

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is entered into and effective as of the date of the last signature below (the “**Effective Date**”) between:

Park Strategic Ventures LLC and
Mitch Kaye, altogether “**Kaye Entities**”
30664 N 101st Way
Scottsdale, AZ 85255

and

Rapha Capital Management, LLC, a Delaware limited liability company, Rapha Capital PE Life Sciences Fund VI, LP, Rapha Capital PE Life Sciences Fund GP, LLC, and Rapha Capital Investment IX, LLC, altogether “**Rapha**”
9511 Collins Avenue, #1403, Surfside, FL 33154

Each of which may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS the Parties are each the owners of Confidential Information (as defined below) pertaining to research, development, processes, products, materials, inventions, technology and/or business plans, which the Parties consider to be information of value; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **Confidential Information.** “**Confidential Information**” means all information disclosed or made available by or on behalf of either party or its affiliates (in such capacity, “**Discloser**”) to the other party or its affiliates (in such capacity, “**Recipient**”) or its or their respective directors, officers, employees, agents, academic collaborators, research assistants or advisors (each, a “**Representative**” and collectively, the “**Representatives**”) concerning or relating to the business or other affairs of Discloser or its affiliates, including, but not limited to, any information relating to research and development plans, strategies, methods, efforts, data and results; regulatory plans, strategies, methods, efforts, data and results; formulae, compositions, sequences, processes, cell lines, inventions, know-how and other technologies; patent protection and licensing strategies; computer codes and instructions; business and market data and studies; business and product development plans, strategies, efforts, data and results; manufacturing information and data; marketing information and data; sales information and data; personnel data; financial information and data (including projections, forecasts and underlying assumptions); information relating to any of Discloser’s actual and prospective customers, joint venture and collaborative research partners, licensees,

licensors, consultants, agents, contractors and vendors and the nature and terms of Discloser's relationship with any of them; any information provided by or on behalf of any third party to Discloser under any obligation or expectancy of confidentiality and any other materials that have not been made available to the general public. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by Recipient or its Representatives that are based on or contain any item of Confidential Information.

- a. Confidential Information does not include information that: (i) Discloser authorizes Recipient in writing to disclose; (ii) Recipient or any of its Representatives already know at the time of disclosure by or on behalf of Discloser; (iii) is or becomes generally known or available to the general public without fault of Recipient or any of its Representatives; (iv) Recipient or any of its Representatives independently develops without access to or use of Confidential Information, as evidenced by written records; or (v) Recipient or any of its Representatives rightfully obtains free of any obligations as to use or disclosure from a third party who, to Recipient's knowledge, had the right to disclose it free of such obligations. Confidential Information may be that of Discloser or of third parties to whom Discloser has an obligation to not disclose and/or use the disclosed information.
- b. The failure to mark or identify information as "Confidential", "Proprietary" or with another similar legend shall not affect the status of the information as Confidential Information.

2. **Non-Disclosure and Non-Use.**

- a. Except with the prior written consent of an officer of Discloser, Recipient shall not disclose the Confidential Information to any third party, except to its Representatives. Recipient may review the Confidential Information only for the purpose of evaluating potential research or investment collaborations with Discloser (the "**Purpose**") and for no other purpose. Recipient shall take all reasonable measures to protect the secrecy of, and avoid the unauthorized disclosure or use of, Confidential Information including: (i) exercise of the same degree of care that Recipient uses to protect Recipient's own confidential and proprietary information of a similar nature but no less than reasonable care; (ii) disclosing Confidential Information only to Representatives who have a need to know consistent with the Purpose; and (iii) advising all persons who receive Confidential Information through Recipient that such information is taken subject to the obligations of this Agreement. Recipient shall notify Discloser in writing of any disclosure or use of any Confidential Information in breach of this Agreement that may come to Recipient's attention. Recipient shall be liable for compliance by cause its Representatives with the terms of this Agreement as if the Representatives were the Recipient, including, without limitation, being liable for any disclosure or use of Confidential Information by its Representatives not in accordance with this Agreement as if Recipient itself disclosed or used the Confidential Information in breach of this Agreement.
- b. Subject to Section 3, Recipient shall not disclose to any person (other than its Representatives) any of the following, except with the prior written consent of Discloser:

(i) the fact that Discloser has disclosed Confidential Information to Recipient; (ii) the fact that Discloser is discussing entering into a research collaboration with Recipient; (iii) the nature or status of any such discussions or transactions involving Discloser; and (iv) any of the terms, conditions or other facts with respect to such discussions, negotiations or transactions.

3. **Compelled Disclosure.** In the event that Recipient is required by law, rule, regulation or legal process (such as interrogatories, requests for information or documents in a court or administrative proceeding, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information or any one (1) or more of the matters set forth in Section 2(b), Recipient will endeavor in good faith using its best efforts to provide Discloser prompt notice of any such request or requirement so that Discloser may, at Discloser's expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other similar remedy or the receipt of a waiver from Discloser, Recipient's counsel, determines that disclosure of Confidential Information or one (1) or more of the matters set forth in Section 2(b) is required to comply with such process or applicable law, Recipient may, without liability under this Agreement, disclose to the appropriate authority only that portion of the Confidential Information or the matter(s) set forth in Section 2(b) that, on advice of counsel, it is required to disclose; provided that Recipient uses reasonable efforts to preserve the confidentiality of the disclosed Confidential Information and those matters covered by Section 2(b) including, without limitation, by cooperating with Discloser, at Discloser's expense, to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information and those matters covered by Section 2(b). Further, Confidential Information may be disclosed without notice in connection with any regulatory or self-regulatory request or inspection.
4. **Return of Confidential Information.** At Discloser's written request, Recipient shall: (a) immediately discontinue all use of Confidential Information; (b) return to Discloser all materials furnished to Recipient by or on behalf of Discloser that contain Confidential Information; and (c) erase or destroy any Confidential Information contained in computer memory or data storage apparatus. Notwithstanding the foregoing, Confidential Information may be retained as required by law, regulation or bona fide document retention or electronic archiving policies or procedures.
5. **No License or Warranty.** Recipient acknowledges that Confidential Information is the sole property of Discloser. No license under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by the disclosure of any Confidential Information under this Agreement except for the limited right to use granted by this Agreement. ALL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

6. **No Inducement or Commitment.** Discloser will determine in its sole discretion the information to be disclosed to Recipient. Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship. If the parties desire to pursue business opportunities, the parties will execute separate written agreement(s) with respect thereto. The parties acknowledge that certain business opportunities may require execution of separate or additional confidentiality and non-disclosure documentation.
7. **Term.** This Agreement and all obligations hereunder shall remain in effect for three (3) years following the date of this Agreement; provided that either party may refuse to continue to receive Confidential Information under the terms of this Agreement by giving the other party five (5) days prior notice.
8. **Assignment & Binding Effect.** The other party may not assign this Agreement without the other party's prior written consent. Any assignment in violation of this Agreement will be void. This Agreement benefits and binds the parties to this Agreement and their respective successors and permitted assigns. The Confidentiality of this Agreement, the non-compete, non-circumvention and non-solicitation obligations established in this section are applicable to any individual or entity which, directly or indirectly, controls, is controlled by or is under common control with the Recipient.
9. **Governing Law; Forum; Remedies.**
 - a. This Agreement shall be governed by the laws of the State of Delaware applicable to contracts between residents of Delaware and wholly performed in Delaware. Notwithstanding anything to the contrary set forth in the preceding sentence, Discloser shall have the right to seek injunctive relief in any appropriate court and in any jurisdiction. Discloser shall be entitled to recover all reasonable costs and expenses, including attorneys' fees, if it is the prevailing party in any proceeding to enforce this Agreement.
 - b. Both parties acknowledge that: (a) its obligations under this Agreement are necessary and reasonable in order to protect Confidential Information and the Discloser's business; (b) violation or threatened violation of its covenants and agreements set forth in this Agreement will cause irreparable injury to Discloser; and (c) monetary damages will be inadequate to compensate Discloser for any such violation or threatened violation. In addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to obtain injunctive relief to enforce the provisions of this Agreement without necessity of posting bond or other security or proving actual damages.
10. **Delay.** A failure or delay by Discloser in exercising any of its rights, powers or privileges hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any such right, power or privilege.

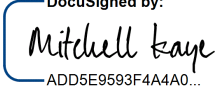
11. **Severability.** If any term of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such term shall be reformed or deleted, but only to the extent necessary to comply with such finding, and the remaining provisions of this Agreement shall remain in full force and effect.
12. **Notices.** All notices and requests under this Agreement (each, a “**Notice**”) shall be in writing and shall be sent by certified mail, return receipt requested or by facsimile to the address or facsimile number set forth after the signature lines of this Agreement for the intended recipient. A Notice shall be deemed to have been given and received: (a) in the case of certified mail, return receipt requested, upon the earlier of actual receipt by the recipient or the first attempted delivery of the Notice; or (b) in the case of facsimile, upon the successful transmission of all pages of the Notice to the correct facsimile number, as shown by a report generated by the transmitting facsimile machine; provided that such Notice is also confirmed by sending a copy of the Notice and the facsimile report by first class mail to the address set forth after the signature lines of this Agreement for the intended recipient. A party may change its address and/or facsimile number for Notices by giving the other written notice as set forth in this Section 13.
13. **Entire Agreement.** This Agreement is the entire understanding and supersedes any and all prior and contemporaneous agreements (oral or written), between the parties regarding this Agreement’s subject matter. This Agreement may not be modified, and no provision will be waived, except by a writing that both Parties sign.
14. **Securities Laws.** Each Recipient hereby acknowledges that it is aware, and that Recipient shall advise its Representatives who are informed of the matters that are the subject of this Agreement, that the United States securities laws place certain restrictions on any person who has material, non-public information concerning an issuer, with respect to purchasing or selling securities of such issuer or from communicating such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities. Each Recipient acknowledges its duty to comply, and shall cause its Representatives to comply, with all applicable securities laws.

[Signature Page follows]

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

Park Strategic Ventures LLC
Mitch Kaye

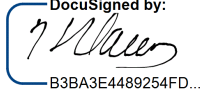
Rapha Capital Management, LLC
Rapha Capital PE Life Sciences Fund VI, LP
Rapha Capital PE Life Sciences Fund GP, LLC
Rapha Capital Investment IX, LLC

Signature:  ADD5E9593F4A4A0...

Name: Mitch Kaye

Title: President

Date: 2/15/2024

Signature:  B3BA3E4489254FD...

Name: Kevin Slawin, MD

Title: President

Date: 2/13/2024