

MUTUAL NON-DISCLOSURE AGREEMENT

This **Mutual Non-Disclosure Agreement** (this “*Agreement*”) is made and entered into effective as of the date first set forth on the signature page (the “*Signature Page*”) to this Agreement (the “*Effective Date*”), by and between the parties set forth on the Signature Page (each such party individually, a “*Party*” and collectively, the “*Parties*”).

**Recitals**

In connection with the potential business ventures described on the Signature Page (the “*Purpose*”), the Parties desire to share certain information that is non-public, confidential, or proprietary in nature.

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Confidential Information.** Except as set forth in Section 2, “*Confidential Information*” means all information disclosed before, on, or after the Effective Date, by either Party (a “*Disclosing Party*”) or the Disclosing Party’s affiliates to the other Party (a “*Recipient*”) or the Recipient’s affiliates, or to any of the Recipient’s or the Recipient’s affiliates’ employees, officers, directors, managers, owners, agents, attorneys, accountants, or advisors (collectively “*Representatives*”), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether marked, designated, or otherwise identified as “confidential,” including (without limitation):

(a) All information concerning the Disclosing Party or the Disclosing Party’s affiliates;

(b) All information concerning the past, present, or future business affairs (including finances, customer information, supplier information, products, services, organizational structure, and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies) of the Disclosing Party’s or the Disclosing Party’s affiliates’ management companies, customers, vendors, suppliers, and other third parties;

(c) The Disclosing Party’s unpatented inventions, ideas, methods, discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property;

(d) All designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;

(e) Any third-party confidential information included with, or incorporated in, any information provided by the Disclosing Party or the Disclosing Party’s affiliates to the Recipient or the Recipient’s Representatives; and

(f) All notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials (collectively the “*Notes*”) prepared by or for the Recipient or the Recipient’s Representatives that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

2. **Exclusions.** Except as required by applicable federal, state, or local law or regulation, the term “***Confidential Information***” shall not include information that:

(a) At the time of disclosure is, or thereafter becomes, generally available to, and known by, the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of the Recipient’s Representatives;

(b) At the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information of the Disclosing Party on a non-confidential basis to the Recipient by a legal, fiduciary, or contractual obligation to the Disclosing Party;

(c) Was known by, or in the possession of, the Recipient or the Recipient’s Representatives without any confidentiality obligation, as established by documentary evidence, prior to being disclosed by, or on behalf of, the Disclosing Party pursuant to this Agreement; or

(d) Was or is independently developed by the Recipient, as established by documentary evidence, without reference to, or use of, in whole or in part, any of the Disclosing Party’s Confidential Information.

3. **Recipient Obligations.** The Recipient shall:

(a) Protect and safeguard the confidentiality of all of the Disclosing Party’s Confidential Information with at least the same degree of care as the Recipient would protect the Recipient’s own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) Not use the Disclosing Party’s Confidential Information, or permit the Disclosing Party’s Confidential Information to be accessed or used, for any purpose other than the Purpose or otherwise in any manner to the Disclosing Party’s detriment;

(c) Not disclose any of the Disclosing Party’s Confidential Information to any person or entity, except to the Recipient’s Representatives who:

(i) Need to know such Confidential Information of the Disclosing Party to assist the Recipient, or act on the Recipient’s behalf, in relation to the Purpose or to exercise the Recipient’s rights under this Agreement;

(ii) Are informed by the Recipient of the confidential nature of such Confidential Information of the Disclosing Party; and

(iii) Are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement; and

(d) Be responsible for any breach of this Agreement caused by any of the Recipient’s Representatives.

4. **Additional Confidentiality Obligations.** Except as required by applicable federal, state, or local law or regulation, or otherwise as mutually agreed to in writing by the Parties, neither Party shall, nor permit any of such Party’s Representatives to, disclose to any person or entity:

(a) That the other Party's Confidential Information has been made available to such Party or such Party's Representatives or that such Party has inspected any portion of the other Party's Confidential Information;

(b) That discussions or negotiations may be, or are, underway between the Parties regarding the Parties' Confidential Information or the Purpose, including the status of the Purpose or such discussions or negotiations; or

(c) Any terms, conditions, or other arrangements that are being discussed or negotiated in relation to the Parties' Confidential Information or the Purpose.

