DOCUMENT RECORD

VERSION	EFFECTIVE	GOVERNING TEXT
2026-09-14	September 14, 2026	English

REFERENCE
legal.dapta.ai/en/documents/nda/versions/2026-09-14

Confidentiality Agreement

For confidential information Dapta shares with the Recipient. This Agreement is governed by its English-language text.

This Confidentiality Agreement (this "Agreement") is entered into by and between Dapta, Inc., a Delaware corporation ("Dapta"), and the individual signer below and the signer's company (collectively, "Recipient").

Purpose and Confidential Information

Dapta may disclose non-public business, technical, product, financial, and security information solely so Recipient can evaluate or pursue a business relationship with Dapta (the "Purpose"). That material and any non-public information Dapta identifies as confidential are "Confidential Information." Confidential Information also includes the terms of this Agreement and the existence and terms of the parties' discussions, to the extent they are not public.

Recipient Obligations

Recipient will hold Confidential Information in strict confidence and protect it using at least reasonable care and no less care than it uses for its own similar confidential information. Recipient will use Confidential Information only for the Purpose and disclose it only to employees, auditors, and regulators who need to know it, are bound by confidentiality obligations at least as protective as this Agreement, and for whose compliance Recipient remains responsible.

Recipient will not redistribute Confidential Information, remove proprietary or security markings, or copy, reverse engineer, or otherwise analyze disclosed materials except as Dapta expressly permits in writing. Recipient acknowledges that disclosed materials may be individually watermarked and will promptly notify Dapta if it becomes aware of unauthorized access to, use of, or disclosure of Confidential Information.

Exclusions

Confidential Information does not include information Recipient can demonstrate became public through no breach of this Agreement, was lawfully known without a confidentiality duty before disclosure, was independently developed without use of Confidential Information, or was lawfully received from a third party without a confidentiality duty.

Required Disclosure

If Recipient is legally required to disclose Confidential Information, it may do so only after giving Dapta prompt notice where legally permitted. Recipient will use reasonable efforts to limit the disclosure, obtain confidential treatment, and reasonably cooperate with Dapta in seeking protective treatment.

Return, Destruction, and No License

Within seven business days after Dapta’s written request, Recipient will cease using and return or destroy Confidential Information and all copies, notes, and extracts in its possession or control. Recipient will, on Dapta’s written request, confirm compliance in writing. Archival copies retained automatically under routine backup systems may be retained, provided they remain subject to this Agreement and are not restored except as required for disaster recovery or legal compliance.

No license or other right is granted except the limited right to evaluate Confidential Information for the Purpose.

No Warranty and No Obligation

Confidential Information is provided "AS IS." Nothing in this Agreement obligates either party to pursue a business relationship or proposed transaction.

Term and Remedies

This Agreement continues for three years from signature; trade secrets remain protected for so long as they remain trade secrets under applicable law. Recipient agrees that unauthorized use or disclosure may cause irreparable harm and that Dapta may seek injunctive relief in addition to other remedies.

Electronic Signature and Authority

Recipient consents to electronic records and signatures under ESIGN and UETA, represents that the signer has authority to bind Recipient, and agrees that a typed or drawn signature is an electronic signature for this Agreement.

General Provisions

Recipient may not assign this Agreement without Dapta’s prior written consent, except to a successor in connection with a merger, corporate reorganization, or sale of all or substantially all of Recipient’s assets, provided that successor is bound by this Agreement. No waiver is effective unless in writing. If any provision is held unenforceable, it will be limited only to the minimum extent necessary and the remaining provisions will remain in effect. This Agreement is the entire agreement between the parties about Confidential Information disclosed for the Purpose and may be amended only in a writing signed by both parties.

END OF DOCUMENT