

Agreement on Confidentiality and Protection of Confidential Information

concluded pursuant to §
269 par. 2 and § 271 of Act no. 513/1991 Coll. Commercial Code, as amended (hereinafter referred to
as the "Agreement") between the Contracting Parties:

CSTI SR

Name: **Centre of Scientific and Technical Information SR**
Registered office: Lamačská cesta 8/A, 840 05 Bratislava
Statutory body: prof. PharmDr. Ján Kyselovič, CSc., CEO
Company ID: 00 151 882
TIN: 2020798395
VAT number: SK2020798395

(hereinafter referred to as the "Party 1")

and

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Name: SYLEX s.r.o.
Residence: Mlynské Luhy 31, 821 05, Bratislava
Statutory body: Dana Synaková, General manager
Company ID: 31395091
TIN: 2020330477
VAT number: SK2020330477

(hereinafter referred to as the "Party 2")

(Party 1 and Party 2 hereinafter referred to as the "Parties" or "Contracting parties")

Article 1

Introductory provisions

1. The Parties enter into this Agreement for the purpose of examining a commercial opportunity of mutual interest and, in connection with that opportunity, each Party may disclose certain

confidential technical and commercial information (hereinafter referred to as "Information") to the other Party.

2. All information which has not already been disclosed or is not generally known by a Party shall be treated as confidential until such time as it becomes publicly known and accessible. In case of doubt, the information shall be treated as confidential.
3. For the purposes of this Agreement, the following shall be considered as confidential information: all information provided or made available to each other orally or in writing, in particular information which the Parties have learned in connection with the purpose of this Agreement, as well as know-how, which means all knowledge of a commercial, production, technical or economic nature related to the activities of the Contracting Party which has actual or at least potential value and which is not in the relevant in business circles readily available and should be protected. They consider mutually exchanged information to be confidential (hereinafter referred to as "confidential information"). In particular, information falling within the scope of trade secrets under Section 17 of the Commercial Code is considered confidential (i.e. all information of a commercial, production or technical nature that has actual or at least potential material or immaterial value, is not readily available in the relevant business circles, should be kept secret at the will of the contracting party and the contracting party ensures their confidentiality accordingly). In particular, all price and technical information, know-how, structure and results, assets, receivables and liabilities, strategies and plans and information concerning subject-matter protected by intellectual property shall be considered confidential. Information expressly identified as confidential by either Party shall also be considered confidential.

Article 2

Subject of the Agreement

1. The subject of this Agreement is to ensure the protection of confidential information that will be provided to the either Party for the purpose of examining a commercial opportunity specified in Art. 1 of this Agreement.

Article 3

Rights and obligations of the contracting parties

1. The Parties undertake to treat the information as confidential and are obliged to take all measures to preserve its confidential status.
2. The Parties undertake to maintain the confidentiality of the facts learned in connection with this Agreement and to access the information in such a way that it is in no case disclosed or provided to any third party.
3. The Parties undertake to take all necessary measures to avoid information leakage, in particular to:
 - avoid information from being passed on,

