**Non-disclosure agreement (NDA)**

This Confidentiality, Protection and Non-Diversion Agreement ("Agreement") is entered into as of the day, month and year set forth below by and between the parties hereto:

1. **Parties of contract**

the company ISMM Production & Business Cooperation s. r. o. with its headquarters in Ostrava, Pražáková 218/7

ZIP 709 00, Czech republic

(the „Customer“)

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 (BE FILLED IN WITH SUPPLIER)

the company X with its headquarters X,

(the „Supplier“)

1. **Business purpose**

2.1 Business purpose means the Supplier's activities for the benefit of the Customer as a manufacturer of agricultural, automotive and material handling equipment, in which the Supplier provides the Customer with a quotation based on a written request and subsequently delivers the goods in accordance with written orders. Prior to the commencement of the business cooperation, the Parties shall enter into this Confidentiality Agreement. The Parties agree that this Agreement shall apply to each business case within the framework of the aforementioned cooperation of the Parties even without the express conclusion of the relevant subcontract or the creation of an order.

1. **Subject of the agreement**

3.1 The purpose of this Agreement is to protect the confidential information of the Parties that the Parties become aware of in the course of the Business Purpose.

3.2 The subject matter of this Agreement is to further define the Parties' Confidential Information, the obligations of the Supplier and the Parties' undertaking to keep such Confidential Information confidential and not to disclose it or allow access to it to third parties or to use it for its own benefit or for the benefit of third parties, unless otherwise provided in this Agreement.

3.3 For the purposes of this Agreement and for the duration of the Parties' mutual cooperation, Confidential Information means, regardless of the form or manner of disclosure or interception and until disclosure, any and all facts that a Party becomes aware of and/or that the other Party makes available to it in the course of the mutual cooperation, as well as the very existence of such facts and the Parties' mutual cooperation.

3.4 Confidential information means information in written or electronic form, in particular data, technical documentation, service manuals, records containing or otherwise reflecting information respecting any trade secrets, concepts, designs, processes, business plans, financial information, prices, quotations, marketing information. Technical Documentation means all documents that are necessary for the Supplier in connection with the Business Purpose. This includes: drawings, technological procedures, work instructions, bills of materials and other documents supplied by the Customer together with input materials or components (certificates, manuals, delivery notes, etc.).

1. **Obligations of the purchaser of information**

4.1 The Supplier undertakes in relation to the Confidential Information not to disclose or make available any part of the Confidential Information to any person without the prior written consent of the Customer in each case except:

- exclusively, all employees and professional advisors of the Recipient who are engaged in the performance of the Business Purpose and need such information for such activities.

4.2 Supplier agrees not to use or copy Confidential Information within its own organization without the written consent of the Disclosing Party, except to the extent necessary to fulfill the Business Purpose or any other purpose approved in writing by the Disclosing Party. Supplier acknowledges that all Confidential Information shall remain the sole property of the Disclosing Party.

4.3 The Supplier is strictly prohibited from contacting the end customer of ISMM Production & Business Cooperation Ltd.

4.4 Upon completion or termination of the Business Purpose, the Supplier shall promptly return to the Customer all materials provided to it, including copies thereof, containing any Confidential Information or any part thereof, and destroy or delete from its records, upon the expiration of a period of 5 years from the last delivery of the product in question (automatically) or upon written request of the Customer (or earlier). The Supplier shall inform the Customer in writing of this fact.
4.5 The Supplier undertakes to pay the Customer a contractual penalty of CZK 500,000 in the event of a breach of any of the obligations agreed in this Article 4.

1. **Contractual penalty**

5.1 In the event of a breach of any obligation relating to the protection of trade secrets or Confidential Information agreed in this Agreement, the Supplier shall pay the Customer a contractual penalty of CZK 500,000 for each individual breach. The contractual penalty shall be payable within five working days after the Customer's notice to the Supplier.

5.2 If one Party causes damage to the other Party by breach of this Agreement, it shall be liable for such damage according to general law. The payment of the contractual penalty shall not affect the right to compensation for damages.

1. **Final provisions**

6.1 The Agreement shall enter into force and effect on the date of signature by the authorised representatives of both Parties and shall be concluded for an indefinite period of time.

6.2 Any amendments to this Agreement shall require the written consent of both Parties in the form of successively numbered amendments.

6.3 Legal relations arising out of and resulting from this Agreement shall be governed by the laws of the Czech Republic.

6.4 This Agreement shall be executed in two copies, one of which shall be given to each Party.

Date, place…………………..

FILLED IN WITH SUPPLIER ISMM Production & Business Cooperation s.r.o.

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Miloslav Cváček, PhD.

CEO of groups of ISMM