

NON-DISCLOSURE AGREEMENT

between

Bowas-Induplan Chemie Ges.m.b.H.

Sterneckstrasse 55

5020 Salzburg

Austria

– hereinafter called "**B-IP**" –

and

Explosia a.s.

Semtín 107

530 02 Pardubice

Česká republika/Czech Republic

- hereafter called "**EXPLOZIA**" -

hereafter collectively called „PARTY/PARTIES“

Preamble

WHEREAS B-IP is an engineering company, specialized in the design, planning and construction of plants for the chemical and explosives industry as well as for environmental protection facilities.

WHEREAS EXPLOSIA is a state-owned joint-stock company engaged in the production, testing and research of explosives, propellants and other energetic materials.

WHEREAS both PARTIES intend to cooperate on certain fields for mutual benefit and to discuss some topics about EXPLOSIA investment for future.

WHEREAS in the cooperation of both PARTIES confidential information will be exchanged between the PARTIES.

NOW THEREFORE the PARTIES wish to conclude the following NON-DISCLOSURE-AGREEMENT.

1. During and in connection with the cooperation between the PARTIES it is necessary and desirable that the PARTIES disclose certain proprietary and confidential information concerning certain technology, know-how, data, and/or other proprietary and confidential information. "Confidential Information" shall mean information, developments, technical data or know-how including, but not limited to, inventions, processes, designs, drawings, lists of customers, engineering, marketing or finances disclosed by a PARTY either directly or indirectly, voluntarily or involuntarily, in writing, orally, or by drawings or inspection of parts or equipment.
2. The PARTIES hereby agree not to disclose "Confidential Information" of the disclosing PARTY to any person or entity and agree to use reasonable care to safeguard the confidentiality of the "Confidential Information", but in no event less than the same degree of care they use to protect their own confidential and proprietary information of similar importance.
3. The PARTIES agree not to use "Confidential Information" for their own use or for any other purpose except for the cooperation with the disclosing PARTY.

The PARTIES agree except with the disclosing PARTY's prior written consent not to disclose the "Confidential Information" to any third parties, except to employees of the receiving PARTY who are required to have the "Confidential Information" for the collaboration with the disclosing PARTY and who are bound to confidentiality by their employment contracts.

4. The secrecy obligation mentioned in clauses 1, 2, and 3 does not apply to any information of which the receiving PARTY can prove by written documents that it was known to it at the time of disclosure and
 - was not disclosed to it by a third party breaching any secrecy obligation,
 - is generally available to the public through no fault of the receiving PARTY,
 - was received by the receiving PARTY under no obligation of secrecy from a third party which did not receive it directly or indirectly from the disclosing PARTY,
 - was independently developed by the receiving PARTY, or
 - is disclosed pursuant to the provisions of a court order.

5. Any "Confidential Information" and materials and any derivatives (e.g. intellectual property rights) thereof created by the PARTIES shall remain the property of the disclosing PARTY and nothing contained herein shall be construed as giving the receiving PARTY any license or rights with respect to any information or material which may be disclosed to it including "Confidential Information" during the cooperation with the disclosing PARTY. The receiving PARTY shall not make copies of any "Confidential Information" without the prior written consent of the disclosing PARTY. The receiving PARTY shall return or destroy, providing written proof, to the disclosing PARTY promptly at its request all "Confidential Information" along with all copies made thereof and all documents or things containing any portion of any "Confidential Information".
6. Any "Confidential Information" will be provided by the disclosing PARTY on an "as is" basis without, but not limited to, any warranty regarding to the "Confidential Information's" fitness for any purpose, quality, merchantability or otherwise.
7. In case of a material breach by the receiving PARTY of this NON-DISCLOSURE AGREEMENT the disclosing PARTY shall be entitled to equitable relief and hold the receiving PARTY harmless from and against any loss or damage caused thereby, and the disclosing PARTY shall be entitled to injunctive relief or any similar remedy under applicable law in order to immediately stop and prevent any further or additional breach of this Non-Disclosure Agreement.
8. This NON-DISCLOSURE-AGREEMENT shall come into force from the day of last signature (the "Effective Date") and will remain in full force and effect for a term of XXX (XXX) years from its "Effective Date". The secrecy obligation under this NON-DISCLOSURE-AGREEMENT shall, however, survive the expiration or termination of this NON-DISCLOSURE-AGREEMENT and shall remain binding as long as the "Confidential Information" has not become part of public domain, for which the receiving PARTY has the burden of proof.
9. All disputes in connection with this NON-DISCLOSURE-AGREEMENT shall be settled through good faith negotiations. In case a settlement cannot be reached within XXX (XXX) days after commencement of the discussions by written notice from one PARTY to the other, the dispute shall be submitted for arbitration.

The arbitration shall take place in Zurich, Switzerland and be conducted in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The tribunal shall be composed of 1 member. The Swiss substantial law shall govern the Contract. The language for such arbitration shall be English

10. The receiving PARTY shall not contest the ownership of the disclosing PARTY's know-how.
11. The provision of this NON-DISCLOSURE AGREEMENT may not be modified, amended, nor waived, except by a written instrument duly executed by the PARTIES hereto. The requirement of written form can only be waived in writing.
12. In the event any provision of this NON-DISCLOSURE-AGREEMENT is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of any of the remaining provisions shall not in any way be affected or impaired. In this event, the PARTIES shall substitute the invalid, illegal or unenforceable provision by a valid one, which as closely as possible achieves the economic purpose of the invalid, illegal or unenforceable provision.

Two identical copies of this NON-DISCLOSURE-AGREEMENT have been made, executed and exchanged.

Understood and agreed:

for
BOWAS-INDUPLAN CHEMIE Ges.m.b.H.

for
EXPLOSIA a.s.

Name: XXX

Title: XXX

Date:

Name: XXX

Title: XXX

Date:

The

Name: XXX

Title: XXX

Date: