



CONFIDENTIAL DISCLOSURE AGREEMENT

This Confidential Disclosure Agreement (the "Agreement") is entered on the day of the last signature below (the "Effective Date") by and between:

Universität Wien (University of Vienna)

Universitätsring 1, 1010 Wien

Lawfully represented in this matter by [REDACTED]

(hereinafter referred to as "University 1")

and

Palacký University Olomouc

Faculty of Medicine and Dentistry

Institute of Molecular and Translational Medicine

Hněvotínská 976/3, 779 00 Olomouc

Lawfully represented in this matter by **Prof. MUDr. Milan Kolář, Ph.D., Dean of the Faculty**

(hereinafter referred to as "University 2")

hereinafter referred to individually as a "Party" and collectively as "the Parties"

PREAMBLE

WHEREAS:

The University 1 is in possession of confidential and proprietary information and materials relating to the development of novel metal-based radiopharmaceuticals for potential clinical use (the "University 1 Technology").

The University 2 is in possession of confidential information and know-how relating to animal models and animal imaging for the development of novel radiopharmaceuticals (the "University 2 Technology").

The University 1 and the University 2 concluded an NDA on 30.06.2023 ("Original Agreement") in relation to the purpose of discussing and evaluating the Technology to assess the feasibility of a business collaboration with regards to the Technology (the "Purpose"). The Original Agreement expired on 29.06.2025. The Parties would like to continue the discussions for the same Purpose by signing this Agreement.

Now therefore, the Parties are willing to disclose the Confidential Information on a non-exclusive basis on the terms and conditions set forth herein.

University 1 and University 2 agree as follows:



§ 1. Confidential Information

- (1) "Confidential Information" shall mean all information disclosed by the Disclosing Party to the Receiving Party in any form (in writing, orally, visually, electronically or by any other means) in connection with the Purpose (including but not limited to proprietary information, material, data, processes, designs, discoveries, computer programs, trade secrets, concepts, writings or patent applications) that is (i) marked or designated as "confidential" or "proprietary" by the Disclosing Party at the time of its disclosure to the Receiving Party or (ii) that is of such nature that a reasonable person would (in all the circumstances) consider confidential.
- (2) Notwithstanding anything to the contrary in this Agreement, Confidential Information shall not include information which:
 - (a) at the time of disclosure was already known to the Receiving Party without any confidentiality obligation or generally available within the industry, the scientific community or the public domain;
 - (b) after the disclosure becomes rightfully known to the Receiving Party without restriction from a source other than the Disclosing Party or becomes generally available in the industry, the scientific community or the public domain, other than by unauthorised disclosure by the Receiving Party;
 - (c) is legally furnished to the Receiving Party by a third party without restriction; or
 - (d) was or is verifiably developed by or on behalf of the Receiving Party independently without any use of any of the Confidential Information;
 - (e) was required to be disclosed in order to comply with applicable laws or regulations or with a court or administrative order;
 - (f) the publication of the Confidential Information was authorized in writing by the Disclosing Party.
- (3) The Parties retain the right to disclose their own Confidential Information to third parties.

§ 2. Confidentiality Obligations

- (1) The Receiving Party warrants that it will apply reasonable safeguards against the unauthorized disclosure of Confidential Information and agrees to protect the Confidential Information in the same manner and to the same degree that it protects its own Confidential Information, using no less than reasonable care.
- (2) The Receiving Party further warrants not to use the Confidential Information for any purpose other than for which it was disclosed under this Agreement.
- (3) The Receiving Party may disclose the Disclosing Party's Confidential Information only to those of its employees, officers or directors who need to know such information for the Purpose. In addition, prior to any disclosure of such Confidential Information to any such employee, officer or director, such employee, officer or director shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement.



- (4) In any event, the Receiving Party shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees, officers or directors.
- (5) If the Receiving Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party and comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

§ 3. Property Rights

- (1) The Disclosing Party is willing to disclose Confidential Information to the Receiving Party solely for the Purpose.
- (2) The Receiving Party acknowledges and agrees that the Disclosing Party shall retain all right, title and interest in its Technology and the pertaining information.
- (3) No licence or conveyance of proprietary rights such as intellectual property rights or rights to trade secrets of a technical or commercial nature is granted to the Receiving Party nor implied by the disclosure of any information under this Agreement, regardless of whether Confidential Information or non-confidential information is concerned.
- (4) Therefore it is recognized and understood that any results, inventions, know-how, data, technologies and/or any intellectual property rights disclosed by the Disclosing Party under this Agreement shall remain the sole property of the Disclosing Party and are not affected by this Agreement. Any exploitation thereof, especially transfer, copying and publication, requires the express prior written permission of the Disclosing Party.
- (5) Nothing contained in this Agreement shall be construed as an obligation on either Party to enter into any further agreement concerning the Confidential Information or the Technology or to proceed with any possible relationship or transaction with the other Party.

§ 4. Warranty and Liability

- (1) The Confidential Information subject to this Agreement is made available "as is" and no warranties, express or implied, are given or liabilities of any kind are assumed with respect to such information including, but not limited to, accuracy, reliability, novelty, completeness, correctness, fitness for any particular purpose or non-infringement of third party rights.
- (2) Either Party will sustain irreparable harm by a breach of this Agreement for which money damages would not be an adequate remedy. Each Party therefore agrees that, in the event of a threatened or continuing breach of this Agreement, the Disclosing Party shall be entitled, without prejudice to any other available remedies, to seek immediate injunctive or other equitable relief. The Receiving Party shall indemnify and hold the Disclosing Party harmless from any damages, losses, costs and expenses, including reasonable attorney fees, arising from any breach of this Agreement.



§ 5. Term and Termination

- (1) This Agreement will commence on the Effective Date and will continue in effect for two (2) years.
- (2) The Parties' obligation to confidentiality and restrictions on use of the Confidential Information of the other Party shall survive this Agreement for a further three (3) years.
- (3) Within fourteen (14) days after expiration or earlier termination of this Agreement or at any time earlier upon the Disclosing Party's written request, the Receiving Party shall promptly return, or destroy all Confidential Information received hereunder including all copies thereof (electronic or otherwise) provided that (a) no return or destruction shall be required of electronically-stored documents or information to the extent the same have been backed up in the ordinary course and cannot be expunged without considerable effort, and (b) the Receiving Party may retain archival copies of any Confidential Information for the purposes of and for so long as required by law.

§ 6. Miscellaneous

- (1) This Agreement constitutes the entire agreement between the Parties and supersedes all previous written and oral agreements.
- (2) Modifications of or amendments to this agreement shall only be effective if made in writing upon signature of authorised representatives of both Parties. This also includes the waiver of the written form itself.
- (3) The rights and duties of this Agreement are not assignable or transferable by either Party without the other Party's prior written consent. The other Party shall not withhold its consent on unreasonable grounds.
- (4) Should any provision of this Agreement prove to be invalid or incapable of fulfilment, or subsequently become invalid or incapable of fulfilment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this Agreement. In such a case, the Parties shall be entitled to demand that a valid and practicable provision be negotiated which mostly fulfils the purpose of the invalid or impracticable provision.
- (5) This Agreement shall be governed by the laws of Austria without regard to the conflict of law provisions thereof. Any dispute arising out of this agreement shall be submitted exclusively to the courts having jurisdiction at the seat of the University 1.

§ 7. Counterparts

This Agreement and any amendments thereof may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and signatures transmitted by facsimile or in a PDF file, as well as electronic signatures, shall be deemed valid and acceptable to the Parties.



universität
wien

For
Palacký University Olomouc

Place: Olomouc

Date: 27-08-2025

For
Universität Wien (University of Vienna)

Place: Vienna

Date: 20.08.2025

prof. MUDr. Milan Kolář, Ph.D.

Dean of the Faculty of Medicine
and Dentistry