

# Confidentiality Agreement

## Contractual parties

**Company:** IQRF Alliance s.r.o.  
Registered office: Prumyslova 1275, 506 01 Jicin  
Company No: 45786461  
Registered in Commercial Register: Regional Court in Hradec Kralove  
Tel./Fax: +420 493 538 125, +420 493 538 126  
Represented by: Hynek Syrovatka  
Position: CEO  
(hereinafter only referred to as the **PROVIDER**)

and

**Company:**  
Registered office:  
Company No:  
Registered in Commercial Register:  
Tel./Fax:  
Represented by:  
Position:  
(hereinafter only referred to as the **RECIPIENT**)

agreed on non-disclosure and protection of confidential information in the extent and under the conditions stipulated by this Agreement.

### 1. Confidential Information Definition

The contractual parties agreed that should the RECIPIENT receive from the PROVIDER, in compliance with this Agreement, the information where it could consider regarding the nature of such information that the PROVIDER has justified interest in its non-disclosure or which is not generally accessible in business circles (hereinafter only referred to as the "Confidential Information"), it shall treat such Confidential Information as its own business secret without the necessity to always individually designate such information as "Confidential". The above stated shall not exclude the possibility to utilize such designation for individual information in individual cases of imminent interest of the PROVIDER. The RECIPIENT also acknowledges herewith that some of the Confidential Information is too the subject of business secret of the PROVIDER protected in compliance with the applicable provisions of the Commercial Code.

### 2. Non-disclosure and Non-abuse of Confidential Information

The RECIPIENT undertakes that all the Confidential Information that it shall receive from the PROVIDER shall be utilized exclusively to fulfil the purpose for which it shall be designated by the PROVIDER. The RECIPIENT undertakes not to disclose the Confidential Information, not to transfer it to third persons directly or indirectly, nor to create copies or any other reproductions of carriers of the Confidential Information (particularly drawing, technical or production documentation).

The RECIPIENT undertakes to utilize adequate care, however, in no case in smaller amount than the scope of care that it utilizes to protect its confidential information and proprietary information which is of similar importance, to protect the Confidential Information from unauthorized using, providing, disclosing or distributing.

The RECIPIENT shall inform its employees who shall receive the Confidential Information of the duties resulting to the RECIPIENT from this Agreement.

Based on the request of the PROVIDER, the RECIPIENT shall return to the PROVIDER all the carriers of the Confidential Information (particularly drawing, technical or production documentation) or shall ensure recorded irreversible removal of the Confidential Information from its carriers and shall send the relevant Record of this fact to the PROVIDER.

### **3. No Transfer of Rights, Promises or Guarantees**

Handing over the Confidential Information must not be understood as granting a licence to the RECIPIENT for the technology of any type. All the documentation, patents, patents pending, copyrights, know-how, trade marks etc. shall remain in the exclusive ownership of the PROVIDER.

### **4. Disclosure to Third Party**

The RECIPIENT may provide or make available the Confidential Information without the prior consent of the PROVIDER solely on the basis of a judicial or any other statutory request or demand. In such a case, the RECIPIENT shall publish only the information the disclosure of which shall be necessary to comply with the statutory regulations and directives. The RECIPIENT is obliged to inform the PROVIDER of such an event without any delay, should it not be prevented from doing so by a statutory restriction.

The RECIPIENT may provide or make available the Confidential Information to a third party only with a prior written consent of the PROVIDER whereas the RECIPIENT shall always be obliged to conclude a written Confidentiality Agreement with such a third person, the contents of which shall correspond to this Agreement in such a manner that the rights of the PROVIDER shall not be affected or prejudiced in any way whatsoever. This shall be without prejudice to the provision of the preceding paragraph.

### **5. Contractual Penalty**

Should the RECIPIENT violate its duties resulting from this Agreement, the PROVIDER shall be entitled to request from the RECIPIENT a contractual penalty amounting to 50 000 EUR (in words: fifty thousand EUR). The payment of the contractual penalties shall be without prejudice to the right of the PROVIDER for compensation of damages or lost profit.

### **6. Duration of Agreement**

This Agreement becomes valid and effective as of the day of the signature hereof by the authorized representatives of the contractual parties and shall be concluded for an indefinite period of time. The validity of the Agreement may be terminated on the basis of a mutual agreement of the contractual parties or with a written notice of one of the parties in the form of a registered letter. The period of notice shall be 60 days and commences to run on the day following the delivery of the notices to the other contractual party.

The parties stipulate expressly that the duty of the RECIPIENT to protect the Confidential Information of the PROVIDER pursuant to this Agreement shall continue even after the termination of the validity and effect of this Agreement until the time when the information becomes generally known, on the assumption that it does not happen so as a result of the breach of duties of the RECIPIENT.

### **7. Miscellaneous**

This Agreement shall be governed by the valid law of the Czech Republic with the exclusion of conflict rules.

Should any provision of this Agreement be completely or partially invalid or should any issue not be regulated by this Agreement, it shall be without prejudice to the remaining provisions of the Agreement. The invalid provisions shall be replaced with the provisions that are considered to be agreed to and that correspond to what would have been agreed to regarding the sense and purpose of this Agreement.

All duties and rights resulting from this Agreement shall be transferred to legal successors of the participating parties.

These contractual conditions shall be modified only with a written document signed by both parties.

This Agreement is concluded in two counterparts, one for each of the parties.

Both parties declare with their signature that the Agreement is the expression of their true and free will and that it was not concluded under distress or under otherwise unilaterally beneficial conditions.

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PROVIDER

Hynek Syrovatka

CEO

IQRF Alliance s.r.o.

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RECIPIENT