

Terms on Trade Secret Sharing (Third Party)

These Terms on Trade Secrets (the "**Trade Secret Terms**") apply to sharing of Trade Secret Data with the Designated Third Party (as defined below) by Everllence SE, Stadtbachstraße 1, 86153 Augsburg, Germany, company registration number HRB22056 or Everllence Denmark, branch of Everllence SE, company registration number 31 61 17 92, Tegllholmegade 41, 2450 Copenhagen SV, Denmark as the case may be, or any Affiliate (as defined below) to said entities ("**Everllence**") upon specific request (the "**Request**") from a User (as defined below).

"Affiliate" means any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with Everllence or the Designated Third Party, as applicable, where "control" means the ownership or power to vote more than fifty percent (50%) of the outstanding voting securities or other ownership interests of the entity, or the ability to otherwise direct the management and policies of the entity through ownership, by contract, or otherwise.

"Data" means data in scope of the Data Act held by Everllence originating from the User's use of the Product and to be shared with the Designated Third Party upon a Request from the User.

"Data Act" means Regulation (EU) 2023/2854 of 13 December 2023 on harmonised rules on fair access to and use of data, as further amended and supplemented from time to time.

"Designated Third Party" means the natural person or legal entity and/or its Affiliates designated by the User as a recipient of Data in accordance with the Request, and which, as required under Article 5 of the Data Act, must be established within the European Union.

"Product" means the product identified in a Request which is designed and/or manufactured by Everllence and purchased by the User, and which generates data by its use.

"User" means the person or legal entity that has entered into an End-User License Agreement with Everllence governing the Product from which the Data originates.

"Third Party Conditions" means the Conditions entered into between the Designated Third Party and Everllence governing Everllence sharing of Data with the Designated Third Party.

"Trade Secret" shall, for the purpose of this Annex, have the meaning set out in Article 2(1) of Directive (EU) 2016/943 and shall include information that constitutes a trade secret whether such information is contained in a single Data element or arises from the aggregation, combination, correlation or contextualisation of multiple Data elements, as interpreted and applied at Everllence's sole discretion.

"Trade Secret Data" shall, for the purpose of this Annex, mean any Data which, individually or in aggregate, contains, reveals, enables the inference of, or otherwise gives access to Trade Secrets, as interpreted and applied at Everllence's sole discretion.

1 The Designated Third Party's processing right

- 1.1 The Designated Third Party's processing of Trade Secret Data is subject to the conditions set out herein, the Third Party Conditions where applicable and to applicable European Union and national law.
- 1.2 Approval of the Request and any sharing of Trade Secret Data is expressly conditioned upon

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- a. Everllence's acceptance of the purpose for which Data will be shared with the Designated Third Party as set out in the Request,
 - b. Everllence prior approval of the Designated Third Party's implementation of the measures set out in clause 3.1,
 - c. and payment of any applicable Compensation set out in section 5 (Compensation) of the Third Party Conditions and 1.4.3 Annex 3 Compensation.
- 1.3 Everllence shall have the right to withhold the Trade Secret Data if the Data contains technology or technical data that is subject to any national or international (re-) export control restrictions, such as but not limited to the EU Dual-Use Regulation (EU) 2021/821 or the US Export Administration Regulations (EAR, 15 CFR 730-774) if disclosing to the Designated Third Party and/or User would cause a violation of these export control restrictions.

2 Limitation of use

- 2.1 The Designated Third Party's rights to use Trade Secret Data are strictly limited to the extent that such disclosure is (i) strictly necessary to fulfil the purpose agreed between the User and the Designated Third Party and (ii) such purpose and assessment are approved by Everllence.
- 2.2 Without limiting the generality of the foregoing, the Designated Third Party expressly undertakes not to, and shall procure that its Affiliates, employees, agents and subcontractors **do not**:
 - a. share, transfer, disclose or otherwise make available Trade Secret Data to any third party without Everllence's express prior written consent; or
 - b. use the Trade Secret Data to directly or indirectly develop any product, service or component that competes with the Product or any other product or service of Everllence.

