**NON-DISCLOSURE AGREEMENT**

This non-disclosure agreement(the “**Agreement**”) is made as of 16 February 2022:

**BY AND BETWEEN**:

1. **Electricité de France S.A.,** a limited company incorporated and existing under the laws of France, registered with the trade and companies register of Paris under number: 552081317, and having its registered office at 22-30 avenue de Wagram, 75008 Paris, France (hereinafter referred to as “**EDF**”), represented by Mr. Renaud Crassous who is duly empowered for the purpose hereof;

**and**

1. **SUJB**, the State Office For Nuclear Safety, the Czech nuclear safety regulator, having its registered office at Senovážné nám. 9, 110 00, Praha 1, Czech Republic (hereinafter referred to as “**SUJB**”) represented by Ms. Dana Drabova who is duly empowered for the purpose hereof;

**and**

1. **STUK**, the Finnish nuclear safety regulator, having its registered office at [●], Finland (hereinafter referred to as “**STUK**”) represented by [●] who is duly empowered for the purpose hereof;

**and**

1. **SURO**, theNational Radiation Protection Institute**,** public research institution, incorporated and existing under the laws of the Czech Republic, and having its registered office at Bartoškova 1450/28, Prague 4, 140 00, Czech Republic, (hereinafter referred to as “**SURO**”), represented by Mr. Aleš Froňka who is duly empowered for the purpose hereof;

EDF, SUJB, STUK, and SURO are also referred in this Agreement individually to as a “**Party**” and collectively to as the “**Parties**”.

**WHEREAS:**

1. In the context of the Paris Agreement and while several countries are setting ambitious goals in terms of decarbonisation of their economies to reach net zero carbon emissions by 2050, nuclear energy and more specifically small modular reactors (hereinafter referred to as “**SMR**”) represent a significant potential worldwide.
2. EDF is developing with its industrial partners and strategic suppliers a light-water civil nuclear reactor SMR technology named “NUWARDTM” in order to meet the European and wider international market energy needs (hereinafter referred to as “**NUWARD™**”).
3. EDF believes that international cooperation at safety authorities’ levels is a key enabler to allow for effective development of an economically viable SMR technology meeting clients’ needs, and has initiated technical exchanges with the French nuclear safety regulator, ASN, and its technical and scientific support organization, IRSN, on the conceptual design phase of NUWARDTM.
4. In the spirit of promoting a pragmatic effort regarding international licensing of NUWARD™, ASN has offered to extend the current preparation to licensing of NUWARD™ to other European safety authorities which are strategically important for EDF.
5. EDF and ASN have agreed that the Finnish nuclear safety regulator, STUK, and the Czech nuclear safety regulator, SUJB, be involved along with their respective technical and scientific support organization in the preparation to licensing of NUWARD™ with the objective to start identifying key enablers and conditions to meet towards potential licensing of NUWARD™ in their respective countries (hereinafter referred to as the “**Project**”).
6. SURO and VTT are respectively the technical and scientific support organization of SUJB and STUK with extensive knowledge of safety, licensing and other related specificities in the Czech Republic and Finland that may provide valuable feedback and insights on NUWARDTM specific design and safety options.
7. In the frame of the Project, and in coordination with ASN and IRSN, EDF is willing to provide SUJB, SURO, STUK and VTT with information on the NUWARDTM technology and safety approach in advance of any future NUWARDTM licensing activities, and SUJB, SURO, STUK and VTT are willing to exchange information in relation to common regulations basis and references as well as potential differences that may have to be addressed in advance of the licensing of NUWARDTM in the Czech Republic and in Finland (hereinafter referred to as the “**Purpose**”).
8. In this context, the Parties hereby wish to ensure the confidentiality and limit the right of use of any confidential information that may be exchanged or made available in the frame of their discussions in connection with the Purpose.

**NOW, THEREFORE, IN CONSIDERATION OF THE UNDERTAKINGS AS SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

1. Definitions

In addition to other word or expression defined elsewhere in this Agreement, the following words and expressions beginning with a capital letter shall have the following meaning:

1. **“Authorized Recipients”** shall mean, with respect to a Party, its employees, officers, directors and advisors (such as, among others, attorneys, accountants, financial advisors and tax advisors).
2. Such Authorized Recipients shall also include with respect to EDF, employees, officers and directors and advisors of its Affiliate, Framatome, a simplified joint stock company, duly incorporated and existing under the laws of France, registered with the trade and companies register of Nanterre under registration number 379 041 395, with a share capital of € 706.690.542,60, and having its registered office at Tour AREVA, 1 Place Jean Millier, 92400 Courbevoie, France, and of the following partners:
3. The French Alternative Energies and Atomic Energy Commission (“Le Commissariat à l’énergie atomique et aux énergies alternatives or « CEA »), public scientific and technological research organization, registered with the trade and companies register of Paris under registration number 775 685 019, and having its registered office at « le Ponant D » building, 25 rue Leblanc, 75015 Paris, France.
4. La Société Technique pour l’Energie Atomique (“TechnicAtome”), a joint stock company, duly incorporated and existing under the laws of France, registered with the trade and companies register of Evry under registration number 722 045 879, with a share capital of € 22 139 600, and having its registered office at Villiers le Bâcle (91190) Lieudit Les Hautes Rives – Route de Saint Aubin, France.
5. Naval Group, a joint stock company, duly incorporated and existing under the laws of France, registered with the trade and companies register of Paris under registration number 441133 808, with a share capital of € 563 000 000, and having its registered office at 40-42 rue du Docteur Finlay 75015 Paris, France.
6. **“Affiliate”** shall mean in relation to any person, any other person who, from time to time, Controls or is Controlled by, or under common Control with, that person.
7. **“Control”** shall mean when a person directly or indirectly holds or controls a majority of the share capital and/or voting rights of, or the right to appoint or remove a majority of the board of directors of, or the right to exercise a dominant influence over or otherwise control (by virtue of an undertaking's constitution, voting agreement or otherwise), of another person.
8. **“Confidential Information”** shall mean any and all information, including (i) the content, technical details and/or outcome of any discussion between the Parties in connection with the Purpose (including the provisions of this Agreement) and (ii), without limitation, any and all technical, financial, commercial or all other information and data or trade secrets, concerning a Party or its assets, liabilities, operations, financial conditions, employees, suppliers, plans prospects, management, investors, products, strategies, know how, technologies and intellectual properties, or the Project, either in a tangible, oral or visual form, disclosed or made available by the Disclosing Party (or any of its Authorized Recipients) to the Receiving Party (or any of its Authorized Recipient) in connection with the Purpose.
9. Without prejudice to the generality of the foregoing, the Parties will endeavour to restate the confidential nature of the Confidential Information through any means (particularly by marking as “Confidential” or any other proprietary legend) at the time of their disclosure each document or other tangible materials. The Parties will also endeavour to identify verbally as “confidential” at the time of disclosure by the Disclosing Party Confidential Information disclosed orally or visually, for example during site visits or meetings. Failure to mark such documents or materials or to reduce in writing in case of oral disclosure shall neither affect the confidential nature of the Confidential Information nor the Parties’ rights and obligations under this Agreement.

“**Disclosing Party**” shall mean the Party disclosing or making available directly or indirectly a Confidential Information to any other Party (the “**Receiving Party**”). For the avoidance of doubt, a Party receiving from a Receiving Party a Confidential Information provided by the Disclosing Party is also considered as a Receiving Party.

“**Export Control Regulations**” may include, but are not limited to, the European export control regulations, the United States export control regulations (including, but not limited to items subject to U.S. Nuclear Regulatory Commission, the U.S. Department of Energy and the U.S. Department of Commerce Export Administration Regulations) and any other relevant export control regulations and any decision or trade restriction taken by relevant jurisdiction under this Agreement that might be applicable to the Purpose.

“**Sanctions** **Laws**” shall mean (i) any sanctions, prohibitions or requirements imposed against a territory, a Country (“**Sanctioned** **country**”) or a person (“**Sanctioned** **party**”) by any executive order or by any sanctions program administered by the United Nations Security Council, the European Union and its Member States, the U.S. Treasury Department’s Office of Foreign Asset Control (“**OFAC**”) or similar laws or regulations enacted, or other relevant sanctions authority.

1. Confidentiality undertakings
	1. Any Receiving Party undertakes and shall cause its Authorized Recipients to undertake:
2. to safeguard Confidential Information and to keep it in strict confidence and to use at least the same security measures and degree of care that it uses in the protection of its own confidential information, which shall in no event be less than a reasonable standard of care so as to prevent any unauthorized access to, or use or disclosure or copy of, the Confidential Information;
3. to use and disclose Confidential Information only in accordance with the provisions of this Article 2 and to the extent strictly necessary for and in relation to the Purpose;
4. not to disclose such Confidential Information in whole or in part to any third party under whatever form unless expressly permitted in advance and in writing by the Disclosing Party or otherwise in accordance with this Agreement;
5. to inform the Disclosing Party immediately upon becoming aware of an actual or possible unauthorized disclosure of Confidential Information.
	1. Any Receiving Party shall be entitled to disclose the Confidential Information to any of its Authorized Recipients without the prior written agreement of the Disclosing Party, provided that such Authorized Recipients:
6. is or may be involved in the Purpose and has a strict need to know the Confidential Information;
7. is only entitled to use such Confidential Information to the extent strictly necessary for the Purpose;
8. is informed by such Receiving Party about the confidential nature of the Confidential Information prior to its disclosure;
9. is (i) bound to such Receiving Party by obligations of confidentiality obligations similar to or the same as those set out in this Agreement or (ii) owes a duty of confidentiality to such Receiving Party or (iii) in the case of such Receiving Party’s and/or its Authorized Recipients’ officers, directors and employees, such officers, directors and employees have a written confidentiality obligations to their employing company.
	1. Any Receiving Party shall in any case remain responsible towards the Disclosing Party for the compliance of each of its Authorized Recipients with all obligations deriving from this Agreement.
	2. Notwithstanding the foregoing, the Parties shall be authorized to disclose Confidential Information received or made available under this Agreement to ASN and/or IRSN on a “need to know” basis and for the Purpose only, being understood for the sake of clarity that ASN and IRSN shall not be bound by the terms of this Agreement and shall therefore have no obligation or liability of any kind under this Agreement.
	3. If any Receiving Party is required by law or by any court or competent jurisdiction, the rules and regulations of any stock exchange or in any enquiry by any governmental, official or regulatory body to disclose any Confidential Information, the Receiving Party making such disclosure shall:
10. to the extent legally permissible, inform, in reasonable detail, the Disclosing Party in writing of the circumstances and the Confidential Information required to be disclosed, as soon as reasonably practicable after such Receiving Party is informed of it and, if reasonably possible, before any Confidential Information is thus disclosed,
11. consult with the Disclosing Party as to possible steps to avoid or limit disclosure, take such of those steps as the Disclosing Party may reasonably require,
12. where the disclosure is by way of a public announcement, make reasonable efforts to agree the wording of the announcement with the Disclosing Party in advance; and
13. cooperate with the Disclosing Party to obtain protection consistent with this Agreement for such Confidential Information through an appropriate agreement, protective order or other mechanism.
	1. The Parties acknowledge that Confidential Information shall not include any information which any Receiving Party can show through documentary evidence:
14. is or becomes publicly available otherwise than as a result of a breach of this Agreement or of any confidential duty or undertaking, or the fault of such Receiving Party;
15. has been lawfully received from a third party without restriction as to its use or disclosure;
16. was already in its possession free of any such restriction as to its use or disclosure prior to receipt from the Disclosing Party;

and for the avoidance of doubt and without prejudice to the generality of the above, Confidential Information shall not be deemed to be publicly available merely because it may be derived from one or more items that are publicly available.

Nothing herein shall prevent any Party from disclosing or using its own confidential information independently or lawfully developed without use of any Confidential Information of any other Party.

1. Ownership of Confidential Information

Subject to third parties’ rights, Confidential Information (and in particular all intellectual or industrial property rights relating thereto) is and at all times shall remain the sole and exclusive property of the Disclosing Party, notably any Confidential Information related to NUWARDTM product and project in connection with the Purpose shall remain the sole and exclusive property of EDF. Each Party reserves all rights in its Confidential Information. The disclosure of Confidential Information shall not confer to any Receiving Party any license, proprietary interest or ‘authority to use’ rights (including intellectual property rights) or other rights, either express or implied, over the Confidential Information (including any material derived or resulting from the Confidential Information) of the Disclosing Party, except the right to use the Confidential Information in accordance with the provisions of article 2.1.ii).

Nothing in this Agreement shall be construed as a waiver by the Disclosing Party to protect its Confidential Information through patents or any other intellectual property rights.

Any Receiving Party commits particularly not to file any intellectual property rights’ application(s) in any country whatsoever containing all or part of all the Confidential Information received under this Agreement.

1. Communication

Each Party shall be entitled to make any external publication or communication regarding the existence of this Agreement and the general subject matter of the discussions contemplated under this Agreement. Each Party further agrees that no external publication or communication concerning in whole or in part the content, technical details and/or the outcome of any discussion under this Agreement shall be made without the prior written approval of all the Parties.

1. Destruction or return of Confidential Information

The Disclosing Party is entitled, at its own discretion, to request any Receiving Party, any time during the validity of this Agreement or after the expiration or termination of this Agreement, to return or destroy any copy of the Confidential Information. No later than twenty (20) calendar days after receipt of such written request, the concerned Receiving Party undertakes and shall procure that any person to whom Confidential Information was properly disclosed to in accordance with this Agreement to either: (i) return any and all Confidential Information and all copies thereof to the Disclosing Party, or (ii) destroy (to the extent technically practicable) any and all Confidential Information and all copies thereof, save for information containing Confidential Information which is required to be retained in order to comply with applicable law, regulation or standards (including but not limited to record retention policies) imposed by relevant regulatory bodies or internal compliance policy. The destruction of Confidential Information shall be certified in writing by the concerned Receiving Party to the Disclosing Party promptly following completion of such destruction.

