

SKYABOT Ltd.

Non-Disclosure Agreement between Chief Technology Officer Candidate and SKYABOT Ltd.

This Non-Disclosure Agreement is entered into as of 28.04.2025 by and between:

SKYABOT Ltd.

and

Dawid Hanrahan

Together referred to as the "Parties.

1. Definition of Confidential Information

For the purposes of this Agreement, "**Confidential Information**" means any and all non-public, proprietary, or sensitive information disclosed by SKYABOT Ltd. to the CTO (Receiving Party), whether orally, visually, in writing, electronically, or otherwise. This includes but is not limited to:

- Business plans, strategies, and financial forecasts.
- Technical specifications, source code, architecture designs, and infrastructure details.
- User data and personal information under data protection regulations.
- Product ideas, roadmaps, algorithms, and research.
- Information about clients, partners, vendors, and potential investors.
- Any other materials explicitly marked or reasonably understood to be confidential.

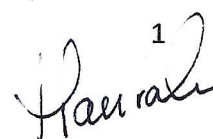
Confidential Information does not include information that:

- a) Is publicly known at the time of disclosure.
- b) Becomes public through no fault of the Receiving Party.
- c) Is lawfully received from another source without restriction.
- d) Is independently developed without use of Confidential Information.

2. Obligations of the Receiving Party

The CTO Candidate agrees to:

- a) Maintain confidentiality using a degree of care no less than that used to protect their own confidential information.
- b) Not disclose Confidential Information to any third party without SKYA's prior written consent.
- c) Use the Confidential Information solely for the purpose of evaluating a potential professional relationship with SKYABOT Ltd. as Chief Technology Officer.
- d) Limit access to the Confidential Information to themselves and, if applicable, advisors bound by confidentiality obligations.

¹

3. Terms

This Agreement shall remain in effect from the date of disclosure of the Confidential Information.

4. Return or Destruction of Confidential Information

Upon request from SKYABOT Ltd., the Receiving Party agrees to:

- a) Promptly return or destroy all Confidential Information, including digital copies.
- b) Confirm in writing that all such materials have been returned or destroyed.

5. Exclusions from Liability

The Receiving Party shall not be liable for disclosure of Confidential Information if required by law, regulation, or court order, provided that they notify SKYA in writing in advance (to the extent legally permissible) to allow the opportunity to seek a protective order.

6. Ownership

Pursuant to Article 24 of the GDPR, **SKYABOT Ltd.** acts as the data controller under the terms permitted by applicable law and retains full ownership of all shared Confidential Information.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Bulgaria and Europe without regard to its conflict of laws provisions.

8. Miscellaneous

This Agreement constitutes the entire understanding between the Parties.

- a) Any amendment must be in writing and signed by both Parties.
- b) If any provision is held unenforceable, the rest remains in effect.

The Parties acknowledge that they have read and understood this Agreement and agree to be bound by its terms.

 2

CEO
Izabela Dimitrova



CTO
Dawid Hanrahan

