

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is entered into on 10.11.2023 ("**Effective Date**") between:

- (A) **Valk Welding B.V.**, company ID No.NL804364497B01, a legal entity incorporated and existing under the laws of Netherlands, registration number 23079109, having its registered office at Staalindustrieweg 15, 2952 AT Alblasterdam, Netherlands ("**VWBV**"), and
- (B) **TATRA DEFENCE VEHICLE a.s.**, company ID No. 241 52 269, having its registered office at Kodaňská 521/57, Vršovice, 101 00 Prague 10, Czech Republic, registered in the Commercial Register under file No. B 17463 kept by the Municipal Court in Prague ("**TDV**")

VWBV and TDV collectively referred to as the "**Parties**" and individually as a "**Party**")

In consideration of the mutual benefits to the Parties of disclosing and receiving the Confidential Information (as defined below), the Parties have agreed to comply with the following terms of this Agreement in connection with the use and disclosure of the Confidential Information where both Parties, within the framework of the mutual cooperation, act simultaneously as "**Recipient**" and "**Disclosing Party**".

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meaning attributed thereto below.

"**Affiliated Person**" means with regard to any person any other person, which directly or indirectly controls (as defined below) or is controlled or is under common direct or indirect control of such person, or any other persons indicated by the respective Party in annexes hereto. The term "**control**" means direct or indirect ownership of more than 50 % of the voting shares or equity interests in a legal entity or any other rights or powers to direct the conduct of a person for so long as such entitlement subsists;

"**Authorized Recipients**" means any of directors, officers, employees or consultants of the Recipient and/or the Affiliated Persons of the Recipient, who need to receive and consider the Confidential Information in connection with the Permitted Purpose;

"**Business Day**" means a day other than Saturday, Sunday or public holiday in the Czech Republic;

"**Connected Persons**" means any of directors, officers, employees, agents, consultants, advisors and/or legal counsel, and/or other representatives of the Disclosing Party and/or Affiliated Persons of the Disclosing Party;

"**Confidential Information**" means all information in whatever form which is directly or indirectly disclosed before, on or after the Effective Date by the Disclosing Party and/or on its behalf by the Affiliated Person(s) of the Disclosing Party, and/or the Connected Persons to the Recipient and/or the Authorized Recipients including but not limited to:

- (i) the fact that discussions and negotiations are taking place concerning the Permitted Purpose and the status of those discussions and negotiations;
- (ii) the existence and terms of this Agreement;
- (iii) all information relating to the trade secrets and banking secrets of the Disclosing Party and/or the Affiliated Persons of the Disclosing Party (including all information that applicable law defines as their "trade secrets" and/or "banking secret");
- (iv) all information concerning products, product specifications, data, formulae, compositions, designs, sketches, photographs, graphs, drawings, samples, inventions, discoveries, ideas, know-how, past, current, and planned research and development, current and planned methods and processes, client or customer lists and clients' files, current and anticipated client or customer requirements, vendor and supplier lists and files, price lists, market studies, business plans and business opportunities of the Disclosing Party and/or the Affiliated Persons of the Disclosing Party;

- (v) all information concerning software that was developed or modified by or for the Disclosing Party and/or the Affiliated Persons of the Disclosing Party (including object and source codes), databases, data modules or structures, algorithms, and computer system architectures;
- (vi) all information concerning the Disclosing Party's and/or Affiliated Persons' of the Disclosing Party business, corporate structure, affairs, assets, liabilities, historical and current financial statements, financial projections and budgets, historical, current and projected sales, capital spending budgets, forecasts, strategic plans, marketing and advertising plans, publications, agreements, the names, passport details and backgrounds of shareholders (owners of participatory interests) and personnel, and personnel training techniques and materials and the names, passport details, contact information and any other information relating to an identified or identifiable natural person;
- (vii) all Third Parties' (as defined below) confidential information in the possession or use of the Disclosing Party and/or Affiliated Persons of the Disclosing Party;
- (viii) information on registered trademarks and/or any other objects of intellectual property of the Disclosing Party and/or Affiliated Persons of the Disclosing Party and/or trademarks, and/or any other objects of intellectual property of the Disclosing Party and/or Affiliated Persons of the Disclosing Party, which are in the process of registration, as well as on other results of intellectual activity (intellectual property) of the Disclosing Party and/or Affiliated Persons of the Disclosing Party;
- (ix) all notes, analyses, compilations, studies, summaries, interpretations and other materials prepared by the Recipient and/or Affiliated Persons of the Recipient, and/or Authorized Recipients to the extent they contain, are based on or refer to any information described in sections (i) through (viii) above of this Clause 1; and
- (x) any other information indicated by the Disclosing Party and/or Affiliated Persons of the Disclosing Party as confidential;

