

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "Agreement") is effective as of [the date of Publication pursuant the Article 12 of this Agreement] (the "Effective Date") by and between \* [REDACTED] \* and [Charles University], a [university with seat at Ovocny trh 560/5, 116 36 Prague 1, Czech republic, concerning the part First Faculty of Medicine, Katerinska 32, 121 08 Prague 2, Czech Republic, ID: 00216208] [public university under the Czech Act No. 111/1998 Coll., as amended].

- 1. Purpose.** The parties wish to discuss and evaluate each party's respective interest in entering into a business transaction that the parties intend to engage in regarding the evaluation of [REDACTED] \* (the "Purpose") and, in connection with such Purpose, each party (the "Disclosing Party") may disclose to the other party (the "Receiving Party") certain confidential or proprietary information that the Disclosing Party desires the Receiving Party to treat as confidential.
- 2. Confidential Information.** "Confidential Information" shall mean any information (a) related to the business, services, products, or technology of the Disclosing Party or of one or more third parties (subject to Section 6 below) that is disclosed to or learned by the Receiving Party, either directly or indirectly, in connection with the Purpose including, without limitation, information, know-how, trade secrets, product and design specifications, samples, prototypes, materials, processes, procedures, systems, performance characteristics, data, manufacturing methods, equipment, pricing, supplier lists, service offerings, and business and marketing information, and (b) that is marked or otherwise identified as confidential when disclosed or observed, or that a person with experience in the Receiving Party's industry would reasonably understand to be confidential or proprietary due to the context of its disclosure and/or its scope, content, or nature. Notwithstanding the foregoing, Confidential Information shall not include any information that the Receiving Party can establish (i) was publicly known and made generally available in the public domain prior to receipt by the Receiving Party; (ii) becomes publicly known and made generally available after receipt by the Receiving Party through no action or inaction of the Receiving Party; (iii) is in the possession of the Receiving Party, without confidentiality restrictions, at the time of receipt by the Receiving Party as shown by the Receiving Party's files and records; (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; (v) is independently developed by the Receiving Party without use of or reference to the Confidential Information; or (vi) is approved for release or disclosure by written agreement of the Disclosing Party (collectively, "Exceptions").
- 3. Non-Use and Non-Disclosure.** The Receiving Party shall not, during the term of this Agreement and for ten (10) years thereafter (the "Confidentiality Period"), (a) use any Confidential Information for any purpose other than the Purpose, or (b) disclose (directly or indirectly, including, without limitation, due to a security breach or other accidental disclosure) any Confidential Information to any person or entity except its employees, consultants, or advisors (each, a "Representative") on a need-to-know basis; provided, however, that (i) such Representatives must first be bound by obligations of non-disclosure and non-use at least as restrictive as the obligations under this Agreement, and (ii) the Receiving Party shall be responsible for any unauthorized use or disclosure of the Confidential Information by such Representatives. The Receiving Party shall promptly notify the Disclosing Party in the event of any suspected unauthorized use or disclosure of the Confidential Information.

**4. Legally-Compelled Disclosures.** Notwithstanding anything to the contrary in this Agreement, the Receiving Party may disclose Confidential Information as necessary to comply with applicable laws or court orders; provided, however, that, to the extent permitted by law, the Receiving Party shall promptly notify the Disclosing Party of such proposed production or disclosure and reasonably cooperate with the Disclosing Party, at Disclosing Party's reasonable expense, in Disclosing Party's efforts to limit or otherwise protect such Confidentiality Information. Any Confidential Information disclosed pursuant to the preceding sentence shall remain "Confidential Information" subject to the terms and conditions of Section 3 unless such Confidential Information meets one or more of the Exceptions for a reason other than disclosure pursuant to this Section 4.

**5. No Obligation.** Nothing herein shall obligate either party to proceed with any transaction between the parties, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning a potential business transaction.

**6. No Warranty.** Disclosing Party represents and warrants that it has the right to disclose the Confidential Information provided to the Receiving Party under this Agreement. Except as otherwise expressly set forth herein, all Confidential Information is provided as-is, and the Disclosing Party makes no warranties, express, implied, or otherwise, regarding its accuracy, completeness, or performance.

