

Non-Disclosure Agreement (NDA)

A mutual non-disclosure agreement for the use of the Monolith ERP service. It applies to all our customers on identical terms; on request we also provide it as a signed document.

This non-disclosure agreement (hereinafter: the **Agreement** or **NDA**) is an inseparable annex to the Terms and Conditions (hereinafter: the **T&C**) and governs the handling of confidential information that comes to the knowledge of the parties in the course of using the Monolith ERP system (hereinafter: the **Service** or the **System**). The Agreement comes into existence upon acceptance of the T&C, without a separate signature; at the Customer's request the parties also execute a signed document with content identical to this text.

The parties to the agreement

Customer — the natural or legal person subscribing to the Service:

Name / company name:

Registered office:

Tax number: · Company registration number:

Representative: · E-mail:

Service Provider:

5PL ERP Solutions Kft. · Registered office: 2724 Újlengyel, Petőfi Sándor utca 48., Hungary

Tax number: 32956522-2-13 · EU VAT number: HU32956522 · Company registration number: 13-09-244440

E-mail: erp@5pl.hu · Phone: +36 20 504 8805

The parties (hereinafter jointly: the **Parties**, individually: a **Party**) record that in the course of their cooperation they may mutually obtain information constituting the business secrets of the other Party, and therefore agree as follows.

1. Purpose and mutuality of the Agreement

The purpose of this Agreement is to protect the business secrets and confidential information of the Parties in the course of providing and using the Service, as well as during the preceding discussions and any trial period.

The confidentiality obligation is **mutual**: it applies to both Parties with identical content, depending on which Party disclosed the given information (the **Disclosing Party**) and which Party received it (the **Receiving Party**).

2. Confidential information

Confidential information means any data, fact or solution — disclosed or obtained in any form (in writing, orally, electronically, through the System or by way of access) — that is not public and in the confidentiality of which the Disclosing Party has a legitimate interest. On the Customer's side this includes in particular:

- **inventory, procurement and logistics data**, stock levels, shipping and purchasing processes;
- **supplier and wholesale terms**, purchase and sale prices, discounts, contractual structures;
- **pricing strategies and algorithms**, margin, turnover, profitability and financial data;
- **customer, partner and supplier lists**, contact details and order history;
- marketing and business plans, campaign data, expansion and product development intentions;
- **access credentials, usernames, passwords, tokens and API keys** for marketplace, webshop, courier, invoicing and banking systems.

On the Service Provider's side, confidential information includes in particular the know-how relating to the operation of the System, non-public functional and technical solutions, the source code and architecture, development plans, internal procedures, and the **individual offer and pricing terms** given to the Customer.

The confidential nature does not depend on whether the information was expressly marked as "confidential".

3. Content of the confidentiality obligation

The Receiving Party treats Confidential Information as **strictly confidential and as a business secret**, does not make it available to any third party, does not disclose it publicly, and does not use it for any purpose other than that set out in this Agreement.

The Receiving Party uses Confidential Information only to the extent necessary to achieve the purpose of the cooperation, on a **"need-to-know" basis**, through its designated employees, officers, contributors and advisers (accountant, lawyer, auditor), whom it binds to confidentiality with content identical to this Agreement. The Receiving Party is liable for any breach committed by them as if it had acted itself.

The Receiving Party protects Confidential Information with at least the same care as its own business secrets, and in any event takes the technical and organisational measures that can reasonably be expected.

4. Restrictions on use

The Service Provider **does not use the Customer's Confidential Information to gain a business advantage for itself**. This expressly includes that the Service Provider does not use the information:

- to gain a **competitive advantage** for itself or for another customer;
- to **take over, approach or solicit the Customer's supplier, buyer or partner relationships**;
- to **inform its own commercial, procurement or pricing decisions**;
- to **sell market analyses, reports or data**, or to transfer them to any third party;

The Service Provider is entitled to produce **anonymised, aggregated statistics that do not allow individual identification** from the Customer's data for the purpose of improving the operation of the System and capacity planning, provided that neither the Customer, nor its business partners, nor the data subjects can be re-identified from them.

5. Access credentials, passwords and API keys

The Service Provider uses the marketplace and other system access credentials provided by the Customer solely to the extent necessary to configure and operate the integration,

stores them in a protected manner and does not disclose them to any third party.

Upon termination of the contract, the Service Provider discontinues and deletes such access, and the Customer is entitled and obliged to revoke the passwords, tokens and API keys issued. At the Customer's request, the Service Provider confirms the deletion in writing.

6. Exceptions to confidentiality

The confidentiality obligation **does not extend** to information that:

- is or has lawfully become public without a breach by the Receiving Party;
- was already lawfully known to the Receiving Party, independently of the Disclosing Party, at the time of disclosure;
- was independently developed by the Receiving Party without the use of the Confidential Information;
- was lawfully obtained by the Receiving Party from a third party without breach of a confidentiality obligation;
- the Receiving Party is required to disclose by **law or by a decision of an authority or court**.

In the latter case, the Receiving Party informs the Disclosing Party in writing before disclosure, unless prohibited by law, and limits the disclosure to the narrowest scope required by law.

7. Relationship with data protection and the DPA

Where Confidential Information also contains personal data, its processing is governed — alongside and together with this Agreement — by the Data Processing Agreement (DPA) and the Privacy Policy. In the event of a conflict, the DPA prevails in matters concerning the processing of personal data.

8. Reference use

This Agreement **does not restrict** the Service Provider's reference use under Section 13 of the T&C: the Service Provider is entitled to display the Customer's name, logo and website address as a reference, indicating that the Customer is a user of the Monolith system.

Reference use **may not extend** to the Customer's Confidential Information, in particular its turnover, pricing, margin and financial data, or its supplier or buyer relationships. The Customer may prohibit reference use at any time, without giving reasons, in writing (erp@5pl.hu).

9. Term of the Agreement

The Agreement enters into force upon acceptance of the T&C (or, in the case of a separately signed document, upon its signature) — including with regard to information obtained during pre-contractual discussions and any trial period — and remains in force for the duration of the parties' legal relationship.

The confidentiality obligation survives the termination of the legal relationship **for as long as the given information qualifies as a business secret**, but in any event for at least **5 years** from termination. With regard to know-how and information involving personal data, the obligation survives without time limit.

10. Return and deletion of Confidential Information

Upon termination of the legal relationship — or at any time at the written request of the Disclosing Party — the Receiving Party returns or deletes the documents and media in its possession containing Confidential Information and destroys any copies.

Data whose retention is required by law, and data contained in routine automatic backups, need not be deleted; the confidentiality obligation continues to apply to them until their deletion. The deletion and return of personal data processed within the Service is governed by Section 11 of the DPA.

11. Breach and consequences

A Party immediately notifies the other Party if it becomes aware that Confidential Information has come or may have come into the possession of an unauthorised person, and takes the measures necessary to mitigate the damage.

In the event of a breach of the confidentiality obligation, the injured Party is entitled to terminate the contract with immediate effect, to demand that the infringement cease, and to claim compensation for its full damage, including the costs incurred. The Parties record that

a breach of confidentiality also entails the legal consequences under the Hungarian Civil Code and Act LIV of 2018 on the protection of business secrets.

The general limitation of liability under the T&C does not limit liability arising from an intentional or grossly negligent breach of confidentiality under this Section.

12. Miscellaneous provisions

This Agreement does not create any transfer of intellectual property rights or licence: Confidential Information remains the property of the Disclosing Party.

Matters not regulated in this Agreement are governed by the T&C and Hungarian law. The Parties settle their disputes primarily by consultation; failing that, the competent Hungarian court has jurisdiction.

If any provision of the Agreement becomes invalid, this does not affect the validity of the remaining provisions.

Contact: erp@5pl.hu.

Signatures

The Parties sign this Agreement in approval, having read and interpreted it, as being in all respects in accordance with their intention. Place and date: ,
..... 20..... .

Customer
5PL ERP Solutions Kft.