

ApiJect Trade Secrets Policy (External)
(V. 1.2; Updated May 2024)

This ApiJect Strictly Confidential Information and Trade Secrets Policy (together with Appendix A hereof, “Policy”) is being provided by ApiJect Systems, Corp., a Delaware corporation with a business address of 2 High Ridge Park, Stamford, CT 06905 (“ApiJect”), to you as a development and/or manufacturing vendor, partner, customer or licensee (“LICENSEE”). ApiJect and LICENSEE are currently engaged in, or in the process of entering into, a business relationship, in connection with which relationship ApiJect and LICENSEE may have entered into prior agreements, such as a Confidentiality Agreement, a Master Services Agreement, a Master Development Agreement and/or a Material Transfer Agreement (collectively, “Existing Agreements”). Various capitalized terms utilized in this Policy are defined in the Existing Agreements and are incorporated by reference herein and the meanings of all terms defined therein shall be the same for purposes of this Policy, unless expressly indicated otherwise herein. ApiJect and LICENSEE agree that this Policy, and the protocols, policies and guidelines set forth herein, supplements the confidentiality provisions of the Existing Agreements and may be enforced under the terms of the Existing Agreements.

Pursuant to the above-referenced business relationship, ApiJect will be, or has been, sharing with LICENSEE ApiJect Strictly Confidential Information (as defined herein) in order to further its business interests, such as to implement, develop, install, operationalize, test, manufacture, commercialize and/or optimize (collectively, “develop”) the design, manufacturing, use, stability, quality, desirability, feasibility and/or effectiveness of various ApiJect products, equipment and processes, including various aspects of: (A) BFS manufacturing and related processes and equipment configurations (i) specific and unique to ApiJect Designed Vials, and/or (ii) designed or modified to produce medical devices, as needed or recommended to address the quality and/or performance requirements or objectives stemming from application of BFS for production of medical devices at scale; and (B) specifications, designs, performance criteria and/or manufacturing parameters developed to produce ApiJect-designed BFS vials, needle hubs and other components or accessories for use with the ApiJect platform or modular injection systems (any and all of (A) and (B) being referred to herein collectively as “ApiJect Developments”).

This Policy sets forth various protocols, policies and guidelines that specify how ApiJect Strictly Confidential Information is to be protected by LICENSEE in order for LICENSEE to comply with its obligations under the Existing Agreements pertaining to such information. Nothing in this Policy is intended to remove, replace, reduce or minimize any obligations or restrictions that LICENSEE may be subject to under the Existing Agreements. Additionally, to the extent that a Confidentiality Agreement or another of the Existing Agreements comprises a limited term, LICENSEE hereby agrees that by signing this Policy, LICENSEE is agreeing to maintain (i) all trade secrets included in ApiJect Strictly Confidential Information that is disclosed, or has been disclosed, to LICENSEE, as trade secrets for so long as the foregoing remain trade secret under relevant U.S. laws, and (ii) all ApiJect Strictly Confidential Information in accordance with this Policy for so long as the information is not within an Exception as set forth herein.

ApiJect Strictly Confidential Information

“ApiJect Strictly Confidential Information” comprises (i) ApiJect trade secrets, which are of a unique nature and comprise significant economic value to ApiJect and any unauthorized disclosure of such may result in irreparable and substantial harm to ApiJect, by allowing third parties to unfairly compete with ApiJect; (ii) Know-How¹, (iii) commercial confidential information and proprietary information that is economically valuable to ApiJect and over which ApiJect maintains heightened levels of control and confidentiality obligations; and/or (iv) any information and data related to ApiJect Developments, development endeavors, instructions, inquiries, interim tests, test parameters and test results, procedures, recommended settings or configurations for manufacturing processes, specifications,

¹ Know-How is information, reports, studies, charts, plans, diagrams, technologies, assays, configurations, algorithms, tests, procedures, specifications, data, presentations and any other tangible or intangible information, confidential or proprietary technical, scientific, engineering, business, or financial information, and all inventions, discoveries, improvements, specifications, designs, methods, processes, devices, writings, compilations of information, and/or materials developed, produced, conceived, or reduced to practice (whether or not eligible for patent or trade secret or similar protections in the U.S. or elsewhere)

parameter values, equipment set point combinations, mold specifications, cold process specifications, communications, data, conclusions, analysis, reports, hypothesis and data that results from testing the foregoing, and documentation (all of the foregoing irrespective of the manner or means of conveyance or medium via which it is communicated irrespective of whether it is protected or protectable under trade secret laws or patent laws), in each case (clauses (i) through (iv)), that is: (a) within the scope of the areas of development identified on Schedule A herein, which may be updated and communicated to LICENSEE from time to time by ApiJect; or (b) marked or otherwise identified to LICENSEE as “ApiJect Strictly Confidential Information.”

Exceptions: It is agreed that information will not be considered ApiJect Strictly Confidential Information to the extent, but only to the extent, that such information: (i) is demonstrably known to LICENSEE prior to undertaking any activities in relation to ApiJect or receiving any confidential or proprietary information from ApiJect; (ii) is or becomes publicly known through no wrongful act of LICENSEE; or (iii) was independently developed by LICENSEE without materially relying on ApiJect confidential or proprietary information, and such development can be demonstrated by written record.

LICENSEE agrees that deviation from this Policy may result in irreparable harm to ApiJect and its ability to protect its developments under relevant intellectual property laws.

Protection Protocols for ApiJect Strictly Confidential Information:

LICENSEE shall:

- Deploy reasonable measures under the relevant circumstances to prevent employees, contractors and other representatives (collectively “LICENSEE Representatives”) from storing or accessing ApiJect Strictly Confidential Information on any personal devices or outside LICENSEE facilities, unless done within a reasonably secured environment or via devices that incorporate commercially reasonable security measures;
- Limit access to ApiJect Strictly Confidential Information to only those LICENSEE Representatives who need to know the information in order to perform relevant and authorized tasks and who are instructed to comply with the protection protocols set forth in this Policy for protecting ApiJect Strictly Confidential Information;
- Make commercially best efforts to identify ApiJect Strictly Confidential Information as such in internal communications and repositories in which ApiJect Strictly Confidential Information is disclosed and/or stored;
- Maintain policies and procedures to ensure that all LICENSEE Representatives who have access to ApiJect Strictly Confidential Information (i) are subject to a written Confidentiality Agreement reasonably tailored to protect the strictly confidential and economically valuable nature of such information and (ii) do not input any ApiJect Strictly Confidential Information into an Artificial Intelligence (AI) tool in a manner that would, or could reasonably be anticipated to, expose such information to public disclosure;
- Store ApiJect Strictly Confidential Information in a secure location, with controlled and limited access, and with appropriate markings;
- In the event of an inadvertent disclosure of ApiJect Strictly Confidential Information, provide written notice to ApiJect immediately upon becoming aware of such inadvertent disclosure and cooperating with ApiJect in good faith on implementing any remediation or mitigation measures that ApiJect may reasonably request;
- Require any departing LICENSEE Representatives (i.e., any LICENSEE Representatives that are terminating their relationship or contract with LICENSEE) to return any ApiJect Strictly Confidential Information in their possession to LICENSEE and remind them of their confidentiality obligations with respect thereto;
- If there are circumstances under which ApiJect Strictly Confidential Information needs to be disclosed (for legitimate business or legal purposes, such as in batch records or in responses to quality inspections or audits with a government agency or pharmaceutical customer, or a FOIA request), redact ApiJect Strictly Confidential Information to the extent permissible under applicable laws and regulations and, to the extent redaction is not possible, notify ApiJect at least ten (10) Business Days prior to such disclosure and disclose it under appropriate restrictions of confidentiality and with the following legend being prominently displayed in association with such ApiJect Strictly Confidential Information:

“Strictly Confidential Information and Confidential Commercial Information of ApiJect Systems, Corp., which may comprise trade secrets. Every best effort must be made to store this information in a secure location, with limited access to those who have a legitimate need to know the information. Further distribution is strictly prohibited.”

- Set up sufficient, and in no case less than commercially reasonable under the circumstances, technology protections such as firewalls, encryption, anti-virus software, and/or password protection on electronic devices,

environments and systems for storing, using, communicating and transmitting ApiJect Strictly Confidential Information.

LICENSEE, by signing an Existing Agreement that includes an obligation to abide by this Policy, agrees to adhere to the terms and conditions contained herein with regard to Strictly Confidential Information and that this Policy is made a part of that Existing Agreement.

APPENDIX A

<u>Reference Identifier</u>	<u>Summary of Trade Secrets/ApiJect Developments</u>
A-1	ApiJect device characteristics important to an optimized performance (including acceptable and/or preferred performance criteria, testing methods/fixtures and corresponding values/value ranges), as well as tests, test components and processes, data and test results that identify or confirm such device characteristics, criteria and values.
A-2	Recommended settings (including values thereof) and/or configurations for BFS manufacturing equipment for manufacturing ApiJect devices or components thereof
A-3	Recommended settings, configurations, modifications and protocols for processes of manufacturing or testing ApiJect devices or components thereof (e.g., filling process, temperature management process, inspection process, performance confirmation processes)
A-4	Specifications, placement and relative importance of certain mold or device design features and customized machine components, modifications and/or accessories developed to optimize the performance of ApiJect devices or components thereof