

## **Confidentiality and Non-Disclosure Agreement**

This Confidentiality and Non-Disclosure Agreement (this “Agreement”), effective as of (the “Effective Date”), is by and between Beckman Coulter, Inc., having a place of business at 5350 Lakeview Parkway South Drive, Indianapolis, IN 46268, United States (“Beckman Coulter”), and The Governors of the University of Lethbridge, having a place of business at 4401 University Drive West, Lethbridge, AB Canada, T1K3M4, Canada, Blue Sky Spectroscopy Inc., having a place of business at Suite 9, 740 4<sup>th</sup> Avenue South, Lethbridge, AB Canada T1J 0N9, and AUC Solutions LLC, having a place of business at 25500 Westheimer Parkway, Suite 7207, Katy, TX 77494, USA, and Sundew Rising LLC, having a place of business at 17 Wendy Lane, Toms River, NJ 08753, USA, each a “Party,” and collectively the “Parties.” The Governors of The University of Lethbridge, Blue Sky Spectroscopy Inc., AUC Solutions LLC and Sundew Rising LLC are collectively referred to herein as the “Companies.”

A. Beckman Coulter and the Companies are planning to engage in discussions related to the purpose set out on the attached Exhibit A (the “Purpose”). For Beckman Coulter and the Companies to explore the Purpose, it may be necessary for Beckman Coulter to disclose to the Companies certain proprietary information of Beckman Coulter, and for the Companies to disclose to Beckman Coulter certain proprietary information of the Companies.

B. Although each Party believes its respective Information (defined below) to be confidential and proprietary, each Party is willing to disclose its Information to the other Party under the terms and conditions of this Agreement.

NOW THEREFORE in consideration of the undertakings contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Each Party shall only exchange with the other Party Information related to the Purpose. Neither Party will be obligated to maintain the confidentiality of any Information disclosed by the other party not related to the Purpose. Neither Party shall use Information received from the other Party in any matter not directly related to the Purpose without the prior written consent of the other Party.

2. “Information” means all information, regardless of the format to which it has been reduced and including oral communications, passing from one Party to the other relating to its business, including but not limited to, drawings, know how, techniques, source and object codes, business and marketing plans, projections, arrangements and agreements with third parties, customer information, customer information proprietary to customers, formulae, customer lists, concepts not reduced to material forms, designs, plans, models, software packages and equipment.

3. The Parties will use reasonable efforts to mark all Information “CONFIDENTIAL” for which such Party desires the other to maintain confidentiality under this Agreement. Additionally, each Party will use reasonable efforts to reduce to writing or other tangible medium of expression any Information communicated orally to the other Party and deliver such writing to the other Party within thirty (30) days of the date it is disclosed. Notwithstanding, any Information not so identified, which a reasonable person would conclude was the confidential property of the Parties given the nature and circumstances of disclosure, will be considered Information under this Agreement.

4. If (a) a Party disclosing any Information (the “Disclosing Party”) discloses its Information to the Receiving Party according to the requirements of Paragraphs 1 and 3, and (b) the Information is not excluded according to the provisions of Paragraph 5, then the Party receiving such information (the “Receiving Party”) must: (1) hold the Information in confidence and not disclose such Information to any third party (other than its affiliated companies); (2) use the Information only in connection with the investigation and development of the Purpose; (3) not attempt to determine the constituents of any samples of tangible materials included therein; (4) restrict access to the Information to only those employees, officers, directors, and consultants of itself and its affiliated companies who have a need to know in order to provide assistance related to the Purpose, who are informed that the Information is proprietary to the Disclosing Party and received in confidence, and who are contractually bound to the Receiving Party to maintain the Information in confidence; and (5) use the same level of care to prohibit disclosure of the Information and to prohibit the unauthorized use of the Information as the Receiving Party uses to protect its own confidential information, but in no event less than reasonable care. Promptly upon the request of the Disclosing Party, the Receiving Party will provide to the Disclosing Party such information as the Disclosing Party shall reasonably request regarding those consultants (not including attorneys or accountants) retained by the Receiving Party to perform any services relating to the Information. In the event such consultants render services to any party that the Disclosing Party deems a competitor, the Disclosing Party will be entitled to prohibit the Receiving Party from disclosing any item of the Disclosing Party’s Information to such consultants. Any failure by the employees, officers, directors, and consultants of the Receiving Party and its affiliated companies to fulfill those confidentiality obligations assumed by them pursuant to item (4) of this Paragraph 4 will constitute a breach by the Receiving Party of its obligations under this Agreement.

5. The Receiving Party’s obligations of confidentiality and restricted use do not apply to:

- a. Information that, at the time of disclosure by the Disclosing Party to the Receiving Party, is generally available to the public or in the public domain;
- b. Information that, after disclosure by the Disclosing Party to the Receiving Party, becomes generally available to the public or part of the public domain by publication or otherwise, except by breach of this Agreement by the Receiving Party;
- c. Information that the Receiving Party can establish by reasonable proof was (i) in its possession at the time of disclosure by the Disclosing Party, or (ii) independently derived by the Receiving Party or any of its affiliated companies without use of or access to the Information disclosed by the Disclosing Party;
- d. Information that the Receiving Party or any of its affiliated companies received from a third party that (i) has the right to disclose such Information to the Receiving Party or such affiliated company, as applicable, and (ii) does not require such Information to be maintained confidential; or
- e. Information that is required to be disclosed in compliance with applicable law or regulations or by order of a court or other body of competent jurisdiction, provided that the Receiving Party must give the Disclosing Party prompt notice prior to such disclosure.

6. The term of this Agreement shall be for twenty-four (24) months commencing on the Effective Date, and the Parties will only exchange Information during such term. Notwithstanding such 24 month

term, the obligations set forth in Paragraph 4 shall survive the expiration of this Agreement for a period of 6 years following the Effective Date.

7. Information disclosed by the Parties shall not be regarded as generally available to the public or in the public domain or in the Receiving Party's possession merely because it is embraced by more general information generally available to the public or in the public domain or in the Receiving Party's possession or merely because individual items of the Information are generally available to the public or in the public domain or in the Receiving Party's possession.

8. In no event is this Agreement intended to grant to any party any right under any patent, patent application, trademark, utility model, copyright, trade secret or other intellectual property right owned or controlled by another party anywhere in the world. The Disclosing Party's Information remains the property of the Disclosing Party.

9. The Receiving Party shall, upon receipt of a written request from the Disclosing Party: (a) return all of the Disclosing Party's Information, including all copies thereof; and (b) certify that it has destroyed all internally prepared documents, memoranda and drawings that incorporate or provide a description or digest of the Information. Notwithstanding the foregoing, (i) the Receiving Party may retain one copy of the Disclosing Party's Information in its confidential legal files to monitor compliance with the terms of this Agreement and (ii) the Receiving Party shall not be required to use more than commercially reasonable efforts to expunge any of the Disclosing Party's Information that is, in the ordinary course of business, stored electronically on automatic back-up servers that are routinely overwritten. Notwithstanding the return or destruction of the Disclosing Party's Information, the Receiving Party shall continue to be bound by its obligations of confidentiality and other obligations and agreements hereunder.

10. Each Party will disclose to the other Party only that information which such Party is entitled to disclose. Each Party agrees to keep in confidence and not to disclose to any third party, other than such Party's employees, officers and directors, the identity, interest, and participation of the other Party in connection with the subject matter of this Agreement or the relationship of the Parties hereunder.

11. Nothing contained in this Agreement may be construed as an obligation to enter into any further agreement relating to the Information.

12. This Agreement shall be interpreted in accordance with the laws of the State of Delaware without regard to the provisions of that State's laws related to conflicts of law as if it were signed in Delaware and all acts performed or to be performed hereunder were performed entirely within the state of Delaware.

13. A failure to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement or failure to exercise any rights or remedies hereunder shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies unless otherwise provided for herein.

14. This Agreement represents the entire agreement between the Parties relating to the subject matter hereof and supersedes all other agreements or understandings as to the treatment of confidential information, whether such agreements or understandings were undertaken prior to, simultaneous with or following the Effective Date, and whether such agreements or understandings are written or oral. This Agreement may not be amended or modified except in writing signed by the Party against whom such amendment or modification is to be enforced. In the event that any one or more of the provisions contained

in this Agreement shall for any reason be held by a court of competent jurisdiction to be unenforceable in any respect, such holding shall not affect any other provision of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part thereof.

15. In the event of a breach, or threatened breach, of the terms of this Agreement by any Party, apart from any other remedies available at law, the other Party shall be entitled to an injunction restraining the other Party from committing any breach of this Agreement, without showing or proving any actual damage sustained by the Party seeking the injunction.

16. In the event either Party to this Agreement brings suit to enforce or interpret any part of it, the prevailing Party shall be entitled to recover as an element of costs of suit, and not as damages, in addition to all other sums that either Party may be called on to pay, a reasonable sum for attorney's fees and costs.

17. This Agreement may be executed in one or more counterparts by the signature of a person having authority to bind a Party, each of which when executed and delivered by facsimile, electronic transmission or by mail delivery, will be a binding original and all of which shall constitute but one and the same Agreement.

**[Signature page follows]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**BECKMAN COULTER, INC.**

DocuSigned by:  
*Walter Mitchell*  
297E0A2321544C4...

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By:

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Director, Centrifuge Portfolio

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Title

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09-May-2024

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Date

**BLUE SKY SPECTROSCOPY INC.**

DocuSigned by:  
*Maxis Naylor*  
DAACF3E6701F422...

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By:

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CEO

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Title

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09-May-2024

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Date

**AUC SOLUTIONS LLC**

DocuSigned by:  
*B. Dumas*  
783FD499EFC34FA...

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By:

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CEO

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Title

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02-May-2024

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Date

**SUNDEW RISING LLC**

DocuSigned by:  
*Glen Ramsay*  
BDBCA80CCB774DD...

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By:

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President

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Title

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07-May-2024

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Date

**THE GOVERNORS OF THE UNIVERSITY OF  
LETHBRIDGE**

DocuSigned by:  
*Dena McMartin*  
B7FFB060207F46D...

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By: Dena McMartin

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VPR

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Title: Vice President, Research

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08-May-2024

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Date

## **EXHIBIT A**

### **PURPOSE**

The Parties will disclose technical, scientific and market information relating to the analysis of biologics in connection with a possible business relationship related to Beckman Coulter's centrifugation solution product portfolio.