**CONFIDENTIAL AND NON-DISCLOSURE AGREEMENT**

*This Confidential and Non-Disclosure Agreement (the “Agreement”) is made and entered into as of the last date set forth below by and between* ***NanoBiotec, LLC. (NBT)*** *and the individual or entity identified below (****The******COMPANY****).*

In consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth and intending to be legally bound, the parties hereby agree as follows:

**1.** **Definition of Confidential Information.** “Confidential Information” shall include all information or material which (i) gives that party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of that party; or (ii) which is either (A)  marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, (B) known by the parties to be considered confidential and proprietary or (C) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary, including, without limitation, information relating to the business of such party and any and all intellectual property rights stemming therefrom and relating thereto and any and all other materials, documentation, contracts and agreements of such party and any business plans, methods, concepts, marketing plans, projections, investor lists, or ideas relating to the business of such party, including, without limitation, any of such party’s leads for drug compounds. The Disclosing Party shall use its commercially reasonable efforts to identify or mark information disclosed to Receiving Party pursuant to this Agreement that is confidential or proprietary in nature and subject to the terms of this Agreement; provided, however that the Disclosing Party’s failure to do the same shall not, in it of itself, be deemed to exclude such unmarked information as confidential or proprietary or subject to the terms hereof, it being understood that, except as excluded below, all information disclosed to Receiving Party be deemed confidential and subject to the terms and conditions hereof. Notwithstanding the foregoing, Confidential Information shall not be information which: (i) has entered the public domain through no action or failure to act of Receiving Party; (ii) prior to disclosure hereunder was already lawfully in Receiving Party’s possession without any obligation of confidentiality; (iii) subsequent to disclosure hereunder is obtained by Receiving Party on a non-confidential basis from a third party who has the right to disclose such information to Receiving Party; or (iv) is ordered to be or otherwise required to be disclosed by Receiving Party by a court of law or other governmental body provided, however, that Disclosing Party is notified of such order or requirement and given a reasonable opportunity to intervene.

# **2. non-Disclosure.** Receiving Party agrees to: (i) use the same degree of care (and in no event less than reasonable care) in protecting the Confidential Information that Receiving Party would use to protect its own Confidential Information of a similar nature; (ii) not to copy, publish, show, or disclose the Confidential Information to any third parties, and (iii) to return the Confidential Information to Disclosing Party in accordance with Section 6. Receiving Party will not show or otherwise disclose the contents of the Confidential Information to any third parties without Disclosing Party’s written consent. Notwithstanding the foregoing, Receiving Party may disclose Company’s Confidential Information to members, affiliates, employees, consultants or prospective development partners (each, an “Approved Third Party”) but solely in connection with due diligence or similar investigations conducted by such Approved Third Party with respect to the Product Opportunity that is related to such Confidential Information and only if such Approved Third Party is bound by confidentiality obligations and use restrictions at least as restrictive as those set forth in this Agreement.

# **3. Removal of Notices.** Receiving Party shall not remove any copyright, trade mark, service mark or other proprietary rights notice attached to or included in any Confidential Information furnished by Disclosing Party.

# **4.** **Use of Confidential Information.** The Confidential Information shall be used by Receiving Party solely as set forth in this Agreement. Each party agrees not to use Confidential Information of the other party for its own or any third party’s benefit. RECEIVING PARTY ACKNOWLEDGES THAT THE CONFIDENTIAL INFORMATION IS RECEIVED “AS IS” FOR EVALUATION PURPOSES ONLY AND IS NOT TO BE RELIED UPON FOR ANY PURPOSE EXCEPT AS SET FORTH IN WRITING BY DISCLOSING PARTY. Disclosing Party makes no representations or warranties as to the accuracy, completeness, condition, suitability or performance of the Confidential Information, and Disclosing Party shall have no liability whatsoever to Receiving Party resulting from its use of the Confidential Information.

# **5. Reservation of Rights.** All rights not expressly granted by this Agreement are retained by Disclosing Party. Each party recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to a Receiving Party, by license or otherwise, to use any of the Disclosing Party’s Confidential Information except as specified in this Agreement. All Confidential Information shall remain the property of Disclosing Party.

# **6. Return of Confidential Information.** Receiving Party shall destroy or return to Disclosing Party, at Disclosing Party sole option, all Confidential Information that Receiving Party possesses, regardless of whether the Confidential Information is in written, graphic or machine-readable form upon the earlier of: (i) completion of Receiving Party’s review; or (ii) within five (5) business days of the request of Disclosing Party.

# **7. Injunctive Relief.** Receiving Party acknowledges that Disclosing Party will be irreparably harmed if Receiving Party’s obligations under this Agreement are not specifically enforced and that Disclosing Party would not have an adequate remedy at law in the event of an actual or threatened violation by Receiving Party of its obligations. Therefore, Receiving Party agrees that Disclosing Party shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Receiving Party, its employees and agents, or “Approved Third Party” without the necessity of Disclosing Party showing actual damages or that monetary damage would not afford an adequate remedy. Receiving Party shall compensate all economic losses that Disclosing Party incurred (including but not limited to direct economic losses, losses of benefits that the Disclosing Party would otherwise obtain, and related attorney fees, litigation costs, security charges, and so on).

# **8. No Required Disclosure or Further Obligation.** Nothing contained herein shall be construed as requiring either party to disclose any Confidential Information to the other. Any such disclosure shall be made in the sole discretion of the Disclosing Party. Neither party shall be under any obligation of any kind whatsoever to enter into any further agreement with the other party by reason of this Agreement, including any agreement with respect to the Business Relationship.

# **9. non-Solicitation.** Upon execution of this Agreement and for a period of one (1) year thereafter both parties agree not to solicit for employment of any employee of the other without the prior written consent of the other party.

# **10. Term.** Except as provided herein, this Agreement, and all rights and obligations contained herein, shall terminate ten (10) years after the Effective Date (except for trade secrets, which shall be held in confidence for so long as they are protected under applicable law as trade secrets).

# **11. General**.

## **11.1 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of New Jersey, USA without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction) suit under this Agreement shall only be brought in a court of competent jurisdiction in New Jersey, USA. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section. Each party waives any right it may have to assert the doctrine of forum non convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section.

## **11.2 Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

## **11.3 Survival.**  The provisions of Sections 3 through 7, inclusive, and 9 through 11, inclusive, of this Agreement shall survive any expiration or termination of this Agreement.

## **11.4 No Joint Venture.** The Parties hereto agree that this Agreement is for the purposes of protecting Disclosing Party’s Confidential Information only. This Agreement is not a joint venture or other such business arrangement; and any agreement between the Parties as to any existing or future business activities is or will be set forth in other or subsequent written agreements, respectively.

## **11.5 Counterparts.** This Agreement may be executed in one or more counterparts, or by facsimile, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

## **11.6 Entire Agreement.**  This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings. This Agreement shall not be modified except in writing signed by both Parties.

The Parties hereto have executed this Agreement by their duly authorized representatives with full rights, power and authority to enter into and perform this Agreement.

12. ADDRESSES FOR NOTICES

**NanoBiotec, LLC**

Address: 628 NJ-10, Suite 10, Whippany, NJ 07981

Phone: 862.812.7093

Attention:

E-mail:

**XXXX Scientific Inc.**

Address:

Phone:

Attention:

E-mail:

***“NBT”*  NanoBiotec, LLC**

 Signed By:

 Print Name of Signatory:

 XXXX, Ph.D.

 Title: Head, R&D Operation

 Dated: 6/30/2021

***“XXX”*  XXXX Inc.**

 Signed By:

 Print Name of Signatory:

 XXXX, Ph.D.

 Title: President

 Dated: 6/30/2021