

# LETTER OF INTENT (LOI)

DATE OF AGREEMENT

14<sup>TH</sup> OF NOVEMBER, 2014

## PARTIES



SHANGHAI INTELION MECHANICAL AND ELECTRICAL ENGINEERING TECHNOLOGY COMPANY LIMITED, and INTELION COMPANY LIMITED, Suite 708-709, Office Building A, Bund Square, No. 868 Longhua Road, Huangpu District, Shanghai 20023, P.R.China (further "INTELION")

and



VALUE ADDED a.s., Opletalova 27, 110 00 Praha 1, Czech Republic (further "VALUE ADDED")

## INTRODUCTION

- (A) INTELION are companies under the Chinese jurisdiction and British Virgin Islands jurisdiction which are operated as a consultancy companies.
- (B) VALUE ADDED is a joint stock company under the Czech jurisdiction which is operated as a consultancy company.
- (C) The Parties have agreed that the relationship between them shall hereafter be conducted in accordance with the terms and conditions written in presentation in supplement.

## CONFIDENTIALITY

All information shared by the Parties regarding the content of this LOI or in connection with this LOI (the "Confidential Information") is considered strictly confidential. The Confidential Information can be used only for a purpose contemplated by this LOI and conditions mentioned in supplement.

The Party which receives the Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party") undertakes to the Disclosing Party that during the validity of this LOI it will not 1) publish, communicate, divulge or disclose any of the Confidential Information in any manner to any person or entity, unless specifically approved in writing in advance by the Disclosing Party, 2) reproduce or distribute the Confidential Information except as reasonably required for the purpose of this LOI.

Regardless the foregoing, the Confidential information is not information which 1) the Receiving Party had demonstrably owned or possessed before this LOI; 2) is commonly known at the time of conclusion of this LOI; and/or 3) the Receiving Party legally obtains after conclusion of this LOI from other person.

The Parties agree upon that they will protect the Confidential Information and exercise all the necessary effort and adopt all the necessary legal, procedural and technical measures needed for the protection of the Confidential Information against their unauthorized disclosure, accessibility to the third parties or the possible abuse by any third person.

The Parties also agreed upon, that the Receiving Party can make the Confidential Information accessible only to such employees, consultants or the individuals who have the obligation of confidentiality, and who need to know such information for the fulfilment the Specific Purpose.

#### FINAL PROVISIONS

This LOI shall be executed in 2 copies in the English language. Each party shall receive 1 .

This LOI constitute the entire agreement between the Parties with respect to the subject matter of this LOI which is described in supplement.

On behalf of INTELION

  
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Chen Shejun

Managing Director

On behalf of VALUE ADDED

  
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Roman Češka

Chairman of the Board

**Supplement:** *Presentation on Cooperation Principles between INTELION and VALUE ADDED*