BINDING FORECAST AGREEMENT

This Binding Forecast Agreement ("**Agreement**") is entered into as of the _17th_ day of _August_, 2023 ("**Effective Date**"), by and between GE PRECISION HEALTHCARE LLC, a Delaware corporation, having a principal place of business at 3000 N Grandview Blvd., Waukesha, WI 53188 ("**GE HealthCare**") and _DIVA Laboratories, Ltd._, a _Taiwan_ corporation, having a principal place of business at _9F. No.351, Sec.2, Zhongshan Rd., Zhonghe Dist., New Taipei City 235, Taiwan_ ("**Supplier**").

WITNESSETH:

WHEREAS, Supplier sells certain products to GE HealthCare and its affiliates (collectively "**GEHC**") under the terms of a separate product purchase agreement or blanket purchase order (respectively, the "**Purchase Agreement**"); and

WHEREAS, in order to reduce Supplier's lead time and to meet GEHC's delivery requirements, the parties desire to implement a new program pursuant to which GEHC authorizes Supplier to purchase material and build Custom Products to support GEHC's forecast;

NOW THEREFORE, for and in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

a. "**Custom Product**" is defined to mean a product that is customized to GEHC's requirements and specifications and cannot be sold to other customers.

b. "**Purchasing Lead Time**" is defined to mean the time between placement of the Purchase Order by GEHC and receipt of the Custom Product at the GEHC dock; the combined length of time of the Supplier Processing Time and Transit Time identified on Appendix A.

c. "***Raw Materials***" shall mean the raw material and components used by Supplier to manufacture Custom Products.

2. Forecast.

(a) Rolling Monthly Forecasts. Each month, GEHC shall deliver to Supplier via GEHC's Collaborative Planning system (CP) a non-binding rolling forecast of products setting forth GEHC's anticipated purchases of products for each month during the following eighteen (18) months. Each forecast released will supersede the previous forecast.

(b) Binding Commitment. For each Custom Product specified in Appendix A, the volume of Custom Products forecasted for the first four weeks of each monthly forecast shall be deemed a binding purchase commitment on GEHC (each, a "**Binding Commitment**"). At the beginning of each quarter, Supplier shall provide a report to GEHC noting the total volume of Custom Products purchased in the preceding quarter versus the sum of the three (3) Binding Commitment volumes for the preceding quarter (the "Quarterly Notice"). If GEHC purchased less than the sum of the three Binding Commitment volumes for the quarter, such shortage shall be deemed a "Shortfall," and GEHC shall be obligated to place Purchase Orders within 30 days of receipt of the Quarterly Notice to purchase the Shortfall from the preceding quarter. If GEHC purchased more than the sum of the three Binding Commitment volumes during the quarter, the excess volume above the sum of the three Binding Commitment volumes shall be deemed an "Overage." GEHC, at its discretion, may elect to offset its liability for Shortfall volumes with accrued Overage volumes at any time, provided each accrued Overage volume shall expire within 12 months from the date it was recorded in the applicable Quarterly Notice. Notwithstanding the foregoing, nothing herein shall obligate GEHC to purchase Custom Products, including pursuant to the Binding Commitment(s), to the extent Supplier is not able or fails to meet GEHC's delivery or quality requirements.

In consideration of the foregoing Binding Commitment, Supplier hereby commits to sell to GEHC, in accordance with the terms of this Agreement, at least the volume of Custom Products represented by the Binding Commitment volumes. To this end, Supplier covenants and agrees to possess and maintain the necessary capacity, machinery, personnel and resources to sell to GEHC at least the volume of Custom Products represented by the Binding Commitment volumes within the lead times agreed herein. Failure by Supplier to comply with this obligation shall constitute a material breach of this Agreement and/or the related Purchase Agreement. In addition, Supplier agrees to use commercially reasonable efforts to maintain capacity, manufacture and deliver products to meet GEHC's forecasted demand for products within the lead times agreed herein.