but not including any information that:

- (i) is or becomes generally available to the public other than as a result of its disclosure by the Recipient and/or Authorized Recipients in breach of this Agreement; or
- (ii) was known to the Recipient on a non-confidential basis prior to the disclosure of such information by the Disclosing Party and/or Affiliated Persons of the Disclosing Party and/or Connected Persons and the Recipient was not under any confidentiality obligation in respect of the Confidential Information at that time; or
- (iii) the Parties agree in writing is not confidential or may be disclosed;

"Permitted Purpose" means mutual cooperation of the Parties in connection with **the TDV's project - production of the armored cabin "F-815" and its robotic welding to provide the Recipient with information and data that the Disclosing party protects from disclosure.**

"Person" or **"person"** means natural persons, legal entities, unincorporated associations, partnerships, governments, governmental agencies and departments or other entities, in each case whether or not having a separate legal personality and such person's successors; and

"Third Party" means any person, except for the Disclosing Party, Affiliated Persons of the Disclosing Party, the Recipient, the Affiliated Persons of the Recipient, Connected Persons, as well as Authorized Recipients.

2. TRANSFER OF CONFIDENTIAL INFORMATION

The Parties hereby acknowledge, agree and confirm that the Confidential Information hereunder:

- (i) may be disclosed in whatever form by the Disclosing Party and/or on its behalf by the Affiliated Persons of the Disclosing Party, and/or the Connected Persons, to the Recipient and/or the Authorized Recipients before, on or after the Effective Date; and
- (ii) may contain information on the Disclosing Party and/or the Affiliated Persons of the Disclosing Party and/or Third Parties.

3. CONFIDENTIALITY OBLIGATIONS

3.1 The Recipient shall procure that the Authorized Recipients shall:

- 3.1.1 keep any Confidential Information secret, take all necessary measures to protect the secrecy, prevent disclosure and dissemination of any Confidential Information to any Third Parties, and apply the same security measures and degree of care to the Confidential Information as provided by the law applied to this Agreement and the Recipient applies for protection of its own confidential information;
- 3.1.2 not to disclose any Confidential Information to any Third Parties, except as expressly permitted hereof and subject to the prior written consent of the Disclosing Party;
- 3.1.3 not to use any Confidential Information in any way except for the Permitted Purpose;
- 3.1.4 copy or reproduce the Confidential Information exclusively to the extent reasonably necessary for use of such Confidential Information in accordance with the Permitted Purpose and subject to all confidentiality undertakings provided hereunder;
- 3.1.5 not to use the Confidential Information so as to induce any client, supplier or other counterparties of the Disclosing Party and/or the Affiliated Persons of the Disclosing Party to interrupt their business relationship with any of them or to start any similar business relationship with the Recipient and/or Affiliated Persons of the Recipient or with any Third Party;
- 3.1.6 not to use the Confidential Information so as to actively offer employment or employ any of the employees of the Disclosing Party and/or the Affiliated Persons of the Disclosing Party, or entice or endeavour to entice any such employee to become an employee of the Recipient provided that this restriction shall not apply to recruitment resulting from any person responding to a bona fide general recruitment advertisement that is not specifically targeted at such persons;
- 3.1.7 strictly comply with any provision of law or regulation on confidential information and data protection from time to time applicable in the jurisdictions where each of the Disclosing Party and/or the Affiliated Persons of the Disclosing Party are situated provided that the Recipient is duly informed by the Disclosing Party and/or the Affiliated Persons of the Disclosing Party about special requirements set up by hereof referred jurisdictions extra or above level of protection due to this Agreement; and
- 3.1.8 to cooperate with the Disclosing Party and/or any Affiliated Persons of the Disclosing Party in implementing the formalities, which might be required under any relevant jurisdiction in connection with the protection of confidentiality of any Confidential Information, including by entering into confidentiality agreements with any relevant Affiliated Persons of the Disclosing Party in a form substantially similar to this Agreement (if so required).

- 3.2 If an unauthorized use or disclosure occurs, the Recipient shall immediately notify the Disclosing Party and take, at the Recipient's expense, all steps (including available actions for seizure and injunctive relief) necessary to recover the Confidential Information and prevent its subsequent unauthorized use or dissemination.

4. DISCLOSURE OF CONFIDENTIAL INFORMATION

- 4.1 The Recipient shall have a right to disclose the Confidential Information without the prior written consent of the Disclosing Party to the Authorized Recipients on a strictly "need-to-know" basis for the Permitted Purpose and provided that:

- 4.1.1 it informs the Authorized Recipients of the confidential nature of the Confidential Information before its disclosure and enters into Authorized Recipients enforceable undertaking to keep the Confidential Information confidential in terms at least as extensive and binding upon such the Authorized Recipients as the terms of this Agreement are upon the Recipient (if necessary);
- 4.1.2 at all times, it is responsible for these Authorized Recipients' compliance with the obligations set out in this Agreement;
- 4.1.3 it keeps a written record of these the Authorized Recipients and shall promptly provide the Disclosing Party upon its request with a list of the persons (both individual and legal persons), who are authorized to receive the Confidential Information on its behalf; and
- 4.1.4 take all steps necessary to cause the Authorized Recipients to comply with all confidentiality undertakings hereunder as if they were a party to it with obligations equivalent to those of the Recipient.
- 4.2 The Recipient hereby undertakes that any disclosure under Clause 4.1 hereof to the Authorized Recipients shall be made under the Recipient's responsibility and it shall be fully liable towards the Disclosing Party and the Affiliated Persons of the Disclosing Party in relation to any breach of the confidentiality undertakings hereunder by any of the Authorized Recipients.
- 4.3 The Recipient may disclose Confidential Information to state authorities (including courts), which are authorized to request such information under the applicable legislation, exclusively to the extent required by the applicable legislation provided that the Recipient gives prior written notice to the Disclosing Party as provided in Clause 4.4 below.
- 4.4 In case of disclosure of the Confidential Information, provided in Clause 4.3, the Recipient shall to the extent permitted by the applicable law:
 - 4.4.1 immediately inform the Disclosing Party on the receipt of the request on disclosure of the Confidential Information and its content; and
 - 4.4.2 agree with the Disclosing Party the scope and content of the response to the request on the disclosure of the Confidential Information of the authorized state authority and the scope of the Confidential information, which should be disclosed, and take all measure to decrease the volume of the Confidential Information that may be disclosed.

5. RETURN OF CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS

- 5.1 At the request of the Disclosing Party, the Recipient shall and shall procure that the Authorized Recipients shall:
 - 5.1.1 destroy or return to the Disclosing Party all documents and materials (and any copies thereof) containing, reflecting, incorporating, or based on the Confidential Information;
 - 5.1.2 erase all the Confidential Information from its computer systems to the extent technically possible; and
 - 5.1.3 certify in writing to the Disclosing Party that it has complied with the requirements of this Clause 5.1.
- 5.2 If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Confidential Information, the Recipient shall, at the written request of the Disclosing Party, provide the Disclosing Party with the written confirmation that the Confidential Information has not been and will not be used or disclosed in order to develop or use that product or process.
- 5.3 No Party shall make or permit any person to make, any public announcement concerning this Agreement, the Permitted Purpose or its prospective interest in the Permitted Purpose without the prior written consent

of the other Party except as required by the applicable law or any state authority or by any court or other authority of competent jurisdiction. No Party shall make use of the other Party's name, or any information acquired through its dealings with the other Party for publicity or marketing purposes without the prior written consent of the other Party.

6. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

- 6.1 All Confidential Information and all data carriers containing the Confidential Information, as well as all rights therein and thereto are and shall at all times remain the exclusive property of the Disclosing Party and/or the Affiliated Persons of the Disclosing Party, respectively. No rights including, but not limited to all intellectual property rights in respect of the Confidential Information are granted to the Recipient by way of any disclosure of the Confidential Information or transfer of the data carriers containing the Confidential Information hereunder or otherwise; and no obligations are imposed on the Disclosing Party and/or the Affiliated Persons of the Disclosing Party other than those expressly stated in this Agreement. In particular, nothing in this Agreement shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this Agreement, whether Confidential Information or not.
- 6.2 Except as expressly stated in this Agreement, the Disclosing Party and/or the Affiliated Persons of the Disclosing Party do not make any express or implied warranty or representation concerning the Confidential Information, or the accuracy or completeness of the Confidential Information.
- 6.3 The disclosure of Confidential Information by the Disclosing Party and/or the Affiliated Persons of the Disclosing Party shall not form any offer by, or representation or warranty on the part of the Disclosing Party and/or the Affiliated Persons of the Disclosing Party to enter into any further agreements.
- 6.4 The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement by the Recipient and/or any of the Representatives of the Recipient. Accordingly, without prejudice to any other rights and remedies, which the Disclosing Party and/or the Affiliated Persons of the Disclosing Party may have. The Disclosing Party and/or the Affiliated Persons of the Disclosing Party shall be entitled to require provisional remedies with respect to the breach or threatened breach of any of the provisions of this Agreement.
- 6.5 The Recipient acknowledges that it shall be liable to the Disclosing Party for the actions or omissions of the Affiliated Persons of the Recipient and /or Authorized Recipients in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

7. INDEMNITY

- 7.1 Without prejudice to any further remedy provided by the applicable law, the Recipient shall indemnify and keep fully indemnified the Disclosing Party and/or Affiliated Persons of the Disclosing Party, and/or Connected Persons at all times against any and all direct liability, damage, loss, expenses and cost deriving from any breach by the Recipient of this Agreement or laws or regulations concerning protection of the Confidential Information and from the actions or omissions of any Affiliated Persons of the Recipient and/or the Authorized Recipients and incurred by the Disclosing Party and/or Affiliated Persons of the Disclosing Party, and/or Connected Persons.

8. TERM AND TERMINATION

- 8.1 This Agreement shall take effect on and as of the Effective Date and shall remain effective until the end of two (2) years after the termination of the Permitted Purpose and any discussions between the Parties in respect of the Permitted Purpose, save as otherwise provided in any agreement entered into between the Parties in connection with the Permitted Purpose and save for any longer term of confidentiality of the Confidential Information provided by mandatory provisions of the applicable law related to trade secret or banking secret protection.
- 8.2 If either Party decides to terminate discussions and negotiations with regard to the Permitted Purpose, it shall immediately notify the other Party thereon in writing. The obligations of each Party hereunder shall, notwithstanding any termination of negotiations or discussions between the Parties in relation to the Permitted Purpose, continue for a period indicated above in Clause 8.1 above.

- 8.3 Termination of this Agreement shall not affect any accrued rights or remedies to which the Parties are entitled hereunder.

9. NOTICES

- 9.1 Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally or by registered mail, or courier to the respective Party required to receive the notice at its address as set out below:

Valk Welding B.V.

Address: Staalindustrieweg 15, 2952AT Alblasterdam

Tel.: +31 (0)78-691 70 11

Att.: Peter.pittomvils, Chief Commercial Officer

Email: ppit@valkwelding.com

TDV

TATRA DEFENCE VEHICLE a.s.

Address: Kodaňská 521/57, Vršovice, 101 00 Prague 10, Czech Republic

Tel.: +420 734 167 736

Att.: Bc. Tomáš Jurenka, Member of the Board of Directors

Email: Tomas.Jurenka@tatradv.cz

or as otherwise specified by the relevant Party by notice in writing to each other Party.

- 9.2 Any notice hereunder shall be deemed to have been duly received:

- (a) if delivered personally, when left at the address and for the contact referred to in Clause 9.1 above;
or
- (b) if sent by registered mail (postage prepaid), at 9.00 am on the tenth (10.) Business Day after posting;
or
- (c) if delivered by courier, on the date and at the time that the courier's delivery receipt is signed.

- 9.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.


10. MISCELLANEOUS

- 10.1 This Agreement constitutes the entire agreement between the Parties and supersedes all previous written or oral agreements between the Parties relating to its subject matter. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 10.2 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their Affiliated Persons and their successors and assignees.
- 10.3 Any amendments to this Agreement shall be in writing and shall be signed by authorized representatives of the Parties. Any appendices, schedules or addendums to this Agreement, provided they are properly entered into and executed by the Parties shall be considered as its integral parts.
- 10.4 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 10.5 Neither Party shall assign its rights and/or liabilities hereunder without prior written consent of the other Party.

- 10.6 If any provision of this Agreement is held illegal, invalid or unenforceable such illegality, invalidity or unenforceability will not affect the other provisions of this Agreement, which will remain in full force and effect.
- 10.7 Nothing contained or implied in this Agreement creates a joint venture or partnership between the Parties or makes one Party the agent or legal representative of the other Party for any purpose.
- 10.8 The headings in this Agreement will not affect the interpretation of this Agreement.
- 10.9 This Agreement shall not become valid and effective until each of the Parties execute at least one counterpart hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt, not just a signature page) by email (in PDF, JPEG or other agreed format) shall constitute delivery of an executed counterpart of this Agreement. If either such method is adopted, without prejudice to the validity of this Agreement thus made, each Party shall provide the other with the original counterpart as soon as reasonably practical thereafter.
- 10.10 This Agreement and any non-contractual obligation arising out of or in connection with this Agreement shall be governed by and construed in accordance with laws of the Czech Republic.
- 10.11 The Parties hereby irrevocably agree that any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, save as otherwise provided in this Agreement, shall be referred to and finally resolved by the arbitration under the Rules of the Rules of Arbitration of the International Chamber of Commerce (the "**Rules**") by three (3) arbitrators appointed in accordance with the Rules. The place of arbitration will be Prague and the language of arbitration English. Any decision under such arbitration proceedings shall be final and binding on the Parties. The Emergency Arbitrator Provisions shall not apply.
- 10.12 The Parties agree that requests for provisional remedies or interim reliefs with respect to the breach or threatened breach of the terms of this Agreement may be brought by the Disclosing Party and/or Affiliated Persons of the Disclosing Party to the court in the country of permanent seat of the Disclosing party as mentioned in header of the Agreement. .

(signature page follows)

SIGNATURE PAGE



Name: Bc. Tomáš Jurenka
Title: Member of the Board of Directors

TATRA DEFENCE VEHICLE a.s.

Ing. Jakub
Vavrečka

Digitally signed by Ing. Jakub Vavrečka
DN: cn=Ing. Jakub Vavrečka, c=CZ,
email=jakub.vavrecka@valkwelding.cz,
Date: 2023.11.14 12:39:20 +0100

Name: Jakub Vavrečka
Title: based on power of attorney

Valk Welding B.V.