

**2bind GmbH**  
BioPark III  
Am BioPark 13  
93053 Regensburg  
Tel: +49 941 9433171

## MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement ("Agreement") is entered into as of 22.august 2016 (the "Effective Date") by 2bind GmbH, a limited liability company organized and existing under the laws of the Germany, having its principle place of business at Am BioPark 13, 93053 Regensburg, Germany, and its affiliates on the one hand (hereinafter referred to as "2bind") and PMC Advanced Technology, LLC (hereinafter referred to as PMC-AT) on the other part, the parties individually and as the case may be hereinafter referred to as "Receiving Party" or "Disclosing Party" and the joint parties hereinafter referred to as "Parties".

### WHEREAS

- a. 2bind is in the possession of confidential and proprietary information regarding, among others, the development and marketing of techniques for microscale thermophoresis. PMC-AT is in possession of proprietary information regarding the modulation of sirtuin enzyme activity by small molecules
- c. Parties are interested in conducting detailed discussions to collaborate on biophysical studies of small molecule binding to sirtuin enzymes. Therefore Parties are prepared to furnish the other party with certain confidential and proprietary information ("Purpose").
- d. Parties are prepared to supply said confidential knowledge and information to each other under the condition that Receiving Party will be bound to keep said knowledge and information, hereinafter referred to as "Confidential Information", under secrecy, under the conditions as set forth hereinafter;

NOW, THEREFORE, the Parties have agreed as follows:

1. "Confidential Information" shall, for the purpose of this Agreement, mean: any and all knowledge, information, materials and data, including but not limited to information relating to products, technologies, specifications, procedures, processes, formulations, technical, financial, strategic, marketing and business information, supplied by one Party to the other Party hereunder, either in oral or in written form or of which the Receiving party has acquired knowledge through inspection, observation, overhearing or physical collection, whether advertent or inadvertent. Such obligations shall also apply to all Confidential Information of the Disclosing Party which is disclosed or delivered to, or received by the Receiving Party by the Disclosing Party without an appropriate letter, stamp or legend, or of which the Receiving Party may acquire knowledge through inspection, observation, overhearing or physical collection, whether advertent or inadvertent, if the Disclosing Party, within 30 days after such disclosure, delivery or acquisition, delivers to the Receiving Party a written document describing such information.
2. Confidential Information disclosed to the Receiving Party by any affiliate or agent of the Disclosing Party is subject to this Agreement.
3. The Receiving Party undertakes to keep all Confidential Information supplied to it by the Disclosing Party under this Agreement in strictest confidence and therefore not to disclose this information to any third party or to allow the disclosure of this information to any third party (including affiliates), or to make this information, or any part thereof, publicly available to third parties.

4. The Receiving Party shall safeguard the Confidential Information with at least the same degree of care, but not less than a reasonable degree of care, as is used by the Receiving Party to protect its own confidential information.
5. The Receiving Party agrees not to use the Confidential Information for any other purpose than for the Purpose.
6. The Receiving Party undertakes to disclose the Confidential Information only to its directors, managers, officers, employees and professional advisors ("Representatives") who have a need to know in view of the Purpose and to impose the obligation on all such persons to hold the Confidential Information in strictest confidence as if they were a party to this Agreement. Receiving Party shall be responsible for any breach of or non-compliance with this Agreement by any of its Representatives.
7. The obligations of the Receiving Party are not applicable to Confidential Information or any part thereof:
  - a. which was already in the public domain at the time of disclosure by the Disclosing Party to the Receiving Party, or
  - b. of which the Receiving Party is able to demonstrate by written records that the Confidential Information was already in its possession at the time of disclosure by the Disclosing Party to the Receiving Party, or
  - c. which is or has become in the public domain otherwise than through any act or omission of the Receiving Party (or its employees or the persons which are active under its authority), or
  - d. of which the Receiving Party is able to demonstrate by written records that the Confidential Information was disclosed by a third party, which third party was, so far as the receiving Party is aware, is entitled to make such disclosure, or
  - e. of which the Receiving Party is able to demonstrate by written records that the Confidential Information was developed independently by the Receiving Party without reliance on the Confidential Information disclosed by the Disclosing Party to the Receiving Party, or
  - f. to which disclosure the Disclosing Party has given its previous written permission to the Receiving Party; or
  - g. is disclosed by the Receiving Party in order to comply with the requirements of applicable law or governmental regulation, provided that, to the extent permitted by applicable law, the Receiving Party gives the Disclosing Party prior written notice of such disclosure and takes reasonable actions to avoid such disclosure or minimize its extent.
8. The Receiving Party acknowledges and agrees that the Disclosing Party shall retain all right, title and interest to Confidential Information. No license or conveyance of any such rights under any trademark, patent, copyright or other rights in intellectual property is either granted or implied by the disclosure of Confidential Information. The Receiving Party will not be entitled to file patent applications or to acquire any other intellectual property right in respect of the Confidential Information or to allow any third party to do so. For the avoidance of doubt, nothing herein shall restrict the Disclosing Party (or its authorized Representatives) from filing as the sole and exclusive inventor thereof any application for the registration of patents in connection with such Party's Confidential Information under any circumstances, including circumstances relating to or arising out of services connected to the Purpose nor shall the Disclosing Party be obligated to credit the Receiving Party or any Representatives of the Receiving Party who have performed services related to the Purpose in connection with the application for registration or the registration of any patent(s) under any contract, expressed or implied, between the Parties, or under any theory of law, whether now known or hereafter developed.
9. Nothing contained in this Agreement shall be construed as an obligation to enter into any further agreement concerning the Confidential Information and/or as an obligation to disclose Confidential Information to the other Party.
10. All Confidential Information is disclosed "as is": the Disclosing Party does not give any warranty or representation as to the accuracy and/or completeness of the Confidential Information.

11. This Agreement will be effective as of the date first written above ("Effective Date") and will remain in full force and effect during a period of five (5) years after the Effective Date. This Agreement may be terminated by either Party, at any time, upon sixty (60) days written notice to the other Party, or immediately by the Disclosing Party upon notice that the Receiving Party has breached the Confidentiality Agreement or promptly after the termination of the detailed discussions. Termination or expiration of this Agreement shall, however, not affect the Receiving Party's obligations as to Confidential Information disclosed prior to the effective date of termination or expiration, which obligations shall remain in full force and effect for a period of 5 years after the Effective Date.
12. Upon expiration or termination of this Agreement or, if earlier, upon first request by the Disclosing Party, the Receiving Party shall:
  - (i) forthwith cease using the Confidential Information;
  - (ii) within seven (7) days after such request, at the sole discretion of the Disclosing Party, either return to the Disclosing Party or destroy or erase, all documents and other tangible manifestations of, and all materials constituting or containing Confidential Information (including software) in the possession of the Receiving Party, its officers, employees or professional advisors, with the exception of one (1) copy for compliance purposes. Notwithstanding the foregoing, nothing in this Agreement shall require the Receiving Party or its Representatives to return, destroy or delete any Confidential Information or information relating thereto, including any copies thereof, which Receiving Party or its Representatives are required by law to maintain or which may have been captured as part of Receiving Party's normal data security and data retrieval processes.
  - (iii) certify in writing that it has complied with all the obligations set forth in this paragraph.
13. The Parties shall not assign or otherwise transfer any and all rights and obligations under this Agreement to any third party (including affiliates or successors) without the prior written consent of the other Party, which consent shall not be unreasonable withheld.
14. This Agreement constitutes the entire agreement of the Parties and can only be amended, supplemented or changed in writing by means of a document to be undersigned by both of the Parties hereto.
15. This Agreement will be governed and interpreted in accordance with the laws of the Germany. Any disputes Rules of the German law. The arbitral proceeding shall be conducted in the English language. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and Disclosing Party shall be entitled, without posting bond or other surety and without the necessity of proving actual damages and without waiving any other rights or remedies, to seek such injunctive or equitable relief and an accounting of all profits and benefits arising out of a violation of this Agreement as may be deemed proper by any court of competent jurisdiction, wherever located.

To the extent that any Confidential Information may include materials subject to the attorney-client privilege, work product doctrine, or any other applicable privilege concerning pending or threatened legal proceedings or governmental investigations, each Party hereto understands and agrees that both Parties hereto and their respective representatives have a commonality of interest with respect to such matters, and it is the desire, intention and mutual understanding of both Parties hereto that the sharing of such Confidential Information is not intended to, and shall not, waive or diminish in any way the confidentiality of such Confidential Information or its continued protection under the attorney-client privilege, work product doctrine, or other applicable privilege. All Confidential Information provided by either Party hereto that is entitled to protection under the attorney-client privilege, work product doctrine, or other applicable privilege shall remain entitled to such protection under those privileges, this Agreement, and under the joint defense doctrine.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

*Schubert T.*

(Signature)

Dr. Thomas Schubert

(Name)

CEO, 2bind GmbH

(Function)

22. august 2016

(Date)

*S. Chakrabarti*

(Signature)

*Sherry Chakrabarti*

(Name)

*President, PMC Advanced Technology*

(Function)

*8/23/16*

(Date)