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Mutual Non-Disclosure Agreement

Varroc Lighting Systems, s.r.o. corporate identity number 24304450 on behalf of itself and its Affiliates [as defined hereinafter] ("Varroc Group") duly represented by William Moore acting as Global Core Engineering Director and having all powers for the purposes of representing Varroc Group

and

Ostravská Univerzita corporate identity number 61988987 on behalf of itself and its Affiliates [as defined hereinafter] ("Company") duly represented by Prof. MUDr. Jan Lata CSc. acting as Rector and having all powers for the purposes of representing Ostravská Univerzita

enter into this Mutual No-Disclosure Agreement ("Agreement") on January 3, 2020 ("Effective Date"). For convenience, Company and Varroc Group are referred to collectively as "Parties," and individually as "Party."

Recitals

- A. Varroc Group and Company intend to explore and discuss a business opportunity of mutual interest ("Purpose").
- B. It is anticipated that in the course of such discussions, the Parties will disclose or deliver to each other certain proprietary information relating to the Purpose without any contractual commitment of either Party to carry out such Purpose, that each Party wants to keep confidential in accordance with the terms of this Agreement.

Agreement

1. **Confidential Information.** For purposes of this Agreement, "**Confidential Information**" means any information and data, including but not limited to (a) technology design, processes, and techniques, technical and business information, research and development plans, and information, potential products and services, business plans and models, data interpretations, forecasts, and projections, supplier lists and data, customer lists and data, financial information, employee information, costing and pricing data, potential profit margin data, contracts, and records containing or otherwise reflecting proprietary information., (b) unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property, (c) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing, (d) any third-party confidential information included with, or incorporated in, any information provided by the Parties, and (e) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials ("**Notes**") prepared by or for any Party that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

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Confidential Information does not include any information which: (i) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party, its Representatives or its Affiliates (defined below) or their Representatives; (ii) was rightfully in the receiving Party's or its Affiliates' possession without any obligations of confidentiality prior to receiving the information from the disclosing Party; (iii) has been received by the receiving Party or its Affiliates from a third party without any obligation of confidentiality, provided such third party is not, to the receiving Party's knowledge, in breach of any obligation to confidentiality relating to such information; (iv) is independently developed by the receiving Party or its Affiliates' (v) is approved for release by written agreement of the disclosing Party.

2. **Use of Confidential Information.** The Parties agree to exchange Confidential Information only for the Purpose, in accordance with all laws and regulations, and in each Party's sole discretion. The receiving Party may only use it for the Purpose unless otherwise expressly agreed to in writing by the disclosing Party. All Confidential Information exchanged between the Parties (a) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own Representatives or those Representatives of its Affiliates who each have a reasonable need to have access to it for the Purpose, provided each are bound to this Agreement or otherwise in writing to an extent not less stringent than the obligations imposed on the receiving Party under this Agreement; (b) must be treated by the receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Party's own information of like importance which is to be kept confidential, but not less than reasonable degree of care; and (c) will remain the property of the disclosing Party.

"Representative" shall mean either Party's directors, officers, employees, consultants, affiliates, financing sources, investors, and agents (not being competitors of the Disclosing Party), and those of the Party's Affiliates, who have a need to know in order to accomplish the purpose of evaluating or implementing the Project and who are bound by similar written obligations of confidentiality to the respective Party that are at least as restrictive as this Agreement. Recipient shall be responsible for any violation of the terms of this Agreement by its Representatives.

"Affiliates" means with respect to either Party, any company (i) directly or indirectly controlled by one of the Parties, or (ii) directly or indirectly controlling one of the Parties, or (iii) under the same control as one of the Parties. For purpose of this definition, "controlled" means ownership of securities representing more than fifty percent (50%) of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority, or any other power by contract or in any other form which entitles such named entity to the respective voting rights. Each Party will be liable for any unauthorized distribution of Confidential Information by the Party's Representatives, Affiliates, and their Representatives. All Confidential Information is provided on "as is" basis without representation or warranty of any kind by any Party as to correctness and completeness. No licenses or any other rights such as, but not limited to, patents, utility models, trademarks or trade names, are granted or conveyed by this Agreement and no Party will have an obligation to grant any other Party those rights under this Agreement.

