

NANOPEC, INC.

**CONFIDENTIAL DISCLOSURE AGREEMENT**

This Confidential Disclosure Agreement (this “Agreement”) is made as of \_\_\_\_\_, 2024 (the “Effective Date”), by and between Nanopec Inc., a Delaware corporation (the “Discloser”), and \_\_\_\_\_ (“Recipient”).

1. **Purpose.** The Recipient may use the Confidential Information (as defined below) solely for the purpose of establishing preliminary discussions regarding the acquisition of Nanopec Inc. (the “Acquisition”).

2. **Definition of Confidential Information.** “Confidential Information” means all information disclosed (whether in oral, written or other tangible or intangible form) by Discloser to Recipient, or acquired by the Recipient, whether before, on or after the Effective Date, that the Recipient knows or reasonably should know, given the facts and circumstances surrounding the disclosure of the information by the Discloser or acquisition of the information by the Recipient, is confidential or proprietary information of the Discloser. Confidential Information includes, without limitation: technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, mask works, engineering designs and drawings, hardware configuration information, regulatory information, medical reports, clinical data and analysis, reagents, cell lines, biological materials, chemical formulas, agreements with third parties, lists of, or information relating to, employees and consultants of the Discloser (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, investor’s purchase agreements, budgets or other business information disclosed by Discloser. Confidential Information also includes the purpose of the Acquisition and the existence of this Agreement and the fact that the parties may be or are involved in negotiations with respect to a possible business Acquisition or other transactions. The parties also acknowledge and agree that any analyses, compilations, studies or other embodiments or derivatives of Confidential Information of the Discloser prepared by the Recipient (or anyone to whom it discloses such Confidential Information) will be owned solely by the Discloser and treated as Confidential Information of the Discloser hereunder. However, Confidential Information excludes any information that the Recipient can prove by clear and convincing evidence (a) was publicly known before the Discloser’s disclosure of the information, or becomes publicly known, through no violation of the terms of this Agreement, after the Discloser’s disclosure of the information; (b) was already known by or in the possession of Recipient at the time of disclosure without any obligation of confidentiality; (c) was obtained by the Recipient from a third party without a breach of such third party’s obligations of confidentiality; or (d) was independently developed by Recipient in the course of work by its employees or other service providers, who neither used nor had access to Confidential Information.

3. **Nonuse and Nondisclosure.** Recipient may not use any Confidential Information disclosed to it by Discloser for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Acquisition. Recipient may not disclose or permit disclosure of any Confidential Information of Discloser to third parties or to employees or other service providers of Recipient, other than directors, officers, employees, consultants and agents of Recipient who (a) have a need to know the Confidential Information to carry out the purpose of the Acquisition (each such person, a “Representative”) and (b) are under written obligations of non-disclosure and non-use with the Recipient on terms no less restrictive than those contained in this Section 3. The Recipient further agrees not to (i) reverse engineer, disassemble or decompile any prototypes, software or other

tangible objects that contain or embody any of the Disclosing Party's Confidential Information, or (ii) export or reexport (within the meaning of U.S. or other export control laws or regulations) any of the Disclosing Party's Confidential Information or product thereof. Recipient will take reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures must include the same degree of care that Recipient utilizes to protect its own Confidential Information of a similar nature. Recipient will promptly notify Discloser of any misuse, misappropriation or unauthorized disclosure of Confidential Information of Discloser which may come to Recipient's attention. In any event, the Recipient will be responsible for any breach of this Agreement by its employees, contractors, agents or any Representative, and Recipient will take all reasonable measures (including but not limited to initiating court proceedings) to enforce the terms of this Agreement with respect to such employees, contractors, agents or any Representative.

4. **Permitted Disclosures.** Notwithstanding Section 3, the Recipient may disclose the Confidential Information that the Recipient is required to disclose by law or by a subpoena or order issued by a court of competent jurisdiction (each, a "Court Order"), but solely on the conditions that the Recipient both (a) gives the Discloser written notice of the Court Order within 24 hours after receiving it and (b) cooperates fully with the Discloser before disclosure to provide the Discloser with the opportunity to interpose any objections it may have to disclosure of the information required by the Court Order and seek a protective order, confidential treatment, or other appropriate relief.

5. **DTSA Notice.** The misappropriation of trade secrets (a form of intellectual property) is a violation of law, just like the theft of any property. In addition to state law remedies, the Defend Trade Secrets Act of 2016 (the "DTSA") enables a trade secret owner to bring a trade secret misappropriation case in federal court. Notwithstanding any other provision of this Agreement to the contrary, pursuant to the DTSA, Recipient understands that Recipient will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, Recipient understands that the DTSA generally permits an individual to disclose trade secrets to the individual's attorney in the course of pursuing a lawsuit where the person alleges retaliation for reporting a suspected violation of the law (or uses the trade secret information in such lawsuit, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order). The DTSA does not, however, preclude the trade secret owner from seeking breach of contract remedies. Recipient understands the foregoing is a very generalized summary of the immunity provisions of the DTSA intended to satisfy the notification requirements of the DTSA and that Recipient is advised to seek legal counsel before disclosing any trade secrets if Recipient intends to seek immunity under the DTSA.

6. **Return of Materials.** Recipient may not, except as otherwise expressly authorized by Discloser, make any copies or duplicates of any Confidential Information. Any materials or documents that have been furnished by Discloser to Recipient in connection with the Acquisition will be and remain the property of the Discloser and must be promptly destroyed or returned by Recipient, accompanied by all copies of such documentation, within 10 days after the earlier of (a) the rejection or conclusion of the Acquisition or (b) the written request of Discloser; *provided, however*, that Recipient may at its option retain one copy of such materials or documents for archival purposes only. Thereafter, the Recipient will not use the Discloser's Confidential Information in any manner for any purpose. Upon the Discloser's request, the Recipient will certify in writing its destruction of the Confidential Information.

7. **No Rights Granted.** Nothing in this Agreement will be construed as granting any license or rights under any patent, copyright, trade secret or other proprietary or intellectual property right of Discloser, nor will

this Agreement grant Recipient any rights in or to Discloser's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Acquisition. Nothing in this Agreement requires the disclosure of any Confidential Information, which may be disclosed, if at all, solely at Discloser's option. Nothing in this Agreement requires the parties to proceed with or complete the Acquisition or any transaction in connection with which the Confidential Information may be disclosed, and each party reserves the right, at any time and in its sole and absolute discretion, to terminate discussions concerning the Acquisition.

8. **Warranty; Disclaimer.** The Discloser represents and warrants that it has the right to make the Confidential Information available to the Recipient. The Discloser does not make any other representation or warranty, express or implied, with regard to any Confidential Information and makes available all Confidential Information "AS IS."

9. **Term.** The foregoing commitments of each party will survive any termination of the Acquisition between the parties, and will continue for a period terminating on the later of the date (a) that is 3 years from the date on which Confidential Information is last disclosed under this Agreement or (b) on which all Confidential Information becomes publicly known and generally available through no action or inaction of the Recipient, *provided, however, that* such duties and obligations with respect to Confidential Information that constitutes a trade secret of Discloser will continue so long as such Confidential Information remains a trade secret under applicable law.

10. **No Partnership; No Obligation.** Nothing contained in this Agreement will be construed to (a) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (b) obligate either party to enter into any contract, transaction or other relationship.

11. **Remedies; Fees.** Each party's obligations set forth in this Agreement are necessary and reasonable in order to protect Discloser and its business. Due to the unique nature of Discloser's Confidential Information, monetary damages would be inadequate to compensate Discloser for any breach by Recipient of its covenants and agreements set forth in this Agreement. Accordingly, the parties each agree and acknowledge that any such violation or threatened violation may cause irreparable injury to Discloser and, in addition to any other remedies that may be available, in law, in equity or otherwise, including, without limitation, any protections afforded under applicable trade secret laws, Discloser will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Recipient, without the necessity of proving actual damages and without the necessity of posting a bond (or other security). The prevailing party will be entitled (in addition to any other remedies) to recover any and all costs and expenses (including, without limitation, reasonable attorneys' fees) that it may incur in connection with any legal action to enforce this Agreement or to recover damages or other relief on account of any breach of this Agreement.

12. **Miscellaneous.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed and interpreted in accordance with the laws of the State of Arizona, without giving effect to principles of conflicts of law. Each party (a) agrees that all actions and proceedings arising from or related to this Agreement or its subject matter may be litigated in state or federal courts located in Pinal County, Arizona and (b) consents and submits to the personal jurisdiction and venue of any such court. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs,

executors, administrators and legal representatives. The Discloser may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Discloser. Notwithstanding any terms in this Agreement to the contrary, Confidential Information of Discloser may not be assigned without the prior written consent of Discloser, unless the assignee will be the successor entity to the assignor upon the dissolution of the assignor in its present form. Any notice, demand or request required or permitted to be given under this Agreement must be in writing and will be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid. All notices to the Company must be addressed to the Company's headquarters, care of its Chief Executive Officer. All notices to any other party must be addressed to the most recent address set forth in the Company's books and records. If any provision of this Agreement is deemed to be void or unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of this Agreement will be interpreted as if such provision were so excluded and (iii) the balance of this Agreement will be enforceable in accordance with its terms to the extent permitted by applicable law. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement will be deemed to be the product of all of the parties hereto, and no ambiguity will be construed in favor of or against any one of the parties hereto. This Agreement may be executed and delivered electronically (via DocuSign or similar system) and in any number of counterparts, either manually or electronically, each of which when so executed and delivered will be deemed an original, and all of which together will constitute one and the same agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Nanopec, Inc.**

**Recipient:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mario Blanco

Name: \_\_\_\_\_

Title: Founder & CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_