



Cooperation (Partnership) Agreement

Based on the proposals **A+ Industrial Innovative R&D Program**, the following has been agreed between

Rich Electric Co. Ltd. Address: 31 Keji 5th Rd Annan District, Tainan Technology Industrial Park 70955, , Taiwan, R.O.C., represented by Name:Eric Chen, Job Position: Chairman> (**Lead project Partner 1- hereinafter referred to as the LP1**)

and

Cegelec a.s. Address: Chodovska 3/228, CZ-141 00 Prague 4, Czech Republic, represented by Name: Ing. Miroslav Opa, Job Position: Managing Director (**Lead project Partner 2- hereinafter referred to as the LP2**);

and

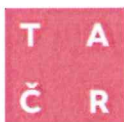
Springfield Marine Uni-Light Boat Co., Ltd. Address: Rm. E, No.25-28, Datung Rd, Niasong Dist. Kaohsiung City 83348, Taiwan, ROC, represented by Name: Tina Lee, Job Position: President & CEO (**hereinafter referred to as Project Partner 3**);

and

University of West Bohemia Address: Univerzitni 8, 30100 Pilsen, Czech Republic, represented by Name: doc. Dr. RNDr. Miroslav Holeček, Job Position: Rector (**hereinafter referred to as Project Partner 4**);

and

Institute of Thermomechanics, Czech Academy of Sciences Address: Dolejšková 1402/5, 18200 Praha 8, Czech Republic, represented by Name: doc. Ing. Miroslav



Chomát, CSc., Job Position: [Director of Institute of Thermomechanics Czech Academy of Sciences](#) (hereinafter referred to as **Project Partner 5**);

and

ÚJV Řež, a. s. Address: Hlavní130, Řež, 250 68 Husinec, Czech Republic, represented by Name: Ing. Daniel Jirička, Job Position: Chairman of the Board of Directors, CEO (hereinafter referred to as **Project Partner 6**);

for the implementation of the project **“Development of high performance extend ranger EV boat”**.

Article 1 (Subject of the Partnership Agreement)

1. By the present Partnership Agreement, All the Project Partner(s) define the rules of procedure for the activities to be carried out and the relations that shall govern in the Partnership set up in order to complete the above-mentioned project.
2. The signed Partnership Agreement define the mutual responsibilities of all parties concerning the administrative and financial management of the project.
3. Both Parties absolutely agree that neither party shall withdraw after party A (or all) has applied for subsidies from its government. For any reason, the withdrawal from the Plan shall not be exempt from all liabilities of the Other parties prior to withdrawal, and the intellectual property acquired individually or jointly in the course of the implementation of the Plan shall be authorized to be used by other units (companies) that renew the Plan within the purpose necessary to achieve the Plan.

Article 2 (Objectives of the project)

The project < [Development of high performance extend ranger EV boat](#) > shall contribute to the objectives set out in the Cooperation Program. The project objectives and results are, in summary, to:

- (a) Fuel cell 60kw power system
- (b) 350 bar* 4 pcs hydrogen tank storage
- (c) Fuel cell power hybrid with Lion-battery 40kWhr pack system with BMS
- (d) On-line charger system,
- (e) Motor & driver 50kW*2, DC input 350VDC, PM motor,
- (f) Aviation 50 nautical mile under ship speed 10 knots,
- (g) Boat length: 15~18 meter, go sightseeing within bay application.

Article 3 (Duration of the Partnership Agreement)

1. This Partnership Agreement is valid from the date of the signature by all parties. It shall remain in force until the LP1 and the LP2 has discharged in full his obligations towards its partners and the Managing Authority, including the period of availability of documents for financial controls.
2. Subject to funding by the [“TA ČR Czech”](#) and [“A+ Industrial Innovative R&D program”](#), respectively’, this Agreement shall enter into force retroactively upon signing by all Partners at the beginning of the grant period specified in the funding notice and shall expire after the funding organization has accepted the joint final report, unless the Agreement was terminated before or completed in another way. **(The project has a presumable duration from [“January 2022”](#) to [“December 2025”](#))**

3. This Partnership Agreement shall also remain in force if there is any non-resolved dispute among the Project Partners at an out-of-court arbitration body.
4. The breach of the obligations of this Partnership Agreement by one of the partners or when one partner continues violating its obligations despite a reminder from the LP1 or LP2, this may lead to an early resignation of his participation in the project. This resignation has to be decided and approved by consensus by all the other partners involved in the project. The partner withdrawing from the project is according to the present Partnership Agreement obliged to carry out all activities and pay all expenditures incurred during its participation in the project.

