

CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS AGREEMENT COMPUTATIONAL BIOLOGY TRAINING IN HEMATOLOGY (CBTH)

The undersigned:

1. The non-profit organization **European Hematology Association (“EHA”)**, having its registered office and its principal place of business in the Hague, The Netherlands at Koninginnegracht 12b, legally represented in this matter by: Ignacio Quiles Lara, Managing Director;

hereinafter referred to as “**EHA**”.

And

2. [Title].....[name]....., born on [date].....
..... and residing in [city]at [address].....
....., hereinafter referred to as the “**Participant**.”

EHA and the PARTICIPANT are hereinafter jointly referred to as “**Parties**” and each individually as “**Party**”.

Whereas:

- A. Computational Biology Training in Hematology (‘CBTH’) offers early-career researchers in the field of hematology with interest in computational biology (‘**trainees**’), a unique training and mentoring experience from April 2025-October 2025, hereinafter referred to as the “**Course**”.
- B. Participants in CBTH are defined as faculty, trainees, observers, EHA Office staff and any other person involved in or exposed to the content shared and/or discussed within the context of the Course.

In consideration of the mutual promises and obligations set forth herein, the value and sufficiency of which is acknowledged, do hereby agree as follow:

1. Terms of the Agreement

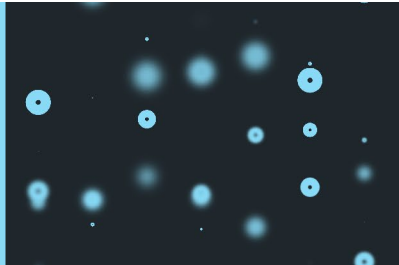
The Agreement – which is entered into for the duration of the Course – commences on April 2025 and ends by operation of law as soon as the Course is completed, though no later than in October 2025 without prior notice being required. As set forth below, the provisions of Sections 2 and 3 shall survive the termination of this Agreement.

2. Intellectual property rights

- 2.1. The Parties to this Agreement acknowledge that each Party owns, and shall continue to retain, the rights, title, and interest in the intellectual property rights that it owned prior to the Course.



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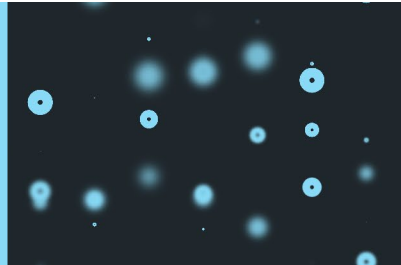
- 2.2. The Participant does not acquire by virtue of this Agreement, participation in the Course, or otherwise, any right, title, or interest whatsoever, either in the Netherlands or abroad, in or to any of the Parties' or other Participants' intellectual property rights or claims arising therefrom, including but not limited to rights such as patents, know how, trademarks, designs and/or copyrights. Absent prior written consent of the relevant rights holder, the Participant shall not use any such rights of any Party or other Participant in any way, including but not limited to using any of the copyrighted works and/or other products, documents, inventions, brands or designs of whatever form or nature as may be disclosed and/or created and/or shared by the Parties or other Participants during the Course for any purpose whatsoever, other than participation in and completion of the Course.
- 2.3. In consequence of the foregoing the Participant is inter alia prohibited from disseminating and/or copying any works protected by intellectual property rights referred to above and/or from using the same for promotional purposes, whether for his/her own benefit or for that of others, including but not limited to EHA.
- 2.4. The Participant shall give EHA prompt notice on discovery of any potential or threatened infringement of the intellectual property rights of the Parties or other Participants during or in connection with the Course.
- 2.5. The Participant warrants that: (a) none of the materials and/or information that Participant provides for the purpose of the course infringes upon any third party right, including but not limited to third party intellectual property rights; and (b) Participant has obtained authorization from the relevant rights holder to use any materials and/or disclose any information that Participant provides for the purpose of the Course.

3. Confidentiality, documents, and disclosure

- 3.1. For purposes of this Agreement, "Confidential Information" shall mean: (a) any non-public information disclosed by any Party or other Participant ("Discloser") during or in connection with the Course that the Discloser in good faith identifies as "confidential" in order to protect its proprietary information or intellectual property, or that of its employer or other organization with which the Discloser is affiliated; and (b) any other non-public information, whether or not marked as "confidential," including but not limited to particulars pertaining or relating to the other Parties or other Participants, their contacts, (medical) information or other relevant information of EHA and/or the other Participants, which the Participant obtained through or in the context of the Course and/or this Agreement, and which the Participant knows, or should within reason understand, to be



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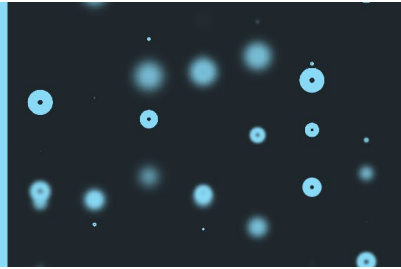


of a confidential nature, given the nature of materials and information expressly designated “confidential.”

