

## ONE-SIDED NON-DISCLOSURE AGREEMENT

### BETWEEN

- (1) **Arvato SE**, a company registered in Germany whose registered office is at Reinhard-Mohn-Strasse 22, 33333 Guetersloh, Germany (in the following referred to as "**Arvato**");

Represented by [REDACTED]

and

**State Investment and Development Company**, a company registered in Czech Republic, whose registered office is at Na Pořiči 1046/24, Building A, 110 00 Prague 1, ("**Company**"), in the following each also referred to as "**Party**" and together as the "**Parties**".

Represented by: **Petr Krížan**, Vice-chairman of the Board, Vice-chairman of the Board, COO, CFO and **David Petr**, Member of the Board, Chief Development Officer

### THE PARTIES AGREE as follows:

#### 1 Definitions and Interpretation

In this One-Sided Non-Disclosure Agreement ("**Agreement**") the following definitions shall apply:

- (a) **Confidential Information** has the meaning given to it in clause 2;
- (b) **Discloser** means Arvato including any member of its Group;
- (c) **Group** means any person, corporation or other entity, which controls, is controlled by, or is under common control with a Party hereto and shall expressly not be considered a third party within the meaning of this Agreement;
- (d) **Purpose** means the exchange of information and further alignment with relevant stakeholders in order to identify potential locations for the establishment of a company;
- (e) **Recipient** means the Company;
- (f) **Representatives** means those employees, agents, contractors, officers and directors of a Party or a person in its Group and the professional advisers of such Party or person in its Group who are engaged in connection with the Purpose;
- (g) **Term** has the meaning given to it in clause 6.

The Recipient is aware that for the Discloser the Confidential Information has a material economic value which is protected by the Discloser by appropriate technical and organizational means, which neither in parts nor in full is readily accessible and to which Discloser has a legitimate interest of being held confidential.

Even if any Confidential Information according to this Agreement or part thereof should not qualify as business secret (*Geschäftsgeheimnis*) according to the German Law on Business Secrets (*Geschäftsgeheimnisgesetz, GeschGehG*), the terms of this Agreement shall apply to such Confidential Information nonetheless.

#### 2.3 Confidential Information shall not include any information which:

- (a) is or becomes publicly available without a breach of this Agreement;
- (b) was known to the Recipient prior to the disclosure of the Confidential Information by the Discloser without any duty of confidentiality;
- (c) is or has been lawfully received from a third party without restriction as to its use or disclosure; or
- (d) is or has been independently developed by or on behalf of the Recipient or, in the case of Arvato, any person in its Group, without a breach of this Agreement.

#### 2 Confidential Information

2.1 The Discloser intends to provide the Recipient with Confidential Information in the context of the intended Purpose.

2.2 Confidential Information means all information, in whatever form (including written, oral, visual and electronic) that is marked as confidential or without being marked confidential would be regarded as confidential by a reasonable business person and which is disclosed by or on behalf of the Discloser and / or its Representatives to the Recipient and/or its Representatives, whether before or after the date of this Agreement, including but not limited to:

- (a) the fact and status of any discussions taking place between the Parties as to the Purpose;
- (b) the existence and terms of this Agreement;
- (c) any information relating to the actual or anticipated:
  - (i) business, relationships, plans, or opportunities;
  - (ii) operations, strategies, methods, products and services, know-how, developments, designs, trade secrets, technology, or software;
  - (iii) customers, vendors or employees; and
  - (iv) finances, pricing, sales;

of the Discloser or another person in its Group;

- (d) any information, analysis, data, databases, research, studies and reports derived from any of the above;
- (e) ideas or concepts relating to any of the above;
- (f) any of the above information relating to a third party.

#### 3 Obligations

3.1 In consideration of the Discloser disclosing Confidential Information, the Recipient agrees that during the Term it will:

- (a) keep the Discloser's Confidential Information confidential and protect it as well by appropriate means against unauthorized access by a third party and while processing any Discloser's Confidential Information to comply with the legal and contractual rules on data protection;
- (b) use the Confidential Information only for the Purpose, for services provided or received in regards to the Purpose, or in connection with the enforcement of this Agreement;
- (c) not disclose the Confidential Information to any third party or make copies of it, except as permitted by this Agreement;
- (d) not allow any of its Representatives or any third party to reverse engineer, decompile, disassemble or otherwise derive or imitate any data or information from the Confidential Information, or to or to register any industrial property right (in particular trademarks, designs, patents or utility models) thereto;
- (e) procure that Representatives to whom Confidential Information is disclosed in accordance with this Agreement i) require the Information on a "need-to-know" basis for the Purpose and ii) are made aware of the confidential nature of the information and observe the equivalent restrictions as are contained in this Agreement; the Recipient shall be responsible for any breach of this Agreement by such Representatives;

- (f) if it loses or makes unauthorized disclosure of the Discloser's Confidential Information, notify the Discloser promptly and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

3.2 The Recipient may make only such copies of the Confidential Information as are necessary for the Purpose.

3.3 All Confidential Information, including copies and notes made by the Recipient, shall be:

- (a) returned to the Discloser; or
- (b) at the Recipient's option, destroyed and, if requested, written confirmation of the same supplied to the Discloser;

promptly upon request. This provision shall not apply to the extent that the Recipient is required to retain any such Confidential Information by any applicable law, rule or regulation, or by any internal record retention policy, or by any competent judicial, governmental, supervisory or regulatory body.

With respect to any electronically stored information, the Recipient will delete any Confidential Information and any other material containing or reflecting any Confidential Information only to the extent such information is stored on a document management or e-mail system in the possession or under the control of the Recipient, and provided that the Recipient will not need to expunge electronic copies of information created as a result of automatic electronic archiving and back-up procedures. For the avoidance of doubt, this Agreement shall continue to apply for such retained material (even if this Agreement is terminated).

#### 4 Disclosure

The Recipient may disclose Confidential Information only:

- (a) to such of its Representatives as are strictly necessary for the Purpose;
- (b) to the extent required by:
- (i) the laws or regulations of any country with jurisdiction over the affairs of the Recipient (or in the case of Arvato, any person in its Group); or
- (ii) any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
- provided, that the Recipient:
- (iii) provides prompt advance written notice to the Discloser before disclosing any Confidential Information (to the extent legally permissible and if circumstances permit); and
- (iv) cooperates with any attempt by the Discloser to maintain confidentiality (at the Discloser's sole cost and expense); or
- (c) if it has been approved for release or use (in either case without restriction) by written authorization of the Discloser.

#### 5 Disclaimers

- 5.1 The Discloser warrants that it has the right to disclose the Confidential Information and that disclosure will not cause a breach of any third party confidentiality, fiduciary, privacy rights or similar.
- 5.2 The Discloser makes no other representation, warranty or assurance (express or implied) of any kind as to the accuracy, correctness or completeness of any Confidential Information. Use of the Confidential Information is at the Recipient's own risk.
- 5.3
- (a) Nothing in this Agreement shall be interpreted to transfer or license any rights in any Confidential Information; and
- (b) To the extent the Confidential Information is the subject of any intellectual property rights, the Discloser makes no representation, warranty or assurance (express or implied) that it has any such rights to or in such intellectual property.

- 5.4 Except for claims arising under clause 5.1, and to the extent permitted by law, the Discloser will not be liable for any damages arising out of the disclosure of the Confidential Information or any subsequent negotiations or the use of its Confidential Information.

#### 6 Term and Termination

6.1 The Term of this Agreement shall commence on signature by both Parties and shall continue for three (3) years or until the Parties enter into a definitive agreement relating to the Purpose which includes confidentiality provisions, whichever is the earlier.

6.2 If, prior to the expiry of the Term:

- (a) the Parties' discussions come to an end;
- (b) the Parties do not proceed with the project envisaged by the Purpose; and/or
- (c) either Party is required to return or destroy Confidential Information in accordance with clause 3.3,

the obligations in clause 3 shall nevertheless continue for the remainder of the Term.

#### 7 Inadequacy of Damages

The Recipient acknowledges and agrees that damages may not be an adequate remedy for any breach by it of this Agreement and that, without prejudice to all other remedies available to the Discloser, the Discloser shall be entitled to seek equitable relief, including the remedies of injunction and specific performance for any threatened or actual breach of the provisions of this Agreement.

For each breach of confidentiality hereunder, Company shall pay to Arvato a contractual penalty which amount is to be determined on a reasonable basis and which amount shall remain subject of a review of a competent court, provided however that the penalty shall be limited to EUR 50,000 per case.

#### 8 Relationship

8.1 This Agreement shall not be construed as a joint venture, agency, partnership or other arrangement and is solely for the purpose of protecting Confidential Information.

8.2 Nothing in this Agreement or in any of the discussions or disclosures made pursuant to the Purpose shall be interpreted or relied upon by either Party as a commitment or intent to purchase or sell any products or services or to engage in any business relationship, contract or future dealing with the other Party. Neither Party is under any obligation to disclose Confidential Information or to make any offer or proposal as a result of receiving the Confidential Information. Unless otherwise agreed, either Party may in its sole and absolute discretion discontinue discussions related to the Purpose at any time.

8.3 Each Party acknowledges that the other may now or in the future own or be developing or receiving information from third parties that is similar to the Discloser's Confidential Information. Nothing in this Agreement is intended to:

- (a) prevent either Party from entering into similar discussions with unrelated third parties;
- (b) restrict either Party's right to develop concepts, products or services that compete with those belonging to the Discloser or which are contemplated by the Confidential Information; or
- (c) limit either Party's right to offer or provide products or services similar to those which the other Party may offer;

provided that the same is done without breach of this Agreement.

#### 9 Compliance

Each Party shall comply with all applicable laws, regulations and export requirements in connection with its obligations under this Agreement.

10 Miscellaneous

- 10.1 This Agreement contains the entire agreement between the Parties relating to the Confidential Information and supersedes all previous agreements and understandings between the Parties with respect to the same.
- 10.2 This Agreement may not be assigned or transferred by either Party without the other Party's prior written consent.
- 10.3 If any provision in this Agreement is deemed invalid or unenforceable it shall operate so far as is permissible and shall not affect the remainder of the Agreement.
- 10.4 Any waiver by either Party of a breach of any provision of this Agreement will not be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.5 This Agreement and any amendments thereto, must be made in written form. For the purpose of this Agreement, written form shall at least require either i) an electronic signature which meets the requirements of eIDAS Regulation EU No. 910/2014 for basic electronic signatures or ii) a scan of the signed original document submitted by email.

The Party agrees to the above by signing below:

Signed for and on behalf of  
State Investment and Development Company

Petr Křížan  
Vice-chairman of the Board  
COO, CFO

Date: 8.7.2025

David Petr  
Member of the Board  
Chief Development Officer

Date: 8.7.2025

Signed for and on behalf of the  
Arvato

Date: d/7/25

Date: 08.07.25