Article 4 **(Role and responsibilities of the LP1)**

1. The LP1 is responsible for the coordination, management and implementation of the project on the Taiwanese side as set out in the common proposal.
2. The LP1 assumes responsibilities for the entire project obligations related to the A+ Industrial Innovative R&D Program specific for the LP1.
3. According to the present Agreement the LP1 is obliged to:
 - appoint a project manager who has the operational responsibility for the implementation of the overall project;
 - guarantee the timely performance of the entire project;
 - inform LP2 Project Partners on the progress of the overall project;
 - inform LP2 Project Partners about any variation of the conditions at the basis of the present agreement or about any modification that could influence the implementation of the project.
 - support LP2 in implementing their obligations by giving them the correct information, indications and clarifications on the procedures, the forms and other relevant documents;
 - notify LP2 immediately of any event that could lead to a temporary or final discontinuation of the project or any other deviation of the implementation of the project;

Article 5

(Role and obligations of the LP2)

1. The LP2 is responsible for the coordination, management and implementation of the project on the Czech side as set out in the common proposal.
2. The LP1 assumes responsibilities for the entire project obligations related to the Technology Agency of the Czech Republic specific for the LP1
3. According to the present agreement the LP2 are obliged to:
 - appoint a contact person for the implementation of the parts of the project under their responsibility and authorise the contact person to represent the Project Partner;
 - assure the implementation of the part of the project they are responsible for in accordance with the Application Form and the project work plan or otherwise agreed;
 - assure that the costs generated during the project activities comply to the eligibility rules of the Cooperation program;
 - inform LP1 Project Partners on the progress of the overall project;
 - inform LP1 Project Partners about any variation of the conditions at the basis of the present agreement or about any modification that could influence the implementation of the project.
 - support LP1 in implementing their obligations by giving them the correct information, indications and clarifications on the procedures, the forms and other relevant documents;
 - notify LP1 immediately of any event that could lead to a temporary or final discontinuation of the project or any other deviation of the implementation of the project;

Article 6

(Co-operation with third parties and legal succession)

1. In the event of co-operation with third parties, including contractors or subcontractors, the Project Partner in the project concerned shall remain solely responsible concerning compliance with its obligations as set out in this Partnership Agreement. The Project Partner shall be informed by the Project

- Partner about the subject and party of any contract concluded with a third party.
2. No partner in the project shall have the right to transfer its rights and obligations under this Partnership Agreement without the prior consent of the other partners in the project and the responsible program implementing bodies.

Article 7

(Information and communication measures, and dissemination of results)

1. The all partners shall jointly implement the communication and publicity activities in accordance with the work plan in the Application Form to ensure adequate promotion of the project towards success.
2. The results of the project will be available to any interested third party and to the general public. The Project Partners commit to play an active role in any actions organized to capitalize on, disseminate and valorize them.
3. The protection and attribution of intellectual property rights (including research inventions, science and technology, business secrets and unique technologies, knowledge, etc.) in this research plan shall be determined in accordance with the project contract (including its annexes), except for those derived from the study process, but which is not related to the purpose of the plan.
4. When any of both Parties and their affiliated persons is unable for any reason to continuously execute this research plan, it shall be regarded as an intellectual property that agreed to be acquired individually or jointly in the course of the implementation of this plan, and shall be authorized to use the others parties within the scope of achieving the necessary purposes of the plan.
5. All parties and their affiliated persons agreed to provide unconditional use of the intellectual property rights of such technologies, knowledge, patents and business secrets as they have in connection with the Program, within the limits necessary for cooperative research and development, and to provide all

necessary assistance. Only both parties and their affiliated persons may agree to pay a considerable authorization or rights.

6. An employee of any party who, as a result of the implementation of the intellectual property rights developed by the Plan, is not related to the Plan, shall be attributable to each party and its employees by agreement.

Article 8 (Ownership – Use of Results)

1. All project partners undertake to enforce the applicable law on intellectual ownership and author rights, regarding any outcome that might be produced during the implementation of the project.
2. The LP1 and LP2 ensures that results and outcomes of the project are joint property of all Project Partners. Consequently, the LP1 and LP2 safeguards that each Project Partner shall grant a simple, non-exclusive right of use of any produced work to all other Project Partners. The LP1 and LP2 also ensures that while granting these rights to Project Partners the specific national rules and instructions relevant for the ownership rights of the project outcomes and results are taken into account when necessary.
3. All parties and their affiliated persons agree when using works that are not created or copyrighted by yourself, it should guarantee that there are no infringements concerns about such works. Each party agrees to be liable for damages caused or caused by the infringement of its employees or agents. No others parties shall be liable for the conduct of himself or herself employees or agents.

