

**UniCredit Bank Czech Republic and Slovakia, a.s.**,  
Registered office Želetavská 1525/1, 140 92 Prague, Czech Republic,  
ID 64948242, registered in the Commercial Register maintained by the Metropolitan Court in Prague,  
File B, entry 3608,  
represented by the authorised below signed persons,  
e-mail:  
(the "**Bank**")

and

**TATRA DEFENCE VEHICLE a.s.**  
registered office Kodaňská 521/57, Vršovice, 101 00 Prague 10, Czech Republic,  
ID 24152269, registered in the Commercial Register maintained by the Metropolitan Court in Prague,  
File B, entry 17463,  
represented by the authorised below signed person(s),  
e-mail: Adam.Binar@tatradv.cz; Lukas.Postulka@tatradv.cz  
(the "**Company**")

enter into in compliance with the provisions of Section 1746 (2) of Act No. 89/2012 Coll., the Civil Code as amended, the following

## **NON-DISCLOSURE AGREEMENT**

### **1. SUBJECT-MATTER OF THE AGREEMENT**

This Agreement sets forth the obligations, rights and liabilities of the contracting parties in connection with the use, protection and security of Confidential information provided based on this Agreement and the treatment thereof.

### **2. CONFIDENTIAL INFORMATION**

- 2.1. The Bank and the Company have hereby agreed that the Bank will consider all information related to research and development projects „TADEAS 6x6" and „PANDUR 8x8 EVO" received from the Company within their business cooperation to be confidential ("**Confidential information**"); it will keep this information confidential towards the third parties and will maintain all received information and background materials in compliance with the bank secrecy.
- 2.2. For the purposes of this Agreement, Confidential information is not or ceases to be:
  - i. information that was publicly known or publicly available in the time of its providing,
  - ii. information that after it is made available by the Bank under this Agreement will be disclosed or will otherwise become publicly known or publicly available not as a result of the Bank's behaviour contrary to this Agreement,
  - iii. information that the Bank demonstrably had available even prior to the making of this Agreement without the duty of non-disclosure towards such information,
  - iv. information that will be explicitly declared by the Bank as non-confidential,
  - v. information that the Bank has received from a third party that acquired it directly or indirectly in compliance with legal regulations without the duty of non-disclosure.



### **3. MAINTAINING CONFIDENTIALITY ABOUT CONFIDENTIAL INFORMATION**

- 3.1. The Bank is authorised to disclose information acquired from the Company to any third party only based on the Company's written consent and under the conditions agreed with the Company.
- 3.2. The duty of non-disclosure under this Agreement means in particular the duty to refrain from any acts based on which Confidential information would be provided or made available to a third person in any form or would be used contrary to its purpose for own needs or for the needs of a third person and/or based on which any third party could use this Confidential information in any manner.
- 3.3. The Bank is liable for the performance of the duty of non-disclosure under this Agreement except for cases when the duty of disclosure of Confidential information arises from valid legal regulations, the decision of an administrative body, court or investigative, prosecuting and adjudicating bodies.
- 3.4. The Bank is authorised to provide Confidential information to its employees who must know it for the purposes for which it has been provided, in connection with the fulfilment of their working obligations and even to employees within the UniCredit Group and also to legal, accounting and other advisors who participate in cooperation on its behalf (the "**advisors**"). Information provided in this manner will be designated as confidential when communicated to such advisors, and the Bank shall arrange that such advisors confirm in writing prior to receiving any such Confidential Information that they will comply with the terms of this Agreement regarding treatment of such Confidential Information.
- 3.5. Should the Bank be required to provide any Confidential information based on a law, regulation or judicial resolution, the Bank is authorised to provide them and simultaneously it is obliged to exert any adequate effort to obtain sufficient assurance that Confidential information provided in this manner will be treated confidentially.
- 3.6. After the expiry of or withdrawal from the Agreement and always based on the Company's written request, the Bank shall exert any effort to ensure, at its own discretion, either the safe destruction (with a written confirmation on the destruction) or the returning of all materials containing Confidential information, in particular written documents and information media in electronic form containing Confidential information together with all their copies. All documents and information media in electronic form containing Confidential information which cannot be destroyed for technical reasons will continue to be deemed Confidential information. The Bank and the Company have explicitly agreed that if the Bank guarantees the protection of Confidential information, it can keep one copy of Confidential information but only in the case that it is bound by the duty to archive or maintain its copies arising from legal regulations, decisions of respective bodies or internal principles of keeping records in good faith or to keep computer records and files containing Confidential information which have been created within the procedures of automated archiving or back-up, however provided that all such Confidential information will be kept in compliance with the provisions of this Agreement.

### **4. VALIDITY PERIOD AND TERMINATION**

- 4.1. This Agreement shall expire no later than 2 years from the date hereof. Even after the expiry of this Agreement, the Bank will be obliged to maintain confidentiality in relation to Confidential information if the duty of the further non-disclosure arises for the Bank from legal regulations, the decision of an administrative body, a court or investigative, prosecuting and adjudicating bodies or from internal principles for keeping records or the Bank will keep computer records and files containing Confidential information which have been created within automated archiving procedures or back-up.
- 4.2. The Bank is entitled to withdraw from the Agreement if the Company breaches its contractual or legal obligations. The notice of the withdrawal from the Agreement must be in written or



otherwise agreed form and must contain the reason for the withdrawal. With effect from that moment onward the Agreement will be terminated on the day of delivery of this notice to the Company unless the Bank specified otherwise in its notice of withdrawal. Should the Bank suffer extraordinary expenses in connection with the withdrawal from the Agreement and the termination of the Agreement based on that withdrawal, the Company will be obliged to compensate the Bank for such expenses.

## **5. FINAL PROVISIONS**

- 5.1. This Agreement comes into force and effect on the day on which it is signed by both contracting parties.
- 5.2. The Agreement has been executed in two counterparts in the Czech language of which each contracting party will receive one counterpart bearing both contracting parties' signatures.
- 5.3. Legal relations between the contracting parties are governed by Czech law, in particular the Civil Code.
- 5.4. Should any provision of this Agreement be invalid, ineffective, unlawful or unenforceable and can be separated, other provisions continue to be valid. The contracting parties are obliged to substitute an invalid, ineffective or unenforceable provision by a valid, effective and enforceable provision or, if it is not possible, at least by a provision with a similar legal and commercial sense no later than within 30 (thirty) calendar days from the earlier of the day when the contracting parties agreed upon the fact that a certain provision is invalid, ineffective or unenforceable or the day of the legal force of the decision of a respective body based on which the provision concerned is lawfully found invalid, ineffective, unlawful or unenforceable.
- 5.5. The contracting parties have agreed that they will solve possible disputes arisen from this Agreement first by negotiations. Unless agreement is achieved within an adequate term (no more than 90 (ninety) days) from the delivery of the call for negotiations on the dispute to the other contracting party, the contracting party is authorised to submit the dispute arisen based on this Agreement or in connection herewith to the court for making a decision. Disputes arising from this Agreement will fall based on the contracting parties' agreement under Section 89a of the Civil Procedure Code to the local jurisdiction of the District Court for Prague 1.
- 5.6. Changes and amendments to this Agreement or a possible waiver of a claim to the performance of any provision, obligations, statement, guarantees or conditions determined herein must be made in the form of a written schedule signed by the contracting parties.
- 5.7. This Agreement comprises an integral agreement on its subject-matter between the contracting parties and cancels and substitutes to a full extent all arrangements, agreements, contracts, written or oral, agreed between the contracting parties that regulate the subject-matter of this Agreement.
- 5.8. This Agreement as well as any part of it, its changes or amendments will become obligatory for possible legal successors of both the Company and the Bank. The Company may not assign this Agreement as a whole or any of its rights or obligations arising herefrom without the Bank's prior written consent.
- 5.9. All documents between the Bank and the Company are sent by a postal service provider. The Bank is also authorised to choose other ways of delivery. The Bank's consignments shall be delivered under this Agreement to the Company's address given at the heading of this Agreement. If the correspondence address is changed, the Company is obliged to inform the Bank about this change in writing. The Bank's consignments sent through a postal service provider are deemed delivered (i) by their personal take-over, (ii) by inserting them to the addressee's letter box, (ii) by inserting a notice on the deposit of a consignment with the postal service provider to the addressee's letter box or (iv) by their delivery to the addressee in a similar manner during which the addressee had an objective opportunity to become familiar with the



content of the consignment. Consignments, the delivery of which was knowingly obstructed by the addressee, will be deemed to be delivered on the day on which they are returned to the Bank. The intentional obstruction is deemed to be in particular the breach of an obligation to inform the Bank about a change in the address.

- 5.10. Any delay in the exercise of right by the Bank cannot be interpreted as its waiver of the right or claim.

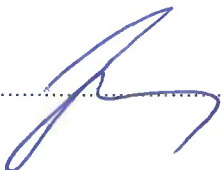
Venue PRAGUE Dated 4.4.2023

Venue KOPETUVNICE Dated 11.4.2023

**UniCredit Bank Czech Republic and Slovakia, a.s.**

Signature:   
Name: **Tomáš Trsek**

**TATRA DEFENCE VEHICLE a.s.**

Signature:   
Name:  
Title:

Signature:   
Name:

**Petr Kodl**

Signature: \_\_\_\_\_  
Name of the Bank's employee -  
identifying persons:

