

### Mutual Non-Disclosure Agreement

This Mutual Non-Disclosure Agreement (the "Agreement") is entered into as of October 14, 2021 (the "Effective Date") by and Bowhead Health, Inc., having its principal place of business at 210 Barrow Crescent, Kanata, Ontario, Canada, K2L 2H3 ("Bowhead") and Mauricio Guerrero Vega having its principal place of business at U.S. 1000 S. 1000 E. (the "Company"). Each of Bowhead and the Company is referred to as a "Party," and collectively, as "Parties" for the purposes of this Agreement.

### RECITALS

A. Each of Bowhead and the Company anticipates disclosing to the other certain Confidential Information (as defined below) in connection with discussions concerning a possible transaction or other partnership or arrangement between the Parties (collectively, the "Business Purpose").

B. In consideration of such disclosure, each Party is willing to maintain the confidentiality of Confidential Information disclosed to it by the other Party, and use such Confidential Information only in connection with the Business Purpose in accordance with the terms and conditions of this Agreement.

### AGREEMENT

In consideration of the premises and the promises made herein, the Parties agree to be legally bound as follows:

#### 1. Confidential Information.

##### (a) Definitions.

(i) "Confidential Information" of Discloser means any and all business and technical information of Discloser, or of a third party as to whom Discloser has an obligation of confidentiality, disclosed after the Effective Date and whether disclosed in writing, orally, by electronic delivery, by inspection of tangible objects or otherwise. Confidential Information includes, without limitation, trade secrets, ideas, processes, formulae, computer software (including source code), algorithms, data, protocols, know-how, copyrightable material, improvements, inventions (whether or not patentable), techniques, strategies, business plans, product development plans, timetables, forecasts, customer and supplier lists, and information relating to product and/or service designs, specifications and schematics, product and/or service costs, product and/or service prices, product and/or service names, financial information, employee information, marketing plans, business opportunities, research activities and results, development activities and results, and know-how.

(ii) "Discloser" will refer to a Party in its capacity as a provider of Confidential Information to the other Party.

(iii) "Recipient" will refer to a Party in its capacity as a recipient of Confidential Information from the other Party.

(b) Maintenance of Confidentiality and Limitations on Use. Recipient will hold in strict confidence and keep confidential all Confidential Information disclosed to it by Discloser. Recipient will use at least the same degree of care to avoid publication, disclosure or dissemination of such Confidential Information as it uses with respect to similarly confidential information of its own, but in no event less than reasonable care. Use of such Confidential Information by Recipient will be strictly limited to activities directly in support of considering entering into a business arrangement with Discloser related to the Business Purpose. Recipient will disclose such Confidential Information on a need-to-know basis, only, and in all events only to such employees and advisers who are informed of the confidential nature of the Confidential Information and are bound by obligations substantially similar to those set forth herein applicable to such Confidential Information. Recipient hereby guarantees the performance of the provisions hereof by each person obtaining disclosure of such Confidential Information directly or indirectly from Recipient.

*[Signature]*  
Mauricio Guerrero Vega



5. No Obligation to Execute Agreement. Each Party makes no commitment or representation that it will carry out the Business Purpose or enter into any particular agreement with the other related to the Business Purpose. Nothing in this Agreement will prevent a Party from pursuing similar discussions with third parties or require that it continue discussions with the other or take, continue or forego any action relating to the Business Purpose (other than requirements expressly imposed by this Agreement).

6. Confidentiality of Business Purpose and Discussions. The possibility that the parties may cooperatively pursue the Business Purpose will constitute joint Confidential Information of the Parties. All media releases and public announcements by a Party relating to this Agreement, its subject matter or the Business Purpose shall be approved by the other Party in writing prior to release, except as expressly provided herein.

7. Non-Solicitation. The Company agrees to refrain, from the Effective Date through the second anniversary of the Effective Date, from soliciting any employee of Bowhead with whom the Company first became acquainted as a result of contacts related to the Business Purpose, to leave the employ of Bowhead. Notwithstanding the foregoing, nothing herein will limit public employment solicitations such as through ads placed in publicly available media or through attendance at trade shows.

8. Miscellaneous.

(a) Any other agreement between the parties relating to different subject matter than the Business Purpose shall not be affected by this Agreement.

(b) The failure of either Party to enforce any right resulting from breach of any provision of this Agreement by the other Party shall not be deemed a waiver of any right relating to a subsequent breach of such provision or any other right hereunder. This Agreement and its interpretation will be governed by the substantive laws of the Ontario, excluding its conflict of laws principles. There will be no presumption against either Party as the draftsperson of this Agreement. The courts of appropriate subjective matter jurisdiction sitting in the City and of Toronto Ontario shall have exclusive jurisdiction and proper venue over any dispute concerning the enforcement or interpretation of this Agreement. In the event of any dispute concerning this Agreement, the prevailing Party will be entitled to recover its reasonable costs in such matter, including attorneys' fees, experts' fees and other costs.

(c) This Agreement states the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or verbal, between the parties with respect to the subject matter hereof. This Agreement may not be amended except in writing signed by a duly authorized representative of each Party.

(d) The parties agree that a breach of this Agreement by Recipient could cause Discloser irreparable harm that could not be compensated by money damages alone. In case of a breach or threatened breach of this Agreement by Recipient, Discloser may obtain equitable relief, including injunctive relief and specific performance, in addition to any other remedy available.

(e) In the event of invalidity or unenforceability of any provision of this Agreement, such invalidity or unenforceability shall not render invalid the remainder of this Agreement or the remainder of such provision. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

(f) Any notice herein required or permitted to be given will be given in writing and may be personally served or sent by an overnight delivery service, e-mail or first class mail and such notice will be deemed to have been given: (i) if personally given or sent by a delivery service, when received, (ii) if by e-mail, when sent by machine to the proper e-mail address, or (iii) if mailed, three (3) business days after deposit in the Canada with postage prepaid and properly addressed. Addresses for notice purposes will be as set forth beneath the signature lines below until changed by notice given as provided herein. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall be considered one

*Handwritten:*  
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10/10/11  
Hawthorne Customer Vgo.



and the same instrument. The parties may execute this Agreement by an exchange of faxed signed copies hereof. In the event of such an exchange, this Agreement shall become binding on both parties and shall constitute admissible evidence of the existence and binding effect of this Agreement.

(g) Neither Party may assign this Agreement or the rights and obligations it conveys without the other Party's prior written consent; provided, however, that either Party may assign this Agreement to the successor to substantially all of its business and assets without the other Party's prior written consent.

(h) Recipient will not export or re-export any Confidential Information of Discloser to any country to which export or re-export of such information is then prohibited by Canada respecting the exportation or re-exportation of technical data, nor will equipment embodying such information be exported or re-exported to any such country.

*[Handwritten signature]*  
MARCIO GARCIA VAS

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Bowhead Health, INC.

By: Francisco Diaz-Mitoma

Name: Francisco Diaz-Mitoma

Title: CEO

Address for notices:  
Bowhead Health  
210 Barrow Crescent  
Kanata, ONT  
Canada K2L 2H3

Att: Francisco Diaz-Mitoma  
email: fdmjr@bowheadhealth.com

By: 

Name: Mauricio Guerrero Vega

Title: \_\_\_\_\_

Address for notices: 4ta cda. de alameda  
No. 5 San Juan Ixhuatlapeca.  
Edo. Mexico. Tlalaxcala.  
de Bar.

Att: Mauricio Guerrero Vega  
email: maurogva@gmail.com



(c) Copying and Return of Confidential Information. Recipient shall not make any copies or extracts of Confidential Information of Discloser or include such Confidential Information in its own materials except as reasonably required directly in support of considering entering into a business arrangement with Discloser related to the Business Purpose. When Recipient no longer has need thereof for the Business Purpose or upon request of Discloser, whichever occurs first, Recipient shall promptly cease using and shall return or destroy (and, if requested by Discloser, certify destruction of) all such Confidential Information along with all tangible and electronic copies which it may have made.

(d) Certain Exceptions. Information will not be, or will cease being, Confidential Information, as the case may be, as follows:

(i) from and after the date that such information enters the public domain other than by breach of this Agreement on the part of Recipient;

(ii) if it is rightfully known to Recipient without obligation of confidentiality to any third party prior to receipt of same from Discloser as evidenced by bona fide written, dated documents;

(iii) if it is developed by the Recipient without using any of the Confidential Information of Discloser; and

(iv) from and after the date that it is generally made available to third parties by Discloser without obligation of confidentiality.

(e) Legally Required Disclosure. Recipient shall not be in breach hereof if it discloses Confidential Information of Discloser pursuant to a judicial or governmental order, or as required by applicable law, but any such disclosure shall be made only to the extent so ordered or required. In any such event, Recipient (i) shall timely notify Discloser so that it may intervene in response to such order or take action to protect its interests (in which event Recipient will cooperate in such effort), or (ii) if timely notice cannot be given, shall seek to obtain a protective order or confidential treatment from the court or government for such information.

## 2. Certain Intellectual Property Matters.

(a) Title. As between the parties, title or right to possess Confidential Information of Discloser shall, except as otherwise provided herein, remain in Discloser.

(b) Decompilation, etc. Recipient shall not reverse engineer, disassemble or decompile any prototypes, software or tangible objects that embody or reflect Confidential Information of Discloser.

(c) Other Proprietary Rights. Nothing in this Agreement shall be construed as granting or conferring any rights to any Confidential Information or copyrights, by license or otherwise, except as stated explicitly in this Agreement or any rights or licenses in or to any patents, trademarks or service marks, by license or otherwise.

3. No Representation or Warranty. EXCEPT AS EXPRESSLY SET FORTH HEREIN, DISCLOSER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY CONFIDENTIAL INFORMATION IT MAY PROVIDE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS-IS" BASIS AND RECIPIENT ASSUMES ALL RESPONSIBILITY FOR ITS USE THEREOF OR RELIANCE THEREON. Further, Recipient understands and acknowledges that any Confidential Information of Discloser concerning future plans may be tentative and may not represent firm decisions concerning such plans. Discloser shall not be liable to Recipient in any matter relating to or arising from Recipient's reliance on such Confidential Information.

4. Term. Discloser may terminate the right of Recipient to use, as provided hereunder, Confidential Information of Discloser at any time without any liability for such termination; provided, however, that the obligations of Recipient set forth herein regarding use and disclosure of Confidential Information of Discloser will be perpetual.

11/08/01  
Narciso Castro Vega