Article 9 (Reporting)

1. All project partner are responsible for submitting progress reports to each other.
2. Any unjustified delay in reporting or in the clarification process of the Project Progress Report, by any Project Partners, can imply a reduction or ending of the Subsidy payments. The reporting periods for the entire project are laid down in the Application Form.

Article 10

(Modifications, withdrawals and disputes)

1. This Partnership Agreement can only be changed by means of a written amendment that is signed by all Project Partners. Any modification to the present agreement shall be attached to it as an addendum and signed by all Project Partners.
2. The Project Partners agree not to withdraw from the project unless there are unavoidable reasons for it. If this were nonetheless to happen, the other Project Partners shall cover the contribution of the withdrawing Project Partner, either by assuming its tasks and budget or by asking one or more third parties to join the partnership, with the previous authorization of each other.
3. In case of any dispute among themselves, the Project partners are obliged to work towards an amicable settlement. When agreement cannot be reached, the Project Partners are obliged to seek an out-of-court arbitration procedure. Failing this, each and any legal disputes that may result from or in connection with this present Partnership Agreement, including such over the validity of this present Partnership Agreement itself and this arbitration clause, will be finally decided in accordance with the jurisdiction of the Austrian law. The disputes will be settled at the competent court in Vienna International Arbitral Centre (VIAC).

Article 11

(Recovery of unjustified expenditure)

1. The LP1 is responsibilities to fulfil the obligations related to the A+ Industrial Innovative R&D Program
2. The LP2 is responsibilities to fulfil the obligations related to the Technology Agency of the Czech Republic
3. In case that the Project Partner in the project does not fulfill his obligations, the LP1 or LP2 should remind him to fulfill them within a reasonable period, which can be a maximum of one month.
4. In the event of total or partial incompleteness of the obligations of any of the Project Partners in the project, or in the event of material errors in the effective execution of the project activities, each cosignatory member of the present agreement undertakes to reimburse the concerned Lead Partner any funds that have been unduly received, within 30 days following the notification.

Article 12

(Confidentiality, Publication)

1. LP1 and LP2 agreed to enter into a Non-disclosure Agreement, which is the integral part of this document.
2. "INFORMATION" shall be all protected or unprotected technical and/or business information communicated and disclosed, including, but not limited to plans, models, prototypes, components, algorithms, software, objects, etc., no matter whether in writing or other form, which is designated confidential. Oral or visual INFORMATION shall also be designated confidential, summarized in writing by the communicating Partner within 14 days upon the original communication, and sent to the receiving Partner with a designation of being confidential.
3. Unless other requirements are made in the grant notices of the 'A+ Industrial Innovative R&D Program', each Partner shall not disclose to third parties any INFORMATION received from the other Partners for a period of up to 3 years upon the termination of or withdrawal from this Agreement and shall use it for the execution of the above project exclusively.
4. The obligation of confidentiality above shall not apply to such INFORMATION for which it can be proved that it

- belongs to the public domain through publications or the like or
 - falls into the public domain without the fault of the receiving Partner or
 - was disclosed to the receiving Partner by a third party without the obligation of confidentiality or
 - had already been known to the receiving Partner prior to the disclosure by a Partner or
 - has been developed by staff of the receiving Partner, who had no access to the INFORMATION disclosed.
5. In case a legal publication right cannot be limited or INFORMATION has to be disclosed due to a law or an order by court or authority, this publication/disclosure shall not represent any violation of the confidentiality obligation. As for the rest, the obligation outlined in Article 12.2 shall remain unaffected.
 6. The Partners shall take the usual and reasonable measures to also make their employees keep such INFORMATION confidential according to the present provisions.
 7. The Partners shall use the confidential INFORMATION as outlined above within the framework of the present project only.
 8. At the request of the disclosing Partner, the receiving Partner shall be obliged to immediately return to the other Partner or delete any INFORMATION obtained and possibly made copies. Return may be requested within three months upon the end of this Agreement only. After three months, the receiving Partner shall be obliged to delete the data.
 9. This obligation according to Article 12.7 shall not apply to routinely made backups of electronic data traffic as well as to confidential INFORMATION and copies thereof, which have to be kept by the other Partner according to the valid legislation.
 10. Each Partner shall have the right to publish his own work results. In particular, KIT shall reserve the right of publishing and disseminating the research results within the framework of this project and shall use it in a non-discriminatory manner. When doing so, appropriate reference shall be made to the project. The Partner shall be obliged to inform the other Partners in advance of the intended publication.