- transfer of information to a third party,
 - disclosure of information,
 - reproduction and dissemination of the information provided,
 - access to information by unauthorised persons,
 - leakage of information by any, even negligent action.
4. The Parties undertake not to disclose or use for purposes other than for the purpose of examining a commercial opportunity in accordance with this agreement any confidential information entrusted to each other without the written consent of the other Party.
 5. The following shall not be considered a breach of an undertaking:
 - a. provision of information pursuant to Act No. 211/2000 Coll. on Free Access to Information and on Amendments to Certain Acts (Freedom of Information Act), as amended, to the extent strictly necessary on the basis of the said legislation
 - b. If a Party provides or discloses confidential information to the other Party, this Agreement implicitly grants consent to handle, transmit or disclose such confidential information for the following limited cases:
 - i. if the Party is obliged to do so according to a generally binding legal regulation or according to an enforceable decision, measure or invitation of a competent public authority,
 - ii. if necessary in judicial, arbitral, administrative and other similar proceedings,
 - iii. if the third party is a person who will have a legal obligation of confidentiality in relation to the information provided or made available,
 - iv. if it concerns the provision or disclosure of a part of confidential information through a designated representative of either Party to the extent at least necessary for the purposes of references, promotion or informing the public, in accordance with EC and SR legislation; such representative must be properly instructed in the obligations regarding confidential information and will be bound by the duty of confidentiality to the extent given by this Agreement.
 6. In the event that one Party is requested or required by law, or pursuant to any request or order of any court or governmental authority, to disclose any confidential information obtained under this Agreement, this Party (to the extent permitted by law) shall provide the providing Party with prompt notice of any such request or requirement so that the providing Party may request a protection order or other appropriate remedy and provide all reasonable assistance to the providing Party (contrary to such requested disclosure or request for a protection order or confidential treatment of all or part of such confidential information). Pending such a protective order or other remedy, the receiving Party may disclose such information as it reasonably believes it is legally compelled to disclose after obtaining a legal opinion, and in such event shall use its best efforts to coordinate with the providing Party to obtain reasonable assurance that such information will be treated as confidential.

7. The Contracting Parties shall protect the confidential information of the other Party with the same care as they protect their own information of the same kind, but always at least to the extent of reasonable professional care.
8. Protection under this Article shall not be mandatory in respect of initially confidential information which, after consent to its disclosure and disclosure, becomes publicly known in a manner that does not infringe the provisions of this Agreement.
9. At the request of the providing Party the receiving Party shall immediately return to the providing Party or destroy confidential information of the providing Party that is no longer necessary for the purposes of this Agreement. The obligation to protect Confidential information referred to in this Article shall bind the Parties for 5 (in words: five) years from the entry into force of this Agreement.
10. All documents provided by either Party and the data recorded must be deleted or shredded after termination of contractual relations without being asked to hand over to the providing Party or at its discretion. This obligation shall also apply to copies made. This provision shall not apply in the case of mutual contracts of related documentation between the Parties, which, however, may not be disclosed to a third party without the consent of the Provider.
11. The Contracting Parties declare that if, during the performance of the obligation arising from this Agreement, the information provided by the providing Party that is necessary for the performance of this Agreement contains data subject to the regime of protection of classified facts and/or it will be necessary to access and handle personal data protected according to Art. 28 of the Regulation of the European Parliament and the Council (EU) no. 2016/679 on the protection of natural persons in the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC (hereinafter referred to as GDPR") and Act No. 18/2018 Coll. on the protection of personal data and on the amendment and supplementation of certain laws (hereinafter referred to as "Act No. 18/2018 Coll."), the recipient is obliged to proceed in accordance with such regulations and to perform all necessary actions necessary to ensure obligations in accordance with these regulations.
12. The Parties shall be liable for damage, which means both actual damage and lost profits (hereinafter referred to as "damage") caused by breach of confidentiality obligations under this Agreement. Liability for damage also extends to third parties whose rights will be affected by this violation. Liability extends to all applicable claims, claims, losses, damages, injuries, liabilities, costs or expenses of any kind, as well as arbitration and other reasonable legal fees.

Article 4

Final provisions

1. This Agreement shall enter into force and effect on the date of its signature by the Contracting Parties.
2. The Agreement is drawn up in 2 (in words: two) copies, 1 (in words: one) copy for each Contracting Party.

3. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, or other intellectual property right of the other Party, nor does this Agreement grant either Party any rights to the other Party's confidential information or confidential information, except as expressly provided in this Agreement.
4. Neither Party may issue any press release, public notice, advertisement, publication, confirmation or rejection of this Agreement or its subject matter without the prior written consent of the other Party.
5. The Contracting Parties declare that they have thoroughly acquainted themselves with the content of this Agreement, that it has been concluded freely, seriously, certainly and comprehensibly, not in distress or under noticeably unfavourable conditions, and sign it as a sign of their consent.

Done at ,

done at , on