

Confidentiality Agreement

ZMLUVA O MLČANLIVOSTI

between

medzi

Plastic Omnium Auto Exteriors, s.r.o.

with its seat in 995 Lozorno, 900 55, the Slovak Republic, Id. No. : 35 792 108, VAT No. : SK 2020279371, registered in the Business Register of the District Court Bratislava I, Section Sro, Insert No. 22090/B

Plastic Omnium Auto Exteriors, s.r.o.

so sídlom 995 Lozorno, 900 55, Slovenská republika, IČO : 35 792 108, IČ DPH : SK 2020279371, zapísaný v Obchodnom registri Okresného súdu Bratislava I, Oddiel : Sro, Vložka č. 22090/B

hereinafter referred to as "**PO**"

ďalej len „**PO**“

and

a

Institute of Informatics of Slovak Academy of Sciences, legal form: contributory organization, With its seat in Dúbravská cesta 9, 845 07 Bratislava, Slovak Republic, Id. No.: 17055555, VAT No.: SK202079692, registered in: established by a decision of Presidium of Slovak Academy of Sciences

Ústav informatiky Slovenskej akadémie vied, právna forma: príspevková organizácia, so sídlom Dúbravská cesta 9, 845 07 Bratislava, Slovenská republika, IČO: 17055555, IČ DPH: SK202079692, zapísaná v: zriadené rozhodnutím Predsedníctva Slovenskej akadémie vied

hereinafter referred to as "**Supplier**"

ďalej len „**Dodávateľ**“

Hereinafter referred to individually as "the **Party**" and jointly as "the **Parties**" and/or " **Disclosing Party(ies)**" or "**Receiving Party(ies)**"

Ďalej jednotlivo ako „**zmluvná strana**“ alebo spolu ako „**zmluvné strany**“ a (alebo „**Sprístupňujúca strana(y)**“ alebo „**Prijímajúca strana(y)**“

Whereas:

PO is an entity part of the AUTO EXTERIOR group of companies, which constitutes a division of the PLASTIC OMNIUM group of companies.

The PLASTIC OMNIUM AUTO EXTERIOR division is the leading global tier one supplier of exterior plastic parts for the automotive industry and other automotive components.

PO is a company specialised in the development, manufacture, assembly and distribution of parts and modules equipping cars. In the course of its business, it is desirous of obtaining supply according to its needs.

Supplier is a research institution carrying out research, development and innovation in the professional fields of information and communication technologies, electrical engineering, automation, control systems and nanotechnologies. The **Parties** intend to enter into mutual contractual relations concerning their supply for specified projects (hereafter the "**Projects**").

For the purpose to evaluate the potential contractual relationships, **Parties** will exchange certain information of a confidential nature, without any contractual commitment of either **Party** to carry out such **Projects**. This confidentiality agreement (hereinafter the "**Agreement**") will provide the framework for and to define the terms and conditions that shall govern the exchange of information between **Parties** arising out of or in connection to (i) any and all requests for quotation or requests for technical information send to the **Supplier** by **PO** (ii) any and all awards, or orders made by **PO** and more generally (iii) with respect to all contractual relationships between **PO** and the **Supplier** regarding any and all **Projects**.

Now it is hereby agreed as follows:

ARTICLE 1 PURPOSE

The purpose of this **Agreement** is to define the terms and conditions under which the **Confidential Information** shall be treated by the **Parties**.

Pričom:

PO je súčasťou skupiny spoločností AUTO EXTERIOR, ktoré sú divíziou skupiny spoločností PLASTIC OMNIUM.

Divízia PLASTIC OMNIUM AUTO EXTERIOR je vedúci dodávateľ prvej triedy externých plastových súčastí pre automobilový priemysel a iných súčastí automobilov.

PO je spoločnosť, ktorá sa špecializuje na vývoj, výrobu, montáž a distribúciu súčastí a modulov pre automobily. Pre svoju činnosť si potrebuje zabezpečiť dodávky podľa svojich potrieb.

Dodávateľ je výskumnou inštitúciou uskutočňujúcou výskum, vývoj a inovácie v odborných oblastiach informačných a komunikačných technológií, elektrotechniky, automatizácií, riadiacích systémov a nanotechnológiách. **Zmluvné strany** majú v úmysle vstúpiť do vzájomných zmluvných vzťahov týkajúcich sa ich dodávky pre určené projekty (ďalej len "**Projekty**").

Za účelom vyhodnotenia potenciálnej zmluvnej spolupráce si **zmluvné strany** vymenia určité informácie dôvernej povahy, a to bez akéhokoľvek záväzku kt

For the interpretation of the **Agreement**, the expression "**Confidential Information**" means any and all information (including but not limited to business or financial or technical information), on any medium whatsoever (such as without limitation paper, sample, electronic or computer medium, or film) provided that any intangible information shall be confirmed in writing, belonging to, or held by of, or disclosed by one of the **Parties** (hereinafter: the "**Disclosing Party**") to the other **Party** (hereinafter: the "**Receiving Party**"), or to which the **Receiving Party** has access to, or is exposed to in connection with the **Projects** or while carrying out or evaluating the **Projects**.

The following information shall be always considered as **Confidential Information**:

- 3D CAD DATA related to the **Projects**;
- 2D drawing related to the **Projects**;
- Bill of materials and components related to the **Projects** ;
- **PO** Specifications related to the **Projects**;
- Raw materials datasheets related to the **Projects**;
- Process parameters (injection molding, painting, assembly, etc.) related to the **Projects**;
- Any and all figures, tables or information related to the cost structure of the **Projects**;
- Prototypes/samples in relation with the **Projects**;
- Any and all documents, information belonging to **PO's** customers;
- Any and all e-mails sent, exchanged in relation with the **Projects**;

Any analyses, notes or documents drafted or drawn up by the **Receiving Party** on the basis of the **Confidential Information** shall also be considered as **Confidential Information**.

Information shall not be considered as **Confidential Information** when the **Receiving Party** proves that such information:

- (i) was already in the public domain before its disclosure to (or its access by) the **Receiving Party** ; or

- (ii) entered in the public domain after its

Pre účely tejto **Zmluvy** pojem „**Dôverné informácie**“ znamená akékoľvek a všetky informácie (vrátane, ale nielen, obchodných alebo finančných alebo technických informácií), nachádzajúce sa na akomkoľvek médiu (napríklad na papieri, ako vzorky, v elektronickej podobe alebo v počítači, na filme), pričom však nehmotné informácie budú písomne potvrdené, ktoré sú vo vlastníctve, v držbe alebo sprístupňované jednou zo **zmluvných strán** (ďalej len „**Sprístupňujúca strana**“) druhej **zmluvnej strane** (ďalej len „**Prijímajúca strana**“) alebo ku ktorým má **Prijímajúca strana** prístup alebo možnosť sa dostať v súvislosti s **Projektmi** alebo pri realizácii **Projektov** alebo vyhodnocovaní nožnej účasti na **Projektoch**.

disclosure to (or its access by) the **Receiving Party**, without breach of its obligations under the **Agreement** ; or

- (iii) was already known by the **Receiving Party** before its disclosure to (or its access by) the **Receiving Party**. However, such information shall be considered as **Confidential Information** in the event that the **Receiving Party** already received it within the framework of another confidentiality agreement ; or
- (iv) has been developed by the **Receiving Party** independently from its access to **Confidential Information** ; or
- (v) has been legally obtained by the **Receiving Party** from a third party not subject to a confidentiality obligation with the **Disclosing Party**.

The exceptions mentioned above shall be limitedly and strictly construed. The fact that any **Confidential Information** may be combined or included in more general information falling under those exceptions shall not be sufficient unless such **Confidential Information** by itself falls under such exceptions.

ARTICLE 3 COMMITMENTS OF THE PARTIES

3.1 *Obligation of non-disclosure and confidentiality*

The **Receiving Party** undertakes, for the period of time defined in Article 6 "Term" below, to keep strictly confidential and secret all **Confidential Information** and, without the prior written agreement of the **Disclosing Party** not to either gratuitously or for consideration:

- (i) disclose to third parties the purpose and the content of the **Agreement**, or the fact that discussions are taking place about the **Projects**.
- (ii) disclose to third parties **Confidential Information** that it has received or to which it has had access to.

It is agreed that, if the **Disclosing Party**

sprístupnení **Prijímající strane** (alebo po nadobudnutí vedomosti o nej **Prijímající stranou**), avšak nie v důsledku porušení povinností podľa této **Zmluvy** zo strany **Prijímající strany**; alebo

- (iii) bola už známa **Prijímající strane** pred jej sprístupnením **Prijímající strane** (alebo nadobudnutím vedomosti o nej **Prijímající stranou**). Takáto informácia však bude považovaná za **Důvernú informaci** v prípade, ak **Prijímající strana** obdržala túto informáciu ako důvernú v zmysle inej dohody; alebo
- (iv) bola vyvinutá **Prijímající stranou** bez súvislosti s jej doručenými **Důvernými informáciami**; alebo
- (v) bola získaná **Prijímající stranou** v súlade s právnymi predpismi od tretej strany, ktorá nebola viazaná mlčanlivosťou voči **Sprístupňující strane**.

Výnimky uvedené vyššie sú taxatívne. Skutočnosť, že určitá **Důverná informace** môže byť skombinovaná alebo začlenená do viac všeobecnej informácie spadajúcej pod jednu z uvedených výnimiek nie je dostatočná, pokiaľ aj samotná **Důverná informace** nespadá pod jednu z uvedených výnimiek.

authorises disclosure to a third party, the **Receiving Party** (a) undertakes to make this disclosure only in accordance with the conditions stipulated by the **Disclosing Party** in its authorization, and (b) shall ensure and guarantee that the said third party handles the **Confidential Information** in accordance with the terms and conditions of the **Agreement**.

- (iii) use the **Confidential Information** for any other purpose than carrying out or evaluating the **Projects**.

The **Receiving Party** shall take any and all measures necessary in order to protect the **Confidential Information** from any disclosure, such measures being at least similar to those taken by itself in order to protect its own confidential information, and it shall in particular but not exclusively :

- a) limit access to the **Confidential Information** to its sole company officers and employees directly involved in the **Projects** who shall have need thereof.

The **Receiving Party** shall (i) inform the said company officers and employees beforehand of the confidential nature of the **Confidential Information** and (ii) ensure and guarantee that they handle the **Confidential Information** in accordance with the terms and conditions of the **Agreement** and (iii) at the express request of the **Disclosing Party**, make them sign a confidentiality undertaking; and

- b) only copy or reproduce the **Confidential Information** within the limits necessary to the **Projects**; and
- c) refrain from any action that could harm the confidentiality of the **Confidential Information**, and carry out any actions necessary for preserving this confidentiality.

3.2 Disclosure to Affiliated Companies

Each **Receiving Party** may disclose **Confidential Information** to its **Affiliated Companies** (as defined below) for the sole

odsúhlasila sprístupnenie tretej osobe, **Prijímajúca strana** (a) sa zaväzuje uskutočniť toto sprístupnenie výlučne v súlade s podmienkami, ktoré určila **Sprístupňujúca strana** vo svojom súhlase, a (b) je povinná zabezpečiť a zaväzuje sa, že dotknutá tretia osoba bude nakladať s **Dôvernými informáciami** v súlade s podmienkami **Zmluvy**.

- (iii) nepoužiť **Dôverné informácie** na žiaden iný účel, ako je realizácia alebo vyhodnotenie **Projektov**.

Prijímajúca strana sa zaväzuje uskutočniť akékoľvek a všetky opatrenia potrebné pre ochranu **Dôverných informácií** pred akýmkoľvek sprístupnením, pričom tieto opatrenia budú najmenej obdobné opatreniam prijatých **Prijímajúcou stranou** na ochranu vlastných dôverných informácií

purpose of carrying out or evaluating the **Projects**, provided that:

- (i) the **Receiving Party** informs such **Affiliated Companies** of the confidential nature of the **Confidential Information**; and
- (ii) the **Receiving Party** remains responsible for the use of the **Confidential Information** by its **Affiliated Companies**.

