

## Protecting Your Input

### 1. Definitions

**“The Discussions”**: The discussions held at Digital Catalyst on Friday 21 June at Crowne Plaza Hotel, Newcastle upon Tyne, relating to unmet need challenges (hereinafter referred to as “The Topic”).

**“The Disclosing Party”**: Any party present at The Discussions disclosing New Confidential Information, Existing Confidential Information, or Background Intellectual Property, to a Receiving Party at The Discussions.

**“The Receiving Party”**: Any party present at The Discussions receiving New Confidential Information, Existing Confidential Information, or Background Intellectual Property, from a Disclosing Party at The Discussions.

**“New Confidential Information”**: All identifiable know-how, experience, data and all other technical or commercial information relating to The Topic whether in human or machine-readable form and whether stored electronically or otherwise, which might reasonably be of interest to any of the Parties in connection with the development of, improvements to, and solving of unmet needs associated with, The Topic, and which is created by any of the Parties at The Discussions.

**“Existing Confidential Information”**: All identifiable know-how, experience, data and all other technical or commercial information relating to The Topic whether in human or machine readable form and whether stored electronically or otherwise, and which might reasonably be of interest to any of the Parties in connection with the development of, improvements to, and solving of unmet needs associated with, The Topic, which originates from any of the Parties, and which is in existence before the date of The Discussions.

### 2. The Scenario

- 2.1 It is the intention that, at The Discussions, all Parties will be inputting their expertise and guidance as part of discussions between the Parties, and it is further the intention that this is carried out in an open and safe environment for all Parties, whereupon the focus is on the generation of new ideas for improving healthcare, and the solving of unmet needs.
- 2.2 At least one of the Parties may own intellectual property associated with The Topic, which was developed before the date of The Discussions (“Background Intellectual Property”), and which is disclosed at The Discussions.
- 2.3 A consequence of The Discussions is the disclosure, by a Party to another Party, of New Confidential Information, Existing Confidential Information, or their own Background Intellectual Property, in relation to the development of, improvements to, and solving of unmet needs associated with, The Topic.

### 3. Confidentiality

- 3.1 New Confidential Information and Existing Confidential Information, disclosed by The Disclosing Party, shall be treated by The Receiving Party as confidential and shall not be disclosed to any other person or entity except those employees or other representatives of

The Receiving Party and its affiliates that have reason to receive the New Confidential Information and Existing Confidential Information, in connection with The Discussions.

- 3.2 The Receiving Party shall take appropriate precautions to ensure that employees and other representatives and its affiliates that have reason to receive the disclosed New Confidential Information and Existing Confidential Information, hold it in confidence.
- 3.3 The Receiving Party will not use the New Confidential Information or the Existing Confidential Information for any purpose other than in connection with The Discussions, unless it is subsequently agreed otherwise between the Parties.
- 3.4 The foregoing obligations of clauses 3.1 through 3.3 shall not apply to New Confidential Information or Existing Confidential Information which:
  - 3.4.1 prior to the receipt thereof from The Disclosing Party was in the possession of The Receiving Party and at its free disposal;
  - 3.4.2 is subsequently disclosed to The Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from The Disclosing Party;
  - 3.4.3 is or becomes generally available to the public through no act or default of The Receiving Party or their agents or employees.

#### **4. Intellectual Property Ownership**

- 4.1 The Disclosing Party reserves any and all intellectual property rights in its New Confidential Information disclosed at The Discussions ("The Discussions IP") and no licence or assignment of The Discussions IP is granted or implied from either this Agreement or The Discussions, whether directly or indirectly under any patent invention discovery copyright or any other intellectual property or otherwise.
- 4.2 Ownership of the Background Intellectual Property in accordance with clause 2.2 above is not transferred as part of this Agreement.
- 4.3 It is to be understood that The Discussions IP may be subsequently licensed, assigned, or commercialised, after The Discussions, under a separate agreement.

#### **3. Duration**

The terms of the obligations of confidentiality set forth above shall continue for a period of three years following The Discussions.