



## CONFIDENTIALITY AGREEMENT – RECIPROCAL

This Confidentiality Agreement ("Agreement"), dated as of 18<sup>th</sup> July 2024 (the "Effective Date"), is made by and between Slovak University of Technology in Bratislava organized and existing under the laws of Slovakia and whose registered office is located at Vazovova 5, 812 43 Bratislava 1, Slovak Republic ("**Slovak University of Technology**")

and

Biosynth s.r.o. a private limited liability company incorporated in Slovakia with registration number 31 373 585, having its registered address at Nobelova 34, Bratislava 836 05, Slovakia ("**Biosynth**").

Slovak University of Technology and Biosynth are sometimes individually referred to herein as "Party" and collectively referred to herein as the "Parties." In order to protect from disclosure the Confidential Information (as defined below) which either Party may make available to the other Party in connection with business opportunities ("Project") during the Disclosure Period, as that term is defined below, and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

### 1. Definitions

1.1 "Affiliates" means, with respect to each Party, any corporation, firm, partnership or other entity or person which directly or indirectly controls or is controlled by, or is under common control with that Party. For purposes of this definition, "control" (including with correlative meaning, the terms "controlled by" and "under common control with") shall be presumed to exist if one of the following conditions is met: (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors of such Party or any direct or indirect parent of such Party, and (b) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.2 "Confidential Information" means, other than Exempt Information (as defined below), all information disclosed to Recipient (as defined below) or its Representatives (as defined below) by or on behalf of the Disclosing Party (as defined below) or learned or observed by Recipient during the Disclosure Period (as defined below) relating to:

(i) The Disclosing Party's or its Affiliates' business or business plans and business affairs, including, but not limited to, suppliers, customers, prospective customers, contractors, clinical data, the content and format of various clinical and medical data bases, utilization data, cost and pricing data, disease management data, software products, programming techniques, data warehouse and methodologies, all proprietary information, intellectual property rights, know-how, whether patentable or not, trade secrets, technical and non-technical materials, scientific information and formulae, formulation data, manufacturing data procedures, products, specifications, processes, sales and marketing plans and strategies, and designs, (ii) information of any third parties for which the Disclosing Party, its Representatives or its Affiliates have an obligation of confidentiality, (iii) any discussions and proceedings relating to any of the foregoing information, whether disclosed in oral, electronic, visual, written or any other form, and (iv) any information developed or derived by Recipient from the information described in the foregoing clauses (i) - (iii), whether or not for or on behalf of the Disclosing Party. Confidential Information includes, without limitation, the existence and terms and conditions of this Agreement. The fact that the Disclosing Party may have marked or identified as confidential or proprietary any specific information shall be indicative that such Disclosing Party believes such information to be confidential or proprietary, but the failure to so mark information shall not conclusively determine that such information is or is not considered confidential information by such Disclosing Party.

1.3 "Definitive Agreement" shall mean one or more definitive written agreements between the Parties hereto, not including an executed letter of intent or any other preliminary written agreement or any written or oral acceptance of an offer or bid on the part of any Party. Nothing in this Agreement shall require, or be construed to require, that the Parties hereto enter into a Definitive Agreement or to negotiate the terms of the Project.

1.4 "Disclosing Party" means the Party, any of its Affiliates and any of its Representatives that discloses, or causes

to be disclosed, Confidential Information to the other Party, any of its Affiliates or any of its Representatives.

1.5 "Disclosure Period" means the period during which either Party may disclose Confidential Information to the other Party. The Disclosure Period shall commence on the Effective Date (as defined above), and shall expire *three (3) years* after such date, unless the Disclosure Period is either extended or terminated earlier in writing by mutual agreement of the Parties, in which case the Disclosure Period shall expire on the date agreed by the Parties in such writing.

1.6 "Exempt Information" means Confidential Information which Recipient can demonstrate (a) was lawfully in its possession and reduced to writing prior to the time of disclosure by or on behalf of the Disclosing Party and which is not subject to another obligation of confidentiality, (b) is or becomes generally available to the public through no breach of this Agreement by Recipient or any of its Affiliates; (c) is obtained from a third party lawfully entitled to possession of such Confidential Information and under no obligation of confidentiality to the Disclosing Party or its Affiliates; or (d) was independently developed by or for Recipient without reference to, aid from or reliance upon the Confidential Information of the Disclosing Party. In clarification of the foregoing, a general disclosure in the public domain will not cause more specific (but related) information to be deemed Exempt Information under one of the above exceptions; similarly, a combination of several pieces of information, which individually would be deemed Exempt Information, will not be deemed Exempt Information unless the combination itself is in the public domain, independently developed by Recipient or otherwise lawfully in Recipient's possession.

1.7 "Permitted User" means an individual who: (a) is a director, officer, consultant, contractor, agent or employee of Recipient or any of its Affiliates; (b) is party to an effective agreement protecting the Confidential Information on terms no less restrictive than those contained herein; and (c) has a need to know the Confidential Information in connection with the Project.

1.8 "Person" shall be broadly interpreted to include, without limitation, any natural person, corporation, general or limited partnership, joint venture, proprietorship, trust, union, association, governmental authority or other business or entity.

1.9 "Recipient" means the Party who receives Confidential Information from the Disclosing Party.

1.10 "Representatives" shall mean, as to any Party hereto, the directors, officers, employees, Affiliates (including such Affiliate's directors, officers and employees), agents or other representatives (including, without limitation, financial advisors, attorneys and accountants).

## 2. Treatment of Confidential Information

2.1 The Parties shall treat the Confidential Information of the other Party as strictly confidential and proprietary. Recipient shall safeguard the confidential and proprietary nature of the Confidential Information of the other Party with at least the same degree of care as it holds its own confidential or proprietary information, but in no event shall the degree of care for the Confidential Information be less than a reasonable degree of care.

2.2 Recipient shall not disclose (directly or indirectly) any Confidential Information to, or permit it to be accessed by, any Person except a Permitted User. Recipient shall cause any Permitted User to whom Confidential Information is disclosed to abide by the terms of this Agreement. Each Party shall be liable for the breach of this Agreement by any of its Permitted Users. In the event Recipient becomes aware of any breach of this Agreement by it or any of its Permitted Users, Recipient shall promptly notify the other Party of such breach and all facts known to Recipient regarding same.

2.3 Recipient and its Representatives may use the Confidential Information only in connection with the applicable Project, and for no other purpose whatsoever. Recipient shall not use the Confidential Information for the personal benefit of itself or a Permitted User, or for the benefit of any third party.

2.4 If Recipient is requested to disclose the Confidential Information of the Disclosing Party or the substance of this Agreement in connection with a legal or administrative proceeding or otherwise to comply with a requirement under applicable law, Recipient shall give the Disclosing Party prompt notice of such request, to the extent legally permissible, so that the Disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. If the Disclosing Party seeks a protective order or other remedy, Recipient shall promptly cooperate with and reasonably assist Disclosing Party in such efforts. Subject to any protective order obtained, Recipient shall disclose only that portion of Confidential Information which its legal

counsel determines it is required to disclose.

2.5 Upon the written request of a Disclosing Party, or if either Party hereto determines that it does not wish to proceed with the Project, Recipient shall promptly return or destroy, at such Disclosing Party's option, all Confidential Information, other than a copy of this Agreement, of such Disclosing Party (including all copies in whatever medium provided to, or made by, any Permitted User); provided, however, that, subject to the confidentiality obligations and terms of this Agreement, Recipient shall be entitled to retain one archival copy of such Confidential Information in a secure location for so long as necessary under applicable law or to ensure compliance with the terms of this Agreement.

Notwithstanding anything to the contrary in this Agreement, Recipient shall not be required to destroy any computer files stored securely by Recipient that are created during automatic system back-up. Subject to Recipient's return or destruction of Confidential Information.

2.6 Recipient shall continue to be bound by its obligations of confidentiality and non-use under this Agreement for a period of *ten (10) years* from the expiration of the Disclosure Period, except with respect to any information that constitutes a trade secret (as defined under applicable law), in which case Recipient will continue to be bound by its obligation of confidentiality and non-use under this Agreement for so long as such information continues to constitute a trade secret, but in no event for a period of less than the *ten (10) year* period specified immediately above.

### 3. General Provisions

3.1 Each Party represents and warrants to the other Party that it has the power and authority to enter into this Agreement and to disclose its Confidential Information to the other Party.

