

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”), effective as of _____, 20__ (the “**Effective Date**”), is made by and between Midwest Microelectronics Consortium, Inc., a Delaware corporation (“**MMEC**”), and _____, a _____ corporation/limited liability company, with offices at _____, on behalf of itself and its affiliates (collectively, the “**Undersigned Party**,” and individually with MMEC, a “**Party**” and collectively with MMEC, the “**Parties**”).

WHEREAS, each Party maintains its own Confidential Information (as defined below); and

WHEREAS, the Parties desire to enter into certain discussions (the “**Discussions**”) related to the possibility of entering into a business or other relationship, including the possibility of the Undersigned becoming a Member of MMEC (the “**Relationship**”);

WHEREAS, during such Discussions, and, if entered into, during the Relationship, each Party may wish to disclose to or receive from the other certain Confidential Information, subject to the terms of this Agreement.

NOW THEREFORE, the Parties agree:

1. *Confidential Information.* For purposes of this Agreement, “**Confidential Information**” shall mean any tangible and intangible business, technical or other information, whether written, graphic, electronic, oral, visual or any other form, that is disclosed prior to or after the Effective Date by one Party (the “**Disclosing Party**”) to the other (the “**Receiving Party**”), either directly or indirectly, including: (a) processes, methodologies, data, drawings, devices, equipment, samples, facilities, technology, formulations, specifications, ingredients, intellectual property, know-how, trade secrets, analyses, test results, databases, summaries, comparisons, or other materials derived from such information in any form; (b) finances, customers, suppliers, personnel, contracts, products, pricing, commercial practices, product applications, markets, and business strategies; and (c) all information communicated or observed in connection with a facilities tour, a demonstration, any visual, audio, or verbal presentation, or in the course of the Discussions or Relationship. If the Disclosing Party furnishes samples, software or equipment to the Receiving Party, the items so received and any information learned therefrom shall be treated as Confidential Information under this Agreement. This Agreement, any investigations, discussions, or negotiations concerning a possible business arrangement between the Parties, and the terms, conditions, or other facts with respect to any such possible business arrangement shall be deemed Confidential Information. Information shall be deemed to be Confidential Information if it is disclosed in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether the specific designations “proprietary” or “confidential” or any similar designations are used. A Disclosing Party’s Confidential Information may include confidential information of a third party if disclosed by the Disclosing Party to the Receiving Party.

2. *Obligations Regarding Confidential Information.* Each Party agrees to treat all Confidential Information of the other Party as confidential, and agrees specifically that the Receiving Party will:

a. not use the Disclosing Party’s Confidential Information for the Receiving Party’s own benefit or for any other purpose other than for the Discussions, and, if entered into, the Relationship;

b. limit dissemination of the Disclosing Party's Confidential Information to only the Receiving Party's employees, third party contractors, sub-contractors, advisors, directors, officers, and service providers who have a need to know and require access to such Confidential Information in order to perform their duties in support of the Discussions, and, if entered into, the Relationship, and who have agreed in writing to hold such Confidential Information in confidence under terms and conditions at least as restrictive as this Agreement;

c. not disclose the Disclosing Party's Confidential Information to any other third party without the prior written consent of the Disclosing Party, including disclosure as part of any submission to any agency of United States Government, whether as a deliverable or otherwise, and, even with such written consent, the Disclosing Party shall be given the opportunity, prior to disclosure, to apply conforming markings to the Confidential Information as the Disclosing Party may deem necessary, or as required under applicable United States Government regulations, to preserve its proprietary nature, and the Receiving Party shall not remove or alter any such conforming markings;

d. not make any copies of the Disclosing Party's Confidential Information without the prior written consent of the Disclosing Party, and further ensure that each authorized copy contains all proprietary or confidential legends or markings as on the original;

e. not intentionally aid, encourage, or allow any other person, business, or entity to gain possession of or access to any of the Disclosing Party's Confidential Information;

f. protect such Confidential Information by using the same degree of care, but no less than reasonable care, as it uses to safeguard its own confidential or proprietary information of a like nature from unauthorized use, disclosure, and dissemination; and

g. upon discovery by the Receiving Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information, immediately notify the Disclosing Party and take all steps reasonable and necessary to recover the lost or improperly disclosed information and to prevent further unauthorized use or disclosure.

3. *Exceptions to Obligations.* The restrictions imposed by this Agreement upon use and disclosure of a Disclosing Party's Confidential Information shall not apply to the extent that information:

a. is within the public domain, or enters the public domain, through no fault of the Receiving Party;

b. is rightfully disclosed to the Receiving Party by a third party without restriction as to further disclosure or use;

c. was in the possession of the Receiving Party prior to receipt thereof from the Disclosing Party, as evidenced by written records;

d. was independently developed by or for the Receiving Party by persons having no access to the Disclosing Party's Confidential Information, as evidenced by written records; or

e. is ordered by a court of competent jurisdiction to be produced by the Receiving Party; provided, however, that upon the receipt of any such order, the Receiving Party shall promptly notify the Disclosing Party so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's compliance with the provisions of this Agreement. In any event, the Receiving Party

shall disclose only so much of the Confidential Information as it is legally compelled to disclose and will take reasonable steps to obtain assurances that any Confidential Information it must disclose will be treated confidentially to the extent possible.

If any exception listed above applies to only a portion of any Confidential Information, the remainder shall continue to be subject to the prohibitions and restrictions of this Agreement. The Receiving Party shall bear the burden of proving that any of such exceptions are applicable. Confidential Information supplied by a Disclosing Party to a Receiving Party pursuant to this Agreement shall not be deemed to be publicly available or in the possession of Receiving Party merely because it encompasses general disclosures or sub-combinations that are publicly available, or in the prior possession of the Receiving Party. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain or in the Receiving Party's possession, but only if the combination itself and its principle of operation are in the public domain or in the Receiving Party's possession.

4. *Disclosure Period.* The term of this Agreement shall begin on the Effective Date and will terminate three (3) years from the Effective Date; provided, however, if the Parties enter into the Relationship, including the Undersigned becoming a Member of MMEC, this Agreement will terminate upon the termination of the Relationship. Either Party may terminate this Agreement at any earlier time by giving the other at least thirty (30) days' prior written notice to the other Party, at the end of which this Agreement will be terminated. No termination or expiration of this Agreement shall affect either Party's obligations and rights herein with respect to Confidential Information disclosed prior to termination or expiration. Each Party's obligations under Sections 2, 3, 4, 5, 6, and 8-22 of this Agreement shall continue until the tenth (10th) anniversary of the termination of this Agreement; provided, however, if the Parties enter into the Relationship, each Party's obligations under such Sections shall continue until the tenth (10th) anniversary of the termination of the Relationship.

5. *Compliance with Export Regulation and Similar Restrictions.* All information, including Confidential Information, exchanged hereunder may be subject to restrictions imposed by the United States Government. Such restrictions include: the International Traffic in Arms Regulations (ITAR, 22 C.F.R. §§120-130), the Export Administration Regulations (EAR, 15 C.F.R. §§730-774), laws concerning the disclosure of classified information (including the Department of Defense National Industrial Security Program Operating Manual), and other laws and regulations restricting disclosure. Accordingly, the Parties agree to abide by all applicable laws and regulations governing the transfer, disclosure, export, or re-export of technical data, including the requirement for obtaining any export license. Without limiting the foregoing, the Receiving Party agrees that it will not transfer, export, disclose, furnish, or otherwise provide any article, technical data, technology, defense service, or technical assistance of the Disclosing Party to any foreign person, including foreign national employees of U.S. companies, foreign companies, or other foreign entities, without first obtaining the appropriate export license or other approval from the U.S. Government. The Receiving Party shall obtain the written consent of the Disclosing Party prior to submitting any request for authority to export any such information. The Receiving Party will indemnify the Disclosing Party and hold it harmless from any liability resulting from the Receiving Party's violation of this provision or applicable laws or regulations.

