

Mutual Non-Disclosure Agreement

between

SANICURA d.o.o.

Ulica Andrije Hebranga 8, 10000 Zagreb, Croatia

OIB 87611335623 · MBS 081712921 · VAT ID HR87611335623

represented by Martin Eckerstorfer, Director

acting under the brand "sigmacode.io"

(hereinafter "sigmacode")

and

Company: _____

Address: _____

Registration / VAT no.: _____

Represented by: _____

(hereinafter the "Client")

each a "Party", together the "Parties".

1. Purpose

The Parties intend to discuss and evaluate a possible cooperation regarding software development, consulting or related services (the "Purpose"). For this Purpose, each Party ("Disclosing Party") may disclose Confidential Information to the other Party ("Receiving Party").

2. Confidential Information

"Confidential Information" means all non-public information disclosed in any form (oral, written, electronic, source code, access credentials, data, designs, business plans, pricing, customer information, smart-contract designs, AI models and prompts, know-how) that is marked as confidential or that a reasonable person would understand to be confidential given its nature and the circumstances of disclosure.

3. Exclusions

Information is not Confidential Information if the Receiving Party can demonstrate that it (a) was publicly available at the time of disclosure or later becomes publicly available through no fault of the Receiving Party; (b) was lawfully known to the Receiving Party before disclosure without an obligation of confidentiality; (c) was lawfully received from a third party without an obligation of confidentiality; or (d) was independently developed without use of the Confidential Information.

4. Obligations

The Receiving Party shall (a) use Confidential Information solely for the Purpose; (b) keep it strictly confidential and protect it with at least the same degree of care it uses for its own confidential information, but no less than reasonable care; (c) disclose it only to its employees, directors, subcontractors and advisers who need to know it for the Purpose and who are bound by confidentiality

obligations at least as protective as this Agreement. The Receiving Party is liable for any breach by such persons.

5. Legally required disclosure

If the Receiving Party is required by law, court order or a public authority to disclose Confidential Information, it shall — to the extent legally permitted — inform the Disclosing Party without undue delay and disclose only the part that is legally required.

6. Return and deletion

Upon written request of the Disclosing Party, and in any case when the Purpose ends, the Receiving Party shall return or delete all Confidential Information including copies, and confirm this in writing on request. Copies retained under mandatory retention obligations or in routine automated backups may be kept; they remain subject to this Agreement.

7. No licence, no obligation

All Confidential Information remains the property of the Disclosing Party. No licence or other rights are granted except as expressly stated. Neither Party is obliged to enter into any further agreement. Confidential Information is provided "as is".

8. Personal data

Where Confidential Information contains personal data, the Parties shall process it in compliance with the GDPR (Regulation (EU) 2016/679). If sigmacode processes personal data on behalf of the Client, a separate data processing agreement (Art. 28 GDPR) will be concluded.

9. Term

This Agreement enters into force upon signature by both Parties. The confidentiality obligations continue for three (3) years after the end of the Parties' discussions or any resulting cooperation; for trade secrets and source code, they continue for as long as the information qualifies as a trade secret.

10. Remedies

The Parties acknowledge that a breach may cause irreparable harm. The Disclosing Party is entitled to seek injunctive relief in addition to any other remedies available at law.

11. Final provisions

This Agreement is governed by the laws of the Republic of Croatia. The competent court in Zagreb has exclusive jurisdiction, unless mandatory law provides otherwise. Amendments must be made in writing; electronic signatures (including qualified and advanced electronic signatures under eIDAS) and exchange of signed scans are sufficient. Should any provision be invalid, the remaining provisions remain unaffected. This Agreement is available in English and German; in case of doubt, the English version prevails.

For sigmacode (SANICURA d.o.o.)

Place, date

Name, position

Signature

For the Client

Place, date

Name, position

Signature