

MULTILATERAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter the "Agreement") is effective starting on the day of the last signature of this agreement.

Among

theion GmbH,

a corporation duly organized under the laws of the Federal Republic of Germany,
having its principal office at Gerhard-Sedlmayr-Str. 31, 12487 Berlin, Germany
(hereinafter referred to as **THEION**)

And

Technical University of Liberec, Faculty of Mechatronics, Informatics and Interdisciplinary Studies

having its official address at Studentská 1402/2, 460 01 Liberec 1, Czech Republic
(hereinafter referred to as **TUL**)

individually or collectively referred to as "Party" or "Parties".

PREMISES

Whereas, the Parties desire to exchange certain Proprietary Information on battery technologies owned by THEION, for the purpose of cooperating in *confidential information* (hereinafter referred to as the "Purpose").

Whereas, the Parties wish to set forth the conditions of disclosure of such Proprietary Information and the rules governing its use and protection,

Therefore, the Parties agree as follows:

1. Definition

- 1.1 For the Purpose of this Agreement "Proprietary Information" is defined as any information or data including but not limited to any reports, analyses, compilations, studies, interpretations, assumption, estimates, projections, forecasts, records, relating to the financial situation, customers, business strategy, prospects, marketing, planning, programming, technical, pricing, legal and other information, ideas, know-how, concept, designs, specifications and data, whether in written, electronic, photographic and/or other forms relating to and/or disclosed by or on behalf of the Disclosing Party to the Receiving Parties, pursuant to this Agreement. This also comprises all copies of said information, self-generated materials and data, as well as any extracts and summaries thereof.
- 1.2 Proprietary Information includes also information that is not generally known or readily available, either as a whole or in the precise arrangement and composition of its components, to persons who normally handle this type of information, and is therefore of economic value and is the subject of non-disclosure measures that are reasonable under the circumstances by its rightful owner and for which there is a legitimate interest

in non-disclosure. However, such information shall also be protected in the absence of reasonable protective measures.

- 1.3 Such Proprietary Information shall be clearly and conspicuously marked as confidential at the time of disclosure. Proprietary Information which is orally or visually disclosed may only be protected under this Agreement if it is identified as Proprietary Information at the time of disclosure and then confirmed in writing within thirty (30) days from such oral or visual disclosure.
- 1.4 "Disclosing Party" is the Party who either by itself or by an Affiliated Company discloses or makes available Proprietary Information to the respective other Party.
- 1.5 "Receiving Party" is the Party who receives or becomes aware of Proprietary Information either from the Disclosing Party or from an Affiliated Company of the Disclosing Party.
- 1.6 "Affiliates Companies" are legal entities, which exercise direct or indirect control over a Party of this Agreement ("Parent Companies"), or which are controlled directly or indirectly by a Party or its Parent Company. For the purpose of this definition, "Control" or "Controlling" shall mean to have, directly or indirectly, more than 50% of company shares or voting rights.

Each Party hereto, to the extent of its right to do so, shall disclose to the other Parties only such Proprietary Information deemed necessary to fulfil the Purpose of this Agreement.

Each Party shall ensure that the disclosure of Proprietary Information as contemplated under this Agreement is not contrary to any applicable laws and regulations.

2. Handling of Proprietary Information

The Parties obligations include the following:

- 2.1 All Proprietary Information disclosed will not be used, duplicated, in whole or in part by the Receiving Parties, for any purpose other than the Purpose of this Agreement, without the prior written consent of the Disclosing Party. The improper disclosure and use of the Proprietary Information is prohibited. This also applies if the Proprietary Information was obtained legally.
- 2.2 All Proprietary Information will be protected and kept in confidence by the Receiving Parties which shall use at least the same degree of care and safeguard as they use to protect their own Proprietary Information of like importance, said care shall be no less than reasonable care.
- 2.3 Each Party shall take reasonable precautions to prevent disclosure of the other Parties' Proprietary Information to other than those employees, within the Receiving Parties' organization, who have a need to know for the Purposes stated herein and shall ensure that such employees shall be bound by the provisions herein. Any release of Proprietary Information to any third party other than the Parties may be approved by the Disclosing Party prior to release if such disclosure is necessary in order to achieve the Purpose of this Agreement, the respective third party has agreed to an agreement not to make further disclosure and take reasonable precautions to prevent further disclosure, and is not a competitor to the Disclosing Party.

- 2.4 If a Party becomes aware of any leak concerning Proprietary Information of the Disclosing Party, it shall immediately inform the Disclosing Party trying then jointly to find a remedy to the situation. No Party shall be liable for the disclosure of Proprietary Information provided such disclosure occurs despite the exercise of the same degree of care as it usually takes to preserve and safeguard its own Proprietary Information of like importance or no less than reasonable care.

3. Use of proprietary information:

- 3.1 No License: The Parties agree that no license or other right to use Disclosing Party's Proprietary Information by Receiving Party other than as specifically provided for herein is granted and the Parties acknowledge that all Disclosing Party's Proprietary Information is owned by such Disclosing Party.
- 3.2 No Reverse-Engineering: Each Receiving Party shall not reverse-engineer (as described under Sect. 3 para. 1 no. 2 of the German Trade Secrets Act ("GeschGeG")), decompile, or disassemble any technical designs; e.g., drawings, components, or specifications disclosed, and shall not remove, overprint or deface any notice of confidentiality from any original or copy of any Proprietary Information disclosed.
- 3.3 Data, Samples, Drawings and Prototypes: Each Receiving Party agrees that it will not use any data, samples, drawings or prototypes for any purpose other than the purpose requested by such Disclosing Party.

4. Authorized Recipients of Proprietary Information

- 4.1 In accordance with the terms and conditions of this Agreement, it is expressly understood and agreed that the employees designated from time to time by each Party shall, on behalf of the respective Parties hereto, be the exclusive individuals authorized to receive and/or transmit Proprietary Information under this Agreement.
- 4.2 Each Party designate herewith the following address and person in its organization to receive and/or transmit Proprietary Information hereunder, and to be responsible for ensuring the observance of this Agreement:

confidential information
confidential information

- 4.3 Notices hereunder shall be deemed validly given if delivered by and /or sent by fax or post (registered mail, with proof of posting) to the above authorized persons at the address of the intended recipient as shown above, and shall be deemed effective upon the date of dispatch.
- 4.4 Any Party may change its respective authorized recipients by written notice to the other Parties.

5. Term and termination

- 5.1 The effective date of this Agreement shall be the date of the last signature.
- 5.2 This Agreement shall expire after 5 (five) years from its effective date, unless earlier terminated by any Party without liability at any time upon thirty (30) days' notice in writing to the other Party/ies).

- 5.3 The end or termination of this Agreement shall not relieve the Receiving Party(ies) from complying with the obligations imposed by Paragraph 2 therefore with respect to the use and protection of Proprietary Information received prior to the date of termination or expiry of this Agreement. Such obligations shall continue after the termination of this agreement, until both parties agree in writing that such obligation is outdated.
- 5.4 Any Proprietary Information disclosed by any Party to the other Party(ies) remains the property of the Disclosing Party and the Receiving Party(ies) shall, upon written request, return any Proprietary Information to the Disclosing Party along with any copies and/or derivatives made, or shall certify in writing that all such Proprietary Information have been destroyed. The Receiving Party(ies) may retain one archival copy of received Proprietary Information.
- 5.5 In such case that any responsible executive of THEION is replaced or THEION is merged into a third company/entity, the obligations arising from this NDA shall be transferred to the new executive and/or company/entity.

6. Limitation on protection of Proprietary Information

The obligations with respect to handling and using Proprietary Information as aforesaid in this Agreement are not applicable to Proprietary Information which the Receiving Party/ies can demonstrate by written evidence:

- (a) has come into the public domain prior to, or after the disclosure thereof and in such case through no fault of the Receiving Party/ies, or
- (b) was already or has become in the possession of the Receiving Party/ies without any obligation of confidentiality upon the Receiving Party/ies without violation of this Agreement, or
- (c) has been or is published without violation of this Agreement, or
- (d) is independently developed in good faith by the Receiving Party without recourse to the Confidential Information; or
- (e) is approved for release or use by written authorization of the Disclosing Party, or
- (f) is disclosed pursuant to the request of a Governmental or Jurisdictional Authority, in which case the Receiving Party/ies, subject to possible constraints of such Governmental or Jurisdictional Authority, shall immediately give the Disclosing Party a written notice of the above request and shall reasonably cooperate with the Disclosing Party in order to avoid or limit such disclosure.

7. Mutual Disclaimer

- 7.1 It is understood that this Agreement constitutes a Non-Disclosure Agreement only. It shall not be construed as a teaming, joint venture or other such arrangement. Nothing in this Agreement shall grant to any Party the right to make commitments of any kind for or on behalf of the other Parties without the prior written consent of the other Parties.
- 7.2 It is expressly agreed among the Parties that the disclosure and provision of Proprietary Information under this Agreement by any Party to the other shall not be construed as

granting to the Receiving Parties any rights, any express or implied by license or otherwise on the matters, inventions or discoveries to which such Proprietary Information pertains or any patent, copyright, trademark or trade secret rights.

- 7.3 Without restricting the generality of the foregoing, no Party makes any representation or warranties as to merchantability or fitness for a particular purpose of any Proprietary Information disclosed hereunder unless provided for otherwise in any definitive agreement entered into among the Parties.

8. Contractual Penalty

- 8.1 If the Receiving Party of the Proprietary Information or employees of the Receiving Party or other persons for whom the Receiving Party is liable pursuant to Sect. 31, 278, 831 of the German Civil Code ("BGB") fails to observe its obligations specified in this Agreement intentionally or negligently, the Parties agree on the payment of a Contractual Penalty by the Receiving Party to the Disclosing Party of the Proprietary Information in an appropriate amount, irrespective of fault, whereby the Disclosing Party of the Proprietary Information will determine the amount at its reasonable discretion within the meaning of Sect. 315 BGB and the appropriateness of the contractual penalty may be reviewed by the competent court in the event of a dispute.
- 8.2 The Disclosing Party shall also be entitled to recover further damages.
- 8.3 However, the payment of the penalty shall not be construed as a waiver of the Disclosing Party's rights arising out of this Agreement.

9. Miscellaneous

- 9.1 This Agreement represents the entire understanding and agreement of the Parties with respect to the Purpose and supersedes and terminates all prior representations, negotiations, commitments, undertakings, communications whether oral or written, acceptances, understandings and agreements among the Parties with respect to or in connection with any of the matters or things to which such Agreement applies or refers.
- 9.2 Nothing in this Agreement may be construed as compelling any Party hereto to disclose any Proprietary Information to the other Parties or enter into any further contractual relationships.
- 9.3 This Agreement and the rights and obligations hereunder may not be transferred or assigned by one Party without the prior written approval of the other Parties hereto.
- 9.4 The rights and obligations provided by this Agreement shall take precedence over specific legends or statements associated with Proprietary Information when received provided that nothing herein shall be deemed to replace, or prejudice, any security classification referenced on any part of the Proprietary Information.
- 9.5 No amendment or modification to this Agreement shall be binding or effective unless made in writing and signed on behalf of the Parties by their respective duly authorized representatives.
- 9.6 No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

10. Applicable Law and settlement of disputes

10.1 This Agreement shall be governed by and shall be interpreted in accordance with the Laws of Germany excluding its conflict of law provisions.

10.2 All disputes among two or more Parties in connection with or arising out of the existence, validity, construction, performance and termination of this Agreement (or any terms thereof) which the involved Parties are not resolving within thirty (30) days from the date of a written notice from one Party to the other Party/ies) to notify the existing dispute, shall be finally settled by the Courts of Berlin.

In witness whereof, each of the Parties has caused this Agreement to be executed in two (2) original copies by its duly authorized officers or representatives,

For: **theion GmbH**

Name: XXXXX

Title: CSO

Date: 7. 6. 2024

For: **Technical University of Liberec,
Faculty of Mechatronics,
Informatics and
Interdisciplinary Studies**

Name: XXXXX

Title: dean

Date: 10. 6. 2024

For: **theion GmbH**

Name: XXXXX

Title: CTO

Date: 10. 6. 2024
