Eurocircuits Non-Disclosure Agreement (NDA)

Dated: 10 November 2026

Eurocircuits enters freely in the following agreement between:
Eurocircuits Group B.V., having its main office at Antwerpsesteenweg 66, 2800 Mechelen, Belgium and its affiliates (hereafter referred to as 'EUROCIRCUITS')
and
any party (hereafter referred to as the 'THE CLIENT') with whom EUROCIRCUITS is engaged to provide electronic manufacturing services as an independent contractor.
It is our collective desire to protect THE CLIENT's trade secrets and confidential information.
In consideration of the disclosure of such information by one party to the other, EUROCIRCUITS agrees as follows:

1. Non-Disclosure of Proprietary Information

1.1. Agreement Not to Disclose or Use Trade Secrets or Confidential Information

EUROCIRCUITS acknowledges that it will from time to time come into contact with and have access to THE CLIENT's Trade Secrets (as defined below) and Confidential Information (as defined below). EUROCIRCUITS specifically acknowledges that such Trade Secrets and Confidential Information, expressed in writing, drawings or data, derive independent economic value from not being readily known to others who could obtain economic value from the disclosure or use of such Trade Secrets and Confidential Information.

EUROCIRCUITS also acknowledges that reasonable efforts have been put forth by THE CLIENT to maintain the secrecy of its Trade Secrets and Confidential Information, that such Trade Secrets and Confidential Information are and will remain the sole property of THE CLIENT or its Customers, as the case may be, and that any retention and/or use of such Trade Secrets and Confidential Information during (except in the regular course of performing the duties hereunder) or after the termination of EUROCIRCUITS' relationship with THE CLIENT will constitute a misappropriation of such Trade Secrets and Confidential Information belonging to THE CLIENT.

In consideration of EUROCIRCUITS' initial engagement with THE CLIENT and of its access and exposure to THE CLIENT's Trade Secrets and Confidential Information, EUROCIRCUITS expressly covenants and agrees that during its engagement with THE CLIENT and following termination of EUROCIRCUITS' engagement with THE CLIENT, whether such termination is by EUROCIRCUITS or THE CLIENT for whatever reason (with or without cause), EUROCIRCUITS will not:

1.1.1 Use any Trade Secrets or Confidential Information except as necessary in the performance of its duties for THE CLIENT.

or

1.1.2 Reveal or disclose or allow to be revealed or disclosed any Trade Secrets or Confidential Information to any person, firm, partnership, trust, corporation or other entity outside entity or third party, except as required for EUROCIRCUITS' performance of its duties for THE CLIENT.

1.2. Definition of Trade Secrets

As used in this Agreement, the term, "Trade Secrets" shall mean all techniques, protocols, methods of doing business and procedures used by THE CLIENT in its business which is not generally known or used in the industry: Electronic designs, computer programs and source codes developed by THE CLIENT or its Employees, inventions, improvements, discoveries (whether or not patentable), databases and any information or data which are communicated by THE CLIENT to EUROCIRCUITS as Trade Secrets.

1.3. Definition of Confidential Information

As used in this Agreement, "Confidential Information" means data or information, which is of value to THE CLIENT and not generally known to persons or entities outside of THE CLIENT, including, but not limited to, the following:

1.3.1 Research, development, architecture, schema, source code, object code, patents, patent applications, documentation, trade secrets, know how, inventions, technical data, software, business plans or strategies, and information entrusted to EUROCIRCUITS or its principals officers and employees by THE CLIENT.

1.3.2 Information regarding business opportunities for new or developing businesses for THE CLIENT, and business and marketing plans, techniques, and strategies of THE CLIENT (including, but not limited to, plans for new products or services).

1.3.3 Data processing, source codes and computer programs.

1.3.4 Any technological innovations used in the business.

1.3.5 Any information received by THE CLIENT from third parties in confidence (or subject to non-disclosure or similar covenants) and the terms and conditions of negotiations or confidential contracts between THE CLIENT and third parties.

1.3.6 Any information received, accessed, or otherwise discovered by EUROCIRCUITS from time to time while engaged by THE CLIENT.

In any dispute over whether information is Confidential Information or not, it shall be THE CLIENT's burden to show that such information is Confidential Information.

1.4. Third Party Information

EUROCIRCUITS recognises that THE CLIENT in the future may receive from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes.

EUROCIRCUITS agrees that EUROCIRCUITS owes THE CLIENT and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not disclose it to any person, firm or corporation (except as necessary in carrying out EUROCIRCUITS' work for THE CLIENT) or to use it for the benefit of anyone other than for THE CLIENT or such third party without the express written authorisation of THE CLIENT, or the third party concerned, whether prior to or following termination of EUROCIRCUITS' engagement with THE CLIENT.

2. Returning THE CLIENT Documents

EUROCIRCUITS agrees that, upon demand by THE CLIENT, EUROCIRCUITS will promptly return and deliver THE CLIENT (and will not deliver to anyone else) any and all tangible trade secrets, confidential knowledge, data, notes, reports, proposals, lists, correspondence, business plans. other documents or property, and all reproductions of any of the foregoing items.

Administrative, engineering and production data prepared from Information and data received from THE CLIENT and/or used for the fulfilment of THE CLIENT's orders cannot be deleted nor provided to THE CLIENT and will be protected by EUROCIRCUITS in the strictest confidence.

3. Severability

If for any reason any portion of any provision in this Agreement is declared invalid, void, or unenforceable by any court of competent jurisdiction, the validity and binding effect of any remaining provisions of this Agreement shall remain in full force and effect.

4. Waiver

The failure of THE CLIENT to insist upon strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach thereof by EUROCIRCUITS shall not constitute a waiver of that or any other provision of this Agreement.

5. Successors and Assigns

This Agreement shall be binding for EUROCIRCUITS, EUROCIRCUITS' affiliates, heirs, executors, administrators, and other legal representatives, and its successors and assigns, as applicable.

This Agreement shall be for the benefit of THE CLIENT, its affiliates and their successors and assigns.

6. Not an Agreement of EUROCIRCUITS Engagement

Nothing in this Agreement shall be construed to impose upon THE CLIENT any continuing obligation to engage EUROCIRCUITS.

7. Survival of Terms and Conditions

The terms and conditions of this Agreement shall survive the termination of EUROCIRCUITS' engagement with THE CLIENT and that to the full extent necessary for their enforcement and for the protection of THE CLIENT and its Successors and assigns.

8. Governing Law

This agreement shall be governed by and interpreted in accordance with the laws of Belgium.

9. Conflicting Agreements

In the event of a conflict between this Agreement and any other agreement between EUROCIRCUITS and THE CLIENT, this Agreement shall govern.

Eurocircuits Group B.V.

Antwerpsesteenweg 66 – 2800 Mechelen – Belgium

Directors: Dirk Stans, Luc Smets, Han Nuesink and Paresh Vasani

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