

Non-Disclosure Agreement

between	Helvoet Rubber & Plastic Technologies B.V. which has its seat in Tilburg, the Netherlands, registered at the Chamber of Commerce under number 33289134	and	The State of the Netherlands, which has its seat in The Hague, the Netherlands, represented by the Minister of Medical Care
	hereinafter referred to as " Helvoet "		hereinafter referred to as " the Ministry "

each of referred to individually as a "**Party**" and together as the "**Parties**"

whereas:

- Parties have recognized urgent needs of MagNA Pure 96 Processing Cartridges for the Magna Pure Test machines (the Cartridges) related to the current pandemic resulting from COVID-19;
- in an effort to address shortages and delays in diagnostic testing caused by the COVID-19 pandemic related to the manufacturing of MagNA Pure 96 Processing Cartridge of Roche, Roche has disclosed confidential and intellectual property information to the Ministry about the production of these Cartridges and has granted to the Ministry a non-exclusive license to make and have made, use, sell offer for sale and import these Cartridges for a limited time;
- the Ministry has entered into an agreement with Helvoet about the production of the Cartridges in order to address the shortages caused by the COVID-19 pandemic and has therefore disclosed and will disclose to Helvoet Confidential Information (as defined below);

hereby agree as follows:

1. Definitions

Agreement : the agreement of September, 11, 2020 between Helvoet and the Ministry with the enclosures and addenda belonging thereto.

Affiliate: an organization, which

- (a) directly or indirectly controls a party referred to in this agreement;
- (b) directly or indirectly controlled by a party referred to in this agreement;
- (c) is controlled, directly or indirectly, by the ultimate parent company of a party referred to in this agreement.

Control as per (a) to (c) is defined as owning more than fifty percent of the voting stock of a company or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization.

Cartridges : the MagNA Pure 96 Processing Cartridge for the Roche MagNa Pure 96 machine used for testing and/or diagnosing infection with the Covid-91 virus .

Confidential Information: any non-public, confidential or proprietary information owned by Roche or its Affiliates, either of business or technical nature, either in written or orally disclosed by Roche to the Ministry and by or on behalf of the Ministry to Helvoet. Confidential Information includes, without limitation, information about Roche and/or its Affiliate's systems, Intellectual Property owned by Roche or its Affiliates, the existence and terms of this Agreement and the agreement between Helvoet and the Ministry, any negotiations related thereto, as well as specifications, drawings, production process, system functionality, processes, designs, methods, formulas, patents, inventions, and materials and unpublished information, whether in writing, orally or in any form, and whether or not labeled "Confidential".

COVID-19: the coronavirus causing a mild to severe respiratory illness that was first identified in Wuhan, China in December 2019 and which the World Health Organization declared to be a pandemic on March 11, 2020.

Effective Date : April 1, 2020.

Roche: F. Hoffmann-La Roche Ltd based in Switzerland and its Affiliates

Territory : the member states of the European Union, excluding overseas territories.

Article 2 Confidentiality and non-disclosure

- 2.1 Helvoet shall at all times strictly protect Confidential Information, keep confidential and not use or disclose the Confidential Information without the prior written consent of Roche and the Ministry, except for the purpose as mentioned in this agreement or in the Agreement between the Ministry and Helvoet.
- 2.2 Helvoet may only use the Confidential Information for the production of the Cartridges as agreed in the Agreement between the Ministry and Helvoet. Helvoet may only disclose Confidential Information to its employees, agents, consultants, vendors, distributors, partners or Affiliates who have a need to know the Confidential Information for the purposes of the production of the Cartridges under the condition that these persons are made aware of the confidentiality of the Confidential Information and that they are subject to provisions at least as restrictive as in this agreement.
- 2.4 The foregoing obligations of confidentiality shall not apply to any information which Helvoet can establish by competent written evidence:
- a. was in Helvoet's rightful possession prior to acquisition from the Ministry or Roche ;
 - b. is independently developed by Helvoet in the course of work by employees of Helvoet who have not had access to the Confidential Information;
 - c. is generally lawfully available to the public or which becomes generally available to the public through sources other than action or inaction of Helvoet or the Ministry.
 - d. is approved for release by written authorization of Roche and the Ministry.

3. No transfer of ownership or other rights

- 3.1 Helvoet acknowledges that nothing in this agreement shall cause any transfer of ownership of Confidential Information. No right or license under any patent application, patent or other proprietary right is granted hereunder by implication or otherwise. This agreement imposes no obligation on either party to purchase, sell, license, transfer, or otherwise dispose of any technology, services or products and, in general, to reach any agreement.
- 3.2 Helvoet acknowledges that Roche owns all right, title and interest related to the Cartridges. Nothing in this Agreement shall be construed to confer, transfer, or assign to Helvoet or its Affiliates, by implication or otherwise, any right, title or interest to any technology or intellectual property rights throughout the world, including without limitation, licensed Intellectual property, patents, patent applications, utility models, industrial designs, know-how, trade secrets and copyrights, owned or controlled by Roche or its Affiliates.
- 3.2 Helvoet acknowledges that Roche and its Affiliates are free to make, use, sell, offer for sale, import and otherwise exploit its intellectual property rights relating to the Cartridges, patents, patent applications, utility models, industrial designs, know-how, trade secrets and copyrights at its sole discretion with no obligation to Parties.
- 3.3 Helvoet shall not use the Confidential Information without prior written consent of the Ministry to apply for any intellectual property rights based upon or containing the disclosed Confidential Information and/or use Confidential Information in any way that would create a right of use for Helvoet in accordance with the applicable patent acts or in accordance with comparable laws or regulations in other jurisdictions.

4. No Warranty

This Agreement does not contain any representation or warranty as to the completeness or accuracy of Confidential Information and neither party has any such liability to the other party unless a representation or warranty to this effect is expressly made in a separate written agreement.

5. Survival

The obligations under this Agreement will survive the ending of the Agreement between Helvoet and the Ministry for such time as the Confidential Information is publicly known and made generally available through no action or inaction of the Recipient.

6. Return of Confidential Information

At any time Helvoet will, upon request by the Ministry, return or destroy all Confidential Information received from or on behalf of the Ministry, except for one copy of each item of Confidential Information that Helvoet – provided adherence to the terms stated in this Agreement – may retain for compliance monitoring only.

7. Amendment and Assignment

This Agreement may not be changed or modified except in writing signed by both parties. Neither party may assign this Agreement without written consent of the other party.

8. Applicable Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of the Netherlands, excluding conflict of laws principles. All disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the ordinary courts in The Hague, the Netherlands, to exclusion of any other courts.

Aldus overeengekomen en getekend,

Voor en namens Helvoet

5.1.2e

Datum: 23-10-2020

5.1.2e

Datum: 12-10-2020

Voor en namens de Staat der Nederlanden, de minister van Volksgezondheid, Welzijn en Sport

5.1.2e

Naam: 5.1.2e

Functie: 5.1.2e

Datum: 5 november 2020