

MUTUAL NON-DISCLOSURE AGREEMENT (EUROPE)

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into as of the date set forth below ("Effective Date") between the undersigned parties.

The parties are considering entering into a business transaction for the purpose set forth below (the "Purpose"), the nature of which may require each to disclose or make available to the other, proprietary and confidential information and materials. In consideration of the mutual promises and obligations set forth below, the parties agree as follows:

1. Confidential Information. "Confidential Information" means any confidential, or non-public information or data with respect to the Purpose disclosed in writing, orally, visually, or in any other tangible or intangible form by or on behalf of a party ("Discloser") to the other party ("Recipient") that (a) may be clearly marked as proprietary, confidential, private, trade secret or secret (or with other marks indicative of a confidential nature), or (b) if oral or visual, may be identified as proprietary, confidential, private, trade secret, secret (or with other terms indicative of a confidential nature), and may be summarized in a writing so marked and delivered within thirty (30) calendar days following such disclosure, or (c) comprises or contains in particular but without limitation technical, financial, business and any other information and data, including any physical objects, marketing plans, business strategies, prospect or customer lists, research, development, forecasts, samples (including materials of a technical nature), parts, pricing, know-how, trade secrets, unpublished patent applications, computer software, models, designs, source code, techniques, systems, processes, works of authorship, projects, plans, proposals, flow charts, and any other business, marketing, financial, technical, scientific, engineering or other information or data of Discloser which is disclosed in circumstances of confidence. The terms "Discloser" and "Recipient" include each party's Affiliates, as defined below, disclosing or receiving Confidential Information. Confidential Information shall not include information which Recipient can demonstrate (a) is or becomes available to the public through no breach of this Agreement, except that Confidential Information shall not be deemed to be in the public domain merely because a part of the Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public; (b) was known by Recipient prior to its disclosure without any obligation to hold it in confidence; (c) is lawfully received from a third party without restriction, provided such third party is not, to Recipient's knowledge, in breach of any obligation of confidentiality relating to such Confidential Information; (d) is independently developed by or for Recipient without use of, or reference to, Confidential Information of Discloser; or (e) is released with prior written authorization from Discloser; in each case as provable by competent evidence.
2. Affiliates. "Affiliate" means a company or entity that, directly or indirectly, controls, is controlled by or is under common control with a party to this Agreement. "Control" means direct or indirect ownership interest of more than 50% of an entity, or ownership of the capital stocks or the voting rights of a company or entity, or the right to control or direct management of a company or entity.
3. Non-Disclosure and Permitted Use. Recipient shall protect Confidential Information of the Discloser using the same degree of care used to protect its own confidential or proprietary information, but in any case no less than a reasonable degree of care. Recipient shall use the Confidential Information only for the Purpose and shall prevent the disclosure or dissemination of Confidential Information to any third party without the prior written consent of Discloser, except disclosure to officers, directors, agents, auditors, employees (including third parties retained for temporary administrative, clerical or programming support, or as independent contractors), or advisers, including financial advisers, legal counsel, and potential and actual financing sources (collectively, "Representatives") as well as Affiliates and Affiliates' Representatives with a bona fide "need to know"; provided that such Representatives

have been made aware of their obligation to preserve the confidentiality of such Confidential Information and that such Representatives must be subject to confidentiality obligations that are at least as restrictive as those set forth in this Agreement. Further, neither Recipient nor Recipient's Representatives/Affiliates shall sell or reverse-engineer any of Discloser's Confidential Information or assist any third party in the sale or reverse engineering any of Discloser's Confidential Information. Samples may not be analyzed to determine their composition or method of manufacture. Results of testing, modification, or evaluation of samples by the Recipient are confidential and must be reported back to the Discloser. Samples disclosed are experimental and may not be available commercially. Any knowledge gained by Recipient from the results of testing, modification, or evaluation of samples cannot be used for any commercial purpose absent written permission from Discloser. Each party shall be fully liable to Discloser for any breach of this Agreement by its Representatives and Affiliates and by its Affiliates' Representatives.

4. Legally Required Disclosure. A Recipient/its Representatives may disclose Confidential Information where required by law or regulation, in response to a valid order of a court or other governmental body, or by a rule or regulation of a listing authority or stock exchange. In any event, Recipient shall disclose or provide only that portion of the Confidential Information which is legally required.
5. Rights and Remedies. Recipient shall notify Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by Recipient, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent further unauthorized use or disclosure.
6. Return of Confidential Information. Confidential Information, including permitted copies, shall be deemed the property of Discloser. Recipient/Representative shall, within ten (10) calendar days following a written request by Discloser, return all Confidential Information (including all copies, abstracts, analyses, studies or other material prepared by Recipient or any of its Representatives or its Affiliates' Representatives that contain or otherwise reflect such Confidential Information) to Discloser or, if so directed by Discloser, destroy/delete such Confidential Information provided however that Recipient/Representative may retain copies of such Confidential Information where legally required and shall not be required to delete any system back-up media such as copies of any computer records or files containing Confidential Information which have been created pursuant to automatic archiving or back-up procedures on secured central storage servers. In the event that any Confidential Information is retained in accordance with the terms of this Section 6, the non-disclosure and non-use obligations of this Agreement, shall remain in full force and effect with respect to Confidential Information so retained. Upon written request by Discloser, Recipient shall certify in writing its compliance with this Section 6.
7. Injunctive Relief. The parties agree that any threatened or actual breach of this Agreement could cause substantial harm to Discloser for which damages may not be a full and adequate remedy, thereby entitling Discloser to seek injunctive relief, in addition to any other rights and remedies available to it, and without the necessity of posting any bond or other security.
8. Relationship of Parties. This Agreement does not represent, and in no way imply, a partnership, joint venture, employment, license, or other commercial relationship between the parties or an authorization for either party to act as the agent or representative of the other. Neither party is obligated under this Agreement to exchange any Confidential Information, to continue any discussions, to enter into any future business relationship, or to forego any other business opportunity, relationship, or research.

