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Contract No. ANS CR: 223/2020/PS/088  
Contract No. CATC:  
Contract No. CAE:

Non-Disclosure Agreement

### Non - Disclosure Agreement

Concluded in accordance with section 1746 paragraph 2 of Act No 89/2012 Coll, Civil Code, as amended  
(hereinafter referred to as the "Civil Code")

(hereinafter referred to as the "Agreement")

#### 1. Parties

##### **Air Navigation Services of the Czech Republic (ANS CR)**

State enterprise incorporated under the laws of the Czech Republic

With its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic

Company Identification Number: 497 10 371

Tax Identification Number: CZ699004742

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, Insert 10771

Bank Connection: Česká spořitelna, a.s., Bank Account No.: 8791732/0800

IBAN: CZ48 0800 0000 0000 0879 1732

SWIFT: GIBACZPX

Represented by: Mr. Jan Klas, Director General

(hereinafter referred to as "ANS CR")

##### **Czech Aviation Training Centre, s.r.o.**

A corporation incorporated under the laws of the Czech Republic

With its registered office at: K Letišti 934, 161 00 Prague 6, Czech Republic

Company Identification Number: 248 43 628

Tax Identification Number: CZ699004742

Registered in Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 179521

Bank Connection: [REDACTED]

Represented by Mr. Antonín Jakubše, CEO

(hereinafter referred to as "CATC")

ANS CR and CATC are hereinafter collectively referred to as the "Disclosing Parties"

and

[REDACTED]

(hereinafter called the "Receiving Party")

The Disclosing Parties and the Receiving Party are hereinafter collectively referred to as the "Parties" and each individually may also be referred to as a "Party".

## 2. Preamble

### WHEREAS

- 2.1 CATC is a limited liability company incorporated under the laws of the Czech Republic. The only owner of CATC, having 100% of the issued shares, is ANS CR;
- 2.2 ANS CR intends to sell its 100% shares in CATC (the "**Shares**") by a public competition for the best offer pursuant to paragraph 1772 et seq. of the Civil Code (the "**Tender**");
- 2.3 The Receiving Party is interested in buying the Shares, either directly or through one of its subsidiaries (each of such subsidiaries to be referred to hereinafter as an "**Affiliate**" and all the Receiving Party's subsidiaries to be referred to as the "**Affiliates**"), or more precisely, in its participation in the Tender. Based on this fact the Receiving Party needs to become familiar with the documentation about CATC economic and business activities.

The Parties have agreed as follows:

## 3. Subject of the Agreement

- 3.1 Upon terms and conditions stated in this Agreement, the Receiving Party shall get access to a data room, which will contain the documentation about CATC economic and business activities.
- 3.2 The documentation, that will be made available via a data room to the Receiving Party to enable it to gain an overview of CATC's business operations, will particularly include (but not be limited to) the following:
  - 3.2.1. financial results of CATC for a period covering the years 2018 and 2019 in a form of annual reports, closing financial statements, audit reports and audit financial records;
  - 3.2.2. summary of CATC business activities, training equipment, qualification licenses, certificates etc;
  - 3.2.3. list of significant CATC business partners.
- 3.3 At the request of the Receiving Party, an excursion in CATC office can be arranged for the Receiving Party after the details of such excursion is agreed between the Receiving Party and the Disclosing Parties' contact person as mentioned in Article 8.3 of this Agreement. During the excursion, some basic parameters of selected CATC business contracts, or as the case may, some additional information other than the information contained in data room according to Article 3.2 of this Agreement may also be disclosed to the Receiving Party, at the latter's request.
- 3.4 Information according to Article 3.2 and 3.3 of this Agreement shall be further collectively referred to as the "**Confidential Information**".
- 3.5 The Receiving Party agrees to protect the Confidential Information and keep it in confidence prudently and diligently as a minimum by using at least the same degree of care and safeguard as it uses to protect its own proprietary information.

## 4. Terms and conditions for access to the data room

- 4.1 The Receiving Party undertakes to pay a deposit in amount of [REDACTED] within 10 (ten) working days from signature of this Agreement in the form of an irrevocable bank guarantee issued by this internationally reputable bank operating in Europe: BNP PARIBAS, 2001 ROBERT-BOURASSA BOULEVARD, SUITE 900, MONTREAL, QC H3A 2A6 CANADA (the "**Bank Guarantee**") with an expiry date of 30.04.2021. The ANS CR shall consent to the cancellation of the Bank Guarantee as per articles 4.3, 4.5, and 4.6 listed below. The Bank Guarantee shall be extended by the Receiving Party in the event the Parties remain in negotiation for the purchase of the Shares after 30 April 2021.



- 4.2 After the Bank Guarantee has been received by ANS CR, the Receiving Party's contact person mentioned in Article 8.3 of this Agreement shall receive by email an access code for an unlimited access to the data room containing the Confidential Information.
- 4.3 If the Receiving Party participates in the public competition for the best offer and buys the 100% Shares in CATC the Receiving Party's bank shall be notified and requested by ANS CR within 5 (five) days of the purchase of the CATC shares by the Receiving Party that the Bank Guarantee be cancelled.
- 4.4 If the Receiving Party participates in the public competition for the best offer, the Receiving Party's offer is selected as the best offer but the Receiving Party refuses to sign the contract about the sale of 100% shares in CATC the Receiving Party's bank shall be notified within 10 (ten) days by ANS CR that the Receiving Party is in breach and thereby requests payment of the Bank Guarantee.
- 4.5 If the Receiving Party participates in the public competition for the best offer but the Receiving Party's offer is not selected as the best offer, the Receiving Party's bank shall be notified and requested by ANS CR within 10 (ten) working days from expiry of the period for public competition offers, but not later than 30.04.2021 that the Bank Guarantee be cancelled.
- 4.6 If, any time after the Bank Guarantee according to Article 4.1 of this Agreement has been issued, the Receiving Party gives a written statement confirming that the Receiving Party will not participate in the public competition for the best offer of 100% shares in CATC, the Receiving Party's bank shall be notified and requested by ANS CR within 10 (ten) working days from the day when such written statement on the Receiving Party's non-participation in the public competition for the best offer, signed by the Receiving Party's authorized representative, was delivered by post to ANS CR address stated in Article 1 of this Agreement for the attention of contact person mentioned in Article 8.3 of this Agreement that the Bank Guarantee shall be cancelled.
- 4.7 If the Receiving Party gives the written statement pursuant to Article 4.6 of this Agreement on its non-participation in the public competition for the best offer and the Bank Guarantee is cancelled as mentioned in Article 4.6 of this Agreement the Receiving Party will no longer have any right to participate in the public competition.
- 4.8 The Receiving Party will be allowed to ask ANS CR and CATC via data room questions about economic, business and other CATC activities, training equipment, or as the case may be about the list of CATC significant business partners. Communication shall be only in English language.

## **5. Use of Confidential Information**

- 5.1 The Receiving Party may use the Confidential Information solely for the purpose to consider its participation in the Tender. The Confidential Information must be treated as confidential.
- 5.2 The Receiving Party hereby acknowledges that any dissemination of the Confidential Information shall be strictly prohibited, it being understood by the Parties that the Receiving Party may disclose the Confidential information to its directors, employees, advisors and legal counsel and those of its Affiliates, subject to Article 5.1 of this Agreement. The Receiving Party shall not make copies or download the Confidential Information from the data room for any purpose other than as stated in Article 5.1 of the Agreement.
- 5.3 The Receiving Party shall not, and shall ensure that the Affiliates shall not, use the Confidential Information for any purpose other than as stated in Article 5.1 of this Agreement.
- 5.4 The Receiving Party and the Affiliates shall have no restriction with respect to the use of any Confidential Information which the Receiving Party can prove:
  - 5.4.1. has come into the public domain prior to, or after the disclosure thereof and in such case through no wrongful act of the Receiving Party; or
  - 5.4.2. is already known to the Receiving Party by way of communications which were not subject to confidentiality obligations, prior to the receipt of the confidential information as evidenced by written documentation in the files of the Receiving Party; or

