

MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This mutual confidentiality and nondisclosure agreement (the "Agreement") is made effective as of 06/16/ 2021 (the "Effective Date"), by and between Theracell Laboratories, 27 Evrota st. , 145 64, N. Kifissia, Greece (hereinafter referred to as "COMPANY") and Spyridonidis Alexandros, 14562, Greece (the "Collaborator").

Whereas, COMPANY would like to provide certain information to the Collaborator, which is confidential and proprietary to COMPANY, and the Collaborator would like to receive certain information from COMPANY, which is confidential and proprietary to COMPANY.

NOW THEREFORE, in reliance upon and in consideration of the following undertakings, the parties agree as follows:

1. Subject only to the exceptions in Section 2, the term "Confidential Information" shall mean the terms of this Agreement and all information disclosed to the receiving party by or on behalf of the disclosing party, whether disclosed orally or in written, graphic or electronic form, including, but not limited to the disclosing party's business, scientific or technical information such as financial information, budgets, business plans and strategies, business operations and systems, information concerning employees, customers and/or licensees and any patent application, trade secret, invention, idea, procedure, formulation, process, formula or data.
2. Confidential Information shall not include information which the receiving party can demonstrate by competent written proof: (a) is now, or hereafter comes, through no act or failure to act on the part of the receiving party, into the public domain; (b) is known by the receiving party at the time of receiving such information; (c) is independently developed by or for the receiving party by its employees or contractors who did not have access to the Confidential Information.
3. The receiving party shall maintain all Confidential Information in trust and confidence and shall not publish, disseminate or otherwise disclose any Confidential Information or any information generated by the receiving party based upon or derived from Confidential Information obtained under this Agreement to any third party without the prior written consent of disclosing party, except as provided below. The receiving party may only disclose and disseminate Confidential Information or any information generated by the receiving party based upon or derived from Confidential Information obtained under this Agreement to those of its or its employees, officers, directors, consultants and agents (hereinafter referred to as "Authorized Representatives") who have a need to know such information in accordance with the Purpose of this Agreement; provided however that each such Authorized Representative to whom the Confidential Information is disclosed has been advised of the confidential nature of such information and is bound by an obligation of confidentiality to the receiving party under terms no less restrictive than the terms of this Agreement. The receiving party shall be liable for the breach of this Agreement by any of its Authorized Representatives.
4. Notwithstanding any other provision of this Agreement, disclosure of Confidential Information or any information generated by the receiving party based upon or derived from Confidential Information obtained under this Agreement by the receiving party shall not be

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prohibited if such disclosure is required by mandatory law, regulation or valid order of a court or a governmental body or any political subdivision thereof; provided, however, that (a) prior to making any such disclosure the receiving party shall promptly provide the disclosing party with i) written notice of the proposed disclosure and/or order in order to provide the disclosing party with sufficient opportunity to obtain a protective order or similar order preventing or limiting the proposed disclosure and ii) reasonable assistance in seeking such protective order or other similar order and (b) the receiving party shall only disclose the minimum amount of Confidential Information required to be disclosed in order to comply with mandatory applicable law, regulation or order.

5. All Confidential Information, including without limitation any copies or other embodiments thereof, shall at all times remain the property of the disclosing party. Upon request of the disclosing party the receiving party shall either (a) return to disclosing party all copies and other embodiments of the Confidential Information, or (b) destroy all copies and other embodiments of the Confidential Information, except that the receiving party's legal counsel may retain one copy of the Confidential Information in a secure location solely for legal, archival purposes.

6. Unless required by applicable law, the parties undertake to keep secret and not disclose the fact that this Agreement has been entered into as well as the fact that discussions between the parties may be taking place.

7. Unless earlier terminated as provided below, this Agreement shall continue in full force and effect for five (5) years from the Effective Date. This Agreement may be terminated early by either party at any time upon thirty (30) days written notice to the other party. Provisions in this Agreement relating to obligations which have accrued or explicitly or by implication have application beyond the term of this Agreement, including, without limitation, those related to confidentiality, intellectual property and any provision required to interpret and enforce the parties' rights and obligations under this Agreement to the extent required for the full observation and performance of this Agreement shall survive any termination or expiration of this Agreement for a period of ten (10) years from the date of such expiration or termination.

8. Any dispute or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be governed by the Greek laws. The place of arbitration shall be Athens - Greece. If either party engages attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its fees expended in engaging such attorneys. Notwithstanding any other provision of this Section, either party may seek a temporary restraining order or injunction (to the extent permissible by law, without being required to lodge security therefor) against the receiving party in any otherwise competent court in the event of a threatened or actual breach of any confidentiality obligation hereunder, or to prevent the receiving party's wrongful use of any Confidential Information hereunder.

9. The parties' rights and obligations under this Agreement will bind and inure to the benefit of their respective successors, heirs, executors and administrators and permitted assigns. Neither party shall assign or delegate its obligations under this Agreement either in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10. If any provision of this Agreement is found by a proper authority to be unenforceable, that provision shall be replaced by a valid provision reflecting, to the extent possible, the

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intent of the original provision or, if replacement is not possible, the provision shall be severed, and in either case the remainder of this Agreement will continue in full force and effect.

11. This Agreement contains the final, complete and exclusive agreement of the parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by both parties.

12. This Agreement has been prepared in the English language and the English language shall control its interpretation.

13. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery, or three (3) days after the date of mailing when sent by certified or registered mail, postage prepaid, or upon the date such notice is transmitted by facsimile, provided that such transmission is subsequently confirmed by a return receipt.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

AGREED TO:

Theracell Laboratories

27 Evrota st.
145 64, N. Kifissia
Greece

Phone no.: 30 2111021821
Fax no.: +30 210 6090249

By: _____

Print Name: Fotis Sakellaridis

Title: CEO

AGREED TO:

Spyridonidis Alexandros,
Ano Kifisia, 14562,
Greece

By: _____

Print Name: Spyridonidis Alexandros

Title: Prof. of Haematology