

MUTUAL NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is entered into by and between:

1. **Palmyra Biopharma LLC**, a corporation organized and existing under the laws of the Russian Federation, having its registered office at [Insert Address], represented by its Director [Insert Name], acting on the basis of the Articles of Association (hereinafter referred to as the "Disclosing Party" or "Company"), and
2. **[Insert Counterparty Name]**, a corporation organized and existing under the laws of [Insert Country], having its registered office at [Insert Address], represented by [Insert Title and Name], acting on the basis of [Insert Document/Power of Attorney] (hereinafter referred to as the "Receiving Party").

The Disclosing Party and the Receiving Party may collectively be referred to as the "Parties" and individually as a "Party."

1. OBJECT OF THE AGREEMENT AND SCOPE OF APPLICATION

- 1.1. The Parties intend to engage in discussions and collaboration regarding research, development, and strategic partnerships in the fields of biopharmaceuticals, systemic autoimmune diseases, and multi-targeted oncology (the "Purpose").
- 1.2. In connection with the Purpose, the Disclosing Party may disclose to the Receiving Party certain highly confidential proprietary, technical, scientific, and business information.

2. DEFINITION OF CONFIDENTIAL INFORMATION

- 2.1. "Confidential Information" means any and all information disclosed by the Disclosing Party to the Receiving Party, whether orally, visually, in writing, or in electronic or biological form. This includes, but is not limited to, scientific research data, clinical trial designs and results, biological materials, chemical structures, source codes, algorithms, software, know-how, formulas, patents in development, business plans, and financial data.
- 2.2. All information related to the Disclosing Party's core research in systemic autoimmune diseases and multi-targeted oncology is considered Confidential Information by default from the moment of its creation or disclosure, regardless of whether it is marked with a "Confidential" or "Proprietary" stamp.

3. STRICT NON-COPYING AND SECURITY OBLIGATIONS

- 3.1. The Receiving Party shall hold the Confidential Information in strict confidence and shall use it solely for the Purpose specified in this Agreement. The Receiving Party shall not disclose, publish, or disseminate Confidential Information to any third party without the prior written consent of the Disclosing Party.
- 3.2. **Absolute Non-Copying Ban:** The Receiving Party is strictly prohibited from copying, duplicating, scanning, photographing, reproducing, or downloading any Confidential Information, including but not limited to source codes, databases, proprietary software, and biological materials, without express written authorization from the Disclosing Party. No protection or exemption from this non-copying clause shall be granted.
- 3.3. The Receiving Party shall restrict access to Confidential Information to those of its employees who have a legitimate "need to know" and who are bound by confidentiality obligations at least as restrictive as those contained herein.

4. PENALTIES AND REMEDIES FOR BREACH

- 4.1. In the event of unauthorized use, disclosure, or copying of the Confidential Information by the Receiving Party or its representatives, the Receiving Party shall immediately notify the Disclosing Party in writing.
- 4.2. **Fixed Penalty:** For any single instance of breach of this Agreement (including unauthorized copying, transfer, or leakage of information), the Receiving Party shall pay to the Disclosing Party a contractually agreed fixed penalty in the amount of **5,000,000 RUB (Five Million Russian Rubles)** (or the equivalent in foreign currency at the official exchange rate on the date of payment) within ten (10) business days from the date of the

Disclosing Party's written demand.

4.3. **Full Indemnification:** The payment of the fixed penalty specified in Clause 4.2 shall not limit the Disclosing Party's right to claim full indemnification for all actual damages, lost profits, and legal expenses incurred as a result of the breach, in excess of the penalty amount.

5. TERM AND MAXIMUM DURATION OF PROTECTION

5.1. This Agreement shall enter into force on the date of its execution by both Parties.

5.2. **Perpetual Protection:** The obligations of confidentiality, non-use, and the strict non-copying restrictions set forth herein shall survive the termination or expiration of any business relationship between the Parties and shall remain in effect **indefinitely (perpetually)**, representing the maximum duration of protection permitted under applicable law.

6. MISCELLANEOUS

6.1. All Confidential Information remains the sole property of the Disclosing Party. No license or intellectual property rights are granted under this Agreement.

6.2. This Agreement shall be governed by and construed in accordance with the laws of the Russian Federation. Any disputes arising out of or in connection with this Agreement shall be referred to the exclusive jurisdiction of the competent court at the Disclosing Party's registered address.

7. SIGNATURES AND DETAILS OF THE PARTIES

Disclosing Party:

Palmyra Biopharma LLC

Address: _____

By: _____

Name: _____

Title: Director

Date: _____

Receiving Party:

[Insert Counterparty Name]

Address: _____

By: _____

Name: _____

Title: _____

Date: _____