

The undersigned (the "Receiving Party"):

DAY HEALTH KFT.

Operating at the investigational site:

.....
.....
.....

related to the Clinical Study FF-20240806-Asthma Adolescents conducted with ClinChoice and /or its Affiliates ("ClinChoice")

ACKNOWLEDGES:

- a. That the term "Affiliate" means any ClinChoice entity which controls, is controlled by, or is under the common control of another ClinChoice entity. For the purposes of this definition, a ClinChoice entity shall be deemed to control another ClinChoice entity if it owns, directly or indirectly, of more than 50% of the voting interest in such ClinChoice entity and/or it has the power to direct the management of such business entity.
- b. That this Non-Disclosure Agreement concerns the disclosure by ClinChoice (the "Disclosing Party") to the Receiving Party of certain tangible or intangible information of a confidential or proprietary nature, including, without limitation, technical, financial, manufacturing, product development, commercial and proprietary information, know-how, patents and trade secrets, clinical trial designs, clinical investigator brochures, timelines, of any description, whether created or produced by ClinChoice or SPONSOR or any person on behalf of ClinChoice or the SPONSOR, that concerns or is related to the field of clinical trial testing services (herein collectively "Confidential Information"), in connection with discussions between the parties for the purpose of evaluating the suitability and feasibility of entering into a business or collaborative relationship.
- c. That ClinChoice and its representatives may have disclosed certain Confidential Information to the Receiving Party and its representatives prior to the date of this Non-Disclosure Agreement, and the ClinChoice and its representatives may continue to disclose Confidential Information to the Receiving Party and its representatives. Each disclosure, whether past, present or future, is subject to the terms and conditions of this Non-Disclosure Agreement;
- d. That ClinChoice may suffer irreparable harm in the event that the Receiving Party breaches any of its obligations hereunder and that monetary damages may be inadequate compensation to ClinChoice for such a breach. The Receiving Party accordingly agrees that, in the event of

a breach or threatened breach of any of the Receiving Party's obligations under this Non-Disclosure Agreement, ClinChoice will be entitled to seek injunctive relief and other equitable and legal remedies to prevent such breach or threatened violation of the terms of this Non-Disclosure Agreement by the Receiving Party and by all persons acting for, on behalf of or with the Receiving Party, without the necessity of posting any bond or other security. Such injunctive relief will be in addition to any other rights and remedies to which ClinChoice is or may be entitled to at law or in equity or otherwise under this Non-Disclosure Agreement.

And COMMITS HIMSELF/HERSELF

1. to maintain the information received strictly confidential and not to disclose its content wholly or in part, to any third party;
2. to strictly limit the disclosure of Confidential Information only to those of its employees, medical staff and/or collaborators, who have a specific need to know to evaluate the information and are bound to Receiving Party by obligations of confidentiality and restricted use that are at least as strict as those contained herein. The Receiving Party will not, and will not permit Receiving Party's employees, medical staff and/or collaborators, to:
 - a) copy, recreate or otherwise reproduce any Confidential Information in whole or in part, except as necessary to use such Confidential Information as expressly permitted by this Non-Disclosure Agreement.
 - b) use any Confidential Information for any purposes not expressly permitted by this Non-Disclosure Agreement.
3. not to use in any way the Confidential Information except for the purpose of evaluation as agreed upon with the SPONSOR and/or ClinChoice;

This obligation of non-disclosure and non-use shall not apply to any:

- a) Confidential Information that is in the public domain at the time of disclosure or thereafter becomes part of the public domain through no act or omission of the Receiving Party, or its employees, agents or representatives;
- b) in the lawful possession of the Receiving Party at the time of disclosure, as evidenced by written records in existence prior to such disclosure; or
- c) Confidential Information that is disclosed to the Receiving Party on a non-confidential basis by a third-party with the legal right to do so;
- d) Confidential Information required to be released by applicable law or regulation, provided that the Receiving Party gives reasonable notice to ClinChoice prior to making such release of Information and that the Receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose; or

- e) Confidential Information that is independently developed, as shown by written or other documentary records maintained contemporaneously with such development, by an agent or employee of the Receiving Party who has not had access to the Confidential Information.
- 4. Any Confidential Information disclosed under the terms of this Non-Disclosure Agreement, is not generally available to the public or in the public domain or the Receiving Party's possession, and it is not made so merely because it is embraced by more general information generally available to the public or in the public domain or in the Receiving Party's possession; or merely because individual items of the Confidential Information are generally available to the public or in the public domain or in Receiving Party's possession.

The Receiving Party shall have the obligation to demonstrate that information which would otherwise constitute Confidential Information is within the scope of exceptions described in letters a), b), c), d) and e) of this paragraph.

- 5. Disclosing Party and Receiving Party shall handle all personal data in accordance with the EU Directive 95/46/EC and, as of 25th May 2018, with the Regulation EU 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR"); Disclosing Party and Receiving Party shall also comply with any other applicable local laws or regulations which amend, update, replace or supersede any of the above mentioned (including the GDPR), together with all Regulatory Requirements in any jurisdiction relating to the processing or protection of personal data and privacy, including where applicable the guidance and codes of practice or conduct issued or approved by any relevant supervisory authorities from time to time (all together, hereinafter referred to as "Data Protection Law").
- 6. not to disclose any Confidential Information for a period of ten (10) years as from the Effective Date of this Non-Disclosure Agreement.;
- 7. that the proprietary information received by ClinChoice shall at all times remain the property of ClinChoice and/or the Sponsor.

Signed by:

Printed Name: DR BABAI HASZLÓ ISTVÁN

Title:

Signature:

Date: 2024. 10. 02.