3. **Required Disclosure.** A receiving Party may disclose Confidential Information if it is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law, provided that (a) written notice of such ruling is given without undue delay to the disclosing Party to allow the disclosing Party an opportunity to intervene; (b) the receiving Party

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uses reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially; and (c) the Confidential Information that is disclosed is marked "confidential" before disclosure.

4. **Term/Termination.** This Agreement shall be terminated on the earlier of (a) thirty days' prior written notice from one Party to each other Party, and (b) expiry of five (5) years from the Effective Date. The rights and obligations accruing prior to termination survive the termination of this Agreement for a period of five (5) years or longer as described below.

5. **Return of Confidential Information.** Upon termination of this Agreement, all Confidential Information exchanged pursuant to this Agreement and any copies or abstracts made thereof, including Notes, must be either returned to the disclosing Party or, at the discretion of the disclosing Party, be destroyed by the receiving Party. In case of destruction, the receiving Party must confirm in writing such destruction to the disclosing Party. In the event that copies of electronically exchanged Confidential Information are made as a matter of routine information technology backup or according to provisions of mandatory law or compliance guidelines, the Confidential Information will be subject to an indefinite obligation of confidentiality according to the terms of this Agreement until returned or destroyed.

6. **Specific Performance.** Each Party acknowledges that the unauthorized use or disclosure of the Confidential Information would cause irreparable harm. Accordingly, each receiving Party agrees that any disclosing Party will have the right, without the need to prove irreparable injury or to post bond, to obtain an immediate injunction against any breach or threatened breach of this Agreement by a receiving Party, as well as the right to pursue any and all other rights and remedies available at law or in equity of such breach.

7. **Notices.** All notices are to be provided under this Agreement may be provided by any of the following means: (a) hand delivery, (b) first class or express mail, postage prepaid, (c) overnight courier service, or (d) email. Receipt of notice will be deemed to have occurred as follows: (i) if by hand delivery, when delivered, (ii) if by first class or express mail, three business days following deposit in the mail, (iii) if by overnight courier service, three business day following the day when sent, and (iv) if by email, the day when delivered. Until changed by notice in the manner described above, the addresses of the Parties for the purpose of notice will be those listed under their signatures below.

8. **Miscellaneous.** This Agreement contains the entire agreement of the Parties concerning its subject matter, and supersedes any contemporaneous or prior discussions, negotiations, agreements or understandings relating thereto. No modification of this Agreement or waiver of the terms and conditions hereof will be binding any Party unless approved in writing by that Party. A Party may not assign its rights and obligations under this Agreement without the prior express written consent of each other Party. No failure or delay in exercising any right, power or privilege hereunder available to any Party will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The individual signing below represents that he/she has the authority to bind the Party for whom he/she is signing on behalf of. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which will constitute the same agreement. Facsimile signatures, including those in .pdf format transmitted by email will be deemed originals for all purposes. No Party will be deemed the agent of, or partner with, any other Party by virtue of the terms of this Agreement.

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9. **Governing Law and dispute resolution.** This Agreement is governed by, and shall be construed in accordance with laws of Czech Republic without reference to the applicable conflict of laws principles. Any dispute or difference arising out of or in relation to or in connection with this Agreement shall be subject to the jurisdiction of the Courts at Prague.

[Signatures contained on following page]

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Varroc Lighting Systems, s.r.o.

DocuSigned by:
38F51B2D711640D
By: _____
Print Name: William Moore
Title: Global Core Engineering Director

*Varroc Lighting Systems, s.r.o.
Suvorovova 195, 742 42 Šenov u Nového Jičína
IČO: 243 04 450, DIČ: CZ 243 04 450
.74*

Ostravská Univerzita

prof. MUDr. Jan Lata, CSc.
By: _____
Print Name: Prof. MUDr. Jan Lata CSc.
Title: Rector

Digitálně podepsal
prof. MUDr. Jan
Lata, CSc.
Datum: 2020.11.18
10:59:38 +01'00'

Address for Notices:

Varroc Lighting Systems, s.r.o.
Suvorovova 195
742 42 Šenov u Nového Jičína, Czech Rep.
Email: WMOORE@varroclighting.com

Address for Notices:

Ostravská Univerzita
Dvořákova 138/7
702 00 Ostrava - Moravská Ostrava
Email: jan.lata@osu.cz