

NON-DISCLOSURE AGREEMENT

Other Party (hereinafter "Other Party")

Výzkumný a zkušební letecký ústav, a.s.
 Beranových 130
 19905 Prague 9
 Czech Republic

A. Type of Agreement: Mutual Disclosure

B. Term of Agreement: Start Date: 21.09.2016

End Date:

C. Description of information being disclosed:

Information refers to any business or technical information, whether or not stored in any medium, relating to the disclosing party's business (and those of its parent and affiliate companies, suppliers and customers) including, but not limited to, equipment, software, designs, samples, technology, technical documentation, product or service specifications or strategies, marketing plans, pricing information, financial information, information relating to existing, previous and potential suppliers, customers, contracts and products, inventions, unreleased software applications, methodologies and other know how, drawings, photographs, models, mock ups, and design and performance specifications, production volumes, and production schedules.

D. Purpose of the disclosure:

Exchange of technical information from [REDACTED]
 Technical information about [REDACTED] will be exchanged.

E. General Terms and Conditions:

- For the purposes of this Agreement, "Representative" shall include a party's employees, Affiliates, agents, professional advisors or authorized representatives. "Affiliates" of the Other Party shall include any company controlled by or under common control with the relevant party where "control" means direct or indirect ownership of at least 50% of the voting stock or interest in a company or control of the composition of the board of directors. "Affiliates" of [REDACTED] shall include any company which: (i) from time to time forms part of the group of companies whose ultimate parent is [REDACTED] and which (ii) is controlled by or under common control with [REDACTED] (where "control" has the meaning set out above).
- Either or both parties possess valuable information, technical knowledge, experience and data of a confidential nature, as generally described in Section C of this Agreement. Such information, together with any notes, summaries, reports, analyses, or other material derived by the Recipient (defined below) or its Representatives in whole or in part from such information in whatever form shall collectively be called the "Information." The disclosing party ("the Discloser") is willing to disclose its Information to the other ("the Recipient"), on the condition that the Recipient complies with the terms of this Agreement.
- Information must: (i) be designated by the Discloser as such at the time of disclosure in writing or other tangible form and clearly identified by writing on its face as internal, confidential, restricted, or proprietary; or (ii) when initially disclosed by the Discloser in oral or other intangible form, be identified as internal, confidential, restricted, or proprietary at the time of disclosure by the Discloser, and reduced by the Discloser to a tangible form and provided to the Recipient within thirty (30) days from the date of the initial disclosure.
- With effect from the Start Date specified in Section B, and in consideration of the Discloser disclosing its Information, the Recipient agrees: (a) not to disclose the Information to any third party other than a Representative; (b) not to use the Information other than for the purpose specified in Section D; (c) to restrict disclosure of Information only to those of its Representatives who need to know for the purposes specified herein and who are bound by equivalent obligations as to confidentiality; (d) to inform each of the Recipient's Representatives receiving the Information of its confidential nature; (e) to promptly return or destroy on request at any time all Information to Discloser and immediately cease using the same (save for one copy for ensuring compliance with the terms of this Agreement); (f) to process the personal data of the other party only on a need-to-know basis and in accordance with applicable laws and regulations; (g) to comply with all export and import control laws and regulations of all countries under whose jurisdiction the transfers of Information occur; and (h) to maintain Information in strict confidence [REDACTED] which obligation shall survive any termination or expiration of this Agreement (in the absence of an indicated period, the period shall be three years).
- The undertakings in Clause 2 shall not apply to: (a) Information which at the time of disclosure or subsequently is published or otherwise generally available to the public other than through any act or omission on the part of the Recipient; (b) Information which the Recipient can demonstrate by written records was lawfully in the possession of the Recipient at the time of disclosure and not otherwise subject to a non-disclosure agreement; (c) Information which the Recipient can demonstrate by written records was acquired from a third party who had the lawful right to make such disclosure; (d) Information which the Recipient can demonstrate by written records was independently developed by the Recipient without reference to the materials comprising the Information disclosed under this Agreement; or (e) Information which the Recipient notifies the Discloser is required to be disclosed by the Recipient pursuant to a legally enforceable order, direction or other regulation provided that (i) any such disclosure shall be only as far as necessary to give effect thereto, and (ii) the Recipient shall notify the Discloser of such disclosure obligation as soon as reasonably practicable so that the Discloser may seek an appropriate protective order, if available.
- The Recipient agrees that the Discloser and its Representatives make no representations or warranties, express or implied, as to the accuracy or completeness of the Information or an obligation for either party to give or receive any Information.
- Nothing contained herein shall transfer ownership of or constitute a license to any intellectual property.
- The terms of this Agreement may be modified or waived only by a separate written agreement signed by each of the parties.

9. This Agreement shall be governed by and construed in accordance with [REDACTED] law.

10. This Agreement supersedes any prior or contemporaneous oral (or any prior written) agreements concerning the subject matter hereof.

11. Other Party is the obliged entity pursuant to Czech Act No. 340/2015 Col., on special conditions for the effectiveness of certain contracts, the publication of these contracts and on the Contracts Register (Act on Contracts Register). This Agreement, excluding parts which are subject to commercial confidentiality, will be in accordance with this Act published in the register of contracts. In the Agreement will be obliterated all parts containing technical data, drawings or any other technical information, personal data, identification of the other Party, financial information, price, trade secrets and classified information.

12. Neither party may issue any public disclosures or statements regarding this Agreement or the subject matter thereof without the prior written consent of the other party or it is required by the applicable law.

13. The Agreement will enter into force on the date of its signing by both parties and into the efficiency on the date of publication in the register of contracts. The Other Party will therefore without undue delay after its signing by both parties and in accordance with the Act of Contracts Register submit the contract to register of contracts for publication.