3 Security and Privacy

- 3.1 For the avoidance of doubt, the technical and organisational security measures applicable under the Third Party Conditions, including the measures set out in Annex 1 (Technical and Organisational Security Measures) to the Third Party Conditions, shall apply mutatis mutandis to Trade Secret Data.
- 3.2 In addition to the security measures applicable under the Third Party Conditions, the Designated Third Party shall implement appropriate additional technical and organisational measures to protect Trade Secret Data, taking into account its confidential nature, including, as a minimum:
 - a. restricting access to Trade Secret Data to personnel on a strict need-to-know basis, limited to those employees or representatives who require access;
 - b. implementing role-based access controls and maintaining appropriate access logs and audit trails documenting access to Trade Secret Data;
 - c. ensuring encryption of Trade Secret Data both in transit and at rest, using best-in-class, state-of-the-art encryption methods;

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- d. prohibiting the storage, processing or transfer of Trade Secret Data in shared, public or non-approved cloud environments, unless expressly approved in writing by Everllence;
 - e. implementing internal policies and procedures designed to prevent unauthorised copying, extraction, aggregation or derivation of Trade Secret Data.
- 3.3 Everllence may request information and documentation demonstrating the Designated Third Party's compliance with this Section 3.

4 Revocation of rights

- 4.1 The User may revoke the Designated Third Party's access to Trade Secret Data at any time.
- 4.2 Without prejudice to any other rights or remedies available to Everllence under the Third Party Conditions or applicable law, Everllence may immediately revoke or suspend the Designated Third Party's access to Trade Secret Data, in whole or in part, if:
 - a. the Designated Third Party is in breach of, or Everllence reasonably determines that the Designated Third Party is likely to breach, any obligation under these Trade Secret Terms or the Third Party Conditions relating to the protection, confidentiality or permitted use of Trade Secret Data; or
 - b. Everllence reasonably determines that the Designated Third Party's continued access to Trade Secret Data poses a risk to the confidentiality, integrity or protection of Trade Secret Data, including where such risk arises from the Designated Third Party's technical or organisational security measures, internal controls, or intended use of the Trade Secret Data.
- 4.3 Upon any revocation or suspension of access to Trade Secret Data, or upon instruction from Everllence, the Designated Third Party shall immediately cease all access to and use of the Trade Secret Data and, upon request, promptly delete or return Trade Secret Data in accordance with Everllence's instructions, unless continued retention is required by applicable law.

5 Additional Compensation

- 5.1 The Designated Third Party shall, in addition to any compensation payable under the Third Party Conditions in respect of (non-trade secret) Data, compensate Everllence for making Trade Secret Data available under these Trade Secret Terms (the "**Additional Compensation**"). The Additional Compensation shall be determined by Everllence in accordance with the Data Act and on FRAND terms (fair, reasonable and non-discriminatory).
- 5.2 Everllence may structure the Additional Compensation to cover (i) the direct, incremental costs associated with making Trade Secret Data available to the specific Designated Third Party, and (ii) a proportionate share of any relevant investment, development, operational or infrastructure costs incurred in enabling third-party access to Trade Secret Data. Everllence shall provide information explaining the basis for the calculation of the Additional Compensation in accordance with Article 9(7) of the Data Act.

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- 5.3 The provisions governing payment, invoicing, advance payment, taxes and adjustment of Compensation set out in Sections 5.2 and 5.3 of the Third Party Conditions shall apply mutatis mutandis to the Additional Compensation under these Trade Secret Terms.

6 Confidentiality Obligations

- 6.1 Without prejudice to the confidentiality obligations set out in the Third Party Conditions, the Designated Third Party acknowledges that Trade Secret Data constitutes highly confidential information and undertakes to protect such Trade Secret Data with a level of care that meets or exceeds best-in-class, state-of-the-art standards, irrespective of the Designated Third Party's internal security or confidentiality practices.
- 6.2 The confidentiality obligations relating to Trade Secret Data shall survive for as long as the relevant information qualifies as a trade secret under applicable law.

7 Liability and Remedies

- 7.1 Without prejudice to Section 7 (Liability and Remedies) of the Third Party Conditions, any breach of these Trade Secret Terms, including any unauthorised access to, use of or disclosure of Trade Secret Data, shall constitute a material breach of the Third Party Conditions and may cause irreparable harm to Everllence for which monetary damages may be an insufficient remedy.
- 7.2 Accordingly, Everllence shall be entitled to seek injunctive relief, specific performance and any other remedies available under the Third Party Conditions or applicable law, without prejudice to any penalties, indemnification obligations or claims for damages.
- 7.3 On request, the Designated Third Party shall be able to document that any access to, use of or disclosure of Trade Secret Data has been made in compliance with these Trade Secret Terms and the Third Party Conditions.