

MUTUAL NONDISCLOSURE AGREEMENT

Effective Date: July 1st, 2018

Participant (entity) name: Palacky University Olomouc

Participant address/seat: Křížkovského 511/8, 771 47 Olomouc, Czech Republic, ID 61989592, TAX ID CZ61989592, represented by prof. Mgr. Jaroslav Miller, M.A., Ph.D., rector

This Mutual Nondisclosure Agreement (“**Agreement**”) is dated as of the Effective Date and is between FEI Czech Republic s.r.o., with its seat at Vlastimila Pecha 1282/12, Černovice, 627 00 Brno, ID number 46971629, Tax ID number CZ46971629, registered with the Commercial register administered by Regional Court in Brno, insert C 7300 (“**Company**”), represented by RNDr. Petr Štřelec, contact e-mail address [REDACTED], and the Participant identified above. Each party agrees that the following terms will apply when one party or its Affiliates (“**Discloser**”) discloses information to the other party or its Affiliates (“**Recipient**”) under this Agreement. “**Affiliate**” means, with respect to Company, those entities listed on Exhibit A to this Agreement, and with respect to Participant, an entity which controls, is controlled by or is under common control with a party to this Agreement. In the case of Company, “**Affiliate**” may include an authorized sales agent of Company or its Affiliates who has agreed in writing to be bound by nondisclosure terms no less restrictive than those set forth in this Agreement. If no Effective Date is entered above, this Agreement shall be effective as of the date signed by Company.

RECITALS

A. The parties are planning to participate in or are already participating in discussions relating to a business opportunity of mutual interest and in connection with this opportunity and any relationship between the parties resulting from such opportunity (the “**Purpose**”) Discloser may disclose to Recipient certain confidential technical and business information which Discloser desires Recipient to treat as confidential.

B. In order to protect their respective confidential information, the parties wish to enter into this Agreement.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. Definition of Confidential Information. As used in this Agreement, the term “**Confidential Information**” means any and all information whether in written, oral, graphic, visual, machine readable, sample or other form, designated as confidential or which is of such a nature that one would reasonably understand such information to be confidential or proprietary to the Discloser, belonging to Discloser or third parties to which Discloser has an obligation to keep such information confidential or which is known to Recipient as being treated by Discloser as confidential. Confidential Information may include but is not limited to: inventions, discoveries, improvements, ideas, concepts, designs, drawings, specifications, techniques, models, data, programs, software, source code, object code, documentation, sample products, processes, know-how, customer lists, employee names and contact information, marketing plans, financial and technical information, and names, identities and prices of vendors and suppliers. The term “**Confidential Information**” does not include information which: (a) is now, or hereafter becomes, through no act or failure to act on the part of Recipient, generally known or available; (b) is independently known by Recipient at the time of receiving such information; (c) is hereafter furnished to Recipient by a third party, without a breach of any obligation to Discloser; (d) is independently developed by Recipient without using any of Discloser's Confidential Information or breaching this Agreement; or (e) is the subject of a written permission to disclose provided by Discloser.

2. **Nondisclosure and Nonuse.** Except as authorized by Discloser in writing in advance of use, Recipient may use Confidential Information only for the Purpose. Recipient agrees not to disclose Confidential Information, directly or indirectly, under any circumstances or by any means, to any third person without the express written consent of Discloser. However, Recipient may disclose Confidential Information to those of its employees, agents and consultants and those employees, agents and consultants of its Affiliates who reasonably have a legitimate need to know the Confidential Information in order for Recipient to use the Confidential Information for the Purpose and who are bound by confidentiality terms substantially similar to those in this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed in response to a valid order by a court or other governmental body, or is otherwise required by law to be disclosed, or if such disclosure was necessary to establish the rights of either party under this Agreement, provided that Recipient gives Discloser prompt written notice of such requirement prior to such disclosure so that Discloser may attempt to obtain an order protecting the information from public disclosure. Recipient agrees to accord to Confidential Information disclosed to it by Discloser the same degree of care (but at least reasonable care) as Recipient exercises or employs with respect to its own confidential or proprietary information. Recipient shall not reverse engineer, de-compile or disassemble any of Discloser's Confidential Information.

3. **Term and Duration.** This Agreement shall continue in full force and effect for so long as the parties continue to exchange Confidential Information. This Agreement may be terminated by either party at any time upon thirty (30) days' written notice to the other party. The termination of this Agreement shall not relieve either party of the obligations imposed by this Agreement with respect to Confidential Information disclosed prior to the effective date of such termination. The obligations of confidentiality and nonuse set forth in this Agreement as to any Confidential Information disclosed by Discloser to Recipient shall commence on the date of disclosure and continue until expiration of three (3) years from the date of disclosure. Notwithstanding the foregoing, the obligations of confidentiality and nonuse set forth in this Agreement with respect to any drawings or specifications disclosed by Company or its Affiliates to Participant or its Affiliates shall commence on the date of disclosure and continue in perpetuity.

4. **Export Laws.** Recipient will comply with all applicable United States and foreign export laws and regulations pertaining to Confidential Information disclosed by Discloser to Recipient. Without limitation, Recipient agrees it will not in any form export, reexport, resell, ship or divert or cause to be exported, reexported, resold, shipped or diverted, directly or indirectly, any product or technical data or software furnished by Discloser or the direct product of such technical data or software to any country for which the United States Government or any agency thereof at the time of export or reexport requires an export license or other governmental approval without first obtaining such license or approval.

5. **Return of Confidential Information.** Except as otherwise expressly agreed under a separate written agreement between the parties, upon written request at any time by Discloser to Recipient, Recipient will promptly return to Discloser all Confidential Information possessed in any form by Recipient, including without limitation in the form of documents or in other tangible form.

6. **Termination of Further Disclosure or Use.** Except as otherwise expressly agreed under a separate written agreement between the parties, effective upon written notification by Discloser to Recipient, Recipient shall have no further right of any kind or for any purpose to disclose or use Confidential Information in any manner even though previously consented to or authorized by Discloser.

7. **Remedies.** Each party agrees that any disclosure or use of Confidential Information of the other party except as permitted by this Agreement may cause irreparable harm to the other party. If either party fails to comply with the provisions of this Agreement, the other party will be entitled to seek specific performance, including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages caused by the other party's breach, and to any other remedies provided by applicable law.

8. **Disclaimer.** DISCLOSER DISCLOSES CONFIDENTIAL INFORMATION TO RECIPIENT ON AN "AS IS" BASIS. Discloser will not be liable for damages of any kind arising out of the use of Confidential Information disclosed by Discloser to Recipient.

9. **No Grant of Intellectual Property Rights.** Neither this Agreement nor any disclosure of Confidential Information by Discloser to Recipient grants to the Recipient any right or license under any patent, trademark, copyright or other intellectual property right now or hereafter owned or controlled by Discloser.

10. **Notices, etc.** All notices required to be sent hereunder shall be in writing and shall be deemed to have been given (i) upon the date it was delivered by recognized express courier or by hand delivery, or (ii) if by certified mail return receipt requested, on the date received, to the addresses set forth on page 1, or to such other address or individual as a party may specify from time to time by written notice to the other party.

11. **Binding Effect.** This Agreement may not be transferred or assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, consent shall not be required for assignment or transfer made to an entity that acquires substantially all of the stock, assets or business of a party. Except as provided in this section, any attempts by either party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party shall be null and void. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives and heirs of the parties.

12. **Governing Law.** This Agreement shall be governed by the laws of the Czech Republic.

13. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. Any addition or modification to the Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove set forth.

Participant:

Signed:

Name:

Title:

Date:

prof. Mgr. Jaroslav Miller,
M.A, Ph.D.

Rector

15. 06. 2010

FEI Czech Republic s.r.o.:

Signed:

Name:

Title:

Date:

RNDr. Petr Střelec

Authorized signatory

4/6/10

EXHIBIT A
Company's Affiliates

ASPEX Corporation (dba FEI Delmont)
DCG Systems BV
DCG Systems C.V.
DCG Systems G.K.
DCG Systems GmbH
DCG Systems Korea Ltd.
DCG Systems, LLC
FEI Asia Pacific Co., Ltd.
FEI Australia Pty Ltd.
FEI Company
FEI Company Japan Ltd.
FEI Company of USA (S.E.A.) Pte Ltd.
FEI CPD B.V.
FEI Deutschland GmbH
FEI EFA International Pte. Ltd.
FEI EFA, Inc.
FEI Electron Optics B.V.
FEI Electron Optics International B.V.
FEI Europe B.V.
FEI France S.A.S
FEI Global Holdings C.V.
FEI Hong Kong Company Limited
FEI Houston, Inc.
FEI Italia Srl.
FEI Korea Ltd.
FEI Melbourne Pty Ltd.
FEI Microscopy Solutions Ltd
FEI Munich GmbH
FEI Norway Holding AS
FEI S.A.S.
FEI Servicios de Nanotecnologia Ltda.
FEI Technologies Inc.
FEI Technology de Mexico S.A. de C.V.
FEI Trading (Shanghai) Co., Ltd.
FEI Trondheim AS
FEI UK Limited
Phenom-World B.V.
Phenom-World Holding B.V.
Phenom-World Innovations B.V.