

# NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement ("Agreement") is entered into on **January 15, 2024** by and between:

**AlphaTech Ltd.**, a company incorporated under the laws of the Czech Republic, with its principal place of business at Prague, Czech Republic ("Disclosing Party"),

And

**Beta Solutions s.r.o.**, a company incorporated under the laws of the Czech Republic, with its principal place of business at Brno, Czech Republic ("Receiving Party").

## ***1. Definition of Confidential Information***

"Confidential Information" means any non-public information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, including but not limited to business plans, technical data, software, financial information, and customer data.

## ***2. Obligations of the Receiving Party***

The Receiving Party agrees to:

- keep all Confidential Information strictly confidential.
- not disclose Confidential Information to any third party without prior written consent.
- use Confidential Information solely for the purpose of evaluating a potential business relationship.

## ***3. Exclusions***

Confidential Information does not include information that:

- is or becomes publicly available without breach of this Agreement.

- was lawfully known to the Receiving Party prior to disclosure.
- is independently developed by the Receiving Party without reference to the Confidential Information.

#### ***4. Term and Termination***

This Agreement shall commence on the Effective Date and remain in effect for a period of two (2) years, unless terminated earlier by either party with thirty (30) days written notice.

#### ***5. Intellectual Property***

All Confidential Information remains the exclusive property of the Disclosing Party.

Nothing in this Agreement shall be construed as granting any license or ownership rights to the Receiving Party.

#### ***6. Governing Law***

This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic.

#### ***7. Liability***

The Receiving Party shall be liable for any damages arising from a breach of this Agreement.

#### ***8. Entire Agreement***

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.