

**ZÁKLADNÉ INFORMÁCIE O ZMLUVE
UZAVRETEJ PODĽA INÉHO AKO SLOVENSKEHO PRÁVNEHO PORIADKU¹**

1. Rozhodné právo: nemecké právo

2. Zmluvné strany:

2.1Semikron s.r.o. Vrbové
názov/obchodné meno

.....Slovenská republika.....
sídlo/štát

.....31423230.....
IČO/registrácia

2.2Slovenská technická univerzita v Bratislave.....
názov/obchodné meno

.....Slovenská republika.....
sídlo/štát

.....00397687.....
IČO/registrácia

3. Typ zmluvy:

4. Predmet zmluvy: Vzájomná dohoda o mlčanlivosti

5. Cena:

6. Doba zmluvy: 5.4.2032

7. Záručná doba:

7.1 je dohodnutá na dobu

7.2 nie je dohodnutá

8. Zmluva vyhotovená v ..anglickom jazyku

je neoddeliteľnou súčasťou tejto informácie a nasleduje za jej textom.

VTrnave..... dňa

¹§ 853 ods. 3 Občianskeho zákonníka, § 771c Obchodného zákonníka

Mutual Non-Disclosure Agreement

between

SEMIKRON s.r.o.

Šteruská 3, 92203 Vrbové, Slovak Republic

IDNo: 31 423 230, Reg.: CR of the DC Trnava, sec.: Sro, ins.no: 12895/T

Represented by Ing. Viliam Kováč, executive manager

– “SEMIKRON” –

and

SLOVAK UNIVERSITY OF TECHNOLOGY IN BRATISLAVA

Faculty of Materials Science and Technology of the Slovak University of Technology in Bratislava with the seat in Trnava

Ulica Jana Bottu, no. 2781/25, 917 24 Trnava, Slovak Republic

IDNo: 00 397 687

Represented by prof. Ing. Miloš Čambál, CSc., dean MTF

– “MTF” –

– individually a “Party” and collectively “the Parties” –

SEMIKRON is a global company which, in cooperation with its Affiliates (as defined in § 1 below), develops, produces and sells in particular power semiconductor devices and systems.

MTF is the institute with the vision to become a respected in common European research area – in the field of materials research as well as industrial technologies.

The Parties are going to co-operate in the area of:

- Development and implementation of new soldering materials and principles (materials on basis of In, Sn, Bi, Zn)
- Research, development and comparative analysis for standard and new types of alloys with the main emphasis confrontation on various soldering processes.
- Cooperation on R&D activities for active soldering materials (direct soldering by active metal Mg, Ti) for Si and ceramic materials.
- Solder joints microstructural and mechanical analysis.

which may require the Parties to disclose Confidential Information (as defined below in § 2 para.1) (the “**Purpose**”). Therefore, the Parties agree as follows:

§ 1 Definitions

“**Affiliate**” means a legal entity that directly or indirectly Controls a Party, is Controlled by a Party or is under common Control with a Party; where “**Control**” shall mean that at least fifty percent (50%) of the controlled entity’s shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity.

“Agreement” means this Mutual Non-Disclosure Agreement.

“Confidential Information” means any information and data that is disclosed to Recipient within the scope of the Purpose in written, electronic or oral form by Discloser and that is either labelled as confidential or deemed as confidential, based on their nature or the conditions of their transmission, in particular prototypes and samples, software, business and trade secrets, know-how, test or work results, tender documents, agreements and draft agreements, technical specifications, drawings, outlines, plans, process descriptions, calculations, schedules and goals, correspondence and personal data as well as any other non-(trade)publicly available information, such as information concerning in-house relations and processes, including any copies and summaries thereof. Confidential Information, furthermore, includes the Parties conversing about the Purpose and exchanging Confidential Information. In case a Confidential Information as per this Agreement does not meet the requirements of a trade secret within the meaning of the German Trade Secrets Act (*Geschäftsgeheimnisgesetz*), this Confidential Information is nevertheless subject to the confidentiality obligations in accordance with this Agreement

“Discloser” means the Party or any of its organs, employees, representatives, Affiliates or agents that furnishes information, directly or indirectly, to another Party.

