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## NON-DISCLOSURE AGREEMENT

Budapest,

11 August 2022

Duna Medical Center Kft. registration No. Cg01-09-191967 registered address at 1095 Budapest, Lechner Ödön fasor 5. (hereinafter – **Receiving party**), represented by directors Anita Gurney and Vitalii Volskiy acting on the basis of the articles of association, from one side,

and

Génlabor Kft., reg.No. 01-09-906271, registered address at: 1015 Budapest, Ostrom Street 16, Hungary (hereinafter – **Disclosing party**), represented by general manager Dr. Babai László from the other side,

**Receiving party** and the **disclosing party** jointly referred to as the Parties, but separately also as the Party, based on mutual interest and benefit conclude the following agreement (hereinafter – **Agreement**):

### 1. Definitions

1.1. **"Negotiations"** shall mean discussions and exchange of information between the Parties regarding the possible sale of Prima Medica health centers.

1.2. **"Confidential information"** shall mean any and all information of any kind or nature whatsoever, written or oral, including, without limitation, any business, marketing, technical, scientific or other information which is disclosed during the Negotiations and relates to the Company, as well as the existence of this Agreement and its provisions.

1.3. **"Partner"** shall mean any individual or entity which has entered into a written agreement (containing obligations of confidence substantially similar to those contained in this Agreement) with either Party to perform services, or assist with the Negotiations for or on behalf of that Party.

### 2. Disclosure and use restrictions

2.1. Any Confidential Information disclosed pursuant to this Agreement shall be retained in confidence by the receiving Party, disclosed only to employees and Partners of the receiving Party with a need to know, and used solely for the purposes of carrying out the Negotiations. The receiving Party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information.

### 3. Return of the Confidential Information

3.1. Upon written request from the disclosing Party, the receiving Party shall:

3.1.1. immediately return all Confidential Information and copies thereof; or

3.1.2. immediately destroy such Confidential Information and all copies thereof and certify their destruction to the disclosing Party.

3.2 The above clause 3.1 shall not apply to information that needs to be retained for internal archiving purposes and/or as a result of regulations that require retaining the Confidential Information under applicable mandatory law.

### 4. Exemptions

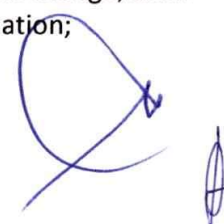
4.1. Restrictions on use and disclosure set forth in this Agreement shall not apply to the extent that the use or disclosure of Confidential Information:

4.1.1. was previously known by the receiving Party without violation of any obligations;

4.1.2. is lawfully in the public domain, other than through a breach of this Agreement;

4.1.3. was disclosed to the receiving Party by a third party without any restrictions on its use or disclosure, provided this third party is not, to the receiving Party's knowledge, itself in breach of any obligations of confidence with respect to such information;

4.1.4. is independently developed by the receiving Party; or



4.1.5. is compelled by mandatory law, administrative act or court judgement, provided the receiving Party gives the disclosing Party a prompt notice of any efforts to compel disclosure and reasonably co-operates with the disclosing Party's lawful attempts to prevent disclosure or to obtain a protective order.

## **5. Property rights**

5.1. The disclosing Party and its suppliers (as applicable) shall retain all rights to, title and interest in its Confidential Information. No license of any patent, copyright or any other right in respect of the Confidential Information is granted to the receiving Party under this Agreement by implication or otherwise except for the express rights granted herein.

## **6. Liability**

6.1. Unless the Parties agreed otherwise in writing, the disclosing Party hereby excludes all representations, warranties and conditions, express or implied, including any representations, warranties or conditions of accuracy, sufficiency, suitability or non-infringement. Unless the Parties agreed otherwise in writing, the disclosing Party shall have no liability whatsoever for any damages, losses or expenses incurred by the receiving party as a result of its receipt of information pursuant to this Agreement, whether arising in contract, tort or otherwise. The Parties acknowledge that the limitations described in this article and the allocation of risks and benefits under this Agreement are a fundamental part of this Agreement.

6.2. The Parties shall be liable to each other for the harm and factual direct damages (excluding among others lost profits, indirect damages) caused by the other Party's fault as a result of the breach of this Agreement.

## **7. Term**

7.1. This Agreement shall apply in respect of discussions and disclosures of Confidential Information related to the Negotiations for a period of three (3) years commencing on the date of signing this Agreement.

## **8. No business relationship**

8.1. This Agreement does not represent or imply any agreement or commitment to enter into any further business relationship, or to expend funds or other resources in the development of products or services.

8.2. No obligation or commitment relating to the Negotiations shall arise between the Parties, except as may be set forth in a written agreement duly executed by authorized representatives of each Party.

8.3. This Agreement does not create any agency or partnership relationship between the Parties or authorize a Party to use the other Party's name or trademarks.

8.4. Subject to the obligations envisaged in this Agreement, neither Party is precluded from pursuing independently any activities similar to or in competition with the Negotiations contemplated herein.

8.5. Unless the Parties agreed otherwise in writing, the Parties shall cover their own costs occurred as a result of performance of this Agreement, including respective taxes, if applicable, as well as the expenses for consultants, Partners. Such costs shall particularly include travel expenses, legal fees, expense for acquisition of information, expense for the protection of Confidential information.

## **9. Assignment**

9.1. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party.

## **10. Waiver**

10.1. The failure of a Party to enforce at any time or for any period of time but not longer than for 3 years from signing this Agreement any of the provisions of this Agreement shall not constitute a waiver of such provisions or the right of that Party to enforce each and every provision.



### 11. Entire Agreement

11.1. This Agreement constitutes the entire understanding and covenant between the Parties with respect to the Negotiations and supersedes all prior agreements, representations or communications of any kind. No amendment or modification of this Agreement shall be valid or binding unless it is in writing and signed by duly authorized representatives of each Party.

11.2. If any provision of this Agreement becomes invalid as a result of normative act, court judgment or administrative act, it shall not affect other provisions of the Agreement. In such occasion, the Parties shall substitute the invalid provisions with the provisions with equal financial purpose.

### 12. Applicable law and dispute resolution

12.1. This Agreement shall be governed by Hungarian law and ordinary Hungarian courts shall have exclusive jurisdiction regarding claims arising from this Agreement.

12.2. Any dispute, disagreement or claim arising out of or in connection with this Agreement, its violation, termination, or validity shall be settled through negotiations.

### 13. Copies

13.1. This Agreement is executed in the English language on three pages. All countersigned copies of this Agreement are valid and executable.

### 14. Signatures of the Parties

On behalf of Duna Medical Center Kft.

  
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Managing Directors  
Anita Gurney and Vitalii Volskyi

On behalf of the Company:

  
\_\_\_\_\_  
General Manager  
Dr. Babai László

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