

Confidentiality Undertaking and Non-Circumvention Agreement

The following is agreed on 07th of April, 2025 between:

1. _____, ("**your company**"), a company registered under the laws of _____ with registered number _____, whose registered office is located at _____

And

2. [_____], ("**Atlas RFID**"), a company registered under the laws of [_____] with registered number [_____] whose registered office is located at [_____],

together "the Parties".

Whereas

The Parties have agreed to make available to each other certain information in relation to the Purpose (as defined below), which the parties regard as proprietary and confidential.

Agreement

In consideration of the mutual undertakings contained in this agreement, the Parties agree as follows: -

1. In this Agreement:

- a. "Confidential Information" means information in any form which is disclosed by any means by or on behalf of the Disclosing Party to the Receiving Party (including its employees, directors, officers and agents) and which relates to the Disclosing Party's (or any Associated Company of the Disclosing Party's) operations, processes, plans, intentions, product information, know-how, customers, customers' information and know-how, design rights, trade secrets, software, market opportunities or other business affairs. Where the Disclosing Party is not the proprietor of the Confidential Information, the Disclosing Party warrants that the Confidential Information is being disclosed with the consent of the proprietor;
- b. "Disclosing Party" means the party who discloses Confidential Information under this Agreement;
- c. "Purpose" means any and all discussions and negotiations between the parties from time to time to enable the parties to decide whether they should enter into a contract or arrangement regarding a potential partnership in the Energy sector;
- d. "Receiving Party" means the party who receives Confidential Information from the Disclosing Party under this Agreement.

2. Information shall not be regarded as Confidential Information for the purposes of this Agreement if that information:

- a. Was in the Receiving Party's possession or was already known to it before disclosure (as evidenced by the Receiving Party's records); or
- b. Was developed by or for the benefit of the Receiving Party without using any of the Confidential Information; or

- c. Was public knowledge at the time of disclosure or becomes public knowledge (otherwise than as a result of a breach by the Receiving Party of the terms of this Agreement); or
- d. Is disclosed to the Receiving Party by any third party (unless that third party is in breach of any obligation of confidentiality owed by it to the Disclosing Party).

3. The Receiving Party agrees:

- a. To keep the Confidential Information confidential and to apply no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential or proprietary information in order to protect it from unauthorised disclosure or use;
- b. To use the Confidential Information only for the Purpose;
- c. To make only such copies of the Confidential Information as may be necessary for the Purpose;
- d. To disclose Confidential Information only to those of the Receiving Party's employees, directors, officers, agents, Associated Companies, and professional advisers as the Receiving Party reasonably believes need to know the same for the Purpose or in order to provide professional advice in relation to the Purpose. Prior to making any such disclosure, the Receiving Party shall ensure that any persons to whom Confidential Information is disclosed are aware of the need to keep it confidential and are directed to deal with the Confidential Information on terms no less onerous than the terms of this Agreement; and
- e. as soon as reasonably practicable following receipt of a written request from the Disclosing Party, to return to the Disclosing Party (or, where this is not possible, delete or destroy) all Confidential Information. The Receiving Party shall certify in writing to the Disclosing Party that it has complied with its obligations under this paragraph. This paragraph shall not apply to the extent that either party is obliged to retain a copy of the Confidential Information for legal or regulatory reasons.

4. The Receiving Party shall not be in breach of the terms of this Agreement where any Confidential Information is disclosed under any law, regulation or court order or under the order of any statutory or regulatory authority to which the Receiving Party is subject, provided that the Receiving Party shall (where possible) notify the Disclosing Party prior to making any such disclosure.

5. The Receiving Party's obligations under this Agreement shall continue to apply for a period of five years from the date of disclosure of the relevant Confidential Information.

6. All rights in each party's Confidential Information are reserved by that party. No licence, right to use or other intellectual property rights are or shall be deemed to be granted by the Disclosing Party under this Agreement in favour of the Receiving Party or any third party. No warranty is given by the Disclosing Party as to the accuracy, completeness or fitness for a particular purpose of the Confidential Information.

7. Nothing in this Agreement or in its operation shall constitute any obligation on either party to enter into or maintain a business relationship (whether in relation to the Purpose or otherwise).

8. None of the Confidential Information provided to the Parties, shall be used for any commercial benefit or purpose other than to determine whether the Parties should proceed with any form of transaction together. In signing this agreement, the Parties agree to not circumvent the other in any transaction or commercial venture relating to the Purpose.

9. Neither party may, without the prior written consent of the other party:

- a. Make any statement or announcement to any third party about the discussions between the parties or the Purpose; or
- b. Use the names, logos or trademarks of the other party.

10. German Law shall govern the construction, validity and performance of this Agreement, and the parties submit to the exclusive jurisdiction of the Courts of Berlin.

For :

Authorised Signature:

For :

Authorised Signature:

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Name:

Name:

Title:

Title: Director

Date:

Date: