

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT dated June 15, 2021 (the "**Agreement**"), is hereby entered into by and between **NORTHWESTERN MEMORIAL HEALTHCARE**, an Illinois not-for-profit corporation on behalf of itself and its affiliates, both those existing now and created in the future, ("**System**") and **INSTITUTE OF TRAUMATOLOGY AND ORTHOPEDICS**, a Ukrainian corporation ("**Organization**"). The parties plan to enter into discussions regarding a potential healthcare education/advisory collaboration (the "**Purpose**").

System affiliates include, but are not limited to, Northwestern Memorial Hospital ("**NMH**"), Northwestern Medicine® Central DuPage Hospital ("**CDH**"), Northwestern Medicine® Delnor Hospital ("**Delnor**"), Northwestern Medicine® Lake Forest Hospital ("**NLFH**"), Northwestern Medicine® Kishwaukee Hospital ("**NMKH**"), Northwestern Medicine® Valley West Hospital ("**NMVWH**"), Northwestern Medicine® Huntley, McHenry and Woodstock Hospitals ("**NMHMW**"), Northwestern Medicine® Palos Hospital ("**PCH**"), Northwestern Medicine® Marianjoy Rehabilitation Hospital ("**Marianjoy**"), Northwestern Medical Group ("**NMG**"), Northwestern Medicine® Regional Medical Group ("**RMG**"), Marianjoy Medical Group ("**MMG**"), Palos Medical Group ("**PMG**") and their affiliates and subsidiaries existing now or created or acquired in the future; and any entity which directly or indirectly controls, is controlled by, or is under common control with System for as long as such relationship remains in effect.

System and the Organization agree to protect any and all proprietary and confidential information disclosed by the other party including, without limitation, written, oral, electronic, and visually presented information, in whatever form, related to the Purpose that is either identified as confidential or should reasonably be considered confidential given the nature of the information and circumstances of disclosure ("**Confidential Information**"). Confidential Information includes, but is not limited to financial information, actual and potential business relationships and strategic alignments, personnel or staffing data and agreements, patient information, provider information, quality assurance and utilization review information, credentialing criteria and evaluations, treatment protocols, demographic and acuity data, billing and collection policies and data, research protocols and results, innovations, inventions, discoveries, and corporate strategies.

The parties are willing to disclose Confidential Information to each other, and both parties agree to maintain its confidentiality. As used herein, the party disclosing Confidential Information is the "Disclosing Party" and the party receiving the Confidential Information is the "Recipient". The parties, intending to be legally bound, agree that:

- I. Confidential Information of the Disclosing Party may be used by the Recipient only in connection with the Purpose identified above.
- II. The parties shall not use Confidential Information, or allow it to be used, for their own benefit or the benefit of others, and shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as they use to protect their own proprietary and confidential information. In addition, the parties shall adhere to

the standards of the Health Insurance Portability and Accountability Act, as applicable, if any patient information is disclosed.

- III. Confidential Information shall at all times remain the property of the Disclosing Party. The Disclosing Party grants no ownership rights or license to use or disclose any trade secrets, copyrights, or other intellectual property rights pursuant to this Agreement, regardless of whether considered Confidential Information hereunder.
- IV. Confidential Information of the Disclosing Party may not be copied or reproduced by the Recipient without the Disclosing Party's prior written consent. Any such permitted copies will be considered Confidential Information.
- V. Each party agrees to limit distribution of Confidential Information received under this Agreement to its own employees and agents on a need to know basis for the Purpose of this Agreement.
- VI. All Confidential Information shall be returned to the Disclosing Party and permanently deleted from all files or systems of Recipient upon the first to occur of (a) the completion of the Purpose referred to above, or (b) a request by the Disclosing Party.
- VII. Nothing in this Agreement shall prohibit or limit either party's use of information (a) previously known to it, (b) independently developed without use of the Disclosing Party's Confidential Information, (c) acquired from a third party which was not, to the Recipient's reasonable knowledge, under an obligation to the Disclosing Party not to disclose such information, or (d) which is or becomes publicly available through no fault of the Recipient.
- VIII. In the event either party receives a subpoena or is otherwise required by administrative or judicial process to disclose Confidential Information of the other party, the Recipient shall promptly notify the Disclosing Party to allow sufficient time to oppose such subpoena or process. Unless the administrative or judicial demand is withdrawn, modified, limited, quashed, or extended in a timely manner, the Recipient shall be entitled to comply with such demand.
- IX. Neither party shall use or make reference to the other party's name, logo or marks (or those of any affiliate, employee or agent of the other party) in any manner whatsoever, without the other party's prior written consent.
- X. In the event of a breach or threatened breach of the confidentiality obligations in this Agreement, the Disclosing Party may, in addition to any other available remedies, seek a temporary or permanent injunction. The parties acknowledge and agree that legal remedies for such violations or threatened violations are inadequate and that such party will suffer irreparable harm.

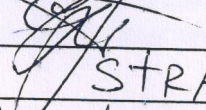
- XI.** This Agreement shall be governed for all purposes by the laws of the State of Illinois, without regard to conflicts of law provisions. Venue for all disputes litigated hereunder shall be the appropriate courts in Cook County, Illinois.
- XII.** Either party may terminate the discussions contemplated by this Agreement upon written notice to the other party without further obligation. Notwithstanding the foregoing, the confidentiality obligations set forth herein shall continue after expiration of this Agreement.
- XIII.** Any notices of requests in connection with this Agreement shall be deemed received when delivered personally or by overnight courier to the parties below:
- If to System: Office of General Counsel
 Northwestern Memorial HealthCare
 211 E. Ontario, Suite 1800
 Chicago, IL 60611
- If to Organization: Institute of Traumatology and Orthopedics
 27 Bulvarno-Kudriavska Street
 Kyiv 01601 Ukraine
- XIV.** Nothing herein shall obligate either party to disclose any Confidential Information to the other party and any such disclosure shall be entirely voluntary. Nothing herein shall be construed as creating any agency or partnership relationship, or any other legal obligation on the part of either party to enter into any transaction or agreement.
- XV.** Neither party may assign or transfer its rights or obligations contained herein without the prior written consent of the other party.
- XVI.** This is the entire Agreement between the parties relative to the exchange of Confidential Information in connection with the Purpose set forth above and it supersedes any prior or contemporaneous written or oral agreements. This Agreement may be modified by mutual written agreement.
- XVII.** Neither party provides any representation or warranty as to the accuracy or completeness of any Confidential Information delivered under this Agreement.
- XVIII.** Each party shall notify the other party immediately upon discovery of any unauthorized use, disclosure or copying of the information, or any other breach of this Agreement by such party or its employees or agents.
- XIX.** The provisions of this Agreement are severable. If any provision is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect

The parties hereby enter into this Agreement by authorized signature below.

**NORTHWESTERN MEMORIAL
HEALTHCARE**

By: _____
Name: Daniel Derman, M.D.
Title: Senior Vice President, Administration
Date: _____

**INSTITUTE OF TRAUMATOLOGY
AND ORTHOPEDICS**

By:  _____
Name: Sergei STRAFUN
Title: Deputy director for science
Date: 10 November 2021