**MUTUAL NON-DISCLOSURE AGREEMENT**

This MUTUAL NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is entered into this 06 February 2024 (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 [Subject] 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 [Purpose] to Company (the “**Purpose**”);

**The Parties agree as follows:**

1. **“Affiliate”** shall mean a company, whether a corporation or other business entity, that is controlling, controlled by or under common control with a Party.

“**Control**” shall mean the direct or indirect ownership of more than fifty percent (50%) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.

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 or its Representatives and Affiliates. Notwithstanding the foregoing, information which is orally or visually disclosed to the other Party (“**Receiving Party**”) by the Disclosing Party or its Representatives and Affiliates, 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 or its Representatives and Affiliates, generally known or available to the public; (b) is rightfully 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.

Specific aspects or details of Confidential Information will not be deemed to be publicly available or in the possession of Receiving Party merely because the Confidential Information is embraced by more general information that is known to the public or in the possession of Receiving Party. Further, any combination of individual elements of Confidential Information shall not be considered known to the public or in the possession of Receiving Party merely because one or more individual elements of such combination are known to the public or in the possession of Receiving Party; rather such combination shall only be considered known to the public or in the possession of Receiving Party if the combination of each of the individual elements of the combination is known to the public or in the possession of Receiving Party.

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.

The Parties acknowledge that each Party may currently be 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. The Parties agree that each Party has the explicit right “not to know” such Confidential Information and will prior to disclosing Confidential Information describe the nature of the Confidential Information allowing the Receiving Party to exercise its right “not to know”.

4. The Parties shall use the Confidential Information only for the Purpose agreed upon, including evaluating potential Business Relationships. Each Party agrees not to use the other Party’s Confidential Information in any way or manufacture, modify, reverse engineer decompile, disassemble or test any product embodying Confidential Information, or copy the Disclosing Party’s 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, consultants 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 to a reasonable degree, and 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. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Disclosing Party, the Receiving Party is nonetheless, as advised by counsel, legally compelled to disclose Confidential Information, the Receiving Party may, without liability hereunder, disclose only that portion of Confidential Information which such counsel advises the Receiving Party is legally required to be disclosed, provided that, upon request by the Disclosing Party, the Receiving Party will use commercially reasonable efforts to preserve the confidentiality of 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. The Receiving Party shall return to the Disclosing Party or destroy (and certify in writing signed by an authorized Representative of Receiving Party, the destruction of) all Confidential Information (including all copies, notes, memoranda, reports, or other items thereof) in the Receiving Party’s possession immediately following:

(i) a determination by either Party not to enter into an arrangement with the other of the kind contemplated herein;

(ii) upon written request of the Disclosing Party; or

(iii) the expiration or termination of this Agreement.

Notwithstanding the foregoing, 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. Access to such retained documents and records will be limited to the applicable Party’s and its Representative’s legal counsel, IT personnel, compliance officers and compliance representatives. Notwithstanding the return or destruction of Confidential Information, the Receiving Party and its Representatives will continue to be bound by their respective obligations of confidentiality and other obligations hereunder. The obligation to return or destroy/delete as well as the prohibition to copy do also not apply to routinely made backup copies of the electronic data transfer and to Confidential Information and copies thereof that the receiving Party is required to store pursuant to the applicable laws. These copies and retained Confidential Information will continue to be governed, however, by the terms and conditions of this Agreement. 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 4. 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. In order to comply with the European General Data Protection Regulation 2016/679, effective as of May 25, 2018 , (GDPR), the Parties shall enter into any additional agreements if and when the Receiving Party receives and/or processes and uses personal data, collected on behalf of and transferred by the Disclosing Party.

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, 14, 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.

20. Except where the context requires otherwise, whenever used: the singular includes the plural; the plural includes the singular; and the use of any gender is applicable to all genders. Whenever this Agreement refers to a number of days, unless otherwise specified, such number refers to calendar days. The term “include” or “including” or “includes” as used in this Agreement means including, without limiting the generality of any description preceding such term. The wording of this Agreement will be deemed to be the wording mutually chosen by the Parties and no rule of strict construction may be applied against any Party. The words “hereof”, “herein”, “hereby” and derivatives or similar words refer to this entire Agreement. Notwithstanding any judicial, regulatory or legal interpretation to the contrary, wherever used, the words “shall”, “will”, and “must” are each understood to be imperative or mandatory in nature.

21. This Agreement may be signed in two or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. The Parties agree that the execution of this Agreement by industry standard electronic signature software and/or by exchanging a faithful and durable copy with PDF signatures shall have the same legal force and effect as the exchange of original signatures.

**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: