

## **CONFIDENTIAL INFORMATION POLICY**

(adopted by the Board of Directors in April 2021 and updated August 2022 and February 2024)

## 1. PURPOSE

Agilyx ASA and its subsidiary Agilyx Corporation, and its joint venture Cyclyx International, LLC (**Cyclyx**) (each an **Agilyx Group Member** and together with Agilyx ASA, the **Agilyx Group**) keep certain types of information confidential for important business and/or regulatory reasons, including providing the Agilyx Group with a competitive edge over business competitors, or where certain confidential information may become inside information for the purposes of the Market Abuse Regulation (MAR) or the Norwegian Securities Trading Act. Because of the importance of maintaining the confidentiality of certain information, and because effective confidentiality protocols require the involvement and cooperation of the Agilyx Group employees, the Agilyx Group has implemented this Confidential Information Policy. All employees are expected to read and abide by this policy.

In the event that the provisions, or the scope of the provisions, of this policy are in conflict with the provisions of the Agilyx Employee Handbook or the Cyclyx Employee Handbook or exceed the scope thereof, the provisions and the scope of this policy shall prevail.

## 2. DEFINITION OF CONFIDENTIAL INFORMATION

Confidential Information includes, but is not limited to, all information belonging to the Agilyx Group and not generally known, in spoken, printed, electronic, or any other form or medium, which was obtained from the Agilyx Group, or which was learned, discovered, developed, conceived, originated, or prepared by an employee in the scope and course of employment, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, pending negotiations, know-how, trade secrets, computer programs, computer software, applications, operating systems, software design, web design, work-in-process, databases, manuals, records, articles, systems, material, sources of material, supplier information, vendor information, financial information, results, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, credit information, design information, payroll information, staffing information, personnel information, employee lists, supplier lists, vendor lists, developments, reports, internal controls, security procedures, graphics, drawings, sketches, market studies, sales information, revenue, costs, formulae, notes, communications, algorithms, product plans, designs, styles, models, ideas, audiovisual programs, inventions, unpublished patent applications, original works of authorship,

discoveries, experimental processes, experimental results, specifications, customer information, customer lists, client information, client lists, manufacturing information, factory lists, distributor lists, buyer lists, and any other information of confidential nature of the Agilyx Group or its businesses or any existing or prospective customer, supplier, investor, or other associated third party, or of any other person or entity that has entrusted information to Agilyx ASA or any other Agilyx Group Member in confidence.

Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary[, or information that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used, other than employees' terms and conditions of employment.

### **3. PROTOCOLS FOR MAINTAINING CONFIDENTIALITY**

The Agilyx Group limits disclosure of its Confidential Information to:

- Employees with a need to know in order to perform their jobs.
- Third parties requiring the information for a legitimate business purpose, including:
  - prospective suppliers, vendors, and customers; and
  - individuals and companies contemplating a joint venture or other business relationship with Agilyx ASA or any other Agilyx Group Member.

Employees must treat all Confidential Information as strictly confidential both during employment and after employment with any member of the Agilyx Group ends. To maintain the confidentiality of the Agilyx Group's Confidential Information, all employees must follow these protocols, except as otherwise provided in this policy:

- Employees should not access or use any Confidential Information to which the relevant member of the Group Member has not provided the employee access or authorization to use.
- Employees should not directly or indirectly disclose, publish, communicate, or make available Confidential Information to any entity or person that does not have a need or the authority to know and use the Confidential Information, except as

required for the employee to perform authorized job duties or otherwise permitted by this policy.

- If an employee's authorized job duties require sharing Confidential Information with a third party, the employee must not do so until Agilyx ASA and/or the appropriate Agilyx Group Member and the third party enter into a confidential confidentiality agreement and the employee receives advance consent in writing from the employee's supervisor.
- Any and all Agilyx Group's trade secrets and other sensitive information must be kept/stored in a secure location with limited access and where appropriate electronic access controls.
- Employees may not remove Confidential Information from the workplace/the relevant member of the Agilyx Group's premises unless specifically approved in writing by the employee's supervisor to perform the employee's authorized job duties or otherwise permitted by this policy.
- Employees should not discuss Confidential Information in public where it may be overheard, including elevators, restaurants, cabs, and public transportation.
- Visitors to Agilyx Group offices/premises/property must be accompanied by an employee at all times/while in locations where Confidential Information might become known, and must sign an acknowledgment prohibiting disclosure of any Confidential Information viewed or accessed during a visit, and may not bring any recording devices (such as cameras, cell phones, PDAs, and USB drives) into restricted areas.
- In the event of an inadvertent disclosure of Confidential Information, employees must immediately inform their supervisor so that measures can be taken to minimize damage to the Agilyx Group.
- Departing employees must return any Confidential Information in the employee's possession to the relevant member of the Agilyx Group on termination of employment with the Agilyx Group and will be required to sign an acknowledgment of the same.

This policy is not intended to restrict employees' communications or actions that are protected or required by any applicable law or policy, including discussing or disclosing sexual harassment or other discrimination allegations, or otherwise disclosing information as permitted or required by law. This policy does not prohibit or restrict any employee from

initiating communications with, responding to any inquiry from, or providing testimony before any relevant regulatory authority regarding a possible securities law violation.

Any employee who is unsure whether information should be kept confidential should always check with the employee's supervisor or the General Counsel before disclosing the information or taking any other action.

All employees are required to comply with the terms of this policy. Any employee who violates this policy may be subject to disciplinary action, up to and including termination of employment.

#### **4. CONFIDENTIALITY AGREEMENTS**

Employees who have regular access to Confidential Information may be required to sign an Employee Confidentiality Agreement as a condition of employment or continuing employment or other consideration. In the event there is any inconsistency between this policy and an employee's individual confidentiality agreement, the terms of the confidentiality agreement shall govern.

The Agilyx Group also requires all third parties, including independent contractors, to sign a confidentiality agreement before receiving any of the Agilyx Group's Confidential Information. Employees must help ensure the protection of the Agilyx Group's Confidential Information by abiding by this requirement when communicating or sharing information with a third party with whom the Agilyx Group is doing business.

#### **5. ADMINISTRATION OF THIS POLICY**

The Legal Department is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions about Confidential Information that are not addressed in this policy, please contact the General Counsel ([GC@agilyx.com](mailto:GC@agilyx.com)).

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I, \_\_\_\_\_ (name), acknowledge that I received and read a copy of the Agilyx Group Confidential Information Policy (version 4 August 2022) and understand that it is my responsibility to be familiar with and abide by its terms. This policy is not promissory and does not set terms or conditions of employment or create an employment contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
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