**MUTUAL NON-DISCLOSURE AGREEMENT**

This MUTUAL NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is entered into this 17 November 2022 (the “**Effective Date**”) by and between:

1. **RiboPro B.V.** with corporate offices at Kloosterstraat 9, 5349 AB, Oss, The Netherlands, legally represented by Sander van Asbeck (“**RiboPro**”);

and

1. [Entity/person], with an address at [address] (“**Company**”).

RiboPro BV and Company and their representatives may each be referred to from the time to time herein as a “**Party**” and may collectively be referred to herein as the “**Parties**”.

WHEREAS: It is understood and agreed that both Parties possess certain confidential and proprietary information and are willing to disclose such confidential and proprietary information to each other, to evaluate a possible business relationship in the field of [gene editing] with RNA/mRNA between them pertaining to potential collaboration (“**Business Relationship**”) subject to the terms and conditions set forth herein.

WHEREAS, the Parties desire to explore a possibility of entering into a Business Relationship with regard to RiboPro providing services and/or products concerning custom and off-the-shelf messenger RNA (mRNA) and long-non-coding RNA (lncRNA) to Company (the “**Purpose**”);

**The Parties agree as follows:**

1. The confidential information to be disclosed under this Agreement (“**Confidential Information**”) can be described as and includes:

all trade secrets or confidential or proprietary information designated as such in writing by the disclosing party (“**Disclosing Party**”), whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Disclosing Party. Notwithstanding the foregoing, information which is orally or visually disclosed to the other Party (“**Receiving Party**”) by the Disclosing Party, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Confidential Information if (i) it would be apparent to a reasonable person, familiar with the Disclosing Party’s business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party or (ii) if the Disclosing Party, within thirty (30) calendar days after such disclosure, delivers to the Receiving Party a written document or documents describing such Confidential Information and referencing the place and date of such oral, visual or written disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made..

2. Confidential Information of a Disclosing Party shall not include information that the Receiving Party can demonstrate by competent written proof: (a) is now, or hereafter becomes, through no breach of this Agreement by the Receiving Party, generally known or available; (b) is known by the Receiving Party at the time of receiving such information, as evidenced by its pre-existing written records; (c) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is hereafter independently developed by the Receiving Party without reference to or reliance upon Confidential Information and without any breach of this Agreement.

3. The Parties agree that they shall only share Confidential Information that is relevant for the Purpose as defined in this Agreement. And that whenever there will be discussions about other projects outside the scope of the Purpose, this Agreement shall not apply and a specific confidentiality agreement for this other purpose has to be signed by the Parties.

Company acknowledges that RIBOPRO is currently pursuing multiple projects directly or indirectly related to the Confidential Information as defined in article 1 and continuously starts new projects in this field some of which may currently only exist as idea, technical or experimental design or otherwise incomplete development. Company agrees that RiboPro has the explicit right “not to know” such Confidential Information and will prior to disclosing Confidential Information describe the nature of the Confidential Information such that RIBOPRO may exercise its right “not to know”.

4. The Parties shall use the Confidential Information only for the Purpose of performing agreed upon, evaluating potential Business Relationships. Each Party agrees not to use the Confidential Information in any way or manufacture, modify, reverse engineer or test any product embodying Confidential Information, except for the purpose authorized by the Disclosing Party.

5. The Receiving Party shall maintain all Confidential Information in trust and confidence and shall not disclose any Confidential Information to any third party. The Receiving Party may use Confidential Information solely for the purpose of evaluating and pursuing a Business Relationship, and for no other purpose. The Receiving Party shall not use Confidential Information for any purpose or in any manner that would constitute a violation of any laws or regulations, including, without limitation, any applicable export control laws. The Receiving Party shall only permit access to Confidential Information to those of the Receiving Party’s representatives, affiliates’, directors, officers, employees, and other authorized representatives (collectively, “**Representatives**”) who have a need to know such information in order to accomplish the purposes of this Agreement and shall first impose written confidentiality and non-use obligations on such Representatives materially equivalent to those imposed on the Receiving Party under this Agreement. The Receiving Party shall be responsible for any breach of this Agreement by any of its Representatives. The Receiving Party shall immediately notify the Disclosing Party in the event of any loss or unauthorized disclosure of any Confidential Information.

