Contract File ID Nr: [ ]

NON-DISCLOSURE AND RESTRICTED USE AGREEMENT

- "Agreement" -

by and between

Siemens Healthcare GmbH Siemens Healthcare GmbH, Advanced Therapies, Siemensstr. 1, 91301 Forchheim, Germany

and

DIVA Laboratories, Ltd. , : 9F., No.351, Sec. 2, Zhongshan Road, Zhonghe District , New Taipei City 235602, Taiwan R.O.C.

- hereinafter referred to as "Party" or "Parties" respectively -

The Parties intend to engage in discussions concerning Displays used in medical technolgy ("Purpose"). In the course of such activities the Parties will disclose to each other proprietary information for the Purpose, which information the Parties regard as confidential.

Article 1 - Definitions

1.1. "Affiliate" shall mean a corporation or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with one of the Parties, but such corporation or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition "control" of a corporation or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation or other entity.

1.2. "Authorized Third Parties" are Affiliates of the respective Party and consultants or advisors advising the respective Party and/or its Affiliate(s).

1.3. "Confidential Information" shall mean any information, data and physical material, regardless of form disclosed by one Party and/or its Authorized Third Parties to the other Party and/or its Authorized Third Parties, in connection with the Purpose, which is marked "Confidential" or similarly marked by the disclosing Party or which is to be treated as confidential according to its content and/or the circumstances of its disclosure. Confidential Information also includes any information about the Parties' discussions regarding the Purpose, including the fact that discussions are taking place as well as any secrets of third parties e.g. non-anonymized patient information disclosed under this Agreement.

1.4. "Recipient" shall mean the respective recipient of Confidential Information.

Article 2 - Confidentiality, restricted use

The receiving Party shall

(i) use all Confidential Information of the disclosing Party and its Authorized Third Parties exclusively for the Purpose;

(ii) shall keep Confidential Information of the disclosing Party and its Authorized Third Parties confidential with the same degree of care as it uses to protect its own equally important confidential information to avoid disclosure to any third party, but at least with reasonable care; and

(iii) only allow such Authorized Third Parties to directly participate in discussions with the disclosing Party and shall not distribute or disclose any Confidential Information of the disclosing Party to anyone except to its employees and/or to its Authorized Third Parties who each reasonably need to know such Confidential Information for the Purpose, and who are each bound to confidentiality in writing (including by employment agreements) to an extent not less stringent than the obligations imposed under this Agreement.

Article 3 - Exceptions

3.1 The obligations under Article 2 shall not apply to any Confidential Information which:

(i) was known to the Recipient without an obligation to confidentiality prior to receipt from the disclosing Party;

(ii) is at the time of disclosure already in the public domain or subsequently becomes available to the public through no breach of this Agreement by the Recipient;

(iii) the Recipient obtained lawfully from a third party without any confidentiality obligation, provided such third party is not, to the Recipient´s knowledge, in breach of any confidentiality obligation relating to such information;

(iv) the Recipient has developed independently from any Confidential Information; or

(v) is approved for release by written agreement of the disclosing Party or its Authorized Third Parties.

The Party seeking the benefit of such exception shall bear the burden of proving its existence.

3.2 The Recipient may disclose Confidential Information if required to do so by any ruling of a governmental or regulatory authority, a court order, or by mandatory law, provided that, if not prohibited by law, written notice of such ruling or order is given without undue delay to the disclosing Party or its Authorized Third Parties by the Recipient so as to give them an opportunity to intervene, and provided further that the Recipient uses reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially. Confidential Information disclosed pursuant to such mandatory law, ruling or court order should be marked "Confidential".

Article 4 - No license, warranty, liability

4.1 This Agreement does not grant any licenses or other intellectual property rights, nor does it constitute any obligation of the disclosing Party to grant such rights. Confidential Information remains the property of the disclosing Party or its Authorized Third Parties. The Recipient is not entitled to file for patents or other statutory protection in any country based on or using any Confidential

Information received hereunder. The disclosure of Confidential Information does not constitute any right of prior use for the Recipient.

