MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (the “Agreement”) is made and entered into as of enter dayday of enter month, 2023 by and between Enter party located at enter address **(“Counterparty”)** and Novel Biotechnology Inc., located at 81 Zenway Blvd, Unit 3A Vaughan, Ontario, L4H 0S5, Canadaand Novel Biotechnology USA, Inc., located at 4023 NE Hancock St. Portland, OR 97212 (collectively known as **“Company”**). Counterparty and Company are sometimes referred to in this Agreement as the “Parties” or individually as a “Party.”

WHEREAS, the parties to this Agreement are about to begin or have begun discussions regarding a potential business relationship (the “Relationship”) in connection with which each Party may disclose its Confidential Information to the other.

WHEREAS, each Party may disclose to the other Confidential Information (as defined below) for

purposes of evaluating their interest in working together to pursue a possible business transaction and related activities (“Business Purpose”), which if disclosed or misused by the Recipient (as defined below) could cause severe and irreparable harm to the Provider (as defined below).

WHEREAS, each of the Parties is willing to provide to the other Party, or grant it access to,

information, including Confidential Information, in reliance upon and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Definitions.

a. Provider and Recipient. Each of the Counterparty and Company shall, (i) in its capacity as the Party disclosing or providing Confidential Information, be referred to as a “Provider;” and(ii) in its capacity as the Party receiving Confidential Information, be referred to as a “Recipient.”

b. Confidential Information. As used in this Agreement, the term “Confidential Information” shall mean all information, ideas, concepts, plans, and data, not generally known, relating to the Provider’s, including its Affiliates, business or operations, whether in writing, by computer memory, orally or in any other manner; including but not limited to, trade secrets, customer and vendor lists, business and marketing plans, financial information and projections; business partners; pricing of products and services; product handling strategies; technology plans and designs; trademark and logo designs; internet site designs, look, and functional features; software or computer applications; research; scientific information; clinical information; operational information; agreements and business terms with suppliers, customers, providers of services, and other contracted entities; and requirements of customers and potential customers. The existence of this Agreement and the Relationship are also considered Confidential Information. Notwithstanding the foregoing, the term Confidential Information shall not include information that (i) is or becomes generally known through no action or inaction on the part of the Recipient or any of its Representatives (as defined below) in violation of this Agreement; (ii) was known by or available to the Recipient on a non-confidential basis prior to disclosure to the Recipient by the Provider; (iii) is rightfully received by the Recipient from a third party that is not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation; or (iv) is independently developed by the Recipient under circumstances not involving a breach of this Agreement by Recipient or any of its Representatives (as defined below). Although still considered Confidential Information, Recipient will not be in breach of this Agreement as a result of disclosing Confidential Information, in accordance with Section 4, pursuant to a lawful requirement or request from a governmental agency acting within its jurisdiction or as otherwise required by law.

c. Representatives. As used in this Agreement, the term “Representatives” shall mean, with respect to any Party, such Party’s Affiliates, directors, officers, employees, agents, counsel, consultants, or other representatives. “Affiliate” means, with respect to a Party to this Agreement, any corporation or other legal entity that controls, is controlled by, or is under common control with such Party. For purposes of this definition, “control” means the ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities of a corporation or entity, or the right to receive fifty percent (50%) or more of the profits or earnings of an entity, or the right to vote for or appoint a majority of the board of directors or other governing body of such entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such entity.

2. Proprietary Nature and Use of Confidential Information. Each Recipient recognizes that the Provider is engaged in a competitive business, and that the Provider, through its research, creativity, and experience has developed and acquired valuable Confidential Information. Upon the reasonable request of the Recipient, the Provider may disclose Confidential Information to such Recipient during the term of this Agreement for the Business Purpose. Each Recipient acknowledges the confidential and proprietary nature of the Confidential Information and agrees to use the Confidential Information solely for the Business Purpose. The Recipient shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the Disclosing Party, including without limitation, cause or permit the reverse engineering, reverse assembly or reverse compilation of any Proprietary Information of the Disclosing Party or include any Proprietary Information of the Disclosing Party in any patent or patent application, without the prior written consent of the Disclosing Party.

Each Recipient acknowledges and agrees that all property, including intellectual property in the Confidential Information including any documents, files and other items containing any Confidential Information, shall remain with and be vested in the Disclosing Party.

3. Disclosure and Confidentiality of Confidential Information. Subject to the provisions of Section 4, each Recipient agrees (a) to treat as confidential all Confidential Information which has been made, or may become, available to it or any of its Representatives in connection with the Business Purpose; (b) to use reasonable efforts to protect Confidential Information delivered to it, and limit access to such Confidential Information to those Representatives who need to know such Confidential Information in connection with the Business Purpose; (c) to use reasonable efforts to prevent copies of Confidential Information being made except to the extent necessary for the Business Purpose; (d) to use reasonable efforts to prevent disclosure of any Confidential Information by any Representatives to unauthorized parties; (e) not to use any Confidential Information in any manner or for any purpose, internal or external, commercial or non-commercial, other than for the Business Purpose; and (f) to notify the Provider in the event it becomes aware of any unauthorized disclosure of the Confidential Information. Recipient may disclose Confidential Information only to those of its Representatives who are directly involved in the Business Purpose, provided that each such Representative (i) is required to protect and otherwise not disclose or use the Confidential Information except as provided in this Agreement, (ii) is advised of the confidential nature of the Confidential Information, and (iii) agrees to be bound by the provisions of this Agreement. Recipient will be responsible for any breach of the provisions of this Agreement by any of its Representatives.

4. Disclosures Required by Law. In the event that a Recipient, or any of its Representatives, is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any Confidential Information, such Recipient, to the extent practicable and permissible under applicable law, will notify the Provider promptly so that the Provider may seek a protective order or other appropriate remedy or, in such Provider’s sole discretion, waive compliance with the terms of this Agreement. The Recipient agrees to use reasonable efforts to cooperate with the Provider, at the Provider’s expense, in connection with the Provider’s efforts to prevent disclosure or seek confidential treatment or any other remedy respecting such requested or required disclosure. In the event that no protective order or other remedy is obtained in a timely manner so as to avoid violation by the Recipient of the applicable law, regulation or legal process, or in the event that Provider does not timely waive Recipient’s compliance with the terms of this Agreement, then the Recipient will furnish only that portion of the Confidential Information that, in the written opinion of its outside legal counsel, such Recipient is legally required to furnish.

5. Ownership and Return of Information. All Confidential Information of a Provider hereunder shall be and remain the property of such Provider. A Recipient shall not obtain any rights in or to any Confidential Information disclosed to such Recipient as a result of such disclosure. If either Party notifies the other that it has no further interest in pursuing a Relationship, or if the Parties discontinue an existing Relationship, then, upon the written request of the Provider, the Recipient shall destroy or return promptly to the Provider all Confidential Information received under this Agreement. Notwithstanding the above, Recipient (i) may retain a copy of the other Party’s Confidential Information for the sole purpose of ensuring compliance and such copy may only be used for such purpose, and (ii) shall not be required to purge any Provider Confidential Information stored in its electronic archive system, provided that such copy is not used for any purpose; and further provided that such copies remain subject to the confidentiality and non-use obligations of this Agreement. Upon the Provider’s request and subject to the above exception, each Recipient, or an authorized Representative of the Recipient, as applicable, shall certify to the Provider that all Confidential Information has been destroyed or returned to the Provider. The failure of the Parties to enter into or continue a Relationship or the Recipient to return the Confidential Information in accordance with this Section shall not relieve the Parties of their obligations under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. Remedies. The Parties acknowledge and agree that great loss and irreparable damage may be suffered by the Provider if the Recipient should breach or violate any of the terms or provisions of the covenants and agreements set forth herein. The Recipient further acknowledges and agrees that each such covenant and agreement is reasonably necessary to protect and preserve the interest of the Provider in the Confidential Information. Therefore, in addition to all of the remedies provided by law or in equity, the Recipient agrees that the Provider may be entitled to equitable relief by way of temporary or permanent injunction and to such other relief as any court of competent jurisdiction may deem just and proper.

7. Entire Agreement. This Agreement contains the complete understanding between the Parties with respect to the treatment of Confidential Information and may not be varied or terminated otherwise than in accordance with its terms, except by mutual written agreement by the Parties.

8. Governing Law. This Agreement and the parties’ rights and obligations hereunder shall be governed by the laws of the State of Delaware and the parties agree to attorn to the exclusive

jurisdiction of the courts of the State of Delaware.

9. No Assignment. Neither Party shall assign its rights under this Agreement without the prior written consent of the other Party, provided that a Party may assign or transfer its rights under this Agreement without such consent, by operation of law or otherwise, (i) to its Affiliates, any person or entity, or (ii) to its successor in interest by way of merger, acquisition, or substantially all of the Party’s business or assets to which this Agreement relates. In the case of permitted assignment or transfer, this Agreement shall be binding upon, and inure to the benefit of, the Parties’ successors and assigns. Any attempted or purported assignment or delegation in violation of this Section will be void and shall entitle the other Party to terminate this Agreement.

10. No Waiver. The breach by a Party of any other agreement or instrument between the Parties shall not excuse or waive the other Party’s performance under, and compliance with, this Agreement. Failure by either Party to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver of relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

11. Non-Binding Nature of Discussions. This Agreement is not a binding agreement to negotiate, consummate, or continue any Relationship. Each Party agrees that until a particular Relationship is agreed to in writing by the Parties, neither Party, nor its Representatives, will be under any legal obligation to the other Party of any kind whatsoever except for the matters which are the subject of this Agreement. Company further acknowledges and agrees that, prior to the execution of this Agreement and prior to any of the discussions described herein, the Parties may have discussed, developed, and implemented other business relationships similar to the Relationship, and that this Agreement shall not restrict any Party from continuing to discuss, develop, or implement arrangements similar to the Relationship with other parties provided that any Party does not violate the covenants contained herein with respect to Company’s Confidential Information.

12. Severability. The provisions of this Agreement are divisible; if any provision of this Agreement shall be found to be invalid or unenforceable, the other provisions of this Agreement shall not be affected thereby, and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the full extent permitted by law.

13. Counterparts. This Agreement may be executed in counterpart and shall be deemed to have been entered into on the date which appears at the head of the first page hereof. Counterparts of this Agreement may be delivered by fax transmission, electronic signature or by scanning and emailing it. A collection of counterparts of this Agreement bearing between them the signatures of both Parties shall be deemed to be one original fully executed copy of it, to be for all purposes as effective as if the Parties had executed and delivered manually signed copies of this Agreement each to the other.

14. Term of Agreement. This Agreement shall apply to disclosures of Confidential Information made on or before the (5) five-year anniversary of the date of this Agreement (including, for the avoidance of doubt, disclosures of Confidential Information made before the date of this Agreement). This Agreement shall have a term of (5) five years from the date of this Agreement. Notwithstanding anything to the contrary in this Agreement, with respect to any trade secrets disclosed under this Agreement, the term of this agreement shall extend indefinitely to such trade secrets for so long as such information remains a trade secret under applicable laws.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date set forth above.

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| **Novel Biotechnology Inc.** |  | **Enter Party** |
| **Novel Biotechnology USA, Inc.** |  |  |
|  |  |  |
| Authorized Signature |  | Authorized Signature |
| **Print Name: Konstantin Rodionov** |  | **Print Name:**  |
|  |  |  |
| **Print Title: Co-Founder, Executive** |  | **Print Title:** |
|  |  |  |
| **Date:**  |  | **Date:**  |