NON-DISCLOSURE AGREEMENT

Between

TYTAN Technologies GmbH

Agnes-Pockels-Bogen 1

80992 München– hereinafter referred to as "TYTAN Technologies" –

and

The visiting person

– hereinafter referred to as "Other Party" –(each a “Party” or collectively the “Parties”)

Preamble:

The parties intend to evaluate a potential collaboration in the field of counter drones (hereinafter referred to as “**Purpose**”).

Prior to the commencement of the collaboration it may be necessary for the Parties to exchange certain proprietary information that should be kept confidential to protect the Parties' rights. Such information, data, know-how and expertise of a scientific, technical, engineering, operational, marketing, commercial or economic nature, whether in digital or other recorded form, which is

(a) marked as confidential or by its nature confidential; and

(b) disclosed or made available by one Party (“**Disclosing Party**”) to the other Party (“**Recipient**”) is “**Confidential Information**” of the Disclosing Party. Confidential Information are in particular the Purpose and the related negotiations of the Parties.

A Party disclosing its Confidential information reserves the right to file applications for intellectual property protection of such Confidential Information.

NOW, THEREFORE, the Parties agree as follows:

1. Any Confidential Information shall be kept in strict confidence and shall not be made available by the Recipient to any third party without the prior written and explicit consent of the Disclosing Party. Furthermore, it shall be made available only to those employees of the Recipient who have a need to know such Information in order for the above mentioned Purpose to be achieved and who are bound to the

same degree of confidentiality and to the same restrictions of use regarding such Confidential Information as is defined herein with regard to the Parties, be it by means of their employment contract or otherwise in writing.

However, the Recipient shall be entitled to disclose the Confidential Information to its consultants and auditors who are bound by an obligation of confidentiality under applicable law or in accordance with professional rules of conduct as well as to employees of the affiliated companies listed in **Annex 1** who need to know such Confidential Information to fulfil the Purpose of this Agreement and who are bound by the same confidentiality obligations as stipulated in this Agreement, provided that the Recipient informs these affiliated companies, consultants and auditors about the confidential nature of the Confidential Information. The Recipient shall be responsible for a breach of confidentiality under this Agreement by its affiliated companies, consultants and auditors in the same way as if it had committed such breach itself.

At the Disclosing Party's request the Recipient shall provide a list of all persons who received Confidential Information and give evidence of the confidentiality obligations imposed on them.

Insofar as the affiliated companies listed in **Annex 1** make available Confidential Information to the other Party, such Confidential Information shall likewise be protected by this Agreement. This Agreement protects the Confidential Information disclosed by the above mentioned affiliated companies to the extent set forth in this Agreement, the concerned affiliated companies thus having separate own rights vis-à-vis the Recipient.

2. Under no circumstances may Confidential Information be used by the Recipient for any purposes other than the Purpose and particularly not for its own other purposes.

3. Should Confidential Information contain personal data within the meaning of the Regulation (EU) 2016/679 General Data Protection Regulation (GDPR) ("**Personal Data**"), the Disclosing Party shall, in particular, always act in compliance with the principles of data minimization and purpose limitation, i.e. make available Personal Data only if necessary for the Purpose.

Moreover, when processing Personal Data, the Parties undertake to observe the statutory and contractual regulations on data protection. This also includes appropriate state-of-the-art technical data security measures (Article 32 GDPR) and the obligation of the employees to treat Personal Data as confidential.

4. In order to protect the Confidential Information from unauthorized disclosure or use, the Parties undertake to treat the Confidential Information with the same degree of care as they would use to protect their own information, but at least

the degree of care of a diligent merchant exercised in handling confidential matters. Insofar as Confidential Information is stored digitally, it has to be encrypted; access to such Confidential Information has to be restricted by applying a corresponding authorization concept.

5. Liability for infringement of confidentiality obligations and any consequential damage resulting therefrom shall be limited to foreseeable damage. The limitation of liability shall not apply in the event of gross negligence, willful or malicious conduct or in case of an essential contractual obligation or the violation of life, body, or health. The same applies to the liability of our vicarious agents.

6. The aforementioned restrictions shall not apply, however, if and insofar as the Recipient can prove that Confidential Information

a) is in the public domain at the time of its disclosure; or

b) becomes subsequently known to the general public without restriction; or

c) is known by the Recipient at the time of its disclosure; or

d) is subsequently made known to the Recipient from a source other than the Disclosing Party without restriction to its use or disclosure, provided that such other source did not receive such Confidential Information due to a breach of this Agreement by any of its parties or due to a breach of any other confidential relationship; or

e) is independently developed by the Recipient, i.e. developed without taking advantage of any Information; or

f) is used or disclosed with the prior written approval of the Disclosing Party.

