



SPECIAL PROJECT CONFIDENTIALITY AGREEMENT

Team Member Name:

Project Name: **Emonyvin ("ERG") Project**

Date: January 1, 2023

Dear Ciencia Therapeutics Team Member:

In connection with your participation in a select group of employees and advisors of Ciencia Therapeutics (together with its subsidiaries, the "Company") that is responsible for evaluating, developing plans for and implementing certain organizational and process changes in the area of EMONYVIN Research, as well as related personnel matters (herein referred to as the "ERG Project"), you acknowledge that you have received and will be given access to proprietary, highly sensitive, non-public information concerning the ERG Project (collectively, the "Confidential Information"). This letter agreement sets forth your agreements with respect to the Confidential Information and describes certain actions which you agree to take or abstain from taking.

You agree that the Confidential Information will be used by you solely for the purpose of assisting the Company in evaluating, planning for and implementing the ERG Project, and that such information will be kept strictly confidential by you and not disclosed to any person not previously identified to you by the Company as a participant in the project working group, including, but not limited to, your family members, subordinates, superiors and co-workers.

Without the express prior written authorization of the Company's General Counsel, you will not disclose to any person (including, without limitation, your family members, subordinates, superiors and co-workers) either the fact that reviews, evaluations, discussions or planning is taking place concerning the ERG Project, or any of the plans, details or other facts with respect to execution of the ERG Project, including the status thereof.

You acknowledge that in the event of any breach of your obligations under this letter agreement, the Company shall be entitled to take appropriate disciplinary action against you, including termination of your employment, in addition to any other remedies that are available to the Company.

The invalidity or unenforceability of any provision of this letter agreement shall not affect the validity or enforceability of any other provisions of this letter agreement, which shall remain in full force and effect. The agreements set forth in this letter agreement may be modified or waived only by a separate writing executed by the Company. No failure or delay by the Company in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder. This letter agreement supplements, and does not supersede, any other existing covenants that you have with the Company concerning non-disclosure of confidential and proprietary information.

This letter agreement is solely for the benefit of the Company and its assigns and will be governed by and construed in accordance with the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

Very truly yours,

CIENCIA THERAPEUTICS

By: 

Kevin W. Pressman
Senior Vice President,
General Counsel & Secretary

Confirmed and agreed to:

Employee Signature: _____

Printed Name: _____

Date: