



NEUROENDOCRINE TUMOR RESEARCH FOUNDATION

DEDICATED TO CURING NEUROENDOCRINE CANCER

NETRF Symposium Confidentiality and Media Release Agreement

The Neuroendocrine Tumor Research Foundation is the world's leading non-governmental supporter of research into the causes, treatments, cure, and prevention of neuroendocrine cancer. To further enable its important mission, NETRF convenes a premier Annual Scientific Conference for its funded investigators and invited guests that aims to stimulate the open exchange of scientific information, to promote collaborations and to spark discussions of novel approaches to understanding and treating NETs. To allow for an open discussion and sharing of unpublished data, NETRF requests that, as a participant in the annual **NETRF Symposium** (the "Symposium"), you commit to hold in confidence all Confidential Information (as defined below) sent in advance of, and presented at, the Symposium. To ensure such confidentiality, NETRF has created the following confidentiality policy and asks that you, as a party who will see and receive Confidential Information as an attendee and/or participant at the Symposium (a "Receiving Party"), accept this confidentiality agreement ("Agreement"), acknowledging that you have read, understand and agree to the terms below. Furthermore, because photos and videos will be taken at the Symposium NETRF also requires attendee acceptance of its Media Release Policy, which is provided below, and requires your acknowledgement indicating that you have read, understand and agree to its terms.

Confidentiality Policy

1. As a participant of the NETRF Symposium, Receiving Party understands that he/she will be exposed to, and possibly receive, Confidential Information and/or unpublished data, the disclosure or use of which may be prejudicial or harmful to the disclosing party ("Disclosing Party") and to the goals and work of NETRF. This Agreement is effective as of the date of NETRF Symposium registration (the "Effective Date") and shall govern the conditions of receipt or disclosure of all information received by or disclosed to attendees (including the undersigned) in connection with the NETRF Symposium.
2. "Confidential Information" means information provided at the NETRF Symposium (including through such means as meetings, websites, emails or handouts) that: (i) relates to proprietary and confidential clinical trial data, and (ii) is designated as confidential by the Disclosing Party or NETRF prior to or contemporaneously with disclosure of such information to the Receiving Party; *or* (iii) is designated as confidential by the Disclosing Party or NETRF within a reasonable period of time after the disclosure of such information; provided, however, that such information shall in such cases only become Confidential Information as of the time the designation as confidential is communicated to the attendee/participant; *or* (iv) would be apparent to a reasonable person having the professional and scientific background, training, experience and knowledge of the Receiving Party that such information is of a confidential or proprietary nature and the maintenance of which would be important to the Disclosing Party.
3. Receiving Party hereby agrees that, for a period of five (5) years from the Effective Date, he/she: (i) shall hold Confidential Information in confidence, (ii) shall not use or exploit Confidential Information for his/her own benefit or for the benefit of another without the prior written consent of the Disclosing Party, and (iii) shall not disclose Confidential Information to any other person without the express written consent of the Disclosing Party. Confidential Information shall not include information that Receiving Party can demonstrate by written records:
 - (a) was previously known to the Receiving Party without any obligation of confidentiality or restriction on use and/or disclosure;
 - (b) is now public knowledge, or becomes public knowledge in the future, other than through acts or omissions of the Receiving Party in violation of this Agreement;
 - (c) is lawfully obtained by the Receiving Party without any restriction on use and/or disclosure from sources independent of the Disclosing Party who have a lawful right to disclose such Confidential Information; or

(d) is independently developed by the Receiving Party without use of the Confidential Information.

Receiving Party may disclose Confidential Information to the extent such disclosure is reasonably necessary in complying with applicable governmental laws or regulations, or court order, provided, however, Receiving Party agrees to provide Disclosing Party with notice of such requirement in advance of disclosure, if possible, so that such Disclosing Party may take any action it deems appropriate to prevent or limit disclosure, and Receiving Party agrees to provide reasonable cooperation with such actions.

This Agreement and the performance of all obligations hereunder shall be governed by and construed in accordance with the laws of the State of Massachusetts, without regard to its conflict of laws principles. No waivers or modifications to this Agreement will be effective unless in writing and signed by both parties.

4. **Ownership of Confidential Information.** Attendees and participants agree that the Disclosing Party is, and shall remain, the exclusive owner of Confidential Information and all patent, copyright, trade secret, trademark and other intellectual property rights therein. No license, conveyance, or abandonment of any such rights shall be affected or implied under this Agreement or by disclosure of such information within NETRF or the NETRF Symposium, and the furnishing of Confidential Information to Receiving Party shall not constitute any grant, option, or license to Receiving Party under any patent or other rights now or hereinafter held by Disclosing Party.
5. **Return or Destruction of Documents.** Receiving Party shall, upon conclusion of the need for any Confidential Information it has received in connection with any work for NETRF, or upon earlier request of NETRF, return to NETRF or destroy all Confidential Information, including but not limited to, Confidential Information in the form of documents, records, notebooks, data, reports, notes, compilations, digital files, computer files and similar materials and any and all copies, reproductions, summaries, extracts or analyses thereof.

Notwithstanding the above, Receiving Party: (i) may retain a single copy of the Disclosing Party's Confidential Information for the sole purpose of ascertaining its ongoing rights and responsibilities in respect of such information; and (ii) shall not be required to destroy any computer files stored securely by the Receiving Party or its Affiliates that are: (iii) created during automatic system back up; or (iv) retained for legal purposes by the legal division of the Receiving Party and its Affiliates.

Media Release Policy

I hereby consent to the creation and use by the NETRF, its employees, agents, successors, assigns and licensees (collectively "the Neuroendocrine Tumor Research Foundation") of my name, likeness, picture, silhouette, and any other reproductions of my physical likeness, voice or both, in (1) the video, photograph, or audio recordings described below; and (2) any video, photograph, or audio recordings reproduced either in whole or in part from the video, photograph or audio recordings described below.

I understand that the photos and videos taken at the Annual NETRF Symposium and related activities are planned to be used for posting to the NETRF website and may be exhibited, broadcast, reproduced and otherwise exploited by NETRF by any and all means, in any and all media now known and to be invented, including but not limited to print, digital, television, film, Internet and electronic media, worldwide, without notice. NETRF may edit, delete or alter all such recordings at its sole discretion.

In addition, I waive all claims to compensation, including but not limited to royalties or residual proceeds, and all claims for damages based on the use of my image or voice, or both, by NETRF or against agents used to produce said video/audio recordings or photography. I also waive any right to inspect or approve the finished photograph or video or audio recordings.

I agree that all such portraits, pictures, photographs, video, and audio recordings and any reproductions thereof, and all plates, negatives, recording media, and digital files shall remain the property of NETRF. I warrant that I am at least 18 years of age and that I am competent to execute this consent. I further attest that I have read this consent form and fully understand its contents and effect. This consent is irrevocable and perpetual.