

# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the **Agreement**) is concluded on the date specified on the signature page hereof by and between

**Alexander Dubček University of Trenčín**, Faculty of Industrial Technologies in Púchov and Centre for Functional and Surface Functionalized Glass established under the laws of the Slovak Republic 155/1997 Coll. of Laws of May 15, 1997, Identification Nr. (IČO): 31118259, with address at Študentská 2, 91150 Trenčín, Slovak Republic (**Party 1**)

**represented by** doc. Ing. Jozef Habánik, PhD.

and

**RONA, a.s.**, a joint-stock company established under the laws of the Slovak Republic, with business address at Schreiberova 365, 02061 Lednické Rovne, Slovenská Republika (**Party 2**)

**represented by** Peter Vrabel

and

**PricewaterhouseCoopers Tax, k.s.**, limited partnership with its registered seat at Karadžičova 2, Bratislava - Staré Mesto 815 32, Slovenská Republika, Identification Nr. (IČO): 35 692 766, entered in the Commercial Register of the Bratislava I District Court, Section: Sr, Insert No.: 304/B, tax advisor certificate registration number: 14/96, (**Party 3 or PwC**)

**represented by** Christiana Serugová, per procura

## § 1 SCOPE AND SUBJECT

The Parties are currently engaged in discussions regarding the following project:

*Development and production of glass produced with zero greenhouse gas emission within scheme Projects of Common European Interest (IPCEI) on Hydrogen (the **Project**)*

As regards the Project and in connection therewith, it may be necessary for the Parties to disclose and/or make available certain confidential data, documentation, samples or other information to each other.

Therefore, in order to protect the interests of all Parties, they hereby agree as follows:

## § 2 CONFIDENTIAL INFORMATION

1. The Parties agree to hold the respective other Party's information, including but not limited to, any documentation, samples, financial information, business intentions, objectives, CAD data, drawings and/or other data and irrespective of whether the same is in paper or electronic format (hereinafter referred to as the "**Confidential Information**") made available, submitted or

disclosed by it to the respective other Party and relating to the Project strictly confidential and to store such Confidential Information with the same care and prevent access thereto as applies to its own Confidential Information or other information.

Each Party undertakes vis-à-vis the respective other Party to keep such Confidential Information confidential in particular vis-à-vis third parties and to use it only for the Project and to refrain from using it or information based thereon or derived therefrom, either directly or indirectly and neither in whole or in part, for any other purpose. Each Party shall only grant access to the Confidential Information to (i) its officers, agents or employees who are involved in the Project and who need to know the same, provided each thereof is subject to a duty of confidentiality conforming, in essence, to the terms hereof, or (ii) to other Party. Otherwise, neither Party shall grant access, disclose or transfer or allow for such disclosure, access or transfer of Confidential Information to any third party, except to its' advisors or counsel who are subject to a professional duty of confidentiality, unless the respective other Party, prior to such access, disclosure or transfer, did consent thereto in writing.

2. The non-disclosure obligation also covers the fact that the Parties have entered into talks on the Project, and likewise the content of such talks. Features that become visually accessible to a Party in the course of visiting the respective other Party's plants or facilities are also deemed Confidential Information.
3. The obligations under this Agreement shall only be applicable to Confidential Information disclosed after execution of this Agreement.
  4. (a) The confidentiality obligation set out above shall not apply to any Confidential Information of which it can be proven that
    - (i) it was known to the public already prior to the date on which it was received, or
    - (ii) it became public through no fault of the Party that is subject to the nondisclosure obligation, or
    - (iii) it was already in the possession of the Party receiving the Information at the time at which it was forwarded, or
    - (iv) it was already made accessible to the Party receiving the Information by a third party, or
    - (v) it was already the result of development work done by the receiving Party prior to it being disclosed. In such event, the receiving Party is to notify the disclosing Party of this fact immediately; or
    - (vi) is to be disclosed by law or regulation, court order or directive of a competent supervisory authority or other public authority in which case the disclosing Party shall, to the extent possible, inform the respective other Party prior thereto or, if such information cannot be provided, promptly thereafter together with submission of a copy of such law, regulation, court order or directive.

Onus of proof shall be on the Party invoking any of the exceptions referred to under lit. (i) through (vi) (inclusive) above.
  - (b) The exceptions set forth in foregoing lit. (a) above do not apply to any combination of individual pieces of Information unless the combination itself is also covered by the exceptions set out hereinabove.

(c) Each Party confirms to the respective Party not to have received or been provided with Confidential Information prior the date of execution of this Agreement.

5. Nothing in this Agreement will prevent PwC from disclosing Confidential Information (i) to other PwC firms (being any entity or partnership within the worldwide network of PricewaterhouseCoopers firms and entities) if they are involved in the Project or for internal compliance and administrative purposes such as risk management, quality review, auditor's independence, (ii) IT services providers administering IT systems of PwC and PwC firms.

### **§ 3 LICENSES**

Each Party reserves the right to seek protection of Confidential Information transferred to the respective other Party by filing a corresponding application. Any disclosure of Confidential Information does not entitle the other Party to seek to protect such Confidential Information on its part nor does the disclosure, in any way, entail any transfer thereof or assignment of licensing rights. Moreover, the Party receiving Confidential Information will, neither directly nor indirectly, not derive or allow to derive any rights based on prior use from its knowledge of such Confidential Information and exercise any thereof vis-à-vis the other Party.

### **§ 4 RETURN AND DESTRUCTION**

All Confidential Information shall remain the property of the respective Party disclosing the same; upon request by such Party, all Confidential Information shall be either returned, including all copies, or destroyed with all copies or data stored in electronic format being, to the extent legally permissible and technically feasible, being deleted without option for recovery thereof and such Party shall confirm return in full or deletion, as applicable, to the other Party. Neither Party shall be obliged to delete Information that is part of regular data backups. Such Information is to be blocked for other use and to be deleted upon the regular deletion date for such data backups. The same shall apply for Information that is subject to mandatory legal storage requirements which shall be destroyed upon expiry thereof.

### **§ 5 NO ADDITIONAL OBLIGATIONS**

The present Agreement does not represent any obligation whatsoever for the Parties to enter into cooperation in connection with the Project and each Party shall be free to withdraw from discussions on the Project at any time. In addition, neither Party shall be liable for the correctness or completeness of the Confidential Information and no express or implied representation is made with respect thereto.

### **§ 6 LIABILITY**

In the case of any breach of the non-disclosure obligations set forth herein, the Party being in breach thereof shall pay a penalty of Euro 5,000 (in words. EURO five-thousand) for each individual breach to the other Party with express exclusion of continuity of offence. For the avoidance of doubt, all claims for consequential damages or lost profits shall be fully excluded. PwC's aggregate liability to other Parties for all claims connected with this Agreement (including any penalties) is limited to twice the fees payable for the services or the actual direct damage whichever is the lesser.

For the avoidance of doubt, any negative impact, adverse affect or other occurrence which is and/or could be considered as a result of one event (or connected series of events) shall be for the purposes of this provision considered as individual breach.

## § 7 TERM

The present Agreement shall enter into force upon execution by all Parties and shall be valid for a period of five (5) years unless replaced by another agreement between the Parties in relation to the Project and providing for a duty of confidentiality conforming at least to the terms hereof.

## § 8 MISCELLANEOUS

1. Any modifications and amendments to the present Agreement must be made in writing. The requirement as to the written form may only be waived in writing.
2. Should any provision of this Agreement be or become, either in part or in whole, ineffective or invalid, this shall not affect the effectiveness or validity of the other provisions of this Agreement. The ineffective or invalid provision is to be replaced by such effective and valid provision that comes closest to the intent of the Parties and purpose of the ineffective and invalid provision.
3. This Agreement is subject to Slovak law. All disputes arising from this contract, including disputes about its validity, interpretation or cancellation, will be resolved before the competent Slovak court.
4. This Agreement embodies the entire understanding between the Parties regarding the subject hereof, and supersedes all prior communications or agreements on this subject.

### Party 1:

doc. Ing. Jozef Habánik, PhD.

Rector

Date: :

Place:

### Party 2:

Dušan Hajdík

CEO

Date:..

Place:.....

### Party 3:

Ing. Christiana Serugová,

Prokurista / Per procura - PricewaterhouseCoopers Tax, k.s.

Date:...

Place:...