9. Ownership of Confidential Information; Disclaimer. No patent, copyright, trademark, or other proprietary right is licensed, granted, or otherwise transferred by this Agreement or any disclosure hereunder, except for the right to use such information in accordance with this Agreement. Notwithstanding the foregoing, if, in violation of this agreement, Recipient files for patents or other intellectual property rights which include any disclosures received hereunder, Recipient hereby grants the Discloser a perpetual, nonexclusive, worldwide, royalty-free license to practice under such patents or rights, and Discloser reserves all other applicable remedies. To the extent not agreed otherwise between the parties, no warranties or representations of any kind, express or implied, are given with respect to any information, including Confidential Information, disclosed or made available under this Agreement or with respect to any use thereof. Accordingly, to the extent not agreed otherwise between the parties, Discloser has no liability or responsibility for errors or omissions in, or any decisions made by Recipient in reliance on, any information disclosed under this Agreement except in case of intent or gross negligence.
10. Term. The term of this Agreement shall be for a period of five (5) years from the Effective Date and may be extended only by a mutual written agreement between the parties. Either party may terminate this Agreement upon thirty (30) calendar days' prior written notice to the other party. All obligations with respect to non-trade secret Confidential Information shall survive termination or expiration of this Agreement for a period of five (5) years from the date of termination or expiration of this Agreement. All obligations with respect to Confidential Information that constitutes a trade secret shall remain in effect until such time as the information is no longer a trade secret.
11. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
12. Enforceability. If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement. The remaining provisions shall continue in full force and effect.
13. Headings and Construction. The headings contained in this Agreement are for convenience only and shall not be interpreted to limit, control, or affect the meaning or construction of the provisions of this Agreement. This Agreement shall be deemed to have been jointly prepared by the parties. This Agreement has been negotiated by the parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.
14. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understandings relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties, whereas compliance with the written form requirement shall be deemed to have been met by electronic signatures (e.g. created via DocuSign) or scans of signed agreements. Since this Agreement shall improve the protection of Confidential Information, stricter applicable statutory regulations concerning the protection of Confidential Information, including trade secrets, shall remain unaffected by this Agreement.
15. Export Language. Discloser shall identify within any information that is being supplied to Recipient under the terms of this Agreement, any information that is subject to applicable export laws and regulations, including but not limited to the US International Traffic in Arms Regulations ("ITAR") or US Export Administration Act Regulations ("EAR") ("Restricted Information") in advance of disclosure to Recipient. In the event that Restricted Information is disclosed to Recipient, for each unique item and

every transference of data, such Restricted Information must be clearly and prominently identified with a marking or legend of the Discloser's language stating to which export laws and regulations the technical data is subject to.

16. Whistleblower Protection. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted so as to impede any Representative (or any other individual) from reporting possible violations of applicable law or regulation to any governmental agency or entity, or making other disclosures under the whistleblower provisions of applicable law or regulation. Such Representative does not need the prior authorization of either party to make any such reports or disclosures and such Representative shall not be required to notify either party that such reports or disclosures have been made.
17. Personal Data. All personal data or personal information communicated by a Discloser will be processed by the Recipient acting as a data controller to achieve the purpose of this Agreement and to perform any action which may arise from the contractual relationship as set forth herein. Personal data or personal information may only be shared with third parties on a need-to-know basis and with the Discloser's prior written consent pursuant to this Agreement. Any collection, storage, use or transmission of personal data or personal information under this Agreement must be in compliance with applicable data protection laws and regulations. No personal data or personal information will be sold by either party.
18. Governing Law/Venue. This Agreement shall be governed by the laws of the Federal Republic of Germany. Any disputes arising out of or in connection with this Agreement shall, unless amicably settled between the parties, be finally settled by arbitration according to the Rules of Arbitration of the International Chamber of Commerce, Paris ("Rules") by one arbitrator in accordance with said Rules. The seat of arbitration shall be Munich, Germany. The procedural law of this place shall apply where the Rules are silent. The arbitration proceedings shall be conducted in English.
19. No Waiver. Apart from the statutes of limitations, failure to enforce or delay in enforcing any provision of this Agreement will not constitute a waiver of any rights under any provisions of this Agreement. A waiver by a party of any breach or default by the other party is not a waiver of any other breach or default, and no course of performance or course of dealings between the parties may modify the express terms of this Agreement.
20. Counterparts. The Agreement may be executed in two or more counterparts, whereas electronic signatures (e.g. created via DocuSign) or scans of signed agreements shall be considered sufficient, each of which will be deemed an original with the same effect as if the parties signed the same document, but all of which together will constitute one and the same document.
21. **Effective Date:** _____
22. **Purpose:** _____

IN WITNESS WHEREOF, the parties' respective representatives have executed this Agreement as of the Effective Date.

Vishay _____

[Name of Vishay entity]

Address: with offices located at

e-mail: legal.selb@vishay.com

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

(Rev. March 2026, MN)

[Name of Company]

Address: with offices located at

e-mail: _____

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____