

**CONFIDENTIALITY AGREEMENT**  
(hereinafter referred to as the “**Agreement**”)

**Letiště Praha, a. s.**

Registered office at: K letišti 1019/6, Ruzyně, 161 00 Prague 6, Czech Republic,  
Company ID-No.: 282 44 532,  
Tax ID-No.: CZ699003361,  
Incorporated in the Commercial Register maintained by Municipal Court in Prague, Section B, Insert 14003  
Represented by: [REDACTED]  
Bank details: UniCredit Bank Czech Republic and Slovakia, a.s.,  
Account No. (CZK): IBAN: CZ46 2700 0000 0008 0181 2025,

(hereinafter referred to as “**LETIŠTĚ PRAHA, A. S.**”)

and

**Ideasense s.r.o.**

Registered office at: Štefánikova 258/32, Praha 5 - Smíchov, 150 00,  
Company ID-No.: 24250252,  
Tax ID-No.: CZ24250252  
Incorporated in the Commercial Register maintained by Municipal Court in Prague, Section C, Insert 197288,  
Represented by: Rudolf Čihák,  
Bank details: Moneta Money Bank a.s.,  
Account No. (CZK): IBAN: CZ51 0600 0000 0002 0780 3652

(hereinafter referred to as “**IDEASENSE**”)

(LETIŠTĚ PRAHA, A. S. and IDEASENSE are hereinafter together referred to as the “**Parties**” or individually as the “**Party**”)

## I. PREAMBLE

### Whereas:

- (A) Besides others, the Parties shall disclose, in the course of the implementation **new airport mobility/taxi model** (hereinafter referred to as the "**Project**"), information that is not accessible to the public and can have confidential character;
- (B) The Parties consider to be necessary to regulate mutual rights and obligations when handling information to which this Agreement relates so that the interest of the Parties to maintain the confidentiality of information disclosed is sufficiently protected;

**the Parties agreed in compliance with the applicable provisions of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code"), as follows:**

## II. CONFIDENTIAL INFORMATION

**2.1** The Parties agreed that, for the purposes hereof, they shall consider to be confidential, protect and maintain confidentiality in respect of the following information (hereinafter referred to as the "**Obligation to maintain the confidentiality of information**"):

- 2.1.1 any and all information, data and facts that the Parties mutually provided, communicated, disclosed or that the Parties acquired or obtained otherwise in relation to or in connection with the Project even if it was not explicitly mentioned or specified as highly sensitive or confidential, both in transferable or non-transferable form, in writing or on any data carrier or communicated verbally or in any other form;
- 2.1.2 analyses, studies, opinions, reports, outputs and other materials produced by the Parties or the persons to whom the Parties provided information about the company LETIŠTĚ PRAHA, A. S., containing or otherwise expressing information that is described above under par. 2.1.1 of this Article hereof or produced based on it; and
- 2.1.3 information that the Parties communicated in the subject of negotiation, preparation and implementation of the Project and explicitly identified this information as confidential;

(hereinafter referred to as the "**Confidential information**").

**2.2** The Obligation to maintain the confidentiality of information means, besides others, that the Confidential information shall not be transferred, copied or otherwise disclosed to third parties by either of the Parties. The provisions of the previous clause shall not be applicable to cases when:

- 2.2.1 the Parties have an opposite obligation provided by the law; and/or
- 2.2.2 they disclose such Confidential information to persons that are obliged to maintain confidentiality by law provided that the Party communicates in writing to the Party in question to which third party the Confidential information of the Party in question was disclosed and obliges such third party to maintain the same obligation of confidentiality as it has itself; and/or
- 2.2.3 such Confidential information becomes publicly known or accessible otherwise than by breaching the obligations resulting from this Article; and/or

- 2.2.4 one Party gives to the other Party a prior consent in writing to make such Confidential information accessible to a third party.

### III. PROTECTION OF CONFIDENTIAL INFORMATION

- 3.1** The Parties undertake to maintain the disclosed Confidential information in confidentiality and not to disclose it, with the exceptions specified herein, to third parties for as long as they have the Confidential information at their disposal.
- 3.2** The Parties undertake to make any and all measures to protect the Confidential information, including ensuring the proper security of any and all Confidential information, to prevent its abuse and/or unauthorized disclosure and/or transfer to third parties, including disclosure by negligence.
- 3.3** The Parties undertakes to impose the Obligation to maintain the confidentiality of information to any and all its employees, advisors, partners, shareholders, subcontractors and/or representatives (hereinafter referred to as the “**Third parties**”) who will perform any activities in relation to the Project even if it has not been explicitly mentioned or identified as highly sensitive or confidential. This Obligation to maintain the confidentiality of information shall be applicable to the persons in question even after the termination of their employment relationship or contractual relation with one of the Parties. The names of these persons shall be communicated upon request without delay to the requesting Party. The Party in question is obliged to impose the obligation to protect the Confidential information upon the persons to whom it discloses it at least in the same extent in which this obligation is set down for the Party in question. Both Parties shall be responsible for breaching its obligations resulting from this Agreement by their Third parties. The Parties agree not to disclose or make otherwise accessible the Confidential information to other persons than its Third parties without prior written consent of the other Party.
- 3.4** The Parties agree to respect the Obligation to maintain the confidentiality of information as well as other obligations resulting from this Agreement even after the Project terminates and/or the force and effect of the agreement based on which the Project is implemented and/or the force and effect hereof terminate. IDEASENSE surrenders herewith to the right to enforce the cancellation of the obligation under the provisions of Section 2000 of the Civil Code.
- 3.5** Either of the Parties can identify certain Confidential information as highly sensitive or confidential. In such case, certain other restrictions resulting from the internal regulations of the Parties can be applicable to handling this Confidential information. These restrictions shall be specified in writing by the Parties and shall be binding for both Parties.

### IV. LIABILITY AND SANCTIONS

- 4.1** In case that IDEASENSE breaches the Obligation to maintain the confidentiality of information hereunder, IDEASENSE agrees to pay to LETIŠŤĚ PRAHA, A. S. a contractual penalty in the amount of **1 000 000 CZK** (in words: **one million CZK**) per each individual breach of the Obligation to maintain the confidentiality of information.
- 4.2** The contractual penalty shall be due within fourteen (14) days of the receipt of a written call of LETIŠŤĚ PRAHA, A. S. to IDEASENSE for payment.

- 4.3** The right of LETIŠTĚ PRAHA, A. S. to claim the payment of full compensation for damage incurred by LETIŠTĚ PRAHA, A. S. in consequence of breach of any contractual obligation secured by the contractual penalty under this Agreement shall not be affected by the payment of the contractual penalty.
- 4.4** IDEASENSE agrees explicitly herewith to indemnify LETIŠTĚ PRAHA, A. S. for any non-material harm incurred to LETIŠTĚ PRAHA, A. S. by breaching the obligation of IDEASENSE hereunder and/or in relation thereto.
- 4.5** In order to avoid any doubts, IDEASENSE declares herewith and agrees to be responsible in full extent for any breach of the obligations stipulated herein by its employees and/or subcontractors and/or third parties to whom the Confidential information of LETIŠTĚ PRAHA, A. S. was disclosed by IDEASENSE in any manner and shall indemnify LETIŠTĚ PRAHA, A. S. for any harm in full extent as well as indemnify LETIŠTĚ PRAHA, A. S. for any and all non-material harm.
- 4.6** In case that IDEASENSE breaches its contractual obligation under this Agreement, as a result of which LETIŠTĚ PRAHA, A. S. would have according to a legal regulation, a judicial or other decision or any other fact, an obligation to pay any payment to any third party, IDEASENSE undertakes to fulfil such an obligation.
- 4.7** In case IDEASENSE is to pay any financial amount bearing interest to LETIŠTĚ PRAHA, A. S., the Parties expressly agree that interest on interest may be claimed.
- 4.8** The Parties agreed that the obligation of LETIŠTĚ PRAHA, A. S. to indemnify IDEASENSE for harm incurred to IDEASENSE by breaching the obligation of LETIŠTĚ PRAHA, A. S. hereunder and/or in relation hereto shall be excluded in maximum extent permitted by applicable legal regulations. The obligation of LETIŠTĚ PRAHA, A. S. to indemnify harm caused by LETIŠTĚ PRAHA, A. S. to IDEASENSE intentionally or by gross negligence or another obligation of LETIŠTĚ PRAHA, A. S. to indemnify for harm, if applicable, that cannot be excluded nor restricted in accordance with applicable legal regulations shall not be excluded nor restricted.

