

**CONFIDENTIAL  
SUBJECT TO CONTRACT**

CONFIDENTIALITY AGREEMENT

DATED [●] 2023

KOMERČNÍ BANKA, A.S.

AND

EXPORTNÍ GARANČNÍ A POJIŠŤOVACÍ SPOLEČNOST, A.S.

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RELATING TO

[REDACTED]

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**THIS CONFIDENTIALITY AGREEMENT** (the "**Agreement**") is made on [●] 2023

**BETWEEN:**

- (1) **Komerční banka, a.s.**, a bank incorporated and existing under Czech law, with its registered office at Na Příkopě 33 čp. 969, Prague 1, Postal Code 114 07, Czech Republic, identification no. 453 17 054, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. B 1360 ("**KB**"), as provider (the "**Provider**"); and
- (2) **Exportní garanční a pojišťovací společnost, a.s.**, a company incorporated and existing under Czech law, with its registered office at Vodičkova 34/701, Prague 1, Postal Code 111 21, Czech Republic, identification no. 452 79 314, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. B 1619, as recipient (the "**Recipient**").

**RECITALS:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- (E) [The Recipient expressed an interest in the content of the Facilities Agreements, in connection with its potential role as a creditor in the Proceedings in order to evaluate its position.
- (F) The Provider wishes to regulate the use and preserve the confidentiality of the Confidential Information (as defined below), in accordance with:
  - (a) paragraph (a)(ii) of clause 36.2.1 of the [REDACTED] and

(b) paragraph (a)(ii) of clause 35.2.1 [REDACTED]

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 Definitions

In this Agreement:

**"Confidential Information"** means all information relating to [REDACTED] the Facilities Agreements, the Finance Documents or a Facility of which the Recipient becomes aware or which is received by the Recipient from the Provider or any of its advisers or affiliates in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (a) is or becomes public information other than as a direct or indirect result of any breach by the Recipient of this undertaking; or
- (b) is identified in writing at the time of delivery as non-confidential by [REDACTED], the Provider or any of its advisers or affiliates; or
- (c) is known by the Recipient before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by the Recipient after that date, from a source which is, as far as by the Recipient is aware, unconnected with [REDACTED] and which, in either case, as far as the Recipient is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

**"Contract Registry Act"** means the Czech Act No. 340/2015 Coll., on the special requirements for the effectiveness of certain contracts, the disclosure of these contracts and their registration, as amended;

**"Contract Registry"** means the contract registry (in Czech *registr smluv*) established and maintained pursuant to Section 4 of the Contract Registry Act;

**"Facilities Agreements"** means the [REDACTED], and a **"Facilities Agreement"** means any of them;

**"Parties"** means the Provider and the Recipient, and a **"Party"** means any of them; and

[REDACTED]

1.3 Incorporation of terms

Unless stated otherwise in this Agreement or unless the context otherwise requires, capitalized terms shall have the meaning ascribed to them in the [REDACTED] and/or [REDACTED], if and as applicable. In case of any conflict between the [REDACTED] and the [REDACTED] shall prevail.

2. CONFIDENTIALITY UNDERTAKINGS

2.1 In consideration of the Provider agreeing to disclose Confidential Information to the Recipient, the Recipient undertakes to the Provider that it shall:

- (a) keep all Confidential Information which the Provider supplies to the Recipient in relation to the Facilities Agreements confidential and not to disclose it to anyone, save to the extent permitted by paragraph 2.2 (*Disclosure*) below; and
- (b) ensure that all Confidential Information which the Provider supplies to the Recipient in relation to the Facilities Agreements is protected with security measures and a degree of care that would apply to the Recipient's own confidential information.

2.2 Disclosure

- (a) The Recipient expressly agrees that once any of the Facilities Agreements, or any other Confidential Information, is disclosed it shall, notwithstanding undertakings under this Agreement, adhere to, and further disclose the Confidential Information only pursuant to, the terms of (i) clause [REDACTED] of the [REDACTED] and (ii) clause [REDACTED].
- (b) For the avoidance of any doubts the Parties confirm that in accordance with (i) clause [REDACTED]  
[REDACTED], the Recipient shall be authorised to disclose Confidential Information to any members of its governing bodies, management, employees, advisors, auditors and partners, which the Recipient considers suitable, provided that any person to which the Confidential Information is to be disclosed enters into the confidentiality undertaking substantially in form similar to this Agreement; the obligation to enter into such confidentiality undertaking does not apply if the recipient is bound by the obligation to maintain confidentiality or by any other requirements to maintain confidentiality in relation to Confidential Information.

2.3 The Recipient agrees to inform the Provider:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to (i) clause [REDACTED] and [REDACTED]

2.3.2 as soon as reasonably practicable after becoming aware that Confidential Information has been disclosed in breach of this Agreement.

### 3. MISCELLANEOUS

3.1 This Agreement is entered into in connection with, and for the purposes of, fulfilment of KB's obligations under:

(a) paragraph (a)(ii) of clause [REDACTED] and [REDACTED]

(b) paragraph (a)(ii) of clause [REDACTED].

3.2 This Agreement may only be amended or terminated by agreement between the Parties by written amendments. Any unilateral waiver of rights under this Agreement must be in writing.

3.3 Notwithstanding the clause 3.2 above, this Agreement shall be terminated solely in relation to any and all Confidential Information regarding [REDACTED], the Recipient acquires rights in accordance with [REDACTED] and in connection with the terms of the [REDACTED]

### 4. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

### 5. GOVERNING LAW


This Agreement and any non-contractual obligations arising out of or in connection with it are governed by Czech law.

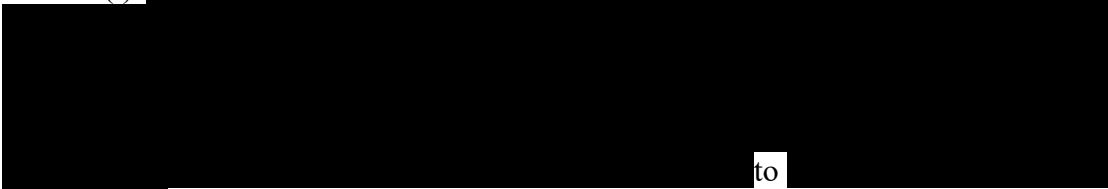

### 6. DISPUTE RESOLUTION

The Parties have agreed that any dispute between them, any contentious claims, issues and non-contractual obligations arising in connection with this Agreement (including their validity, effect and interpretation) will be decided by the relevant court in the Czech Republic.

7. **CONTRACT REGISTRY - DISCLOSURE**

7.1 The Recipient confirms that it is an entity listed in Section 2(1)(m) of the Contract Registry Act therefore, the obligation to disclose this Agreement pursuant to the Contract Registry Act applies to it.

7.2 The Parties agree that this Agreement may be disclosed in the Contract Registry except for the (i) 

 to  and (iii) personal data of the authorised signatories of the Provider, which shall be redacted by the Recipient.

7.3 The Recipient shall redact this Agreement in accordance with clause 7.2 above and publish it in the Contract Registry without undue delay after the date of this Agreement.

**THIS CONFIDENTIALITY AGREEMENT** was entered into on the date stated at the beginning of this Agreement and shall become effective on the date of its disclosure in the Contract Registry.

**EXECUTION PAGES**

For and on behalf of **Komerční banka, a.s.**, as the Provider

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Position:

Position:

For and on behalf of **Exportní garanční a pojišťovací společnost, a.s.**, as the Recipient

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Position:

Position: