

Antikythera Healthcare Innovation
MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

THIS MUTUAL CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT (“Agreement”) is made and entered into as of April 12, 2025 (the “Effective Date”), by and between **Antikythera Healthcare Innovation**, a company under the laws of the State of California, USA with a place of business at 38855 Marlin Terrace, Fremont, CA 94536 and **[INSERT INDIVIDUAL NAME]**, an individual residing at **[INSERT ADDRESS]** (“**Contracted Entity**”) (together referred to as “**Parties**,” or individually as “**Party**”).

WHEREAS, the Parties desire to evaluate a possible business relationship or business transaction between them, or the Parties have heretofore entered into a business relationship or business transaction (the “**Purpose**”), whereby each Party may provide Confidential Information (as defined below) to the other concerning their respective businesses, technologies and operations. Each Party shall be the “**Disclosing Party**” with respect to information, which expressly includes all information whether or not Confidential Information (as defined below), all such information, being herein called “**Information**”, disclosed to or received by the other Party, and the “**Receiving Party**” with respect to Information received from the other Party;

NOW, THEREFORE, in consideration of the mutual terms and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **CONFIDENTIAL INFORMATION.**

As used herein, the term “**Confidential Information**” means any of the following types of information: (i) all data, reports, analyses, notes, interpretations, forecasts, records, documents, agreements, sample products, research data, clinical trial results, regulatory filings, investment analyses, and information concerning the other Party, its business operations and property, which such Party or its Representatives (as defined below) may hereafter provide or previously has provided to the Receiving Party or its Representatives, or which the Receiving Party or any of its Representatives receives or receives knowledge of or access to, or develops or obtains from examination, testing or analysis, at any time and in any form or media, whether oral, written, graphic, machine readable, sample form, or other tangible media, or in information storage and retrieval systems, including without limitation, business plans; customer lists; financial statements and other financial information of the Disclosing Party and its customers; suppliers; know-how; strategic or technical data; technology (including without limitation all processing, manufacturing and related technology); designs, developments, inventions, data and any components thereof, whether or not copyrightable; intellectual property and trade secrets, whether or not patented or patentable; sales and marketing data; marketing research data; product research and development data; software programs (including source code); pricing information; any Information obtained by meeting Representatives (as defined below) or personnel of the Disclosing Party or touring its facilities; (ii) all notes, analyses, compilations, studies, interpretations or other documents and all copies thereof prepared by either Party or its Representatives, which contain, reflect or are based upon, in whole or in part, any of the

Information which is described in the preceding clause (i); and (iii) the content and substance of any discussions or negotiations between the Parties (or their respective Representatives), and the fact that such discussions or negotiations have taken or are taking place. The nature and existence of this Agreement are considered Confidential Information.

The term "Confidential Information" does not include, however, Information which (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party or its Representatives; or (b) the Receiving Party can show was within its possession prior to its being furnished by or on behalf of the Disclosing Party, provided that the Information was not provided to the Receiving Party in violation of a confidentiality agreement or other contractual, legal or fiduciary obligation of confidentiality owed to the Disclosing Party; or (c) was received by a Party from a third Party owing no duty to the other and having the legal right to transmit the same; (d) is independently developed by a Party without the aid, application or use of the Confidential Information; or (e) is explicitly approved for release by written authorization of the Disclosing Party.

As used herein, the term "**Representatives**" means, collectively, the respective directors, officers, employees, agents, independent contractors, financial advisors, bankers, lenders, accountants, attorneys, professional or technical consultants of each Party, as the context requires. As used herein, the term "person" shall be broadly interpreted to include, without limitation, any corporation, partnership, joint venture, trust or individual.

2. LIMITATIONS ON USE AND DISCLOSURE.

The Receiving Party will use the Disclosing Party's Confidential Information solely for the Purpose. Unless and only to the extent otherwise agreed by the Parties pursuant to a definitive written agreement (a "**Definitive Agreement**"), all Confidential Information of the Disclosing Party will be kept confidential by the Receiving Party and its Representatives with no less care than the Receiving Party uses to protect its own proprietary information of similar importance. The Receiving Party may disclose Confidential Information or portions thereof only to those of its Representatives who need to know such information for the Purpose and agree to and are required to observe the provisions of confidentiality set forth herein. The Receiving Party shall make no other disclosure of the Disclosing Party's Confidential Information. The Receiving Party shall disclose to the Disclosing Party any analyses, compilations, studies or other documents prepared by or for the Receiving Party for its use containing or reflecting any Confidential Information. Receiving Party shall not reverse engineer, decompile, disassemble or reproduce any Confidential Information. The Receiving Party will (i) be responsible for any breach of this Agreement or other improper use of Confidential Information by such Party or any of its Representatives or by any other person to whom Information is provided in contravention of this Agreement or otherwise, and (ii) notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information and take reasonable steps to regain possession of such Confidential Information and prevent further unauthorized actions or other breach of this Agreement. Except as expressly stated herein, no Confidential Information will be copied or reproduced

without the express written permission of the Disclosing Party, except for copies that are absolutely necessary in order to fulfill the Purpose.

The Receiving Party's obligations under this Section 2 as it relates to Confidential Information that is a trade secret under the Georgia Trade Secrets Act of 1990 (the "**Act**") shall apply as long as the Confidential Information remains a trade secret under the Act, and the Receiving Party's obligations under this Section 2 as it relates to Confidential Information that does not constitute trade secrets under the Act shall apply for as long as the Confidential Information remains confidential. To the extent required by applicable case law interpreting the Georgia Trade Secrets Act, the parties agree that, as used in this Agreement, "trade secrets" means Confidential Information which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, including all Confidential Information treated as a "trade secret" under applicable law.

The Receiving Party represents that the entry into this Agreement does not create a conflict of interest or violate any third-party agreement.

3. COMPELLED DISCLOSURE.

In the event that the Receiving Party or any of its Representatives becomes legally required pursuant to applicable law, statute, regulation or court order to disclose any of the Disclosing Party's Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of such requirement, and shall use its best efforts to cooperate with, the Disclosing Party to obtain a protective order or other appropriate remedy to ensure that confidential treatment will be accorded such Confidential Information. If, in the absence of a protective order, the Receiving Party determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent compelled to do so.

4. TERMINATION OF DISCUSSIONS; TREATMENT OF INFORMATION.

The furnishing of Information to the other Party shall not obligate either Party to enter into any further agreement or negotiation with the other or to refrain from entering into an agreement or negotiation with any other Party. If either Party decides at any time that it does not wish to proceed with a transaction with the other Party, it will promptly inform the other Party of that decision. If at any time a Disclosing Party so requests, whether or not notice of termination of discussions has been given, the Receiving Party will promptly return to the Disclosing Party all copies of the Disclosing Party's written or tangible Confidential Information in its possession or in the possession of its Representatives, and will destroy all copies of any analyses, compilations, studies or other documents prepared by or for the Receiving Party for its use containing or reflecting any Confidential Information.

5. OWNERSHIP OF CONFIDENTIAL INFORMATION.

All Confidential Information and any Derivatives (as defined below) thereof, whether created by the Disclosing Party or the Receiving Party, is the exclusive property of the Disclosing Party and no license or other rights to Information, is granted or implied hereby. For purposes of this Agreement, “**Derivatives**” shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (ii) for patentable or patented material, any improvement thereon (iii) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent or trade secret; and (iv) results of any research, tests or analysis of a Disclosing Party’s Confidential Information.

6. NO WARRANTIES.

The Disclosing Party makes no representations or warranties to the Receiving Party regarding the accuracy or completeness of any of the Information disclosed to the Receiving Party under this Agreement.

7. NOTICE.

Any notice required, permitted or contemplated by this Agreement must be in writing, and sent by registered mail or nationally recognized overnight carrier to: (i) the representative of Contracted Entity who signed this Agreement or the person currently serving in that representative’s position, at Contracted Entity’s address on page 1 herein, provided that [INDIVIDUAL/COMPANY] will also send any such notifications to Contracted Entity via e-mail to bijan@pet-imaging.org in addition to the hard copy mailing required above; and (ii) in the case of [INDIVIDUAL/COMPANY] to [INDIVIDUAL/COMPANY]’s address on page 1 herein, attention to General Counsel, provided that Contracted Entity will also send any such notifications to [INDIVIDUAL/COMPANY] via e-mail to [EMAIL] in addition to the hard copy mailing required above. In the event either Party has a change of address, such Party shall notify the other Party in accordance with this Section 7 within thirty (30) days of the address change, provided that such address change must identify a street address. Except as otherwise provided in this Agreement, notices sent by registered mail or overnight carrier shall be effective on the date of confirmation of delivery of the notice by the carrier.

8. MISCELLANEOUS.

Each Party certifies that no Information will be exported to any country in violation of the United States Export Administration Act and regulations. The Parties agree that no contract or agreement providing for any business relationship or transaction shall be deemed to exist until a Definitive Agreement has been executed and delivered by both Parties, and there is no warranty, express or implied, of the accuracy or completeness of the Confidential Information provided by each Party.

The Parties agree that the provisions of this Agreement are of the essence of this Agreement and if the Receiving Party had not agreed to be bound thereby, the Disclosing Party would not make the disclosures contemplated herein; that each of the covenants is reasonable and necessary to protect the business, interests and properties of the Disclosing Party; that the Disclosing Party would suffer irreparable damage in the event of any breach of this Agreement by the Receiving Party. Accordingly, the Parties consent and agree that the Disclosing Party will be entitled to seek temporary, preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the Receiving Party if the Receiving Party has breached or threatens to breach this Agreement. In the event the Disclosing Party retains an attorney to enforce the terms of this Agreement, the Disclosing Party will be entitled to recover from the Receiving Party all of its costs and attorneys' fees. The existence of any claim of the Receiving Party against the Disclosing Party shall not constitute a defense to the enforcement by the Disclosing Party of the covenants and agreements contained in this Agreement.

In the event the enforceability of any of the covenants of this Agreement shall be challenged in a court of competent jurisdiction and the Receiving Party is not enjoined from breaching the covenants of this Agreement, then if a court of competent jurisdiction finds that the challenged covenant is enforceable and further finds that the Receiving Party has violated these restrictive covenants, the time periods set forth herein shall be deemed tolled upon the filing of the lawsuit challenging the enforceability of the challenged covenant until the dispute is finally resolved and all periods of appeal have expired.

This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement is for the benefit of the Parties and their directors, officers, stockholders, owners, affiliates and agents. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement.

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is made in writing and signed by the Parties. This Agreement supersedes all previous agreements between the Parties relating to the subject matter of this Agreement.

It is the intention of the Parties that the laws of the State of Georgia, without regard to its principles of conflicts of laws, should govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties. The Parties agree that the state and federal courts located in Cobb County, Georgia shall be the sole and exclusive jurisdiction and venue for all disputes between the Parties. Each Party hereby consents to the jurisdiction and venue of the state and federal courts located in Cobb County, Georgia for adjudication of all disputes between the Parties. The Parties hereby waive any objections or defenses to jurisdiction or venue in any proceeding before such courts.

Contracted Entity acknowledges that MiMedx, as a government contractor, is subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action which may also be applicable to Contracted Entity. Accordingly, Contracted Entity shall, to the extent they apply, abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

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

Antikythera Healthcare Innovation

Contracted Entity:
[INDIVIDUAL/COMPANY]

By: _____
Name: J.A. Bijan Farhangui
Title: President, CEO
Date: _____

By: _____
Name: _____
Title: _____
Date: _____