

MUTUAL NON-DISCLOSURE AGREEMENT

Aethera Medical Group LLC · Private & Confidential · aetheramedical.com

This Mutual Non-Disclosure Agreement (this "**Agreement**") is entered into as of the date of last signature below (the "**Effective Date**") by and between **Aethera Medical Group LLC**, a limited liability company ("**Company**"), and the undersigned individual or entity ("**Recipient**", and together with Company, the "**Parties**").

1. Purpose

The Parties wish to explore a potential investment in, or business relationship with, Company (the "**Purpose**"), in connection with which each Party may disclose to the other certain confidential and proprietary information, including without limitation business plans, financial models and projections, clinic operations, clinical protocols, research programs, intellectual property, partner and supplier relationships (including Fulcrum Performance Labs, SelfHealth, USMLE100, RediCell, and Auvum Bio), site selection data, and investor materials.

2. Confidential Information

"**Confidential Information**" means all non-public information disclosed by a Party ("**Discloser**") to the other Party ("**Recipient**"), whether oral, written, electronic, or visual, that is designated as confidential or that reasonably should be understood to be confidential given its nature and the circumstances of disclosure, including the existence and terms of any proposed offering. Confidential Information does not include information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully known to Recipient prior to disclosure; (c) is rightfully received from a third party without duty of confidentiality; or (d) is independently developed without use of Confidential Information.

3. Obligations

Recipient shall: (a) use Confidential Information solely for the Purpose; (b) not disclose Confidential Information to any third party except to its advisors, attorneys, and accountants who have a need to know and are bound by confidentiality obligations at least as protective as this Agreement; (c) protect Confidential Information with at least the same degree of care it uses for its own confidential information, and no less than reasonable care; and (d) promptly notify Discloser of any unauthorized use or disclosure.

4. No Offer; No License; No Obligation

Nothing in this Agreement or in any Confidential Information constitutes an offer to sell or a solicitation of an offer to buy any securities. Any such offering shall be made only pursuant to definitive offering documents. No license or other rights in any intellectual property are granted by disclosure under this Agreement. Neither Party is obligated to proceed with any transaction.

5. Compelled Disclosure

If Recipient is required by law, regulation, or court order to disclose Confidential Information, Recipient shall (to the extent legally permitted) provide Discloser prompt written notice and reasonable cooperation so that Discloser may seek a protective order, and shall disclose only the portion legally required.

6. Term; Return of Materials

This Agreement applies to Confidential Information disclosed within two (2) years of the Effective Date, and the obligations herein survive for five (5) years from the date of disclosure (indefinitely for trade secrets). Upon Discloser's written request, Recipient shall promptly return or destroy all Confidential Information and certify such destruction.

7. Remedies; General

The Parties acknowledge that breach may cause irreparable harm for which monetary damages are inadequate, and Discloser is entitled to seek injunctive relief in addition to all other remedies. This Agreement is governed by the laws of the State of Florida, without regard to conflicts-of-law principles. This Agreement is the entire agreement of the Parties regarding its subject matter, may be executed in counterparts (including electronically), and may be amended only in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AETHERA MEDICAL GROUP LLC

Signature: _____

Name: Jaye Patel

Title: Director of Business Development

Date: _____

RECIPIENT

Signature: _____

Name: _____

Title / Entity: _____

Date: _____

This template is provided for convenience and does not constitute legal advice. Have counsel review before execution.