

CONFIDENTIAL INSTRUMENT

MUTUAL NON-DISCLOSURE & NON-CIRCUMVENTION AGREEMENT

Executed in connection with off-market acquisition origination services.

This Mutual Non-Disclosure and Non-Circumvention Agreement (this “Agreement”) is entered into as of _____, **2026** (the “Effective Date”) by and between:

WETYR Corp, a [state] corporation, together with its principal Mark Gabrielli (“WETYR”); and

Josh Adams, individually and on behalf of [Modern Medicine acquisition entity] and its affiliates (“Counterparty”).

WETYR and Counterparty are each a “Party” and together the “Parties.”

Purpose. The Parties wish to explore a business relationship in which WETYR sources and introduces off-market acquisition opportunities, including practices in orthopedics, OBGYN, pain management, and physical therapy, to Counterparty for potential acquisition (the “Purpose”). To do so, each Party may disclose confidential information, and WETYR in particular may disclose the identities of, and information about, prospective acquisition targets and their owners (each an “Introduced Target”).

1. CONFIDENTIAL INFORMATION

“Confidential Information” means any non-public information disclosed by one Party (the “Discloser”) to the other (the “Recipient”), in any form, whether or not marked confidential, that a reasonable person would understand to be confidential. It expressly includes: the identity, contact information, financials, and ownership of any Introduced Target; WETYR’s sourcing methods, target lists, and pipeline; Counterparty’s acquisition criteria, capital structure, and strategy; and the existence and terms of this Agreement and any resulting engagement or transaction.

2. OBLIGATIONS

1. Recipient will use Confidential Information solely for the Purpose.
2. Recipient will hold Confidential Information in strict confidence and will not disclose it to any third party except to its own representatives, advisers, and financing sources who have a need to know for

the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement. Recipient is responsible for any breach by its representatives.

3. Recipient will protect Confidential Information using at least the same care it uses for its own confidential information, and never less than a reasonable standard of care.

3. EXCLUSIONS

Confidential Information does not include information that: (a) is or becomes public through no fault of Recipient; (b) was lawfully known to Recipient without restriction before disclosure; (c) is lawfully received from a third party without restriction; or (d) is independently developed by Recipient without use of the Confidential Information. Disclosure compelled by law or court order is permitted if Recipient gives prompt notice (where lawful) and discloses only what is required.

4. NON-CIRCUMVENTION

1. For the period beginning on the Effective Date and continuing for twenty-four (24) months after the later of (a) the termination of this Agreement or (b) WETYR's last introduction of a given Introduced Target (the "Protected Period"), Counterparty will not, directly or indirectly, through any affiliate, agent, entity, or representative, circumvent, avoid, bypass, or attempt to circumvent WETYR in order to acquire, transact with, or otherwise deal with any Introduced Target for the purpose of avoiding fees owed to WETYR.
2. If, during the Protected Period, Counterparty or any of its affiliates acquires, or enters into an agreement to acquire, any Introduced Target, WETYR's fee for that transaction is fully earned and payable under the separate engagement letter between the Parties (or, if none is then in effect, under the fee schedule most recently agreed in writing), regardless of whether WETYR remained involved through closing.
3. Counterparty will not disclose the identity of any Introduced Target to any competing buyer, broker, or intermediary.

5. NO SOLICITATION OF OWNERS

Counterparty will not use Confidential Information to solicit, recruit, or do business with any Introduced Target, its owners, or its employees other than for the Purpose and in coordination with WETYR.

6. NO LICENSE; NO OBLIGATION

No license or ownership in any Confidential Information is granted. Nothing in this Agreement obligates either Party to proceed with any transaction, engagement, or introduction.

7. TERM

This Agreement applies to disclosures made for two (2) years from the Effective Date. Confidentiality obligations survive for three (3) years after disclosure, and the non-circumvention obligations survive for the full Protected Period. Obligations regarding trade secrets survive as long as the information remains a trade secret under applicable law.

8. REMEDIES

The Parties agree that a breach of Sections 2, 4, or 5 would cause irreparable harm for which monetary damages are inadequate, and that the non-breaching Party is entitled to seek injunctive relief in addition to all other remedies, without the necessity of posting a bond.

9. GOVERNING LAW & DISPUTES

This Agreement is governed by the laws of the State of Florida, without regard to conflict-of-laws rules. The Parties consent to the exclusive jurisdiction of the state and federal courts located in [county], Florida for any dispute arising under this Agreement. The prevailing Party in any action to enforce this Agreement is entitled to recover its reasonable attorneys' fees and costs.

10. GENERAL

This Agreement is the entire understanding of the Parties regarding confidentiality and non-circumvention and supersedes prior discussions on those subjects. It may be amended only in a writing signed by both Parties. If any provision is unenforceable, the remainder stays in effect. This Agreement may be signed in counterparts, including electronic signatures, each of which is an original.

WETYR

Signature

Mark Gabrielli, for WETYR Corp

Date

COUNTERPARTY

Signature

Josh Adams, Modern Medicine

Date