

INDUSTRIAL COOPERATION PROJECT AGREEMENT

between
Lockheed Martin Global, Inc.
and
Fyzikální ústav AV ČR, v. v. i.
and
ONE3D, S.R.O.
and
Prvni brnenska strojirna Velka Bites, a.s.

This Industrial Cooperation Project Agreement (hereinafter “Agreement”) is made and entered into by and between **Lockheed Martin Global Inc. (“LMGI”)**, a corporation organized under the laws of the State of Delaware. U.S.A., with offices located at 1 Lockheed Boulevard, Fort Worth, Texas 76108, USA, and **Fyzikální ústav AV ČR, v. v. i. (“FZU - HiLASE”)**, a public research institution organized under the laws of the Czech Republic with offices located at Na Slovance 1999/2, 182 00 Prague 8, Czech Republic, and **ONE3D, S.R.O. (“ONE3D”)**, a limited liability company organized under the laws of the Czech Republic with offices at Aditivni 1443/1, 789 85 Mohelnice, Czech Republic, and **Prvni brnenska strojirna Velka Bites, a.s., (“PBS”)**, a joint stock company organized under the laws of the Czech Republic with offices at Vlkovska 279, 595 01 Velka Bites, Czech Republic. LMGI, FZU – HiLASE, ONE3D and PBS may each be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, the Czech Republic Ministry of Defence (MoD”) has entered into a Letter of Offer and Acceptance (“LOA”) with the United States Government (“USG”) to acquire F-35 aircraft produced by LMGI’s parent company, Lockheed Martin Corporation (“LMC”), acting through its Aeronautics business area (“LM Aero”), hereinafter referred to as the “Aircraft Program”.

WHEREAS, in connection with the Aircraft Program, the MoD and LM Aero have executed an Industrial Cooperation Agreement (“ICA”) under which LM Aero agreed to implement a specific list of industrial cooperation projects in the Czech Republic; and

WHEREAS, one of the projects identified in the ICA involves the research, development and qualification of an alternative manufacturing process for the Integrated Power Package (“IPP”) exhaust screen (“IPP Screen”) for the F-35 aircraft, as described in this Agreement and its Attachment A Statement of Work (“SOW”); and

WHEREAS, FZU – HiLASE, ONE3D and PBS (collectively referred to as “the Czech Parties”) were selected to perform this Project due to their respective capabilities in the areas of [REDACTED];

NOW, THEREFORE, in recognition of the foregoing premises, the Parties agree to cooperate with respect to the Project as follows:

1 PROJECT SCOPE, FUNDING AND PERFORMANCE

1.1 Using their respective capabilities mentioned above, the Czech Parties will work together [REDACTED] to [REDACTED]

develop and qualify an alternative manufacturing process for the IPP Screen (hereinafter referred to as "Project"). PBS will act as the "Czech Lead" for the Project. [REDACTED]

[REDACTED]. The scope of this Project [REDACTED].

1.2

[REDACTED], LMGI shall provide to the Czech Parties the funding described below, [REDACTED].

1.2.1

[REDACTED].

1.2.2

[REDACTED].

1.3

[REDACTED], the total amount of funding to be provided by LMGI to the Czech Parties for the Project is [REDACTED] U.S. Dollars. [REDACTED].

1.3.1

[REDACTED].

1.3.2

[REDACTED].

1.3.3

[REDACTED].

1.3.4

[REDACTED]

1.4 The Parties understand and agree that the Project

[REDACTED]

1.5

[REDACTED]

2 COOPERATION

2.1 In addition to performing the Project as described above and in the SOW, the Czech Parties will cooperate with LMGI

[REDACTED]. Such cooperation shall include, but not be limited to:

(a) timely furnishing to LMGI,

[REDACTED];

(b) timely executing and/or providing

[REDACTED];

(c)

[REDACTED]

[REDACTED]; and
(d) cooperating with LMGI in [REDACTED].

3 [REDACTED]

3.1 [REDACTED].

3.2 [REDACTED].

4 [REDACTED]

4.1 For purposes of this Agreement, the term [REDACTED] means [REDACTED].

4.2 [REDACTED].

4.3 [REDACTED].

5 COMPLIANCE WITH LAWS

5.1 **Anti-Corruption Laws.** In connection with this Agreement, the Parties shall comply with all applicable anti-corruption laws and regulations of the United States and the Czech Republic, including but not limited to the U.S. Foreign Corrupt Practices Act, as amended.

5.1.1 Without limiting the generality of the previous sentence, each Party represents and warrants that [REDACTED].

[REDACTED]

a) [REDACTED];

b) [REDACTED]; or

c) [REDACTED];

in order to: i [REDACTED], or ii) [REDACTED].

As used in this Article, the term "[REDACTED]" includes [REDACTED], and the term "[REDACTED]" includes the [REDACTED].

5.1.2 [REDACTED]

5.1.3 [REDACTED]

5.2 **Taxes and Duties.** Each Czech Party shall timely pay any taxes, duties or other levies, including but not limited to Value Added Tax (VAT) and customs duties, which may be imposed by any government agency in the Czech Republic in connection with the performance of the relevant Czech Party's portion of the Project. Each Czech Party shall be

the importer of record for all equipment and material being imported into the Czech Republic in connection with that Party's performance of its portion of the Project.

5.2.1

[REDACTED]

5.2.2 Each Party shall be responsible for its respective corporate income tax imposed upon such Party by any taxing authority as a result of the Project or this Agreement.

5.3 **Export Control Laws.** In performing the Project, the Parties shall comply with all applicable United States and Czech Republic import and export control laws and regulations, including but not limited to, the International Traffic in Arms Regulations ("ITAR") and the Export Administration Regulations ("EAR").

5.3.1 The performance of the Project is subject to the receipt of all necessary export authorizations. LMGI shall be responsible for obtaining any required USG export authorizations. Each Czech Party shall be responsible for obtaining any Czech import or export authorizations that may be required to perform their respective portion of the Project as set forth in the SOW.

5.3.2 The Parties shall assist each other in securing and complying with the export authorizations described in the previous paragraph. Each Party shall ensure that its personnel to whom that Party intends to disclose information that is subject to an export authorization obtained by any other Party are authorized to receive such information under that export authorization.

5.3.3

[REDACTED]

5.3.4

[REDACTED]

6

[REDACTED]

6.1

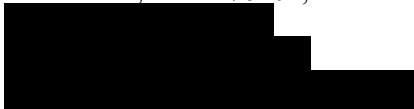
[REDACTED]


6.2





7 NOTICES

7.1 For purposes of this Agreement, the following individuals are designated by the Parties as points of contact within their respective organizations for the exchange of business information:

For LM: Lockheed Martin
PO Box 748
Fort Worth, Texas 76101, USA


For FZU - HiLASE: FZU - HiLASE Centre
Za Radnicí 828, 252 41 Dolní Břežany, Czech Republic


For One3D: ONE3D s.r.o.
Aditivní 1443/1, 789 85 Mohelnice, Czech republic


For PBS: První brněnská strojírna Velká Bíteš, a.s.
Vlkovská 279, Velká Bíteš 595 01, Czech Republic


7.2 A Party may change the person or address identified above by written notice to the other Parties. Notices shall be deemed to have been given upon receipt.

8 TERM, TERMINATION, AND PERIOD OF PERFORMANCE

8.1 This Agreement shall become effective upon the last to occur of the following events (hereinafter referred to as the “Effective Date”):

8.1.1  ;

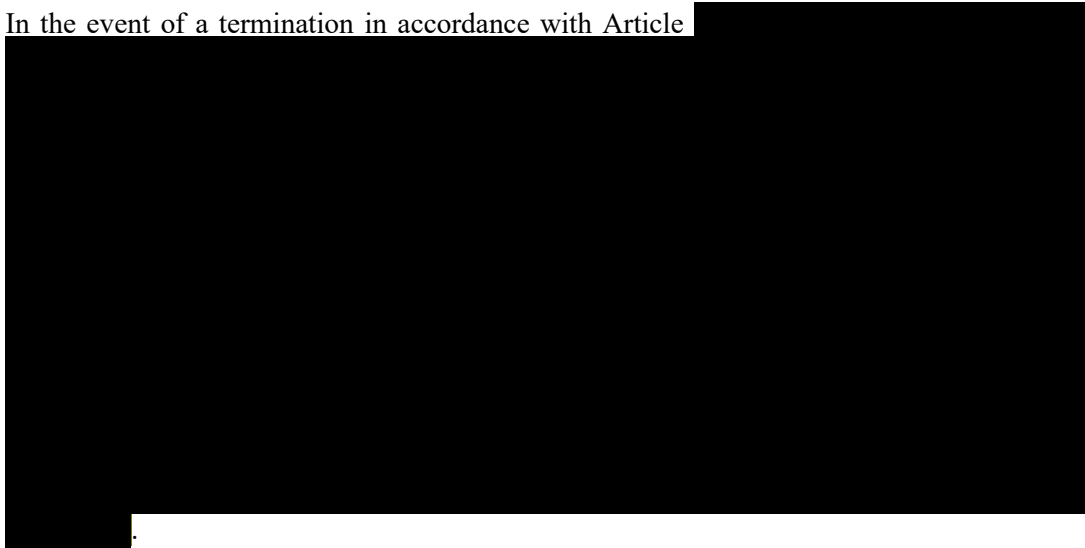
- 8.1.2 [REDACTED];
- 8.1.3 [REDACTED];
- 8.1.4 [REDACTED];
- 8.1.5 [REDACTED].

8.2 This Agreement shall continue in full force and effect from the Effective Date until the first to occur of the following events:

- 8.2.1 [REDACTED]; or
- 8.2.2 [REDACTED]; or
- 8.2.3 [REDACTED]; or
- 8.2.4 [REDACTED]; or
- 8.2.5 [REDACTED]; or
- 8.2.6 [REDACTED];
- 8.2.7 [REDACTED]; or
- 8.2.8 [REDACTED]; or
- 8.2.9 [REDACTED]; or
- 8.2.10 [REDACTED].

8.3 In the event of termination of this Agreement [REDACTED].

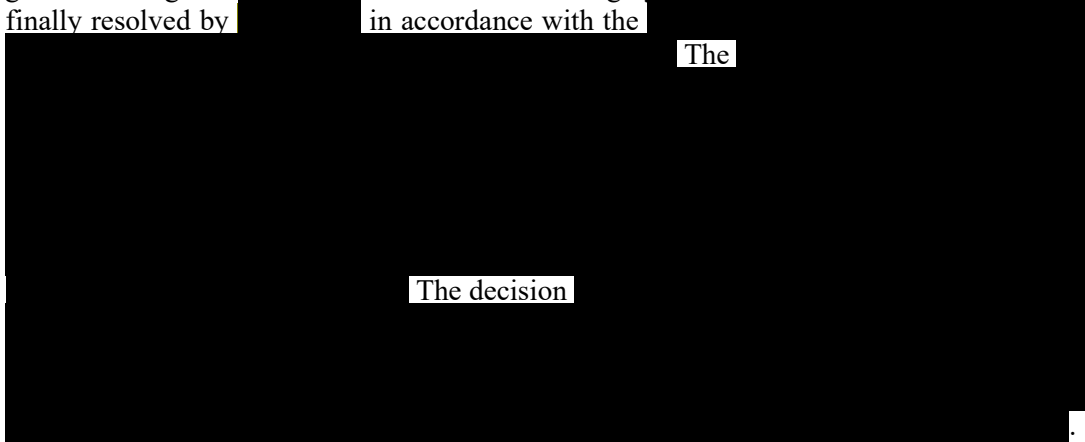
8.4 In the event of a termination in accordance with Article



9 GOVERNING LAW AND DISPUTES

9.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of _____, without giving effect to its choice of law rules.

9.2 Any disputes between LMGI and any one or more of the Czech Parties related to or arising out of this Agreement or the performance of the Project, which are not amicably resolved by good faith negotiations within one hundred and eighty (180) days shall be referred to and finally resolved by _____ in accordance with the



10 FORCE MAJEURE

10.1 No Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is attributable to conditions or events beyond its reasonable control, hereinafter referred to as "Force Majeure". Force Majeure shall include, but not be limited to, natural disasters such as earthquakes, floods, storms, or fires, actions or inactions of government agencies (including, but not limited to, delay, denial or revocation of export licenses), war, insurrection, revolution, riots, terrorism, sabotage (including cyber-attacks), civil disobedience, strikes or other labor disputes, industrial accidents, embargoes,

disruptions in transportation or supply chains, epidemics or other public health or safety emergencies, and quarantine restrictions. For the avoidance of doubt, [REDACTED]

[REDACTED]

10.2

[REDACTED]

10.3

[REDACTED]

10.4

[REDACTED]

11. COMMUNICATIONS

11.1

[REDACTED]

11.2

[REDACTED]

11.3

[REDACTED]

12. MISCELLANEOUS PROVISIONS

12.1

This Agreement is not intended to [REDACTED]

- 12.2 This Agreement is not intended to [REDACTED]
[REDACTED]
- 12.3 [REDACTED]
- 12.4 [REDACTED]
- 12.5 This Agreement was negotiated and executed in the English language. All notices, communications and information exchanged between LMGI and the Czech Parties in connection with this Agreement or the Project shall also be in English.
- 12.6 This Agreement, including its Attachments, constitutes the complete and entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or collateral communications, representations, or understandings, whether written or oral, regarding that subject matter [REDACTED]. No modification or amendment of this Agreement shall be valid unless made in writing and signed by a duly authorized representative of each Party on or after the Effective Date.
- 12.7 Articles [REDACTED] of this Agreement shall survive any termination or expiration of this Agreement.

(signature page follows)

Document Number: _____

The Parties have caused this Agreement to be executed by their duly authorized representatives.

LOCKHEED MARTIN GLOBAL INC.

FYZIKÁLNÍ ÚSTAV AV ČR, V. V. I.

By: _____

By: _____

████████████████████

██████████ RNDr. Michael Prouza, Ph.D.

██

████████████████

Date: _____

Date: _____

ONE3D, S.R.O.

**PRVNI BRNENSKA STROJIRNA VELKA
BITES, A.S.**

By: _____

By: _____

████████████████████████████

████████████████████████████

██████████

██

Date: _____

By: _____

████████████████████████████

██

Date: _____

ATTACHMENTS

