

C/917/2024



CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) is made effective as of October 1st 2024 (the “**Effective Date**”) by and between:

1. Chemický ústav SAV, v. v. i., a public research institution (company ID: 00166618) located at Dúbravská cesta 5807/9, 845 38 Bratislava, Slovakia,
2. hameln rds s.r.o., a company organised under the laws of Slovak Republic, whose registered office is at Horná 36, 900 01 Modra, Slovakia,

Whereas each contractual party is called individually as “**Party**” and collectively as “**Parties**”.

The Parties have agreed as follows:

1. Background

This Agreement is entered into for the purpose of one Party (hereinafter referred to as the “**Disclosing Party**”) supplying the other Party (hereinafter referred to as the “**Recipient**”) Confidential Information (as defined below) in connection with delivery of Active Pharmaceutical Ingredients between the Parties (the “**Purpose**”), subject to the restrictions below.

2. Definitions

2.1 In this Agreement, “**Affiliate**” means, in relation to a Party, a company or other entity which:

1. is controlled, directly or indirectly, by such Party;
2. controls, directly or indirectly, such Party; or
3. is under common control with such Party; where the expressions “**is controlled**”, “**controls**” and “**is under common control with**” shall be interpreted as referring to control of more than 50% of the voting power by virtue of ownership.

2.2 For the purpose of this Agreement, “**Confidential Information**” means any and all data or information that is proprietary to the Disclosing Party – including but not limited to technical, practical and commercial information – whether disclosed orally or in writing by the Disclosing Party or any of its Affiliates to the Recipient, save for information as set forth in Section 2.3.

2.3 This Agreement shall not apply to any information:

- (a) which at the time of disclosure is in the public domain;
- (b) which after disclosure becomes part of the public domain by publication or otherwise, except by breach of the undertakings hereunder by the Recipient;
- (c) which has been developed independently by the Recipient without reliance on, reference to or use of any Confidential Information;
- (d) which the Recipient can establish by competent proof was previously known by the Recipient or in its possession at the time of disclosure; or
- (e) which the Recipient can establish by competent proof was received from a third party provided, however, that such information was not obtained by said third party directly or indirectly from the Disclosing.

2.4 The Recipient may disclose the Disclosing Party's Confidential Information to the extent required to be disclosed by order of a court of competent jurisdiction or of any competent judicial, governmental or regulatory body.

2.5 The Recipient shall inform each individual who will have access to the Confidential Information that he or she may be subject to applicable rules relating to insider trading.

3. Non-Disclosure and Non-Use of Confidential Information

3.1 The Parties agree, for the duration of ten (10) years from the Effective Date;

- (a) to hold Confidential Information in confidence and not to disclose Confidential Information to third parties, except as otherwise provided herein or as may be required by a mandatory rule of law or order of court of competent jurisdiction in which case the Party shall promptly and to the extent possible before complying with any such requirement, notify the Disclosing Party;
- (b) to keep all Confidential Information strictly confidential by using a reasonable degree of care, but no less than the degree of care used by it in safeguarding its own Confidential Information;
- (c) to use the same degree of care (but not less than reasonable care) to avoid disclosure or use of Confidential Information as it employs with respect to its own confidential and/or proprietary information;
- (d) to limit disclosure of the Confidential Information to its Affiliates and its and their employees, directors and external advisors on a need to know basis; and

- (e) to inform all persons to whom Confidential Information is disclosed of their duty of confidentiality, and to take appropriate steps to ensure that such persons comply with the terms of this Agreement.
- 3.2 No license under any patent, trade secret, or copyright is granted or implied by this Agreement or the disclosure of the Confidential Information. The Recipient agrees not to remove any proprietary rights legends to materials disclosing or embodying the Confidential Information. The Recipient agrees not to reverse, engineer, decompile, or disassemble any software disclosed to the Recipient.
- 3.3 Neither Party has any obligations under this Agreement to purchase, license, transfer or otherwise dispose of any technology, services or products, or to enter into any other agreement.
- 4. Rights and Remedies
 - 4.1 Upon the Disclosing Party's request, the Recipient shall promptly return to the Disclosing Party all tangible items containing or consisting of the Disclosing Party's Confidential Information and all copies thereof and to destroy all notes, memoranda, extracts, papers, disks or other documentation that bear or incorporate any part of such Confidential Information and to procure that any electronically stored Confidential Information or any Confidential Information recorded in any other way is permanently erased except for electronic back-up systems designed for business continuity purposes. Upon the Disclosing Party's request the Recipient shall certify in writing that the provision of this Section has been respected. Notwithstanding the foregoing, either Party may retain one copy of Confidential Information for archival and legal purposes only.
 - 4.2 The Recipient hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Disclosing Party or any of its Affiliates that may be difficult to ascertain. Accordingly, the Recipient agrees that the Disclosing Party will have the right to seek specific performance and/or injunctive or other equitable relief in addition to any other rights and remedies it may have.
- 5. Governing Law and Legal Disputes

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Hannover Chamber of Commerce. The place of arbitration shall be Hannover, Germany, and the language to be used in the arbitral proceedings shall be English. This Agreement shall be construed in accordance with and be governed by the substantive law of Germany.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Each party acknowledges that an original signature or a copy thereof transmitted by PDF shall constitute an original signature for purposes of this Agreement.

Place: Bratislava

Company: Chemický ústav SAV, v. v. i.



Name: Mgr. Stanislav Kozmon, PhD.

Title: Director

CHEMICKÝ ÚSTAV
Slovenskej akadémie vied, v. v. i.
Dúbravská cesta 5807/9
845 38 Bratislava
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Place: Modra

Company: hameln rds s.r.o.



Name: Dr. Marian Gono, MBA

Title: CEO

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