6. *Data, Samples, Drawings and Prototypes.* Without the express written consent of the Disclosing Party, the Receiving Party will not reverse-engineer, decompile, or disassemble any samples, technical designs, drawings, components, or specifications disclosed as part of the Confidential Information, or analyze or attempt to analyze, either directly or indirectly, Confidential Information to determine chemical composition, material structure or design features, or to cause or permit any third party to do any of the foregoing. Additionally, the Receiving Party shall not remove, overprint, or deface any

notice of confidentiality from any original or copy of any Confidential Information disclosed.

7. *Relationship of the Parties.* This Agreement does not create any obligation of either Party to disclose any information to the other Party or to enter into the Relationship, and either Party reserves the absolute right, in its sole discretion, to decline to participate in the Relationship or other business opportunity and to terminate the Discussions. Neither Party shall have the right or obligation to share any of the profits or bear any of the losses of the other Party under any contract or subcontract performed in conjunction herewith. This Agreement does not create any right of one Party to represent, bind or make commitments of any kind for or on behalf of the other Party, or create any partnership, teaming, or other agency relationship between the Parties.

8. *Warranties.* Each Party represents to the other that it has the right to enter into this Agreement and to make the disclosures it makes pursuant to this Agreement. **ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED “AS IS.” NO WARRANTIES ARE MADE BY EITHER PARTY HEREUNDER (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RESPECT THEREOF, INCLUDING ANY WARRANTY WITH RESPECT TO COMPLETENESS, PERFORMANCE, ACCURACY, QUALITY, VALIDITY, FITNESS FOR PURPOSE OR USEFULNESS OF EXCHANGED INFORMATION.**

9. *No License.* The Parties agree that no license or other right to use the Disclosing Party’s Confidential Information, patents, inventions, copyrights, trademarks, or other intellectual property is granted or implied by this Agreement, and the Parties acknowledge that the Disclosing Party’s Confidential Information is owned by the Disclosing Party.

10. *Return of Confidential Information.* The Receiving Party agrees that, upon request of the Disclosing Party, it will promptly return at its own expense to the Disclosing Party (and in no event later than thirty (30) calendar days after written request therefore) all physical embodiments of the Disclosing Party’s Confidential Information and all copies thereof, whether authorized or unauthorized, or, at the option of the Receiving Party, the Receiving Party shall certify in writing to the Disclosing Party as to the destruction thereof. If Confidential Information is in electronic form, Receiving Party shall, upon written request of Disclosing Party, make a commercially reasonable effort to remove Confidential Information from their “live” computer file systems; *provided that* Confidential Information stored in computer backup media shall be exempted from the removal requirement provided it is encrypted using an accepted algorithm or otherwise protected using physical means. Notwithstanding such return or destruction, the Receiving Party shall hold in confidence and not use all Confidential Information according to the terms of this Agreement. The Receiving Party may keep one (1) copy of the Disclosing Party’s Confidential Information for archival purposes for use solely in the event a dispute arises hereunder and only in connection with such dispute.

11. *No Restriction on Business.* Each Party acknowledges that the other Party currently engages in its own business and that each Party intends to continue to do so. Nothing in this Agreement shall restrict either Party from engaging in such business provided that such Party does not use any of the other Party’s Confidential Information in its business without the express written consent of the other Party.

12. *Points of Contact.* The primary points of contact for the Parties with respect to the exchange of Confidential Information and for the purposes of receiving notices under this Agreement are as follows:

Midwest Microelectronics Consortium, Inc. Attn: Jackie Janning-Lask 70 Birch Alley, Suite 240 Beavercreek, OH 45440 jlask@mmeconsortim.org	The Undersigned Party:
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Notices will be deemed validly given and effective upon delivery if delivered by hand, nationally recognized overnight courier, delivered by electronic mail, or other electronic means (in which case Recipient will provide acknowledgment within one business day separately from any machine-generated automatic reply), or by post (first class recorded delivery, with proof of posting, or certified mail). Each Party may change its designation by written notice to the other Party.

13. *Injunctive Relief.* Each Party acknowledges that due to the unique nature of the Confidential Information, any actual or threatened breach of any term or condition of this Agreement may cause immediate and irreparable harm to the other Party. Therefore, in addition to any other remedies that a Party may have at law or in equity, each Party will be entitled to preliminary and permanent injunctive relief to prevent a breach or threatened breach of the provisions of this Agreement.

14. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, exclusive of its conflict of laws principles. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts located in Montgomery County, Ohio, and the Parties hereby consent to such jurisdiction and venue. To the extent that the laws, rules, and regulations for U.S. Government procurement apply, then the laws commonly referred to as U.S. Government contract law shall apply. **THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT.**

15. *Final Agreement.* This Agreement sets forth the entire understanding between the Parties hereto relative to the disclosure of Confidential Information covered by this Agreement, and supersedes all previous or contemporaneous understandings, commitments, or agreements, written or oral, regarding such information. This Agreement shall apply in lieu of, and notwithstanding the language of, any specific legend or statement associated with any particular information or data exchanged, and the obligations of the Parties shall be determined exclusively by this Agreement. Confidential Information exchanged under other agreements between the Parties prior to the Effective Date of this Agreement shall be protected under the terms of those agreements unless such information is also disclosed under this Agreement or used in connection with the Discussions or the Relationship, thereby entitling that information to be protected hereunder. If the Parties subsequently enter into an agreement that requires or permits use or disclosure of Confidential Information disclosed pursuant to this Agreement, the terms of such later agreement requiring or permitting such use or disclosure shall provide a limited exception to the provisions of this Agreement. However, the Receiving Party and its respective agents and employees shall continue to comply with all other provisions of this Agreement to the fullest extent possible, and to hold in confidence all other Confidential Information according to the terms of this Agreement.

16. *Severability.* In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provisions shall be curtailed, limited, construed, or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied, and the other provisions of this Agreement shall not be affected thereby.

17. *Modification.* Any modification, rescission or amendment of this Agreement shall be effective only if in writing signed by an authorized representative of both Parties.

18. *Assignments.* Neither Party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempted assignment or transfer by any Party, or whether by agreement or occurring by virtue of the purported operation of law, shall be void; provided, however, that a change of name by a Party, the merger or other reorganization (provided that the Party remains the surviving entity), or the sale by a Party of all or substantially all of its assets to an entity that is not a competitor of the other Party shall not be deemed an assignment or transfer hereunder and each Party consents to any transfer of this Agreement pursuant to such transaction. Except as so limited, this Agreement is binding on and shall inure to the benefit of the assigns and successors of the Parties.

19. *Waiver.* Any waiver of the provisions of this Agreement shall be in writing. Failure by either Party to enforce any of the provisions of this Agreement, or any right with respect thereto, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof.

20. *Construction.* This Agreement is deemed to have been jointly drafted by the Parties, and any uncertainty or ambiguity shall not be construed for or against any Party. The failure to include in or the fact of removal from the executed version of this Agreement of language that was included in prior drafts of this Agreement shall not be used by, or construed for or against, any Party in interpreting this Agreement. Use of the words “include” or “including” shall mean “include, without limitation” and “including without limitation,” respectively.

21. *Authority and Scope.* The persons executing this document for and on behalf of the Parties represent that they are fully authorized to do so for and on behalf of their respective principals. All references to a Party in this Agreement shall include its affiliates. An affiliate of a Party shall mean any entity which controls, is controlled by, or under the common control with a Party. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, more than five percent (5%) of the voting equity of the other entity.

22. *Counterparts.* This Agreement may be executed and delivered by facsimile or electronically by a scanned .pdf file and in any number of counterparts each of which when so executed and delivered shall be deemed to be an original, but which together shall constitute but one and the same instrument.

*The remainder of this page is blank.
The signature page follows.*

The Parties have executed this Agreement as of the Effective Date.

<p>MMEC:</p> <p>Midwest Microelectronics Consortium, Inc.</p> <p>Signature: <u><i>Jackie Janning-Lask</i></u></p> <p>Print Name: Jackie Janning-Lask Title: CEO Date: November 6th 2024_</p>	<p>The Undersigned:</p> <p>_____</p> <p>Signature: _____</p> <p>Print Name: _____ Title: _____ Date: _____</p>
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