For the avoidance of doubt, each **Party** agrees that its **Affiliated Companies** may exchange **Confidential Information** directly with each other, as well as with the other **Party** and with the other **Party's Affiliated Companies**.

"**Affiliated Companies**" means with respect to either **Party**, any company (i) directly or indirectly controlled by one of the **Parties**, or (ii) directly or indirectly controlling one of the **Parties**, or (iii) under the same control as one of the **Parties**. For the purpose of this definition the term "**control**" means the possession, directly or indirectly, of at least fifty percent (50 %) of the share capital or voting rights.

3.3 Statutory obligation to disclose

It is agreed between the **Parties** that the **Receiving Party** shall not be in breach of the provisions of Article 0 "Obligation of non-disclosure and confidentiality" to the extent disclosure of any **Confidential Information** is required by any judicial or administrative entity or any other authority of proper jurisdiction, provided that:

- (i) the **Disclosing Party** shall have been informed, as far as reasonably possible prior to any such required disclosure, of the existence, terms and circumstances surrounding the request for disclosure so that it may seek any appropriate remedy in order to protect its interests; and
- (ii) the **Receiving Party** cooperates with the **Disclosing Party** to preserve as far as reasonably possible the confidentiality of such **Confidential Information**; and

výlučne za účelom realizácii **Projektov** alebo vyhodnocovaní nožnej účasti na **Projektoch** a za predpokladu, že:

- (i) **Prijímajúca osoba** informovala dotknuté **Spriaznené spoločnosti** o dôvernej povahe **Dôverných informácií**; a
- (ii) **Prijímajúca osoba** ostane výlučne zodpovedná za používanie **Dôverných informácií** zo strany **Spriaznených spoločností**.

Pre predídenie pochybnostiam každá zo **zmluvných strán** súhlasí, že ich **Spriaznené spoločnosti** sú oprávnené na priamu výmenu **Dôverných informácií** medzi sebou, ako aj s druhou **zmluvnou stranou** a jej **Spriaznenými spoločnosťami**.

"

- (iii) such disclosure shall not be construed as a waiver of confidentiality of the **Confidential Information** so disclosed.

- (iii) takéto sprístupnenie nebude uskutočnené so vzdaním sa práva na utajenie sprístupňovaných **Dôverných informácií**.

3.4 Obligation to return Confidential Information

At any time upon first request of the **Disclosing Party** the **Receiving Party** shall:

- (i) promptly return all **Confidential Information** to the **Disclosing Party** (including all copies and reproductions thereof) or promptly provide a sworn statement of an authorized officer of the **Receiving Party** that such **Confidential Information** has been destroyed; this obligation applies analogously to all electronic, digitally/soft saved copy of **Confidential Information**, which must be permanently deleted using state of the art file deletion technology. If statutory archiving provision require a **Party** to observe a longer retention period, the foregoing obligation is suspended, but only for such time and to such extent as it is necessary for compliance with the law; and
- (ii) no longer use the **Confidential Information** nor any other document in any form whatsoever containing all or part of the **Confidential Information**.

3.4 Povinnosť vrátiť Dôverné informácie

Kedykoľvek na požiadanie **Sprístupňujúcej strany** je **Prijímajúca strana** povinná:

- (i) bezodkladne vrátiť všetky **Dôverné informácie** (vrátane všetkých ich kópií a reprodukcí) alebo predložiť čestné vyhlásenie oprávneného predstaviteľa **Prijímajúcej strany**, že dané **Dôverné informácie** boli zničené, táto povinnosť sa týka aj všetkých elektronických, digitálnych/mäkkých (soft) kópií **Dôverných informácií**, ktoré musia byť trvalo vymazané za použitia mazacích technológií spĺňajúcich aktuálne štandardy. Ak požiadavky na archivovanie v zmysle právnych predpisov ukladajú **zmluvnej strane** dlhšiu lehotu na uchovanie, povinnosť podľa tohto ustanovenia sa neuplatní počas času a v rozsahu v akom je to potrebné pre dodržanie právnych predpisov; a
- (ii) prestať používať **Dôverné informácie** alebo akékoľvek iné dokumenty v akejkoľvek podobe, ktoré obsahujú **Dôverné informácie** alebo ich časť.

ARTICLE 4 SCOPE OF THE AGREEMENT

- (iii) constituting a commitment by one or the other of the **Parties** to sign a contract of any nature whatsoever for the **Projects** or as limiting in any manner whatsoever (subject to compliance with the provisions of the **Agreement**) the freedom of each of the **Parties** to conclude agreements with third parties.
- (iv) constituting the obligation for the **Receiving Party** to pay to receive the **Confidential Information**.
- (v) providing to the **Receiving Party** any warranty that the **Confidential Information** is accurate and/or complete. The **Disclosing Party** does not grant any warranty as to the use of **Confidential Information** by the **Receiving Party**.

ARTICLE 5 BREACH

- 5.1 Any breach or default by the **Receiving Party** of its obligations under the **Agreement** may constitute irreparable damages to the **Disclosing Party** and give rise to indemnification.

The **Receiving Party** shall indemnify the **Disclosing Party** from any damage (whether direct or indirect, physical, material or immaterial, consequential or not) arising out of such a breach or default.

- 5.2 The **Parties** acknowledge and agree that any breach or default by the **Receiving Party** of its obligations under the **Agreement** may not be adequately or sufficiently compensated by financial remedies.

The **Receiving Party** therefore agrees that in addition to any other rights and remedies that the **Disclosing Party** may have, the **Disclosing Party** shall be entitled to seek from any competent courts all measures necessary to prevent any actual or threatened breach of the **Agreement** or unauthorised disclosure or use of the **Confidential Information**.

ARTICLE 6 TERM

- 6.1 The **Agreement** shall enter into force on the date of signature of both **Parties** and is concluded for a period of five (5) years,

- (iii) nezakladá záväzok ktorejkoľvek **zmluvnej strany**, aby táto uzavrela akúkoľvek zmluvu týkajúcu sa **Projektov**, respektíve neobmedzuje akýmkoľvek spôsobom (za predpokladu dodržania ustanovení **Zmluvy**) slobodu ktorejkoľvek **zmluvnej strany**, aby táto uzatvárala zmluvy s tretími stranami.
- (iv) nezakladá záväzok **Prijímajúcej strany**, aby platila odplatu za prijatie **Dôverných informácií**.
- (v) neposkytuje **Prijímajúcej strane** akékoľvek ubezpečenie, že **Dôverné informácie** sú presné a/alebo úplné. **Sprístupňujúca strana** neposkytuje žiadnu záruku vo vzťahu k využ

notwithstanding any termination or suspension of the exchanges of **Confidential Information** before the **Agreement's** expiry.

6.2 Notwithstanding the foregoing, upon expiry of the **Agreement**, articles of the **Agreement** which, by their nature, continue beyond its term shall remain in full force and effect as necessary (e.g. non-disclosure and confidentiality obligation), and the obligations of non-disclosure and confidentiality of the **Parties** under the **Agreement** shall remain in full force and effect for a period of three (3) years after the expiry of the **Agreement**.

6.3 In the event that a contract is concluded for one of the **Projects**, the **Parties** expressly agree that the **Agreement** shall automatically remain in force throughout the term of the said **Project** and for a period of three (3) years following the expiry or the termination of the said contract.

bez ohľadu na akékoľvek skončenie alebo prerušenie výmeny **Dôverných informácií** pred uplynutím dohodnutej doby trvania **Zmluvy**.

6.2 Bez ohľadu na vyššie uvedený odsek, aj po uplynutí dohodnutej doby trvania **Zmluvy** tie jej ustanovenia, ktoré podľa svojej povahy majú ostať v platnosti aj po skončení **Zmluvy** (napr. povinnosť mlčanlivosti a neprístupnosti), ostanú platné a účinné, a povinnosť **zmluvných strán** neprístupniť a zachovávať mlčanlivosť podľa **Zmluvy** ostanú platné a účinné po dobu troch (3) rokov odo dňa uplynutia platnosti **Zmluvy**.

6.3 V prípade, ak dôjde k uzavretiu zmluvy na jeden z **Projektov**, **zmluvné strany** sa dohodli, že táto **Zmluva** bez potreby akéhokoľvek osobitného úkonu ostane v platnosti a účinnosti počas doby trvania takéhoto **Projektu** a po dobu troch (3) rokov odo dňa uplynutia platnosti príslušnej zmluvy.

ARTICLE 7 GOVERNING LAW - DISPUTES

7.1 The **Agreement** shall be subject to and interpreted in accordance with the law of the Slovak Republic.

7.2 The competent courts of the Slovak Republic, shall have exclusive jurisdiction over all proceedings and controversies arising in connection with the **Agreement**.

ARTICLE 8 MISCELLANEOUS

as:

- (i) creating between the **Parties** a de facto company, joint venture, agency or any other association of any nature whatsoever, each **Party** being individually liable for its obligations as defined in the **Agreement** ; or
- (ii) allowing any of the **Parties** to act or declare it has power to act, toward third parties, as an agent or representative of the other **Party**, or by any other means bind the other **Party** to any obligation.

8.3 No waiver

The fact that one of the **Parties** does not apply, at any time, any of the provisions of the **Agreement** or does not request the application thereof by the other **Party** shall not be considered as constituting a waiver of any such provision or of any other provision, or affecting the validity of the **Agreement**, or the right of each **Party** to subsequently claim the application of such provision or of the **Agreement** itself.

8.4 Assignment

Neither **Party** may sell, transfer or assign its rights or duties under the **Agreement** to any third party. In particular, for the benefit of this Article, **Affiliated Companies** of **PO** shall not be considered as third parties.

8.5 Language

This **Agreement** shall be executed in the English and Slovak language. In case of differences the Slovak version shall prevail.

8.6 Notice

All notices or communications between the **Parties** in connection with this **Agreement** shall be sent by express delivery courier services, mail with acknowledgement receipt requested, or by fax with electronic confirmation of its delivery. All such notices or communications shall be delivered to the domiciles and/or facsimile numbers below:

For PO:

nebola uzavretá a nemôže byť vykladaná ako:

- (i) vytvárajúca medzi **zmluvnými stranami** partnerstvo, joint venture, zastúpenie alebo akékoľvek iné spoločenstvo akéhokoľvek druhu, pričom každá **zmluvná strana** je samostatne zodpovedná za svoje záväzky podľa **Zmluvy**; alebo
- (ii) poskytujúca ktorejkoľvek zo **zmluvných strán** právo vystupovať voči tretím osobám ako agent alebo zástupca druhej **zmluvnej strany** alebo akýmkoľvek iným spôsobom zaväzovať druhú **zmluvnú stranu**.

8.3 Nevzdanie sa

To : Miriám Ondrejčáková
Post: Lozorno 900 55
Address : Lozorno 995
Tel: 0905 777 622
Fax: _____
E-Mail: miriam.ondrejcakova@plasticomnium.com

Pre : Miriám Ondrejčáková
Pošta: Lozorno 900 55
Adresa : Lozorno 995
Tel: 0905 777 622
Fax: _____
E-Mail: miriam.ondrejcakova@plasticomnium.com

For Supplier:

To : Ing. Ivana Budinská, PhD.
Post: Bratislava 84507
Address : Dúbravská cesta 9
Tel: 0907 777 411
E-Mail: Ivana.Budinska@savba.sk

Pre Dodávateľa:

Pre : Ing. Ivana Budinská, PhD.
Pošta: Bratislava 84507
Adresa : Dúbravská cesta 9
Tel: 0907 777 411
E-Mail: Ivana.Budinska@savba.sk

or to any other domiciles, facsimile numbers or to any other person that any of the **Parties** notifies the other for purposes set forth in this clause.

Made on the 14.05.2020 at Lozorno
in 2 (two) original copies, 1 (one) for **Supplier**
and 1 (one) for the **PO**.

alebo na také iné miesta, faxové čísla alebo takým osobám, ktoré na pre účely oznamovania jedna **zmluvná strana** oznámi druhej.

Vyhotovené 14.05.2020 v Lozorno
v 2 (dvoch) origináloch, 1 (jeden) pre **Dodávateľa**
a 1 (jeden) pre **PO**.

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