“Recipient” means the Party or any of its organs, employees, representatives, Affiliates or agents receiving such information, directly or indirectly, from Discloser.

§ 2 Confidentiality Obligations

1. Any Confidential Information shall be handled strictly confidential by Recipient and shall be protected at least with the same degree of care as Recipient’s own information and data. Confidential Information shall be used for the Purpose only and shall not, at any time, be
 - a. disseminated by Recipient to third parties, with the exception of those organs, employees, representatives, Affiliates and agents who/which are concerned with the execution of the Purpose and the duties of whom/which in or for a Party justify their need to know such Confidential Information. Aforesaid organs, employees, representatives, Affiliates and agents shall be advised of the stipulations of this Agreement and be obliged accordingly. For the sake of clarity, the confidentiality obligations arising from an organ’s or an employee’s employment relationship with Recipient or Recipient’s Affiliate shall meet these requirements. Recipient may only disclose Confidential Information to those of its Affiliates that are no direct competitors of Discloser; or
 - b. disclosed to third parties, except as authorised in advance by Discloser, in which event, the third party recipient must agree to be bound to the same obligations of confidentiality as Recipient;
 - c. subject to any observation, investigation, dismantling or testing (“Reverse Engineering”) conducted by Recipient in order to obtain a trade secret within the meaning of the German Trade Secrets Act (*Geschäftsgeheimnisgesetz*) thereof; or
 - d. used outside the Purpose for Recipient’s benefit or the benefit of third parties or in any manner detrimental to Discloser.

2. Without prejudice to the above and all applicable statutory provisions, Recipient may disclose or use any Confidential Information
 - a. which has, at the time of disclosure, been generally known or been available to the public or has become generally known or been available to the public after the conclusion of this Agreement through no fault of Recipient; or
 - b. which is lawfully obtained by Recipient from a third party, unless the Recipient is aware or should have been aware that such third party is in breach of any obligations to Discloser relating to such information; or
 - c. which has been in possession of Recipient before disclosure by Discloser or which has been independently ascertained by Recipient without violating in particular § 2 para. 1, lit. c; or
 - d. which is required to be disclosed by order of a governmental authority, a court or an arbitration tribunal or otherwise by mandatory law, provided that (i) to the extent legally permitted and practically feasible, notice of such imminent disclosure is given without undue delay to Discloser so as to give Discloser an opportunity to intervene, and (ii) Recipient uses all reasonable measures to obtain assurance that the Confidential Information will be treated as confidential (e.g. by labelling as “confidential”); or
 - e. the disclosure of which Discloser has agreed to in Writing in advance.

The burden of proof for Confidential Information falling in the exceptional categories under this § 2 para. 2 lies with Recipient.

3. Confidential Information composed of parts all of which are each subject to the exemptions as per § 2 para. 2 are only then not deemed as Confidential Information if the composed information itself is subject to at least one such exception. Information is not subject to the exceptions under § 2 para. 2 simply because it is part of Confidential Information subject to these exceptions.

§ 3 Assistance with the Assertion of Rights

A Recipient shall provide such assistance as may reasonably be requested by a Discloser of Confidential Information (at such Discloser's sole cost) in connection with any proceedings that the Discloser may initiate against a Recipient or any third party for the unauthorised use, copying or disclosure of Confidential Information.

§ 4 Term and Termination

1. This Agreement shall become effective for a period of 10 years upon the date of signing by all Parties.
2. The regulations of this Agreement continue to apply to Confidential Information disclosed before the termination of this Agreement for five years from termination.
3. Upon termination of this Agreement or upon the request of Discloser, whichever occurs first, Recipient shall, at Discloser's discretion, either destroy, delete or return to Discloser any and all Confidential Information received including all copies thereof and confirm in Writing that it holds no Confidential Information any longer. Electronic saved data is to be irretrievably deleted, if return is impossible or infeasible, and to be communicated to

Discloser in Written Form (as defined in § 7 para. 2 below) as deleted. Said terms and provisions do not apply for

- a. copies of Confidential Information prepared in the course of routine IT backups,
- b. Confidential Information or copies of Confidential Information which must be kept on file by Recipient due to binding legal provisions, and
- c. originals and copies of this Agreement,

whereas Confidential Information as per this § 4 para. 3, lit. a to c is subject to the confidentiality obligations pursuant to this Agreement up to the destruction, deletion or return of such. § 4, para. 2 does not apply to said Confidential Information.

§ 5 Rights on Confidential Information

Confidential Information shall remain property of Discloser. Any intellectual property right, copyright, patent, design, name, trade mark or any other registered or non-registered right of remains with Discloser. No licenses to use Confidential Information outside the Purpose are granted from Discloser.

§ 6 Disclaimer, Relationship

1. Without prejudice to any other provisions which may take precedence over this Agreement, Discloser makes no representation or warranty, whether express or implied, with respect to the Confidential Information, including, but not limited to its correctness, its fitness for a particular purpose, or non-infringement of any third party rights.
2. This Agreement does not create any obligation to disclose or receive any Confidential Information or to enter into any further agreement with any other Party in respect of the Purpose. This is an Agreement between independent contractors, and this Agreement does not create any joint venture, partnership or other fiduciary relationship between the Parties.
3. Any Party may now or in the future work independently to develop products or processes that compete with products or processes in connection with this Agreement, provided there is no use or benefit from access to the Confidential Information or derived from Confidential Information received from Discloser.
4. None of the Parties will use the name, trademark or likeness of any other Party in any publication or advertising without the prior Written approval of such other Party.

§ 7 Final Provisions

1. Unless explicitly specified otherwise, this Agreement constitutes the entire understanding and agreement between the Parties and supersedes all communications, oral or Written, between the Parties relating to the subject matter of this Agreement. There are no oral supplements to this Agreement.
2. No modification of this Agreement shall be effective unless made in Writing. For the purpose of this Agreement, "**in Writing**", "**Written**" and "**Written Form**" shall require the authentic signature by a person or by such person's duly authorised representative on a document in hard copy, irrespective of the medium through which such original or copy thereof may be conveyed, such as fax or other means of electronic transmission,

including transmission of such copy by electronic mail. For the avoidance of doubt, the text of an e-mail itself shall not qualify as Written Form.

3. The export of Confidential Information disclosed under this Agreement may be prohibited by law or require governmental approval. Each Party shall observe the respective national and international laws and other legal regulations which are applicable for the use and disclosure of Confidential Information exchanged pursuant to this Agreement, in particular the applicable export control regulations and sanction schemes.
4. Should any of the provisions of this Agreement be or become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remainder of this Agreement. The invalid or unenforceable provision shall be replaced by a valid one the effect of which being as similar as possible to what has been intended by the Parties. This also applies to an unintentional gap in this Agreement.

§ 8 Applicable Law and Dispute Resolution

1. This Agreement shall be governed by and construed in accordance with German law without regard to the conflict of laws provisions referring to other legislations.
2. The Parties shall intend to solve all disputes or disagreement resulting from this Agreement, including the validity, interpretation or termination, by amicable settlement.
3. The Parties hereby agree that any disputes that cannot be settled amicably shall be finally and exclusively settled by binding arbitration in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V. - DIS) without recourse to the ordinary courts of law. The number of arbitrators shall be three. The place of arbitration shall be Nuremberg, Germany. The procedural laws of this place shall apply where the said Rules are silent. The language of the arbitral proceedings shall be German unless otherwise agreed upon by the Parties. This arbitration clause is governed by German substantive law.

SEMIKRON, s.r.o.

**SLOVAK UNIVERSITY OF TECHNOLOGY
Faculty of Materials Science and Technology
in Trnava**

Vrbove

Trnava, Date

Jens-Uwe Niemeyer, General Manager

prof. Ing. Miloš Čambal, CSc.

Stefan Starovecky, Technical Director