

Non-Disclosure Agreement — Defense Technology

TOV ZELTREX

TOV ZELTREX (EDRPOU: 46125819), Zhytomyr, Ukraine

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Abstract

1 Defense Technology — Drone Protection Program

Agreement No: NDA-DP-____-2026 **Date:** _____, 2026

2 PARTIES

Disclosing Party: TOV ZELTREX () EDRPOU: 46125819 Address: Zhytomyr, Ukraine Represented by: Vasyl Golubenko, Director (hereinafter referred to as the "**Company**")

Receiving Party:

Registration/ID No.: _____ Address: _____

Represented by: _____,

(hereinafter referred to as the "**Recipient**")

The Company and the Recipient are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

3 RECITALS

WHEREAS the Company has developed proprietary counter-unmanned aerial vehicle (C-UAV) defense technology, including hardware, software, algorithms, and related systems (the "**Drone Protection Program**" or "**DP**");

WHEREAS the Recipient has expressed interest in evaluating the Company's technology for the purposes of potential investment, partnership, procurement, or collaboration (the "**Purpose**");

WHEREAS the Company is willing to disclose certain Confidential Information to the Recipient solely for the Purpose, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the Parties agree as follows:

4 DEFINITIONS

1.1 "Confidential Information" means any and all non-public information disclosed by the Company to the Recipient, whether orally, in writing, electronically, or by any other means, including but not limited to:

(a) **Technical Data:** system architecture, hardware specifications, sensor parameters, detection algorithms, firmware, source code, schematics, PCB designs, antenna designs, signal processing methods, computer vision models, and machine learning configurations;

(b) **Operational Data:** detection ranges, response times, engagement parameters, performance metrics, test results, field trial data, and operational procedures;

(c) **Business Data:** customer identities, contract values, pricing, unit economics, bill of materials, supplier information, development roadmaps, and strategic plans;

(d) **Personnel Data:** identities, roles, expertise, and contact information of team members working on defense projects;

(e) **RF/Electronic Warfare Data:** radio frequency interception capabilities, signal detection methods, spectrum monitoring techniques, direction-finding algorithms, and software-defined radio configurations;

(f) **Network and Infrastructure Data:** system topology, IP addressing, communication protocols, VPN configurations, and provisioning procedures.

1.2 "Controlled Technical Data" means any subset of Confidential Information that is subject to export control regulations under Ukrainian law (Law No. 2961-IV), the Wassenaar Arrangement, EU Dual-Use Regulation (2021/821), or any other applicable export control framework.

1.3 "Authorized Representatives" means the Recipient's officers, directors, employees, agents, and professional advisors who (a) have a need to know the Confidential Information for the Purpose, and (b) are bound by confidentiality obligations no less restrictive than this Agreement.

5 OBLIGATIONS OF THE RECIPIENT

2.1 Non-Disclosure. The Recipient shall:

(a) Hold all Confidential Information in strict confidence;

(b) Not disclose any Confidential Information to any third party without the prior written consent of the Company;

(c) Use the Confidential Information solely for the Purpose;

(d) Limit access to Confidential Information to Authorized Representatives only;

(e) Protect the Confidential Information with at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care.

2.2 No Publication. The Recipient shall not publish, reproduce, distribute, or make available any Confidential Information through any medium, including but not limited to websites,

social media, press releases, academic publications, conference presentations, or any form of public communication.

2.3 No Reverse Engineering. The Recipient shall not reverse engineer, disassemble, decompile, or otherwise attempt to derive the design, structure, or composition of any product, prototype, hardware, software, or technology disclosed hereunder.

2.4 Export Control Compliance. The Recipient acknowledges that the Confidential Information may include Controlled Technical Data and agrees to:

(a) Comply with all applicable export control laws and regulations, including Ukrainian Law No. 2961-IV, EU Regulation 2021/821, and the Wassenaar Arrangement;

(b) Not re-export, transfer, or disclose Controlled Technical Data to any person, entity, or country without the prior written authorization of the Company and all required governmental approvals;

(c) Not use Controlled Technical Data for any purpose related to the development, production, or use of weapons of mass destruction, their delivery systems, or any activity prohibited by applicable sanctions laws.

2.5 Personnel Security. The Recipient recognizes that disclosure of personnel information related to defense projects in an active conflict zone may create physical security risks. The Recipient shall treat all personnel data as the highest tier of Confidential Information and shall not disclose any personnel identities or roles to any third party under any circumstances.

6 EXCLUSIONS

Confidential Information does not include information that:

(a) Is or becomes publicly available through no fault of the Recipient;

(b) Was lawfully in the Recipient's possession before disclosure by the Company, as evidenced by written records;

(c) Is independently developed by the Recipient without reference to or use of the Confidential Information;

(d) Is lawfully received from a third party without restriction and without breach of this Agreement;

(e) Is required to be disclosed by law, regulation, or court order, provided that the Recipient (i) promptly notifies the Company, (ii) cooperates with the Company to limit the scope of disclosure, and (iii) discloses only the minimum information required.

7 SANCTIONS AND RESTRICTED JURISDICTIONS

4.1 Prohibited Jurisdictions. The Recipient represents, warrants, and covenants that:

(a) The Recipient is not organized under the laws of, and does not have its principal place of business in, any of the following jurisdictions: the Russian Federation, the Republic of Belarus, the Islamic Republic of Iran, the Democratic People's Republic of Korea (North Korea), the Syrian Arab Republic, Cuba, or any other country or territory subject to comprehensive sanctions imposed by the United States (OFAC SDN List / Comprehensive Sanctions Programs), the European Union (EU Restrictive Measures), the United Nations Security Council, or Ukraine;

(b) The Recipient is not owned or controlled, directly or indirectly, by any person, entity, or government of the jurisdictions listed in Section 4.1(a);

(c) The Recipient is not listed on any applicable sanctions list, including but not limited to: the U.S. OFAC Specially Designated Nationals (SDN) List, the EU Consolidated Financial Sanctions List, the UK Sanctions List, the Ukrainian NSDC Sanctions List (), or the UN Security Council Consolidated List;

(d) The Recipient shall not transfer, re-export, or disclose any Confidential Information to any person, entity, or jurisdiction described in Sections 4.1(a)-(c);

(e) The Recipient shall immediately notify the Company if at any time during the term of this Agreement the Recipient becomes subject to any sanctions or becomes aware of any change in ownership or control that would cause a violation of this Section.

4.2 Breach of Sanctions Clause. Any breach of Section 4.1 shall constitute a material breach of this Agreement, resulting in immediate termination and mandatory return of all Confidential Information under Section 6, without prejudice to any other rights or remedies available to the Company.

8 EXECUTION AND INFORMATION ACCESS PROCEDURE

5.1 Execution Process. This Agreement shall be executed through the following procedure:

(a) The Company shall send this Agreement to the Recipient via email for review;

(b) The Recipient shall review, sign, and return the executed Agreement to the Company via email (electronic signature or scanned wet signature accepted);

(c) The Company shall countersign and return the fully executed Agreement to the Recipient;

(d) The fully executed Agreement shall be effective from the date of the Company's countersignature.

5.2 Information Access. No Confidential Information (Tier 2 or above) shall be disclosed to the Recipient until:

(a) A fully executed copy of this Agreement has been received by both Parties;

(b) The Company has completed a preliminary sanctions and jurisdiction check on the Recipient pursuant to Section 4.1;

(c) The Company has prepared the appropriate tier of materials for the Recipient.

5.3 Communication. All notices and communications under this Agreement shall be sent to:

• **Company:** info@zeltrex.com (or nexus@zeltrex.com for technical briefings)

• **Recipient:** _____

9 DISCLOSURE TIERS

The Company shall disclose Confidential Information in accordance with the following tiered framework:

Tier	Content Scope	Access Condition
Tier 1 — Public	General capabilities, market positioning	None (public website)
Tier 2 — NDA Required	Architecture overview, technology stack, capability details	This Agreement signed
Tier 3 — NDA + Due Diligence	Performance specifications, hardware BOM, unit economics, roadmap	This Agreement + due diligence access granted
Tier 4 — Secure Only	Source code, firmware, RF/EW capabilities, personnel details, customer identities	This Agreement + in-person/secure session only

Table 1:

6.1 Tier 2 information shall be provided electronically via a controlled-access data room with individual watermarking per Authorized Representative.

6.2 Tier 3 information shall be provided via a secure virtual data room with download restrictions and access logging.

6.3 Tier 4 information shall only be disclosed in person or via secure video conference (no recordings), at the Company's discretion.

10 TERM AND TERMINATION

7.1 This Agreement shall remain in effect for a period of **three (3) years** from the date of execution, unless terminated earlier by either Party with thirty (30) days' written notice.

7.2 The confidentiality obligations under Sections 2 and 8 shall survive termination of this Agreement for an additional period of **five (5) years**, or for as long as the Confidential Information retains its confidential character, whichever is longer.

7.3 The obligations regarding Controlled Technical Data, Personnel Security (Sections 2.4 and 2.5), and Sanctions (Section 4) shall survive indefinitely.

11 RETURN OF MATERIALS

8.1 Upon termination of this Agreement or upon the Company's written request, the Recipient shall promptly:

- (a) Return all tangible materials containing Confidential Information;
- (b) Permanently delete all electronic copies of Confidential Information;
- (c) Provide a written certification of compliance with this Section, signed by an authorized officer.

8.2 Notwithstanding the foregoing, the Recipient may retain one (1) archival copy of Confidential Information solely for legal compliance purposes, subject to the continuing confidentiality obligations of this Agreement.

12 NO LICENSE OR RIGHTS

9.1 Nothing in this Agreement grants the Recipient any license, right, or interest in the Company's intellectual property, patents, trademarks, copyrights, trade secrets, or know-how.

9.2 Nothing in this Agreement obligates the Company to disclose any particular Confidential Information or to enter into any further agreement or business relationship with the Recipient.

13 REMEDIES

10.1 The Recipient acknowledges that a breach of this Agreement may cause irreparable harm to the Company for which monetary damages would be inadequate.

10.2 In the event of a breach or threatened breach, the Company shall be entitled to seek injunctive relief, specific performance, and any other equitable remedies, in addition to all other rights and remedies available at law.

10.3 The Recipient shall indemnify and hold harmless the Company from and against any and all losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from a breach of this Agreement.

14 GOVERNING LAW AND DISPUTE RESOLUTION

11.1 This Agreement shall be governed by and construed in accordance with the laws of Ukraine.

11.2 Any dispute arising out of or in connection with this Agreement shall be resolved through good-faith negotiation. If the Parties are unable to resolve the dispute within thirty (30) days, either Party may submit the dispute to the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry (ICAC at UCCI), in accordance with its Rules.

11.3 The place of arbitration shall be Kyiv, Ukraine. The language of arbitration shall be English.

15 GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements.

12.2 Amendments. No amendment or modification of this Agreement shall be valid unless made in writing and signed by both Parties.

12.3 Assignment. The Recipient may not assign or transfer this Agreement or any rights hereunder without the prior written consent of the Company.

12.4 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid.

12.6 Language. This Agreement is executed in English. In the event of any translation, the English version shall prevail.

16 SIGNATURES

For the Company — TOV ZELTREX:

Signature: _____

Name: Vasyl Golubenko

Title: Director

Date: _____

For the Recipient:

Signature: _____

Name: _____

Title: _____

Date: _____

This document is CONFIDENTIAL and intended solely for the named Parties. TOV ZEL-TREX, EDRPOU 46125819, Zhytomyr, Ukraine.