

# Supplier NDA

## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is made and entered into as of August 15, 2025 (“Effective Date”) by and between:

- **Aurora Components, Inc.**, a Delaware corporation, with principal offices at 221 Market Street, San Francisco, CA (“Discloser”),
- and **BioTech Parts GmbH**, a company organized under the laws of Germany, with offices at Kaiserstrasse 14, Munich, Germany (“Recipient”).

Collectively, the parties may be referred to as the “Parties,” and individually as a “Party.”

### 1. Purpose

The Parties wish to explore a potential supplier relationship whereby BioTech Parts GmbH may provide specialized components for Aurora’s medical devices. In connection with these discussions, it may be necessary for the Parties to exchange certain confidential information.

### 2. Confidential Information

For purposes of this Agreement, “Confidential Information” shall mean any information disclosed by Discloser to Recipient, whether oral, written, graphic, or electronic, including but not limited to technical specifications, designs, processes, financial data, and business plans.

Confidential Information **does not include information which:**

- a) is or becomes publicly available through no breach of this Agreement;
- b) is approved in writing for release by the Discloser.

### 3. Mutuality of Obligations

The obligations of confidentiality under this Agreement apply **only to Confidential Information disclosed by Discloser to Recipient**. Nothing herein obligates Discloser to maintain the confidentiality of information received from Recipient.

### 4. Ownership of Intellectual Property

All Confidential Information shall remain the property of the Discloser. No license, ownership right, or other interest in any intellectual property is granted under this Agreement, except the limited right to use such Confidential Information for the Purpose.

### 5. Term and Survival

This Agreement shall remain in effect for **six (6) months** from the Effective Date, unless terminated earlier by either Party with thirty (30) days written notice. Obligations of confidentiality shall survive termination for a period of **six (6) months**.

## **6. Indemnity**

Recipient agrees to indemnify and hold harmless Discloser from and against any and all claims, damages, or liabilities (including reasonable attorneys' fees) arising out of Recipient's unauthorized disclosure or misuse of Confidential Information.

## **7. Liquidated Damages**

The Parties acknowledge that damages resulting from breach of confidentiality may be difficult to ascertain. Accordingly, the Parties agree that in the event of a material breach, Recipient shall pay to Discloser **liquidated damages of USD 250,000**, which the Parties agree is a reasonable pre-estimate of potential harm and not a penalty.

## **8. Data Processing Reference**

If Confidential Information includes personal data, the Parties agree that such processing shall be subject to a **separate Data Processing Agreement ("DPA")** to be entered into between the Parties.

## **9. Non-Solicitation**

During the term of this Agreement and for a period of twelve (12) months thereafter, Recipient shall not, directly or indirectly, solicit for employment any employee of Discloser with whom Recipient has had contact in connection with this Agreement, without Discloser's prior written consent.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the **Federal Republic of Germany**, without regard to its conflict of laws principles.

## **11. Miscellaneous**

- Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof.
- Amendments: May only be modified in writing signed by both Parties.
- Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Non-Disclosure Agreement as of the Effective Date.

Aurora Components, Inc.

BioTech Parts GmbH