

# MEMORANDUM OF UNDERSTANDING

## 1. PARTIES TO MEMORANDUM

### 1.1. OFFICE OF DPM

Business name: **Office of Deputy Prime Minister of Slovak Republic for Investments and Informatization**  
headquartered in: Štefánikova 15, 811 05 Bratislava, Slovak Republic  
Company ID: 50 349 287  
Represented by: Mgr. Patrik Krauspe, Head of Office  
State: Slovak Republic  
(hereinafter referred to only as the "OFFICE OF DPM")

### 1.2. EATC COMPANY

Business name: **European Automotive Technology Centre, j.s.a.**  
Registered office: Bosakova 3783/7, 851 04 Bratislava  
Company ID: 52 264 441  
Represented by: Ing. Michal Baláž, PhD. – Chairman of the Board of Directors  
State: Slovak Republic  
(hereinafter referred to only as the "EATC COMPANY")

### 1.3. HORIBA MIRA

Business name: **HORIBA MIRA LIMITED**  
Registered office: Watling Street, Nuneaton, Warwickshire, CV10 0TU  
Company ID: 09 626 352  
Represented by: Mr. Declan Allen – Managing Director  
State: United Kingdom of Great Britain and Northern Ireland  
(hereinafter referred to only as the "HORIBA MIRA")

### 1.4. SLOVAK UNIVERSITY OF TECHNOLOGY

Business name: **Slovak University of Technology in Bratislava**  
Registered office: Vazovova 5, 812 43 Bratislava 1  
Company ID: 00 397 687  
Represented by: prof. Ing. Miroslav Fikar, DrSc. - Rector  
State: Slovak Republic  
(hereinafter referred to only as the "SLOVAK UNIVERSITY OF TECHNOLOGY")

## 1.5. UNIVERSITY OF ŽILINA

Business name: **University of Žilina**  
Registered office: Univerzitná 8215/1, 010 26 Žilina  
Company ID: 00 397 563  
Represented by: prof. Ing. Jozef Jandačka, PhD. - Rector  
State: Slovak Republic

(hereinafter referred to only as the "UNIVERSITY OF ŽILINA")

## 1.6. TECHNICAL UNIVERSITY OF KOŠICE

Business name: **Technical University of Košice**  
Registered office: Letná 9, 042 00 Košice  
Company ID: 00 397 610  
Represented by: prof. Ing. Stanislav Kmeť, CSc. - Rector  
State: Slovak Republic

(hereinafter referred to only as the "TECHNICAL UNIVERSITY OF KOŠICE")

(OFFICE OF DPM, EATC COMPANY, HORIBA MIRA, SLOVAK UNIVERSITY OF TECHNOLOGY, UNIVERSITY OF ŽILINA AND TECHNICAL UNIVERSITY OF KOŠICE jointly hereinafter referred to as „Parties to this Memorandum“)

## 2. PROJECT EATC

2.1. The EATC COMPANY and HORIBA MIRA declare that in a mutual strategic cooperation they will make the necessary efforts for the preparation and implementation of the project EUROPEAN AUTOMOTIVE TECHNOLOGY CENTRE (hereinafter referred to only as the "PROJECT EATC"), which base lies in the preparation, development and operation of globally unique and highly specialized technology centre consisting of the testing laboratories and test track primarily focused on automotive and mobility technologies in order to complement it with other components such as technology park (focused on placement of R&D capacities of center's clients, current and future clients of the company HORIBA MIRA LTD) and technological institute as a specialized educational institution built and operated in cooperation with leading international universities from the United Kingdom and the SLOVAK UNIVERSITY OF TECHNOLOGY, TECHNICAL UNIVERSITY OF KOŠICE and UNIVERSITY OF ŽILINA and secondary vocational schools (focused on education of students aimed at automotive industry and specific interconnection of educational institutions, science and technology centers and industrial entities). It is assumed that the PROJECT EATC is to be placed in a suitable locality with the area of min. 37 ha; the extent of the investment is estimated at EUR 150-180 million with a direct creation of 200 jobs overtime and indirect creation of approx. 300 jobs overtime and about 80 graduates from the technology institute annually.

2.2. The EATC COMPANY and HORIBA MIRA declare as well that they have successfully finished the first phase of the PROJECT EATC – execution of the feasibility study which was duly delivered by HORIBA MIRA to EATC COMPANY and the OFFICE OF DPM

2.3. In accordance with the results of the feasibility study the PROJECT EATC shall be developed in three stages. The stages are as follows:

- Stage 1 – Component & Sub-Assembly Test Laboratories and Technology Skills Institute;
- Stage 2 – Vehicle Test Laboratories and Small Proving Ground and Technology Park
- Stage 3 – Future expansion (Provides industry timescale to provide clarity on technology direction, likely customer base and future business opportunities)

2.4. Each of the stages of the PROJECT EATC shall have its detailed project plan at the relevant time. Basic phases are as follows:

a) Phase 1 – Design & Development Study:

- Priority components will be presented to stakeholders and the Slovak Government in March 2020
- Complete design of the relevant stage of the PROJECT EATC with identified initial group of international clients on-boarding
- Full visualisation and 3D model – demonstration of the complete Eco-system created by the PROJECT EATC
- Complete BOQ & submission of required documents for the construction permission in line with the Slovak regulation & compliance

b) Phase 2 – Construction of EATC:

- Construction of selected modules in line with set priorities and market demands

c) Phase 3 – Operation/Management of EATC:

- The operation & management of the PROJECT EATC will be phased and reflect the launch of selected modules in line with the results of the Phase 1 and Phase 2. Expected first launch of modules will take place in 3<sup>RD</sup> quarter of 2021;
- Full commercial operation of establish modules and components of the EATC and continues expansion in line with the long-term strategic development plan

2.5. The EATC COMPANY shall have the status of the PROJECT EATC investor, i.e.:

- a) shall be the direct or indirect (through the share in subsidiary) owner of any and all fixed assets accumulated within the PROJECT EATC, including the assets of an intangible nature;
- b) shall be responsible for the financial implementation of the PROJECT EATC, including the financial relations with financial creditors;
- c) shall be responsible for implementation of relations with public authorities and institutions (hereinafter referred to as „the State“), respectively the relations at the level of the European Union and its authorities and institutions as well.

- 2.6. HORIBA MIRA shall have the status of the strategic know-how and delivery partner of the PROJECT EATC, i.e.:
- a) shall focus its main activities on professional coordination of the PROJECT EATC individual phases;
  - b) shall be responsible for successful delivery of the Design & Development Study;
  - c) shall supervise and carry out other related activities within the PROJECT EATC construction (but not directly responsible for the performance of construction activities in the PROJECT EATC);
  - d) shall have the right to conduct the Operation/Management of PROJECT EATC to the extent further agreed.
  - e) shall endeavour to bring current and future customers to the facility as part of delivering the commercial business plan.

- 2.7. The PROJECT EATC is structured as a complex investment with an appropriate commercial model, where investors intend to establish following likely key operational elements:

- a) Technology Centre (Component & Sub-Assembly Test Laboratories and Vehicle Test Laboratories)
- b) Test Track (Small Proving Ground)
- c) Technology Business Park
- d) Technology Skills Institute

These models would consider the ramp up to full operations and the duration of operational management contracts.

- 2.8. The Technology Skills Institute has a special mission as part of the PROJECT EATC directly linked to the educational sector. The Technology Skills Institute will establish a unique worldwide educational Eco-System in cooperation with leading international universities in the United Kingdom and the SLOVAK UNIVERSITY OF TECHNOLOGY, TECHNICAL UNIVERSITY OF KOŠICE and UNIVERSITY OF ŽILINA and secondary vocational schools together with the HORIBA MIRA Technology Institute and British leading Technical Universities.

The Technology Skills Institute directly supports the on-going transformation of the automotive industry and will create locally based high value-add graduates who either will continue their professional assignments in the PROJECT EATC infrastructure or will become the international ambassadors of the PROJECT EATC and continue in one of the international automotive or technological companies. Technology Skills Institute reflects the future skills requirements of the automotive industry along the technology revolution of this industry globally.

- 2.9. The EATC COMPANY and HORIBA MIRA acknowledge that the current state (the expected content, form and phasing) of the PROJECT EATC (described in more detail in the attached presentation of executive summary of the feasibility study) may undergo amendments, supplements, i.e. remodelling in the following phases to achieve its most successful implementation.

### **3. PREAMBLE OF THE MEMORANDUM**

- 3.1. The Parties to this Memorandum unanimously agree that the PROJECT EATC was presented to the OFFICE OF DPM, the SLOVAK UNIVERSITY OF TECHNOLOGY and UNIVERSITY OF ŽILINA prior to conclusion of this Memorandum.
- 3.2. The Parties to this Memorandum conclude this Memorandum of Understanding to declare the support for the PROJECT EATC and coordination of their common effort having regard to preparation and implementation of the PROJECT EATC to the extent and under the conditions stated herein.

### **4. SUBJECT OF THE MEMORANDUM**

- 4.1. The EATC COMPANY and HORIBA MIRA acknowledge that they continue in the preparation and implementation of the PROJECT EATC, focusing on the preparatory steps of Design & Development Study, selection of the location for the EATC PROJECT and the preparation of the legal, investment and financial model of the EATC PROJECT. In case the EATC COMPANY is successful in acquisition of the respective land for the EATC PROJECT, the EATC COMPANY and HORIBA MIRA expect to start working on the Design & Development Study in March 2020.
- 4.2. The OFFICE OF DPM, the SLOVAK UNIVERSITY OF TECHNOLOGY, TECHNICAL UNIVERSITY OF KOŠICE and UNIVERSITY OF ŽILINA acknowledge its readiness from signature of this MOU to provide EATC COMPANY & HORIBA MIRA with non-financial support in the form of consultations, exchange of information, submission of documents which have at their disposal, provision of communication with other public institutions, representatives of the automotive industry etc., during the particular preparation phase of the PROJECT EATC.
- 4.3. The EATC COMPANY & HORIBA MIRA acknowledge that they anticipate the completion of the Design & Development Study phase for the first stage of the PROJECT EATC up to November 2020 and the completion of the Design & Development Study phase for the second stage of the PROJECT EATC up to July 2021, whereby the results of both studies of the PROJECT EATC are to be presented to the OFFICE OF DPM, the SLOVAK UNIVERSITY OF TECHNOLOGY and UNIVERSITY OF ŽILINA.
- 4.4. The EATC COMPANY & HORIBA MIRA shall introduce to the SLOVAK UNIVERSITY OF TECHNOLOGY, TECHNICAL UNIVERSITY OF KOŠICE and UNIVERSITY OF ŽILINA a basic proposal of structure (content, form, location and timing) of the Technology Skills Institute up to September 2020. EATC COMPANY, HORIBA MIRA, SLOVAK UNIVERSITY OF TECHNOLOGY and UNIVERSITY OF ŽILINA express their preparedness to focus their effort into the establishment of Technology Skills Institute and to introduce this part of the EATC PROJECT TO Ministry of Education, Science, Research and Sport of the Slovak Republic in common in proper time after the basic proposal of structure of Technology Skills Institute is submitted and discussed among the EATC COMPANY, HORIBA MIRA, the SLOVAK UNIVERSITY OF TECHNOLOGY and the UNIVERSITY OF ŽILINA. The OFFICE OF DPM shall be continuously informed about the continuation of this process and shall provide the

needed assistance in communication with the Ministry of Education, Science, Research and Sport of the Slovak Republic.

