

**PROPRIETARY INFORMATION AGREEMENT BETWEEN
WESTINGHOUSE ELECTRIC COMPANY LLC & STATE OFFICE FOR NUCLEAR SAFETY OF THE
CZECH REPUBLIC**

This **Proprietary Information Agreement** (“**Agreement**”) is made and effective as of the date of the last signature to this Agreement (“**Effective Date**”) by and between the following parties:

Westinghouse Electric Company LLC, a Delaware limited liability company with offices at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066, USA (“**Westinghouse**”); and

State Office For Nuclear Safety, an authority reporting to the Government of the Czech Republic with offices at Senovážné náměstí 1585/9 110 00 Praha 1 – Nové mesto Czech Republic (“**SUJB**”);

Westinghouse, and SUJB shall be referred to individually as a “**Party**” and collectively as “**Parties**”.

WHEREAS, Westinghouse owns and considers to be proprietary, or is under an obligation to a third party to maintain as proprietary, and treats as secret or confidential, certain technical, business or commercial information in oral, written, electronic or physical form which pertains to equipment, products, services, capabilities and/or other aspects applicable to **AP300™** small modular reactor technology;

WHEREAS, SUJB owns and considers to be proprietary, or is under an obligation to a third party to maintain as proprietary, and treats as secret or confidential, certain technical, business, or commercial information in oral, written, electronic or physical form which pertains to equipment, products, services, capabilities and/or other aspects applicable to regulatory activities in the peaceful utilisation of nuclear energy in the Czech Republic;

NOW, THEREFORE, in consideration of the promises and mutual undertakings contained herein, the Parties hereby agree as follows:

1. Definitions.

- a) The term “**Proprietary Information**” shall mean the terms and subject matter of this Agreement and all non-public information, data, software, drawings, designs, specifications, hardware, matter or thing of a secret, proprietary, confidential or private nature whether or not identified as confidential, proprietary or the like by the Discloser, relating to the business of the Discloser, including matters of a technical nature (such as know-how, processes, data and techniques), matters of a business nature (such as information about schedules, costs, profits, markets, sales, customers, the Parties’ contractual dealings with each other), matters of a proprietary nature (such as information about patents, patent applications, copyrights, trade secrets and trademarks), other information of a similar nature, that is made available (in any medium, whether written, oral, electronic or otherwise) by the Discloser to the Recipient, and any other information that has been derived from the foregoing information by the Recipient except for the portions of official regulatory documents subject to obligatory legal disclosure that do not contain Proprietary Information.
- b) The term “**Recipient**” shall be used to refer to the Party receiving Proprietary Information from another Party, and
- c) The term “**Discloser**” shall be used to refer to the Party making such Proprietary Information available to the Recipient.

2. **Purpose of Disclosure.** The Recipient shall use the Proprietary Information solely for the purpose of use on a one time-basis for the Parties collaborating with each other on the process of potential licensing of AP300™ technology within the Czech Republic ("**Purpose**"), and for no other purpose.
3. **Disclosure Only to Employees and Approved Third Parties.** The Recipient shall disclose the Proprietary Information only to its employees who (a) have a need to know solely for the Purpose set forth in Article 2 above, (b) have been informed by the Recipient of the confidential nature of the Proprietary Information, and are legally obliged to nondisclose the Proprietary information under terms substantially the same as, but no less restrictive than, the terms of this Agreement. The Proprietary Information shall not be disclosed to any other person, company, or third party (including parent companies, sister companies, subsidiary companies, and consultants) without the prior written approval of the Discloser.

The Parties acknowledge that Westinghouse may disclose the Proprietary Information received hereunder to employees of its subsidiary and affiliate companies and SUJB may may disclose the Proprietary Information received hereunder to employees of its technical support organization, National Radiation Protection Institute, both in support of the Purpose of this Agreement under terms substantially similar to those set forth in this Agreement and Discloser hereby grants its approval of such disclosure.

In the event the Discloser approves any further disclosure or transmittal by the Recipient to any third party, such third party shall execute an appropriate non-disclosure, licensing or similar agreement either with or as agreed to by the Discloser.