- 5.4.3. has been lawfully received from a third party without restrictions or breach of this Agreement or without breach of any other duty of confidentiality relating to the Confidential Information of which the Receiving Party has knowledge; or
  - 5.4.4. is approved for release or use by written authorization of the Disclosing Parties; or
  - 5.4.5. is required to be disclosed by law; the Receiving Party is obliged to inform the Disclosing Parties about any judicial order or other requirement of state or administrative body that require disclosing of Confidential Information according to this Agreement, however that prior to such disclosure.
- 5.5 The Receiving Party shall, and shall ensure that the Affiliates shall, restrict the dissemination of the Confidential Information only to its employees or persons in similar working relationship to the Receiving Party and the Affiliates or legal or financial advisors of the Receiving Party and the Affiliates who have a need to know such information for the purpose of this Agreement provided that those persons are informed of the confidential and proprietary nature of the Confidential Information and agree to be bound by the terms of this Agreement.
- 5.6 The Receiving Party shall not, and will ensure that the Affiliates shall not, provide the Confidential Information to any third party, unless otherwise agreed.

## **6. Contractual Penalty**

- 6.1 In the event of a proven breach by the Receiving Party of Article 5 of this Agreement, the Disclosing Parties shall have the right to seek a contractual penalty in amount of 1.000.000,- CZK (in words: *one million Czech crowns*) for each individual breach. Compensation for damage may be required separately.

## **7. Governing Law and Dispute Resolution**

- 7.1 This Agreement shall be governed by and interpreted in accordance with the substantive laws of the Czech Republic and shall be subject to the exclusive jurisdiction of appropriate courts of the Czech Republic.

## **8. Final Provisions**

- 8.1 This Agreement shall be valid upon signature by the Parties and shall enter into force on the day when it is registered in the Register of Contracts according to Act No. 340/2015 Coll., on special conditions of effect of some contracts, publishing of those contracts and the Register of Contracts (the Contracts Register Act), as amended. In case the Receiving Party (or an Affiliate) buys the Shares, the obligation of the Receiving Party to observe provision of this Agreement regarding the protection of the Confidential Information shall remain in force until the Receiving Party (or the Affiliate purchasing the Shares) is registered in the Commercial Register as the new owner of CATC. In case the Receiving Party (or one of the Affiliates) does not buy the Shares, the obligation of the Receiving Party and the Affiliates to observe provision of this Agreement regarding the protection of the Confidential Information shall remain in force for 5 (five) years from the day when this Agreement enters into force.
- 8.2 CATC and the Receiving Party acknowledge that ANS CR is bound to publish this Agreement pursuant to Act No. 340/2015 Coll., on special conditions of effect of some contracts, publishing of those contracts and the Register of Contracts (the Contracts Register Act), as amended. CATC and the Receiving Party further acknowledge that ANS CR is bound to provide information according to Act No. 106/1999 Coll., on free access to information, as amended. When publishing this Agreement in the Register of Contracts, in particular the following details shall be made illegible in its text: bank connection of CATC and the Receiving Party's identification details, as it is a trade secret within the sense of § 504 Civil Code, contact details specified in Article 8.3 of this Agreement, the amount of the Bank Guarantee mentioned in Article 4.1 of this Agreement as it is a trade secret within the sense of § 504 Civil Code, signatures on the Agreement.
- 8.3 The Parties' contact persons for issues related to the performance of this Agreement are as follows:



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Contract No. CATC:  
Contract No. CAE:

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for the Disclosing Parties: [REDACTED]

for the Receiving Party: [REDACTED]

Communication shall be only in English or Czech language.

- 8.4 No change, modification or alteration of this Agreement shall be valid unless the same is specified in writing and signed by both Parties hereto.
- 8.5 This Agreement shall not be assigned by any Party hereto, in whole or in part, without the prior written consent of the other Parties.
- 8.6 Each Party shall be responsible for its own costs in the preparation, negotiation and execution of this Agreement.
- 8.7 This Agreement may be executed electronically or on hard copy. When this Agreement is signed electronically, the Parties shall exchange pdf copies of the signed Agreement using the email addresses listed in Article 8.3. When this Agreement is executed on hard copy, this shall happen in 6 (six) counterparts, out of which each Party shall obtain 2 (two) originals.
- 8.8 The Parties hereby declare that they have been made aware of the content of this Agreement, they agree with it, and they act upon the mutual consent in accordance with their true will and not under pressure.

In WENEČ on 30.11.2020

[REDACTED]  
Mr. Jan Klas  
Air Navigation Services of the Czech Republic  
Director General

[REDACTED]  
Mr. Antonín Jakubše  
Czech Aviation Training Centre, s.r.o.