(c) Raw Materials Inventory. Based on GEHC's Binding Commitment, Supplier shall at its cost and expense purchase the quantity of Raw Materials **specified in Appendix B** to support the Binding Commitment (such authorized inventory of Raw Materials, the "**Raw Materials Inventory**"). In the event a Custom Product becomes obsolete or upon expiration or termination of this Agreement, and subject to Supplier's reasonable efforts to mitigate GEHC's liability for such Raw Materials Inventory, GEHC shall be obligated to, at its sole discretion, either consume the Raw Material Inventory by purchasing Custom Products or purchase any unused Raw Materials Inventory at Supplier's actual documented cost thereof, provided that in no event shall GEHC be obligated to purchase

pursuant to this Section 2(c) any Raw Materials Inventory in excess of amounts thereof Supplier is permitted to maintain pursuant to this Section 2(c). With each Quarterly Notice, Supplier will deliver to GEHC a report detailing the amount of Raw Materials Inventory on hand. Supplier agrees to permit GEHC or its authorized representative access to the premises at which the Raw Materials Inventory is held at any time upon reasonable notice during normal working hours for purposes of verifying the amount or quality of Raw Materials Inventory.

(d) End of Life Orders. In the event that either Supplier or GEHC becomes aware that any Raw Materials used in the manufacturing of Custom Products is expected to be discontinued or no longer available, the Parties shall mutually determine the quantity of such Raw Materials that Supplier shall order and carry, and such inventory shall be deemed Raw Materials Inventory under Section 2(c). GEHC will not be responsible for, or in any way liable to Supplier or any third party, with respect to any material commitments or production arrangements other than as set forth herein.

(e) Supplier is not authorized to ship products to GEHC until receipt of a firm Purchase Order or Purchase Order release, which GEHC will work in good faith to provide within a period that is no less than the Supplier Processing Lead Time detailed in Appendix A prior to the requested ship date. Except as set forth herein, GEHC is under no obligation or commitment to purchase any products from Supplier until GEHC issues a firm Purchase Order for products subject to the terms of the Purchase Agreement.

3. Lead Time & Delivery. **In consideration of GEHC's authorization of this program, the new, reduced Purchasing Lead Time for the Custom Products are as set forth in Appendix A hereto.** Supplier shall access GEHC's iSupplier portal (iSP) on a daily basis in order to: (i) determine whether GEHC has issued any new Purchase Orders that day; and (ii) provide the acknowledgement of Purchase Order receipt through entering a promise date for delivery; (iii) review any changes to existing Purchase Orders and provide acknowledgement of the change through entering a new promise date for delivery; (iv) notify GEHC when Supplier is ready to ship; and (v) provide an advanced shipping notice and bar code for every shipment. Supplier shall deliver the Custom Products, in the standardized Box quantity specified in Appendix A hereto, on the required delivery dates specified by GEHC in accordance with the applicable Purchase Orders, and the terms and conditions of such Purchase Agreement and/or Purchase Orders shall apply to all purchases and deliveries of the Custom Products purchased by GEHC and delivered by Supplier to GEHC.

4. Term and Termination.

(a) This Agreement is effective upon the Effective Date written above and will remain in effect for the Term of the Purchase Agreement, unless earlier terminated as set forth herein. If GEHC's purchase of products is on a Purchase Order-only basis, this Agreement will remain in effect until terminated by GEHC.

(b) GEHC may terminate this Agreement, in whole or in part, at any time without cause by giving sixty (60) days' prior written notice to Supplier.

5. Miscellaneous. The governing law of this Agreement and the handling of any disputes related thereto shall be as set forth in the Purchase Agreement. Supplier may not assign or transfer this Agreement or any of its rights and obligations hereunder without GEHC's prior written consent. No claim or right arising out of a breach of this Agreement shall be discharged in whole or part by waiver or renunciation unless supported by consideration and signed by the aggrieved party. No failure by either party to enforce any rights hereunder shall be construed a waiver. All provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed after expiration or termination of this Agreement shall survive expiration or termination of this Agreement. This Agreement may be executed in one or more counterparts in electronic or other written form.

6. Entire Agreement and Order of Precedence. This Agreement constitutes the entire agreement between GEHC and Supplier about the subject matter hereof and, other than the Purchase Agreement, supersedes all prior oral and written statements concerning the subject matter hereof. In the event of a conflict between this Agreement and the applicable Purchase Agreement with respect to the subject matter hereof, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[GE PRECISION HEALTHCARE LLC]	[DIVA Laboratories, Ltd.]
By: _____	By: _____
Name: _____	Name: _____
Title:_____	Title: _____
Date:_____	Date: _____

APPENDIX A

GE Plant (ORG)	**Custom Product**	**New Lead-Time** (working days)			**Box Qty**	**MOQ** (Minimum Order Qty)
		Supplier Processing Lead-Time	Transit Time	**Purchasing Lead-Time** (total)		
BOP	2087900-001	15	35	50		240
BOP	2043223-001	15	5	20		700
BOP	2045010-001	15	10	25		700

APPENDIX B

Custom Product	**Raw Material**	**# of days of Raw Material to be held in inventory**	**MOQ**
2087900-001	FM2 UI BD (2089707-001 REV H,FLEX)	180	312
2087900-001	T/P SCREEN (19,R5,E115352,ELO)	180	300
2087900-001	MAIN BD ASSY (1926A-1AN)	60	100
2087900-001	ENCODER (80mm,62V22-02-030C,GRAYHILL)	540	1000
2087900-001	FM2 ALARM BD (M1174319 REV D,FLEX)	180	312
2087900-001	REAR COVER (USE1921A,2042537-001,C6600)	540	1000
2087900-001	H WIRE*28(DF-13DP&FIX30M,COR,300mm,WD)	1080	2000
2087900-001	FFC CABLE (P=1.0,10P,600mm)	360	500
2087900-001	TRIM KNOB (GE MAX,406080-003,WT&M)	540	1000
2087900-001	H WIRE*15 (B3-2000-16P*2,340mm)	360	500
2087900-001	EXPANDED SCREEN (A) (GE MAX 15"/19")	120	200
2087900-001	I/O BRACKET (USE1521A/1921A,2042654-001)	150	250
2087900-001	SPEAKER SET (P20CS100G-M25NT-7RZ,VECO)	2700	5000
2087900-001	CABLE MOUNTING BAR	150	250
2087900-001	I/O LABEL (W/O DC-DC) (19")	180	300

2087900-001	SPEAKER (8Ω,1W,S08-060-V1C,19",MISCO)	540	1000
2087900-001	TACT SW (KSA1A331LFTR,C&K)	5400	9750
2087900-001	CRYSTAL (12MHz,R,HC-49/S,TXC)	540	1000
2087900-001	ROTARY ENCODER (DC11B2022213-DI,HG)	180	300
2087900-001	DMP5012B P/S ASSY	60	100
2087900-001	IC (24LC16BT-I/SN,SMD,MICROCHIP)	1620	3300
2087900-001	IC (24LC21AT-I/SNG,SMD,MICROCHIP)	1620	3300
2087900-001	IC (74LVC1G08GV,SMD,NEXPERIA)	1620	3300
2087900-001	IC (SLCP2102-GM,SMD,SL)	810	1500
2087900-001	IC (LM3526M-H,SOIC-8,SMD,TI)	1350	2500
2087900-001	IC (NC7SZ08M5X,SMD,FAIRCHILD)	1620	3000
2087900-001	IC (NE555DR,SMD,TI)	1350	2500
2087900-001	IC (PCM2901E,SMD,TI)	1080	2000
2087900-001	IC (TL432AIDBZR,SOT-23,SMD,TI)	1620	3000
2087900-001	IC (USB2507,SMD,SMSC)	2700	4760
2087900-001	SPRING CLIP (GE MAX, 79-07-07400P, EH)	5400	10000
2087900-001	GCX PLATE (FLP-0001-19B)	540	1000
2087900-001	LCD MODULE (G190EAN01.0,AU_002 19")	120	207