- 3.2. Both during the term of this Agreement and continuing after its termination until such time as the Confidential Information becomes publicly available through lawful means and is no longer confidential, Participant shall refrain from directly or indirectly disclosing Confidential Information in any form or manner whatsoever to: (a) any (third) parties for any purpose; and (b) any of the other Participants and/or EHA for any purpose other than participation in and completion of the Course.
- 3.3. The Participant agrees to treat Confidential Information belonging to any other Party or Participant with the same level of care that Participant affords to its own Confidential Information, and to undertake all reasonable measures to ensure that the Confidential Information is treated confidentially and is not disclosed in violation of this Agreement.
- 3.4. The Participant shall not – alone or with or through others – remove, dispatch, transmit or allow any third parties to inspect, use or otherwise have access to any property belonging to the other Participants and/or to the EHA, including but not limited to any notes, drawings, letters, formulas, other documents and/or any copies thereof, tools, designs, products manufactured or (copies of) computer files or other data carriers, unless EHA, and/or (the specific) Participants have given prior written consent.
- 3.5. Upon request, though no later than on the day on which the Agreement ends, the Participant will either: (a) return any materials and information that belong to other Participants and/or to the EHA (such as, but not limited to, any disclosures in any form, notes, drawings, letters, recipes, other documents and/or copies thereof, tools, models, completed products, (copies of) computer files or other data carriers that he/she gains possession of during the term of this Agreement) to such other Participants and/or EHA in good condition; or (b) destroy all copies of such materials and information and certify to the relevant Participants and/or EHA that such materials and information have been destroyed.
- 3.6. The Participant agrees that the EHA are not responsible for the Participant’s decision to disclose any Confidential Information during or in connection with the Course, and EHA shall be held harmless in the event that any Course Participant misuses any Confidential Information that Participant elects to disclose during the Course.
- 3.7. At the start date of this Agreement, the Participant shall truthfully complete the EHA Disclosures.



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4. Use of social media

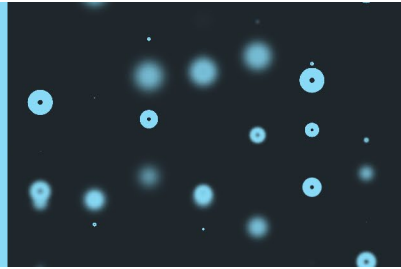
- 4.1. Provided that the Participant complies at all times with the obligations arising from this Agreement, including but not limited to those referred to in Article 2 and Article 3 of this Agreement, the Participant is allowed to use social media, such as, Facebook, Twitter/X, LinkedIn, Instagram, and blogs in relation to the course, to a reasonable extent in the course of his duties under this Agreement.
- 4.2. In doing so, the Participant shall - at all times - act responsibly and ethically and shall not harm EHA's and/or other Participants' interests in any way whatsoever.
- 4.3. In particular but not only limited to the following, the Participant is prohibited from publishing, disclosing, using, or referring to:
 - Any Confidential Information or information that would infringe upon the intellectual property rights of any Party, other Participants or any third party;
 - Any (personal) information regarding EHA and/or other Participants;
 - Any false, misleading, or unsubstantiated comments regarding EHA and/or other Participants.

5. Liability

- 5.1. EHA will not be liable for any damages caused by any Participant in the course of or in connection with program.
- 5.2. If any other Participant and/or any third party/parties attempts to hold EHA liable for any damage/loss caused by the Participant in the course of, or in connection with, the Course, the Participant will indemnify and hold harmless EHA in full for any compensation, costs and interest that EHA owes or should come to owe in respect thereof, including but not limited to reasonable attorney fees and costs, and EHA will be entitled to implead the Participant in respect thereof.
- 5.3. If EHA suffers any loss caused by (acts or omissions of) the Participant in the course of, or in connection with, the Course, the Participant will compensate EHA for this loss in full.
- 5.4. The Participant understands that, in addition to potential civil and criminal penalties for misuse, misappropriation or unauthorized disclosure of Confidential Information and/or intellectual property belonging to another Party or other Participant, violation of the provisions of this Agreement regarding intellectual property rights and confidentiality could result in: (a) dismissal from the Course; (b) disclosure of the circumstances of such violation to appropriate authorities, including but not limited to Participant's employer; and (c) action by either or both of the EHA to enjoin



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any unauthorized disclosure or further breach and/or for any damages resulting from unauthorized disclosure or breach.

6. Final provisions

- 6.1. Any changes, amendments, or additions to the Agreement, whether or not resulting from general terms and conditions being declared applicable, as well as any waiver of rights, will only be legally valid and binding if these have been laid down in a written agreement signed by the Parties and specifically reciting that it is amending this Agreement.
- 6.2. If the Agreement contains a void stipulation, this will not result in the other stipulations of this Agreement being void. The void stipulation will be replaced by a legally valid stipulation that approaches the Parties' intention with the void stipulation as closely as possible.
- 6.3. This Agreement is governed by Dutch law.
- 6.4. This Agreement constitutes the faithful representation of all agreements made between the Parties and supersedes any and all previous understandings and commitments agreed between the Participant and EHA.

in The Hague

in [place]

Ignacio Quiles Lara

European Hematology Association
EHA Managing Director

Participant

Name:

Date: 2024/10/24

Date: