

# Mutual NDA

## MUTUAL CONFIDENTIALITY AGREEMENT

This Mutual Confidentiality Agreement (“Agreement”) is entered into as of October 5, 2025 (the “Effective Date”), by and between:

- **Aurora Components, Inc.**, a Delaware corporation, with principal offices at 221 Market Street, San Francisco, California 94105 (“Aurora”), and
- **Stellar Microsystems Ltd.**, a company organized under the laws of the United Kingdom, with offices at 101 King’s Road, London SW1A 1AA (“Stellar”).

Aurora and Stellar are each referred to herein as a “Party” and collectively as the “Parties.”

### 1. Background and Purpose

The Parties intend to exchange certain non-public, proprietary, or confidential information in connection with discussions regarding a potential commercial collaboration (the “Purpose”).

### 2. Definition of Confidential Information

“Confidential Information” means any data or information, in whatever form or medium, disclosed by a Party (the “Discloser”) to the other Party (the “Recipient”) that is marked or otherwise identified as confidential, or which by its nature should reasonably be understood to be confidential.

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

1. was lawfully known to Recipient, without restriction, prior to disclosure by Discloser;
2. is independently developed by Recipient without use of or reference to Confidential Information;
3. is rightfully received from a third party without restriction and without breach of any obligation of confidentiality;
4. is or becomes publicly available through no breach of this Agreement; or
5. is approved in writing by the Discloser for release.

### 3. Mutual Obligations of Confidentiality

Each Party, as Recipient, shall:

- use the Confidential Information of the other Party solely for the Purpose;
- not disclose such Confidential Information to any third party except to employees, contractors, or advisors who have a need to know and who are bound by obligations of confidentiality no less protective than those herein;
- exercise at least the same degree of care it uses to protect its own similar confidential information, and in no event less than a reasonable degree of care.

### 4. Ownership of Intellectual Property

All Confidential Information remains the property of the Discloser. This Agreement does not grant any license, transfer of ownership, or other right in the Confidential Information or any intellectual property of the Discloser.

## **5. Duration and Survival**

This Agreement shall remain in effect for a period of **two (2) years** from the Effective Date. The obligations of confidentiality shall survive termination of this Agreement for a period of **two (2) years** from the Effective Date.

## **6. Remedies**

The Parties acknowledge that monetary damages may not be an adequate remedy for unauthorized disclosure of Confidential Information. Accordingly, each Party shall be entitled to seek injunctive or equitable relief in addition to any other rights or remedies available at law or in equity.

## **7. Data Processing**

The Parties acknowledge and agree that **no personal data is anticipated to be exchanged** under this Agreement. If, however, the Purpose requires the transfer of personal data, the Parties shall execute a separate Data Processing Agreement prior to any such transfer.

## **8. Non-Solicitation**

Nothing in this Agreement shall restrict either Party from hiring employees of the other Party, provided that such employees respond to general solicitations not specifically targeted at the other Party's personnel.

## **9. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of **England and Wales**, and the courts of London, United Kingdom, shall have exclusive jurisdiction to resolve any dispute arising hereunder.

## **10. General Provisions**

- **Entire Agreement:** This Agreement contains the entire understanding between the Parties with respect to its subject matter.
- **No Waiver:** Failure to enforce any provision shall not constitute a waiver.
- **Amendments:** Must be in writing and signed by both Parties.
- **Counterparts:** This Agreement may be executed in multiple counterparts, each deemed an original.

**IN WITNESS WHEREOF**, the Parties have executed this Mutual Confidentiality Agreement as of the Effective Date.

Aurora Components, Inc.

Stellar Microsystems Ltd.

