MUTUAL NON-DISCLOSURE AGREEMENT

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This Mutual Non-Disclosure Agreement ("Agreement") is entered into as of March 11, 2025 (the "Effective Date") by and between EuroTech Solutions and DataWorks GmbH (each a "Party" and collectively the "Parties"), with principal places of business in Berlin, Germany.

1. Purpose.
The Parties wish to explore a business opportunity of mutual interest and in connection with this opportunity each Party may disclose to the other certain confidential and proprietary information ("Confidential Information").

2. Definition of Confidential Information.
"Confidential Information" means any non-public information, whether oral, written, graphic, or electronic, disclosed by a Party to the other Party that is designated as confidential or that, given the nature of the information or the circumstances of disclosure, reasonably should be understood to be confidential.

3. Exclusions.
Confidential Information does not include information that: (a) is or becomes generally available to the public through no fault of the receiving Party; (b) is already known by the receiving Party without obligation of confidentiality; (c) is lawfully obtained from a third party without restriction; or (d) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

4. Obligations of Receiving Party.
The receiving Party shall: (a) use the Confidential Information only for the Purpose; (b) protect the Confidential Information with the same degree of care it uses for its own confidential information, but in no event less than reasonable care; and (c) not disclose Confidential Information to any third party except to its employees, contractors or advisors who need to know and who are bound by confidentiality obligations no less restrictive than those in this Agreement.

5. Term.
This Agreement shall commence on the Effective Date and continue for a period of two (2) years, except that the obligations with respect to Confidential Information shall survive for a period of three (3) years after termination with respect to Confidential Information that is not otherwise publicly known.

6. Return of Materials.
Upon termination or upon written request, the receiving Party shall promptly return or destroy all materials containing Confidential Information.

7. No License.
Nothing in this Agreement grants any license to the receiving Party under any intellectual property rights of the disclosing Party.

8. Governing Law.
This Agreement shall be governed by and construed in accordance with the laws of Germany.

9. Remedies.
The Parties acknowledge that monetary damages may be inadequate, and the disclosing Party shall be entitled to seek injunctive relief in addition to other remedies.

10. Entire Agreement.
This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Party A: EuroTech Solutions

Signature: _____ Date: March 11, 2025

Party B: DataWorks GmbH

Signature: _____ Date: March 11, 2025

Agreement ID: NDA-20250928-14