GODI s.p.

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of [Effective Date] by and between:

1. GODI S.P. ("Party A"), whose principal place of business is at GRAHOVO 61, 1384 GRAHOVO, SLOVENIA, and

2. [_____] ("Party B"), whose principal place of business is at [_____].

(Collectively referred to as the “Parties” and individually as a “Party.”)

1. Purpose

The Parties wish to disclose to each other certain confidential and proprietary information ("Confidential Information") for the purpose of evaluating a potential business relationship between the Parties, including the evaluation, trial, licensing, or use of GODI’s SIS (Stamping Intelligence System) software, and any related engineering, onboarding, or support services provided in connection with it (the "Project").

2. Definition of Confidential Information

“Confidential Information” means all non-public information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether in writing, orally, visually, or otherwise, and includes, without limitation:

- Information about products, services, processes, data, customers, business plans, methods, promotional and marketing activities, finances, and other business affairs;
- Samples, prototypes, designs, specifications, or other tangible embodiments;
- The existence, content, and nature of discussions or negotiations between the Parties.

Confidential Information does not include information that:

1. Becomes publicly available without breach of this Agreement;
2. Was known to the Receiving Party prior to disclosure by the Disclosing Party;
3. Is disclosed to the Receiving Party by a third party legally authorized to do so;
4. Is independently developed by the Receiving Party without using the Disclosing Party’s Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party agrees to:

1. Use the Confidential Information solely for the Project;
2. Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party;
3. Take reasonable measures to prevent unauthorized disclosure or use of Confidential Information;
4. Restrict access to Confidential Information to its Personnel and Affiliates who need to know such information for the Project and are bound by confidentiality obligations no less stringent than those in this Agreement.

4. Mandatory Disclosure

If the Receiving Party is required by law, regulation, or judicial order to disclose Confidential Information, it will:

1. Provide the Disclosing Party with prompt written notice, to the extent legally permissible;
2. Take reasonable steps to allow the Disclosing Party to seek a protective order or other appropriate remedy.

5. Ownership of Confidential Information

All Confidential Information remains the property of the Disclosing Party. No rights or licenses are granted to the Receiving Party by implication or otherwise under any patents, copyrights, or other intellectual property rights of the Disclosing Party.

6. Return or Destruction of Confidential Information

Upon the Disclosing Party's written request, the Receiving Party will promptly return or destroy all tangible materials constituting Confidential Information, including any copies, summaries, or extracts. Archived computer system backups made in compliance with security or disaster recovery procedures may be retained but will remain subject to confidentiality obligations.

7. No Warranty

All Confidential Information is provided "AS IS" without any representations or warranties, express or implied, regarding its accuracy or completeness. The Disclosing Party is not liable for any damages arising from the Receiving Party's use of the Confidential Information.

8. Injunctive Relief

The Receiving Party acknowledges that a breach of this Agreement could cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. The Disclosing Party is entitled to seek injunctive or other equitable relief for any breach of this Agreement.

9. Term and Survival

This Agreement becomes effective as of the Effective Date and remains in effect for two (2) years. However, the Receiving Party's obligations with respect to Confidential Information will survive for five (5) years following the termination of this Agreement.

10. Miscellaneous

10.1 Entire Agreement: This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements or communications.

10.2 Amendments and Assignment: This Agreement may be amended only in writing signed by both Parties. Neither Party may assign this Agreement without prior written consent, except to an Affiliate.

10.3 Severability: If any provision of this Agreement is found invalid, the remainder will remain enforceable to the fullest extent permitted by law.

10.4 No Waiver: A failure or delay in exercising any right under this Agreement will not operate as a waiver of that right.

10.5 Governing Law and Jurisdiction: This Agreement is governed by the laws of Slovenia. Any disputes will be subject to the exclusive jurisdiction of the commercial court in Ljubljana.

10.6 Notices: Notices must be in writing and delivered by hand, courier, electronic mail, or certified mail to the contact addresses specified at the start of this Agreement.

Signatures

For GODI S.P. (Party A)

Name: **BERNARD GODEŠA**

Signature: _____

For Party B:

Name:

Title:

Date:

Signature: _____