
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 22, 2025

CeriBell, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-42364
(Commission File Number)

47-1785452
(IRS Employer
Identification No.)

360 N. Pastoria Avenue
Sunnyvale, California
(Address of Principal Executive Offices)

94085
(Zip Code)

Registrant's Telephone Number, Including Area Code: 800 436-0826

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, \$0.001 par value per share	CBLL	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Ceribell, Inc. (the “Company”) and Shenzhen Everwin Precision Technology Co., Ltd. (“Everwin China”) are parties to the Corporate Supply Agreement, dated January 10, 2022, as amended by Amendment No. 1, dated March 7, 2023, and Amendment No. 2, dated November 28, 2023 (collectively, the “Supply Agreement”). Pursuant to the Supply Agreement, which had an initial term of two years, Everwin China and its Affiliates (as defined in the Supply Agreement) supply the Company’s small and large headbands on a purchase order basis and grant the Company broad license rights to product materials necessary for the manufacture and support of the products.

Amendment No. 1 extended the initial term to January 9, 2025. Amendment No. 2 extended the term of the agreement to December 31, 2027, and designated Everwin Precision Holding (Hong Kong) Company Limited as Everwin China’s agent and provided for deliveries from a facility in Tijuana, Mexico. Amendment No. 2 was entered into prior to the Company’s initial public offering and was not previously filed or incorporated by reference in the Company’s registration statement or its past periodic reports.

On September 22, 2025, the Company, Everwin China, and Everwin Precision (Viet Nam) Technology Co., Ltd. (“Everwin Vietnam”) entered into Amendment No. 3 to the Supply Agreement. Amendment No. 3 designates Everwin Vietnam, a subsidiary of Everwin China, as an agent of Everwin China and provides for deliveries of headbands from Everwin Vietnam’s facility in Vietnam.

The foregoing descriptions of Amendment No. 2 and Amendment No. 3 do not purport to be complete and are qualified in their entirety by references to the full texts of Amendment No. 2 and Amendment No. 3, which are filed as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amendment No. 2 to the Corporate Supply Agreement, dated November 28, 2023, by and between CeriBell, Inc. and Shenzhen Everwin Precision Technology Co., Ltd.</u>
10.2	<u>Amendment No. 3 to the Corporate Supply Agreement, dated September 22, 2025, by and among CeriBell, Inc., Shenzhen Everwin Precision Technology Co., Ltd., and Everwin Precision (Viet Nam) Technology Co., Ltd.</u>
104	Cover Page Interactive Data File, formatted in Inline XBRL.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CERIBELL, INC.

Date: September 24, 2025

By: /s/ Scott Blumberg
Scott Blumberg
Chief Financial Officer

Certain identified information contained in this document, marked by [***], has been omitted from the exhibit pursuant to Item 601(b)(10) (iv) of Regulation S-K because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential.

AMENDMENT No. 2
TO THE CORPORATE SUPPLY AGREEMENT
BETWEEN CERIBELL, INC. AND SUPPLIER

This amendment (“**Amendment**”) to the Corporate Supply Agreement is made and entered into as of the last date of signature (the “**Amendment Effective Date**”) by and between Ceribell, Inc., a Delaware corporation (the “**Ceribell**”), and Shenzhen Everwin Precision Technology Co., Ltd located at Bldg.3, Fuqiao 3rd Industrial Zone, Qiaotou, Fuyong Town, Bao'an District, Shenzhen, Guangdong 518103, China (“**Supplier**”). This Amendment along with the Corporate Supply Agreement dated January 10, 2022 (the “**Supply Agreement**”), will constitute the Amended Agreement (hereinafter referred to as the “**Agreement**”), upon its execution by the parties.

WHEREAS, and Ceribell desire to amend the terms of the Supply Agreement as provided in this amendment.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree to amend the Supply Agreement as follows:

1. As of the Amendment Effective Date, Everwin Precision Holding (Hong Kong) Company Limited (“**Precision Holding**”), a subsidiary of Supplier, shall be considered an agent of Supplier. Precision Holding agrees to perform specific services on behalf of Supplier subject to the terms and conditions of the Supply Agreement.
2. Supplier shall be responsible for the performance and actions of Precision Holding and shall remain responsible for all commercial orders submitted by Ceribell as provided in the Supply Agreement.
3. The parties acknowledge and agree that Ceribell will submit certain purchase orders for products specified in an applicable Order or Product Schedule to Precision Holding and Supplier will deliver said products to Ceribell from Retorno, Aguila Coronada 19181, Baja Maq el Aguila, 22215 Tijuana, B.C., Mexico.

Deliver Term: EXW Retorno, Aguila Coronada 19181, Baja Maq el Aguila, 22215 Tijuana, B.C., Mexico.

4. Supplier and Ceribell agree to review the exchange rate every 6 months and to adjust the unit price if necessary.
 5. Supplier and Ceribell agree to adjust the exchange rate from [***] RMB to 1 USD to [***] RMB to 1 USD. After the exchange rate adjustment, the parties will adjust the headband unit prices of SA-[***] to \$[***], and SA-[***] to \$[***]. The price of each headband unit, as listed on **Attachment A** incorporated herein by this reference, will be effective as of the first purchase order submitted after the execution of this Amendment.
 6. The Parties agree to increase the speed of the SA-[***] headband production line from [***] UPH to [***] UPH, upon completion of the increase production with written approval from Ceribell. If the production line speed is increased, the parties agree to adjust the price of SA-[***] to \$[***], for the following purchase order after receipt of Ceribell's written approval. The estimated Target Date for the price adjustment is [***], as provided in **Attachment B** incorporated herein by this reference. The unit price of SA-[***] will remain at \$[***] without any further change.
 7. The Agreement is valid for 3 years ending 2027/12/31.
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8. If the event Except as amended herein, the Supply Agreement remains in full force and effect. For the purposes of this Amendment, the capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Supply Agreement.
9. This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and when taken together shall constitute one and the same agreement. Electronic, facsimile or PDF image signatures shall be treated as original signature.

SIGNATURE PAGE TO FOLLOW

The parties hereby indicate by their signature below that they have read and agree with the terms and conditions of this Amendment in its entirety.

**SHENZHEN EVERWIN PRECISION
TECHNOLOGY CO., LTD.**

By: /s/ Li Chun

Name: Li Chun

Title: Group General Manager

Date: 11/28/2023

**EVERWIN PRECISION HOLDING (HONG
KONG) COMPANY LIMITED**

By: /s/ Li Chun

Name: Li Chun

Title: Group General Manager

Date: 11/28/2023

CERIBELL, INC.

By: /s/ Dan Rogy

Name: Daniel Rogy

Title: VP of Operations

Date: 11/28/23

ATTACHMENT A

[**]

ATTACHMENT B

[**]

Certain identified information contained in this document, marked by [***], has been omitted from the exhibit pursuant to Item 601(b)(10)(iv) of Regulation S-K because it is both (i) not material and (ii) the type of information that the registrant treats as private or confidential.

AMENDMENT No. 3
TO THE CORPORATE SUPPLY AGREEMENT
BETWEEN
CERIBELL, INC.
AND SHENZHEN EVERWIN PRECISION TECHNOLOGY CO.

This third amendment (“**Amendment**”) to the Corporate Supply Agreement is made and entered into as of the last date on the signature page (the “**Amendment Effective Date**”) by and between Ceribell, Inc., a Delaware corporation (“**Buyer**”), located at 360 N. Pastoria Avenue, Sunnyvale, CA 94085, and Shenzhen Everwin Precision Technology Co., Ltd. (“**Everwin China**”), located at Bldg. 3, Fuqiao 3rd Industrial Zone, Qiaotou, Fuyong Town, Bao’an District, Shenzhen, Guangdong 518103, China, through its subsidiary Everwin Precision (Viet Nam) Technology Co., Ltd (“**Manufacturer**”), located at No.1, Dan Chu Street, VSIP Nghe An Industrial Park, Hung Nguyen Commune, Nghe An Province, Vietnam (Everwin China and Manufacturer, collectively, “**Supplier**”). This Amendment, along with the Corporate Supply Agreement between the parties dated January 10, 2022 (the “**Supply Agreement**”) which it amends, will constitute the Amended Corporate Supply Agreement (hereinafter referred to as the “**Agreement**”), upon its execution by the parties.

WHEREAS, Supplier and Buyer desire to amend the terms of the Supply Agreement as provided in this Amendment.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties agree to amend the Corporate Supply Agreement as follows:

1. Manufacturer is an agent of Everwin China and agrees to perform specific services on behalf of Supplier, subject to the terms and conditions of the Supply Agreement.
2. Supplier shall be responsible for the performance and actions of Manufacturer and shall remain responsible for all commercial orders submitted by Buyer as provided in the Supply Agreement.
3. The parties acknowledge and agree that Buyer will submit certain purchase orders for products specified in an applicable Order or Product Schedule to Supplier, and Manufacturer will deliver said products to Buyer from Manufacturer’s location at No.1, Dan Chu Street, VSIP Nghe An Industrial Park, Hung Nguyen Commune, Nghe An Province, Vietnam.

Delivery Term: EXW No.1, Dan Chu Street, VSIP Nghe An Industrial Park, Hung Nguyen Commune, Nghe An Province, Vietnam.

4. This Amendment is valid per the Supply Agreement under 2.1 of the term and renewal.
5. Remittance information for Manufacturer:

Everwin Precision (Viet Nam) Technology Co., Ltd.
[***]

6. Except as amended herein, the Supply Agreement remains in full force and effect. For the purposes of this Amendment, the capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Supply Agreement.
7. This Amendment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and when taken together shall constitute one and the same agreement. Electronic, facsimile or PDF image signatures shall be treated as original signatures.

[Signature Page to Follow]

The parties hereby indicate by their signatures below that they have read and agree with the terms and conditions of this Amendment in its entirety.

SUPPLIER, By and Through:

SHENZHEN EVERWIN PRECISION TECHNOLOGY CO., LTD.

By: /s/ Li Chun

Name: Li Chun

Title: Senior Vice President, Operations

Date:

EVERWIN PRECISION (VIET NAM) TECHNOLOGY CO., LTD

By: /s/ Li Chun

Name: Li Chun

Title: Senior Vice President, Operations

Date:

BUYER:

CERIBELL, INC.

By: /s/ Dan Rogy

Name: Dan Rogy

Title: Senior Vice President, Operations

Date: 9/22/25
