

Confidentiality Agreement

Project Apollonia

NDA for Investors Investment Intermediaries and Investor Introducers

This Agreement protects all non-public information disclosed in connection with the evaluation, initiation or intermediation of financing or an equity investment in the Apollonia dental software project. It neither creates a partnership between the Disclosing Parties nor obliges any Party to enter into an investment or any other definitive agreement.

Parties

Capacity	Contracting Party
Disclosing Party 1	Alexander C. Barth, trading as INNO CONSULTING Breiter Weg 26, 06295 Lutherstadt Eisleben, Germany Email: contact@innoconsulting.org
Disclosing Party 2	Joachim Lugojan, Initiator of Project Apollonia [full address] Email: [email address]
Receiving Party	[full name or company including legal form] [commercial register and registration number, if applicable] [full address] represented by: [name and capacity] Role: ☐ Investor ☐ Investment intermediary ☐ Investor introducer ☐ Other: _____

The disclosing parties are jointly referred to as the **Disclosing Parties**. The receiving party is referred to as the **Recipient**. Each is a Party and together they are the Parties.

1 Purpose and Permitted Use

1.1 The Disclosing Parties may disclose Confidential Information to the Recipient solely for the evaluation, preparation, structuring, financing or intermediation of a potential investment, equity participation, financing arrangement or strategic collaboration relating to Project Apollonia. This purpose is referred to below as the Evaluation Purpose.

1.2 The Recipient may use Confidential Information solely for the Evaluation Purpose. Any other use is prohibited, including use for the Recipient's own product development or that of any third party, for competitive purposes, to circumvent the Disclosing Parties or to apply for proprietary rights in the Recipient's own name or on its behalf.

1.3 Disclosure does not oblige any Party to provide information, continue negotiations or enter into a definitive agreement. Any Party may terminate the discussions at any time.

2 Confidential Information

2.1 Confidential Information means all non-public information, documents, data and knowledge made available to the Recipient, directly or indirectly, before or after execution of this Agreement in connection with Apollonia or the Disclosing Parties, regardless of form, medium, language or marking, where its confidential nature is apparent or follows from the circumstances.

2.2 Confidential Information includes, in particular, technical concepts and specifications, software architecture, algorithms, AI models, source and object code, data models, training and testing concepts, interfaces, CAD/CAM processes, diagnostic and planning functions, prototypes, drawings, product and development plans, regulatory strategies, approval documentation, quality management, security concepts, market and sales strategies, calculations, financial plans, capital requirements, prices, forecasts, business models, intellectual property strategies, contractual terms, names and contact details of team members, developers, advisers, partners, customers, prospects and investors, and the existence, content and status of the discussions.

2.3 Confidential Information also includes summaries, notes, analyses, evaluations, copies and other work products of the Recipient to the extent that they contain, reproduce or are derived from Confidential Information.

2.4 Information does not lose its confidential character merely because individual elements are publicly known. A non-public selection, arrangement or combination of such elements also remains protected.

3 Exceptions

3.1 The obligations under this Agreement do not apply to information to the extent that the Recipient proves that it:

- a) was already generally known or generally accessible without breach of contract at the time of disclosure;
- b) became generally known after disclosure without any breach by the Recipient or its Representatives;
- c) was already lawfully known to the Recipient without an obligation of confidentiality;
- d) was lawfully obtained, without an obligation of confidentiality, from a third party authorised to disclose it; or
- e) was independently developed by the Recipient without use of Confidential Information.

3.2 Evidence should be provided by means of written or electronic records with a verifiable date. Statutory rules on the burden of proof remain unaffected. Any release from confidentiality is effective only if declared in text form by the relevant Disclosing Party.

4 Protection Obligations of the Recipient

4.1 The Recipient shall treat Confidential Information as strictly confidential and protect it with at least the same degree of care used for its own particularly sensitive trade secrets and, in any event, with reasonable commercial and technical care.

4.2 The Recipient shall limit access, reproduction and storage to what is strictly necessary for the Evaluation Purpose. It shall implement appropriate technical and organisational safeguards, including access restrictions, secure transmission channels, up-to-date security software, state-of-the-art encryption, secure storage and controlled deletion.

4.3 Without the prior consent in text form of the relevant Disclosing Party, the Recipient may neither publish Confidential Information nor disclose it to third parties. Disclosure is permitted to the Recipient's governing

bodies, employees and legal, tax and financial advisers who are subject to professional confidentiality obligations, provided that they strictly need the information for the Evaluation Purpose and are bound by confidentiality obligations at least equivalent to those contained in this Agreement.

4.4 If the Recipient is an investment intermediary or investor introducer, it may disclose information to a specifically identified potential investor only with the prior consent in text form of the relevant Disclosing Party. Before disclosure, the Recipient shall bind that investor to confidentiality obligations at least equivalent to those contained in this Agreement and shall provide evidence of such obligation upon request.

4.5 The Recipient shall be responsible, in accordance with applicable law, for culpable breaches by persons engaged by it. Before granting access, it shall inform those persons of the limitation of use and the applicable protection obligations.

4.6 Uploading or processing Confidential Information in publicly accessible or non-approved AI services, data rooms, cloud services or collaboration platforms is prohibited. Such use is permitted only if the relevant Disclosing Party has given prior consent in text form and an appropriate level of protection is ensured contractually and technically.

4.7 The Recipient shall report any actual or suspected loss, unauthorised access, improper use or disclosure without undue delay and, where possible, within 24 hours after becoming aware of it. The Recipient shall provide reasonable assistance in containing and investigating the incident.

5 Prohibition on Analysis and Reverse Engineering

To the extent legally permissible, the Recipient may not, without the prior consent in text form of the relevant Disclosing Party, observe, examine, test, decompile, disassemble, reverse engineer or otherwise analyse any products, prototypes, software components, models, files or other items provided to it for the purpose of determining underlying concepts, structures, processes or trade secrets. Mandatory statutory rights remain unaffected.

6 Contact Protection and Non Circumvention

6.1 The Recipient may not use contacts with developers, advisers, employees, business partners, customers, funding bodies, financing partners or investors first introduced to it, or made known to it in greater depth, through the Apollonia discussions for any transaction directly relating to the Evaluation Purpose or Project Apollonia while circumventing the Disclosing Parties.

6.2 The Recipient may approach any such contact directly concerning Project Apollonia only with the prior consent in text form of the relevant Disclosing Party. General business relationships demonstrably existing beforehand remain unaffected, provided that no Confidential Information is used.

6.3 This contact protection applies for 24 months from the date on which the relevant contact is first named or introduced. This Agreement alone does not create any further remuneration, commission or exclusivity claims; any such claims require a separate agreement.

7 Legally Required Disclosure

7.1 If the Recipient is required to disclose Confidential Information under mandatory law, an enforceable regulatory order or a court decision, it may disclose only the extent legally required.

7.2 To the extent legally permissible, the Recipient shall promptly notify the relevant Disclosing Party in writing before disclosure so that protective measures may be sought. The Recipient shall use reasonable efforts to ensure confidential treatment of the disclosed information.

8 Personal Data

8.1 Each Party shall process personal data only in accordance with applicable data protection laws and shall limit processing to the Evaluation Purpose.

8.2 This Agreement is not a data processing agreement. Patient data, health data or other special categories of personal data may not be disclosed unless and until a separately verified legal basis, where required a data processing agreement, and appropriate technical and organisational measures are in place.

9 Return and Deletion

9.1 At the request of the relevant Disclosing Party or upon termination of the discussions, the Recipient shall promptly return all physical documents and permanently delete Confidential Information, including copies and derived materials, within ten business days, unless mandatory statutory retention obligations require otherwise.

9.2 Upon request, the Recipient shall confirm return and deletion in text form. Automated backup copies need not be prematurely removed from immutable backup systems, provided that they are overwritten in the ordinary backup cycle, remain inaccessible until then and are not used in production.

9.3 Any residual copies retained pursuant to law shall remain protected throughout the retention period and may be used solely to comply with the relevant legal obligation.

10 Rights in Information

10.1 All rights in the Confidential Information remain with the respective entitled Disclosing Party or other rights holder. This Agreement grants no licence, right of use, ownership, joint authorship, equity interest or other right.

10.2 The Recipient may not, on the basis of Confidential Information, apply for intellectual property rights, cause a third party to apply for such rights or challenge the validity of existing or future intellectual property rights.

10.3 Confidential Information is provided for the Evaluation Purpose. No guarantee is given as to completeness, accuracy or the achievement of commercial, technical or regulatory objectives. Liability for intent, fraudulent concealment and guarantees expressly given in writing remains unaffected.

11 Contractual Penalty Damages and Injunctive Relief

11.1 If the Recipient culpably breaches an obligation under Sections 1, 4, 5, 6 or 9, the relevant Disclosing Party may determine a contractual penalty that is reasonable in light of the nature, severity and duration of the breach, the degree of fault and the resulting risk. The reasonableness of the penalty may be reviewed by a court in the event of a dispute.

11.2 Multiple acts based on a single decision, as well as a continuing breach, shall be treated as one breach when determining the penalty. In the case of a continuing breach, an additional contractual penalty may accrue for each commenced month during which the breach continues. Any unreasonable accumulation of penalties is excluded.

11.3 Further statutory claims, including claims for injunctive relief, remediation, information and damages, remain unaffected. Any contractual penalty paid shall be credited against a damages claim arising from the same breach.

12 Term of Confidentiality

12.1 This Agreement enters into force upon execution by all Parties and also covers Confidential Information previously disclosed in connection with the Evaluation Purpose.

12.2 The confidentiality and purpose-limitation obligations continue for five years after the last disclosure. To the extent that information constitutes a trade secret within the meaning of the German Act on the Protection of Trade Secrets, these obligations continue beyond that period for as long as the statutory requirements for a trade secret are met.

12.3 Sections 6, 9, 10, 11, 13 and 14 survive termination of the discussions in accordance with their terms.

13 Governing Law and Jurisdiction

13.1 This Agreement is governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods and conflict-of-laws rules to the extent that their exclusion is permissible.

13.2 To the extent that such an agreement is legally permissible, the exclusive place of jurisdiction is Halle (Saale), Germany. Otherwise, the statutory places of jurisdiction apply. Each Party retains the right to seek permissible interim relief from any court of competent jurisdiction.

14 Final Provisions

14.1 This Agreement constitutes the entire agreement of the Parties concerning its subject matter. No ancillary agreements exist. Amendments and supplements must be made in text form unless a stricter form is required by law. This also applies to any amendment of this text-form requirement.

14.2 The Recipient may assign rights under this Agreement only with the prior consent in text form of both Disclosing Parties. Any succession by operation of law remains unaffected.

14.3 Each Disclosing Party acts in its own name. This Agreement neither creates a civil-law partnership between them nor makes them jointly and severally liable. Each Disclosing Party shall assert in its own name any rights arising from a breach involving information owned or lawfully controlled by it.

14.4 If any provision is or becomes wholly or partly invalid or unenforceable, the remaining provisions remain effective. The invalid or unenforceable provision shall be replaced by the applicable statutory rule. No reduction of an invalid provision to the maximum legally permissible extent is agreed.

Execution

The signatories confirm that they are authorised to sign on behalf of the Party identified in each case and have received a complete copy of this Agreement.

Disclosing Party 1

Alexander C. Barth
owner of INNO CONSULTING

Place and date: _____

Signature: _____

Disclosing Party 2

Joachim Lugojan
Initiator of Project Apollonia

Place and date: _____

Signature: _____

Receiving Party

[company or name]
[name and capacity of signatory]

Place and date: _____

Signature: _____