## V. PERSONAL DATA

- 5.1** The Parties acknowledge that the Confidential information as well as other data that will be disclosed in the course of the cooperation may contain personal data. The Parties agree to maintain confidentiality in respect of such personal data and to treat them, in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "**Regulation**") as well as in compliance with legal regulations that will be adopted for the purpose of the implementation or adaptation of that Regulation.

## VI. FINAL PROVISIONS

- 6.1** The provisions hereof shall be binding also for the legal successors of the Parties, if any.
- 6.2** This Agreement shall enter into force as of the day of its signing by the authorized representatives of the Parties and into effect as of **14. 1. 2019** however, it is applicable also to the Confidential information that is considered to be confidential hereunder and that was provided or otherwise disclosed by any of the Parties to the other Party prior to the force and

effect hereof in the framework of the prior cooperation of the Parties in the framework of the implementation of the Project.

- 6.3** If any provision hereof is or becomes invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness is without prejudice to the other provisions hereof. The Parties agree to replace, within ten (10) working days as of the receipt of a call of the other Party, the invalid, unenforceable or ineffective provision with a valid, enforceable and effective provision of which wording will correspond to the purpose expressed by the original provision and this Agreement as a whole.
- 6.4** If any of the Parties omits or excuses any omission, breach, delay or failure to meet any obligation resulting from this Agreement, such action shall not constitute waiver of such obligation with regard to its continuous or consequent omission, breach or failure to meet an obligation and none such waiver of a right shall be considered to be effective unless it is expressed in writing for each individual case.
- 6.5** The rights and obligations of the Parties that are not explicitly regulated herein shall be governed by the provisions of the Civil Code and other applicable legal regulations of the Czech Republic. This Agreement, relationship between LETIŠTĚ PRAHA, A. S. and IDEASENSE and the rights and obligations of the Parties resulting from it shall be governed and interpreted in compliance with the law of the Czech Republic.
- 6.6** The Parties agreed that the provisions of Section 1766 (Change in circumstances), Section 1793 (Lesion), Section 1796 (Usury), Section 1799, Section 1800 (Contracts of adhesion), Section 2000 (Termination of an obligation), Section 2050 (Contractual penalty and indemnification) of the Civil Code shall not be applicable to this Agreement and to the relationships resulting from this Agreement. Therefore, the Parties explicitly agreed the following provisions of the Agreement regulating their rights and obligations divergently from the Civil Code:
- 6.6.1 IDEASENSE assumes, in compliance with Section 1765 (2) of the Civil Code, the risk of a change in circumstances that can constitute a gross disproportion in the rights and duties of the Parties. Consequently, IDEASENSE shall not be entitled to claim the renewal of the negotiations on the Agreement in case of such change in circumstances in compliance with Section 1765 (1) of the Civil Code.
- 6.6.2 IDEASENSE is not entitled to lodge, in compliance with the provisions of Section 1766 of the Civil Code, a motion to the court to change an obligation resulting from the Agreement.
- 6.6.3 This Agreement is entered into between entrepreneurs in the framework of their business; therefore, the provision of Sections 1793 to 1795 of the Civil Code on lesion or the provisions of Section 1796 on usury shall not be applicable hereto in compliance with the provisions of Section 1797 of the Civil Code.
- 6.6.4 With regard to the conclusion of the Agreement between entrepreneurs in the framework of their business, the Parties agreed, in compliance with the provisions of Section 1801 of the Civil Code, not to use, for the purposes hereof, the provisions of Section 1799 and Section 1800 of the Civil Code on contracts of adhesion.
- 6.6.5 IDEASENSE surrenders to the right to enforce the cancellation of the obligation hereunder in compliance with Section 2000 (2) of the Civil Code.