3.2 Neither this Agreement, nor either Party's performance under it, will: (a) transfer to Recipient, or create in Recipient, any proprietary right, title, interest or claim in or to any of the Disclosing Party's Confidential Information; (b) obligate either Party to enter into any other agreement or undertaking of any nature whatsoever with the other Party; (c) prohibit either Party from entering into any other agreement with any other party, if doing so will not violate such Party's obligations hereunder; or (d) be construed as granting a license to its Confidential Information to Recipient. It is further agreed that each Party's evaluation of the Confidential Information provided hereunder and of the Project or any other possible business arrangement or relationship between the Parties shall be conducted at such Party's sole risk and expense and the other Party shall have no liability to such Party with respect thereto.

3.3 The Recipient acknowledges and agrees that neither the Disclosing Party nor any of its Representatives makes any express or implied representation or warranty with respect to the accuracy or completeness of the Information. The Disclosing Party and its Representatives expressly disclaim any and all liability to the Recipient and its Representatives (or any other person) that may be based upon, arise out of, or relate to (a) the use or contents of the Confidential Information by the Recipient or any of its Representatives or (b) any errors therein or omissions therefrom. Each Party hereto acknowledges and agrees that each Party shall be entitled to rely solely on such representations and warranties as may be contained in a Definitive Agreement (as defined above) relating to the Project, subject to the terms and conditions contained therein.

3.4 This Agreement sets forth the entire understanding between the Parties as to its subject matter, and supersedes all prior agreements and understandings relating to such subject matter. This Agreement may only be modified in a writing signed by a duly authorized agent for each respective Party and specifically referring hereto.

3.5 This Agreement shall be governed by and construed and enforced in accordance with the laws of Slovakia, excluding its conflict of law rules. The courts of Slovak republic shall have exclusive jurisdiction over all matters pertaining to this Agreement.

3.6 The Parties acknowledge that except as expressly set forth herein: (a) neither Party has made any representation, warranty, or promise to the other, express or implied, upon which either is entitled to rely in any way; and (b) the Parties specifically waive and disclaim any reliance, dependence or action based on any written or verbal statement or promise made by either Party to the other.

3.7 Neither the rights nor the obligations of either Party hereunder may be assigned or delegated, in whole or in part, without the prior written consent of the other Party. Any such assignment or delegation without the prior written consent of the other Party shall be null and void and of no effect.

3.8 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.

3.9 Nothing in this agreement and no action taken by the parties under it shall be deemed to constitute any partnership, agency, association, joint venture or other co-operative enterprise between the parties.

3.10 If any term of this Agreement or the application thereof shall be deemed invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby and each remaining term of this Agreement shall be valid and enforced to the fullest extent permitted by law.

3.11 The failure of either Party to insist upon the strict observation or performance of any provision of this Agreement, or to exercise any right or remedy shall not impair or waive any such right or remedy in the future. Every right and remedy given by this Agreement to the Parties may be exercised from time to time as often as appropriate.

3.12 All notices given hereunder shall be in writing and shall be sent to the Parties hereto at the addresses set forth above or to such other address as a Party may provide.

3.13 Each party understands that the other Party may have present or future business activities or opportunities, including business activities or opportunities with third parties, involving similar products, programs, technologies or processes that may compete with a product, program, technology or process covered by this Agreement. Accordingly, each Party acknowledges that nothing in this Agreement shall be construed as a representation or inference that the other Party will not develop for itself or enter into business relationships with other third parties regarding products, programs, technologies or processes that are similar to or that may compete with any product, program, technology or process covered by this Agreement, provided that Confidential Information shall not be used or disclosed in breach of this Agreement.

3.14 Each party to this agreement is committed to complying with all applicable laws and to ethical business conduct. Each party should conduct their business activities under the Purpose and/or the Project with honesty and integrity and should represent and warrant that its officers, directors, representatives, agents and employees act in compliance with all related tax, anti-money laundering, export control and economic sanctions laws, corruption and anti-bribery laws and regulations in any jurisdiction in which it operates.

IN WITNESS WHEREOF, this Confidentiality Agreement has been duly executed and delivered as of the Effective Date.

**Biosynth s.r.o**

Name: Jerguš Mitter

Name: Patrick Meili

Title: General Manager

Title: Managing Director of Integrations and Compliance

Place/Date: Bratislava September 30, 2024

Place/Date: Staad September 30, 2024

**Slovak University of Technology  
in Bratislava**

Name: Oliver Moravčík

Name: Martin Rebroš

Title: Rector

Title: Associate Professor, PI

Place/Date: Bratislava októbra 11, 2024

Place/Date: Bratislava septembra 30, 2024