MUTUAL NON- DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Agreement (the «Agreement»), is entered into as of 18/03/2024 (the « Effective Date ») by and between :

Substrate HD SAS having its principal place of business at 65 avenue Cantini, Tour Méditerranée, Marseille, France, duly registered under number 820 967 875 at the *Registre du commerce et des sociétés* of Marseille, hereinafter called "Volta Medical"

And

DIVA Laboratories, Ltd. having its principal place of business at 9F., No.351, Sec. 2, Zhongshan Road, Zhonghe District , New Taipei City 235602, Taiwan R.O.C. duly registered under number 89376900 at the *Registre du commerce et des sociétés* of New Taipei city, hereinafter called the "Company",

Each a « Party » and together the « Parties ».

RECITAL

WHEREAS Substrate HD conducts its business in the field of interventional electrophysiology, including research, development and marketing of innovative software solutions for cardiac electrophysiologist for research and medical diagnostic purposes,

WHEREAS DIVA Laboratories is a company specialized in design, manufacture and sales of LCD displays used throughout the medical instrumentation, diagnostic imaging and surgical markets.

WHEREAS, the Parties desire to enter into discussions and exchange information **concerning Volta Medical and DIVA business collaboration including development and/or enhancement of Volta's Hardware components and the possibility of providing Volta Medical with touchscreens and other accessories** (the "**Purpose**), and to ensure that confidential information revealed during such discussions will be protected from disclosure.

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. Definitions and Confidentiality

"**Receiving Party**" shall mean any Party receiving any information from the other Party.

"**Disclosing Party**" shall mean any Party disclosing any information to the other Party.

Each Party acknowledges and agrees that all nonpublic, confidential, and/or proprietary information disclosed by a Disclosing Party to a Receiving Party including without limitation any and all business, financial, operating, pricing, and scientific information, methodologies, trade-secrets, proposals, any technical, clinical information and results, equipment, materials, software, algorithm, samples, technology, technical documentation, records, correspondence or deliverables, product or service specifications or strategies or information, intellectual property, plans (including but not limited to marketing plans), information relating to existing, previous and potential suppliers, customers, contracts and products, inventions, unreleased software applications, knowledges and other know-how, drawings, photographs, models, mock-ups, design and performance specifications, production volumes, and production schedules or third-party information, personally identifiable information or otherwise, that it may learn, collect, obtain , maintain, transmit, or develop for, from, or on behalf of the Disclosing Party, its agents, employees, officers, directors, and/or representatives, regardless of form, format, or medium, whether tangible or intangible or disclosed orally, in writing, or visually or any information available during visits to the premises or otherwise, regardless of whether protectable under any law or regulation, and regardless of protection, markings or dissemination ("**Confidential Information**"), shall be considered, deemed, treated, and protected by the Receiving Party as proprietary, sensitive, and confidential to, or of independent economic value to, the Disclosing Party. Any work product or portion thereof relating to or derived from any Confidential Information, in whatever form contained, generated by any Party, which discloses Confidential Information shall also be deemed to be Confidential Information.

For clarity, there is no requirement to mark information as confidential and any failure to so mark will not relieve the Receiving Party of its obligations hereunder.

The Receiving Party (i) shall use the Confidential Information only for the Purpose and (ii) shall not use for its own benefit (other than the Purpose) or the benefit of any other party, disclose, make available or permit disclosure of Confidential Information or any portion thereof, (iii) shall not allow or permit any Confidential Information or any portion thereof to be corrupted or infected or misappropriated or used except and solely to the Disclosing Party's right, title, interest and benefit, and (iv) shall execute such further instruments as the Disclosing Party may require to carry out these obligations and agreements.

The Disclosing Party agrees that in pursuit of the Purpose, the Disclosing Party shall disclose to the Receiving Party only information which the Disclosing Party has the right to freely disclose without incurring legal liability to or violating rights of others.

ARTICLE 2. Duration

Except as otherwise noted herein, this Agreement shall expire 2 (two) years from the Effective Date, unless earlier terminated by a Party by the giving of at least sixty (60) days' notice in writing. Notwithstanding this, the Receiving Party's obligations under this Agreement with respect to any item of Confidential Information shall continue for five (5) years upon the expiration of this Agreement or its termination for any reason whatsoever; provided, however, that any Confidential Information which is also a "trade secret" under applicable law in addition to being Confidential Information, shall remain confidential for so long as such information would remain a trade secret under applicable law.

In addition, the obligations of the Parties under this Agreement that by their nature continue beyond the expiration or termination of this Agreement shall survive any termination or cancellation of this Agreement.

At any time, upon the Disclosing Party request and at the expiration or termination of this Agreement, each Receiving Party undertakes to destroy all documents and other items that contain the Confidential Information received from the Receiving Party. However, at its sole discretion, the Disclosing Party may require the Receiving Party to immediately return to the Disclosing Party all written, graphic and other tangible forms (including drawings, writings, recordings and records of every type and all copies thereof) embodying any form of Confidential Information or portion thereof. At the request of the Disclosing Party, the Receiving Party shall have a senior officer certify that all of the documents constituting the Confidential Information have been returned or destroyed

ARTICLE 3. Use of Confidential Information

Each Party shall:

- not release, use, sell, transcribe, transfer, publish, disclose, copy (whether by machine or by hand), display, reproduce, reverse engineer, decompile or disassemble, or otherwise deal with the Confidential Information in any manner whatsoever unless otherwise permitted by this Agreement;
- treat and maintain the Confidential Information received from the Disclosing Party in strict confidence, and more generally to use at least the same degree of care to avoid disclosure of such information as it employs with respect to its own proprietary information, which shall in no case be less than a reasonable degree of care;
- provide such Confidential Information only to its employees who strictly need to know such information for the Purpose of this Agreement and are required to comply with confidentiality by terms no less than stringent as those contained herein;
- not make any copy or reproduce the Confidential Information except as may be necessary for the Purpose, provided that such copies or reproductions contain the indications of confidentiality;
- take all necessary precautions to ensure that no one other than a duly authorized third party, may have access to such Confidential Information. the Receiving Party undertakes not to disclose all or part of the Confidential Information to any third party without the prior written consent of the Disclosing Party.

No provision of this Agreement shall be construed as obliging any Party to disclose Confidential Information to the other Party. All information, including Confidential Information provided by the Disclosing Party is strictly on an As-is basis, without representation or warranty (express or implied), including without limitation any warranty or merchantability, title, fitness for a particular purpose or non-infringement.

ARTICLE 4. Exceptions to confidentiality

No information shall be regarded as Confidential Information which the other Party can show by competent proof:

- is lawfully in the possession of the Receiving Party prior to disclosure, as shown by written records and without an obligation of confidentiality and was not acquired directly or indirectly from the Disclosing Party;
- is at the time of disclosure, or thereafter become known publicly, or otherwise becomes part of the public domain, other than as a result of a breach of this Agreement or other fault on the part of the Receiving Party;
- is lawfully disclosed to the Receiving Party in good faith by a third party, without any breach of the Agreement by the Receiving Party or any breach of any agreement between such third party and a Party to this Agreement.
- is independently developed by the Receiving Party, without the aid, use, or application of the Confidential Information received hereunder, as evidenced by written records;
- is subject to a lawful legal order to disclose by a governmental or judicial body; provided however, that upon the Receiving Party reasonably believing it has or may become subject to such an order to disclose, it shall promptly

notify the Disclosing Party and cooperate with the Disclosing Party in seeking to rescind or modify such order of disclosure as is desired by the Disclosing Party. This clause is only an exception to disclosure in the particular case so ordered, and shall not be construed as authorizing any other disclosure or otherwise changing the nature of the information as Confidential Information for all other purposes.

ARTICLE 5. Property of Confidential Information

The Confidential Information shall remain the sole and exclusive property of the Disclosing Party including all applicable rights to patents, copyrights, trademarks and trade secrets inherent herein and pertinent thereto. Unless otherwise agreed in writing by an authorized representative of the Disclosing Party, Recipient, each Party commits itself not to apply for any industrial property rights which may include Confidential Information received from the Disclosing Party.

Nothing in this Agreement shall be construed, implicitly or explicitly, as a concession of license or right to an invention, trade secret or other intellectual property rights owned used or licensed by the Disclosing Party to the Receiving Party. Nothing in this Agreement shall be construed as obliging either Parties to enter into any trade agreement, business arrangement or contractual agreement with the other Party.

ARTICLE 6. Dispute – Jurisdiction and Applicable law

Each Party acknowledges that the disclosure of any aspect of the Confidential Information or portion thereof may give rise to irreparable injury to the Disclosing Party which would be inadequately compensable in damages. Accordingly, the Disclosing Party may seek to obtain injunctive relief to prevent the unauthorized use or disclosure of the Confidential Information in addition to any other legal remedies which may be available to it, and the Receiving Party hereby consents to the obtaining of such injunctive relief in the event of unauthorized use or disclosure of the Confidential Information.

This Agreement and the performance of this Agreement, and any non-contractual obligations arising from or connected with this Agreement shall be governed by and construed in accordance with the laws of France without giving effect to the principles thereof relating to conflicts of laws. The relevant court of Marseille shall have exclusive jurisdiction.

ARTICLE 7. General

7.1. Authority of signing person
The Parties certify that the signatories of this Agreement are duly authorized.

7.2. Assignment
Neither Party may assign or transfer all or part of this Agreement without the prior written consent of the other Party.

7.3. Amendment
This Agreement sets forth the entire agreement and understanding between the Parties regarding the Purpose and Confidential Information. It supersedes and cancels all agreements, commitments, statements, negotiations, and communications, either oral or written, between the Parties as to the subject matter of this Agreement.
This Agreement may not be modified, nor the terms hereof waived, absent the express written consent of the Parties. The course of conduct or course of dealing of the Parties shall not serve to amend, modify, terminate or waive the provisions of this Section.

7.4. Waiver
The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement. The offending provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

7.5. Notice
Any notice provided for or concerning this Agreement shall be made by certified or registered mail sent to the other Party at the address written on the first page of this Agreement.

For Substrate HD SAS doing business as Volta Medical Laurent Launay Senior Vice-President Engineering Marseille	**For DIVA Laboratories, Ltd.** Tony Chao General Manager Taiwan R.O.C.