
document: 02 · Non-Disclosure Agreement (NDA) version: draft v0.1 date: 31.08.2026
issuer: CIBINNO CONSULTING S.R.L.

NON-DISCLOSURE AGREEMENT (NDA)

dated 31.08.2026

English courtesy translation. The Romanian version of this document is the legally binding reference; in case of any discrepancy, the Romanian version prevails.

THE PARTIES

1. CIBINNO CONSULTING S.R.L., with registered office in Ilfov County, Pantelimon, 3 Vatra Dornei Street, Trade Registry no. J2025036544005, EUID ROONRC.J2025036544005, tax ID 51836516, represented by Cosmin Ionut Balaban, Administrator, hereinafter "**CIBINNO**";

2. MOARA DE FOC IMOBILI SA, with registered office at MUNICIPIUL BUCUREȘTI, SECTOR 2, B-DUL PIERRE DE COUBERTIN, NR.3-5, LOT 3/1, CLADIREA OFFICE BUILDING, CAMERELE 6G SI 6F, ET.VI, Trade Registry J40/1094/2008, tax ID RO23125437, represented by Daniel Dragomir, hereinafter the "**Beneficiary**".

The Beneficiary = **Disclosing Party**; CIBINNO = **Receiving Party**, bound by confidentiality.

ARTICLE 1 — PURPOSE

1.1. The Parties intend to cooperate for the purpose of assessing and delimiting the scope of a possible implementation of the CIBINNO AI Platform (scoping/discovery) (the "**Purpose**").

1.2. Achieving the Purpose requires the exchange of Confidential Information. This Agreement establishes the regime applicable to it.

ARTICLE 2 — CONFIDENTIAL INFORMATION

2.1. "**Confidential Information**" means any information, in any form (written, oral, electronic, visual), disclosed by the Disclosing Party to the Receiving Party in connection with the Purpose, whether or not marked as such, including without limitation: (a) **commercial data** — customers, suppliers, prices, margins, offers, pipeline, strategies; (b) **financial data** — financial statements, cash flow, balances, collections, liabilities; (c) **HR data** — staffing structure, salaries, employment contracts, appraisals; (d)

operational and ERP data — inventory, orders, deliveries, routes, telemetry, process parameters; (e) from CIBINNO's side: the Platform architecture, the code, the Connectors, the know-how, the scoping methodology, prices and the content of offers; (f) the content of the scoping Worksheet and of the Approved Scoping; (g) the very existence and the content of the discussions/negotiations.

Emphasis: the commercial, financial and HR data originating from the Beneficiary's ERP constitute the sensitive core of the Confidential Information; the Receiving Party treats them with the highest degree of protection.

2.2. **Exceptions.** Confidential Information does not include information which: (a) is or becomes public without the fault of the Receiving Party; (b) was lawfully known before disclosure; (c) is lawfully received from a third party not bound by confidentiality; (d) is independently developed, without use of the Confidential Information.

ARTICLE 3 — OBLIGATIONS OF THE RECEIVING PARTY

3.1. The Receiving Party undertakes to: (a) use the Confidential Information **exclusively** for the Purpose; (b) **not** disclose it to third parties without the prior written consent of the Disclosing Party; (c) protect it with at least the same care as its own confidential information, but no less than reasonable care; (d) limit access to employees/collaborators who need to know it for the Purpose ("need-to-know") and who are bound by equivalent confidentiality; (e) **not** copy/reproduce the Confidential Information beyond what the Purpose requires.

3.2. **Subcontractors/Sub-processors.** The Receiving Party may disclose Confidential Information to subcontractors strictly necessary for the Purpose (e.g. for CIBINNO: the hosting and AI providers), provided that equivalent confidentiality obligations are in place. The processing of Personal Data by them is governed separately by the **DPA**.

3.3. **Mandatory legal disclosure.** If the Receiving Party is legally required to disclose Confidential Information (law, court, authority), it notifies the Disclosing Party in good time, to the extent permitted, so as to allow it to object, and discloses only what is strictly necessary.

ARTICLE 4 — PROTECTION OF PERSONAL DATA

4.1. To the extent that the Confidential Information contains Personal Data, its processing is governed by the GDPR, by Romanian Law 190/2018 and, as applicable, by the **DPA** (03-DPA-data-processing-agreement.md). This Agreement does not replace the DPA.

4.2. In the discovery phase, the Parties minimise the exchange of real Personal Data; as far as possible, anonymised/test data are used.

ARTICLE 5 — OWNERSHIP

5.1. The disclosure of Confidential Information transfers no intellectual property right. All Confidential Information remains that of the Disclosing Party.

ARTICLE 6 — TERM. RETURN

6.1. **Term of the Agreement:** from signature until termination of the related licensing and services Agreement; in the absence of a signed Agreement, 12 months from the date of issue of this Agreement.

6.2. **Survival of confidentiality obligations:** a further **3 years** after termination; for trade secrets and for HR/financial data, for the entire period during which the information retains its confidential character.

6.3. At the request of the Disclosing Party or upon termination, the Receiving Party returns or destroys the Confidential Information, except for copies required by law or held in automated backups (which remain subject to confidentiality).

ARTICLE 7 — LIABILITY

7.1. Breach of the confidentiality obligations entitles the Disclosing Party to compensation for the damage and to measures to stop the breach. The Parties acknowledge that a breach may cause damage that is difficult to remedy by monetary means alone, which also justifies interim/injunctive relief.

7.2. No separate liquidated damages are stipulated; the liability regime under Article 7.1 applies, together with full compensation for the damage in accordance with the law.

ARTICLE 8 — FINAL PROVISIONS

8.1. Governing law: Romanian law. Disputes: instanțele competente de la sediul Furnizorului, identical to the Agreement.

8.2. Electronic signature (eIDAS) accepted; the Agreement is concluded upon affixing the last signature.

8.3. This Agreement is supplemented by the Agreement and the DPA; in the event of a conflict on data-protection matters, the DPA prevails.

SIGNATURES

CIBINNO CONSULTING S.R.L.	MOARA DE FOC IMOBILI SA
Cosmin Ionut Balaban, Administrator	Daniel Dragomir

CIBINNO CONSULTING S.R.L.	MOARA DE FOC IMOBILI SA
Electronic signature (eIDAS)	Electronic signature (eIDAS)
Date: 31.08.2026	Date: 31.08.2026