6. Each Party agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

7. Notwithstanding Section 4, the Receiving Party may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is required by a valid order of a court or other governmental body having jurisdiction or is otherwise required by law or regulation provided that the Receiving Party shall, to the extent legally permissible, assert the confidential nature of the information, and without undue delay, notify the Disclosing Party in writing of such request. The Receiving Party shall further, at Disclosing Party’s request and expense, cooperate with the Disclosing Party’s efforts to contest such requirement, to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued or the law or regulation required, or to obtain other confidential treatment of such Confidential Information.

8. Confidential Information shall not be reproduced by the Receiving Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by the Receiving Party of any Confidential Information of the Disclosing Party shall be and remain the property of the Disclosing Party and shall contain any and all confidential or proprietary notices or legends which appear on the original. All Confidential Information (including all copies thereof) shall at all times remain the property of the Disclosing Party. At the Disclosing Party’s written request, the Receiving Party shall return to the Disclosing Party or destroy (and certify in writing the destruction of) all Confidential Information (including all copies thereof) in the Receiving Party’s possession; provided, however, that the Receiving Party may retain a single copy of the Confidential Information in the Receiving Party’s legal archives for the sole purpose of monitoring compliance with its continuing obligations hereunder. If there are any samples, materials, or data of the Disclosing Party in the possession of the Receiving Party, the Disclosing Party shall instruct the Receiving Party on how to return or dispose of such samples, materials, or data within two (2) weeks after the expiration of the Agreement; if no such instruction is received by the Receiving Party, then the Receiving Party shall dispose of such samples, materials, or data at its own discretion in accordance with the applicable laws.

9. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either Party any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in Section 3. Furthermore, and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

10. Neither party has an obligation under this Agreement to purchase any service, goods, or intangibles from the other party. Furthermore, both Parties acknowledge and agree that the exchange of information under this Agreement shall not commit or bind either party to any present or future contractual relationship (except as specifically stated herein), nor shall the exchange of information be construed as an inducement to act or not to act in any given manner.

11. The Confidential Information is provided “as is.” THE DISCLOSING PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Without limiting the generality of the foregoing, the Disclosing Party makes no warranty as to the accuracy or completeness of the Confidential Information. The Disclosing Party shall have no liability to the Receiving Party or any of its Representatives resulting from the Receiving Party’s or its Representatives’ use of Confidential Information, and the Receiving Party shall indemnify the Disclosing Party and hold the Disclosing Party harmless from and against all liabilities and losses arising out of the Receiving Party’s or its Representatives’ use of Confidential Information. Neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either Party’s decision to use or rely on any information exchanged under this Agreement.

12. The Parties shall comply with applicable data protection law. Due to the data protection legislation effective as of May 25, 2018 stated in the European General Data Protection Regulation 2016/679 (GDPR) and any, additional agreements between the Parties may be required, to the extent that the Receiving Party receives and/or processes and uses personal data, collected on behalf of and transferred by the Disclosing Party. In order to comply with the new data protection law, Parties may be obliged to enter into any additional agreements required by the applicable law.

13. If there is a breach or threatened breach of any provision of this Agreement, it is agreed and understood that the non-breaching Party shall have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

14. The term of this Agreement will begin on the Effective Date and expire on the first anniversary of the Effective Date. Either Party may terminate this Agreement prior to its expiration upon 30 days’ prior written notice to the other Party. The provisions of Sections 4, 5, 6, 7, 8, 10, 11, 12, 15 and 16 of this Agreement, including the Parties’ respective rights and obligations thereunder, shall survive expiration or any termination of this Agreement and continue for a period of five (5) years from the date of such expiration or termination.

15. This Agreement is made under and shall be construed according to the laws of the Netherlands. In the event that this agreement, is breached, any and all disputes must be settled in a court of competent jurisdiction in the Netherlands.

16. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

17. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment or transfer in violation of the foregoing shall be null and void.

18. This English version of this Agreement is legally binding. Explicitly, any translations of this Agreement are non-binding.

19. This Agreement states the entire agreement between the Parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both Parties.

**WHEREFORE**, the Parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

RiboPro:

Name (Print or Type): Alexander Henrik (Sander) Baron van Asbeck

Company: RiboPro BV

Address: Kloosterstraat 9

City, State & Zip: Oss, 5349 AB

Signature:

Date:

Company:

Name (Print or Type):

Company:

Title:

Address:

City, State & Zip:

Signature:

Date: