

Non-Disclosure Agreement

G03/26/

between

Intracom Single Member S.A. Telecom Solutions, trading Name: **"INTRACOM TELECOM"**, a company established and operating under the laws of Greece, with VAT 094157119 and with General Commercial Registry No. **006617101000**, having its Registered Offices in Peania, Attiki, Greece, at the 19.7 Km of the New Road Peania – Markopoulo (hereinafter **"Intracom Telecom"**)

and

Nemko North America, Inc., a company established and operating under the laws of Canada, having its head office at 303 River Road, Ottawa, Ontario, Canada K1V 1H2, VAT..... hereinafter referred to as **"NEMKO"**.

When appropriate each party herein will hereinafter, individually, be referred to as a **"Party"** and/or a **"Receiving Party"** or a **"Disclosing Party"**, and collectively referred to as the **"Parties"**.

This Non-Disclosure Agreement (**"Agreement"**) shall govern the disclosure of information from Intracom Telecom to NEMKO in connection with its products (the **"Purpose"**).

In consideration of the foregoing the Parties mutually agree as follows:

Definition: "Affiliates" means a corporation, company or other legal entity which: (i) is controlled by a Party to this Agreement; (ii) controls a Party to this Agreement; or (iii) is under common control with a Party to this Agreement. For the purpose of this definition, "control" means that more than fifty percent (50%) of the shares or ownership interest representing the voting right for the election of directors or persons performing similar functions for such a corporation, company or entity are owned or controlled, directly or indirectly, by the controlling entity. Such corporation, company or legal entity shall be deemed to be an Affiliate so long as such ownership or control exists.

1. Confidential Information

- 1.1. The term Confidential Information shall mean any proprietary and/ or confidential information including without limitation specifications, drawings, designs, computer software, know-how, programs, algorithms, data, process techniques, formulae; prototypes, product, samples, analyses, trade secrets, inventions, devices, discoveries, improvements, information relating to any research project, future development, information that is developed jointly between the Parties, marketing and sales leads and work in progress; any engineering, technical, manufacturing, service, commercial, financial and personnel information relating to present and future business whether in oral, written, graphic, electronic or other machine readable form; which is disclosed by the Disclosing Party.
- 1.2. Such Confidential Information if disclosed in a tangible or electronic form should be clearly and conspicuously marked as confidential at the time of disclosure.
- 1.3. If communicated orally it should be identified at the time of disclosure as being proprietary and confidential to the Disclosing Party and subsequently presented in a tangible or electronic form to the Receiving Party within a period of no more than thirty (30) days of such communication, it being understood that such information shall be protected hereunder for the said thirty (30) day period.
- 1.4. All Confidential Information is provided "AS IS" and without any warranty expressed or implied, including any warranty of accuracy or completeness.

2. Protection of Confidential Information

- 2.1. The Receiving Party in each case undertakes from the date of disclosure in respect of Confidential Information disclosed to it hereunder:
- (a) to keep such Confidential Information confidential using at least the same degree of care that it would normally use in protecting its own proprietary and confidential information of a similar nature;
 - (b) not to copy or to cause to be made copies of such Confidential Information, in whole or in part, other than for the Purpose of this Agreement, for any re-disclosure thereof whether directly or indirectly to any third party;
 - (c) not to disclose such Confidential Information to any personnel within the Receiving Party's organization who do not have a need to receive such Confidential Information for the Purpose of this Agreement;
 - (d) not to use or allow to be used such Confidential Information, in whole or in part, except solely in relation to the Purpose, unless (and then only to the extent which) a further use of the Confidential Information is specifically authorized in writing by the Disclosing Party.
 - (e) Upon the Disclosing Party's written request either destroy or return at its own cost to the Disclosing Party any Confidential Information (together with all copies thereof).
- 2.2. Additionally, Receiving Party shall not be free to use the residuals resulting from access to or work with Disclosing Party's Confidential Information for any purpose except as permitted pursuant to the terms of this Agreement. The term "residuals" means information retained in the unaided memory of persons employed or retained by Receiving Party who have had access to or worked with the Confidential Information, including ideas, concepts, know-how or techniques contained therein. "Unaided memory" means that the Receiving Party has not intentionally memorized information for the purpose of retaining and subsequently using or disclosing it. Receiving Party shall also have the obligation to limit or restrict the assignment of such persons.
- 2.3. Any release of Confidential Information, when considered necessary, to any person outside the Parties shall be coordinated and approved in writing by both Parties prior to dissemination and release. Such release shall be made subject to said person's agreement in writing on the same terms as set out in this Agreement not to make further disclosure and to use Confidential Information solely for the Purpose of this Agreement.
- 2.4. If a Party becomes aware of any disclosure concerning Confidential Information not permitted by this Agreement, it shall immediately inform the other Party and they shall jointly seek to remedy the situation.
- 2.5. The protection of Confidential Information hereunder does not and shall not extend to any information which it can be proved by the Receiving Party upon the written request of the Disclosing Party that:
- (a) at the time of the disclosure was, or thereafter became, part of the public domain otherwise than through the fault or negligence of the Receiving Party, or
 - (b) was lawfully obtained by the Receiving Party from a third party with full rights of disclosure, or
 - (c) was already in the unrestricted possession of the Receiving Party at the date of receipt of such information pursuant to this Agreement as evidenced by written documentation in the files of the Receiving Party, or
 - (d) has since become known or developed in good faith independently by the Receiving Party without making use of the Confidential Information of the Disclosing Party, or
 - (e) has been or is published without violation of this Agreement, or
 - (f) has been approved for unlimited release or use by written authorization of the Disclosing Party, or
 - (g) is not properly designated or confirmed as Proprietary and Confidential Information.

- 2.6. The Receiving Party shall not be prevented to disclose Confidential Information if (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable effort to protect the Confidential Information in connection with such disclosure.
- 2.7. Confidential Information may be disclosed by an Affiliate company of a Party. Each Party shall be responsible to always have in place confidentially agreements with its Affiliated companies which agreements must be consistent with the purpose and terms of this Agreement.

3. Receipt of Confidential Information

- 3.1. The Parties shall each designate a single address and person in their organization to receive written disclosures and identifications of Confidential Information hereunder, and to be responsible for ensuring the observance of this Agreement.
- 3.2. Any Confidential Information disclosed shall remain the property of the Disclosing Party and nothing in this Agreement shall be considered by implication or otherwise, as a grant of any right or license by the Disclosing Party to the Receiving Party with respect to its Confidential Information.
- 3.3. The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose. The Receiving Party will not, or knowingly allow others to, reverse engineer, decompile, disassemble, modify, adapt, create derivative works from or otherwise attempt to derive source code from the Confidential Information provided by the Disclosing Party.
- 3.4. In case Confidential Information is retained for backup purposes (in the frame of data retention policies or due to applicable laws/ regulations) after expiration or termination of the present Agreement, the confidentiality obligations of Article 2 shall extend for as long as the backups are retained or as the applicable laws/ regulations dictate (the longer period of the two shall apply).

4. Term and termination

- 4.1. The effective date of this Agreement shall be February 20, 2026.
- 4.2. This Agreement, including all rights and obligations of the Parties hereto, except for the obligations of Article 2 hereof, may be terminated by either Party at any time upon thirty (30) days' notice given in writing to the other Party. Unless earlier terminated as aforesaid, this Agreement shall expire (2) years from its effective date.
- 4.3. The termination of this Agreement shall not relieve the Receiving Party from its obligation to comply with Article 2. Such obligation shall continue for three (3) years from the expiration or termination of this Agreement.

5. Miscellaneous

- 5.1. It is understood that this Agreement constitutes a Non-Disclosure Agreement only. It shall not be construed as giving effect to or otherwise implying a teaming, joint venture, partnership, agency or other such arrangement. Nothing in this Agreement shall grant to either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.
- 5.2. This Agreement and the rights and obligations hereunder may not be transferred or assigned by one Party without the prior written approval of the other Party hereto, which shall not be unreasonably withheld.
- 5.3. The Disclosing Party declares that it has the unrestricted right to disclose, exchange, transmit, publish or otherwise use the Confidential Information disclosed to the Receiving Party hereunder.
- 5.4. The failure by any Party to enforce or to require the performance at any time of any one of the provisions of this Agreement, shall not be construed to be a waiver of such provision, and shall not affect either the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

- 5.5. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement and this Agreement shall be carried out as nearly as possible according to its original terms and intent.
- 5.6. No amendment or modification, interpretation or waiver of any of the provisions of this Agreement shall be binding or effective unless made in writing and signed on behalf of both Parties by their respective duly authorized representative.
- 5.7. The Receiving Party agrees not to export Confidential Information or any product incorporating Confidential Information except in accordance with all applicable export control laws. The Receiving Party shall notify the Disclosing Party if the Receiving Party applies for an export license or other governmental permission to export Confidential Information.
- 5.8. The Parties agree that (a) monetary damages may be inadequate to compensate the Disclosing Party for any breach of the confidentiality obligations set forth herein; (b) any such violation or threatened violation may cause irreparable injury to the Disclosing Party, and (c) in addition to any other remedies that may be available at law or in equity, the Disclosing Party shall be entitled to obtain injunctive relief against the threatened or continued breach without the necessity of proving actual damages.

6. Governing Law and dispute resolution

Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, UK. The language to be used in the arbitral proceedings shall be English. The governing law of this Agreement shall be the substantive law of England, without reference to its conflicts of law provisions.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officers or representatives.

For and on behalf of
Intracom Single Member S.A. Telecom Solutions

For and on behalf of
Nemko North America, Inc.

Name: Ioannis Tenidis
Title: Director
WNS Product Management & Marketing /Pre Sales
Date:

Name:
Title:
Date:

Name: Paraskevi Micha
Title: Head Bidding & Contracting Global Commercial
Title: