

NON DISCLOSURE AGREEMENT

BY AND BETWEEN

DANMARKS METEOROLOGISKE INSTITUT,

hereinafter referred to as "DMI"

Acting in its own name, and as Coordinator of TipESM, Horizon Europe Action (GA Nr. 101137673), on behalf of TipESM partners, hereinafter referred to as "Participants":

AND

The participant of the series of webinars organised by DMI, identified by the data in the registration form of each single webinar, hereinafter referred to as "The Attndee"

DMI and the Attndee are hereinafter referred to as "PARTIES" or individually as "PARTY"

WHEREAS:

- DMI has submitted a Project to the European Commission relating to the Action entitled Exploring Tipping Points and Their Impacts Using Earth System Models (GA Nr. 101137673),
- The Attndee specialises in tipping points.
- The PARTIES wish to enter into discussions regarding research activities and potential future publications based on TIPMIP experiment protocols, hereinafter referred to as the "OBJECT".

For that purpose, the PARTIES agree that each of them is likely to disclose confidential information to the other one.

Thus, the PARTIES agree to conclude the present agreement (hereinafter referred to as the « AGREEMENT ») to ensure the protection of the confidential information and to fix the related rights and obligations of the PARTIES.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

Article 1 - DEFINITION

« CONFIDENTIAL INFORMATION » under the AGREEMENT shall mean:

- Any and all information and/or data of any nature, and in any form whatsoever, whether patented or not, that is disclosed in any way (including without limitations oral and written disclosures or disclosures fixed on any medium whatsoever) by a PARTY ("DISCLOSING PARTY") to the other PARTY ("RECEIVING PARTY") under the AGREEMENT. For the avoidance of doubt, the term "PARTY" shall include any Participant (as defined above);
- Any and all information and/or data of any nature, and in any form whatsoever, whether patented or not (including without limitations oral and written disclosures or disclosures fixed on any medium whatsoever), that the RECEIVING PARTY, or its representatives, might have received or discovered,

or that might have been disclosed to the RECEIVING PARTY, directly or indirectly, in any way, any form and on any support whatsoever, hitherto known or unknown, during any visit of the RECEIVING PARTY in the DISCLOSING PARTY's premises and/or laboratories;

- Any information regarding the existence, execution or signature of the AGREEMENT;
- Any invention described in the PATENTS and the related know-how.

It is understood that the DISCLOSING PARTY reserves the right to disclose only such CONFIDENTIAL INFORMATION that it deems necessary to the implementation of the OBJECT.

"PATENT" under the AGREEMENT shall mean the following patents and patent applications:

[identify and list the patents if any]

As well as any and all patents resulting wholly or in part from such applications, and all rights resulting therefrom, including related patents, divisional applications, patent renewals, reissues, re-examinations and extensions relating thereto.

Article 2 - PURPOSE

The purpose of the AGREEMENT is to set forth the rules related to the protection and use of the CONFIDENTIAL INFORMATION that the PARTIES wish to exchange under the AGREEMENT.

It is understood between the PARTIES that no product or sample can be exchanged during the AGREEMENT. The transfer of any product or sample from a PARTY to the other shall be subject to the signature of a specific agreement fixing the rules regarding this transfer.

Article 3 - OBLIGATIONS OF THE PARTIES

3.1 The PARTIES agree, as from the signature of the AGREEMENT and during all its term, to hold in strict confidence, not to disclose and not to use directly or indirectly the CONFIDENTIAL INFORMATION received under the AGREEMENT, without the prior and written authorisation of the other PARTY.

3.2 The RECEIVING PARTY undertakes, except prior written agreement of the DISCLOSING PARTY:

- a) to deem the CONFIDENTIAL INFORMATION as strictly confidential and to treat it with the same degree of care and protection that it would apply to its own CONFIDENTIAL INFORMATION (but in any event not less than reasonable care);
- b) not to use the CONFIDENTIAL INFORMATION for other purposes than for the purpose set forth in the AGREEMENT;
- c) **not to screenshot, record, copy, reproduce or duplicate, totally or partially CONFIDENTIAL INFORMATION for other purposes than those of the implementation of the OBJECT;**
- d) not to disclose the CONFIDENTIAL INFORMATION that it holds under its responsibility except, when applicable, to the members of its staff that need it for the purpose set forth in the AGREEMENT,

and to ensure that such members of its staff use CONFIDENTIAL INFORMATION only for the purpose set forth in the AGREEMENT;

e) when appropriate, take any measures that are deemed necessary so that, when applicable, the members of its staff that need to know of the CONFIDENTIAL INFORMATION agree, before any communication, to treat it with the same degree of care than the one resulting from the present AGREEMENT.

In any case and when applicable, the RECEIVING PARTY remains liable towards the DISCLOSING PARTY for the respect by its staff of the obligations described in the present article.

Any and all other disclosure or use of the CONFIDENTIAL INFORMATION shall require the prior, written agreement of the DISCLOSING PARTY.

Article 4 - EXCEPTIONS

4.1 Notwithstanding the dispositions of Article 3, each PARTY may disclose or use the CONFIDENTIAL INFORMATION if and so far that they can prove that:

a) it was already lawfully in the RECEIVING PARTY's possession before the conclusion of the AGREEMENT;

b) it was publicly available prior or after its communication, but in this latter case without any fault of the RECEIVING PARTY;

c) it was legally received from a third party;

d) the use or disclosure of the CONFIDENTIAL INFORMATION was authorized in writing by the DISCLOSING PARTY.

4.2 In the event the RECEIVING PARTY is required by law, regulation, or court order to disclose any of the DISCLOSING PARTY's CONFIDENTIAL INFORMATION, such disclosure shall be limited to that only portion which is legally required. The RECEIVING PARTY agrees to inform the DISCLOSING PARTY as soon as possible and prior to any disclosure, in order to facilitate the DISCLOSING PARTY taking all appropriate measures to preserve the confidentiality of the information.

Article 5 - LIMITS OF THE AGREEMENT

5.1 No provision of this AGREEMENT shall establish an obligation for the PARTIES to enter any other kind of agreement or contractual relationship. The purpose of the AGREEMENT is to exchange information. The AGREEMENT is not an offer, or a proposition or a promise to contract with the other PARTY. It could not be interpreted or regarded as an act of society, a partnership, collaboration or an association between the PARTIES. Affectio societatis between the PARTIES is hereby expressly excluded.

5.2 All CONFIDENTIAL INFORMATION and its reproductions as well as associated intellectual property rights shall remain the exclusive property of the DISCLOSING PARTY.

5.3 No provision of this AGREEMENT shall be understood as:

- A waiver of protection of CONFIDENTIAL INFORMATION by patent or any other intellectual property rights by the DISCLOSING PARTY;

- A transfer of any right over the CONFIDENTIAL INFORMATION by the DISCLOSING PARTY to the RECEIVING PARTY; the RECEIVING PARTY undertakes not to file, directly or indirectly, any patent application or industrial property title on the CONFIDENTIAL INFORMATION disclosed by the DISCLOSING PARTY;

- A right for the RECEIVING PARTY to make a profit, in a direct or indirect way on the CONFIDENTIAL INFORMATION. Any use of the CONFIDENTIAL INFORMATION for other purposes than those described herein shall lead, if necessary, to the prior signature of a specific AGREEMENT setting the terms and conditions of such use.

Article 6 - WARRANTY - LIABILITY

6.1 The CONFIDENTIAL INFORMATION exchanged between the PARTIES is transferred « as is » and without any warranty of any kind whatsoever, in particular without any warranty of answering to a specific need, without any warranty of accuracy or correctness, without any warranty of eviction and without any warranty that third parties are not counterfeiting the rights.

6.2 Such CONFIDENTIAL INFORMATION is used by the PARTIES at their sole expense and respective risks. Consequently, no liability may be sought towards neither PARTY for any damage or harm resulting from the use of the CONFIDENTIAL INFORMATION. No PARTY shall be held liable for the impossibility to use entirely or partially the CONFIDENTIAL INFORMATION.

Article 7 - DURATION

7.1 The AGREEMENT shall take effect from the date of the last signature and shall stay in force for a period of 4 years.

7.2 Following termination or expiry of the AGREEMENT, the obligations regarding the exchanged CONFIDENTIAL INFORMATION shall survive for five (5) years.

Article 8 - TERMINATION

The AGREEMENT may be terminated at any time, by any PARTY, following a written thirty (30) calendar days notice made by registered letter with acknowledgement of receipt sent to the other PARTY.

Article 9 - COMMUNICATIONS - NOTIFICATIONS

9.1 Any communication of CONFIDENTIAL INFORMATION under the AGREEMENT shall be made by the employee(s) of the DISCLOSING PARTY to the employee(s) of the RECEIVING PARTY below listed as entry point(s), or to any other employee which shall be further designated in writing by each respective PARTY as entry point:

DMI entry point(s):

Shuting Yang: sy@dmi.dk

Justyna Bekier Baird: jabe@dmi.dk

9.2 Any notice relating to the implementation or interpretation of the AGREEMENT shall be validly made to the respective contacts that the PARTIES have indicated below. Any notice shall, in order to be validly opposed to the other Parties, be made by registered letter with acknowledgement of receipt

or email with acknowledgement of receipt immediately confirmed by mail in the last case and shall be deemed valid as from the date of delivery.

For DMI:

Mail: tipesmdmi@gmail.com

For the Attendee:

As in the registration form.

Article 10 - DESTRUCTION - RETURN

Unless otherwise agreed between the PARTIES, the CONFIDENTIAL INFORMATION as well as any and all of its copies thereof, exchanged between the PARTIES shall be destroyed or returned to the DISCLOSING PARTY upon receipt of a written request, sent in a fifteen (15) days period following the termination or expiry of the AGREEMENT. The PARTIES commit to provide a destruction certificate upon request of the other PARTY.

Article 11 - AMENDMENT

Any modification of the AGREEMENT shall be subject to an amendment signed by both PARTIES.

Article 12 - ENTIRETY OF THE AGREEMENT

This AGREEMENT constitutes the complete and exclusive agreement between the PARTIES with respect to the OBJECT, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

Article 13 - INTUITU PERSONAE

The AGREEMENT is executed intuitu personae. Consequently, no PARTY is authorised to transfer all or part of the rights and obligations defined in the AGREEMENT to a third party without the prior written agreement of the other PARTY.

Article 14 - LITIGATION – APPLICABLE LAW

14.1 This AGREEMENT is governed by Danish law.

14.2 In the event of a disagreement regarding the interpretation or execution of this AGREEMENT, the PARTIES shall make their best efforts to settle their dispute out of court. Should the disagreement persist two (2) months following reception from a PARTY of a written notice of complaint sent by the other PARTY, the matter shall be referred to the Danish courts having jurisdiction.

For DMI (acting in its own name, and as Coordinator of TipESM Action, on behalf of the Participants)

Name: Shuting Yang

Capacity: Coordinator TipESM project at DMI

Date: 11 June 2026