

MUTUAL CONFIDENTIALITY AGREEMENT

Effective Date:	[22-07-2025]
Parties (Full Name and Registered Address):	CATRIN – PALACKÝ UNIVERSITY OLOMOUC, with its registered address at Krizkovskeho 8/511, Olomouc, ZIP 779 00, the Czech Republic, ("CATRIN"). and Q-PLAN INTERNATIONAL ADVISORS PC, with its registered address at El. Venizelou 11, 55133, Thessaloniki, Greece, ("Q-PLAN").
Purpose:	[To allow discussions and sharing of confidential information relating to Nitrogen doped Graphene Ink which is an Intellectual Property developed and belonging to CATRIN for the purpose of further characterization and industrial application.] (the "Purpose")
Disclosure Period (from Effective Date):	Three (3) years
Confidentiality Period (from expiration or earlier termination date):	Five (5) years
Catrin Person:	[REDACTED]
Company Contact Person:	[REDACTED]

This confidentiality agreement (the "**Agreement**") is effective as of the Effective Date between the Parties. The Parties may be referred to individually as a "**Party**".

In carrying out the Purpose (as defined above), it may be necessary for each Party to disclose to the other Party certain business, financial, marketing, technical, and scientific information, all of which is non-public, confidential, or proprietary in nature.

In consideration of the mutual covenants herein, the Parties agree as follows:

1. DEFINITIONS

1.1 "**Confidential Information**" means any information (including, but not limited to, documents, messages, samples, formulations, technical data, test results, trade secrets, know-how, technology, inventions, techniques, processes, designs, specifications, manuals, drawings, marketing plans, and financial conditions) disclosed, whether orally, in writing, electronically or in any other form (including information learned or viewed during a visit of the premises), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with the Purpose.

The following information shall not be deemed Confidential Information within the meaning of

section 1.1 of this Agreement for which the Receiving Party can prove that:

- a) prior to any disclosures by the Disclosing Party or its Affiliates, was publicly available or subsequently becomes publicly available through no breach of this Agreement;
- b) has been independently developed by the Receiving Party or its Affiliates without reliance on or use, in whole or in part, of the Confidential Information;
- c) was already in possession of the Receiving Party or its Affiliates prior to any disclosures by the Disclosing Party or its Affiliates or representatives;
- d) has been received by the Receiving Party or its Affiliates from a third party that was lawfully in possession of the same, and not in breach of any confidentiality obligation with the Disclosing Party; or
- e) was released for disclosure by the Disclosing Party.

1.2 "**Affiliates**" means a legal entity that controls, is controlled by or under common control with a Party by ownership, directly or indirectly, of fifty percent (50%) or more of the stock entitled to vote in the election of directors, or if there is no such stock, fifty percent (50%) or more of ownership interest in such company.

2. PERMITTED USE AND DISCLOSURE RESTRICTIONS

2.1 The Receiving Party shall use the Confidential Information solely for the Purpose. Any other use of the Confidential Information is prohibited.

2.2 The Receiving Party will not disclose or make accessible any Confidential Information, directly or indirectly, to any third party, except as expressly permitted by section 2.3.

2.3 The Receiving Party may disclose Confidential Information of the Disclosing Party:

- a) if the Receiving Party is requested to, or is required by, applicable law or by legal process to disclose any Confidential Information. In such case, the Receiving Party shall notify the Disclosing Party of the request at the earliest reasonable opportunity so that the Disclosing Party can seek an appropriate protective order, and if such a protective order is not obtained, the Receiving Party furnishes only that portion of the Confidential Information that is, in the opinion of the Receiving Party's legal counsel, legally required to be disclosed; or
- b) to its ultimate shareholder and to its Affiliates, provided that the Receiving Party shall procure that prior to disclosure of such Confidential Information each Affiliate to which such Confidential Information is to be disclosed is made aware of the obligations contained in this Agreement and agrees to be subject to obligations no less onerous than those contained in this Agreement. Any references to Receiving Party shall include Affiliates.
- c) to its directors, employees and/or other personnel (and to the directors, employees and/or other personnel of the Affiliates) who need to know such Confidential Information for the Purpose, provided that the Receiving Party shall procure that prior to such disclosure each of those directors, employees and/or other personnel (and directors, employees and/or other personnel of such Affiliates) to whom such Confidential Information is to be disclosed is made aware of the obligations herein contained or
- d) to its professional advisors, but only to the extent such Confidential Information is required to provide their respective services and having an obligation to protect the Confidential Information as required by this Agreement.
- e) with the prior written consent of the Disclosing Party. In such case, the Disclosing Party reserves the right to demand the conclusion of an agreement, which corresponds to this Agreement, between the Receiving Party and the respective third party.

3. SAMPLES

3.1 The Parties may furnish each other with samples, that is deemed to be Confidential Information pursuant to section 1.1, in connection with the Purpose. The number and quantity of samples supplied hereunder shall remain within the sole discretion of the Disclosing Party. The Receiving Party represents and warrants that it will not, nor will it permit its employees, consultants, or any third parties to:

- a) perform any physical or chemical analysis, including reverse engineering or any observation of the identity, chemical structure, chemical composition, physical characteristics, and/or manufacturing technology of such samples without the Disclosing Party's prior written consent. Obtaining information and/or data related to the form, fit, and function of the samples for the Purpose shall not be deemed analysis of such samples as prohibited under this Agreement, provided, however, that any findings, data, conclusions and other pertinent information obtained by inspection or testing of such samples which may reflect their identity, chemical structure, chemical composition, and/or physical characteristics and/or their manufacturing technology shall be considered as if disclosed to the Receiving Party as part of the Disclosing Party's Confidential Information;
- b) transfer any quantity of the sample to any third party for any purpose whatsoever without first obtaining the written consent of the Disclosing Party;
- c) use the sample for any purpose other than the permitted testing and evaluation in connection with the Purpose; and
- d) disclose the results of any and all tests and evaluations carried out under this Agreement.

4. OWNERSHIP AND STORAGE

4.1 All Confidential Information and any right, title, and interest related to Confidential Information shall solely belong to and remain with the Disclosing Party. Nothing in this Agreement will be construed to convey to either Party, express or implied, any right, title, or interest in any Confidential Information or intellectual property right of the other Party.

4.2 The Receiving Party will hold the Confidential Information in confidence and trust and will use the same degree of care as it uses to protect its own confidential information of like importance, but no less than a reasonable degree of care, to prevent the unauthorized use, accessibility or disclosure of the Confidential Information to third parties.

4.3 The Receiving Party may make only such copies of the Confidential Information as are necessary for the Purpose. Any such copies must reproduce proprietary markings included therein, if any.

4.4 All Confidential Information and all copies, samples, and excerpts thereof will be promptly returned to the Disclosing Party or destroyed upon the Disclosing Party's request but latest upon termination or expiry of this Agreement, to the extent technically and legally possible. The Receiving Party, however, shall have the right to retain one set of copies of Confidential Information received for the strict purpose of monitoring its continuing obligations under this Agreement only, provided such copies are treated as classified documents with appropriate steps to safeguard their secrecy. If requested, the Receiving Party will certify in writing its compliance with the provisions of this section 4.4.

5. FILING OF PATENT APPLICATION(S)

5.1 Any intellectual property in and to the Confidential Information provided by the Disclosing Party to the Receiving Party hereunder shall remain owned by such Disclosing Party. The Receiving Party will not file any patent, utility model, or design application using or disclosing any of the Disclosing Party's Confidential Information.

6. TERM AND TERMINATION

6.1 This Agreement is valid and remains in effect for the term of the Disclosure Period (as defined above), unless terminated earlier.

6.2 Either Party may terminate this Agreement with no less than two (2) months prior written notice to the other Party, whichever is earlier.

6.3 The obligations related to confidentiality and restricted use hereunder shall survive termination or expiry of this Agreement for an additional period of five (5) years and shall be binding upon its permitted successors and assigns throughout the term of this Agreement, with the exception of confidential information designated as a Trade Secret of which the duty of the Receiving party to maintain confidentiality shall remain in perpetuity as long as Trade Secret status is maintained. The provisions contained in sections 4.1, 5, and 7 shall remain in force and shall not be affected by the expiration of this Agreement.

7. REPRESENTATIONS AND WARRANTIES; LIABILITY

7.1 The Receiving Party acknowledges that the

Confidential Information is being provided "as is" and without any representation or warranty of any kind, either express or implied, regarding the accuracy or completeness or other quality of the Confidential Information. Any evaluation, tasks or tests performed by the Receiving Party using information made available hereunder shall be at the Receiving Party's sole risk. The Disclosing Party gives no warranty, express or implied, as to the accuracy, reliability, novelty, completeness or fitness for any particular purpose of any such information nor does it represent or warrant that the use of such information does not infringe any intellectual property rights of any third party. The Receiving Party hereby waives its rights, as far as legally possible, to assert any claim in this context against the Disclosing Party.

