

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

DATE: 15/12 2023

**Explosia a.s.**, company ID number: 252 91 581, registered office: Pardubice – Semtín 107, Postal Code: 530 50, entered in the Commercial Register kept at the Regional Court in Hradec Králové, Section B, Entry 1828 (“**Explosia**”), and Roxel France, company ID number 384 125 050, registered office Avenue Gay Lussac - 33160 Saint Médard en Jalles, France, entered in the Registre du Commerce et des Sociétés de Bordeaux \_\_\_\_\_ (the “**Contractual Partner**”), (Explosia and the Contractual Partner are hereinafter jointly referred to as the “**Parties**”) have concluded this agreement (hereinafter the “**Agreement**”)

WHEREAS the Parties are negotiating on the entering into a commercial relationship and possible cooperation on specific projects and for this reason it is possible that they will share with each other some information that they regard as confidential and sensitive, both Parties are interested in such shared information being protected from abuse already from the stage of negotiations, as well as in the case of the conclusion of a specific contract or in the event that such contract is not concluded.

THE PARTIES HAVE AGREED ON THE FOLLOWING:

## 1. Definitions

In this Agreement, the term “**INFORMATION**” means any information from one of the Parties disclosed in any way to the other Party, about the 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 other 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 recipient by its provider (or related parties) also in writing or electronically, even if it cannot be regarded as a trade secret within the meaning of Directive (EU) 2016/943, 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 Party that received it could and should have assumed a legitimate interest of the other Party in its protection, even if the **INFORMATION** was subsequently altered by its recipient.

The term **INFORMATION** is also regarded as including any information about the premises of each Party, 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 each Party. On the premises of a Party, the other Party undertakes to always move around only the permitted parts of routes and to enter premises of the Party 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 the Party concerning movement and work on its premises, in particular, but not limited to Directive OS XXX . If the other

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 a Party.

The term “**Employee**” includes all employees, cooperating persons and contractors of the Parties, attorneys, representatives and any other person with authorisation from the Parties (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 Parties agree and undertake that (a) they will secure and keep secure all **INFORMATION/MATERIALS** exchanged/ provided between them, in particular if they are marked “Confidential”, and make access to them impossible for third parties; (b) they 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) they 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 contractual obligations towards the other Party and (d) they 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 relevant Party. The recipient of **INFORMATION/MATERIALS** is obligated to comply with the relevant provisions of legislation on personal data protection.

At the same time, the Parties do 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 Parties 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. Each of the Parties will promptly notify in writing the other 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. Each of the Parties will cooperate with the other Party in an attempt to protect **INFORMATION/MATERIALS** from publication.

The Parties are entitled to check the extent and state of security measures adopted by the other Party to comply with its obligations in accordance with this Agreement and the Parties are obligated to promptly correct any shortcomings ascertained when protecting **INFORMATION/MATERIALS**.

A 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 Party that contribute to the realisation of cooperation between the Parties and have access to the

INFORMATION. At the same time, the Parties undertake that they 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 Party cooperating with it is always liable and the affected Party is entitled, instead of such persons, to exercise its rights directly towards the other Party. A Party is obligated to disclose, at the request of the other Party, the names of persons with access to the INFORMATION in accordance with the previous sentence, including a statement of its extent.

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

All MATERIALS are and will remain the property of the Party that handed them over or disclosed them to the other Party. A 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 other Party is obligated to promptly comply with such request, but within no more than XXX days, and, in the case of destruction/impairment, inform the other Party of the method of destruction or impairment.

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

Ownership of all INFORMATION which the Parties transmit to each other under this Agreement shall, subject to the rights of third parties, belong to the Party from which it originated.

#### 5. Access by Employees

Before disclosure of INFORMATION/MATERIALS to any Employee, the Parties will inform each such Employee of the ownership and confidential nature of INFORMATION/MATERIALS and of the Parties' obligations in accordance with this Agreement and, where possible, will conclude a similar agreement with the Employee. Also, with regard to the fact that they permitted such access, the Parties agree that they will be and will remain jointly and severally 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 other Party in good faith by a third party authorised to communicate it in a lawful manner; (c) INFORMATION disclosed as required from a Party by the law; or (d) INFORMATION disclosed by a Party based on the previous written consent of the other Party.

#### 7. Miscellaneous

Explosia a.s.

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XXX

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XXX

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 Swiss Law and shall be conducted in English, 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 final settlement under the Arbitration Rules of the Court of Arbitration at the Polish Chamber of Commerce in Warsaw in force on the date of commencement of the proceeding by an arbitrator or arbitrators appointed in accordance with the said Rules.

Each Party declares that it will comply with all applicable national export and import control laws in connection with the activities contemplated by this Agreement and during its performance. All Confidential Information subject to an export control regime disclosed by either Party under this Agreement will be identified as such by the disclosing Party at the time of disclosure.

The Parties also undertake not to export, transfer and/or re-transfer any Confidential Information of the other Party subject to the export control laws and regulations of any country concerned unless specifically authorized by the owning Party and the Authority of the country(ies) concerned or permitted by the laws of such country(ies) concerned.

#### 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].

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.

Roxel France