

Aaron P. Minnis, Esq. (SBN202935)
Sonya L. Smallets, Esq. (SBN226190)
Evan R. Ettinghoff, Esq. (SBN298949)
MINNIS & SMALLETS LLP
57 Post Street, Suite 801
San Francisco, California 94104
T: (415) 551-0885
F: (415) 683-7157
E: aaron@minnisandsmallets.com

Attorneys for Plaintiff
MATTHEW TRUEBE

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

04/27/2022
Clerk of the Court
BY: LAURA SIMMONS
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO—UNLIMITED JURISDICTION

CGC-22-599376

MATTHEW TRUEBE,

Plaintiff,

vs.

CEREBRAL, INC; & DOES 1
THROUGH 10, INCLUSIVE,

Defendants.

Case No.:

COMPLAINT FOR DAMAGES

- (1) Violation of Cal. Labor Code §1102.5
- (2) Wrongful Discharge in Violation of Public Policy
- (3) Violation of Business & Professions Code §§17200 *et seq.*
- (4) Breach of Written Contract
- (5) Breach of Implied Covenant of Good Faith and Fair Dealing- Written Contract
- (6) Nonpayment of Wages in Violation of Cal. Labor Code §§ 200 *et seq.*
- (7) Promissory Fraud

Jury Trial Demanded

COMES NOW PLAINTIFF MATTHEW TRUEBE for causes of action, and
alleges as follows:

1 Cerebral, Inc is a mental health telemedicine company that provides its
2 patients/customers with access to therapy, counseling, and medication for
3 ADHD, anxiety, depression, and other conditions. In February 2021, Cerebral
4 hired Matthew Truebe for the position of Vice President, Product and
5 Engineering. Mr. Truebe performed well in his position, earning a solid
6 performance rating and positive feedback from his co-workers.

7 During his employment, Mr. Truebe spoke out against Cerebral's
8 unlawful business practices that consistently and at times egregiously put
9 profits and growth before patient safety, including objecting when Cerebral
10 planned to increase customer retention by prescribing stimulants to 100% of
11 its ADHD patients. Mr. Truebe also objected to Cerebral's practice of cheating
12 its employees out of stock options that they had worked hard to earn after
13 Cerebral demanded that he sign an amendment to his employment
14 agreement that would have retroactively reduced his stock option
15 compensation, as well as prohibited him from disclosing information that he
16 reasonably believed to constitute unlawful and unethical business practices
17 by Cerebral.

18 After Mr. Truebe raised concerns about signing the agreement, Cerebral
19 gave Mr. Truebe a negative performance evaluation, placed him on
20 administrative leave, and then wrongfully fired him without notice or basis
21 one day before his options vested, depriving Mr. Truebe of substantial
22 compensation and leaving him unemployed.

23 **I. ALLEGATIONS**

24 1. Cerebral is a subscription-based online mental health service that
25 arranges for patients/customers to meet with a telehealth clinician or
26 therapist who can diagnose and treat ADHD, anxiety, depression, and other
27 conditions. It is a privately held for-profit company founded in January of
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1 2020 and headquartered in San Francisco, California. Kyle Robertson is the
2 Chief Executive Officer.

3 2. The true names and capacities, whether individual, corporate or
4 otherwise, of DOES 1 through 10 are at this time unknown to Mr. Truebe,
5 who therefore sues said defendants by such fictitious names. Mr. Truebe will
6 ask leave to amend this complaint to reflect their true names and capacities
7 when the same have been ascertained. Mr. Truebe is informed and believes,
8 and thereon alleges, that each of said defendants is responsible, jointly and
9 severally, for the events and injuries described herein and caused damages
10 thereby as alleged herein.

11 3. Mr. Truebe is informed and believes, and thereon alleges, that at
12 all times mentioned herein each and every co-defendant was and is the
13 predecessor-in-interest, successor-in-interest, agent, counselor, employee,
14 servant, partner, franchisee and/or joint venturer of each of other co-
15 defendant, and in doing the actions hereinafter mentioned, was and/or is
16 acting within the scope of its authority within such agency, employment,
17 counseling, service, partnership, franchise and/or joint venture or single
18 enterprise, and with the permission and consent of each co-defendant.
19 Plaintiff alleges that each of said defendants is responsible, jointly and
20 severally, for the events and injuries described herein and caused damages
21 thereby to Mr. Truebe as alleged herein.

22 4. Mr. Truebe resides in California and is a seasoned technology
23 leader with 17 years of experience, including 11 years in technology
24 management. He has prior experience working in highly regulated industries,
25 including finance and banking, consumer goods, and telecom in addition to
26 healthcare.

27 5. In early February 2021, Cerebral offered Mr. Truebe the role of
28 Vice President, Product & Engineering. Cerebral provided Mr. Truebe with a

1 written offer letter. The offer letter promised that Mr. Truebe would earn the
2 option to purchase 246,822 shares of Cerebral common stock. Pursuant to
3 the terms set forth in the offer letter, the shares vested over four years, with
4 25% of the award vesting on the one-year anniversary of the commencement
5 of Mr. Truebe's employment. (Exhibit 1)

6 6. At the time he received this offer from Cerebral, Mr. Truebe was
7 considering other job opportunities. However, Mr. Truebe agreed to work at
8 Cerebral based on Cerebral's promise of stock options and the CEO's
9 representation that Cerebral's options package made Cerebral's offer more
10 valuable than the other job offers that Mr. Truebe was considering.

11 7. Mr. Truebe's employment at Cerebral commenced on February
12 16, 2021.

13 8. Mr. Truebe's start date for vesting purposes was February 17,
14 2021, according to his vesting schedule.

15 9. As Vice President, Product & Engineering, Mr. Truebe's primary
16 job responsibility at Cerebral was leading the technology department,
17 including product management, application design, software engineering, IT
18 security and systems, and data. The technology department built,
19 maintained, and supported applications used by patients and clinicians, while
20 also improving the security of new and adopted applications.

21 10. Mr. Truebe successfully performed the responsibilities of his
22 position. In 2021, Cerebral provided Mr. Truebe with a written performance
23 evaluation in which it rated his overall performance as "above meets"
24 expectations. Mr. Truebe also received positive performance feedback from
25 his co-workers, including senior leaders and direct reports.

26 11. During his employment, Mr. Truebe observed and increasingly
27 spoke out against what he reasonably believed to be Cerebral's unlawful
28 business practices.

1 12. Within a few months after Mr. Truebe started working at Cerebral,
2 Cerebral's CEO directed Mr. Truebe to devote zero percent (0%) of his
3 technology resources to compliance so that all his technology resources could
4 be devoted to "activation and [patient] retention." As this would have
5 severely undermined Mr. Truebe's ability to ensure that Cerebral followed
6 applicable state and federal health care rules and regulations, Mr. Truebe
7 refused the CEO's directive and continued devoting resources to compliance
8 to ensure that Cerebral remained in compliance with applicable laws.

9 13. On August 5, 2021, Mr. Truebe conducted an analysis which
10 uncovered approximately 2,000 duplicate shipping addresses in Cerebral's
11 patient database. This suggested that customers were setting up duplicate
12 accounts to obtain additional medication. Mr. Truebe and another employee
13 conducted this analysis after it was discovered that a customer with duplicate
14 accounts received duplicate prescriptions from multiple Cerebral licensed
15 prescribers, which suggested prescription fraud. Mr. Truebe reported the
16 findings of his analysis to Cerebral's CEO and to Cerebral's General Counsel
17 and advised them that this issue needed to be addressed. However, to Mr.
18 Truebe's knowledge, they failed to act, and when Mr. Truebe raised the issue
19 at a larger meeting, Cerebral's CEO said that this issue was his "lowest
20 priority."

21 14. During Mr. Truebe's employment, the CEO asked Cerebral
22 employees to track the rate of retention of Cerebral's ADHD
23 patients/customers who were being prescribed stimulants by Cerebral
24 prescribers, as compared to those who were not. When Cerebral determined
25 that patients who were prescribed stimulants were more likely to remain
26 Cerebral customers, the CEO directed Cerebral employees find ways to
27 prescribe stimulants to more ADHD patients to increase retention. The CEO

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1 suggested that Cerebral should require prescribers to prescribe stimulants to
2 their patients.

3 15. Thereafter, Cerebral continued to track the retention rate of its
4 customers who were prescribed controlled substances as compared to those
5 who were not. At a meeting which Mr. Truebe attended, the Chief Medical
6 Officer (CMO) asked Cerebral employees to conduct an analysis of the
7 retention rate for customers who wanted a controlled substance who were
8 not matched to a Cerebral prescriber (i.e., someone who could prescribe the
9 controlled substance). The analysis showed customer retention was low for
10 this category of patients.

11 16. During a subsequent meeting, the CMO told employees, including
12 Mr. Truebe, that the CMO's goal was to prescribe stimulants to 100% of
13 Cerebral's ADHD patients. Mr. Truebe told the CMO that this was not safe or
14 legal, and that stimulants, which are addictive, should not be prescribed for
15 purely business reasons, such as to increase Cerebral's customer retention.

16 17. Mr. Truebe discovered that Cerebral employees and former
17 employees could gain unauthorized access to confidential patient medical
18 information. When Mr. Truebe's team investigated this issue, they
19 determined that tens of thousands of confidential patient records had been
20 compromised. Mr. Truebe reported the data breach to Cerebral leadership
21 and told them that it had to be reported to regulators. However, to Mr.
22 Truebe's knowledge, Cerebral failed to do so.

23 18. Around the same time, Cerebral's Chief Information Security
24 Officer ("CISO"), who reported to Mr. Truebe, raised concerns to Mr. Truebe
25 about a separate data security issue that could have resulted in the further
26 unauthorized disclosure of confidential medical information. The CISO told
27 Mr. Truebe that she wanted to formally document her concerns in writing to
28 the CEO and the General Counsel. When the CEO and General Counsel were

1 informed of the CISO's concerns, they pressured Mr. Truebe to instruct the
2 CISO not to document the issue, which he refused to do.

3 19. In early January of 2022, Mr. Truebe raised additional concerns
4 to the CEO about Cerebral's failure to adequately address patient safety
5 issues. When a patient safety issue, such as an overdose or suicidal ideation,
6 is reported to Cerebral, the issue is supposed to be documented and Cerebral,
7 through its health care professionals, is supposed to follow up, particularly if
8 the issue is serious. However, Mr. Truebe learned that, on many occasions,
9 Cerebral failed to address these incidents in a timely manner and sometimes
10 failed to respond at all. Mr. Truebe brought this issue to the attention of the
11 CEO and told the CEO that the CMO appeared more focused on business
12 development than clinical safety, referencing the fact that the CMO did not
13 attend compliance meetings. However, the CEO brushed aside Mr. Truebe's
14 concerns.

15 20. Around this time, Cerebral's General Counsel gave Mr. Truebe an
16 amendment to his offer letter that Cerebral wanted him to sign. The
17 amendment sought to replace language in his initial offer letter—which stated
18 that the company would grant Mr. Truebe the option to purchase 246,822
19 shares—with new language reducing Mr. Truebe's grant by approximately half
20 to just 125,000 shares. The amendment thus sought to reduce Mr. Truebe's
21 compensation by a total of 121,822 options, both prospectively and
22 retroactively.

23 21. Mr. Truebe told the General Counsel that he was reluctant to
24 renegotiate his compensation retroactively, and that he was concerned that
25 he was being subjected to retaliation for having been vocal about various
26 compliance issues. He asked the General Counsel to ensure that Cerebral
27 investigated his concerns. However, as far as Mr. Truebe is aware, Cerebral
28 made no such effort.

1 22. On January 13, 2022, the General Counsel again contacted Mr.
2 Truebe about the amendment. She said that the CEO believed that Mr. Truebe
3 had been "talking to people" and warned Mr. Truebe that he previously had
4 signed a nondisclosure agreement. She told Mr. Truebe that he "can't talk
5 negatively about the company" and "can't say [the company] is out of
6 compliance."

7 23. On January 18, the General Counsel sent Mr. Truebe a revised
8 amendment and said that he needed to let her know whether he would sign
9 it by the following day. Unlike the prior version, the revised amendment
10 included a non-disparagement clause that would have unlawfully prohibited
11 Mr. Truebe from discussing or disclosing, internally or otherwise, Cerebral
12 activities that he reasonably believed to be unlawful or unethical and further
13 stated that doing so would be grounds to terminate Mr. Truebe for cause.
14 Based on the General Counsel's comments, Mr. Truebe was concerned that
15 Cerebral included the unlawful non-disparagement provision in the
16 amendment to extinguish his right to blow the whistle regarding the
17 company's unlawful and unethical activities. (Exhibit 2)

18 24. On Friday, January 21, Cerebral's CEO demanded to speak with
19 Mr. Truebe after working hours. During the phone call, the CEO threatened
20 Mr. Truebe that, unless he signed the amendment, Cerebral would "go
21 nuclear," give Mr. Truebe a negative performance evaluation, terminate Mr.
22 Truebe's employment, and cause "meaningful harm to [his] professional
23 reputation." At the same time, Cerebral curtailed Mr. Truebe's access to
24 Cerebral's systems, preventing him from fully executing his security-related
25 duties. Cerebral also revoked Mr. Truebe's access to information about his
26 performance goals and progress.

27 25. Mr. Truebe did not sign the amendment.

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1 26. On January 30, 2022, Cerebral placed Mr. Truebe on
2 administrative leave.

3 27. On February 14, 2022, weeks after other employees had already
4 received their performance evaluations, Cerebral provided Mr. Truebe with a
5 negative performance evaluation that unfairly characterized Mr. Truebe's
6 performance.

7 28. On February 16, 2022, Cerebral terminated Mr. Truebe's
8 employment, as the CEO had threatened, one day before Mr. Truebe vested
9 in one quarter of the options awarded to him pursuant to the terms of his
10 initial offer letter. In terminating Mr. Truebe's employment, Cerebral failed to
11 comply with its own written standards for taking disciplinary action against
12 its employees and its own written termination process.

13 29. Cerebral terminated Mr. Truebe to silence him, to deprive him
14 from vesting in the options that it promised him at the beginning of his
15 employment, and to retaliate against him for engaging in protected activities.

16 30. Mr. Truebe is informed and believes that Cerebral has engaged in
17 similar unlawful, fraudulent, and unethical conduct toward other employees
18 who, like Mr. Truebe, were initially promised stock options in exchange for
19 their employment services and thereafter coerced into retroactively accepting
20 substantially fewer options.

21 31. Defendant's actions were undertaken for improper purposes as
22 alleged above and were willful, oppressive and in conscious disregard of
23 plaintiff's rights, and were designed and intended to cause and did, in fact,
24 cause and continue to cause plaintiff to suffer severe emotional distress, pain
25 and suffering, and substantial economic damage and, therefore, justify the
26 awarding of exemplary and punitive damages.

27 32. The above allegations are incorporated by reference in each
28 cause of action stated below.

1 **II. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 1102.5, 1102.6)**

4 33. Defendant was Plaintiff's employer.

5 34. Plaintiff disclosed to Defendant conduct that he reasonably
6 believed was unlawful. This conduct includes, but is not limited to, Defendant
7 allowing patients to create multiple accounts and thereby obtain duplicate
8 prescriptions, maintaining a policy of prescribing stimulants to every ADHD
9 patient, not reporting data breaches involving protected health information
10 to regulatory agencies, failing to adequately respond to clinical safety issues
11 such as suicidal ideation, requiring employees not to disclose information
12 internally (or otherwise) that the employees reasonably believe to constitute
13 unlawful conduct by Cerebral, and discharging or threatening to discharge
14 employees to avoid paying compensation that Cerebral promised employees
15 in exchange for services rendered.

16 35. Plaintiff had reasonable cause to believe that the information
17 disclosed violations of state and federal laws and regulations pertaining to
18 health care, prescription of controlled substances, payment of wages,
19 whistleblowing, and non-disparagement or non-disclosure agreements
20 required as a condition of employment.

21 36. Defendant discharged Plaintiff.

22 37. Plaintiff's disclosure of conduct that he reasonably believed was
23 unlawful was a contributing factor in Defendant's decision to discharge
24 plaintiff.

25 38. Plaintiff was harmed.

26 39. Defendant's conduct was a substantial factor in causing Plaintiff's
27 harm.

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1 **SECOND CAUSE OF ACTION**

2 **(Wrongful Discharge in Violation of Public Policy)**

3 40. Plaintiff was employed by Defendant.

4 41. Defendant discharged Plaintiff.

5 42. Plaintiff's complaints about unlawful conduct were a substantial
6 motivating reason for Plaintiff's discharge.

7 43. The discharge caused Plaintiff harm.

8 **THIRD CAUSE OF ACTION**

9 **(Violation of Bus. & Prof. Code §§ 17200 et seq.)**

10 44. The foregoing conduct, as alleged, violates the California Unfair
11 Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200 *et seq.*, which
12 prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair
13 or fraudulent business acts or practices.

14 45. During Plaintiff's employment, Defendant committed acts of
15 unfair competition, as defined by the UCL, by among other things engaging
16 in the acts and practices described herein, including seeking to compel
17 employees under threat of termination to accept a retroactive reduction in
18 compensation and by terminating Plaintiff and others to avoid paying earned
19 or promised compensation.

20 46. Defendant's conduct, as described herein, has damaged Plaintiff
21 by unlawfully, fraudulently and/or unethically denying Plaintiff earned or
22 promised wages and is therefore substantially injurious to Plaintiff.

23 47. Defendant's course of conduct in violation of California laws, as
24 described herein, is a separate violation of the UCL and violates the policy or
25 spirit of such laws or otherwise significantly threatens or harms competition.
26 Plaintiff seeks disgorgement in the amount of respective unpaid wages and
27 such other legal and equitable relief from Defendant's unlawful and willful
28 conduct as the Court deems proper.

1 **FOURTH CAUSE OF ACTION**

2 **(Breach of Written Contract)**

3 48. Plaintiff and Defendant entered into a written employment
4 agreement.

5 49. Plaintiff did all or substantially all the significant things that the
6 contract required him to do.

7 50. Defendant sought to deprive and in fact did deprive Plaintiff of
8 the benefits according to the terms of the contract after Plaintiff substantially
9 performed under the contract.

10 51. As a result, Plaintiff was harmed.

11 **FIFTH CAUSE OF ACTION**

12 **(Breach of Implied Covenant of Good Faith and Fair Dealing)**

13 52. Plaintiff and Defendant entered into a written employment
14 agreement.

15 53. Plaintiff did all, or substantially all, of the things that that contract
16 required him to do.

17 54. Defendant interfered with Plaintiff's right to receive the benefits
18 of the contract, including without limitation the compensation contemplated
19 under the parties' agreement. Defendant also sought to impose unlawful non-
20 disparagement and non-disclosure terms as a condition of Plaintiff's
21 employment.

22 55. As a result, plaintiff was harmed.

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1 **SIXTH CAUSE OF ACTION**

2 **(Nonpayment of Wages in Violation of**

3 **Cal. Labor Code §§ 200 et seq.)**

4 56. A strong public policy in California favors full and prompt payment
5 of wages due an employee. An employee's wages are the amount the
6 employer has offered or promised to pay as compensation for the employee's
7 labor and includes all amounts for labor performed by an employee of every
8 description. Wages includes not only the periodic monetary earning of the
9 employee but also the other benefits to which the employee is entitled as part
10 of his compensation.

11 57. Plaintiff performed work for Defendant.

12 58. Defendant owes Plaintiff wages in the form of stock options under
13 the terms of their employment agreement.

14 59. The amount of unpaid wages is calculable according to the value
15 of Defendant's common shares.

16 **SEVENTH CAUSE OF ACTION**

17 **(Promissory Fraud)**

18 60. Defendant promised Plaintiff that he would receive certain wages
19 and benefits as alleged with specificity herein.

20 61. These promises were important to the parties' relationship.

21 62. Defendant did not intend to perform these promises when they
22 were made, or Defendant made these promises recklessly.

23 63. To his detriment, Plaintiff reasonably relied on Defendant's
24 promises by rejecting other employment offers to accept employment with
25 Defendant.

26 64. Defendant did not perform the promised acts.

27 65. Plaintiff was harmed.

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1 66. Plaintiff's reliance on Defendant's promises was a substantial
2 factor in causing plaintiff's harm.

3 **III. PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff seeks, to the extent allowed by law, economic
5 damages, non-economic damages for pain, suffering and emotional distress,
6 exemplary damages, reliance damages including lost wages, expert witness
7 fees, equitable relief, injunctive relief, declaratory relief, disgorgement of
8 defendant's unjust gains including stock options wrongfully withheld from
9 Plaintiff, legal interest, statutory attorney's fees, and costs of suit.

10 Plaintiff further seeks such other relief as the court deems just.

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12 DATED: April 27, 2022

13 MINNIS & SMALLETS LLP

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15 by: /s/ Aaron P. Minnis
16 AARON P. MINNIS, ESQ.
17 Attorneys for Plaintiff
18 MATTHEW TRUEBE
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Exhibit 1

February 19, 2021

Matthew Truebe

Re: Employment Offer

Dear Matthew,

Cerebral Inc., a Delaware corporation d/b/a Cerebral (“Cerebral”) is pleased to offer you the position of Vice President of Product & Engineering on the following terms beginning February 16, 2021.

You will report directly to Chief Executive Officer, Kyle Robertson. Cerebral may change your position, duties, and work location as well as who you report to from time to time in its discretion.

Your salary will be \$300,000 per year, less payroll deductions and withholdings, paid on Cerebral’s normal payroll schedule, with potential for a bonus which shall be determined on the basis of the attainment of Company performance metrics and/or individual performance objectives. In addition, Cerebral will grant you an incentive stock option (the “Option”) to purchase 246,822 shares of Cerebral’s common stock. These shares shall vest over four (4) years beginning with twenty-five percent (25%) vested on the one (1) year anniversary of the commencement of your employment (i.e., 1-year cliff) and monthly thereafter. With respect to the foregoing stock option, and subject to approval by Cerebral’s Board of Directors, Cerebral will recommend to the Board that the option include an accelerated vesting provision whereby 50% of the remaining unvested shares shall vest should you be terminated without cause within 12 months following a change of control.

During your employment, you will be eligible to participate in the standard benefits plans offered to similarly situated employees by Cerebral from time to time, subject to plan terms and generally applicable Cerebral policies. A full description of these benefits is available upon request. Exempt employees may take a reasonable amount of time off with pay, as permitted by their duties and responsibilities, and as approved in advance by their supervisor. Exempt employees do not accrue vacation, and there is no set guideline as to how much vacation each employee will be permitted to take. Supervisors will approve paid vacation requests based on the employee’s progress on work goals or milestones, status of projects, fairness to the working team, and productivity and efficiency of the employee. Since vacation is not allotted or accrued, “unused” vacation time will not be carried over from one (1) year to the next nor paid out upon termination. Cerebral may change compensation and benefits from time to time in its discretion.

As a Cerebral employee, you will be expected to abide by all Cerebral rules and policies. As a condition of employment, you must sign and comply with the attached Employee Confidential Information and Inventions Assignment Agreement (“Exhibit A”) that prohibits unauthorized use or disclosure of Cerebral’s proprietary information, among other obligations and is incorporated herein.

In your work for Cerebral, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information that is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by Cerebral. You agree that you will not bring onto Cerebral premises any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. You hereby represent that you have disclosed to Cerebral any contract you have signed that may restrict your activities on behalf of Cerebral.

Normal business hours are from 9:30 a.m. to 6:30 p.m. CST, Monday through Friday, excluding national holidays. As an exempt salaried employee, you will be expected to work additional hours as required by the nature of your work assignments.

You may terminate your employment with Cerebral at any time and for any reason whatsoever simply by notifying Cerebral in writing. Likewise, Cerebral may terminate your employment at any time, with or without cause or advance notice. Your employment at-will status can only be modified in a written agreement signed by you and by an officer of Cerebral.

This offer is contingent upon a reference check and satisfactory proof of your right to work in the United States. You agree to assist as needed and to complete any documentation at Cerebral's request to meet these conditions.

This letter, together with Exhibit A, forms the complete and exclusive statement of your employment agreement with Cerebral. It supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to Cerebral's discretion in this letter, require a written modification signed by an officer of Cerebral. If any provision of this offer letter agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this offer letter agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law.

Please sign and date this letter, and Exhibit A, and return them to me.

We look forward to your favorable reply and to a productive and enjoyable work relationship.

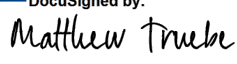
Sincerely,

DocuSigned by:

F01A89C4E1614E4...

Kyle Robertson, CEO
Cerebral, Inc.
2/23/2021

Date

Understood and Accepted:
DocuSigned by:

2524746270F148D...

Matthew Truebe
2/19/2021

Date

EXHIBIT A

CEREBRAL, INC.'S CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

Employee Name: Matthew Truebe

Effective Date: February 16, 2021

As a condition of my becoming employed (or my employment being continued) by Cerebral, Inc., a Delaware corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, "Cerebral"), and in consideration of my employment with Cerebral and my receipt of the compensation now and hereafter paid to me by Cerebral, the receipt of Confidential Information (as defined below) while associated with Cerebral, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree to the following:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (this "Agreement") will apply to my employment relationship with Cerebral. If that relationship ends and Cerebral, within a year thereafter, either reemploys me or engages me as a consultant, I agree that this Agreement will also apply to such later employment or consulting relationship, unless Cerebral and I otherwise agree in writing. Any such employment or consulting relationship between the parties hereto, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the "Relationship."

2. **Confidential Information.**

(a) **Protection of Information.** I understand that during the Relationship, Cerebral intends to provide me with information, including Confidential Information (as defined below), without which I would not be able to perform my duties to Cerebral. I agree, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Cerebral to the extent necessary to perform my obligations to Cerebral under the Relationship, and not to disclose to any person, firm, corporation or other entity, without written authorization from Cerebral in each instance, any Confidential Information that I obtain, access or create during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. I further agree not to make copies of such Confidential Information except as authorized by Cerebral.

(b) **Confidential Information.** I understand that "Confidential Information" means information and physical material not generally known or available outside Cerebral and information and physical material entrusted to Cerebral in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and consultants of Cerebral (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of Cerebral on whom I called or with whom I became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans,

financial forecasts, historical financial data, budgets or other business information disclosed to me by Cerebral either directly or indirectly, whether in writing, electronically, orally, or by observation.

(c) **Third Party Information.** My agreements in this Section 2 are intended to be for the benefit of Cerebral and any third party that has entrusted information or physical material to Cerebral in confidence. I further agree that, during the term of the Relationship and thereafter, I will not improperly use or disclose to Cerebral any confidential, proprietary or secret information of my former employer(s) or any other person, and I agree not to bring any such information onto Cerebral's property or place of business.

(d) **Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights Cerebral may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

(e) **U.S. Defend Trade Secrets Act.** Notwithstanding the foregoing, the U.S. Defend Trade Secrets Act of 2016 ("DTSA") provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (iii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, DTSA provides that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

(f) **Employee Right to Privacy on Personal Devices.** Cerebral does not have the right to information that any employee houses on their personal device that they use for work, if it is not related to Cerebral work.

3. **Ownership of Inventions.**

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit 1, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date: (i) I made, and/or (ii) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of Cerebral's actual or proposed businesses, products, services, or research and development, and which are not assigned to Cerebral hereunder; or, if no such list is attached, I represent that there are no such Inventions at the time of signing this Agreement, and to the extent such Inventions do exist and are not listed on Exhibit 1, I hereby forever waive any and all rights or claims of ownership to such Inventions. I understand that my listing of any Inventions on Exhibit 1 does not constitute an acknowledgement by Cerebral of the existence or extent of such Inventions, nor of my ownership of such Inventions. I further understand that I must receive the formal approval of Cerebral before commencing my Relationship with Cerebral.

(b) **Use or Incorporation of Inventions.** If in the course of the Relationship, I use or incorporate into a product, service, process or machine any Invention not covered by Section 3(d) of this Agreement in which I have an interest, I will promptly so inform Cerebral in writing. Whether or not I give such notice, I hereby irrevocably grant to Cerebral a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.

(c) **Inventions.** I understand that “Inventions” means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that “Company Inventions” means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship, except as otherwise provided in Section 3(g) below.

(d) **Assignment of Company Inventions.** I hereby assign to Cerebral, or its designee, and I agree that I will promptly make full written disclosure to Cerebral of and to hold in trust for the sole right and benefit of Cerebral, all my right, title and interest throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights therein. I hereby waive and irrevocably quitclaim to Cerebral or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions. I further acknowledge that all Company Inventions that are made by me (solely or jointly with others) within the scope of and during the period of the Relationship are “works made for hire” (to the greatest extent permitted by applicable law) and are compensated by my salary. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively, “Moral Rights”). To the extent that Moral Rights cannot be assigned under applicable law, I hereby waive and agree not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

(e) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Company Inventions made or conceived by me (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of Cerebral at all times. I agree not to remove such records from Cerebral’s place of business except as expressly permitted by Cerebral’s policy which may, from time to time, be revised at the sole election of Cerebral for the purpose of furthering Cerebral’s business. I agree to deliver all such records (including any copies thereof) to Cerebral at the time of termination of the Relationship as provided for in Section 4 and Section 5.

(f) **Patent and Copyright Rights.** I agree to assist Cerebral, or its designee, at its expense, in every proper way to secure Cerebral’s, or its designee’s, rights in Cerebral Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Cerebral or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which Cerebral or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree never to assert such rights, and in order to assign and convey to Cerebral or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. I hereby irrevocably designate and appoint Cerebral and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such instruments and papers and to do all other lawfully

permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

(g) **Exception to Assignments.** Subject to the requirements of applicable state law, if any, I understand that Cerebral Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to Cerebral do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any, attached hereto as Exhibit 2. In order to assist in the determination of which inventions qualify for such exclusion, I will advise Cerebral promptly in writing, during and for a period of twelve (12) months immediately following the termination of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of the Relationship.

4. **Cerebral Property; Returning Cerebral Documents.** I acknowledge and agree that I have no expectation of privacy with respect to Cerebral's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. I further agree that any property situated on Cerebral's premises and owned by Cerebral, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Cerebral personnel at any time with or without notice. I agree that, at the time of termination of the Relationship, I will deliver to Cerebral (and will not keep in my possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to Cerebral, its successors or assigns.

5. **Termination Certification.** In the event of the termination of the Relationship, I agree to sign and deliver the "**Termination Certification**" attached hereto as Exhibit 3; however, my failure to sign and deliver the Termination Certification shall in no way diminish my continuing obligations under this Agreement. In the event of a termination of the Relationship without cause, Cerebral and I agree to a mutually agreeable internal and external message regarding my departure from Cerebral.

6. **Notice to Third Parties.** I agree that during the periods of time during which I am restricted in taking certain actions by the terms of Section 7 of this Agreement (the "**Restriction Period**"), I shall inform any entity or person with whom I may seek to enter into a business relationship (whether as an owner, employee, independent contractor or otherwise) of my contractual obligations under this Agreement. I also understand and agree that Cerebral may, with or without prior notice to me and during or after the term of the Relationship, notify third parties of my agreements and obligations under this Agreement. I further agree that, upon written request by Cerebral, I will respond to Cerebral in writing regarding the status of my employment or proposed employment with any party during the Restriction Period.

7. **Other Parties.** As described above, I acknowledge and agree that Cerebral's Confidential Information includes information relating to Cerebral's employees, consultants, customers and others, and that I will not use or disclose such Confidential Information except as authorized by Cerebral. I further agree as follows: I agree that during the term of the Relationship, I will not negatively influence any of Cerebral's clients, licensors, licensees or customers from purchasing Cerebral products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of Cerebral.

8. **At-Will Relationship.** I understand and acknowledge that, except as may be otherwise explicitly provided in a separate written agreement between Cerebral and me, my Relationship with Cerebral is and shall continue to be at-will, as defined under applicable law, meaning that either I or Cerebral may terminate the Relationship at any time for any reason or no reason, without further obligation or liability, other than those provisions of this Agreement that explicitly continue in effect after the termination of the Relationship.

9. **Representations and Covenants.**

(a) **Facilitation of Agreement.** I agree to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon Cerebral's written request to do so.

(b) **No Conflicts.** I represent that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by me in confidence or in trust prior to or during the Relationship. I will not disclose to Cerebral or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. I will not induce Cerebral to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. I acknowledge and agree that I have listed on Exhibit 1 all agreements (e.g., non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with Cerebral or my ability to recruit or engage customers or service providers on behalf of Cerebral, or otherwise relate to or restrict my ability to perform my duties for Cerebral or any obligation I may have to Cerebral. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

10. **Electronic Delivery.** Nothing herein is intended to imply a right to participate in any of Cerebral's equity incentive plans, however, if I do participate in such plan(s), Cerebral may, in its sole discretion, decide to deliver any documents related to my participation in Cerebral's equity incentive plan(s) by electronic means or to request my consent to participate in such plan(s) by electronic means. I hereby consent to receive such documents by electronic delivery and agree, if applicable, to participate in such plan(s) through an on-line or electronic system established and maintained by Cerebral or a third party designated by Cerebral.

11. **Miscellaneous.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between Cerebral and me relating to its subject matter and merges all prior discussions between us. No amendment to this Agreement will be effective unless in writing signed by both parties to

this Agreement. Cerebral shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of Cerebral, it being understood that, even if I am an officer of Cerebral, I will not have authority to give any such authorizations or waivers for Cerebral under this Agreement without specific approval by the Board of Directors. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of Cerebral, its successors, and its assigns.

(d) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in Cerebral's books and records.

(e) **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. Cerebral and I have attempted to limit my right to use, maintain and disclose Cerebral's Confidential Information, and to limit my right to solicit employees and customers only to the extent necessary to protect Cerebral from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in Section 7 exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time.

(f) **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause Cerebral irreparable harm, and therefore I agree that Cerebral will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, I agree that a one-thousand dollar (\$1,000) bond will be adequate), in addition to and without prejudice to any other rights or remedies that Cerebral may have for a breach of this Agreement.

(g) **Advice of Counsel.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

(Signature Page Follows)

The parties have executed this Confidential Information and Invention Assignment Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

CEREBRAL, INC.:

DocuSigned by:

Kyle Robertson

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Kyle Robertson, CEO

Cerebral, Inc.

2/23/2021

Date

Understood and Accepted:

DocuSigned by:

Matthew Truebe

252474B276F14B0...

Matthew Truebe

2/19/2021

Date

EXHIBIT 1

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 3(a) AND CONFLICTING AGREEMENTS DISCLOSED
UNDER SECTION 9(b)**

The following is a list of (i) all Inventions that, as of the Effective Date: (A) I made, and/or (B) belong solely to me or belong to me jointly with others or in which I have an interest, and that relate in any way to any of Cerebral's actual or proposed businesses, products, services, or research and development, and which are not assigned to Cerebral and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with Cerebral or my ability to recruit or engage customers or service providers on behalf of Cerebral, or otherwise relate to or restrict my ability to perform my duties for Cerebral or any obligation I may have to Cerebral:

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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Except as indicated above on this Exhibit 1, I have no inventions, improvements or original works to disclose pursuant to Section 3(a) of this Agreement and no agreements to disclose pursuant to Section 9(b) of this Agreement.

___ Additional sheets attached

Signature of Employee:  *Matthew Truebe*

Print Name of Employee: Matthew Truebe

Date: 2/19/2021

EXHIBIT 2

CALIFORNIA LABOR CODE

Section 2870 of the California Labor Code is as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

EXHIBIT 3

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Cerebral, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, "Cerebral").

I further certify that I have complied with all the terms of Cerebral's Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any Inventions (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement, and I acknowledge my continuing obligations under that agreement.

I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of Cerebral or any of its employees, clients, consultants or licensees.

Further, I agree that I shall not use any Confidential Information of Cerebral to negatively influence any of Cerebral's clients or customers from purchasing Cerebral products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of Cerebral.

Date:

EMPLOYEE:

Matthew Truebe


DocuSigned by:

252474B276F148D...
(Signature)

Exhibit 2

Amendment to Employment Offer Letter

This Amendment to the Employment Offer ("Amendment") is entered into as of January 14, 2022 ("Effective Date") by and between Cerebral Inc. ("Cerebral") and Matthew Truebe ("Mr. Truebe" or "you") (each a "Party" and collectively, the "Parties").

WHEREAS, the Parties entered into that certain Employment Offer Letter on February 23, 2021 regarding Mr. Truebe's employment at Cerebral ("Offer Letter"); and

WHEREAS, the Parties desire to amend the Offer Letter in accordance with the terms and conditions set forth in this Amendment;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the terms of the Offer Letter as follows:

Section 1. The following sentence in the third paragraph of the Offer Letter:

*In addition, Cerebral will grant you an incentive stock option (the "Option") to purchase **246,822** shares of Cerebral's common stock. These shares shall vest over four (4) years beginning with twenty-five percent (25%) vested on the one (1) year anniversary of the commencement of your employment (i.e., 1-year cliff) and monthly thereafter.*

Shall be, and hereby is, amended and replaced in its entirety as follows:

*In addition, Cerebral will grant you an incentive stock option (the "Option") to purchase **125,000** shares of Cerebral's common stock. These shares shall vest over four (4) years beginning with twenty-five percent (25%) vested on the one (1) year anniversary of the commencement of your employment (i.e., 1-year cliff) and monthly thereafter.*

Section 2. The following provisions shall be added after the third paragraph of the Offer Letter:

Cerebral agrees that from the Effective Date of this Amendment, you shall not be terminated without Cause (as defined below) by Cerebral through February 17, 2022. Following February 17, 2022, your employment remains at-will and nothing in this Agreement shall be interpreted to be in conflict with or to eliminate or modify in any way your at-will employment status.

For purposes of this Agreement, "Cause" means (i) your failure to substantially perform your material duties and obligations as an employee (for reasons other than death or Disability (as defined in the Cerebral's 2020 Equity Incentive Plan)), which failure is not cured to the sole and reasonable satisfaction of Cerebral; (ii) your failure or refusal to comply with the policies, standards and regulations established by the Cerebral from time to time, which failure is not cured to the sole and reasonable satisfaction of Cerebral; (iii) any act of personal dishonesty, moral turpitude, fraud, embezzlement, misrepresentation, or other unlawful act committed by you that results in harm to Cerebral or its affiliates, including financial or reputational, which harm shall be determined in Cerebral's sole and reasonable discretion; (iv) your violation of a federal or state law or regulation applicable to the business of Cerebral or its affiliates; (v) your being convicted of, or entering a plea of nolo contendere or guilty to, a felony under the laws of the United States or its equivalent in the jurisdiction in which the act that constituted the felony occurred; or (vi) your material breach of the terms of your option agreement or any other agreement between you and Cerebral (or any affiliate of Cerebral). With respect to (i) and (ii) above only, you shall have ten days to cure following written notice of your failure or refusal to perform or comply, provided that whether the failure is curable shall be within Cerebral's sole and reasonable discretion.

Notwithstanding the foregoing, if within forty-five (45) days from the Effective Date of this Amendment, Kyle Robertson, the Chief Executive Officer of Cerebral (the “**CEO**”), in his sole discretion, personally requests in writing that you resume the full duties of leading the product and engineering functions at Cerebral as the most senior member of such functions reporting directly to the CEO on a long-term or permanent basis (“**Executive Duties**”), which, for the avoidance of doubt, shall not be triggered by the mere termination of any other individual leading the product and/or engineering functions, including any individual who is more senior or with a title more senior than your title, then you will be issued a new stock option grant to purchase 121,822 shares of Cerebral’s common stock (the “**New Option**”) commensurate with the increased responsibilities of fulfilling the Executive Duties. The New Option will have an exercise price equal to the fair market value on the date it is granted, as determined by Cerebral’s Board of Directors. The New Option vesting start date shall be the date that you formally resume the Executive Duties as memorialized in a written amendment to your Offer Letter signed by you and Cerebral, and the New Option shall vest in equal monthly tranches over 4 years, with a 12-month cliff. The New Option will be memorialized in a separate written agreement at the time of the grant and will be issued pursuant to and subject to the terms of Cerebral’s stock option or other incentive award plan as then in effect.

Section 3. In addition, you hereby agree as follows:

1. **Confidentiality and CIIA Obligations.** You agree and reaffirm your obligations to abide by the confidentiality obligations in your Offer Letter and provisions of that certain Confidential Information and Invention Assignment Agreement, entered into by you and Cerebral on February 23, 2021 (the “**CIIA Agreement**”), including Section 2 (Confidential Information) and Section 7 (Other Parties) of the CIIA Agreement.

2. **Non-Solicitation.** You agree and reaffirm that during the term of your employment with Cerebral, and for a period of two (2) years immediately following the termination of your employment with Cerebral for any reason, whether with or without Cause, you shall not, directly or indirectly, solicit any of Cerebral’s employees, independent contractors or consultants to terminate their relationship with Cerebral, or attempt to solicit employees, independent contractors or consultants of Cerebral, either for yourself or for any other person or entity.

3. **Non-Disparagement.** You agree that during the term of your employment with Cerebral and at any time thereafter, you shall not disparage or encourage or induce others to disparage (i) Cerebral or its current or future subsidiaries, affiliates, successors or assigns (“**Affiliates**”), (ii) any of Cerebral’s or its Affiliates’ respective employees that were employed during your employment with Cerebral, or (iii) any of Cerebral’s or its Affiliates’ respective past and present, officers, directors, products or services ((i)-(iii), collectively, the “**Cerebral Parties**”). For purposes of this paragraph, the term “disparage” includes, without limitation, making or publishing any statement or other content, whether in written, oral, electronic, digital or other form, truthful or otherwise, including but not limited to comments or statements to the press, to Cerebral’s or its Affiliates’ employees or to any individual or entity with whom the Cerebral or its Affiliates has a business relationship (including, without limitation, any vendor, supplier, customer or distributor), or any public statement, that in each case is intended to, or can be reasonably expected to, adversely affect the public image, reputation, respect or goodwill of any of the Cerebral Parties. These covenants apply to, without limitation, making or publishing any such statements or other content in books, magazines and any other hard copy or paper document and in any electronic communication or form, including but not limited to, on blogs and microblogs (such as Twitter), personal websites and web pages, social and professional networking sites (such as Facebook or LinkedIn), message boards, discussion forums, wikis and other interactive sites, social bookmarking services (such as Digg), and video and other content sharing sites (such as YouTube). Notwithstanding the foregoing, nothing in this paragraph shall prevent you from making any truthful statement to the extent, but only to the extent (A) necessary with respect to any litigation, arbitration or mediation involving this Amendment or your Offer Letter, including, but not limited to, the enforcement of this Amendment or your Offer Letter, in the forum in which such

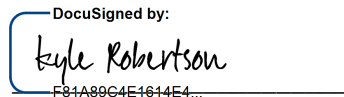
litigation, arbitration or mediation properly takes place or (B) required by law, legal process or by any court, arbitrator, mediator or administrative or legislative body (including any committee thereof) with apparent jurisdiction over you.

4. You acknowledge and agree that your violation of this Amendment, Offer Letter or CIIA Agreement may cause Cerebral irreparable harm, and therefore you agree that Cerebral will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security, in addition to and without prejudice to any other rights or remedies that Cerebral may have for a breach of this Amendment, Offer Letter or CIIA Agreement.

All other terms of Offer Letter shall remain the same.

Sincerely,

Cerebral Inc.

DocuSigned by:

F81A89C4E1614E4...
Name: Kyle Robertson
Title: CEO

Understood and Agreed

By: Employee

Matthew Truebe