



NON DISCLOSURE AGREEMENT

Between:



on the one hand,

And:

Výzkumný a zkušební letecký ústav, a.s. registered under the registry number CZ 00010669, a legal entity organized and existing under the laws of Czech republic, with its registered office at Beranových 130, 199 05 Prague – Letnany, represented by Josef Kašpar acting as Chairman of the Board and Viktor Kučera acting as Vice-chairman of the Board, hereinafter referred to as "VZLU",

on the other hand,

referred to separately as a "Party" or jointly as the "Parties".

WHEREAS THE PARTIES:


- Desire to enter into discussions concerning **air mass flow equipments** and anticipate that they may need, during such discussions and any possible subsequent collaboration, to exchange confidential information;
- Wish to define the rules with respect to the disclosure, the use and the protection of the said information.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. For the purpose of this Agreement, the terms "Confidential Information" shall mean any and all information or data disclosed by one Party to the other Party pursuant to this Agreement on any support by various means whatsoever.

The communication of Confidential Information may be done in writing or orally and/or by any other means, notably video, information technology, photography or by delivery of samples, technical specifications, plans, drawings and models, such list being without limitation.





In addition to the foregoing definition of Confidential Information, it is hereby expressly agreed that any and all information to which one of the Parties may be given or shall have access during visits to the premises of the other Party, or which would be obtained by examination, testing or analysis of any samples, specifications, reports, know-how, hardware or components parts thereof made available for one Party by the other Party shall be regarded and treated as Confidential Information.

2. For the purpose of this Agreement and despite any other provision, the Disclosing Party is considered as exclusive holder of all rights to the Confidential Information.

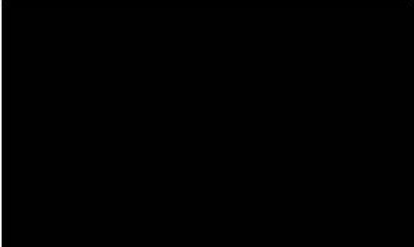
This Confidential Information remains the property of the Disclosing Party and shall be considered as strictly confidential and marked as confidential.

3. For the duration of legal protection of Confidential Information subject to copyright, and for the other Confidential Information for a period  from receipt, the Receiving Party shall:

- a) protect and keep strictly confidential any part and/of the whole of any Confidential Information, and shall treat and use the Confidential Information with the same degree of care as it applies to its own Confidential Information ;
- b) protect any part of/or whole of the Confidential Information from disclosure to anyone other than its employees who have a need to know pursuant to the purpose set forth in the Recitals above and inform them of the confidentiality and obligations attached to such information ;
- c) warrant that its personnel shall not violate the confidentiality obligations provided for herein ; and
- d) not copy, duplicate totally or partially, nor disclose to a third party the Confidential Information without the prior written consent of the Disclosing Party.

4. Use of the Confidential Information by the Receiving Party shall be strictly limited to the purposes set forth in the Recitals above.

5. The Receiving Party has no obligation under Articles 3 and 4 above with respect to any information for which it can give evidence that such information:

- a) is or becomes known to the public before the disclosure or thereafter through no wrongful act of the Receiving Party or
 - b) is already known by the Receiving Party at the time of disclosure or
 - c) is officially received from a third party without breach of a Non Disclosure Agreement obligation or
 - d) is independently developed by the Receiving Party provided that the Receiving Party can demonstrate that such development was carried out by persons who had no access to the Confidential Information or
 - e) must be disclosed pursuant to a mandatory judicial or administrative decision, subject to immediate notice to the Disclosing Party and assistance by the Receiving Party in order to limit the disclosure and the use of Confidential Information.
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6. Under no circumstances shall any Party be under any obligation of any kind whatsoever to disclose Confidential Information.

7. The disclosure of Confidential Information under the present Agreement shall under no circumstances be construed as granting, expressly or tacitly, to the Receiving Party, any right to this Confidential Information, regarding notably any industrial, literary and artistic property right belonging to the Disclosing Party.

8. Under no circumstances shall a Party be under any legal obligation of any kind whatsoever to enter into any contract with the other Party by virtue of this Agreement or the disclosure of Confidential Information.

9. Should the Confidential Information be subject to export control laws and regulations by the authorities of the country of the Disclosing Party, the Receiving Party undertakes to comply with all requirements of such laws and regulations.

10. All Confidential Information subject to an export control regime, disclosed by one of the Parties under the present Agreement, shall be identified as such by the Disclosing Party at the time of disclosure. The disclosure, protection and use of such information shall comply with the safety procedures issued by any concerned authority.

11. The signature, existence and completion of the present Agreement shall be kept strictly confidential by the Parties and shall not be disclosed by a Party without prior written consent of the other Party unless it is required by the applicable law

12. Upon any request of the Disclosing Party, the Receiving Party shall promptly either return to the Disclosing Party or destroy all disclosed Confidential Information and/or copies, whatever the means of their recording.

13. a) This Agreement represents the entire existing agreement between the Parties for the purposes set forth in the Recitals. This Agreement supersedes and replaces any prior oral or written declaration, negotiation, commitment, communication, acceptance and agreement between the Parties with respect to the subject matter hereof.

b) This Agreement shall not be assigned or transferred in any manner by one Party to any third party without the prior written approval of the other Party.

c) This Agreement shall be amended or modified only by means of an amendment signed by the duly authorized representatives of each Party.

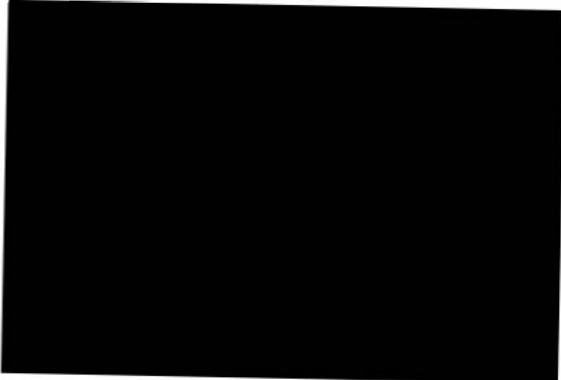
d) This Agreement does not constitute a joint venture or any partnership, or create any legal entity between the Parties, and nothing in this Agreement shall grant to either Party the right to make any commitments of any kind for or on behalf of the other Party without the other Party's express written approval.

e) No provision of the present Agreement shall be construed as granting to one of the Parties the right to make any commitment of any kind for or on behalf of the other Party without prior written consent of the said Party.



14. This Agreement shall be governed by and construed in accordance with the laws of [REDACTED]. Any dispute arising in connection with or out of this Agreement shall be settled by the [REDACTED] [REDACTED] [REDACTED].

15. Notices regarding the present Agreement shall be sent to the following addresses, which may be modified by written notice:
Test Cells Department



Project and Contracts Department
VZLU



Beranovych 130

199 05 Prague - Letnany

Czech Republic



Fax:

16. This Agreement shall enter into force from the date of its signature by both Parties and into efficiency on the date of publication in the register of contracts. VZLU will therefore without undue delay after its signing by both Parties and in accordance with the Czech Act on Contracts Register submit the contract to register of contracts for publication and inform [REDACTED] [REDACTED] [REDACTED] in writing of the publication date.

17. Each Party is entitled to cancel the present Agreement by means of three (3) months written advance notice.

18. [REDACTED]

19. VZLU is the obliged entity pursuant to Czech Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts and on the Contracts Register (Act on Contracts Register). This Agreement, excluding parts which are subject to commercial confidentiality, will be in accordance with this Act on Contracts Register published in the register of contracts.

The present Agreement is established and signed in two (2) original copies.

