**NON DISCLOSURE AGREEMENT**

Between

**Centrum dopravního výzkumu, v. v. i.**

Líšeňská 33a

636 00 Brno

ID: 44994575

represented by Ing. Jindřich Frič, Ph.D., CDV Director

hereinafter referred to as "CDV",

 on the one hand,

and

**Kayaku Safety Systems Europe a.s.,**

a Company registered under the law of Czech Republic,

having its headquarter at Bobrky 2271, CZ -75501 Vsetin (Czech Republic)

ID: 251 14 638

represented by Mr. Akinori Kanno, acting as president of Kayaku Safety Systems Europe a.s. and the Chairman of the Board of Directors

hereinafter referred to as "KSE",

on the other hand,

“CDV” and “KSE” being referred in this Agreement individually as “Party” and together as “Parties”

Witnesseth:

Whereas CDV is engaged in activities in the field of studies disciplines, such as road traffic safety, technology of construction, maintenance, repair and reconstruction of transport infrastructure - including geotechnical aspects and transport construction diagnostics. Further, it deals with the impact of transport and its infrastructure on the environment, transport economy, multimodal transport, traffic psychology, traffic education, transport demand modelling, geographic information systems, dispatching and parking systems and telematic control systems. It also focuses on smart mobility and new technologies, such as e.g. autonomous systems and other challenges for transport in the future.

Whereas KSE is engaged in activities in the field of pyrotechnic charges, GTMS initiators, PLSQ initiators, Micro Gas Generators (pin type or lead wire type), fuse heads and pyrotechnic actuators used in Active Protection Systems in automotive industry.

Whereas CDV and KSE are entering into confidential collaboration to design, develop and produce of actuator for active headrest system for automotive industry.

Whereas for the above purposes the Parties need to exchange information as defined here in below and are willing to protect the said information by the means of a Non Disclosure Agreement,

Now therefore in consideration of the premises and the mutual covenants hereinafter contained, the Parties herein agree as follows:

1. For the purposes of this Agreement "Proprietary Information" shall mean all data, drawings, films, documentation and information of all kinds and in whatsoever form disclosed by one Party (hereinafter referred to as "the Transmitting Party") to the other Party (hereinafter referred to as "the Receiving Party") pursuant to this Agreement and which is clearly identified by the Transmitting Party as confidential by an appropriate legend, or if orally disclosed then within thirty (30) days of such oral disclosure identified in writing by the Transmitting Party as such; all protections and restrictions as to use and disclosure of Proprietary Information shall apply to all orally disclosed Proprietary Information during any such period of thirty (30) days.

In particular, the Parties agree to keep confidential the fact that negotiations are taking place between them and each of the Party will use its best endeavors to ensure that this information remains confidential, unless und until agreed otherwise by the Parties.

All the restrictions of this Agreement shall apply to a compilation of Proprietary information if the compilation is confidential or secret and not generally available or already in possession of the receiving party, notwithstanding that parts of the compilation are generally available or are already in the possession of the receiving Party.

1. The duration of the confidentiality shall be 10 (ten) years from the date of disclosure of the Proprietary Information by the Transmitting Party. Each Party undertakes to hold in confidence any and all Proprietary Information as defined in Article 1 herein before, supplied by or acquired from the other Party.
2. Each Party agrees that it will disclose the Proprietary Information to only the permanent members of its corporation and for the only purpose of this Agreement. Each Party shall require from its personnel cleared to have access to the Proprietary Information, the compliance with the provisions of the present Agreement. Each Party will be responsible for that compliance.
3. Each Party to the extent of its right to do so shall only disclose to the other Party any Proprietary Information, which seems appropriate to the Transmitting Party to fulfill the objectives of this Agreement.
4. The obligations of this Non-Disclosure Agreement shall not apply to information which are :

 a) known by the Receiving Party at the date of signature of this Agreement or before disclosing by the Transmitting Party ; the Receiving Party having to prove that fact to the Transmitting Party.

 b) now or becoming available to the public otherwise than by breach of this Agreement by either Party.

 c) communicated to either Party by a third party rightfully and without any obligation of confidence.

 d) disclosed with the written approval of the Transmitting Party.

 The recipient Party will have to prove these facts.

1. The execution of this Agreement does not grant any proprietary right to a Party, either expressly or by implication or otherwise any license under or title in any invention or patent or copyright now or hereafter owned by the other Party.
2. Neither this Agreement, nor any interest herein, may be assigned, in whole or in part by either Party without the prior written consent of the other Party hereto, except that without securing such prior consent, either Party shall have the right to assign this Agreement to any successor which results from a merger, consolidation, spin-off, or the acquisition of all of the entire business and assets of that Party.
3. The termination of this Agreement shall be 10 years from November 4, 2021, unless extended in writing by mutual agreement. The Receiving Party will, upon request of the Transmitting party and/or at the date of termination of this Agreement return all Proprietary Information to the Transmitting Party.
4. Any dispute that may arise out this Agreement, which cannot be amicably settled, shall be submitted to the Court Vsetin in accordance with the Czech laws.
5. This Agreement, rights, obligations and legal relationships arising therefrom are governed by the laws of the Czech Republic.

Made in Vsetin in two originals

For: CDV For: KSE

By: By:

Date: 30.8.2022 Date: 5.9.2022