Prior to disclosing Confidential Information by invoking the above exceptions, an agreement has to be reached with the Disclosing Party on the applicability of one of the above exceptions.

Disclosure of Confidential Information shall be permitted if and insofar as disclosure is mandatory due to the final and unappealable decision or judgement of a competent judicial or administrative authority. However, the Recipient shall be obligated to make the Confidential Information unrecognizable to the extent legally permissible (by blackening) as well as to file all applications that may be conducive to safeguarding the most comprehensive protection of the Information, e.g. those pursuant to §§ 16 and 19 GeschGehG (German Trade Secrets Act). The Recipient shall inform the Disclosing Party of such an order as soon as it learns such an order might be or is issued and of the proceedings. Upon pertinent request the Recipient shall grant the Disclosing Party any authority to start any proceedings deemed appropriate by the Disclosing Party to protect its confidentiality interest.

7. This Agreement does not give rise to an obligation to disclose Confidential Information. No right, license, or any entitlement shall be deemed to be granted under this Agreement or by any Confidential Information disclosed hereunder. Unless otherwise provided for in contracts for the exchange of goods and services, without the prior written approval of the Disclosing Party, the Recipient shall not be entitled to obtain any Confidential Information by dismantling, processing, reverse engineering, de-compilation or disassembly of hardware or software (including prototypes, samples, models, etc.) which were made available by the Disclosing Party. It is hereby clarified that in case of the granting of such approval, the Confidential Information so derived is also subject to the restrictions of this Agreement. The Recipient shall not use Confidential Information to take any action against intellectual property rights or intellectual property right applications from the Disclosing Party or to facilitate such actions by third parties.

8. Any and all Confidential Information disclosed hereunder remains the property of the Disclosing Party and shall not be copied and/or reproduced in any way without the prior written consent of the Disclosing Party. Upon expiration or termination of this Agreement all such Confidential Information shall upon request by the Disclosing Party and at its option be either returned to it or be destroyed.

However, the Recipient shall be entitled to store

(i) originals as well as copies of this Agreement;

(ii) backup copies of Confidential Information which are routinely made in electronic data traffic and stored automatically in a secured location and

(iii) Information that has to be stored in compliance with mandatory law;

provided that such Confidential Information – until it is returned or destroyed – is subject to the restrictions of use and confidentiality set forth in this Agreement.

9. Photography and Recording Prohibition(a) Photography, video, and audio recordings within TYTAN Technologies' premises — including offices, hallways, meeting rooms, production and storage areas, and other operational spaces — are strictly prohibited.(b) Recordings of TYTAN Technologies' employees are prohibited regardless of location — including outside TYTAN Technologies' premises, such as on public pathways, parking lots, or other adjacent areas. This applies regardless of whether the person concerned is recognizable as an employee. Separate written consent from the individual concerned as well as from TYTAN Technologies is required in all cases.(c) Recordings are exceptionally permitted provided that express prior authorization from TYTAN Technologies has been obtained. Such authorization may be revoked at any time and without stating reasons. Upon revocation, the Other Party shall immediately cease any further recordings and shall delete or surrender all recordings made up to that point upon request by TYTAN

Technologies.(d) Even where recording authorization has been granted, the publication, sharing, or any other dissemination of recordings — regardless of medium or channel — is expressly prohibited without further explicit authorization in written form for each individual recording or intended use.(e) In the event of a violation, TYTAN Technologies is entitled to demand the surrender or deletion of any unlawfully made recordings and to terminate the visit immediately. Further legal claims remain reserved.

10. The restrictions and obligations set forth in this Agreement shall be applicable in addition to and irrespective of any restrictions and obligations existing under applicable law.

11. This Agreement shall become effective upon signature by both Parties and has a term of 3 years. Any Information disclosed during the term of this Agreement shall be protected by the terms of this Agreement for another five (5) years after the respective disclosure. Notwithstanding the foregoing, the Recipient shall continue to treat any Confidential Information designated or identified as a trade secret as confidential in accordance with the terms of this Agreement for as long as such Confidential Information remains a trade secret.

12. This Agreement is governed by German law excluding its conflict of laws. Any dispute arising out of or in connection with this Agreement shall be finally and bindingly decided by arbitration according to the Rules of Arbitration of the International Chamber of Commerce, Paris, by one arbitrator appointed in accordance with said Rules. Venue for the arbitration proceedings shall be Munich, Germany. The language to be used shall be English.