**5. Required Disclosure.**

(a) Any disclosure by the Recipient or the Recipient's Representatives of any of the Disclosing Party's Confidential Information pursuant to a federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (a "**Legal Order**") shall be subject to the terms of this Section 5. Prior to making any such disclosure, the Recipient shall make commercially reasonable efforts to provide the Disclosing Party with:

(i) Prompt written notice of such requirement so that the Disclosing Party may seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy; and

(ii) Reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

(b) If, after providing such notice and assistance as required in this Section 5, the Recipient remains subject to a Legal Order to disclose any Confidential Information of the Disclosing Party, then the Recipient (or the Recipient's Representatives or other persons to whom such Legal Order is directed) shall disclose no more than that portion of the Confidential Information of the Disclosing Party which, on the advice of the Recipient's legal counsel, such Legal Order specifically requires the Recipient to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information of the Disclosing Party will be afforded confidential treatment.

**6. Return or Destruction.** At any time during or after the term of this Agreement, at the Disclosing Party's written request, the Recipient and the Recipient's Representatives shall promptly return to the Disclosing Party all copies, whether in written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information of the Disclosing Party has been destroyed. In addition, the Recipient shall also destroy all copies of any Notes created by the Recipient or the Recipient's Representatives relating to the Disclosing Party's Confidential Information and certify in writing to the Disclosing Party that such copies have been destroyed.

**7. Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years from the date of initial disclosure, or for three (3) years following the expiration or termination of this Agreement, whichever is later Notwithstanding the foregoing, with respect to any Confidential Information that constitutes a "Trade Secret" (as defined under the Uniform Trade Secrets Act or other applicable law), the Recipient's obligations of non-disclosure and non-use shall survive the expiration or termination of this Agreement for as long as such Confidential Information remains a trade secret, through no fault of the receiving party..

8. **No Representations or Warranties.** Neither the Disclosing Party nor any of the Disclosing Party's Representatives make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Disclosing Party's Confidential Information. Neither the Disclosing Party nor any of the Disclosing Party's Representatives shall be liable to the Recipient or any of the Recipient's Representatives relating to, or resulting from, the Recipient's use of any of the Disclosing Party's Confidential Information or any errors in, or omissions from, such Confidential Information of the Disclosing Party.

9. **No Transfers.** Each Party retains such Party's entire right, title, and interest, including all intellectual property rights, in and to all of such Party's Confidential Information. Any disclosure by a Disclosing Party of such Disclosing Party's Confidential Information under this Agreement shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Recipient or any of the Recipient's Representatives.

10. **No Other Obligation.** Neither Party shall be under any legal obligation of any kind whatsoever, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to in this Agreement. Either Party may at any time, at such Party's sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

11. **Remedies.** Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such Party or such Party's Representatives. Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights under this Section 11), the non-breaching Party shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

12. **General.**

(a) This Agreement shall be governed by, and construed in accordance with, the internal laws of the state of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the state of South Carolina or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of South Carolina. Any legal suit, action, or proceeding arising out of, or related to, this Agreement or the matters contemplated under this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the state of South Carolina, in each case located in Greenville County, South Carolina, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice, or other document by mail to such Party's address set forth on the Signature Page shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt), (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested), or (iii) on the third day after the date mailed, by certified mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the Signature Page (or to such other address that may be designated by a Party from time to time in accordance with this Section 12(b)).

(c) This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained in this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

(d) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(e) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(f) Neither Party may assign any of such Party's rights, or delegate any of such Party's obligations, under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 12(f) shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of such Party's obligations under this Agreement. This Agreement is for the sole benefit of the Parties and the Parties' successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under, or by reason of, this Agreement.

(g) No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver of such right, remedy, power, or privilege; nor shall any single or partial exercise of any right, remedy, power, or privilege under this Agreement preclude any other or further exercise of such right, remedy, power, or privilege or the exercise of any other right, remedy, power, or privilege.

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The Parties have executed this Agreement to be effective as of May 12, 2026.

Purpose: Potential vendor relationship

**PARTY:**



\_\_\_\_\_  
(Signature)

Rupert McCormac IV, M.D.

(Printed Name)

Treatment Centers HoldCo, LLC

(Entity Name)

CEO

(Title)

Address:

200 East Broad Street, Suite 300  
Greenville, SC 29601  
Attention: General Counsel

**PARTY:**



\_\_\_\_\_  
(Signature)

Beeta Jafari

(Printed Name)

SmartBug Operating LLC

(Entity Name)

\_\_\_\_\_  
(Title)

Address:

SmartBug Operating LLC

3857 Birch Street, Suite 76

Newport Beach, CA 92660

Attention: Legal