HELMHOLTZ MUNICH

CONFIDENTIALITY AGREEMENT

between

Helmholtz Zentrum München
Deutsches Forschungszentrum für Gesundheit und Umwelt (GmbH)
Ingolstädter Landstraße 1
DE-85764 Neuherberg
Germany

Responsible Institute: Institute of Diabetes Research (IDF)

- HELMHOLTZ MUNICH-

and

Participant

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Preamble

HELMHOLTZ MUNICH intends to disclose to Participant confidential information in the field of the GPPAD Investigator Meeting in Munich (Starnberg) from 05.05.2026 until 07.05.2026 (the Purpose). In order to protect HELMHOLTZ MUNICH, this confidential information shall be subject to non-disclosure. This confidentiality agreement shall also apply in the event that the contracting parties decide not to collaborate. The same applies as long as no other agreement has not replaced this one during the collaboration between the contracting parties.

1. Definition

INFORMATION is any information which is directly or indirectly disclosed by HELMHOLTZ MUNICH to the Participant in writing, in oral form or in any other way in connection with the Purpose specified in the Preamble. This shall include (scientific) data, also as soft copy, materials, drawings, drafts, sketches, plans, descriptions, specifications, measurement results, calculations, experience, methods and processes, samples, models, specimen, knowledge, procedures and transactions including secret know-hows as well as applications for intellectual property rights which are not yet published.

2. Scope of Confidentiality

Participant undertakes to keep all INFORMATION confidential, and not to disclose such INFORMATION, in whole or in part, to third parties. Participant undertakes to take the necessary precautionary measures in order to prevent third parties from obtaining knowledge of such INFORMATION. Participant shall not use such INFORMATION for other purposes than the Purpose specified in Recitals.

The obligation of confidentiality shall also apply to group companies, licensees or other third parties. If Participant wishes to disclose INFORMATION to companies affiliated with Participant, Participant shall previously inform HELMHOLTZ MUNICH about such disclosure of INFORMATION, and shall ensure that those affiliated companies accept the provisions set forth in this Confidentiality Agreement.

3. Exclusions from the Obligation of Confidentiality

This obligation of confidentiality shall not apply if it can be established that INFORMATION

- was known to Participant prior to its disclosure, or
- was known to the public or was generally available prior to its disclosure, or
- became known to the public or became generally available after disclosure through no wrongful act or fault of Participant, or

- essentially corresponds to information which was disclosed or made available to Participant at any time by a third party who had the legal right to disclose the information to the Company, or
- was independently developed by Participant without knowledge of the INFORMATION, or whose development was commissioned by the Company without knowledge of the INFORMATION, or is required to be disclosed by order of any court of competent jurisdiction, properly constituted arbitration panel, or other relevant and duly-authorized legal or public authority, provided that Participant shall immediately notify HELMHOLTZ MUNICH of such order upon its receipt thereof and shall cooperate with HELMHOLTZ MUNICH to limit such disclosure to the extent reasonably possible.

The burden of proof for determination of whether or not the above exclusions apply shall lie with Participant.

4. Limitation of Use

This confidentiality agreement neither explicitly nor otherwise constitutes any license or other rights of Participant to use HELMHOLTZ MUNICH's confidential INFORMATION. Nothing contained in this agreement shall be construed as granting or conferring any license and/or other rights of use of Participant in and to HELMHOLTZ MUNICH's confidential INFORMATION, whether explicitly or otherwise. HELMHOLTZ MUNICH reserves any right to protect and apply disclosed INFORMATION. Unless otherwise provided in a separate agreement, Participant undertakes not to exploit the disclosed INFORMATION without the specific written authorization and not to apply for intellectual property rights or to enable third parties to carry out the applications. In the event of subsequent research, development or other agreements, any rights, licenses and other rights to use the confidential INFORMATION will be regulated separately.

5. Handling of INFORMATION

Any written materials, drawings, other documents, samples, models, data storage media, materials, specimens, etc. which incorporate INFORMATION and with which Participant has been entrusted by HELMHOLTZ MUNICH shall remain the property of HELMHOLTZ MUNICH and all property rights and their protection shall be reserved. Participant is obliged to immediately return the incorporated INFORMATION to HELMHOLTZ MUNICH upon written request and to destroy any copies thereof. This shall not apply for routine electronic data backup that must be made for data security reasons and must be stored according to the legal obligations for data storage, as long as they are only used for data storage.

6. Vicarious Agents

Subject to no. 2, Participant undertakes to ensure that its employees and other persons who obtain knowledge of the exchanged INFORMATION are bound by the same obligations as the contracting parties and to keep their group as small as possible. These obligations are imposed on the employees even after retirement as far as it is legally possible.

7. Limitations of Obligations

No obligations shall arise from this agreement for HELMHOLTZ MUNICH to provide specific INFORMATION to Participant, to warrant the accuracy, usability or completeness of the INFORMATION provided, or to grant Participant licenses to intellectual property rights or copyrights. Further, HELMHOLTZ MUNICH assumes no liability if the application or use of INFORMATION could cause infringement of third party rights or if such application or use could result in other damage. HELMHOLTZ MUNICH shall not be liable for damage caused by infringement of third party rights or other damage.

8. Term of the Agreement

This agreement as well as the obligation of confidentiality shall come in force at 05.05.2026 and is valid for five (5) years.

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9. Applicable Law

This confidentiality agreement shall exclusively be governed by the law of the Federal Republic of Germany under exclusion of any of its choice of law and venue principles. To the extent permitted by law, the exclusive venue for any and all disputes arising from or in connection with this agreement shall be Munich.

10. Formal Requirements

There shall be no supplementary agreements. Any alterations, modifications, amendments or supplements must be in writing and be signed by the undersigned parties. This shall also apply for a waiver of the written form requirement.

11. Severability Clause

Should any provision of this confidentiality agreement be or become invalid or should there be an omission in the agreement, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the parties by such valid provisions that are under the principle of good faith as close as possible to the parties´ intent.

12. Signatures

Participant confirms by ticking the box and clicking the button, that Participant understands the regulations of this Agreement, and that Participant is bound by the terms of this Agreement to the same extent as if Participant executed the original of this Agreement.

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