4.2 All information is made available “as is” and no warranties are given or liabilities of any kind are assumed with respect to the information disclosed.

4.3 Each Party shall be liable for acts or omissions by its Authorized Third Parties, as if such acts or omissions had been such Party’s own acts or omissions, where such acts or omissions result in unauthorized distribution, use and/or disclosure of such Confidential Information.

Article 5 - Termination, survival period, return

5.1 This Agreement shall come into force upon signing by both Parties with effect as of 9th of October 2023 and shall expire one (1) year thereafter. It may be prematurely terminated with thirty (30) days' prior written notice. Each Party’s confidentiality obligations which accrued under this Agreement prior to termination or expiration of this Agreement shall continue for a period of five (5) years following termination or expiration of this Agreement (survival period).

5.2 The Party or the Authorized Third Party disclosing Confidential Information may request in writing from the Recipient that the Recipient, at its discretion, within 30 days either returns or destroys all Confidential Information in its possession. This provision shall not apply to copies of Confidential Information made as a matter of routine back-up which must be stored by the Recipient under mandatory law, provided that such copies shall be subject to an indefinite confidentiality obligation according to the terms set forth herein until deleted. Upon request the Recipient shall confirm in writing that it has fulfilled its obligations under this Article 5.2.

Article 6 - Dispute resolution, governing law, miscellaneous

6.1 All disputes arising out of or in connection with this Agreement, including any question regarding the termination or any subsequent amendment of the Agreement, shall be finally settled in accordance with the Rules of the German Institution of Arbitration (DIS). The seat of arbitration shall be Munich, Germany. The language to be used in the arbitration proceeding shall be English. If the value of the total matter in dispute, including the value of any counterclaims, is less than € 1 million, the Rules for Expedited Proceedings (Annex 4 DIS Rules) shall apply additionally and the arbitral tribunal shall consist of one arbitrator. In cases not subject to the Rules for Expedited Proceedings, the arbitral tribunal shall consist of three arbitrators. Any order for the production or disclosure of documents shall be limited to the documents on which each Party specifically relies in its submission(s). Upon request of a Party, the arbitral tribunal shall order any claiming or counterclaiming Party to provide security for the legal and other costs of any other Party related to that claim or counterclaim, by way of bank guarantee or in any other manner and upon such terms as the arbitral tribunal considers appropriate. Nothing in this section shall limit the right of the Parties to seek relief intended to preserve the status quo or interim measures in any court of competent jurisdiction or arbitral tribunal. This Agreement shall be subject to German law excluding the principles of conflicts of laws.

6.2 Neither this Agreement nor any rights or obligations under this Agreement may be assigned, otherwise transferred or extended in whole or in part by either Party without the prior written consent of the other Party.

6.3 This Agreement, any termination notices or changes to this Agreement (including any waiver of these form requirements) or other notices, which according to this Agreement shall be made in writing, must be executed either in writing or by electronic signature, using a software tool for electronic signatures. Transmission of a scan of an original signed with handwritten signature by means of telecommunication, also without using an electronic signature, shall be deemed to be "in writing".

6.4 For all Confidential Information (i) the Parties shall comply with all applicable export control, customs and foreign trade regulations of the respective country(ies) and, if applicable, of the United States of America and, (ii) the disclosing Party shall obtain any necessary export license and advise the Recipients in writing as early as possible, but not later than the date of disclosure of Confidential Information of any information and data needed by the Recipients to comply with all applicable Foreign Trade Regulations, e.g. the export control list number or the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN). The Parties shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

DIVA Laboratories, Ltd.	Siemens Healthcare GmbH	
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	i.V. Kraft *Electronically signed by: Martin Kraft Reason: Document Execution Date: Oct 17, 2023 07:43 GMT+2*	*Electronically signed by: Daniel Maus-Rademacher Reason: Document Execution Date: Oct 17, 2023 08:23 GMT+2*
Signature	Signature	Signature