

CONFIDENTIALITY AGREEMENT N° 20 241 456

This Confidentiality Agreement (the "Agreement") is concluded pursuant to Section 269 (2) of the Act No. 513/1991 Coll. Commercial Code, as amended and

made by and between:

UPL Slovakia s.r.o.

having its seat at Komárňanská ulica 16 Nove Zamky 940 76, Slovak Republic

company ID No.: 36 551 066

Registered with the Commercial Register of the District Court in Nitra, Section: Sro, insert No.: 13663/N

Represented by: Ing. Ján Beňovský, CEO

Hereinafter referred to as "**UPL**",

And

NÁRODNÉ LESNÍCKE CENTRUM

having a principal place of business at T. G. Masaryka 2175/22, 960 01 Zvolen, Slovak Republic

ID No.: 42001315

Registered with the Ministry of Agriculture and Rural Development of the Slovak Republic

Represented by: Peter Balogh, General Director

Person responsible for the Agreement fulfilment: Ing. Michal Lalík

The Agreement is registered by the organization under 298/NLC/2020

Hereinafter referred to as the "**Company**",

The Company and UPL are hereafter collectively referred as the "**Parties**" and separately as a "**Party**".

Witnesseth:

WHEREAS, UPL is engaged in the business of development, manufacture and sale of bio-performance technologies such as fertilizers, bio stimulants and biocontrol products for crops;

WHEREAS, the Company is a state-owned public-benefit corporation, which is governed by the Ministry of Agriculture and Rural Development of the Slovak Republic;

WHEREAS, the Parties wish to enter into preliminary discussions regarding cooperation on use of EU level authorized strains of *Beauveria bassiana*, strain NPP111B005 and/or strain 147 owned by affiliates of UPL and patented carrier technology developed by Company (the "**Project**");

WHEREAS, in order to evaluate the Project, each Party will provide the other Party with certain financial, operational, technical, marketing and other information of a confidential nature regarding the Products and/or the Project (the "**Confidential Information**");

WHEREAS, in connection with such preliminary discussions, as well as additional discussions and actions that may occur to explore further the Project, the Parties may have disclosed Confidential Information to one another, and may from time to time in the future disclose Confidential Information, either orally or in writing (by whatsoever media, including, without limitation, electronic media), by inspection, or by samples.

NOW THEREFORE, the Company and UPL desire to set forth in writing their understanding of the terms and conditions under which the Confidential Information has been and will be provided. In reliance upon and

consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, UPL and the Company, intending to be legally bound hereby, agree as follows:

1. Certain Definitions. For purposes of this Agreement, a Party receiving Confidential Information hereunder shall be referred to as the "Recipient", the Party disclosing such information as the "Discloser", and a Party's affiliates and the employees, officers, directors, attorneys, accountants, consultants, and advisors of such Party and of its affiliates as such Party's "Representatives". A person or entity shall be deemed to be an affiliate of another person or entity controlling, controlled by or under common control with such Party. "Confidential Information" shall mean information provided by a Party in any oral, written or electronic form or via samples which is deemed by the Discloser to be confidential and/or proprietary and which is generally not available to the public and inappropriate disclosure of which could be harmful to the interests of the Discloser or its Representatives. Confidential Information shall include, without limitation, all information provided to Recipient or its Representatives by the Discloser or its Representatives relating to financial performance (including, but not limited to, information concerning costs, profits, revenues, margins, and other marketing, sales and business information, whether actual, estimated or forecasted), products, specifications, samples, evaluations, studies, reports, data, findings, plans, programs, suppliers, customers, plants, equipment, assets, processes, methods, techniques, manufacturing, marketing, research and development, formulas, know-how, technology, inventions, and ideas, as well as all analyses, compilations, studies, personal notes and other documents prepared by Recipient or its Representatives based upon Confidential Information provided by the Discloser and its Representatives.

2. Restriction on Disclosure and Use of Confidential Information. The disclosure of any Confidential Information to Recipient and/or its Representatives has been and will be solely for the purpose of enabling Recipient and its Representatives to evaluate and to negotiate the Project. Recipient agrees that it will keep the Confidential Information strictly confidential and will not, without the prior written consent of the Discloser, disclose Confidential Information, or the fact that investigations, discussions or negotiations regarding the Project have been or are being held, or that the Discloser is considering a Project with Recipient, to any other person, in any manner whatsoever, in whole or in part, directly or indirectly, except that Recipient may disclose the Confidential Information to such of its Representatives as may be necessary to enable Recipient to evaluate and negotiate the Project. In all cases, Recipient shall ensure that its Representatives to whom Confidential Information is disclosed are informed of and agree to abide by the terms of this Agreement, whether such Representatives obtain Confidential Information directly from the Discloser or its Representatives or from Recipient or its other Representatives. Neither Recipient nor any of its Representatives will use the Confidential Information, directly or indirectly, for any purpose other than evaluating and negotiating the Project.

If the Recipient becomes aware of any unauthorized use, disclosure, access, possession or knowledge of all or any of the Confidential Information, the Recipient shall immediately notify in written form (via e-mail) the Discloser and take all reasonable steps requested by the Discloser to protect the confidentiality of such Confidential Information.

3. Exclusion of Certain Information from Definition of Confidential Information. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of disclosure by Recipient or its Representatives; (ii) becomes available to Recipient from a source, other than the Discloser or its Representatives, which source Recipient believes is not bound by a duty of confidentiality to the Discloser; (iii) is known to Recipient or its Representatives prior to disclosure to Recipient by the Discloser or its Representatives; or (iv) is independently developed by Recipient or its Representatives without reliance upon or use of Confidential Information. Confidential Information shall

not be deemed to be within the foregoing exceptions merely because it is (a) specific and embraced by more general information in the public domain or the Recipient's possession, or (b) a combination which can be pieced together to reconstruct the Confidential Information from multiple sources, none of which shows the whole combination, its principle of operation and method of use.

4. Return of Property. All Confidential Information shall remain the property of the Discloser, and the Recipient acknowledges that the Confidential Information is the valuable, confidential and proprietary property of the Discloser, that the Discloser discloses such Confidential Information in its sole discretion, and that the Discloser retains exclusive title, right and interest to the Confidential Information. Upon completion of the Project, or at any time upon the Discloser's request, Recipient will either (at Discloser's discretion) destroy or return, the Confidential Information and all portions or copies thereof without retaining any copies, notations, reproductions, facsimiles, extracts, summaries, or analyses thereof, whether they include or are based upon the Confidential Information. Any destruction of Confidential Information shall be done in accordance with applicable safety practices and government requirements and in such a way as to render them unavailable to any third Party. Recipient shall, at the Discloser's request, confirm in writing that it has complied with its obligations set forth in this Paragraph.
5. Requirements of Law. Notwithstanding the provisions of Paragraph 2, in the event Recipient, or anyone to whom Recipient transmits the Confidential Information, or any of it, pursuant to this Agreement, becomes compelled by applicable law or any applicable governmental authority or regulatory body (by oral questions, interrogatories, request, demand, or similar process) to disclose any of the Confidential Information, Recipient will provide the Discloser with prompt written notice thereof and the Discloser may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained (in which event the Discloser will be deemed to have waived compliance as to such disclosure), or the Discloser waives compliance with the provisions of this Agreement, Recipient will furnish only that portion of the Confidential Information which is, on advice of Recipient's counsel, legally required to be disclosed.
6. Proprietary rights. Except as expressly provided herein, neither this Agreement nor any activity conducted pursuant hereto shall be construed as granting or implying the grant to the Recipient of any rights or interests in Confidential Information disclosed under this Agreement, including any rights under patents, trademarks or other proprietary information licensable by either Party. This Agreement shall not obligate either Party to enter into any commercial agreement with the other Party.
7. Right to Injunctive Relief. The Recipient shall indemnify, defend and hold harmless the Discloser from and against any and all damages, losses, claims, liabilities, obligations, demands, judgments, awards, settlements, penalties, suits and costs and expenses (including without limitation, the fees and expenses of attorneys), of any kind or nature, by reason of, arising out of or in connection with (i) the Recipient's use or disclosure of the Confidential Information in a manner other than as expressly authorized by the Discloser; (ii) any breach of the Recipient's obligations under this Agreement and (iii) any breach of any obligation under this Agreement, including, without limitation, in each case, damages, claims, and other obligations or liabilities arising under other agreements to which the Discloser is a Party and which impose confidentiality obligations.

The Parties hereby acknowledge that a violation of the provisions of this Agreement may cause irreparable damage to the non-violating Party, the amount of which may be impossible to quantify, and it is therefore agreed and understood that in the event of such a violation of this Agreement, the non-violating Party shall be entitled to injunctive relief against such violation, in addition to such other remedies the non-violating Party may have.

8. Non solicitation. Without prior written consent of the other Party, Parties will not, for a period of (12) twelve months after the end of the discussions or negotiations relating to the Project, directly or indirectly solicit for hire or employ any person who is employed by the other Party or its affiliates with whom such Party had contact in relation thereto; provided that nothing in this letter is intended to nor shall it prohibit the Parties from engaging in any general solicitation for employees by general employment advertising or from hiring anyone who responds to such a general solicitation or who initiates contact with other Party on an unsolicited basis.
9. No warranty or Contract Made By this Agreement. This Agreement does not constitute or create any obligation of the Discloser to provide any Confidential Information or other information to Recipient or any other person, but merely defines the rights, duties and obligations of the Parties with respect to Confidential information to the extent it may be disclosed or made available. This Discloser makes no representation or warranty as to the accuracy or completeness of the Confidential Information, and except as may be expressly agreed in a subsequent definitive written agreement or agreements providing for a transaction regarding the Discloser, neither the Discloser nor any of its Representatives shall have any liability of any kind to Recipient or its Representatives resulting from the use of Confidential Information by Recipient or its Representatives.
10. Developments. Each Party shall promptly report to the other Party any developments or results of evaluations conducted in connection with the Project, including all inventions, discoveries and improvements developed jointly or by a Party in connection with the Project (hereinafter collectively referred to as "Developments"). Developments shall be maintained in confidence by the Company and shall not be used or disclosed by the Company to third parties, except for the Project, unless otherwise agreed by UPL. Notwithstanding anything to the contrary herein, UPL shall own all rights in and to any Developments and new information developed or acquired pursuant to this Agreement or resulting from any use of UPL's Confidential Information, including, without limitation, all data, formulas, inventions, patents, patent rights, trade secret rights, and other intellectual property rights embodied therein (and their equivalents under the laws of any applicable domestic or foreign jurisdiction). The Company shall cooperate at UPL's request in creating and maintaining such rights. The rights and obligations set forth in this Paragraph shall survive the termination or expiration of this Agreement.
11. Miscellaneous.
 - a. The Company shall not assign its rights or obligations or delegate its duties, in whole or in part, without the prior written consent of UPL. UPL shall not assign its rights or obligations or delegate its duties, in whole or in part, without the prior written consent of the Company.
 - b. No failure or delay by a Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power, or privilege hereunder.
 - c. The term 'person' shall mean any individual, corporation, partnership, limited liability company, joint venture, trust or other entity.
 - d. Unless terminated earlier or otherwise extended by mutual agreement in writing, this Agreement shall be effective as from the below-mentioned Effective Date and shall terminate on September 30th, 2021. At the termination of the present Agreement, for whatever reason, the confidentiality and non-use obligations set forth shall survive until the later of (a) 15 (fifteen) years from the date of this Agreement or (b) 10 (ten) years from the date of the last disclosure of Confidential Information to a Recipient; provided however, that with respect to any information as to which the Discloser as an

obligation of confidentiality to a third party extending beyond the terms set forth above, Recipient's obligations under this Agreement shall not terminate until the expiration of such longer term.

- e. This Agreement may be amended or modified only by a writing signed by an authorized representative of each Party hereto.
- f. If any term of this Agreement or any application thereof to any circumstances shall, to any extent or for any reason, be held to be invalid or unenforceable, such term shall be deemed to be modified in such a way as to render it enforceable under such circumstances and the remainder of this Agreement, and the application of such term to circumstances other than those in which it is held invalid or unenforceable, shall not be affected thereby.
- g. This Agreement shall be governed by the laws of the Slovak Republic and any litigation/proceedings, if not solved peacefully, with respect hereto shall be conducted in front of the competent courts of the Slovak Republic.
- h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- i. The Company, nor any of their Representatives will at any time, without the prior written consent of UPL, make any announcement, issue any press release or make any statement to any third person with respect to any of the matters discussed, including the fact that evaluations or discussions are taking place, except as may be necessary or desirable to comply with any law governmental regulation, order or stock exchange rule, or with any governmental regulatory authority in any jurisdiction.
- k. This Agreement will be published according to Article 5a of the Act no. 211/2000 Coll. on the Free Access to Information, as amended. The Parties agree that this Agreement will be published in the Central Register of Contracts maintained by the Office of the Government of the Slovak Republic.
- l. The Agreement shall become valid as of the date of its signing by the both Parties and shall enter into effect (Effective Date) on the date following the date of its publication in the Central Register of Contracts of the Office of the Government of the Slovak Republic in accordance with the Act No. 40/1964 Coll. Civil Code, as amended, and the Act No. 211/2000 Coll. Of Laws on Free Access to Information, amending certain acts, as amended.
- m. The Parties hereby declare and acknowledge that they have read this Agreement and they confirm by signatures that this Agreement manifests their free will.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and be effective as of the Effective Date.

UPL

COMPANY

Name: Ján Benovský
Title: CEO
Seal:

Name: Ing. Peter Balogh, PhD.
Title: General Director
Seal: