CONTRACTS · NON-DISCLOSURE AGREEMENT (NDA)

Non-Disclosure Agreement (NDA)

version v2.2 · effective from 2 October 2026

Mutual non-disclosure agreement for partner and integration negotiations, anchored in the current wording of the Slovak Commercial Code. This is the binding wording in which we conclude the contract (in its Slovak version); fields marked [•] are completed with identification data at signature. Conclusion or individual adjustments: peppol@verteco.digital.

Informative translation. Only the Slovak wording is legally binding (General Terms, art. 21). In case of any discrepancy the Slovak text prevails. Open the Slovak version

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
(mutual; innominate contract under § 269 para. 2 of Act No. 513/1991 Coll.,
the Commercial Code, as amended, hereinafter the "Commercial Code")

Party A:
Verteco digital services, s. r. o.
registered office: Daniela Dlabača 21, 010 01 Žilina
Company ID (IČO): 53 412 834, Tax ID (DIČ): 2121358349, VAT ID: SK2121358349
registered in the Commercial Register of the District Court Žilina, section Sro, file no. 75936/L
acting through: [name of the managing director]

Party B:
[business name]
registered office: [•]
Company ID / registration number: [•], Tax ID: [•]
registered in [commercial or other register, including a foreign one, section, file]
acting through: [name and position of the acting person]

(Party A and Party B hereinafter jointly the "Parties" and each individually a "Party"; the Party that discloses information, hereinafter the "Disclosing Party"; the Party that receives it, hereinafter the "Receiving Party".)

Art. 1: Purpose of the agreement
1.1 The Parties are negotiating cooperation in the field of electronic invoicing, the Peppol network
and related services of Party A (certified Peppol Access Point, PA SK ID EFSK000031), in particular concerning [integration / intermediary model / other: •] (hereinafter the

"Purpose").
1.2 This agreement builds on the statutory protection under § 271 of the Commercial Code (confidential
information provided in negotiations on the conclusion of a contract) and under § 17 to § 20 of the
Commercial Code (trade secrets) and extends it by the contractual regime agreed below. The protection
under this agreement applies regardless of whether the Parties conclude the main contract.

Art. 2: Confidential information
2.1 For the purposes of this agreement, confidential information is any information that one Party
discloses to the other in connection with the Purpose and which is:
a) marked as confidential (in writing, electronically or, in the case of oral disclosure, by a
declaration with a written summary within 10 days), or
b) of such a nature that its confidentiality is evident from the circumstances, in particular:
commercial and pricing terms beyond the public price list, technical documentation and system
architecture, source code, access credentials, keys and certificates, security
information and findings, data on customers, volumes and transactions, the content of
negotiations and draft contracts.
2.2 If confidential information meets the characteristics of a trade secret under § 17 para. 1 of the
Commercial Code (facts of a commercial, production or technical nature related to the enterprise
which have an actual or at least potential material or immaterial value, are not commonly available in the relevant business circles, are intended by the owner to be kept secret
and whose secrecy is appropriately secured), it enjoys, in addition to this agreement, the
protection of trade secrets; this agreement is at the same time a measure to secure its secrecy within the meaning of § 17 para. 1 of the Commercial Code.
2.3 Confidential information does not include information in respect of which the Receiving Party
proves that:
a) it was publicly known at the time of disclosure or became so other than by breach of
this agreement or of a legal obligation;

b) it lawfully had it at its disposal before disclosure;
c) it obtained it from a third party entitled to dispose of it and to disclose it;
d) it developed it independently without using the Disclosing Party's confidential information.

Publicly available information about Party A's services (price list, documentation, terms published at peppol.verteco.digital) is not confidential information.

2.4 Confidential information is disclosed as is; the Disclosing Party gives no warranty of its completeness, accuracy or suitability for the Purpose, unless the Parties agree otherwise in writing.

Art. 3: Obligations of the Receiving Party

3.1 The Receiving Party is obliged to:

a) use the confidential information exclusively for the Purpose and not use it contrary to its purpose for its own needs or for the needs of third parties (in accordance with § 271 para. 1 of the Commercial Code);
b) not disclose it to any third party without the prior consent of the Disclosing Party (e-mail suffices);
c) protect it at least with the professional care with which it protects its own information of the same nature, but always in a manner appropriate to its sensitivity; keep access credentials and keys encrypted and separately;
d) make it available only to its statutory bodies, employees, advisers and subcontractors who necessarily need it for the Purpose and are bound by an obligation of confidentiality to an extent appropriate to the nature of the disclosed information; for persons bound by a statutory duty of confidentiality (attorneys, auditors, tax advisers) and for established providers of cloud and hosting services, their statutory or standard contractual duty of confidentiality suffices; the Receiving Party is liable for a breach by these persons as if it had acted itself;
e) notify the Disclosing Party without delay of any detected breach or threat to confidentiality and provide assistance in limiting the consequences.

