

MUTUAL NON-DISCLOSURE AGREEMENT
(Written or Oral)

Static Control Components (Europe) Limited (“SCC EU”), a company organized under the laws of England and Wales, and Leumi UK Group Limited (“Funder”), a company organized under the laws of the United Kingdom, wish to explore a business possibility of mutual interest (“Business Possibility”). In connection with discussions of this possibility and any business which follows from such discussions, the undersigned parties recognize that there is a need for SCC EU to disclose certain SCC EU proprietary information to Funder and for Funder to disclose certain proprietary information to SCC EU. As an express condition to such disclosures, the parties agree as follows:

1. **Definition of Confidential Information.** “Confidential Information” means all information disclosed by a party (the “Disclosing Party”) to another party (the “Receiving Party”) (in writing, orally, or in any other form) that is described as confidential or proprietary or that a reasonable person in the business of SCC EU or Funder would deem confidential in nature, including, without limitation, prices, product specifications, product sources, financial information, financial plans, legal theories or plans, strategic plans, Funder lists, and technical, business, marketing, and other information. Confidential Information shall not include, however, information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party, (ii) was available to the Receiving Party on a nonconfidential basis prior to its disclosure by the Disclosing Party, (iii) becomes available to the Receiving Party on a nonconfidential basis from a person who is not otherwise bound by a confidentiality agreement with the Disclosing Party or is not otherwise prohibited from transmitting the information to the Receiving Party, or (iv) was independently developed by the Receiving Party without access or reference to any of the Confidential Information of the Disclosing Party. Confidential Information shall include, without limitation, information meeting the foregoing definition disclosed prior to the effective date of this Agreement.
2. **Non-Disclosure and Limited Use.** The Receiving Party shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any party that is not a party to this Agreement. The Receiving Party shall disclose the Confidential Information only to (i) employees, advisers and agents of the Receiving Party; and (ii) employees of the Receiving Party’s affiliates and group companies, in each case who need to know such information to evaluate the Business Possibility or in the course of such relationship between the Parties and who are bound by similar non-disclosure restrictions. The Receiving Party shall not use any Confidential Information of the Disclosing Party for the Receiving Party’s own benefit or for any purpose except to evaluate the Business Possibility or in the course of such relationship between the Parties. The Receiving Party shall take all reasonable measures to protect the confidentiality and avoid the unauthorized use of the Disclosing Party’s Confidential Information.
3. **Remedies.** The Receiving Party agrees that the unauthorized disclosure or use of the Disclosing Party’s Confidential Information will cause irreparable harm and significant immeasurable injury. Accordingly, the Receiving Party agrees that the Disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled to equitable relief, including injunctive relief and specific performance against any breach of this Agreement.

4. **Return or Destruction of Materials.** At any time after the Disclosing Party's request, the Receiving Party shall, at the Disclosing Party's option, either (1) return to the Disclosing Party all tangible (including electronic) copies of Confidential Information; or (2) destroy all tangible (including electronic) copies of Confidential Information which are not returned, and certify to the Disclosing Party that all such copies of Confidential Information have been destroyed. Notwithstanding anything in this Agreement to the contrary, the Receiving Party shall be under no obligation to return, destroy or erase any Confidential Information that forms part of any electronic back-up system that is not immediately accessible as part of day-to-day business, provided any such Confidential Information is retained in accordance with the terms of this Agreement.
5. **Ownership.** Receiving Party recognizes that all tangible information relating to Confidential Information, prepared by Disclosing Party in connection with the Business Possibility, including all copies thereof, are and shall be the sole property of Disclosing Party, and Receiving Party shall keep the same at all times in its custody and subject to Receiving Party's control. The Receiving Party does not hereby and shall not acquire by implication or otherwise any right in title to or license in respect of the Confidential Information disclosed to it by the Disclosing Party.
6. **No Warranties.** Neither Party makes any representation or warranty as to the accuracy or completeness of the Confidential Information.
7. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the parties and their successors and assigns. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any term hereof. This Agreement shall be governed by the laws of England and Wales. All disputes arising out of or in connection with this Agreement, including disputes on its conclusion, binding effect and termination, shall be resolved exclusively by the courts of England and Wales. This Agreement may be executed in counterparts. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof.
8. **Scope and Termination.** This Agreement is intended to cover Confidential Information disclosed by each Party both prior and subsequent to the date hereof. This Agreement may be terminated by either Party by giving the other Party no less than 30 days' prior written notice. In any event, if not terminated sooner, this Agreement shall terminate the second anniversary of the Effective Date. .
9. **Contact Information for Official Notices.** The contact information for official notices for the Parties are as follows:

Contact for SCC EU:

Address:

Unit 30, Worton Drive, Reading, Berkshire, RG2 0TG United Kingdom

Phone: +44 (0) 118 923 8800

Email: legaldept@scc-inc.com

Contact for Funder:

Address: Pacific House, Brighton, BN1 3TE UK

Email: RPerkins@leumi.co.uk

Phone: 01273 716231

This Agreement is effective as of the date of the last signature below as indicated by the signatures of their authorized representatives (the “Effective Date”).

Leumi UK Group Limited



Richard Perkins

Head of Legal and Business Risk
August 11, 2023 11:18 ET
IP: 163.116.165.114

Static Control Components (Europe) Limited



Juan Carlos Bonell

Managing Director
August 11, 2023 11:20 ET
IP: 173.188.216.249