- 6.6.6 The Parties agreed that the settlement of a contractual penalty by IDEASENSE is without prejudice to the right of LETIŠTĚ PRAHA, A. S. to request indemnification in full amount. Also in case that the contractual penalty is decreased by the court, it is without prejudice to the right of LETIŠTĚ PRAHA, A. S. for indemnification in full amount. If any legal regulation stipulates a penalty (fine) for breaching contracting obligations (anytime in the course of the duration hereof), such claim is without prejudice to the right of LETIŠTĚ PRAHA, A. S. for indemnification in full amount.
- 6.7** This Agreement contains a complete arrangement in respect of the subject matter hereof and all requirements that the Parties were supposed to and wanted to arrange in the Agreement and that they regard as important for the obligatory character hereof. Any manifestation of will made during the negotiation about this Agreement or manifestation of will made after the conclusion hereof shall not be interpreted in conflict with the explicit provisions hereof and shall not constitute any obligation of either of the Parties. This Agreement shall replace any and all other written or verbal agreements made in the subject matter hereof.
- 6.8** The Parties agree that they do not wish that any rights and obligations are inferred, above the framework of the explicit provisions hereof, from existing or future practices between the Parties or customs used generally or in the domain concerning the subject matter hereof unless it is stipulated explicitly otherwise.
- 6.9** The Parties communicated any and all factual and legal circumstances about which they were or had to be aware as on the date hereof and that are relevant in relation to the conclusion hereof. Except for the assurance that the Parties provided herein, either of the Parties has no other rights and obligations in relation to any facts that emerge and in respect of which the other Party failed to provide information when negotiating about this Agreement. The cases when the Party in question misinformed the other party intentionally in respect of a fact relating to the subject matter hereof shall be exempted.
- 6.10** In order to avoid any and all doubts, the Parties specify that no obligation hereunder is a fixed obligation under the provision of Section 1980 of the Civil Code.
- 6.11** In order to avoid any and all doubts, it is specified that the Parties regard this Agreement as an aleatory contract under the provision of Section 2756 of the Civil Code and, therefore, the provisions of Sections 1764 to 1766 of the Civil Code on the change in circumstances and the provisions of Sections 1793 to 1795 of the Civil Code on lesion shall not be applicable to the obligations resulting from it.
- 6.12** The Parties agree to settle any disputes arising between them in relation to the implementation or interpretation hereof with amicable settlement and by mutual agreement. If the dispute in question fails to be settled within thirty (30) days as of its origin, such dispute shall be submitted by one of the Parties to a court with subject-matter and local jurisdiction. The Parties agree herewith that the court with local jurisdiction shall be the general court of LETIŠTĚ PRAHA, A. S. under Section 89a of Act No. 99/1963 Coll., Civil Procedure Code, as amended.
- 6.13** This Agreement is made in three (3) copies in English language of which LETIŠTĚ PRAHA, A. S. shall receive two (2) and IDEASENSE one (1) copy.
- 6.14** This Agreement can be amended and supplemented only with written continuously numbered amendments signed by both Parties. Any amendment to this provision on the amendment to the Agreement shall be made also in the form of a written amendment signed by both Parties.

**6.15** The Parties acknowledge that LETIŠTĚ PRAHA, A. S. is a party to which Act No. 340/2015 Coll., on special conditions of the effect of certain contracts, disclosure of these contracts and on the register of contracts (Act on the register of contracts) is applicable.

**6.16** The Parties declare that none of the facts concluded herein shall constitute business secret under the provision of Section 504 of the Civil Code.

IN WITNESS WHEREOF THE Parties executed this Agreement properly.

Date:  
For LETIŠTĚ PRAHA, A. S.:

Date:  
For IDEASENSE:

Signature: \_\_\_\_\_  
Name:  
Position:

Signature: \_\_\_\_\_  
Name:  
Position:

Signature: \_\_\_\_\_  
Name:  
Position:

Signature: \_\_\_\_\_  
Name:  
Position: