

# AGREEMENT ON NON-DISCLOSURE AND THE PROTECTION OF INFORMATION AND MATERIALS

DATE: 30/10 2023

**Explosia a.s.**, company ID number: 252 91 581, registered office: Pardubice – Semtín 107, Postal Code: 530 02, entered in the Commercial Register kept at the Regional Court in Hradec Králové, Section B, Entry 1828 (“**Disclosing Party**”), and **DOTT.MARIANO PRAVISANI & C. Srl** Societa Unipersonale, company ID number: IT00018160309, registered office: Viale Grado, 45/B 33050 Pavia di Udine, Italy, entered in the Italian Chamber of Commerce (the “**Receiving Party**”), (Disclosing Party and the Receiving Party are hereinafter jointly referred to as the “**Parties**”) have concluded this agreement (hereinafter the “**Agreement**”)

## 1. Definitions

In this Agreement, the term “**INFORMATION**” means any information from the Disclosing Party disclosed in any way to the Receiving Party, about the Disclosing Party providing such information, about its branches and related parties or third parties and its business, know-how, production procedures, products and their composition, technical data and drawings, analyses, forecasts, current and planned projects, plans, assets, all intellectual property, including patents and industrial designs, financial and marketing information and data, employees and business partners, the content of business meetings, current or impending disputes and administrative proceedings and any other non-public information that the Receiving Party learns of in connection with a future, planned or already concluded contractual or actual relationship between the Parties or in any other way, including the conditions of this Agreement. Confidential **INFORMATION** means all the aforementioned information that was disclosed to the Receiving Party by the Disclosing Party (or related parties) also in writing or electronically, even if it cannot be regarded as a trade secret within the meaning of Section 504 of Act No. 89/2012 Coll, the Civil Code, or if it is not expressly designated as confidential, whether it has an actual material or non-material value or not and whether the relevant contract is concluded between the Parties or not. Information disclosed by another entity is also regarded as **INFORMATION** if the Receiving Party that received it could and should have assumed a legitimate interest of the Disclosing Party in its protection, even if the **INFORMATION** was subsequently altered by the Receiving Party.

The term **INFORMATION** is also regarded as including any information about the premises of Explosia a.s., in particular information about the spatial distribution of individual spaces and workplaces, their mutual connection and any other relationship, information about security and the protection of all space and workplaces owned or used by Explosia a.s. On the premises of Explosia a.s., the Receiving Party undertakes to always move around only the permitted parts of routes and to enter premises of Explosia a.s. only for the purpose of negotiating on a specific project or its implementation and to ensure compliance with the prohibition against making audio and visual records (e.g. using photographic, film, audio or magnetic equipment) and the prohibition against taking in equipment able to make records, and to comply with the internal regulations of Explosia a.s. concerning movement and work on its premises, in particular, but not limited to Directive OS XXX. If the Receiving Party is moving around the premises of XXX., it is obligated to ensure compliance with the internal regulations of XXX, that are available at XXX.

The term “**MATERIAL**” includes any material, report, agreement, accounting, legal or business document, drawing, photograph, computer-readable format or medium, or other document provided in connection with the performance of this Agreement that is owned by the Disclosing Party.

The term “**Employee**” includes all employees, cooperating persons and contractors of the Receiving Party, attorneys, representatives and any other person with authorisation from the Receiving Party (including, for example, attorneys-at-law, accountants, auditors and financial advisors) with regard to a future or already-concluded contractual relationship.

## 2. Use of INFORMATION

The Receiving Party agrees and undertakes that (a) it will secure and keep secure all **INFORMATION/MATERIALS** provided to it, in particular if they are marked “Confidential”, and make access to them impossible for third parties; (b) it will not use any **INFORMATION/MATERIALS** in a way other than that necessary in connection with a future or an already-concluded contractual or actual relationship and will not use them in conflict with this Agreement; (c) it will refrain from making any records or copies of **INFORMATION/MATERIALS** and will not let anybody make a copy, unless it is necessary to meet its contractual obligations towards the other Disclosing Party and unless it was approved in writing by the Disclosing Party and (d) it will restrict access to **INFORMATION/MATERIALS** to those **Employees** that may reasonably request them in connection with a future or an already-concluded contractual relationship with the Receiving Party. The Receiving Party is obligated to comply with the relevant provisions of legislation on personal data protection.

At the same time, the Disclosing Party does not accept any liability (for whatever legal reason) or guarantee for the correctness and completeness of **INFORMATION**.

## 3. Non-disclosure of INFORMATION to Third Parties

The Receiving Party will maintain confidentiality and will not communicate **INFORMATION** or disclose **MATERIALS** to any other person or entity, with the exception of persons or entities authorised in accordance with this Agreement and will take all the necessary measures regarding compliance with this duty. The Receiving Party will promptly notify in writing the Disclosing Party of any request of a third party, court or administrative body for the publication of **INFORMATION/MATERIAL** and/or a breach of the duty of confidentiality by any person. The Receiving Party will cooperate with the Disclosing Party in an attempt to protect **INFORMATION/MATERIALS** from publication. The Disclosing Party is entitled to check the extent and state of security measures adopted by the Receiving Party to comply with its obligations in accordance with this Agreement and the Receiving Party is obligated to promptly correct any shortcomings ascertained when protecting **INFORMATION/MATERIALS**.

The Receiving Party will ensure the transfer of the duty of confidentiality to the full extent of this Agreement also to **Employees** (as they are defined above) and any other persons in a legal or actual relationship with the Receiving Party that contribute to the realisation of cooperation between the Parties and have access to the **INFORMATION**. At the same time, the Receiving Party undertakes that it will restrict access to the

INFORMATION to those persons that reasonably request it in connection with such cooperation. For a breach of the duty of confidentiality by the aforementioned third parties the Receiving Party cooperating with it is always liable and the Disclosing Party is entitled, instead of such persons, to exercise its rights directly towards the Receiving Party. The Receiving Party is obligated to disclose, at the request of the Disclosing Party, the names of persons with access to the INFORMATION in accordance with the previous sentence, including a statement of its extent.

The Receiving Party shall be liable to the Disclosing Party for any damages caused by the Receiving Party's or Employee's breach of its obligations under this Agreement. Without prejudice to any other remedies provided by applicable law, the Receiving Party shall fully indemnify the Disclosing Party for all actual damages and lost profits incurred by the Disclosing Party as a result of the Receiving Party's breach of this Agreement or any laws or regulations relating to the protection of confidential information and as a result of the acts or omissions of the Employee, which shall be duly proved and documented by the Disclosing Party.

The Disclosing Party is, in the event of a breach of this Agreement by the Receiving Party, entitled to withdraw from all contracts concluded with the Receiving Party.

For the avoidance of doubt, in the event of a breach of the Receiving Party's obligations in the handling of the INFORMATION/MATERIALS, the Disclosing Party shall have claims against the Receiving Party within the scope of the provisions of Section 2988 of the Civil Code, regardless of the nature of the INFORMATION/MATERIALS or the conduct by which the breach occurred.

#### **4. Ownership and Return of MATERIALS/INFORMATION**

All MATERIALS are and will remain the property of the Disclosing Party. The Disclosing Party may, at any time during this Agreement or after its termination, request that all the MATERIALS handed over or parts thereof are immediately returned or (if return is not possible) destroyed or impaired and the Receiving Party is obligated to promptly comply with such request, but within no more than five days, and, in the case of destruction/impairment, inform the Disclosing Party of the method of destruction or impairment.

The provision and disclosure of INFORMATION does not establish for the Receiving Party any right to a licence, trademark, patent, right of use or dissemination of copyright work, or any other intellectual or industrial property right.

#### **5. Access by Employees**

Before disclosure of INFORMATION/MATERIALS to any Employee, the Receiving Party will inform each such Employee of the ownership and confidential nature of INFORMATION/MATERIALS and of the Receiving Party's obligations in accordance with this Agreement and, where possible, will conclude a similar agreement with the Employee. Also, with regard to the fact that it permitted such access, the Receiving Party agrees that it will be and will remain fully liable for any disclosure by any such Employee that is not in accordance with this Agreement.

#### **6. Exceptions**

The obligations contained herein do not apply to:

(a) INFORMATION that is or later becomes publicly known without a breach of this Agreement; (b) INFORMATION communicated to the Receiving Party in good faith by a third party authorised to communicate it in a lawful manner; (c) INFORMATION disclosed as required from the Receiving Party by the law; or (d) INFORMATION disclosed by the Receiving Party based on the previous written consent of the Disclosing Party.

If a Receiving Party is required to disclose Confidential Information of the Disclosing Party to comply with applicable law or regulation, or with a court or administrative order, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Any such disclosure shall be limited to the extent required, and shall be subject to confidentiality protections to the extent reasonably practicable.

#### **7. Miscellaneous**

The Parties' rights and obligations in accordance with this Agreement are binding on their successors. If any provision of this Agreement is or becomes ineffective or invalid, all the other provisions hereof will remain fully valid and effective and the ineffective or invalid provision will be replaced by another provision valid in a form and content complying, as much as possible, with the purpose and sense of the ineffective or invalid provision. No changes, alterations or supplementations of this Agreement will be valid, if they are not in writing and signed by a representative of each Party.

This Agreement is governed by Czech law, excluding the application of conflict rules.

The Parties have agreed that all disputes arising from this Agreement will preferentially be resolved amicably. If a dispute cannot be resolved amicably and unless agreed otherwise, the Parties undertake to submit the dispute for a court decision in the Czech Republic to the relevant court having the jurisdiction over the registered office of the Disclosing Party.

#### **8. Effect of Agreement**

This Agreement replaces all previous arrangements of the Parties regarding the above, comes into force on the day it is signed by the Parties and into effect on XXX and is concluded for a period of [XXX years]. If a duty of publication in a Czech contracts register applies to the Agreement, it comes into effect as from the day of its publication in this contracts register; in such case the Receiving Party expressly agrees to its publication. To avoid any doubts, the Receiving Party declares that the Disclosing Party is entitled to publish this Agreement to an extent that it regards as appropriate to meet its statutory duty and it is not bound in this regard by any instructions of the Receiving Party.

The duty to maintain confidentiality about the INFORMATION in accordance with this Agreement survives termination of any contractual or actual relationship between the Parties for XXX (XXX) years.

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