CONFIDENTIAL

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2026 (the "Effective Date"), between True Circuits, Inc., a Delaware corporation having its principal place of business at 333 W. El Camino Real, Suite 220, Sunnyvale, CA, USA 94087, and _____, a _____ corporation having its principal place of business at _____ _____.

1. Purpose. The parties wish to engage in discussions regarding exploration of a business opportunity of mutual interest ("Authorized Purpose") and in connection with this Authorized Purpose, each party may disclose to the other certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

2. Confidential Information means any information (including without limitation documents, computer data, or oral communications) disclosed by either party to the other party, either directly or indirectly, (a) in writing and marked as confidential or similar designation at the time of disclosure; or (b) in any other manner or media if it is identified or marked as confidential upon disclosure; or (c) in any other manner or media if it is treated as confidential upon disclosure and is designated as confidential in a writing delivered to the Recipient within thirty (30) days after disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

3. Legally Compelled Disclosure. In the event the receiving party is required to disclose the disclosing party's Confidential Information pursuant to a valid order by a court or other governmental body or as otherwise required by law, prior to any such compelled disclosure, the receiving party will (i) notify the disclosing party of the legal process, and allow the disclosing party to assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure and (ii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.

4. Non-use and Non-disclosure. Each party agrees to use any Confidential Information of the other party solely for the Authorized Purpose and not for any third party's benefit. Each party agrees to limit disclosures of Confidential Information of the other party to those employees of the receiving party who are required to have the information in order to evaluate or engage in discussions regarding the Authorized Purpose. Each party agrees that it will not disclose any of the Confidential Information to any third party without the express written consent of the disclosing party. Neither party shall reverse engineer, disassemble or decompile any of the Confidential Information of the other party or any of the prototypes, software or other tangible objects which embody the Confidential Information of the other party and which are provided to the party hereunder.

5. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information and shall ensure that its employees who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement in content similar to the provisions hereof, prior to any disclosure of Confidential Information to such employees. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original.

6. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". EACH PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party, and all copies thereof which are in the possession of the other party, shall be and remain the property of the disclosing party and shall be promptly returned to the disclosing party upon the disclosing party's written request or upon termination of this Agreement.

9. No License. Nothing in this Agreement is intended to grant any rights to either party under any patent, mask work right or

copyright of the other party, nor shall this Agreement grant any party any rights in or to the Confidential Information of the other party except as expressly set forth herein.

10. Term. This Agreement covers the disclosure of all Confidential Information for a period of three (3) years commencing as of the Effective Date. A Recipient's duty to protect the Confidential Information disclosed under this Agreement expires five (5) years from the date of receipt of Confidential Information (the "Confidentiality Term"). This Agreement may be terminated earlier by either party by giving thirty (30) days written notice of termination to the other party. Upon the expiration or termination of this Agreement, the obligations of each party shall survive with respect to Confidential Information of the other party disclosed hereunder until such time as the respective Confidential Information becomes publicly known and made generally available through no action or inaction of the receiving party or until five (5) years after the date of initial disclosure of such Confidential Information to the receiving party hereunder ("Confidentiality Period"), whichever occurs sooner. For the avoidance of doubt, upon termination of this Agreement, each party's obligation to keep the Confidential Information of the other party confidential for the Confidentiality Period shall apply even in the event where one party is acquired or merged by or into a third party, and such third party shall have the right to enforce this obligation as a third party beneficiary.

11. Remedies. Each party agrees and acknowledges that any breach of this Agreement may cause irreparable harm to the other party for which monetary damages may be inadequate. Accordingly, the harmed party may be entitled to seek injunctive or other equitable relief to remedy any threatened or actual breach of this Agreement by the other party.

12. Export Restrictions. Confidential Information disclosed pursuant to this Agreement may include technology and/or software that is subject to export control laws or regulations of the United States and/or other countries, and with respect to which international transfers or releases to foreign nationals may be subject to restrictions, including export licensing requirements, whether or not identified by the Discloser. Any transfer or release of such Confidential Information hereunder shall be subject to all applicable U.S. and other export control laws and regulations. Without limiting the foregoing, Recipient shall ensure that any further transfer or release of Confidential Information hereunder is conducted in accordance with applicable export licenses or regulatory exceptions.

13. Miscellaneous. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth herein. Each party represents, warrants and covenants that it has the full right and authority to enter into this Agreement and perform its obligations hereunder, that all required corporate approvals and authorizations have been obtained, and that, upon signature by its authorized representative listed below, this Agreement shall have been duly executed and be legally binding upon the respective party in all respects. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the Effective Date.

For: TRUE CIRCUITS, INC.

Signature: _____

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____

For: _____

Signature: _____

Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____