Universal Expert Contract

Annex

EIT Health - Code of Conduct for Experts

EIT Health - Code of Conduct for Experts

1. Performance of the contract

1.1. The Expert shall perform the Contract in compliance with its provisions and all legal obligations under applicable EU, international and national law, in particular, national tax and security law. The Expert shall do so fully within the set deadlines and to the highest profession-al standards.

1.2. The Expert works independently, in a personal capacity and not on behalf of any organization.

1.3. The Expert shall:

1.3.1. carry out the work in a confidential and fair way;

1.3.2. assist EIT Health to the best of his/her/its abilities, professional skills, knowledge, and apply the highest ethical and moral standards;

1.3.3. follow any instructions and time-schedules given by EIT Health and deliver consistently high-quality work.

1.3.4. assist EIT Health to the best of his/her/its abilities, professional skills, knowledge and applying the highest ethical and moral standards;

1.3.5. write full, clear, and respectful sentences.

1.4. The Expert may only delegate another person or legal entity to carry out the work or be re-placed by any other person or legal entity, if EIT Health has agreed to the delegation or re-placement.

2. Obligations of impartiality

2.1. The Expert shall perform his/her/its work impartially and independently. To this end, the Expert is required to:

2.1.1. decline to accept an Inquiry or, if the Contract has already been commenced, refuse to continue to act as an Expert, if he/she/it has any doubt as to his/her/its ability to be impartial or independent;

2.1.2. inform EIT Health of any Conflicts of Interest as soon as he/she/it learns of them; and

2.1.3. Confirm there is no Conflict of Interest for the work the Expert is carrying out by signing a declaration form issued by EIT Health.

2.2. Definition of the Conflict of Interest: a "Conflict of Interest" exists if an Expert:

2.2.1. has any vested interests in relation to the questions upon which the Expert is asked to give advice on;

2.2.2. stands to benefit directly or indirectly, or be disadvantaged, as a direct result of the Assignment/work carried out;

2.2.3. has a close family or personal relationship with any person representing a company benefitting from the Assignment/work and/or a shareholder, and/or an Affiliate thereof ("Affiliate" means any company controlling, controlled by, or under common control with an applying legal entity, with "control" meaning directly or indirectly owning or controlling at least 50 % of such companies voting stock, or possessing the power, whether directly or indirectly, to direct or cause the direction of its management and policies.);

2.2.4. is an Affiliate of a company which benefits from the Assignment/work.

2.2.5. is a managing director, member of the advisory board, trustee, or partner, or is in any other way involved in the management of a company benefitting from the Assignment/work and/or an Affiliate thereof;

2.2.6. is employed or contracted or volunteers by a company benefitting from the Assignment/work and/or an Affiliate thereof, or any named subcontractors thereof; or

2.2.7. is in any other situation that compromises his/her/its ability to carry out his/her/its work impartially.

2.3. A Conflict of Interest may also exist if EIT Health decides that one exists, taking into account the objective circumstances, available information, and related risks, if an Expert:

2.3.1. was employed by a company benefitting from the Assignment/work or an Affiliate thereof in the last three (3) years;

2.3.2. is involved in a contract or grant agreement, grant decision or management structures (e.g., member of management or advisory board etc.), research collaboration with a company benefitting from the Assignment/work or an Affiliate thereof, the fellow researcher, or had been so in the last three years; or

2.3.3. is in any other situation that could cast doubt on the Expert's ability to render the services under the Contract, or that could reasonably appear to do so in the eyes of a third party.

2.4. Consequences of a situation of Conflict of Interest

2.4.1. If a Conflict of Interest is reported by the Expert or established by EIT Health, the Expert has to resign immediately from the work. EIT Health has the right to replace the Expert.

2.4.2. If it is revealed in the course of the Expert's work that the Expert has knowingly concealed a Conflict of Interest, the Expert will be immediately excluded, and EIT Health has the right of extraordinary termination pursuant Section 10.3.2. Any work already carried out by the Expert will be declared null. A claim to any Compensation under the Contract shall lapse without substitution.

3. Obligations of confidentiality

3.1. The Expert shall treat as confidential all information and documents, in whatever form (i.e., paper, or electronic), disclosed in writing or orally in relation to the performance of the Contract ("Confidential Information").

3.2. The Expert hereby recognizes that Confidential Information is and remains the sole property of EIT Health respectively the contracted legal entity or any of its Affiliates, as the case may be, and that no license with respect to Confidential Information is granted by the Contract.

3.3. The Expert undertakes to observe strict confidentiality in relation to his/her/its work. To this end, the Expert shall not use or disclose, directly or indirectly, Confidential Information or Confidential Documents (as defined in Section 3.5) for any purpose other than fulfilling his/her/its obligations under the Contract, without prior written approval of EIT Health.

3.4. In particular, the Expert shall not:

3.4.1. discuss Confidential Information or the work with others, including other Experts or employees of EIT Health which are not directly involved in the Expert´s work; or

3.4.2. disclose (i) any detail of Confidential Information or his/her/its work and its out-comes for any purpose other than fulfilling the obligations under the Contract with-out prior writ-ten approval of EIT Health and (ii) the advice to EIT Health and the contracted legal entities on their work to any other person (including colleagues, students, etc.).

3.5. If the Expert is provided with Confidential Information, in particular but not limited to the form of materials/documents/reports/supplies/files ("Confidential Documents") in paper or electronic form, the Expert shall be responsible for maintaining the confidentiality of the Confidential Documents provided and for returning, deleting, or destroying all

Confidential Documents as instructed at the end of the work. If the Expert does not receive instructions upon completion of the work, all Confidential Documents shall be deleted or destroyed upon completion of the work immediately and without further re-quest by EIT Health. Upon writ-ten request of EIT Health, the Expert shall confirm to EIT Health in writing (email sufficient) that the aforementioned obligations have been complied with. The Expert shall be entitled to assert a right of retention (Zurückbehaltungsrecht) only in respect of counterclaims which are undisputed or recognized by declaratory judgement.

3.6. If the Expert seeks further information (e.g., through the internet, specialized databases, etc.) to complete the work, the Expert shall:

3.6.1. respect the overall rules for confidentiality for obtaining such information; and

3.6.2. not contact third parties without prior written consent of EIT Health.

3.7. The confidentiality obligations under this Section 3 are binding on EIT Health and the Expert during the performance of the Contract and shall remain in force for a period of five (5) years after the termination of the Contract unless:

3.7.1. EIT Health releases the Expert from the confidentiality obligations under this Section 3 earlier in writing;

3.7.2. the Confidential Information becomes public through other channels other than through a disclosure by the Expert in breach of the confidentiality obligations under this Section 3; or

3.7.3. disclosure of the Confidential Information is required by law, regulatory authority, the rules of any national securities exchange or other applicable judicial or govern-mental or-der, or otherwise are legally compelled (e.g., by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process (collectively “Law”). In this case the Expert will give prompt notice to EIT Health (un-less reasonably impracticable or prohibited by Law). The Expert shall furnish only that portion of the Confidential Information which is required or requested.

***