

AGREEMENT

ON CONFIDENTIALITY AND PROTECTION OF CONFIDENTIAL INFORMATION

concluded pursuant to § 269, Paragraph 2 of Act. No. 513/1991 Coll., the Commercial Code,
as amended (hereinafter referred to as “**Agreement**”) between

1.

Name: **Centrum pre využitie pokročilých materiálov SAV, v. v. i.**
 (“Centre for Advanced Materials Application SAS”)
Seat: Dúbravská cesta 5807/9, 845 11 Bratislava, Slovak Republic
ID: 50976044
Statutory body: doc. Ing. Miroslav Hnatko, PhD., Director
(hereinafter referred to as „**CEMEA SAS**”)

and

2.

Name: **Ústav anorganickej chémie SAV, v. v. i.**
 (“Institute of Inorganic Chemistry SAS”)
Seat: Dúbravská cesta 5807/9, 845 36 Bratislava, Slovak Republic
ID: 00586919
Statutory body: doc. Ing. Miroslav Boča, DrSc., Director
(hereinafter referred to as „**IIC SAS**”)

and

3.

Name: **Booster Precision Components (Beluša) s.r.o.**
Seat: Beluša-Hloža 2520, 018 61 Beluša, Slovak Republic
ID: 47236787
Statutory body: Rudolf Bernard Grijpma, Managing Director
(hereinafter referred to as „**Booster Precision Components**”)

(The parties to the Agreement referred to in points 1. and 2. and 3. collectively hereinafter referred to as „**Parties**” or individually as „**Party**”)

ARTICLE I

PRELIMINARY PROVISIONS

- CEMEA SAS is a scientific-research institution established and existing according to laws of the Slovak Republic.
- IIC SAS is a scientific-research institution established and existing according to laws of the Slovak

Republic.

3. Booster Precision Components is machining company active in the automotive business doing research in the area of new business development.
4. The Parties intend to establish a cooperation for the purpose of commercial application of solutions, the co-owners of which are CEMEA SAS and IIC SAS, namely of:
 - a) the invention, which is the subject of the priority European patent application EP22193733.7 (title: „*Method for electrochemical surface treatment of biomedical products made of titanium or Ti-based alloys*“),
 - b) the invention, which is the subject of the priority European patent application EP22204696.3 (title: „*A method for electrochemical surface treatment of biomedical product made of titanium or Ti-based alloys*“).
5. The purpose of this Agreement is the provision of information that is of a confidential nature and which is also important in the matter of establishing and possibly implementing the cooperation between the Parties according to the previous point of this Article. The purpose of this Agreement is also to maintain the confidentiality of confidential information by the Parties, thus non-disclosure of confidential information, to which the Parties undertake.

ARTICLE II

SUBJECT OF AGREEMENT

1. The subject matter of this Agreement is to provide discretion and secrecy of confidential information by the Parties.
2. The subject matter of this Agreement is also the regulation of the Parties' mutual rights and obligations in connection with the confidentiality of confidential information.

ARTICLE III

RIGHTS AND OBLIGATIONS OF THE PARTIES

1. Confidential information means all facts, information and data, regardless of their form, that the Parties have learned or will learn in connection with this Agreement or in connection with the fulfillment of this Agreement, including data, plans, presentations or other records, or software on which are captured production, technical and economic information, know-how, commercialization, research or production strategies, techniques, inventions, technical solutions, trade secrets within the meaning of Act No. 513/1991 Coll., the Commercial Code, business operations or customer requirements and at the same time:
 - a) are marked as confidential by the disclosing Party, or
 - b) which should be treated, given the circumstances known to the receiving Party at the time of disclosure, as confidential, or
 - c) from the nature of which it is apparent to the average prudent person that it is confidential (hereinafter referred to as „**confidential information**“).
2. Confidential information under this Agreement is not such information:

- a) which is publicly known and accessible at the time of its provision, or
 - b) which, after its provision, becomes publicly known and accessible otherwise than by breach of the obligation of confidentiality under this Agreement, or
 - c) which was exempted from these restrictions with the written consent of the disclosing Party, or
 - d) for which the Party can demonstrate that it was in its possession before its provision and was not obtained directly or indirectly in violation of the obligation of confidentiality under this Agreement, or in violation of applicable generally binding legal regulations.
3. The Parties are obliged to maintain the confidentiality of confidential information and undertake to take all necessary steps to prevent the disclosure and accessibility of such information to unauthorized third parties or the public.
 4. Confidential information or part thereof shall be used by the Parties exclusively for the purpose of establishing and possibly implementing the cooperation between the Parties according to Article I point 4. of the Agreement, unless the disclosing Party gives prior written consent to other use of confidential information. The Parties shall not transfer, notify or otherwise communicate the confidential information to a third person, in whole or in part, unless it is necessary for the fulfillment of their obligation from this Agreement and provided that the person in question is contractually bound to confidentiality at least to the extent required by this Agreement.
 5. The Parties shall limit access to confidential information to only those of their employees, representatives or agents who need to know the confidential information. Disclosure of this information to employees, representatives or agents is possible only on the condition that the person in question is contractually bound to confidentiality at least to the extent required by this Agreement.
 6. The Parties are obliged to inform each other without delay of any case of unauthorized use or disclosure of confidential information that they become aware of.
 7. Confidential information remains the property of the relevant Party and will be returned to it or destroyed with written and signed confirmation that said confidential information was destroyed upon written request if it is determined that the other Party no longer needs the confidential information. The Parties are entitled to keep one copy of the legal documents only for the purpose of determining their obligations arising therefrom.
 8. Nothing in this Agreement shall be deemed to grant to the receiving Party a license expressly or by implication under any patent, copyright or other intellectual property right. The receiving Party hereby acknowledges and confirms that all existing and future intellectual property rights related to the confidential information are exclusive titles of the disclosing Party. For the sake of clarity based in good faith, the receiving Party will not apply for or obtain any intellectual property protection in respect of the confidential information received. Likewise, any modifications and improvements thereof by the receiving Party shall be the sole property of the disclosing Party.
 9. If one Party needs to disclose any part of confidential information in court, administrative or law enforcement proceedings, it must immediately notify the other Party of this fact so that appropriate protective measures can be taken.

10. Confidential information is made available under this Agreement "AS IS" and no warranties of any kind are made as to the quality of such information, including, but not limited to, its applicability for any purpose, non-infringement of third party rights, accuracy, completeness or correctness.

ARTICLE IV

COMPENSATION FOR DAMAGE

1. In the event of a demonstrable violation of any obligation arising from the provisions of this Agreement by any of the Parties, the injured Party is entitled to demand compensation for the resulting damage.

ARTICLE V

COMMON AND FINAL PROVISIONS

1. This Agreement is concluded for a period of sixty (60) months from the date of its signing by all Parties and then automatically terminates unless renewed by in writing. The obligations and restrictions on the Parties relating to confidential information acquired during the term of this Agreement shall survive termination of the Agreement indefinitely.
2. The legal relationship established by this Agreement may be terminated only by written agreement of the Parties. The obligations of confidentiality and secrecy under this Agreement shall survive the termination of this Agreement until any of the cases mentioned in Article III point 2. of this Agreement demonstrably occurs with respect to the confidential information.
3. Relations of the Parties established by this Agreement, if the Agreement does not expressly regulate them, are governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended and other legal regulations of the Slovak Republic.
4. Each amendment or supplement of this Agreement must be performed in the form of numbered written amendments, which must be signed by all Parties.
5. This Agreement becomes valid and effective upon its signature by all Parties.
6. This Agreement is executed in 6 (six) copies, whereby each Party receives 2 (two) copies.
7. This Agreement is governed by and expressed in terms of the laws of the Slovak Republic. Any disputes on the interpretation shall be solved by mutual agreement of the Parties. If such agreement does not come, all disputes shall be resolved in accordance with Slovak substantive and procedural law before the competent court of the Slovak Republic.
8. The Parties agree that failure to exercise or delayed exercise of any rights arising from this Agreement by any of the Parties shall not be considered a waiver of the right, unless the waiver of such rights has been delivered in writing to the other Parties. The waiver of rights relating to a particular fact does not constitute a waiver of other rights or of the same rights in other cases or in the future.

9. In the event that any provision of this Agreement shall be or becomes invalid, ineffective and / or unenforceable, this shall not affect the validity, effectiveness and / or enforceability of the other provisions of the Agreement, unless the nature of such provision precludes it under generally binding legislation. At the same time, the Parties have agreed that, following the meaning of the provision in question, they will replace it with a new provision, the content of which will correspond as much as possible to the will of the Parties at the time of the conclusion of this Agreement.
10. This Agreement constitutes the entire agreement between the Parties. This Agreement shall apply in its entirety also to confidential information that the disclosing Party may have provided to the receiving Party at any time prior to the conclusion of this Agreement.
11. The Parties declare that this Agreement constitutes free and serious expression of their will, it is certain and clear for them, not concluded in distress under conspicuously disadvantageous conditions, and as a sign of which they execute it.

In Bratislava, on
**Centrum pre využitie pokročilých materiálov
SAV, v. v. i.**

.....
doc. Ing. Miroslav Hnatko, PhD.,
Director

In Bratislava, on
Ústav anorganickej chémie SAV, v. v. i.

.....
doc. Ing. Miroslav Boča, DrSc.,
Director

In Beluša, on
Booster Precision Components (Beluša) s.r.o.

.....
Rudolf Bernard Grijpma,
Managing Director