

provide the original or any copy of this AGREEMENT, to any third party, without the prior written approval of the other Party.

4. Duty to Protect

A. With respect to the Disclosing Party's PROPRIETARY INFORMATION, the Receiving Party shall protect such PROPRIETARY INFORMATION from unauthorized use or unauthorized or accidental disclosure by the exercise of the same degree of care as it employs to protect its own information of a like nature, but not less than reasonable care. PROPRIETARY INFORMATION may not be disclosed to any third party without the express written consent of the Disclosing Party. Copies or reproductions, in whole or in part, of PROPRIETARY INFORMATION or documents which incorporate PROPRIETARY INFORMATION must be marked by the Receiving Party according to Paragraph 3.

B. The exchange of information pursuant to this AGREEMENT is subject to all applicable laws and regulations, including all export laws and regulations of the jurisdiction in which the transfer of PROPRIETARY INFORMATION occurs. Each Party shall be responsible for obtaining any necessary import licenses, export licenses, or other governmental authorizations required in connection with any disclosure by it under this AGREEMENT, including disclosure to foreign nationals located within a facility of a Party hereto, as the case may be. Furnishing of information shall be subject to prior receipt of all necessary government approvals.

5. Use

PROPRIETARY INFORMATION disclosed under this AGREEMENT shall be used by the Receiving Party solely for evaluation and furtherance of discussions between the Parties on the subject of paragraph 2.

6. Excluded Information

A. Information shall not be considered to be PROPRIETARY INFORMATION, and the Receiving Party shall not be liable for the use and disclosure thereof, if such information:

a) was in the public domain at the time of disclosure, or thereafter comes into the public domain through no fault of the Receiving Party; or

b) is otherwise available to the Receiving Party without restrictions on use and disclosure similar to those in this AGREEMENT; or

c) is independently developed by the Receiving Party as evidenced by written records.

B. In the event that the Receiving Party is required by applicable law or regulation to disclose PROPRIETARY INFORMATION, the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with prompt notice thereof and a reasonable opportunity to comment on such disclosure prior to such disclosure. The Receiving Party may disclose only the information that, based on the advice of counsel, is required by such law or regulation to be disclosed, without liability under this AGREEMENT. The Receiving Party agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded any PROPRIETARY INFORMATION so furnished.

7. Term

A. This AGREEMENT shall be effective as of the date of the last signature at the end [REDACTED], but may be terminated earlier by either Party giving thirty (30) days prior written notice to the other Party. Termination shall not, however, affect the rights and obligations arising under this AGREEMENT with respect to PROPRIETARY INFORMATION disclosed hereunder.

B. The Receiving Party shall have a duty to protect the PROPRIETARY INFORMATION of the Disclosing Party for a period of [REDACTED] after receipt thereof, or until receipt of a written release of PROPRIETARY INFORMATION by the Disclosing Party, whichever first occurs.

C. A Receiving Party will, upon written request by the Disclosing Party, use reasonable efforts to destroy all received PROPRIETARY INFORMATION, including copies, then in its possession or control. Alternatively, a Receiving Party may use reasonable efforts to return all such PROPRIETARY INFORMATION and copies to the Disclosing Party. A Receiving Party may retain one archival copy of received PROPRIETARY INFORMATION.

8. Right to Make Disclosure

Neither Party has an obligation to disclose PROPRIETARY INFORMATION hereunder. The Disclosing Party represents and warrants that it has the right to disclose the PROPRIETARY INFORMATION which it discloses under this AGREEMENT.

9. Rights and Obligations

A. The rights and obligations of the Parties with respect to PROPRIETARY INFORMATION shall be defined exclusively by the terms of the present AGREEMENT irrespective of the language of a particular legend.

B. Notwithstanding anything to the contrary in this AGREEMENT, any PROPRIETARY INFORMATION or data disclosed to or received by the Receiving Party under this AGREEMENT may be disclosed by the Receiving Party, for purposes of paragraph 5, to any: parent, affiliate or subsidiary of the Receiving Party, (as presently or hereafter constituted) and their directors, officers, agents and employees; contract services provider; or consultant to the Receiving Party or any of the foregoing entities (collectively, "Representatives"); provided such Representatives are subject to congruous obligations of confidentiality and have a need to know the PROPRIETARY INFORMATION.

C. In addition, it is understood and agreed that [REDACTED] may involve its Representatives in the direct exchange of PROPRIETARY INFORMATION with Company, as deemed necessary or expedient by [REDACTED]. Accordingly, to the extent [REDACTED] Representatives are so involved, they are expressly authorized to (a) receive PROPRIETARY INFORMATION from Company, and (b) transmit PROPRIETARY INFORMATION to Company, on behalf of [REDACTED]. [REDACTED] shall be fully responsible for any breach of the provisions of this AGREEMENT by its Representatives.

10. License

Except as provided under Paragraph 5, neither the execution of this AGREEMENT, nor the disclosure of any PROPRIETARY INFORMATION by one Party hereunder, shall be construed as granting to the other Party either a license (expressly, by implication, estoppel, or otherwise) under, or any right of ownership in, such PROPRIETARY INFORMATION or in any invention, patent or patent application, or copyright now or hereafter owned or controlled by the Disclosing

Party.

11. Amendment

This AGREEMENT may not be changed, modified, released, discharged, abandoned, or assigned (in whole or in part) except by an instrument in writing signed by an authorized representative of each Party hereto.

12. Controlling Law

This AGREEMENT shall be construed, interpreted and applied in accordance with the laws of the Czech Republic, excluding its conflict of laws provisions.

13. Merger, Other Agreements, and Severability

A. This AGREEMENT constitutes the entire understanding and agreement between the Parties relating to the subject matter hereof.

B. Unless otherwise expressly agreed in writing by an authorized representative of each Party hereto, nothing in this AGREEMENT shall supersede or in any way modify any of the terms and conditions, or the rights and obligations of the Parties, included in any other agreements, including any purchase agreement(s), between the Parties.

C. If any of the provisions of this AGREEMENT are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this AGREEMENT shall not render any other portion invalid.

D. Since the Company is the obliged entity pursuant to Czech Act No. 340/2015 Coll., 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, shall be in accordance with this Act published in the Contracts Register. All parts containing technical data, drawings or any other technical information, personal data, identification of [REDACTED], financial information, price, trade secrets and classified information shall be obliterated in this Agreement.

14. Counterparts

This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Personal Information

In addition to the obligations set forth above, the Parties agree to process the personal data of the other Party only on a need-to-know basis and in accordance with applicable laws and regulations. Each Party understands and agrees that the other Party may use any "Contact Information" (such as names, addresses, telephone numbers, e-mail addresses) provided by the other for purposes reasonably related to the purposes of this AGREEMENT and store such information in globally-accessible databases.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