11. Publications containing confidential INFORMATION of other Partners shall require the prior approval of the respective Partner, which must not be unreasonably refused. In case the respective Partner does not object to the publication submitted to him within a period of four weeks upon receipt, this approval shall be deemed to have been granted.
12. Approval shall not be required, if a Partner, in fulfilling his legal obligation to publish research results, publishes basic scientific statements or knowledge only, which do not represent any business secrets of the respective Partner.
13. Both parties and their affiliated persons agree not to use the proprietary technology, knowledge, patents and business secrets of any party without their consent, whether during the effective period of this Contract or after the termination of this Contract. Both parties and their affiliated personnel agree that they shall not disclose such technologies, knowledge, patents and business secrets of other parties known to them in the course of the implementation of the Plan to any third party.

Article 13
(Liability and Force Majeure)

1. This Partnership Agreement is governed by the Austrian laws. Each Project Partner shall be liable to the other Project Partners and shall indemnify for any damages or costs resulting from the non-compliance of its contractual duties as set forth in this agreement.
2. No Project Partner shall be held liable for not complying with the obligations ensuing from this agreement in case of force majeure. In such a case, the involved partner must announce this immediately in writing to the other partners of the project.

Article 14
(Working Language)



The working language of the partnership shall be **English**. In case of the translation of any document into another language, the **English** version shall be the binding one.

Article 15
(Concluding provisions)

1. The project Partners shall be subject to superior rules of law. In particular, the EU and Taiwan competition law shall be observed.
2. Should a provision of this Agreement be or become invalid, this shall not affect the validity of the remaining provisions or the Agreement as a whole. The said provision shall be replaced retroactively by a new legally valid provision, the result of which shall reflect as much as possible the invalid provision which it will replace. The same shall apply accordingly to omissions in the Agreement.
3. Any modifications and amendments of this Agreement shall be in writing to be effective. This requirement of written form shall be waived in writing only.
4. The Partners shall not have the right to make legally binding declarations or to enter obligations with effect for other Partners or for the Partners together.
5. Rights, except for property rights or shares in them, and obligations arising from this Agreement shall not be assignable without the prior approval in writing by the other Partner.
6. The present Agreement shall replace any and all oral or written agreements made by the Partners with respect to the joint project prior to signing this Agreement. There shall be no side agreements.

Name of the Lead Partner 1: **Rich Electric Co. Ltd.**

Name and title of legal representative Eric Chen / Chairman

Place, date and stamp (if applicable):

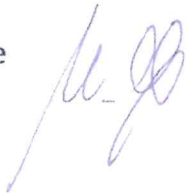
Signature 

Name of the Lead Partner 2: Cegelec a.s.

Name and title of legal representative Ing. Miroslav Opa/Managing Director

Place, date and stamp (if applicable):

Signature



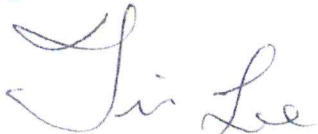
27-07-2021

Name of the Project Partner 3 : Springfield Marine Uni-Light Boat Co.:

Name and title of legal representative Tina Lee/ President & CEO

Place, date and stamp (if applicable):

Signature



Tina Lee July 15, 2021



Name of the Project Partner 4: University of West Bohemia

Name and title of legal representative doc. Dr. RNDr. Miroslav Holeček/Rector

Place, date and stamp (if applicable):

Signature

Západočeská univerzita v Plzni
rektor

Name of the Project Partner 5: Institute of Thermomechanics, Czech Academy of Sciences

Name and title of legal representative doc. Ing. Miroslav Chomát, CSc/Director of Institute of Thermomechanics Czech Academy of Sciences

Place, date and stamp (if applicable):

19-07-2021

Signature

Doc. Ing. Miroslav Chomát, CSc.
Director of Institute of Thermomechanics
Czech Academy of Sciences

Name of the Project Partner 6: ÚJV Řež, a. s.

Name and title of legal representative Ing. Daniel Jirička./Chairman of the Board of Directors, CEO, Ing. Tomáš Novotný/Member of the Board of Directors, Director of Financial dep.

Place, date and stamp (if applicable):

Signature

20-07-2021

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 **ÚJV Řež, a. s.**
Hlavní 130
250 68 Husinec - Řež