**January 25, 2023, (“Effective Date”)**

Ravinia Capital LLC
Attn: Mr. Thomas C. Goldblatt

Managing Partner

**RE: “Med Devices” – Confidentiality and Non-Disclosure Agreement**

This **Confidentiality and Non-Disclosure Agreement** (this “Agreement”) sets forth the basis upon which Ravinia Capital LLC (“Ravinia”), on behalf of its client (referred to herein as the “Company”), is willing to provide certain Confidential Information (defined below) to the recipient identified on the signature page (“Recipient”) for use in connection with Recipient’s analysis of a potential transaction involving the Company (“Transaction”). Ravinia and Recipient are each sometimes referred to individually in this Agreement as a “Party” and collectively as the “Parties.”

Recipient acknowledges and agrees that:

1. Ravinia has been engaged by Company to serve as Company’s exclusive investment bank and intermediary to assist Company in effecting a Transaction.
2. Recipient is a potential counterparty considering whether to engage in a Transaction.
3. To determine whether it wishes to make a proposal to Ravinia regarding a Transaction, Recipient desires to review certain Confidential Information that Company has made available to Ravinia for distribution to prospective Transaction counterparties, provided that such counterparties first execute this Agreement.
4. For purposes of this Agreement, “Confidential Information” means all information, documents, data and materials furnished or disclosed to Recipient in any manner after the Effective Date of this Agreement, whether or not designated as confidential, including, without limitation, in written form, orally, or through any electronic, facsimile or computer-related communication or any other medium, whether intentionally or unintentionally, by the Company or by any of its agents, lenders, representatives, accountants, advisors (including, without limitation, Ravinia), attorneys or employees that relate in any way to either (a) the proposed Transaction; (b) any one or more of Company, its subsidiaries, affiliates, business operations, or affairs; or (c) any of Company’s suppliers, vendors, employees or customers, and that, in each case, is furnished to either or both Recipient and its Representatives (defined below) by or on behalf of Company in connection with the Transaction. The term “Confidential Information” also includes, without limitation, all (i) pitchbooks, confidential information memorandums, financial models, analyses, appraisals, environmental studies, term sheets and proposed structures regarding a Transaction prepared either by Company or by Ravinia and disclosed to Recipient; and (ii) analyses, compilations, extracts, forecasts, studies, or other documents prepared by either Recipient or Recipient’s Representatives that contain, reflect or are otherwise based on Confidential Information. As used in this Agreement, “Representatives” means any one or more of Recipient’s affiliates and its and their respective officers, directors, agents, employees, partners, members, managers, investors or consultants, (including, without limitation, Recipient’s attorneys, accountants and financial advisors) to whom Recipient has delivered or otherwise made available any Confidential Information.
5. The term “Confidential Information” does not include any information that (a) is or becomes generally available to the public (other than as a result of its disclosure by Recipient or its Representatives in violation of this Agreement); (b) is or becomes available to Recipient or its Representatives on a non-confidential basis from a source other than Company or Ravinia, provided that such source is not prohibited from disclosing such information to Recipient by a legal, contractual, or fiduciary obligation to Company; (c) was independently developed by Recipient or its Representatives without violating any obligations under this Agreement; or (d) was in Recipient’s or its Representatives’ possession on a non-confidential basis before receiving such information from either of Ravinia or Company.
6. All Confidential Information received by either Recipient or its Representatives shall be used solely for deciding whether to engage in a Transaction with Company. Unless otherwise provided in this Agreement or pursuant to a separate written agreement executed by Company and Recipient, all Confidential Information received by either of Recipient or its Representatives shall be kept confidential, it being understood and agreed that Recipient may disclose Confidential Information only (a) to Representatives who need to know such Confidential Information for purposes of deciding whether Recipient should engage in a Transaction with Company and who agree to be bound by the confidentiality and terms of this Agreement, or (b) subject to paragraph 10 below, as may be required by any law, order, regulation or ruling applicable to Recipient. Recipient agrees to be responsible for any breach of this Agreement either by itself of by any of its Representatives.
7. Without the prior consent of Company, Recipient will not, and will cause and direct its Representatives not to, disclose to any person (a) the fact that discussions or negotiations are taking place concerning a possible Transaction between Company and Recipient; (b) that Recipient has requested or received Confidential Information regarding the Company; or (c) any of the terms, conditions, or other facts with respect to any such possible Transaction, including the status thereof. The term “person” as used in this Agreement will be interpreted broadly to include, without limitation, any corporation, company, partnership, limited liability company, joint venture or individual, or other entity.
8. The Company may elect at any time to terminate further access to the Confidential Information by either Recipient or its Representatives. Upon written request from either Company or Ravinia, Recipient will, and will cause its Representatives to, promptly destroy the Confidential Information, and all notes or other material derived from, or containing any, Confidential Information. Recipient will, and will cause its Representatives to destroy the Confidential Information, and all notes or other material derived from or containing any Confidential Information upon consummation of one or more transactions effecting the Transaction. Promptly thereafter, upon written request from either Company, its successor if applicable, or Ravinia, Recipient shall, and shall cause its Representatives to, confirm in writing (e-mail shall be sufficient) to Company, its successor if applicable, and Ravinia that all such Confidential Information and other material has been destroyed in compliance with this Agreement. Termination of this Agreement will not affect the confidentiality obligations imposed by this Agreement on Recipient and its Representatives, which obligations shall continue in effect as provided in paragraph 15 of this Agreement. Anything in this paragraph 8 to the contrary notwithstanding, Recipient and its Representatives may retain Confidential Information (a) on backup tapes or on media created through automated archival processes in the ordinary course of business of the Recipient and its Representatives, (b) to the extent necessary to comply with any applicable laws, regulations or established document retention policies, and (c) as necessary to comply with standard electronic backup and archival procedures of the Recipient and the Representatives; provided, however, that Recipient shall, and shall cause its Representatives to, maintain the confidentiality of all such retained Confidential Information for the term of this Agreement.
9. Recipient hereby acknowledges that money damages may not be a sufficient remedy for any breach by Recipient or its Representatives of this Agreement, and that Company is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach (without the obligation to post any bond or surety in connection therewith). Such remedy will not be the exclusive remedy for a breach of this Agreement but will be in addition to all other remedies available at law or equity to Company.
10. If Recipient or any of its Representatives is requested or required by law, judicial or governmental order, or other legal process or pronouncement (including any discovery request) to disclose any Confidential Information, Recipient will give Company prompt written notice of such request or requirement (unless Recipient or its Representatives are otherwise legally prohibited from giving such notice) so that Company may seek at its own cost and expense an appropriate protective order or other remedy. If either Recipient or its Representatives do not obtain such a protective order or other remedy, Recipient will, and will cause its Representatives to, as applicable, furnish only that portion of the Confidential Information that, upon the advice of its legal counsel is legally required to be disclosed under applicable law. Anything in this paragraph 10 to the contrary notwithstanding, without notice to Company or Ravinia, neither Recipient nor its Representatives may disclose Confidential Information in connection with routine supervisory examinations by regulatory authorities with jurisdiction over Recipient or its Representatives and not directed at Company or a potential Transaction, and provided that Recipient shall, and shall cause its Representatives to, as applicable, inform any such regulatory authorities that the Confidential Information is confidential and seek assurances that such regulatory authorities keep the Confidential Information confidential.
11. Neither Company nor its affiliates, agents, representatives, advisors (including, without limitation, Ravinia) or employees (a) makes any representation or warranty as to the accuracy or completeness of the Confidential Information, or (b) shall have any liability either to Recipient or its Representatives resulting from use of the Confidential Information by either Recipient or its Representatives.
12. For a period of two (2) years following the Effective Date of this Agreement, unless Recipient consummates a Transaction, Recipient will not, and will cause its Representatives, acting on behalf of Recipient, to not, directly or indirectly, solicit for employment, hire or engage any officer, director or employee of Company; provided, however, Recipient will not be deemed to have breached this Agreement by (a) placing a public advertisement that is not directed at employees of Company and hiring any such employee who responds to that advertisement; (b) hiring an employee of Company whose employment was terminated without such employee’s breach of his or her legal or contractual obligations to Company; and (c) hiring an employee of Company who approaches Recipient on his or her own accord. It is understood that Ravinia will arrange for appropriate contacts for due diligence purposes.
13. All (i) communications regarding a Transaction (ii) requests for additional Confidential information; (iii) requests for facility tours or management meetings; and (iv) discussions or questions regarding procedures, will be submitted or directed only to Ravinia.
14. Neither this Agreement, nor Recipient’s receipt of Confidential Information, creates any obligation by Company to proceed with a Transaction.
15. No contract or agreement providing for any Transaction will be deemed to exist between Recipient and Company unless and until Recipient and Company execute and deliver to each other a final definitive agreement relating thereto (a “Transaction Agreement”). For purposes of this paragraph, the term “Transaction Agreement” does not include an executed letter of intent (or financing proposal), or any other preliminary written agreement, nor does it include any written or oral acceptance of an offer or proposal on Ravinia’s part. Recipient hereby waives any claims (including, without limitation, a claim for breach of contract) against Company and Ravinia in connection with any Transaction arising before Recipient and Company have executed and delivered to each other a Transaction Agreement. Recipient also agrees that unless and until Recipient and Company have executed and delivered to each other a Transaction Agreement, neither Recipient nor Company will be under any legal obligation of any kind whatsoever regarding a Transaction by virtue of this Agreement except for the matters specifically covered by this Agreement. Recipient further acknowledges and agrees that Company reserves the right, in its sole discretion, to reject any proposals made by either or both Recipient or its Representatives regarding a Transaction, and to terminate discussions and negotiations with Recipient regarding a Transaction at any time and for any reason. Recipient further understands that Company shall be free to establish and change any process or procedure concerning a Transaction in its sole discretion including, without limitation, (i) negotiating with and entering into a Transaction Agreement with any other entity or (ii) postponing or abandoning its efforts to consummate a Transaction, in any case without prior notice either to Recipient or any other person.
16. Recipient’s obligations prescribed in this Agreement shall terminate two (2) years after the Effective Date of this Agreement.
17. Recipient and Company will each pay their own expenses regarding this Agreement and consideration of a Transaction.
18. This Agreement shall be governed by the internal laws of the State of Illinois, without regard to Illinois’ conflict of law rules, and may be modified or waived only by a separate agreement executed by the Company and Recipient expressly so modifying or waiving such Agreement. In any dispute arising under or related to this Agreement, Recipient irrevocably and unconditionally consents to jurisdiction of the federal or state courts located in Cook County, Illinois and waives any defense of improper venue or forum nonconveniens.
19. Recipient may not assign its rights or delegate its duties under this Agreement without the Company’s written consent. The Company shall have the right to assign this Agreement to a successful purchaser of its assets in the event of a sale.
20. The Company is a third-party beneficiary of this Agreement and will have the right to take independent action (with or without the participation of Ravinia) to enforce the rights and obligations created in this Agreement.
21. No failure or delay by Company in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
22. The provisions of this Agreement are severable. If any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain valid and enforceable.
23. This Agreement is for the benefit of Ravinia and the Company. This Agreement shall bind and inure to the benefit of the Parties and Company and their respective successors and assigns. Notwithstanding the foregoing, none of the restrictions contained in this Agreement shall apply to any investment or portfolio company related to Recipient who is not provided with Confidential Information. A signed copy of this Agreement delivered by email, 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.
24. This Agreement constitutes the complete agreement between Company and Recipient regarding the Agreement’s subject matter and supersedes all contemporaneous and prior agreements and understandings, both written and oral, between them relating to that subject matter. Recipient represents that the person signing this Agreement on behalf of Recipient is fully authorized to do so and to bind Recipient to the Agreement’s terms.

**Recipient,**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Company Name

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
with authority to bind the entity.

Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023