1. Conformity with law - Export Control
	1. The Parties shall comply with all applicable laws, rules and regulations and in particular Export Control Regulations and Sanctions Law.
	2. The Parties (i) acknowledge that items, software, technology or services, or other information made available under this Agreement may be subject to relevant applicable Export Control Regulations (“Controlled Items”) or to relevant Sanctions Law as the same may be amended from time to time during the performance of the Agreement, (ii) agree to comply with the same when applicable and that (iii) the transfer of such Controlled Items to or for certain countries or entities may be prohibited or restricted or subject to prior authorization of relevant country’s governmental authorities.
	3. If any Confidential Information disclosed by the Disclosing Party to any Receiving Party includes Controlled items, the Disclosing Party shall inform such Receiving Party accordingly. If such Receiving Party discloses the Controlled items to any third party engaged by it under or in relation to this Agreement, that Receiving Party shall be compliant with any applicable Export Control Regulations or Sanctions Laws and shall take all actions reasonably necessary to ensure that the third parties comply with the same.
	4. Any Receiving Party shall not be liable for a breach of the foregoing provision in respect of information provided by or on behalf of the Disclosing Party if it was not made aware in writing (by way of appropriate document marking or otherwise) of any applicable export control restrictions in respect of such information in circumstances where such Receiving Party could not otherwise have been reasonably aware of any such applicable restrictions.
	5. In case of breach of this Article 6, the breaching Party shall indemnify, defend and hold harmless the other Parties against any and all liabilities, claims, fines, demands, damages (including for damage to reputation), losses or expenses (including legal and other professional adviser’s fees and disbursements), interest and penalties incurred by such other Parties howsoever arising whether wholly or in part from such a breach. A Party claiming a right to be indemnified under this Article 6 shall use reasonable endeavours to mitigate any loss or damage which has occurred or may occur.
2. NO BRIBERY
	1. Each Party represents and warrants to the other Parties that it is aware of, and familiar with, and that it shall comply with the provisions of all applicable laws prohibiting improper, illegal or corrupt practices or including but not limited to payments including but not limited to those as applicable to it under its laws of their respective place of incorporation, as well as any laws prohibiting improper, illegal or corrupt payments in France, the Czech Republic, Finland and any other applicable law and regulations (the “Corrupt Practices Laws”), as these laws may be amended or interpreted from time to time, as applicable to the Parties. All provisions of this Agreement shall be construed accordingly.
	2. Each Party shall indemnify any other Party against any claims, demands, fines, costs or damages incurred by such other Party (including but not limited to, reasonable attorney fees) as a direct result of its failure to comply with this Article 7.
	3. Without limitation to the generality of the foregoing, each Party represents and warrants to the other Parties that it shall not, directly or indirectly, in connection with the Purpose and any business that may result therefrom, offer, pay, promise, agree to pay or authorize to pay, money (including, but not limited to, political contributions, fees, commissions or other undue pecuniary advantage) or anything of value (including but not limited to gift, inappropriate travel, meals or entertainment) to any government official or to any person, while knowing or being aware of a high probability or having reason to believe that all or a portion of such money (including, but not limited to, political contributions, fees, commissions or other undue pecuniary advantage) or anything of value (including, but not limited to, gift, inappropriate travel, meals or entertainment) will be offered, given or promised, directly or indirectly, to any government official, for the purpose of improperly or unlawfully (i) influencing any act or decision of such government official, including a decision to fail to perform his or its official functions, or (ii) inducing such government official to act or refrain from acting in any way in the performance of official duties in order to obtain or retain business in connection with the Purpose or in connection with any contracts or dealings with other persons associated with the Purpose.
	4. Each Party agrees that it shall take all reasonable steps to ensure that any of its agents or consultants hired to represent that Party in connection with the Purpose shall comply with all such applicable Corrupt Practices Laws.
3. No representation or warranty – Liability
	1. Neither the Disclosing Party nor any of its Authorized Recipients makes any representation or warranty, express or implied, as to the accuracy, reliability, completeness or suitability for the Purpose of the Confidential Information disclosed under this Agreement.
	2. Any Receiving Party shall be exclusively responsible and liable for, and shall indemnify and hold harmless the Disclosing Party, its Affiliates, its partners and subcontractors, against any liabilities or damages resulting from any misuse of any Confidential Information furnished hereunder.
4. No obligations

There is no obligation created hereby on the part of the Disclosing Party to disclose any particular Confidential Information, the same being within the sole discretion of the Disclosing Party, nor is there any obligation hereunder to enter into any further agreement or obligation whatsoever. Neither the conduct of discussions or evaluations concerning the Purpose, nor this Agreement, nor the provision of Confidential Information shall diminish or restrict in any way the rights that each Party has to market, sell, license, or otherwise make available its products and services to any customer or third party based on its Confidential Information. Except for the confidentiality restrictions set forth in this Agreement, the Parties agree that the discussions, evaluations, and disclosure contemplated by this Agreement shall not restrict either Party’s right to take whatever actions such Party unilaterally determines to be in its best interests.

1. Right to terminate discussions

Nothing contained in this Agreement is intended to or oblige any Party to participate in the Purpose or to enter into any further agreement in relation with the Purpose. Each Party reserves the right in its sole and absolute discretion to terminate discussions relating to the Purpose at any time, but such termination shall not affect the provisions of this Agreement which shall remain in full force and effect.

1. Term and surviving provisions

This Agreement will come into force upon the date first written above. Unless otherwise extended in writing by the Parties, this Agreement shall expire at the earliest to occur of the following events: (i) five (5) years from the date first written above or (ii) upon termination of this Agreement by mutual agreement among the Parties.

Notwithstanding the termination or expiration of this Agreement, the confidentiality obligations under this Agreement shall survive for a period of thirty (30) years after the date of termination or expiration of this Agreement.

1. Assignment

No Party shall be entitled to assign its rights and obligations under this Agreement without the prior written consent of the other Parties. Notwithstanding the foregoing, EDF shall be entitled to assign its rights and obligations under this Agreement to any of its Affiliates to which may be transferred the development activities of NUWARDTM. Any attempted assignment in breach of this Article 12 shall be null and void.

1. Invalidity

If and to the extent that any provision of this Agreement is held to be invalid or unenforceable, it shall be given no effect. The Parties will agree in good faith to amendments required to maintain the economic balance of the Agreement as if such provision has not been declared invalid or unenforceable.

1. Entire Agreement

This Agreement constitutes the entire understanding related to disclosure and use of Confidential Information among the Parties for the Purpose and supersedes any other previous agreements. This Agreement shall apply in lieu of and notwithstanding any specific legend or statement associated with any particular information or data exchanged, and the rights and duties of the Parties shall be determined exclusively by the provisions of this Agreement.

1. miscellaneous
	1. No failure or delay by a Party in exercising any right under this Agreement shall operate as a waiver of such right, and no single or partial exercise of any right under this Agreement shall preclude any further exercise of it.
	2. Any waiver of any provision of this Agreement shall be effective only when confirmed in writing and signed by the Party waiving such provision.
	3. No amendment of this Agreement will be effective unless it is in writing and signed by each Party.
	4. Neither this Agreement, nor any disclosure of Confidential Information hereunder, in any way, (i) creates any joint relationship such as, among others, a joint venture or partnership, or (ii) constitutes any Party to be the agent of any other Party or otherwise authorizes either Party to make or enter into any commitment for, or to act or speak on behalf of, any other Party.
	5. All costs in connection with the negotiation, preparation, execution and performance of this Agreement, shall be borne by the Party that incurred such costs.
	6. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of Switzerland to the exclusion of any rules of conflict of laws.
	7. The Parties agree that in the event of a dispute arising out of or relating to this Agreement, including any issues regarding its existence, validity or termination, between two Parties or all Parties, the relevant Parties shall endeavour to reach an amicable settlement.

If the dispute is not settled amicably within thirty (30) days from the request from the claiming Party, the dispute shall be submitted by the most diligent Party to the International Court of Arbitration of the International Chamber of Commerce and such dispute shall be finally settled under the Rules of Arbitration of said International Chamber of Commerce by an arbitral tribunal composed by 1 (one) arbitrator appointed according said Rules. The arbitration procedure and award shall be in English language and the seat of the arbitration shall be Geneva, Switzerland. The arbitration award shall be final and biding on both Parties and subject to no appeal and shall deal with the question of the costs of arbitration and all matters related thereto.

Nothing contained herein shall be deemed or construed as limiting either Party’s right to seek, from any court of competent jurisdiction, a temporary restraining order, preliminary injunction or other interim relief to protect its rights under this Agreement regarding any infringement of intellectual property right or breach of confidentiality obligation.

**IN WITNESS WHEREOF**, the authorised representatives of the Parties have signed this Agreement as of the date first written above.

*Signature page to follow*

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| For and on behalf of **EDF** |  |
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Name: **Mr. Renaud Crassous**

Title:  **NUWARD™ SMR Project Director**

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| For and on behalf of **SUJB** | For and on behalf of **SURO** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature) |

Name: Ms. Dana Drabova Name: Mr. Aleš Froňka

Title: SUJB chairwomanTitle: Institute director

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| For and on behalf of **STUK** | For and on behalf of **VTT** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(signature) |

Name: **[●]** Name: [●]

Title:  **[●]** Title: [●]