4. **No Copies without Prior Approval.** Proprietary Information shall not be reverse engineered by the Recipient unless otherwise approved in writing by the Discloser. Proprietary Information may be copied or reproduced ("**Reproductions**") by the Recipient only as necessary for the Purpose. All Reproductions shall include the Discloser's proprietary notice or where applicable, a third party's proprietary notice that was included with the original Proprietary Information. Regardless of the form of the Proprietary Information as submitted, or of any markings appurtenant to the Proprietary Information itself, the Discloser agrees that the Recipient may store Proprietary Information received hereunder in hardcopy or electronic form in an electronic data management system, subject to the limitations of this Agreement.
5. **Legally Compelled Disclosure.** In the event that the Recipient is required in any judicial proceeding or by any governmental authority to disclose any Proprietary Information, the Recipient shall provide the Discloser with prompt written notice of such requirement so that the Discloser may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver from the Discloser, the Recipient is nonetheless, in the written opinion of its counsel, legally compelled to disclose such Proprietary Information, the Recipient may, without liability hereunder, disclose only that portion of the Proprietary Information that such counsel advises the Recipient it is legally required to disclose, provided that the Recipient exercises commercially reasonable efforts to preserve the proprietary and confidential nature of the Proprietary Information, including, without limitation, by cooperating with the Discloser to obtain an appropriate protective order or other reliable assurance that proprietary and confidential treatment will be accorded the Proprietary Information.
6. **No Transfer of Title, Right or Interest.** The Discloser and/or its licensors retain all right, title, and interest in and to the Proprietary Information it discloses hereunder. Nothing in this Agreement or in any disclosures made hereunder shall be construed as granting to the Recipient any patent, copyright or design license or rights of use under similar intellectual property rights that may now or hereafter exist in the Proprietary Information.

7. **Compliance with Laws.** Each Party shall comply with all applicable governmental policies, requirements, laws and regulations, any applicable international treaties or agreements, and other regulatory requirements. To the extent that Proprietary Information contains personal data, both Parties shall comply with all requirements of applicable data protection legislation. Each Party shall be responsible for its own costs of such compliance obligations.
8. **Compliance with Export Control Laws.** Each Recipient agrees not to disclose, transfer, export, or re-export, directly or indirectly, any Proprietary Information, or any direct products or technology resulting therefrom (collectively, “**Export Controlled Items**”) to any country, natural person or entity, without the prior written consent of Discloser and only in accordance with applicable export control and sanctions laws, regulations, and restrictive measures of: (i) the United States (U.S.), including the U.S. Department of Energy export regulations of nuclear technology under 10 C.F.R. Part 810, the U.S. Department of Commerce export regulations of commercial or dual use-technology under 15 C.F.R. 730 et seq., and the U.S. Department of Treasury’s sanctions programs and sanctions lists; (ii) the European Union (E.U.), including EU 2021/821 and restrictive measures detailed in the E.U. Consolidated Financial Sanctions List; (iii) the United Kingdom (U.K.); and (iv) other applicable governments; hereinafter collectively referred to as “**Applicable Export Laws and Sanctions Laws**”.

Further, the Recipient represents and warrants:

- (i) Recipient will not use the Export Controlled Items in any activity prohibited by 15 C.F.R. Part 744, including without limitation nuclear, chemical, or biological weapons proliferation activities, and
- (ii) Recipient will not disclose Proprietary Information to any countries for which the governments of the U.S., E.U. or other applicable governments and international organizations maintain an embargo or to citizens or residents thereof if prohibited by such embargo, and
- (iii) Recipient and its personnel (including its employees, contractors, officers, directors and principal owners): (a) do not appear in any published lists of natural persons and entities whose export or import privileges have been denied or restricted in any way, which are maintained by the governments of the U.S., E.U., U.K., or other applicable countries or international organizations, including the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (**OFAC**); and (b) are not a country, natural person, or entity with whom a U.S. person, or a natural person or entity subject to the jurisdiction of the U.S., E.U., U.K. or other applicable countries is otherwise prohibited from dealing with, as defined by the laws and regulations administered by OFAC, 31 C.F.R. Parts 500-598 or restrictive measures detailed in the Consolidated Financial Sanctions List (a “**Sanctions Target**”); and (c) is not, directly or indirectly, owned or controlled by, or under common control with, or acting for the benefit of or on behalf of any Sanctions Target.

