Mutual Non-Disclosure Agreement

For GRBM Review and Strategic Partnership Discussions

GRBM | Green Red BIO Metabolome

Mutual Non-Disclosure Agreement for GRBM technology review, commercialization discussions, investment, licensing, supply, joint R&D, and strategic partnership discussions

NDA Page: www.elanvitalbio.com

Contact: elanvitalbio@gmail.com

Elan Vital BIO co., ltd.

Version 1.0 | Execution Draft

Execution Information

Effective Date	[YYYY.MM.DD]
Party A	ELAN VITAL BIO Co., Ltd.
Party B	[Company name or individual name]
Purpose	Review of the technology, manufacturing platform, commercialization, investment, licensing, supply, joint R&D, and strategic partnership opportunities related to Green Red BIO Metabolome (GRBM).
NDA Page	www.elanvitalbio.com
Contact	elanvitalbio@gmail.com

This Mutual Non-Disclosure Agreement (this "Agreement") is entered into as of the Effective Date above by and between ELAN VITAL BIO Co., Ltd. ("Elan Vital Bio") and Party B identified above ("Counterparty"). Elan Vital Bio and Counterparty are each a "Party" and collectively the "Parties."

Recitals

A. Elan Vital Bio researches and develops Green Red BIO Metabolome (GRBM), including applications involving plants, microorganisms, bio-information, symbiotic microbiomes, metabolomes, and related eco-bio platform technologies.

B. The Parties wish to evaluate and discuss the scientific foundation, manufacturing platform, bio-material system, productization potential, commercialization strategy, investment, licensing, supply, joint R&D, and/or other strategic partnership opportunities related to GRBM.

C. In connection with such evaluation and discussions, each Party may disclose Confidential Information to the other Party, and the Parties agree to protect and restrict the use of such Confidential Information as set forth below.

1. Purpose

1.1 The purpose of this Agreement is to protect Confidential Information disclosed in connection with the Parties' evaluation of technology, business, investment, licensing, supply, joint R&D, strategic partnership, or other potential transaction opportunities related to GRBM and any related project agreed or discussed in writing by the Parties (the "Purpose").

1.2 This Agreement does not obligate either Party to enter into any transaction, investment, license, supply arrangement, joint R&D arrangement, strategic partnership, or other definitive agreement. Any such obligation will arise only under a separate written agreement signed by the Parties.

2. Definitions

2.1 "Confidential Information" means all non-public information disclosed by a Disclosing Party to a Receiving Party, whether orally, in writing, electronically, through a data room, in meetings, through prototypes, samples, demonstrations, drawings, data, analytical results, or by any other means. Information need not be marked confidential if, given its nature, the circumstances of disclosure, or the Purpose, it should reasonably be understood to be confidential.

2.2 Confidential Information may include, without limitation:

- the GRBM concept, technical architecture, biological foundation, hypotheses of action, R&D plans, platform roadmap, and strategic directions;
- plant resources, microorganisms, raw materials, strains, extracts, metabolomes, bio-information metabolomes, metabolome fingerprints, quality markers, and standardization methods;
- manufacturing processes, compositions, formulations, separation, purification, fermentation, cultivation, extraction conditions, quality control, analytical methods, assay methods, validation materials, and reproducibility data;

- human application data, preclinical or clinical-related materials, biomarkers, healthcare protocols, AI-enabled protocols, datasets, algorithms, software, and data assets;
- patents, pre-filing inventions, know-how, trade secrets, intellectual property strategy, licensing terms, pricing, costs, supply chain information, customer or partner information, investment, financial, business plans, and proposals; and
- the existence of this Agreement, the fact of discussions between the Parties, negotiation details, and potential transaction terms.

2.3 "Biological Materials and Samples" means any plants, microorganisms, strains, cultures, extracts, fractions, formulations, prototypes, raw materials, bio-derived or metabolome-based materials, and any copies, derivatives, residues, genetic data, metabolomic data, microbiome data, or analytical data relating to the foregoing that are provided by a Disclosing Party.

2.4 "Representatives" means a Party's employees, officers, directors, affiliates, investors, professional advisors, attorneys, accountants, technical consultants, contractors, and other persons or entities who have a need to know the Confidential Information for the Purpose and are bound by confidentiality obligations substantially no less protective than those set forth in this Agreement.

2.5 "Trade Secrets" include trade secrets and other non-public technical or business information protected as trade secrets or similar confidential information under applicable law.

3. Confidentiality and Use Restrictions

3.1 The Receiving Party shall use the Confidential Information solely for the Purpose and shall not use it for any other purpose, independent commercialization, product development, patent filing, regulatory submission, disclosure to a third party, or competitive use without the Disclosing Party's prior written consent.

3.2 The Receiving Party shall protect Confidential Information using at least the same degree of care it uses to protect its own information of similar importance, and in no event less than a reasonable degree of care.

3.3 The Receiving Party may disclose Confidential Information only to its Representatives who have a need to know it for the Purpose. The Receiving Party is responsible for any breach of this Agreement by its Representatives.

3.4 The Receiving Party shall not, without the Disclosing Party's prior written approval, upload, input, or transmit Confidential Information to any public website, public database, public generative AI system, large language model, external cloud platform, unapproved collaboration tool, or data room without adequate access controls.

3.5 If the Receiving Party becomes aware of any unauthorized access, loss, disclosure, damage, or misuse of Confidential Information, it shall promptly notify the Disclosing Party and reasonably cooperate to mitigate the harm.

3.6 The Receiving Party may copy, summarize, or analyze Confidential Information only to the minimum extent necessary for the Purpose. All copies, summaries, analyses, notes, and derivative materials remain Confidential Information under this Agreement.

4. Special Restrictions on Biological Materials and Samples

4.1 1 Biological Materials and Samples are Confidential Information. Without the Disclosing Party's prior written consent, the Receiving Party shall not:

- reverse engineer, decompose, fractionate, separate, purify, identify components, reproduce, culture, propagate, modify, create derivatives from, or copy any Biological Materials and Samples;

- perform genomic, transcriptomic, proteomic, metabolomic, microbiome, strain-identification, genetic, or bioinformatic analysis;
- transfer them to any third party, subcontractor, external testing facility, storage location, or database;
- use them in humans, animals, the environment, clinical or non-clinical studies, sales, advertising, import/export, regulatory submissions, or patent filings; or
- use them for product development, formulation, manufacturing, production, quality standard setting, or commercial exploitation outside the Purpose.

4.2 The Receiving Party shall store and handle Biological Materials and Samples in accordance with applicable laws and regulations, including biosafety, import/export, health, environmental, and any written handling conditions provided by the Disclosing Party.

4.3 Biological Materials and Samples are provided "as-is" solely for evaluation under the Purpose. Unless otherwise agreed in writing, the Disclosing Party makes no warranty regarding fitness for a particular purpose, safety, regulatory suitability, or commercial outcome.

5. Exclusions

5.1 Confidential Information does not include information that the Receiving Party can prove through objective and reliable records:

- was publicly known at the time of disclosure or later becomes publicly known through no breach of this Agreement;
- was lawfully possessed by the Receiving Party without a confidentiality obligation before disclosure by the Disclosing Party;
- is lawfully obtained from a third party without a confidentiality obligation;
- is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or
- is approved for disclosure or use by the Disclosing Party in writing.

5.2 The exclusions above do not apply to any non-public combination, arrangement, application, interpretation, experimental condition, ratio, process, dataset, or business strategy merely because individual elements are public or otherwise excluded.

6. Legally Required Disclosure

6.1 If the Receiving Party is required by law, court order, regulator, stock exchange, or governmental authority to disclose Confidential Information, it shall, to the extent legally permitted, provide the Disclosing Party with prior notice.

6.2 The Receiving Party shall reasonably cooperate with the Disclosing Party's efforts to seek a protective order, confidential treatment, limitation of disclosure, or other protection, and shall disclose only the minimum portion legally required.

7. Return and Destruction

7.1 Upon the Disclosing Party's written request or upon completion or termination of the Purpose, the Receiving Party shall promptly return or destroy, at the Disclosing Party's option, the Confidential Information and any Biological Materials and Samples.

7.2 Within ten (10) business days after such request, the Receiving Party shall confirm in writing that the return or destruction has been completed. Records required to be retained by law and materials temporarily remaining in automatic backup systems may be retained subject to applicable law and system policies, provided that they remain subject to this Agreement.

7.3 A Party's legal or compliance personnel may retain one archival copy solely for legal advice or dispute purposes, and such copy remains subject to this Agreement.

8. Ownership, Intellectual Property, and Derivative Results

8.1 All Confidential Information, Biological Materials and Samples, intellectual property, know-how, data, and related rights remain the property of the Disclosing Party or its applicable rights holder.

8.2 Nothing in this Agreement grants any assignment, license, right to use, option, right of first negotiation, or other right under any patent, trademark, copyright, database right, trade secret, biological resource, material, manufacturing process, or other intellectual property right

8.3 If the Receiving Party creates any invention, improvement, data, analytical result, material, formulation, process, or other derivative result using or substantially based on the Disclosing Party's Confidential Information or Biological Materials and Samples, it shall promptly notify the Disclosing Party and shall not file, register, transfer, disclose, commercialize, or provide such result to any third party without a separate written agreement.

8.4 This Section does not improperly restrict the Receiving Party's use of technology, products, services, or general knowledge that it independently possesses or develops without using the Disclosing Party's Confidential Information.

9. No Warranty; No Transaction Obligation

9.1 Confidential Information is provided "as-is" for the Purpose. Unless otherwise agreed in writing, the Disclosing Party makes no express or implied representation or warranty as to accuracy, completeness, fitness for a particular purpose, non-infringement, merchantability, regulatory suitability, or results.

9.2 Either Party may discontinue discussions at any time. This Agreement does not create any obligation to proceed with a transaction, investment, collaboration, or exclusive negotiation.

10. Term and Survival

10.1 This Agreement becomes effective on the Effective Date and remains in effect for three (3) years unless terminated earlier by either Party upon thirty (30) days' written notice.

10.2 Confidentiality and use-restriction obligations with respect to Confidential Information survive for five (5) years from the date of disclosure.

10.3 Obligations relating to Trade Secrets, Biological Materials and Samples, pre-filing inventions, non-public manufacturing processes, core datasets, metabolome fingerprints, and information that by law or by its nature should remain protected continue for as long as such information remains a trade secret or non-public information.

11. Remedies

11.1 If the Receiving Party breaches this Agreement, the Disclosing Party may seek monetary damages and any legally available equitable remedies, including injunctive relief, specific performance, prohibition of use, return or destruction, data deletion, cessation of disclosure, and emergency provisional relief.

11.2 The remedies under this Agreement are cumulative, and the exercise of one remedy does not limit any other right or remedy.

12. Personal Data, Human Application Data, and Regulatory Materials

12.1 If human application data, health information, personal data, or regulatory materials are disclosed, the Parties shall comply with applicable privacy, bioethics, medical, food, pharmaceutical, data protection, and security laws and regulations.

12.2 Unless otherwise agreed in writing, this Agreement does not replace or constitute a data processing agreement, joint research agreement, clinical trial agreement, bioethics or IRB approval, regulatory submission authorization, or data transfer agreement.

12.3 The Receiving Party shall not, without the Disclosing Party's prior written consent, re-identify, combine, externally provide, use as training data, or use for automated decision-making any human application data or personal data included in Confidential Information.

13. Compliance, Export Controls, and Anti-Corruption

13.1 Each Party shall comply with all applicable biosafety, import/export, sanctions, anti-corruption, fair trade, privacy, environmental, health, and other laws and regulations in connection with this Agreement.

13.2 The Receiving Party shall not transfer Confidential Information, Biological Materials and Samples, technical materials, or datasets across borders or to any sanctioned person without the Disclosing Party's prior written consent and any required permits or approvals.

14. Publicity and Use of Names

14.1 Neither Party shall use or disclose the existence of this Agreement, the fact of discussions, any potential transaction, the other Party's name, trademarks, logos, or GRBM-related information in any press release, website, investor material, marketing material, academic presentation, patent specification, or public document without the other Party's prior written consent.

15. Assignment

15.1 Neither Party shall use or disclose the existence of this Agreement, the fact of discussions, any potential transaction, the other Party's name, trademarks, logos, or GRBM-related information in any press release, website, investor material, marketing material, academic presentation, patent specification, or public document without the other Party's prior written consent.

16. Notices

16.1 Notices under this Agreement may be given in writing, by email, or through another electronic method agreed by the Parties. NDA submissions and general notices to Elan Vital Bio may be sent to elanvitalbio@gmail.com. Notices to Counterparty shall be sent to the address and email identified in the signature block or otherwise designated in writing.

16.2 Email notices may be deemed received on the next business day after transmission if no delivery failure or bounce-back notice is received. Important notices relating to termination, breach, disputes, or legal claims should also be sent by registered mail, courier, or another method that confirms receipt.

17. Governing Law and Jurisdiction

17.1 This Agreement is governed by and construed in accordance with the laws of the Republic of Korea.

17.2 The Parties shall first attempt to resolve any dispute arising out of or relating to this Agreement through good-faith consultation. If the dispute is not resolved through consultation, the Seoul Central District Court shall have exclusive jurisdiction as the court of first instance.

18. Miscellaneous

18.1 This Agreement constitutes the entire agreement between the Parties regarding Confidential Information and supersedes all prior oral or written agreements, proposals, discussions, or understandings regarding the same subject matter.

18.2 Any amendment or waiver of this Agreement is valid only if made in writing and signed by authorized representatives of both Parties.

18.3 If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in effect, and the Parties shall cooperate to replace the affected provision with a valid provision that most closely reflects the original economic and legal intent.

18.4 Failure or delay in exercising any right under this Agreement is not a waiver of that right.

18.5 This Agreement may be executed in counterparts. Electronic signatures and scanned copies may have the same effect as originals.

18.6 If both Korean and English versions of this Agreement are executed and a conflict exists, the Korean version shall prevail unless the Parties expressly designate another controlling language in writing.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives. Electronic signatures, scanned signatures, PDF signatures, and signatures on counterparts may be treated as originals.

Party A	Party B
Name: ELAN VITAL BIO Co., Ltd.	Name:
Address:	Address:
Business Registration No.:	Registration No.:
Authorized Signatory:	Authorized Signatory:
Title:	Title:
Email: elanvitalbio@gmail.com	Email:
Signature: _____	Signature: _____
Date: _____	Date: _____

Schedule 1. Project and Scope of Disclosure

Project Name	GRBM | Green Red BIO Metabolome
Review Purpose	Evaluation of the scientific foundation, manufacturing platform, productization potential, commercialization strategy, investment, licensing, supply, joint R&D, and strategic partnership opportunities related to GRBM.
Disclosure Method	In-person or virtual meetings, email, data room access, prototype or sample provision, technical dossiers, business proposals, experimental/analytical data, and other written or electronic materials.
NDA Page	www.elanvitalbio.com
Contact	elanvitalbio@gmail.com
Additional Terms	[Insert if needed]

GRBM
Toward a Sustainable Eco-Bio Industrial Ecosystem

Green Red BIO Metabolome (GRBM) is an integrated eco-bio platform for designing, transforming, and validating ecological bioresources from the bio-information, symbiotic microbiome, and metabolome of plants and microorganisms, with the aim of supporting human cellular and metabolic environments. GRBM also refers to the bio-material system generated and advanced through this platform.

GRBM is not limited to a single product or standalone technology. It can expand into plant-based bioresources, metabolome manufacturing, healthcare protocols, functional foods, care foods, bio-cosmetics, biomaterials, B2B ingredients, data assets, and IP-based licensing.

As metabolome fingerprints, quality markers, human application data, and AI-enabled protocols accumulate, GRBM can evolve into a more precise, scalable, and validation-compounding platform — a foundation for a new sustainable bio-industrial ecosystem.

Further Review & Partnership

To review the scientific foundation, manufacturing platform, commercialization strategy, or strategic partnership opportunities of GRBM, please complete and submit the **Mutual Non-Disclosure Agreement (NDA)** through the address below.

Upon execution of the NDA, we will provide the **detailed Technical Dossier** and **Business Proposal.**

NDA Page

www.elanvitalbio.com

Contact

elanvitalbio@gmail.com

+82-10-4229-9171 (Korean only; other languages will receive a text message response.)

One Platform. Seven Strategic Directions.
One Sustainable Bioeconomy.