

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “*Agreement*”) is entered into between Biophage, Inc., a Texas corporation (the “*Company*”) and the recipient named on the signature page hereto (the “*Recipient*”) as of _____, 2026 (the “*Effective Date*”), to protect the confidentiality of certain confidential information of the Company to be disclosed to the Recipient solely for use in evaluating or pursuing investment in the Company (the “*Permitted Use*”).

1. As used herein, “*Confidential Information*” will mean any and all information provided by the Company to the Recipient, which may include, without limitation information regarding: (a) financial statements and audit reports; (b) technical and scientific reports; (c) due diligence reports; (d) trade secrets, patent portfolios, and proprietary technology and/or information; (e) any discussions or communication between the Company and the Recipient regarding financial statements, audit reports, technical and scientific reports, due diligence reports, trade secrets and patent portfolios, business plans, partnership agreements, and offering memorandums, as well as any analyses or conclusions drawn from such financial statements, audit reports, due diligence reports, business plans, partnership agreements, and offering memorandums; (f) regulatory compliance data or information, including governmental approvals and/or applications; and (g) all other sensitive information that could impact the Company’s competitive position if disclosed.
2. The Recipient agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information, except as approved in writing by the Company, and will use the Confidential Information for no purpose other than the Permitted Use. The Recipient will also protect such Confidential Information with at least the same degree of care that the Recipient uses to protect his/her/its own Confidential Information, but in no case, less than reasonable care. The Recipient will limit access to the Confidential Information to only those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.
3. The Recipient will immediately notify the Company in the event of any loss or unauthorized disclosure of any Confidential Information.
4. Upon termination or expiration of this Agreement, or upon written request of the Company, the Recipient will promptly return to the Company all documents and other tangible materials representing any Confidential Information and all copies thereof.
5. Confidential Information is and shall remain the sole property of the Company. The Recipient recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information disclosed under this Agreement based on such Confidential Information. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either party to enter into any further agreement with the other or to require the Company to disclose

any particular Confidential Information to Recipient. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the parties.

6. Confidential Information will not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information will remain the property of the Company and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Company.

7. This Agreement will terminate five (5) year(s) after the Effective Date, or may be terminated by either party at any time upon thirty (30) days written notice to the other party. The Recipient's obligations under this Agreement will survive termination of this Agreement and will be binding upon the Recipient's heirs, successors, and assigns.

8. THE COMPANY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY THE RECIPIENT AT ITS OWN RISK. THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

9. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Texas, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement may be brought in the state courts in Grimes County, Texas, or the United States District Court for the Southern District of Texas. The parties hereby consent to the personal jurisdiction and exclusive venue of these courts. This Agreement may not be amended except by a writing signed by the Company.

10. The Recipient hereby agrees that his/hers/its breach of this Agreement will cause irreparable damage to the Company for which recovery of damages would be inadequate, and that the Company will be entitled to obtain timely injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

11. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12. The Recipient will not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Company and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

13. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either party may specify in writing.

14. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

[Remainder of page intentionally left blank]

The parties have executed this Non-Disclosure Agreement as of the Effective Date.

COMPANY:

BIOPHAGE, INC.

By: _____

Name: Dr. Ben Buchanan

Title: President

Address: 6999 Highway 6
Navasota, TX 77868

RECIPIENT:

Name of Recipient (Print)

Signature

Title (if applicable)

Address: _____

