CONFIDENTIALITY AGREEMENT

 THIS CONFIDENTIALITY AGREEMENT (“Agreement” or “Confidentiality Agreement”) is entered into this second (2nd) day of September, 2024 (the “Effective Date”), by and between Ball Aerosol Packaging CZ s.r.o. registered address: Palackého 639, 28101 Velim, ID: 264 24 444 (“Ball”) and Institute of Computer Science of the CAS, v. v. i. registered address: Pod Vodárenskou věží 271/2, Prague ID: 679 85 807, VAT: CZ67985807 (“ICS”) represented by: doc. Ing. Petr Cintula, Ph.D., DSc. Chehz Republic. Ball and ICS are collectively referred to as “Parties” in singular or plural usage as the context requires.

**RECITALS**

1. The Disclosing Party may wish to disclose to the Receiving Party, in its sole discretion, its Confidential Information for the sole purpose of permitting the Parties to information exchanged during the course of their collaborative efforts. This Confidentiality Agreement is established to facilitate the secure sharing of information necessary for the ICS to perform research aimed at increasing the efficiency of the Ball's production lines. Leveraging the Conductor’s proficiency in AI and IT Optimization, and utilizing the Ball's resources, the Parties will enhance data collection and analysis capabilities using state-of-the-art AI technologies. The Parties are committed to ensuring that all shared information remains confidential, recognizing its critical role in realizing significant improvements in operational efficiency and productivity. (the “Purpose”); and

2. The Disclosing Party desires to disclose such information to the Receiving Party, subject to the terms and conditions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants contained herein, and all other good and valuable consideration, the receipt and sufficiency of which are hereby respectively acknowledged, the Parties hereto hereby agree as follows:

1. Confidential Information: Defined. “Confidential Information” means, subject to Section 2 below, all non-public, confidential or proprietary information disclosed before, on or after the Effective Date, by a disclosing party or its affiliates', employees, officers, directors, partners, shareholders, agents, or attorneys (“Disclosing Party”) to the receiving party or its affiliates', employees, officers, directors, partners, shareholders, agents, or attorneys (“Receiving Party”), whether disclosed orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," including, without limitation: (i) all information concerning the Disclosing Party's, its affiliates', and their customers', suppliers' and vendors’, past, present and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, pricing information, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies; (ii) all scientific or technical information, designs, specifications, graphics, images, processes, procedures, formulas, trade secrets, unpatented ideas, inventions, unpublished patent applications and other confidential intellectual property, improvements, manufacturing techniques, documentation, components, icons, audiovisual components and objects, schematics, drawings, protocols, and other visual depictions, in whole or in part, or any portion or phase thereof, of any of the foregoing; (iii) third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party to the Receiving Party and; (iv) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials prepared by or for the Receiving Party that contain, are based on, or otherwise contained in, any of the foregoing, in whole or in part,.
2. Confidential Information: Exclusions. “Confidential Information” shall not include information or material which: (i) is publicly available as of the time of disclosure by the Disclosing Party; (ii) becomes publicly available after disclosure by Disclosing Party through no breach of this Agreement by the Receiving Party; (iii) is already known by Receiving Party, so long as Receiving Party can demonstrate, by written records, that such information had been in Receiving Party’s possession prior to receipt of the Confidential Information by Receiving Party; or (iv) is provided to the Receiving Party by a third party who is not subject to any disclosure or use restrictions.
3. Legally Required Disclosure. Disclosure of Confidential Information shall not be precluded by this Agreement if such disclosure is in response to a bona fide discovery request or order of a court or other governmental body or any political subdivision thereof; provided that before such disclosure, if legally permissible, the Receiving Party shall promptly notify the Disclosing Party in writing of the request and give the Disclosing Party a reasonable opportunity to prevent such disclosure or to seek a protective order or other remedy, and if Receiving Party remains legally compelled to make such disclosure, it shall only disclose that portion of the Confidential Information that it is required to disclose and use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.
4. Return or Destruction of Confidential Information. All documents and other materials containing Confidential Information and provided by the Disclosing Party shall remain the property of the Disclosing Party. At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly, at Disclosing Party’s request, either (x) return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information or (y) destroy all such copies of the same. The return or destruction of such documents and materials shall not relieve the Receiving Party of its obligations hereunder. Notwithstanding anything to the contrary in this Agreement, the Receiving Party shall be permitted to retain copies of the Confidential Information pursuant to its electronic backup and internal archival policies and procedures, which copies shall remain subject to the confidentiality obligations contained herein.
5. Receiving Party Obligations. The Receiving Party shall: (i) protect all Confidential Information against unauthorized disclosure or access using the same degree of protection which it uses for its own confidential or proprietary information, which shall in any event be no less than a commercially reasonable degree of care; (ii) not disclose such Confidential Information to any third parties; (iii) limit disclosure to those of its employees or affiliates who have a need to know such information, are informed by the Receiving Party of the confidential nature of the Confidential Information, and are subject to confidentiality duties or obligations to the Receiving Party that are no less restrictive than the terms and conditions of this Agreement and shall be liable for any breach of this Agreement by any person to whom it makes such a disclosure; (iv) not use such Confidential Information for any purpose other than for the Purpose specified above; (v) comply with all applicable on-site access, remote access and related security rules and procedures of the Disclosing Party; (vi) immediately notify the Disclosing Party of any unauthorized disclosure of Confidential Information or other breaches of this Agreement by the Receiving Party; (vii) fully cooperate with the Disclosing Party in any effort undertaken by the Disclosing Party to enforce its rights related to any such unauthorized disclosure; and (viii) be responsible for any breach of this Agreement caused by the Receiving Party or its affiliates.
6. Term of the Agreement; Duration of Obligations. This Agreement shall commence on the Effective Date and shall automatically expire two (2) years thereafter, unless earlier terminated by written notice. Notwithstanding the foregoing, the obligations imposed by this Agreement with respect to Confidential Information disclosed prior to the termination of the Agreement shall survive any such termination or expiration and shall remain in effect for five (5) years thereafter. .
7. Remedies. The Parties acknowledge that a breach of this Agreement will cause irreparable harm to the Disclosing Party, which harm will not be fully compensable by money damages. The Parties agree, therefore, that in the event of any breach or threatened breach of this Agreement by a Party hereto, the other Party shall be entitled to seek equitable relief, including a restraining order, injunction, decree of specific performance or any and all other adequate relief from a court of competent jurisdiction, in addition to any other remedies available to such Party at law or in equity, without the necessity of posting a bond or other security or proof of actual damages.
8. Receiving Party Representations or Warranties. The Receiving Party represents and warrants that: (i) it will comply, and will require its employees to comply, with all applicable federal, state and local data protection laws and regulations in the maintenance, disclosure and use of all information that (a) relates to an individual person; or (b) identifies or can be used to identify, locate or contact that individual alone or when combined with other personal or identifying information that is or can be associated with that specific individual; and (ii) it has implemented and will continue to maintain sufficient information security protocols to secure and protect the confidentiality of all Confidential Information in the Receiving Party’s possession or control.
9. No Disclosing Party Representations or Warranties. Neither the Disclosing Party nor any of its Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Receiving Party hereunder. The Disclosing Party shall not be liable to the Receiving Party as a result of the Receiving Party's use of any of the Confidential Information or any errors therein or omissions therefrom.
10. No Other Obligation. Nothing in this Agreement or the course of dealings between the Parties shall be construed to obligate either party to: (i) purchase any goods or services from the other party; (ii) sell goods or services to the other party; (iii) enter into any further agreements with the other party; or (iv) pursue or consummate any business, partnership, joint venture, or other arrangements with the other party.
11. Transfer of Rights, Title or Interest. No license or conveyance of any rights under any discoveries, inventions or patents, copyrights (published or unpublished), trade secret rights or other intellectual property rights of the Disclosing Party are granted to the Receiving Party or implied by this Agreement or the exchange of Proprietary Information between the Parties.
12. Export Compliance. The Parties acknowledge that certain equipment, products, software, technical data and information (including, but not limited to, technical assistance and training) under this Agreement may be subject to export controls, Laws and Regulations under the laws of the United States (e.g., the International Traffic and Arms Regulations (“ITAR”), 22 CFR Part 120-130, the Export Administration Regulations (“EAR”), 15 CFR Part 730-799, laws of the European Union, laws of the United Nations, and the laws of any foreign nations that may apply to any sourcing agreements) (collectively “Exports Laws and Regulations”). For purposes of this Agreement, “Laws and Regulations” shall also mean, any country, all federal, state, provincial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, opinions, decrees, interpretative letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organizations, including any practices with which regulated persons comply in accordance with standard industry practices. Each Party shall at all times during the term of this Agreement strictly comply, and cause its agents, Affiliates, and subsidiaries to strictly comply with all applicable Export Laws and Regulations. Without limiting its obligations under this Agreement, each Party agrees that it will not use, export, distribute, transfer or transmit any equipment, products, software, technical data or information subject to such Export Laws and Regulations (even if incorporated into other products) except in strict compliance with all applicable Export Laws and Regulations. If requested by either Party, the other Party agrees to sign written assurances and other export-related documents as may be required to comply with Export Laws and Regulations.
13. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
14. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the Czech Republic without regard to any conflict of law provisions. All disputes relating to this Agreement shall be heard exclusively in the state courts of the Czech Republic. Both Parties hereby expressly consent to the jurisdiction of such courts.
15. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.
16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may not be amended, supplemented or modified in any respect without further written agreement of both Parties, signed by their respective authorized representatives, nor may any obligation be waived unless done in writing and duly executed by an authorized representative of each Party. The obligations herein shall be in addition to and not in lieu of any obligations relating to the disclosure and/or use of information which may be contained in any other agreement between the Parties.
17. Authority. The Parties represent that the individuals signing this Agreement on their behalf are duly authorized to bind them as set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**BALL AEROSOL PACKAGING CZ s.r.o.**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Lenka Přibyslavská, Name: Petr Cintula \_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Plant manager\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: doc. Ing. Ph.D. DSc.\_\_\_\_\_\_\_\_