confidential Information.

### 4. Employees, vicarious agents and assistants

- I. The *Partners* shall ensure by means of suitable Agreements, not necessarily identical in wording, with their own employees, consultants or other vicarious agents deployed within the framework of the project that these at least recognize the obligations to maintain secrecy stipulated in this Agreement as binding on them, insofar as this is not already ensured by corresponding provisions in service/employment contracts. If the *Receiving Partner* obtains the necessary written consent to engage subcontractors to fulfill its project-related obligations, it shall ensure that these subcontractors are also obligated in writing to maintain secrecy in accordance with this Section.
- II. The *Partners* undertake to oblige the persons employed in the processing of personal data to observe data secrecy when taking up their activities. In particular, they are prohibited from collecting, processing or using personal data without authorization ("Data Secrecy" according to EU-DSGVO). The Data Secrecy shall continue to exist even after termination of their activity.

### 5. Rights and licenses, gratuitousness

- I. Each *Partner* retains all rights to its Confidential Information disclosed to the other *Partner*, including copyrights and rights to apply for property rights. The *Receiving Partner* is not entitled to apply for patents or other industrial property rights with the Confidential Information; any patents or other industrial property rights applied for or granted which are based on the Confidential Information must be transferred to the *Disclosing Partner* free of charge at the latter's request.
- II. The *Receiving Partner* shall refrain from exploiting or imitating the Confidential Information itself in any way outside the intended purpose (in particular by way of Reverse Engineering) or from having it exploited or imitated by third parties.
- III. The transfer and exploitation of Confidential Information shall not give rise to any rights of prior use for the *Receiving Partner*. This Non-Disclosure Agreement and the mutual communication of Confidential Information as well as the transfer of data, drawings, samples, etc., irrespective of whether industrial property rights exist for them or not, shall not grant any rights to patent applications, patents or trademarks, ownership rights, licensing rights, reproduction rights, rights of use, rights to the use of names or other rights or options in this respect.



- IV. Insofar as the transfer of the Confidential Information is not directly related to a contractual relationship between the *Partners* existing in addition to this Agreement, it shall be made voluntarily and free of charge.

## 6. Liability

- I. The *Disclosing Partner* shall not assume any liability for defects or damages with regard to the correctness, freedom from errors, freedom from third-party property rights, completeness or usability of the disclosed Confidential Information, unless it has mandatory liability on the basis of a statutory provision.
- II. Each *Partner* shall be liable for the disclosure or use of the Confidential Information in breach of this Confidentiality Agreement. If a *Partner* discloses or makes available Confidential Information to its Affiliated companies, it shall be liable for their acts and omissions as for its own acts and omissions.

## 7. Entry into force, terms

This Non-Disclosure Agreement shall enter into force upon signature by both *Partners* and shall expire after five years. The confidentiality obligations arising from this Agreement shall remain in force after the end of the Agreement until the expiry of a further three years.

## 8. General regulations

- I. The existence of this Agreement alone shall not give rise to any obligation on the part of either party to disclose any confidential items whatsoever.
- II. The *Partners* furthermore undertake to comply with all legal provisions applicable to their mutual business relationship, including (but not limited to) export control laws. The *Business Partner* undertakes in particular to comply with all principles and rules of the Business Partner Code of Conduct, available at [https://chargebyte.com/assets/Downloads/business\\_partner\\_code\\_of\\_conduct\\_isc\\_en\\_v1.1\\_11-2020-1636527169.pdf](https://chargebyte.com/assets/Downloads/business_partner_code_of_conduct_isc_en_v1.1_11-2020-1636527169.pdf).
- III. Amendments and additions to this Non-Disclosure Agreement, including amendments to this clause, must be made in writing. Verbal collateral Agreements do not exist.
- IV. Should individual provisions of this Non-Disclosure Agreement be or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the invalid provision will be replaced by a valid provision that comes as close as possible to the economic result of the provision intended here.
- V. The type and scope of a possible cooperation shall be agreed upon separately between the *Partners*. There shall be no claim to the conclusion of a cooperation Agreement, development Agreement or other Agreements.
- VI. Munich is agreed as the exclusive place of jurisdiction. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

chargebyte	Business partner
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Place, date <b>Leipzig, 17.03.2023</b>	Place, date Maribor, 16.03.2023
Name (in block capitals) <b>Frederik Rudolf</b>	Name (in block capitals) SASO EMIN
Function name <b>Account Manager</b>	Function name CEO
Signature/company stamp	Signature/company stamp  