Recipient shall fully comply with all such Applicable Export Laws and Sanctions Laws with regard to the Proprietary Information it receives hereunder and shall cooperate in good faith with the reasonable requests of Discloser made for purposes of its compliance with such Applicable Export Laws and Sanctions Laws. Recipient will insert similar provisions in any agreement it has for the furnishing to third parties or its clients of any Export Controlled Items; provided, however, that Recipient shall be solely responsible for its and such third parties' and clients' compliance with applicable requirements of Applicable Export Laws and Sanctions Laws. All claims, disputes, or other matters in question arising out of or relating in any way to the rights and obligations set forth in this Article with respect to Applicable Export Laws and Sanctions Laws of the United States shall be submitted exclusively to the United States District Court for the District of Columbia. This provision shall be specifically enforceable; and each party, hereby waiving personal service or process, irrevocably submits to and consents to the

exclusive jurisdiction in the District of Columbia for purposes of any other party seeking or securing any legal and/or equitable relief hereunder.

Notwithstanding any other provisions in this Agreement, the obligations set forth in this Article shall be binding so long as the relevant Applicable Export Laws and Sanctions Laws are in effect.

9. **Exceptions.** Nothing in this Agreement shall apply to any Proprietary Information that:
- (a) at the time of disclosure hereunder is generally known or readily available to the trade or public or becomes so known or readily available other than as a result of any violation of this Agreement, or any other confidentiality agreement, by the Recipient or any of its employees; or
 - (b) is lawfully obtained at any time from a third party legally entitled to possess the information and provide it to the Recipient, if the use or disclosure (as appropriate) is in accordance with the rights or permission lawfully granted to the Recipient by such third party; or
 - (c) was known by or in the possession of the Recipient or its employees without any confidentiality or use restriction, as established by documentary evidence, prior to being disclosed by or on behalf of the Discloser pursuant to this Agreement; or
 - (d) was independently developed by the Recipient without the use or benefit of Proprietary Information, as established by documentary evidence.
10. **Responsibility for Acts of Employees and Approved Third Parties.** The Recipient shall be liable for any unauthorized disclosure of the Proprietary Information or the use of the Proprietary Information for other than the Purpose (collectively hereinafter “**Unauthorized Use**”) by any person in its employment or any third party that the Recipient has further disclosed Proprietary Information. The Recipient shall immediately report to the Discloser any disclosure of the Proprietary Information in violation of this Agreement or any non-disclosure, licensing or similar agreement executed pursuant to Article 3 herein. The Recipient agrees to take all reasonable steps to minimize the adverse effects of any such disclosure and to cooperate fully with the Discloser in its efforts to minimize such adverse effects.
11. **Remedies.** The Recipient acknowledges the value to the Discloser of the Proprietary Information and agrees that irreparable harm may result to the Discloser and/or its licensors in the event of an Unauthorized Use for which money damages alone may be an inadequate remedy. In such event, the Discloser shall have the right to revoke and terminate this Agreement and also shall have the right to seek a restraining order or other appropriate injunctive or equitable relief against the Recipient for continued Unauthorized Use. The Discloser shall be entitled to seek all other remedies available in either law or equity to enforce the Recipient’s compliance with this Agreement.
12. **Request for Return of Proprietary Information.** At any time during or after the term of this Agreement, at the Discloser's written request, the Recipient shall, at the Discloser's option, promptly return to the Discloser or destroy all Proprietary Information, including all Reproductions, except that Recipient may retain archival copies of Proprietary Information maintained in computer system backup files that are not readily available and archived copies of Proprietary Information that the Recipient is required to retain pursuant to applicable laws; however, the treatment and use of any retained Proprietary Information shall remain subject to the terms of this Agreement. If Proprietary Information is destroyed by the Recipient, the Recipient shall provide the Discloser written confirmation of such destruction.
13. **No Obligation to Disclose.** Nothing in this Agreement shall be construed or implied to obligate any Party to furnish any specific type of Proprietary Information to another Party.

- 14. No Representation as to Sufficiency of Proprietary Information.** The Discloser makes no representation whatsoever (and none is to be implied or relied upon by another Party) as to the sufficiency or accuracy of its Proprietary Information provided hereunder, the ability of the Recipient to use the Proprietary Information for its intended purpose, or the result to be obtained therefrom. The Discloser expressly disclaims any and all warranties, including any implied warranty of fitness for a particular purpose or merchantability.
- 15. No Liability for Use or Misuse of Proprietary Information.** The Discloser and its licensors shall not be liable with respect to or resulting from the use or misuse, of any Proprietary Information furnished hereunder, and the Recipient shall be exclusively responsible and liable and shall defend, indemnify and hold harmless the Discloser from any claims or liability with respect to or resulting from any such use or misuse of its Proprietary Information furnished hereunder or any errors therein or omissions therefrom.
- 16. Additional Confidentiality Obligations.** Except as required by applicable federal, state, provincial, territorial, tribal or local law or regulation, or otherwise as mutually agreed to in writing by the Parties, no Party shall disclose to any person that the Proprietary Information has been made available to another Party, that discussions or negotiations may be, or are, underway between the Parties regarding the Proprietary Information or the Purpose, or any terms, conditions or other arrangements that are being discussed between the Parties in relation to the Proprietary Information or the Purpose.
- 17. No Other Obligation.** Except for the matters specifically agreed to by the terms of this Agreement, the Parties agree that no Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement. Any Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations between the Parties, in connection with the Purpose or otherwise.
- 18. Modification.** This Agreement may not be superseded, amended, or modified except by written agreement of the Parties.
- 19. Assignment.** A Party shall not assign this Agreement without the prior written approval of all Parties. Any purported assignment without such prior approval shall be null and void.
- 20. Governing Law and Disputes.** This Agreement shall be governed by and interpreted in accordance with the substantive laws of England and Wales excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English. The place of arbitration shall be New York City, United States of America. The arbitration shall be the sole and exclusive forum for resolution of the Dispute, and the award shall be in writing, state the reasons for the award and be final and binding. Judgment thereon may be entered in any court of competent jurisdiction. By agreeing to arbitration, the Parties do not intend to deprive any court of its jurisdiction to issue a pre-arbitral injunction, pre-arbitral attachment, or other order in aid of arbitration proceedings and the enforcement of any award.
- 21. No Waiver.** The failure of a Party to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provision, nor shall it in any way affect the validity of this Agreement or the right of such Party to enforce each and every provision.
- 22. Severability.** If any provision of this Agreement becomes invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.

- 23. Counterparts.** This Agreement may be executed in any number of parts, all of which taken together shall be considered to comprise one and the same document, and this Agreement shall become binding on all Parties when each Party has completed delivery of an executed counterpart copy to all other Parties. Delivery may be accomplished by physical delivery or by electronic transmission of an executed counterpart copy to the other Parties.
- 24. Effective Date; Expiration; Term and Termination; Survival of Certain Terms.** The term of this Agreement shall commence on the Effective Date and shall expire two (2) years from the Effective Date unless extended in writing by the Parties. Any Party may terminate this Agreement at any time by providing written notice to all Parties. Unless agreed otherwise between the Parties in writing, the obligations of the Parties under this Agreement, including those provisions related to confidentiality and export control, shall survive until the Proprietary Information falls into the public domain through no act or failure to act on the part of the Recipient in accordance with the provisions of this Agreement or with any other confidentiality agreement entered into with any third party.
- 25. Precedence.** The terms of this Agreement shall take precedence over specific legends, notations or statements associated with the Proprietary Information when delivered and received.
- 26. Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes all prior or contemporaneous communications, agreements, and understandings between the Parties with respect to the disclosure and protection of the Proprietary Information.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as a legally binding contract on the Effective Date.

WESTINGHOUSE ELECTRIC COMPANY LLC

Signed: _____

Name: _____

Title: _____

Date: _____

STATE OFFICE FOR NUCLEAR SAFETY OF THE CZECH REPUBLIC

Signed: _____

Name: _____

Title: _____

Date: _____