

CONFIDENTIALITY AGREEMENT

concluded in Javornik on between:

CRANP-KOVO spol. s.r.o., ul. Míru 371, 790 70 Javoniík, entered in the Register of Entrepreneurs kept by the Regional Court in Ostrava, entry number [REDACTED], VAT number [REDACTED]

represented by [REDACTED], President of the Management Board

hereinafter referred to as the "Company",

and

represented by:

hereinafter referred to as the "Interested Party", hereinafter collectively referred to as the "Parties".

§ 1 PREAMBLE

1. The Parties declare that this Agreement has been drawn up in connection with the commencement of the procedure for the sale by [REDACTED] (hereinafter referred to as the *Seller*) to the Interested Party of shares in CRANP-KOVO spol. s.r.o., ul. Míru 371, 790 70 Javoniík, entered in the Register of Entrepreneurs kept by the Regional Court in Ostrava, entry [REDACTED] VAT number [REDACTED] and the need to disclose Confidential Information to the Interested Party.
2. The purpose of the Agreement is to protect Confidential Information which CRANP-KOVO spol. s.r.o. will disclose to the Interested Party in written, oral, electronic, or visual form after signing this Agreement, within the time limits agreed by the Parties.
3. The term *Confidential Information* shall be understood to mean any information (Content):
 1. constituting a trade secret, not disclosed to the public (unknown to the general public, other entrepreneurs, or persons), including technical, technological, commercial, organizational, operational, personal, and legal information concerning the Seller, CRANP-KOVO spol. s.r.o., or customers, or other information of economic value, and in particular concepts, internal procedures, statements, calculations, commitments, memoranda, opinions, commercial, financial and marketing information, statements, reports, know-how, business plans, the content of contracts concluded, specified collateral, customer data, the content of conversations, methods of operation, and other data constituting the trade secrets of CRANP-KOVO spol. s.r.o.;
 2. prepared and made available to the Interested Party by the Seller, CRANP-KOVO spol. s.r.o., and their consultants, law firms, employees, and advisors:
 - a. during negotiations, subject to confidentiality;

- b. at the registered office of CRANP-KOVO spol. s.r.o.;
- c. in any other way;

3. information that is objectively sensitive and not publicly known, including but not limited to financial, operational, and customer data;

4. regardless of their nature, scope, and method of processing.

4. The Parties agree that the specific content of documents and information provided by CRANP-KOVO spol. s.r.o. does not need to be marked as confidential.

5. The Parties agree that the information (Content) becomes Confidential Information upon its transfer to the Interested Party by CRANP-KOVO spol. s.r.o. and retains this status until CRANP-KOVO spol. s.r.o. gives its consent to its disclosure.

§ 2 SUBJECT OF THE AGREEMENT

The Interested Party undertakes:

1. to use the disclosed information (Content) solely for the purpose for which it was disclosed, i.e. the purchase of shares in the Company;
2. not to disclose, reveal, disseminate, or transfer all or part of the Confidential Information to third parties without the prior consent of the Seller, and to restrict access to it to employees and advisors (who are bound by confidentiality obligations) who need to know the information for the purpose specified in this Agreement;
3. not to misuse Confidential Information;
4. to ensure the security of all Confidential Information and protect it from any unauthorized access, use, or disclosure;
5. to disclose Confidential Information only to its employees, advisors, or auditors to the extent necessary to perform the analysis, provided that such persons are bound by a confidentiality obligation at least to the extent specified in this Agreement;
6. to train employees and advisors involved in the implementation of this Agreement in the area of security and information protection requirements and the type of information treated as confidential;
7. in the event of failure to acquire shares in CRANP-KOVO spol. s.r.o., immediately to destroy and remove all Content, copies, and duplicates (recorded in any form) that have been transferred, presented, or made available to it, in a manner that prevents their reproduction;
8. immediately to notify CRANP-KOVO spol. s.r.o. in writing of any breach of the confidentiality obligation.

§ 3 CONFIDENTIALITY RESTRICTIONS

1. The obligation to maintain confidentiality of information referred to above shall not apply if the information (Content):
 1. was publicly known at the time of disclosure;
 2. became publicly available in a manner other than through a breach of the confidentiality obligation or the law;
 3. is required in connection with applicable legal regulations or in the performance of an obligation imposed by law or a ruling of a judicial or administrative authority.
2. The Interested Party is obliged to inform CRANP-KOVO spol. s.r.o. of any obligation to disclose Confidential Information in accordance with generally applicable legal regulations.

§ 4 TERM OF THE AGREEMENT

1. This Agreement is concluded for a period of **three (3) years**.

§ 5 FINAL PROVISIONS

1. This Agreement shall enter into force on the date of its signing by both Parties.
2. Any amendments and supplements to this Agreement must be made in writing under pain of nullity.
3. The court with exclusive jurisdiction to settle disputes shall be the court competent for the registered office of CRANP-KOVO spol. s.r.o.
4. This Agreement has been drawn up in two identical copies, one for each Party.
5. The Parties agree that this Agreement shall not be construed to prevent the Interested Party from disclosing Confidential Information to the extent required by law, regulatory authorities, or in the course of legal proceedings, provided that the Interested Party gives prompt written notice to CRANP-KOVO spol. s.r.o. and cooperates in seeking protective measures.
6. The Interested Party shall not be required to return or destroy Confidential Information if retention is required by law, regulation, or for audit purposes, provided that such information is stored securely and remains subject to confidentiality obligations.
7. The obligations under this Agreement shall survive termination for a period of **three (3) years** from the date of termination, or for as long as the Confidential Information remains confidential, whichever is longer.
8. The Interested Party shall not be liable for damages arising from a breach of this Agreement if the breach was unintentional and occurred despite reasonable efforts to comply with the terms herein.

9. This Agreement shall be governed by the laws of the Czech Republic. Any dispute shall be resolved through arbitration under the rules of the International Chamber of Commerce (ICC) in Geneva, Switzerland.
10. The Interested Party may terminate this Agreement at any time upon **thirty (30) days'** written notice, without cause, if the transaction is not concluded within **ninety (90) days** of the signing of this Agreement.
11. The Interested Party shall not be required to disclose Confidential Information to any third party unless such party is bound by a confidentiality agreement at least as protective as this Agreement.

Interested Party

Company