

MASTER NONDISCLOSURE AGREEMENT

This Master Nondisclosure Agreement (this “**Agreement**”) is entered into and made effective as of the date of the last signature below, by and between Axhera, Inc., a Delaware corporation (“**Axhera**”), and the entity identified on the signature page hereto (“**Producer**”).

WHEREAS, Axhera operates a process-specific manufacturing capacity network (the “**Network**”) that connects buyers seeking precision manufacturing services (each, a “**Buyer**”) with qualified production facilities; and

WHEREAS, Producer desires to participate in the Network as a manufacturing service provider, and in connection with such participation, Axhera will disclose to Producer certain nonpublic, confidential, and proprietary information, including engineering drawings, technical specifications, and other materials belonging to Axhera and to Buyers, under the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, including Axhera’s willingness to disclose such information and Producer’s willingness to receive and protect it, the parties hereby agree as follows:

1. Confidential Information. This Agreement shall cover any and all information (in any form, whether tangible, intangible, oral, or written) disclosed by Axhera or any Buyer, directly or through the Network, to Producer (the “**Confidential Information**”), including without limitation (i) the substance of any discussions between the parties and the fact that such discussions are taking place; and (ii) any notes, summaries, analyses, or other compilations prepared by Producer that contain or reflect any such information. The failure of Axhera to include a confidentiality notice on any materials disclosed to Producer shall not give rise to an inference that the information disclosed is not confidential. Confidential Information shall include without limitation:

- (a) engineering drawings, blueprints, computer-aided design files, three-dimensional models, technical specifications, and manufacturing instructions;
- (b) part geometries, dimensional tolerances, surface finish requirements, material specifications, heat treatment specifications, and manufacturing process parameters;
- (c) the identities of Buyers, including company names, contact persons, business addresses, and communications transmitted through the Network;
- (d) pricing, quoting, cost structures, margins, and commercial terms, whether of Axhera or any Buyer;
- (e) Axhera’s network operations, capacity matching algorithms, machine databases, shop performance data, and business methods; and
- (f) any other information that is marked as “Confidential,” “Proprietary,” or with a similar designation, or that, under the circumstances surrounding its disclosure, ought reasonably to be treated as confidential.

2. Obligations of Producer. Producer shall (i) hold all Confidential Information in strict confidence; (ii) not disclose any Confidential Information to any third party without the prior written consent of Axhera; and (iii) not use any Confidential Information for any purpose other than evaluating, quoting, and fulfilling manufacturing inquiries and orders received through the Network (the “**Purpose**”). Producer may disclose Confidential Information to its employees and contractors who have a bona fide need to know such information for the Purpose, but solely to the extent necessary, provided that each such person is bound by written confidentiality obligations no

less restrictive than those set forth herein. Producer shall protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Producer will return or destroy all Confidential Information upon request by Axhera. Producer will not reverse engineer any products, prototypes, samples, or materials provided as or containing Confidential Information.

3. Prohibition on Unauthorized Manufacturing. Producer shall not, directly or indirectly, use any engineering drawing, specification, or other technical information received through the Network to manufacture, produce, or have produced any part, component, or product for any person or entity other than the Buyer that originated such information, without the express prior written consent of both Axhera and such Buyer. This prohibition shall survive the expiration or termination of this Agreement.

4. Non-Circumvention. Producer shall not, during the term of this Agreement and for a period of two (2) years following its expiration or termination, directly or indirectly solicit, contact, or transact business with any Buyer introduced through the Network for the purpose of providing manufacturing services outside of or in circumvention of the Network, unless Producer can demonstrate by contemporaneous written records that such business relationship existed prior to the introduction through the Network.

5. Exceptions. The obligations set forth herein shall not apply to any information that Producer can demonstrate by clear and convincing evidence: (a) was publicly known and generally available at the time of disclosure, or subsequently became publicly known through no fault of Producer; (b) was rightfully in Producer's possession prior to disclosure, free of any obligation of confidentiality; (c) was independently developed by Producer without use of or access to the Confidential Information; (d) was rightfully received from a third party without restriction on disclosure; or (e) is required to be disclosed pursuant to applicable law or order of a court of competent jurisdiction; **provided, however,** that Producer shall (i) provide Axhera with prompt written notice of such requirement, (ii) cooperate with Axhera in any effort to obtain a protective order, and (iii) disclose only that portion of the Confidential Information that is legally required to be disclosed.

6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS. AXHERA AND ITS BUYERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, REGARDING THE ACCURACY, COMPLETENESS, OR UTILITY OF ANY CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER.

7. No License or Obligation. Nothing in this Agreement shall be construed as granting to Producer any license or right under any patent, copyright, trademark, trade secret, or other intellectual property right of Axhera or any Buyer, except the limited right to use the Confidential Information for the Purpose. Nothing herein shall obligate Axhera to disclose any particular Confidential Information or to continue Producer's participation in the Network.

8. Term. This Agreement shall become effective as of the date of the last signature below and shall remain in full force and effect for the duration of Producer's participation in the Network. Either party may terminate this Agreement upon thirty (30) days' written notice. Axhera may terminate immediately upon written notice in the event of a material breach by Producer that remains uncured for ten (10) business days following notice thereof. The obligations set forth herein, including Sections 3 and 4, shall survive termination for three (3) years; **provided, however,** that with respect to any Confidential Information constituting a trade secret under applicable law, such obligations shall continue for so long as such information retains trade secret status.

9. Remedies. Producer acknowledges that any breach of this Agreement may cause Axhera and its Buyers irreparable harm for which monetary damages would be inadequate. Accordingly, Axhera shall be entitled to seek equitable relief, including injunctions and specific performance, without the necessity of proving actual damages or posting bond, in addition to all other remedies at law or in equity. Producer shall indemnify, defend, and hold harmless Axhera and its Buyers and their respective directors, officers, employees, and agents from and against any losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from any breach of this Agreement by Producer or its representatives.

10. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles. Any dispute arising out of or relating to this Agreement shall be brought exclusively in the Court of Chancery of the State of Delaware, or if the Court of Chancery declines to accept jurisdiction, the Superior Court of the State of Delaware, and each party irrevocably submits to the personal jurisdiction of such courts and waives any objection to venue therein; **provided, however,** that either party may seek injunctive or other equitable relief in any court of competent jurisdiction without posting bond. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No amendment or waiver shall be effective unless in writing signed by both parties. Producer may not assign this Agreement without Axhera's prior written consent. If any provision is held unenforceable, the remaining provisions shall continue in full force. This Agreement may be executed in counterparts. Electronic signatures shall be binding.

[Signature Page to Master Nondisclosure Agreement]

IN WITNESS WHEREOF, the undersigned parties hereby execute and deliver this Master Nondisclosure Agreement as of the date first set forth above.

AXHERA:
Axhera, Inc.
a Delaware corporation

Name _____
Title _____

PRODUCER:

Name _____
Title _____