

Non-Disclosure Agreement (NDA)

concluded pursuant to Section 1746(2) and Section 1730 of Act No. 89/2012 Coll., the Czech Civil Code, in connection with negotiations on the transfer of the ownership interest in PaperTime s.r.o.

Parties

Disclosing Party: PaperTime s.r.o., Company ID 10666699, with its registered office at Pod Cihelným vrchem 1030, 264 01 Sedlčany, Czech Republic, registered with the Municipal Court in Prague under file no. C 346238, represented by its managing director Egor Nefedov — together with the shareholders Egor Nefedov and Jaroslav Kevin Peterka (the “Disclosing Party”).

Recipient: _____, Company ID / date of birth _____, with its registered office / residing at _____, represented by _____ (the “Recipient”).

1. Purpose

The Parties are negotiating a possible transfer of a 100 % ownership interest in PaperTime s.r.o. (the “Transaction”). For this purpose the Disclosing Party will disclose confidential information to the Recipient, in particular through the electronic dataroom at dataroom.papertime.cz, in-person meetings, e-mail and a visit to the workshop.

2. Confidential Information

Confidential Information means all information of a commercial, financial, technical, operational, marketing, personnel or legal nature relating to the Disclosing Party, its shareholders, customers, suppliers, products, production processes, know-how, licences, prices, margins, e-shop data, advertising accounts and analytics tools, as well as the very fact that Transaction negotiations are taking place and their content — regardless of form and of whether marked as confidential. Confidential Information does not include information that (a) is publicly available other than through a breach of this Agreement, (b) the Recipient demonstrably knew before it was disclosed, (c) the Recipient lawfully obtained from a third party not bound by a duty of confidentiality, or (d) was independently developed without the use of Confidential Information.

3. Obligations of the Recipient

The Recipient undertakes (a) to keep the Confidential Information confidential and to protect it at least as it protects its own information of a similar nature, and in any case with due managerial care; (b) to use it solely for evaluating and carrying out the Transaction; (c) to disclose it only to its shareholders, members of its bodies, employees and professional advisers (legal, tax, financial) who strictly need it for this purpose and are bound by confidentiality at least to the extent of this Agreement, remaining liable for their conduct as for its own; (d) not to copy or share the dataroom access credentials; (e) not to contact the Disclosing Party’s customers, suppliers, part-time workers or collaborators in connection with the Transaction without the Disclosing Party’s consent; (f) not to use the Confidential Information for its own business or that of third parties, in particular to imitate the Disclosing Party’s products, production processes or marketing set-ups, or to approach the Disclosing Party’s suppliers or customers.

4. Exceptions

The Recipient may disclose Confidential Information where required to do so by law or by a decision of a public authority; in such case it shall inform the Disclosing Party without undue delay (where permitted) and shall disclose only the extent strictly necessary.

5. Return and destruction

Upon the Disclosing Party’s written request, and at the latest when the Transaction negotiations end without completion, the Recipient shall return or demonstrably destroy all media containing Confidential Information, including copies and notes, except for copies it is required to retain by law or which are stored in routine backups; these remain protected by this Agreement.

6. Term

This Agreement is concluded for a term of 3 years from its signature; the duty of confidentiality continues after completion of the Transaction with respect to information not relating to the acquired company and, if the negotiations end without completion, for the entire term of this Agreement.

7. Penalties and liability

For each breach of an obligation under Article 3 the Recipient undertakes to pay the Disclosing Party a contractual penalty of CZK 200,000; the right to full compensation for damages is not affected thereby. The Disclosing Party gives no warranties as to the completeness or accuracy of the Confidential Information beyond what may be expressly agreed in a possible share transfer agreement; this Agreement does not oblige either Party to conclude the Transaction and does not create any exclusivity commitment.

8. Final provisions

This Agreement is governed by the laws of the Czech Republic. Amendments may be made only in writing. The Agreement is executed in two counterparts, each Party receiving one; an electronic signature or an exchange of signed scans by e-mail is also deemed to satisfy the written form. The Parties declare that they have read the Agreement, understand it and enter into it freely and seriously.

In _____ on _____

In _____ on _____

PaperTime s.r.o. — Egor Nefedov, managing director
(and the shareholders Egor Nefedov, Jaroslav Kevin Peterka)

Recipient