**7. Return of Materials.** All Confidential Information, including, without limitation, all copies, documents, and other digital or tangible media containing Confidential Information, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party upon request. Notwithstanding the foregoing, each Receiving Party may retain, for archival purposes only, one (1) copy of Confidential Information of the Disclosing Party, which shall, notwithstanding expiration or termination of this Agreement or expiration of the Confidentiality Period, remain subject to the obligations under Section 3 and Section 4 until such Confidential Information meets one or more of the Exceptions. Notwithstanding the foregoing, to the extent it would be unreasonably costly or cumbersome, the Receiving Party shall not be required to delete intangible copies of Confidential Information that have been made a part of the Receiving Party's (or its Representatives') routine systems back-up files that are not readily accessible to the Receiving Party (or its Representatives), provided that any intangible copies that are retained pursuant to this sentence shall be deleted or destroyed in accordance with the Receiving Party's routine data management/destruction practices and procedures and shall, notwithstanding expiration or termination of this Agreement or expiration of the Confidentiality Period, remain subject to the obligations under Section 3 and Section 4 until all Confidential Information contained in such intangible copies meets one or more of the Exceptions.

**8. No License.** Except for a limited license to use the Confidential Information for the Purpose, nothing in this Agreement is intended to grant any rights to a party under any patent, trademark, copyright or other intellectual property of the other party, nor shall this Agreement grant a party any right in or to Confidential Information of the other party.

**9. Term.** This Agreement will expire on the two (2) year anniversary of the Effective Date, unless earlier terminated by either party by providing fifteen (15) days written notice to the other party. Expiration or termination of this Agreement shall not relieve the parties of any obligation that accrued prior to such expiration or termination. Any terms that by their intent or meaning are intended to survive termination or expiration of this Agreement shall so survive, including, without limitation, Sections 2, 3, 4, 7, 9, 10, and 11.

**10. Remedies.** The parties agree that any violation or threatened violation of this Agreement may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek to obtain equitable relief without limiting any other remedies that the Disclosing Party may have. At the same time, the parties declare that they will disclose to each other only the minimum Confidential Information necessary to achieve the Purpose. In view of the foregoing in this Article, the parties agree that the obligation to indemnify for damages caused by a breach of this Agreement or mandatory law shall be limited to an amount USD \$250,000.00- per occurrence and also all occurrences of liability.

**11. Miscellaneous.** This Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. Neither party may assign or transfer this Agreement, by operation of law or otherwise, without the other party's prior written consent; provided, however, that no such consent shall be required if this Agreement is assigned and assumed in connection with the sale of all or substantially all of the stock or assets of a party. This Agreement shall be governed by the laws of the Massachusetts without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. The provisions of this Agreement reflect the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligations waived, except by a writing signed by each party. This Agreement may be executed in separate counterparts, and by facsimile or scanned copies sent by electronic means, each of which will be deemed an original, and when executed separately or together, will constitute a single original instrument, effective in the same manner as if the parties had executed one and the same instrument.

**12. Publications.** The Parties acknowledge that Charles University, as a public university and an entity under Art. 2 Par. 1 Letter e) of the Czech Act No. 340/2015 Coll., on Contract Register, is subject to the obligation to public any contracts and agreements it concludes in the contract register (the "Publication"). The Parties state that this Agreement is subject to mandatory Publication. Charles University pledges to publicize the contents of this Agreement as well without information between the tags \*\_\* that cannot be provided in accordance with the rules governing free access to information in the Czech Republic, as personal data or trade secrets of the Parties. The Publication shall be notified to the \* [REDACTED] \* without undue delay via e-mail: [REDACTED]. Publication under this Article. For the avoidance of doubt, the Parties declare that the Publication pursuant this Article constitutes negotiations in accordance with Article 4 of this Agreement.

*Signature page follows*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

\* [REDACTED] \*

[Charles University, First Faculty of  
Medicine] [REDACTED]

By: [REDACTED]

By: [REDACTED]

Name: \* [REDACTED] \*  
CSc.Title: Director of Strategy & Operations

Name: prof. MUDr. Martin Vokurka,  
Title: Dean of the Faculty

Date: September 15, 2022

Date: 09/16/2022

[REDACTED]

See and Agree:

\* [REDACTED] \*

Date: 09/15/2022

[REDACTED]

\* [REDACTED] \*

Date: 09/15/2022

[REDACTED]

\* [REDACTED] \*

Date: 09/15/2022

SCHVÁLIL	JMÉNO	DATUM	PODPIS
VĚCNĚ	[REDACTED]	[REDACTED]	[REDACTED]
PRÁVNĚ	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]