3.2 Disclosure required by law or by a decision of a court or public authority (including the Financial Administration of the Slovak Republic and the Peppol authority) is not a breach of this agreement; the Receiving Party shall notify the Disclosing Party

in advance,
unless the law or the decision prohibits it, and shall disclose only the necessary extent. If a Party
is an obliged person under Act No. 211/2000 Coll., the protection does not apply to the extent that
publication of the contract is mandatory (§ 271 para. 2 of the Commercial Code).
3.3 The protection of personal data is governed by Regulation (EU) 2016/679; should the Parties
process personal data in a controller to processor relationship, they shall conclude a separate
agreement under Art. 28 GDPR (Party A's template is available).

Art. 4: Duration
4.1 The agreement is concluded for an indefinite period. Either Party may terminate it in writing
with a notice period of one month, which begins to run on the first day of the month following
the delivery of the notice.
4.2 The obligations under Art. 3 continue for each item of confidential information for 5 years
from its disclosure, including after the agreement ends. For information constituting a trade
secret, the protection continues without time limit for as long as the facts under § 17 para. 1 of
the Commercial Code persist (§ 19 of the Commercial Code). For access credentials and keys the
obligation continues until their demonstrable deactivation.
4.3 After the agreement ends, or at any time upon written request, the Receiving Party shall return
the confidential information or demonstrably destroy it (including copies), with the exception of
(i) archives required by law, (ii) routine backups with standard retention
and (iii) automated security and operational records that cannot be
selectively removed without compromising their integrity; the obligations under Art. 3 apply to all
exceptions until deletion.

Art. 5: Contractual penalty and compensation for damage
5.1 For each breach of an obligation under Art. 3.1 point (a), (b) or (d) or of the obligation under Art. 4.3, the breaching Party is obliged to pay the other Party a contractual penalty of

EUR 5,000. Several breaches arising from a single act or a single event are deemed one breach; the total of contractual penalties under this agreement shall not exceed EUR 25,000. The contractual penalty is agreed in writing and its amount is determined (§ 544 para. 1 and 2 of the Civil Code); the written form is also preserved where the agreement is concluded electronically under Art. 6.4.

5.2 In accordance with § 545 para. 2 of the Civil Code, payment of the contractual penalty is without prejudice to the claim for compensation for damage exceeding the contractual penalty. Compensation for damage under this agreement is limited to EUR 100,000 in aggregate for all breaches; the limitation does not apply to damage caused intentionally or to a breach of trade secrets.

5.3 Circumstances excluding liability have no effect on the obligation to pay the contractual penalty (§ 300 of the Commercial Code). The Parties acknowledge the court's right of moderation under § 301 of the Commercial Code and the right to withdraw from the contract without affecting the claim to a penalty already incurred (§ 302 of the Commercial Code).

5.4 In the event of a breach of or threat to a trade secret, the affected Party has, in addition to the claims under this agreement, the claims under § 53 et seq. of the Commercial Code (cessation of the conduct, removal of the defective state, reasonable satisfaction, compensation for damage, surrender of unjust enrichment). In the event of a breach of or imminent threat to the confidentiality of any confidential information, the affected Party may apply for an interim measure under the Code of Civil Contentious Procedure; the Parties acknowledge that monetary compensation may not be sufficient protection.

5.5 Rights under this agreement are subject to a four-year limitation period (§ 397 of the Commercial Code).

Art. 6: Common and final provisions

6.1 The agreement and the relationships arising from it are governed by the law of the Slovak Republic regardless of the registered office of Party B; relationships not governed by

the agreement
are governed by the Commercial Code. The law of the Slovak Republic is the law of the state of
Party A's registered office and this is a choice of law under Art. 3 of Regulation (EC) No. 593/2008.
All disputes arising from or in connection with this agreement are subject to the exclusive
jurisdiction of the courts of the Slovak Republic; if Party B has its registered office in another
EU Member State, this is an agreement under Art. 25 of Regulation (EU) No. 1215/2012. Local
jurisdiction is determined under the Code of Civil Contentious Procedure (Act No. 160/2015 Coll.).
6.1a Neither Party is entitled to assign or transfer the rights and obligations under this agreement without the prior written consent of the other Party; this does not apply to a transfer to
a legal successor upon the sale of an enterprise or a part thereof.
6.2 This agreement does not establish an obligation to conclude the main contract, does not
establish exclusivity of negotiations
and is not an agreement to conclude a future contract under § 289 of the Commercial Code. Liability
for bad-faith termination of negotiations under the general rules remains unaffected.
6.3 Neither Party acquires by this agreement any rights to the intellectual property of the other Party.
6.4 The agreement may be amended only in writing, by numbered addenda signed by both Parties.
The written form is also preserved in the case of a legal act performed by electronic means
which allow the content to be captured and the acting person to be identified (§ 40 para. 4 of the
Civil Code); the Parties regard as such an act in particular a signature by qualified electronic
signature or the exchange of signed scans with acknowledgement of receipt.
6.5 The invalidity or ineffectiveness of any provision does not affect the other provisions; the Parties shall replace such a provision with a valid one having the closest economic
purpose.
6.6 The agreement enters into force and effect on the day of signature by both Parties.

It is
executed electronically or in two counterparts, one for each Party.

In ....., on .....

Party A: Verteco digital services, s. r. o.	Party B: [•]
_____	_____
[name], managing director	[name], managing director