

CONFIDENTIALITY AGREEMENT FOR USER MANUAL

This Confidentiality Agreement (this "Agreement") is signed by the following parties and shall take effect on _____.

Party A: Neuracle Technology (Changzhou) Co., Ltd.

Unified Social Credit Code: 91320411MADUK3N1XC

Legal Representative: Honglai Xu

Registered Address: 6-B602 R&D HUB Changzhou Science and Education Town No.18
Changwu RD, Wujin District, Changzhou City, Jiangsu Province, China

Party B: _____

Unified Social Credit Code: _____

Legal Representative: _____

Registered Address: _____

Either of the above parties is referred to as a "Party", and both parties are collectively referred to as the "Parties".

Whereas:

1. Party A is the lawful owner of medical device products and provides Party B with product user manuals (including paper, electronic, oral forms, etc.), and Party B shall bear confidentiality obligations for such manuals and relevant information.
2. For the purpose of protecting the relevant information and rights of both parties, both parties agree to comply with the provisions of relevant laws and this Agreement and undertake confidentiality obligations.

To clarify the rights and obligations between Party A and Party B, both parties hereby conclude this Agreement on the confidentiality of relevant information through friendly negotiation:

1. Confidential Information

1.1 Confidential Information referred to in this Agreement means all non-public information of the medical device product user manuals provided by Party A, whether marked "Confidential" or not, including but not limited to:

The full text of the product user manual (including operation procedures, maintenance guidelines, calibration methods, troubleshooting, software operation instructions, parameter settings, safety warnings, etc.).

1.2 Exclusion Clauses: The following information is not Confidential Information:

- (1) Information that has entered the public domain through legal channels;
- (2) Information lawfully held by Party B prior to receipt and not derived from Party A;
- (3) Information lawfully obtained by Party B from a third party without confidentiality obligations.

2. Provision and Use of Information

2.1 Party B agrees not to disclose Confidential Information to any third party for any reason or purpose without the prior written consent of Party A during the confidentiality period specified in Article 7 of this Agreement.

2.2 Party B warrants and agrees to limit the scope of personnel who have access to Confidential Information to employees and professional personnel of recognized intermediaries who need to know such Confidential Information for the performance of work related to the proposed cooperation.

3. Ownership

Party B agrees that all Confidential Information provided is valuable and special property belonging to the Disclosing Party, and the provision of such Confidential Information by one Party shall not be deemed to grant any rights regarding Confidential Information to the other Party.

4. Standard of Care

Party B agrees that when protecting Party A's Confidential Information, its standard of care shall not be lower than the standard for protecting its own proprietary Confidential Information and the usual confidentiality standard for similar information. In addition, the storage and handling of Confidential Information shall meet the requirements to avoid unauthorized disclosure and use.

5. Return of Confidential Information

Upon termination or rescission of this Agreement, or at the request of Party A, Party B shall return all carriers of Confidential Information (paper manuals, electronic files, storage devices, etc.) within 7 working days, or completely destroy all copies (including backups) as required by Party A, without retaining any form of copies.

Party B shall submit a "Confirmation of Return/Destruction of Confidential Information" to Party A, stating the return/destruction status, which shall be signed and confirmed by the legal representatives or authorized representatives of both parties.

6. Exclusions from Confidentiality Obligations

Party B shall have the right to disclose Confidential Information to third parties without any liability under the following circumstances:

6.1 Disclosure of Confidential Information in accordance with the legal requirements of public authorities. However, in such cases, Party B shall notify Party A in advance before disclosure, so that Party A has the opportunity to defend, restrict or protect the surrender or disclosure of information under such circumstances. Party B shall only disclose the part of Confidential Information required to be disclosed by law, and shall use reasonable efforts to obtain reliable assurance or commitment from public authorities that public authorities will treat the Confidential Information to be disclosed in the same way as confidential information;

6.2 Disclosure of Confidential Information to third parties with the written authorization of Party A.

7. Confidentiality Period

The confidentiality period under this Agreement: This Agreement is a necessary document for cooperation between both parties and shall take effect on the date indicated at the beginning after being affixed with official seals by both parties. The confidentiality obligation period of both Parties shall be long-term effective and perpetual.

8. Liability for Breach of Contract

8.1 Party B shall strictly perform the confidentiality obligations under this Agreement and abide by its commitments. In case of any breach of confidentiality obligations under this Agreement, regardless of whether the cooperation between both parties has been terminated, the breaching Party shall compensate the other Party for all losses and bear other liabilities for breach of contract as defined by law, including but not limited to claim expenses paid by the other Party for recovering losses.

8.2 Party B shall be directly liable to Party A for the confidentiality obligations of its representatives who need to know Confidential Information, regardless of whether such representatives who have obtained Confidential Information resign from Party B or still have a contractual relationship with Party B during the confidentiality period.

9. Dispute Resolution

9.1 Any dispute or controversy arising out of or in connection with this Agreement (including disputes regarding the existence, validity or termination of the provisions of this Agreement, or the consequences of invalidity) shall be resolved by both parties through friendly negotiation. If negotiation fails, either party shall have the right to file a lawsuit with the people's court having jurisdiction over the place where Party A is located. The arbitral award shall be final and binding on both parties.

9.2 When any dispute arises and is being resolved in accordance with the provisions of the preceding paragraph, both parties shall have the right to continue to exercise other rights under this Agreement and perform other obligations under this Agreement, except for the disputed matters. If any provision of this Agreement is found invalid by a court or arbitral institution, it shall not affect the validity and enforcement of other provisions.

10. Agreement Text

This Agreement shall take effect on the date when authorized representatives of both parties sign and affix official seals, and shall be made in duplicate, with each party holding one copy, having the same legal effect.

(No text here below)

(This page is intentionally left blank and is the signature page of the Confidentiality Agreement)

In witness whereof, this Agreement is signed by both parties on the date indicated at the beginning.

Party A: Neuracle Technology (Changzhou) Co., Ltd.

Signature of Legal Representative or Authorized Representative:

Party B: _____

Signature of Legal Representative or Authorized Representative:

Date: _____