- 4.5. The OFFICE OF DPM acknowledges its interest in placement of the PROJECT EATC in the territory of the Slovak Republic, and it is ready to provide the needed assistance in communication with the Ministry of Economy on provision of the lawful state aid.
- 4.6. The OFFICE OF DPM puts an emphasis on the fact that any decision on provision of lawful state aid for the PROJECT EATC is subject to implementation of administrative and other procedures stipulated in the respective Slovak legislation and led by the respective state offices (specifically Ministry of Economy of Slovak Republic). The EATC COMPANY & HORIBA MIRA acknowledge the statement of the OFFICE OF DPM following the previous sentence and they respect they are not legally (automatically) entitled for provision of investment support for the PROJECT EATC.
- 4.7. The Parties to this Memorandum unanimously agree that under this Memorandum no Party to this Memorandum shall have any monetary liability towards the other Party to this Memorandum, nor any Party to this Memorandum shall file any claims for reimbursement of costs, claim for damages or contractual or non-contractual sanctions and this Memorandum shall not contain any right to conclude any binding agreement among the Parties to this Memorandum in the future.

## **5. SCOPE OF COOPERATION FOR ACHIEVEMENT OF PURPOSE OF MEMORANDUM**

- 5.1. The Parties to this Memorandum agreed on mutual awareness of their significant steps that may have effect on or may relate to the PROJECT EATC. For that purpose, the EATC COMPANY & HORIBA MIRA undertake to provide the OFFICE OF DPM, the SLOVAK UNIVERSITY OF TECHNOLOGY, TECHNICAL UNIVERSITY OF KOŠICE and UNIVERSITY OF ŽILINA with ongoing information on procedure of preparation and implementation of the PROJECT EATC as well as always do so upon their request.
- 5.2. The EATC COMPANY & HORIBA MIRA understand the strategic value and impact of the Project EATC on the Slovak Automotive industry and the massive technological revolution in the automotive industry worldwide. The EATC COMPANY & HORIBA MIRA are ready to offer a strategic advisory support to OFFICE OF DPM through the results of the feasibility study and Design & Development Studies of the Project EATC as a potential initial roadmap of strategic transformation of the Slovak Automotive Industry. The EATC COMPANY & HORIBA MIRA declare the readiness to discuss potential future strategic consulting advisory to the OFFICE OF DPM or any other governmental body of the Slovak Government and Slovak Technical Universities or Slovak Academy of Sciences.
- 5.3. The Parties to this Memorandum agreed on providing all mutual cooperation that may be fairly requested from them to achieve the purpose of this Memorandum, i.e.

implementation of the PROJECT EATC within the limits laid down in the Article 4 of this Memorandum.

5.4. The Parties to this Memorandum agree to conduct their activities pursuant to this Memorandum in compliance with all laws and regulations relating to such activities.

## **6. GENERAL PROVISIONS**

6.1. The Parties to this Memorandum agrees to maintain in confidence and shall not disclose the terms of this Memorandum to others without the prior written consent of the other to this Memorandum. Each Party to this Memorandum undertakes to the other that it will keep secret and will not without the prior written consent of the other, disclose, or allow to be used or disclose, to any third party any confidential information of the other party except as described in this clause. In the event that either Party to this Memorandum is required by law or a regulatory body to disclose any of the terms hereof, they shall, where permitted, notify the other Party to this Memorandum of the disclosure to be made in writing without delay. This paragraph shall survive the termination of this Memorandum.

6.2. No marketing/advertising, public relations or public statements in relation to the activities under this Memorandum shall be publicised by one Party to this Memorandum without the prior consent of the other Party to this Memorandum, not to be unreasonably withheld or delayed.

6.3. Any Party to this Memorandum may not assign the benefit of this Memorandum in whole or in part to any party without the written consent of all other Parties to this Memorandum.

6.4. A notice given under this Memorandum:

- a) shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
- b) shall be sent for the attention of the person, and to the address or email, given below;
- c) the addresses for service of notice are:
  - For OFFICE OF DPM:
    - Address: Štefánikova 882/15 81105 Bratislava, Slovak Republic
    - For the attention of: Mr./Mrs. ....
    - Email: .....
  - For EATC COMPANY:
    - Address: Bosakova 3783/7, 851 04 Bratislava, Slovak Republic
    - For the attention of: Mr. Ing. Michal Baláž, PhD.
    - Email: Michal.Balaz@msmholding.sk
  - For HORIBA MIRA:
    - Address: Watling Street, Nuneaton, Warwickshire, CV10 0TU, UK
    - For the attention of: Mr. Declan Allen
    - Email: declan.allen@horiba-mira.com
  - For SLOVAK UNIVERSITY OF TECHNOLOGY:

- Address: Vazovova 5, 812 43 Bratislava 1, Slovak Republic
- For the attention of: Mr. prof. Ing. František Uherek, PhD.
- Email: frantisek.uherek@stuba.sk
- For UNIVERSITY OF ŽILINA:
  - Address: Univerzitná 8215/1, 010 26 Žilina, Slovak Republic
  - For the attention of: Mr. prof. Ing. Jozef Ristvej, PhD.
  - Email: Jozef.Ristvej@uniza.sk
- For TECHNICAL UNIVERSITY OF KOŠICE:
  - Address: Letná 9, 042 00 Košice, Slovak Republic
  - For the attention of: Mr. M.Sc. Maroš Halama PhD.
  - Email: maros.halama@tuke.sk

6.5. The Parties to this Memorandum unanimously agree that under this Memorandum no Party to this Memorandum shall have any monetary liability towards the other Party to this Memorandum, nor any part shall file any claims for reimbursement of costs, claim for damages or contractual or non-contractual sanctions and this Memorandum shall not contain any right to conclude any binding agreement among the Parties to this Memorandum in the future.

6.6. This Memorandum shall be governed by and construed in accordance with Slovak law and the Parties to this Memorandum submit to the exclusive jurisdiction of the Slovak courts.

6.7. With the exceptions of Clause 5.4, this Paragraph 6 (General Provisions) and Paragraph 7(Final Provisions), this Memorandum shall not be deemed to be legally binding or to bestow any exclusivity or to create any obligations on either Party, but merely constitutes a statement of the mutual intentions of the Parties with respect to its contents.

## **7. FINAL PROVISIONS**

7.1. This Memorandum will come into effect on the day of its signature by all Parties to this Memorandum and shall continue in full force and effect for the duration of twenty-four (24) months. After the lapse of the twenty-four months of its duration, this Memorandum shall end unless extended by mutual written agreement of the Parties to this Memorandum.

7.2. This Memorandum may not be amended or otherwise modified except amendments in writing duly executed by all Parties to this Memorandum.

7.3. This Memorandum may be terminated written agreement between the Parties to this Memorandum as of the date provided for in such written agreement.

7.4. The participation on this Memorandum of any Party to this Memorandum may be terminated by Party's written notice, even without giving any reason, to all other Parties to this Memorandum. The notice period shall be one (1) month and starts on the first day



of the calendar month following the month in which the written notice was delivered to the all other Parties to this Memorandum.

7.5. This Memorandum is made out in seven (7) counterparts, of which each Party to this Memorandum hereto shall obtain (1) one and OFFICE OF DPM obtains (2) two.

7.6. The Parties to this Memorandum have read the contents hereof and declare that it expresses their genuine and free will and they are not aware of any circumstances which would render the Memorandum invalid and they set hands of the persons acting on their behalf hereunder.

On behalf of Office of Deputy Prime Minister of Slovak Republic for Investments and Informatization	On behalf of European Automotive Technology Centre, j.s.a.	On behalf of HORIBA MIRA LIMITED
Signature	Signature	Signature
Name: Mgr. Patrik Krauspe	Name: Ing. Michal Baláž, PhD	Name: Mr. Declan Allen
Designation: Head of Office	Designation: Chairman of the Board of Directors	Designation: Managing Director
Date:	Date:	Date:
Place: Bratislava	Place: Bratislava	Place: Bratislava

On behalf of Slovak University of Technology in Bratislava	On behalf of University of Žilina	On behalf of Technical University of Košice
Signature	Signature	Signature
Name: prof. Ing. Miroslav Fikar, DrSc.	Name: prof. Ing. Jozef Jandačka, PhD.	Name: Mr. prof. Ing. Stanislav Kmef, CSc.
Designation: Rector	Designation: Rector	Designation: Rector
Date:	Date:	Date:
Place: Bratislava	Place: Bratislava	Place: Bratislava