

CONFIDENTIALITY AGREEMENT

This Agreement is concluded on (date), by and between the following parties:

CodeIT d.o.o. Belgrade, ID number: 21137464, TIN: 109175085, with registered office at Palih boraca 28, represented by director Mihailo Milojević (further: "**Party I**")

and

(Company name/Name), TIN: (for Company), with registered office at (for Company)/residential address at (for Individual) (further: "**Party II**")

hereinafter referred to individually as the "**Contracting Party**" and collectively as the "**Contracting Parties**".

INTRODUCTION

- A. The contracting parties intend to start negotiations on future business cooperation (further: "**Project**").
- B. In negotiations regarding the Project, the parties may disclose certain Confidential Information (as defined below) to each other.
- C. The parties agree that the disclosure and use of Confidential Information will be in accordance with the terms of this Agreement.

The parties have agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following definitions apply:

"**Affiliate**" means, at the time of disclosure of any Confidential Information, any legal entity that directly or indirectly manages the Contracting Party, or is managed by the Contracting Party, or is under joint management with the Contracting Party.

"**Agreement**" means this Confidentiality Agreement, with possible occasional changes in accordance with Section 10 (Amendments) of this Agreement.

"**Project**" means the project defined in point A of the Introduction.

"**Purpose**" means the evaluation and negotiation of a potential contractual relationship between the Contracting Parties for the Project.

"Information Provider" means the Party that discloses Confidential Information to the Information Recipient pursuant to this Agreement, including all employees, contractors and consultants of the Information Recipient.

"Information Recipient" means the Party receiving Confidential Information from the Information Provider under this Agreement, including all employees, contractors and consultants of the Information Recipient.

"Confidential Information" means any information disclosed in any form by the Information Provider to the Information Recipient (whether orally, in writing, electronically or on magnetic or other media) or of which the Information Recipient learns from the Information Provider pursuant to this Agreement, but only in the following cases:

- i. if the Information Provider discloses that information in writing if it is marked as confidential at the time of disclosure;
- ii. if the Information Provider discloses that information orally, and during the disclosure, it is characterized and then summarized and indicated in a confidential, written manner, to the Information Recipient;
- iii. if that information is disclosed in some other way and is designated as confidential in writing when disclosed; or
- iv. if the nature of that information makes it clear in some other way that it is confidential;

but excludes information:

- a) which are publicly available or will become so, except by the action or omission of the Recipient of the information,
- b) which became known to the Information Recipient without any breach of applicable confidentiality terms prior to disclosure by the Information Provider,
- c) for which the Recipient of the information can prove at any time that he developed it without using such information, or
- d) which the Information Recipient has at any time lawfully obtained from a third party without restrictions on its disclosure or use (assuming that the third party has lawfully and with authority disclosed the information to the Information Recipient).

2. PROHIBITION OF DISCLOSURE OF CONFIDENTIAL INFORMATION

- 2.1. Except as provided in Article 4 (Permitted Disclosure of Confidential Information) below, the Recipient of Information may not disclose Confidential Information to any third party.
- 2.2. In addition to the obligations listed in item 2.1. of this Agreement, the Information Recipient is also responsible for:
 - 2.2.1. Any loss, theft or unauthorized disclosure of Confidential Information;
 - 2.2.2. Any unauthorized disclosure of Confidential Information by any person or entity (including, but not limited to, current or former employees, advisors and any Affiliates, contractors, intermediaries) to whom Information Recipient may disclose or has disclosed Confidential Information under this Agreement, as well as any use of Confidential Information by the Information Recipient that is not provided for the purpose of the Project.
- 2.3. The recipient of the information must at all times ensure that the following conditions are met with respect to the Confidential Information:
 - 2.3.1. The recipient of the information shall use the same degree of care in the storage of the Confidential Information (and as far as possible to ensure that any third party receiving the same) applies the same degree of care as it applies in the storage of its own similar confidential information, but no less than reasonable care; and
 - 2.3.2. The Recipient of Information shall, immediately upon learning, notify the Information Provider without delay of any loss, theft, negligent or unauthorized disclosure and shall take all necessary measures to mitigate consequences of such disclosure and prevent their further disclosure.

3. USE OF CONFIDENTIAL INFORMATION

- 3.1. The Recipient of the Information must use the Confidential Information only for the purposes of the Purpose.
- 3.2. Confidential Information is provided as is without any warranty to the Information Recipient or others, and remains the property of the Information Provider.
- 3.3. This Agreement does not grant or transfer to the Information Recipient any intellectual property rights of the Information Provider related to the Confidential Information. All Confidential Information remains the property of the Information Provider. By disclosing Confidential Information, the Information Provider does not transfer, directly or indirectly, any right to the Information Recipient arising from or in connection with patents, copyrights, trademarks, trade secrets or trade secret information (or any intellectual property right, recognized by the applicable law, and especially the intellectual property right registered in the competent register on the basis of the applicable law).
- 3.4. Information Recipient may not reverse engineer, disassemble or decompile any software (including firmware), hardware or hardware design provided to Information Recipient for the Purpose without the prior written consent of Information Provider.

4. PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 4.1. The Information Recipient may disclose Confidential Information only to its employees, advisors or Affiliates if disclosure is necessary for the purposes of the Purpose.
- 4.2. The Recipient of the Information may disclose the Confidential Information to its Affiliate or advisor, and the same Affiliate or that advisor have the right to use the Confidential Information, but only:
 - 4.2.1. if the Affiliate or advisor uses the Confidential Information in the same manner as the Recipient of the Information is permitted under this Agreement; and
 - 4.2.2. if the Information Recipient ensures that any Affiliate or advisor receiving the Confidential Information will comply with the terms of this Agreement or specific confidentiality obligations that are as restrictive as this Agreement.
- 4.3. In accordance with paragraph 4.2. The Information Recipient may disclose Confidential Information to a third party, but only in the following cases:
 - 4.3.1. if the Information Provider consents in writing prior to disclosure; and
 - 4.3.2. if the Information Provider ensures that the third party receiving the Confidential Information will comply with the terms of this Agreement or confidentiality obligations that are as restrictive as this Agreement, without the additional right to provide access to the Confidential Information to any other party.
- 4.4. The recipient of the information may disclose the Confidential Information:
 - 4.4.1. if such disclosure is ordered by a court decision or by a decision of some other government authority competent for this Agreement, or
 - 4.4.2. if such disclosure is otherwise required by law or the regulations of the securities market on which the shares or other securities of any of the Contracting Parties or their Affiliates are listed, but only if (to the extent possible) the Recipient of the Information has initially given written notice to the Information Provider and has used reasonable efforts to protect the Confidential Information upon such disclosure.

5. PRIVACY AND DATA PROTECTION

- 5.1. The Contracting Parties agree to provide each other with data related to the usual business contact data of their employees (e.g. business e-mail addresses, telephone numbers, place of work, place of business, etc.) which are necessary for the management of this Agreement, i.e. for the purpose of the contract.
- 5.2. In the event that the Contracting Party, the Recipient of such information wishes to process said data for any other purposes (for example, to connect them with data collected in other ways for the purpose of profiling), then it will be obliged to collect specific and individual consent from the subjects in question and provide an easy way to check out later.

- 5.3. For the purpose of proper and complete fulfillment of this Agreement, the Contracting Parties agree to appoint contact persons with this Agreement who will have access to confidential information and who will participate in confidential communication and who are responsible for preserving the secrecy of the same.

6. COPYING AND RETURN OF OBTAINED INFORMATION

- 6.1. The Information Recipient may not copy samples, models, computer programs, drawings, documents or other media of any kind, provided by the Information Provider and containing Confidential Information, except for the purposes of the Purpose and to the extent necessary to carry out the Purpose. Recipient in the formation will clearly mark each copy, reproduction or transmission with the mark "Confidential" or some other similar mark.
- 6.2. All samples, models, computer programs, documents and other media containing Confidential Information remain the property of the Information Provider. The Information Recipient shall, at its own expense, return or destroy any such media or copies thereof at the Information Provider's request. The contracting parties agree that Confidential Information provided in electronic form (e.g. e-mail) may be copied by the Information Recipient as part of back-up procedures and in the event that these copies cannot be destroyed or returned to the Information Recipient, the Information Recipient agrees not to access or use such copies, upon request by the Information Provider to return, destroy or block the Confidential Information.

7. CONFIDENTIALITY OF NEGOTIATIONS

Except in the situations set forth in Article 4 (Permitted Disclosure of Confidential Information) above, neither Party shall disclose to a third party that the Parties are considering and negotiating the Project, unless the other Party gives its consent. This obligation is valid even after the termination of this Agreement, in accordance with Article 10. (Duration and Termination) of this Agreement.

8. PROTECTION OF RIGHTS AND REMEDIES

The Recipient of Information agrees that a certain monetary compensation does not have to represent satisfactory compensation for the unauthorized disclosure of Confidential Information and that the Information Provider has the right, without waiving other rights or legal remedies, to appropriate judicial or other equitable protection before the competent court.

9. OTHER

- 9.1. If any provision or provisions of the Agreement are deemed invalid, illegal or unenforceable, the legality and enforceability of the other provisions will not be impaired or reduced in any way. Without prejudice to the foregoing, the Contracting Parties shall conscientiously conduct negotiations in order to replace the invalid, illegal or unenforceable provision with a provision that corresponds to the economic intentions of the Contracting Parties to the greatest extent

possible. This applies, mutatis mutandis, in case of inconsistency with the provisions of this Agreement.

- 9.2. This Agreement is a non-disclosure agreement only. It does not implement or in any other way imply association, joint venture, partnership, representation or any other such relationship. This Agreement does not give any of the Contracting Parties the right to any obligation for or on behalf of the other Contracting Party without the prior written consent of the other Contracting Party.
- 9.3. This Agreement represents the entire understanding and agreement of the Parties with respect to the content governed by this Agreement and supersedes all prior representations, negotiations, obligations, communications, oral or written, consents, understandings and agreements between the Parties with respect to or in connection with, to which this Agreement applies or applies.
- 9.4. It is considered that nothing in this Agreement decisively influences one of the Contracting Parties to this Agreement to disclose Confidential Information to other Contracting Parties or to enter into additional contractual relationships.
- 9.5. The Contracting Parties mutually warrant that they are authorized to disclose, exchange, transfer, publish or otherwise use the Confidential Information disclosed to the other Contracting Party / other Contracting Parties in accordance with this Agreement.
- 9.6. The rights and obligations provided for in this Agreement shall prevail over the conflicting provisions of any special explanations or statements associated with the Confidential Information upon receipt thereof.
- 9.7. This Agreement shall enter into force on the date of signing by the Contracting Parties. Furthermore, this Agreement applies to all Confidential Information related to the implementation of the Purpose that was made available prior to the effective date of this Agreement.
- 9.8. The parties agree that the provisions of this Agreement will also apply to any contract that the Contracting Parties may enter into on the basis of negotiations for the Project.
- 9.9. This Agreement is concluded for an indefinite period of time, and may be terminated unilaterally with prior written notice 60 (sixty) days in advance. Regardless of the expiration of this Agreement, the Recipient of Information is obliged to keep the Confidential Information in accordance with the terms of this Agreement without time limit and after the expiration of this Agreement.
- 9.10. If a Party terminates negotiations for the Project, neither Party may further disclose Confidential Information under this Agreement. Otherwise, the Recipient of the information, if even after the termination of the negotiations, makes the Confidential Information available to third parties or continues to use it for his own interests, he will be responsible for the damage caused, which includes, among other things, the right to hand over the benefits realized by the violation.

10. AMENDMENTS TO AGREEMENT

Amendments or other changes to this Agreement will not be valid or binding on any of the Contracting Parties, unless agreed to in writing and signed by duly authorized representatives of the Contracting Parties.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. All issues from this Agreement, including non-contractual claims, are regulated by the regulations of the Republic of Serbia (excl subject to conflict of laws rules).

11.2. For all disputes arising from this Agreement, including disputes related to issues of the existence, violation or termination of this Agreement, as well as the legal consequences arising from it, the local jurisdiction of the Commercial Court in Belgrade is agreed, as the actual and local competent court .

11.3. The contracting parties signed this Agreement in 2 (two) identical copies and kept 1 (one) copy each.

In Belgrade, **(date)**

CodeIT d.o.o. Belgrade

Name of the Party II

Mihailo Milojević, director

Name and surname