

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the "Agreement") is effective as of _____, 2026 ("Effective Date") by and between **OMH-HealthEdge Holdings, Inc. d/b/a Omega Healthcare Management Services**, on behalf of itself and its subsidiaries, with its principal place of business at **2424 N. Federal Highway, Suite 205, Boca Raton, Florida 33431** ("Omega") and _____ with its principal place of business at [_____ ("Company")] (each a "party" and collectively "Parties).

1. **Purpose.** Omega and Company wish to exchange certain information that each party regards to be proprietary and/or confidential in order to explore a possible business opportunity of mutual interest. Omega and Company are each willing to disclose information (as "Disclosing Party") and receive information (as "Receiving Party") on the terms and conditions set forth herein. This Agreement is intended to bind both parties from disclosing the other's Confidential Information as herein defined or from using the information for purposes other than that described above.

2. **Definition.**

(a) "Confidential Information" means any and all confidential or proprietary information, disclosed at any time by or on behalf of either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plant and equipment). Confidential Information includes, without limitation, all disclosures, information, and materials, whether oral, written, or otherwise, pertaining to Disclosing Party or its business, (such as asset and liability information, business plans, customer lists, forecasts, market information, pricing information, marketing plans, prospect lists, and research and development) and notes, analyses, compilations, reports, studies, samples, data, statistics, summaries, interpretations and other materials prepared by Receiving Party or any of its Representatives that contain, are based on or otherwise reflect or are derived from, in whole or in part, any of the foregoing. Confidential Information specifically includes all information that Receiving Party receives from Disclosing Party and that is not generally known to the public or is subject to a confidentiality agreement.

(b) Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving party through no action or inaction of the Receiving party or its Representatives (as defined below) in violation of this Agreement; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) becomes available to the Receiving Party on a non-confidential basis from a person or entity other than the Disclosing Party or its Representatives who is not otherwise bound by a confidentiality agreement with the Disclosing Party or any of its Representatives, or is otherwise not under an obligation to the Disclosing Party or any of its Representatives not to transmit the information to the Receiving party; and/or (v) is independently developed by the Receiving Party or its Representatives without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving party's possession; provided, however that, notwithstanding the above, aggregated and/or cultivated data such as but not limited to customer and/or lead lists that are not publicly available in the aggregated form without expenditure shall remain Confidential Information. Confidential Information that may or does become public due to a security incident, data breach, or similar unauthorized act shall remain subject to the protections of this Agreement.

3. **Non-use and Non-disclosure.** Each party agrees not to use any Confidential Information of the other party for any purpose except to evaluate and engage in discussions concerning a potential business relationship between the parties. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those directors, officers, employees, affiliates, advisors and consultants of the Receiving Party (collectively, "Representatives") who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither party shall reverse engineer, disassemble or decompile any

prototypes, software or other tangible objects or any other data, which embody the other party's Confidential Information and which are provided to the party hereunder. The Receiving Party shall promptly notify the Disclosing Party in writing of any misuse or misappropriation of Confidential Information which may come to its attention.

4. Maintenance of Confidentiality. Each party agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its Representatives who have access to Confidential Information of the other party observe the terms of this Agreement with respect to such Confidential Information. The Receiving Party shall be responsible for the breach of the terms of this Agreement by it or any of its Representatives. Neither party shall make any copies of the Confidential Information of the other party unless such copies are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

5. Termination. This Agreement will terminate as to the further exchange of Confidential Information immediately upon the second anniversary of this Agreement, unless a formal services agreement ("Services Agreement") between the Parties is executed, at which time such Agreement shall automatically become coterminous with the Services Agreement unless otherwise set forth in writing. The confidentiality obligations of this Agreement, as they apply to Confidential Information disclosed prior to termination, will survive termination for a period of two (2) years after termination.

6. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party shall be promptly destroyed or returned to the Disclosing Party (at the Receiving Party's discretion) upon the Disclosing Party's request at any time during this Agreement, or upon the termination of this Agreement, unless otherwise agreed to in writing by the parties or is required to be maintained by law or regulation, or legal process or procedure, except to the extent such destruction or return is infeasible and except for any Confidential Information subsisting in backups of corporate systems created in the ordinary course of business, all of which retained Confidential Information will remain subject to the terms of this Agreement. After destruction or return of materials, Receiving Party shall certify in writing the obligations of this Section have been met.

7. Judicial or Administrative Proceeding. In the event Receiving Party is required by law to disclose any Confidential Information, Receiving Party shall, to the extent permitted by law, notify Disclosing Party and provide Disclosing Party with the opportunity to seek a protective order or other legal protection before making such disclosure. Receiving Party shall provide reasonable assistance to Disclosing Party, at Disclosing Party's sole cost and expense, in obtaining a protective order or other legal protection and, after providing the required notice and assistance, shall only disclose the specific portion of the Confidential Information that, on the advice of legal counsel, the law requires Receiving Party to disclose.

8. Ownership/ No License. All Confidential Information shall be and remain the sole property of Disclosing Party. Nothing in this Agreement is intended to grant any rights to either party under any patent, trademark, mask work right, copyright or other intellectual property right of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

9. Relationship of the Parties. Nothing contained in this Agreement shall obligate or otherwise require the parties to enter into a business relationship. Except as might be specifically detailed in a separate Engagement, no agency, partnership, or other relationship is created between the parties by this Agreement.

10. No Representations and Warranties. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NEITHER DISCLOSING PARTY MAKES ANY REPRESENTATION WITH RESPECT

TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, NEITHER DISCLOSING PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES HEREIN, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

11. **Remedies.** The Parties acknowledge that a breach of this Agreement may result in irreparable harm to the other party, the extent of which would be difficult to ascertain and, in any event, money damages may be inadequate in the event of such a breach. Accordingly, in the event of a breach of this Agreement by a Receiving Party or any of its Representatives, Disclosing Party may be entitled to injunctive or other equitable relief as the court may deem appropriate, in addition to any other remedies which it may have available.

12. **Assignment.** The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred unless otherwise mutually agreed to in writing, except either Party may assign this Agreement in whole to a successor entity in the case of a merger, consolidation or sale of all or substantially all of the Party's business. This Agreement shall be binding upon the parties' principals, employees, representatives, agents, assigns, consultants, heirs, and successors.

13. **Notice.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given when delivered personally or sent by facsimile, or when deposited in the United States mail, certified or registered and with proper postage prepaid, or upon delivery, when sent by overnight courier, charges prepaid, addressed to the party for whom intended at such party's address as set forth herein (or at such other address as such party may from time to time specify by notice similarly given to the other party hereto).

14. **Miscellaneous.** The validity, construction, and performance of this Agreement are governed by the laws of the State of Florida without reference to conflict of laws principles, and any action arising out of this Agreement or the relationship between the Parties established herein shall be brought only in the state of Florida Courts or in the United State District Courts sitting in Florida. This document contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements between the parties regarding the subject matter hereof. If at any time during the term of this Agreement or afterwards there should arise any dispute as to the validity, interpretation, or application of any term or condition of this Agreement, and either Party hereto brings suit for the collection of any damages arising out of, from, or for the injunction of any action constituting, a breach of any of the terms or provisions of this Agreement, then the Party found to be at fault shall pay all reasonable court costs and attorneys' fees (including any appellate costs and fees) of the other Party. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

[signature page follows]

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

[Entity Legal_Name]

OMH-HealthEdge Holdings, Inc.

By: _____

By: _____

Name: _____

Name: Anurag S. Mehta

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____