7.2 The Receiving Party shall be responsible for any breach of this Agreement caused by the acts or omissions of its employees, its Affiliate's employees, or representatives.

7.3 The Receiving Party acknowledges that any unauthorized use or disclosure of the Confidential Information, or any threat thereof, would likely cause the Disclosing Party irreparable harm that could not be fully remedied by monetary damages. Thus, the Receiving Party agrees that the Disclosing Party will have the right, in addition to any other remedy available to it, to seek injunctive or other equitable relief from a court of competent jurisdiction, without the need to post bond or other security or proof of actual damage, as may be necessary to prevent any unauthorized use or disclosure.

8. DATA PROTECTION

8.1 Any information related to an identified or identifiable natural person ("**Personal Data**") which is shared between the Parties shall be collected by the Disclosing Party and shall be processed by the Receiving Party in compliance with any and all applicable legislation on data protection, and this Agreement. For the purpose of this Agreement, Personal Data shall mean the definition as described under the General Data Protection Regulation (EU) 2016/679.

8.2 If the Receiving Party has its registered office outside the EU/EEA in a country that does not provide an adequate data protection level recognized by the European Commission, the Parties agree to take the necessary steps to ensure that Personal Data is transferred according to applicable data protection laws. Accordingly, any Party can request for the Parties to execute EU-Standard Contractual Clauses between the Parties, unless any other valid legal basis for processing

Personal Data exists.

8.3 In addition, each Party expressly agrees that an Affiliate of a Disclosing Party who provides Personal Data to the Receiving Party, or otherwise on whose behalf the Receiving Party is provided with Personal Data, will have the right to enforce the provisions of this Agreement against the Receiving Party with respect to such Personal Data.

9. PROHIBITION ON USE OF OPEN AI SYSTEMS

9.1 Notwithstanding anything to the contrary in this Agreement, the Receiving Party shall not input, submit or otherwise provide Confidential Information to, or use Confidential Information with, any artificial intelligence technology, platform or other system of any kind that has the capability to disclose, provide, transfer, use or otherwise make available any data, content, information and other materials of any nature to any third parties.

10. GENERAL

10.1 This Agreement is personal to the Parties and is not assignable or transferable in whole or in part without the written consent of the other Party. Any attempted assignment without such written consent shall be void and shall constitute a breach of this Agreement.

10.2 The validity, interpretation and enforceability of this Agreement shall be governed by the law of the Netherlands and any and all disputes arising from this Agreement shall be heard by courts located in Amsterdam. If any provision of this Agreement shall be or become illegal or unenforceable in whole or in part the remaining provisions shall nevertheless be valid, binding, and enforceable.

10.3 This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

10.4 This Agreement expresses the entire understanding between the Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements relating thereto.

10.5 This Agreement may be amended or supplemented only by written mutual agreement signed by duly authorized representatives of all Parties.

10.6 The Parties do not intend that any agency, partnership, employer-employee relationship be created between them by this Agreement.

10.7 If this Agreement or any document in connection with this Agreement is signed electronically, the Parties agree that such signature will be legally binding to the same extent as documents with original signatures, and no Party will contest enforceability on the basis of such electronic signature.

10.8 This Agreement may be executed in other languages. The English version represents the understanding of both Parties, and any other version is provided as a translation. In case of any controversy, the English version will prevail.

IN WITNESS WHEREOF, each Party accepts and agrees to the above provisions as of the Effective Date of this Agreement and has caused this Agreement to be executed by a duly authorized representative.

CATRIN – PALACKÝ UNIVERSITY OLOMOUC

Click on



4.08.2025

electronic signature

Authorized Representative's

Full Name: Mr. Pavel BANÁŠ, Ph.D.

Position: Director

E-mail Address:



Q-PLAN

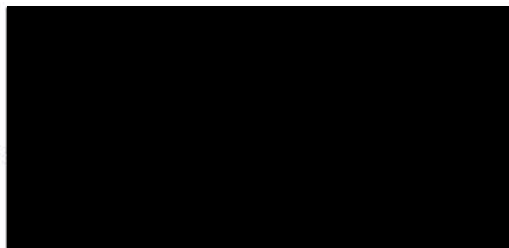
Q-PLAN INTERNATIONAL ADVISORS PC

By

Authorized Representative's

Full Name: Dimitrios Daskalakis

Position: Director



Date: August 12, 2025