

INTERNATIONAL UNILATERAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Biophysics Metabolic Switch™ Technology

Effective Date	_____
Receiving Party	Legal name: _____
Jurisdiction / Country	_____
Receiving Party Address	_____

This International Unilateral Confidentiality and Non-Disclosure Agreement (the “Agreement”) is entered into as of the Effective Date above by and between Cor4mito Inc., a New York corporation and participant in the Long Island High Technology Incubator (LIHTI), a technology-business incubator affiliated with Stony Brook University, with an address at 25 Health Sciences Drive, Stony Brook, New York 11790, United States (“Cor4mito”), and the Receiving Party identified above (“Receiving Party”). Cor4mito and Receiving Party may each be referred to as a “Party” and together as the “Parties.”

1. Purpose

Cor4mito may disclose selected confidential and proprietary information to Receiving Party solely to evaluate a possible collaboration, licensing, research, development, commercialization, distribution, or other business relationship concerning Cor4mito’s Biophysics Metabolic Switch Technology and its possible application in Receiving Party’s field of interest (the “Purpose”). No disclosure creates an obligation to proceed with any transaction or relationship.

2. Confidential Information

“Confidential Information” means all non-public information disclosed or made available by or on behalf of Cor4mito, before or after the Effective Date, in any form, including oral, written, visual, electronic, digital, technical, scientific, business, financial, commercial, or strategic information. It includes, without limitation: the Technology; concepts; inventions; discoveries; methods; principles; designs; models; algorithms; formulations; processes; data; research; test results; know-how; patent strategy; patent applications; PCT applications; national or regional patent filings; drawings; specifications; software; business plans; customers; partners; pricing; and the existence and substance of discussions between the Parties.

3. Exclusions

Confidential Information does not include information Receiving Party can prove by contemporaneous written records: (a) was lawfully known to Receiving Party without confidentiality obligation before Cor4mito disclosed it; (b) becomes publicly available through no breach of this Agreement; (c) is lawfully received from a third party authorized to disclose it without restriction; or (d) is independently developed by Receiving Party without use of or reference to Cor4mito’s Confidential Information. A combination of information is not excluded merely because individual elements are public or independently known.

4. Receiving Party’s Obligations

Receiving Party shall:

- use Confidential Information only for the Purpose and for no other purpose;

- protect Confidential Information using at least reasonable care and no less care than Receiving Party uses for its own similarly sensitive information;
- not disclose Confidential Information to any person except its officers, employees, professional advisers, or contractors who have a genuine need to know for the Purpose and are bound by written confidentiality obligations at least as protective as this Agreement;
- remain responsible for any breach by its Representatives;
- not copy, reproduce, publish, distribute, upload, transmit, sell, license, or otherwise exploit Confidential Information except as strictly necessary for the Purpose;
- not reverse engineer, decompile, disassemble, derive, reconstruct, or attempt to discover any underlying composition, method, principle, or invention from Confidential Information; and
- promptly notify Cor4mito in writing upon discovering any unauthorized access, use, disclosure, loss, or suspected breach and reasonably cooperate in mitigation.

5. Patent, PCT, and Intellectual-Property Protection

Receiving Party acknowledges that the Technology may be protected by trade-secret rights and may be the subject of pending or future patent applications, including applications filed under the Patent Cooperation Treaty (“PCT”) and corresponding national or regional applications. The PCT is a patent-application filing system and does not itself grant a worldwide patent. Nothing in this Agreement grants Receiving Party any license, ownership, priority right, patent right, or other intellectual-property interest.

Receiving Party shall not, without Cor4mito’s prior written consent:

- file, support, or cause any patent, utility-model, design, copyright, regulatory, or other intellectual-property application based on or derived from the Confidential Information or Technology;
- publish, present, disclose, upload, or communicate any Confidential Information or invention-related information that could affect novelty, priority, patentability, or enforceability; or
- challenge, contest, impair, or assist another person in challenging Cor4mito’s ownership or rights in the Technology.

6. Legally Required Disclosure

If Receiving Party is legally required to disclose Confidential Information, it shall, to the extent legally permitted, give Cor4mito prompt written notice before disclosure, disclose only the minimum portion legally required, and reasonably cooperate with Cor4mito’s efforts to obtain a protective order or other confidential treatment.

7. Return or Destruction

Upon Cor4mito’s written request, Receiving Party shall promptly stop using the Confidential Information and, within fifteen (15) days, return or destroy it, including copies, extracts, and summaries, and certify completion upon request. One archival copy may be retained only if required by law or bona fide compliance procedures, remains subject to this Agreement, and is not used for any other purpose.

8. Term and Survival

This Agreement begins on the Effective Date and continues for three (3) years unless terminated earlier by either Party upon written notice. The obligations relating to Confidential Information disclosed before termination survive for five (5) years after the last disclosure. Obligations relating to trade secrets survive for so long as the information remains a trade secret under applicable law. Sections concerning intellectual

property, no license, remedies, governing law, and dispute resolution survive as necessary to give them effect.

9. No License; No Warranty

All Confidential Information remains the property of Cor4mito. No license or other right is granted by implication, estoppel, or otherwise. Confidential Information is provided for evaluation only and without warranty as to accuracy, completeness, merchantability, fitness for a particular purpose, or non-infringement. Cor4mito has no obligation to update or correct it.

10. No Publicity; No Use of Name

Receiving Party shall not use Cor4mito's name, logo, trademarks, Technology name, or the existence of discussions in publicity, marketing, social media, presentations, publications, investor materials, or communications with third parties without Cor4mito's prior written consent.

11. International Compliance

Each Party shall comply with applicable laws relating to export controls, sanctions, technology transfer, data protection, cybersecurity, privacy, and cross-border transmission. Receiving Party shall not transfer Confidential Information to another country or person where prohibited by law or without Cor4mito's prior written authorization when authorization is required.

12. Remedies

Receiving Party acknowledges that unauthorized use or disclosure may cause irreparable harm for which monetary damages may be inadequate. Cor4mito may seek injunctive relief, specific performance, and other equitable remedies, in addition to any remedies available at law, without waiving any other right or remedy.

13. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of New York, United States of America, without regard to conflict-of-law principles. Any dispute arising out of or relating to this Agreement shall be finally resolved by confidential arbitration in English under the rules of the International Centre for Dispute Resolution (ICDR). The seat of arbitration shall be New York, New York, United States of America, and the tribunal shall consist of one arbitrator unless the Parties agree otherwise. Cor4mito may seek temporary, emergency, preliminary, or permanent injunctive relief from any court of competent jurisdiction to protect Confidential Information, trade secrets, patent rights, or related intellectual property. The arbitration and all related materials shall be confidential to the fullest extent permitted by law.

14. Miscellaneous

Entire Agreement. This Agreement is the entire agreement concerning its subject matter and supersedes prior discussions or agreements concerning the same subject matter.

No Obligation. Neither Party is required to enter into any further agreement, transaction, collaboration, or relationship.

Assignment. Receiving Party may not assign this Agreement without Cor4mito's prior written consent. Any permitted successor must be bound by this Agreement.

Amendment; Waiver. Any amendment or waiver must be in writing and signed by both Parties. A delay or failure to exercise a right is not a waiver.

Severability. If a provision is held unenforceable, it shall be modified to the minimum extent necessary, and the remaining provisions shall continue in effect.

Counterparts; Electronic Signatures. This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original and together forms one instrument.

Notices. Notices must be in writing and delivered by personal delivery, recognized courier, or email with confirmation of receipt to the addresses stated above, or to an updated address provided in writing.

SIGNATURES

The Parties have executed this Agreement as of the Effective Date.

COR4MITO INC.	RECEIVING PARTY
By: _____	By: _____
Name: Shao Liu	Name: _____
Title: Chief Executive Officer	Title: _____
Date: _____	Date: _____
Signature: _____	Signature: _____