

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Confidentiality and Nondisclosure Agreement (the "Agreement") is entered into as of the date of last signature (the "Effective Date"), by and between Ceribell, Inc., a Delaware corporation, located at 360 N. Pastoria Ave., Sunnyvale, CA 94085 (the "Company"), and **Vendor Name**, a **Place of Incorporation** corporation, located at **Vendor Address**.

1. Purpose. In furtherance of the purposes stated below, one party hereto ("Discloser") may disclose its Confidential Information to the other party ("Recipient"). This Agreement is intended to and does bind and prevent Recipient from disclosing the Confidential Information of Discloser as herein provided, as well as prevent Recipient from using the Confidential Information of Discloser for purposes outside the scope of evaluating a potential commercial arrangement between the parties regarding the potential offerings of services (the "Permitted Purpose").

2. Definition. "Confidential Information" means any information, data, or know-how, including, without limitation, ideas, business plans, concepts, trade secrets, technical know-how, product specifications and pricing, systems, plans, processes, procedures, techniques, methods, designs, customer and vendor lists, sources of supply and supply pricing, prospect lists, finances of Discloser and any other information that Discloser considers and treats as confidential, which is obtained directly or indirectly from Discloser in any form, including without limitation, documentary, tangible, oral, visual or electronic. The amount and type of Confidential Information to be disclosed is completely within the sole discretion of Discloser. Confidential Information does not include information, technical data or know-how which (i) at the time of disclosure, is available to the general public, (ii) at a later date, becomes available to the general public through no fault of Recipient and then only after such later date, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to Discloser, (iv) as shown by proper documentation, is known to Recipient at the time of disclosure, (v) as shown by proper documentation, is developed independently by Recipient, or (vi) is approved for disclosure by prior written permission of a corporate officer of Discloser. Information shall not be deemed to be available to the general public for the purposes of the above exclusions from the definition of Confidential Information (x) merely because it is embraced by more general information in the prior possession of Recipient or of others, or (y) merely because it is expressed in public literature in general terms not specifically in accordance with the Confidential Information. Recipient's obligations set forth herein and the definition of Confidential Information contained herein shall be equally applicable to Confidential Information disclosed to Recipient by Discloser prior to the execution of this Agreement.

3. Nondisclosure and Non-Use of Confidential Information.

(a) Recipient agrees not to disclose the Confidential Information to third parties or to any of Recipient's employees, agents and or affiliates (collectively, "Representatives"), except Recipient's Representatives who are required to have the Confidential Information in order to further the Permitted Purpose and have been apprised of the confidential nature of the Confidential Information. Recipient agrees that it will follow the same internal security procedures and exercise the same degree of care regarding the secrecy and confidentiality of the Confidential Information as similar information of Recipient is treated by Recipient or within Recipient's organization, but Recipient agrees that it will take no less than all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling into the public domain or the possession of unauthorized persons. Recipient

agrees to notify Discloser in writing of any misuse or misappropriation of such Confidential Information which may come to its attention. If Recipient is required by a government body or court of competent jurisdiction to disclose any Confidential Information, Recipient agrees to give Discloser reasonable advance notice so that Discloser may contest the disclosure or seek a protective order, but no such disclosure shall constitute a breach of this Agreement. The Confidential Information shall remain the property of Discloser.

(b) Recipient further agrees not to use the Confidential Information provided to it by Discloser for any purposes other than the Permitted Purpose.

(c) Recipient acknowledges that neither Discloser nor any of its directors, officers, agents or employees shall be liable for errors, omissions or inaccuracies of any kind in the Confidential Information and Recipient shall be responsible for verifying the accuracy and correctness of the Confidential Information. Recipient acknowledges that no warranty of any kind is given regarding the Confidential Information, the same being "as is," where is and with all faults and the warranties of merchantability and fitness for a specific purpose to the extent applicable, are excluded. The foregoing in no way modifies the retention by Discloser of all right, title and interest in the Confidential Information.

(d) Discloser understands that Recipient may currently or in the future be developing information internally, or receiving information from third parties that may be similar to Confidential Information that may be disclosed by Discloser hereunder. Accordingly, nothing in this Agreement will be construed as limiting Recipient's ability or right to develop products or services, or have products or services developed for it, without use of the Confidential Information disclosed by Discloser hereunder, that compete with the products or services of Discloser.

4. Return of Materials. Any materials or documents which have been furnished to Recipient by Discloser shall be promptly returned, accompanied by all copies of such documentation, within five (5) days after receipt by Recipient of a written notice from Discloser requesting the return of the Confidential Information.

5. Continuing Nondisclosure and Confidentiality Obligation. Whether or not Recipient and Discloser enter into or continue a business relationship, the covenants pertaining to confidentiality, nondisclosure and non-use in this Agreement shall nevertheless remain in full force, unless and until Discloser specifically agrees in writing to release all or part of the Confidential Information from the confidential restrictions imposed by this Agreement.

6. No Other Obligations. This Agreement imposes no obligation on either party to disclose Confidential Information or to purchase, sell, license, transfer or otherwise make use of any technology, service or products or to enter into any other agreements. No party acquires intellectual property rights under this Agreement. Subject to the obligations of this Agreement, no party shall be precluded from independently developing technology or pursuing business opportunities similar to those covered by this Agreement.

7. Miscellaneous.

(a) No Publicity. Recipient shall not disclose to any person or entity the fact that Confidential Information has been

disclosed, that discussions or negotiations between Discloser and Recipient are taking place, or the status thereof.

(b) Captions. Captions in this Agreement are for ease of reference only and should not be considered in the construction of this Agreement.

(c) Governing Law and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to any choice of law rule that would result in the application of the laws of any jurisdiction other than the internal laws of the State of California to this Agreement. The federal and state courts within Santa Clara County in the State of California shall be the exclusive venue and shall have the exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Recipient hereby agrees to accept service of process by U.S. certified or registered mail, return receipt requested, or by any other methods authorized by California law.

(d) Remedies. Recipient agrees that its obligations hereunder are necessary and reasonable in order to protect Discloser, and expressly agrees that monetary damages would be inadequate to compensate Discloser for any breach of any covenant or agreement set forth herein. Accordingly, Recipient agrees and acknowledges that any such violation or threatened violation may cause irreparable injury to Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Discloser shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or posting any bond.

(e) Attorneys' Fees. If Discloser prevails in an action to enforce the provisions of this Agreement by obtaining substantially the relief sought, Discloser shall be entitled to attorneys' fees and court costs.

(f) Compliance with Laws. Recipient agrees that it will comply with all applicable laws, including without limitation, those relating to the export of technical information or data.

(g) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the undersigned parties, their successors and assigns.

(h) No Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless granted in writing and signed by an authorized representative of the waiving party.

(i) Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the other provisions shall remain in full force and effect, and the illegal, invalid or unenforceable provision shall be deemed replaced by a legal, valid and enforceable provision that most nearly reflects the intent of the parties in entering into this Agreement.

(j) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications, understandings and agreements.

(k) Amendment. This Agreement shall not be amended other than in writing signed by Discloser and Recipient.

(l) Counterparts. This Agreement may be executed in one or more counterparts each of which shall be an original and all of which together shall be but one agreement.

(m) Term. The term of this Agreement commences on the Effective Date and ends on the date three (3) years thereafter. This Agreement may be terminated by either party at any time upon thirty (30) days prior written notice to the other party. Recipient's obligation of confidentiality and non-use with respect to Confidentiality Information of Discloser disclosed under this Agreement shall survive termination or expiration of this Agreement and will be binding upon Recipient, its heirs, successors and assigns for a period of five (5) years from the termination or expiration date.

IN WITNESS WHEREOF, the undersigned have executed this Confidentiality and Nondisclosure Agreement as of the date first set forth above.

CERIBELL, INC.

By:

Name:

Title:

Date:

VENDOR NAME

By: Signature

Name: Name

Title: Title

Date: Date