

GFx™ Confidential Information, Intellectual Property Protection, and Restricted Use Agreement

Mitas Electronics, LLC

Attorney Review Draft

Disclosing Party	Mitas Electronics, LLC
Recipient	As identified in the signature block
Effective Date	Date of last signature below
Purpose	Controlled evaluation of a potential business, technical, investment, research, supply, standards-related, government, or commercialization relationship concerning the GFx™ Program

This document is intended for review by Mitas Electronics' intellectual property counsel before operational use.

1. Parties and Effective Date

This GFx™ Confidential Information, Intellectual Property Protection, and Restricted Use Agreement (this “Agreement”) is entered into as of the date of last signature below (the “Effective Date”) by and between Mitas Electronics, LLC, a Texas limited liability company (“Mitas”), and the individual or entity identified in the signature block below (“Recipient”).

Mitas and Recipient may each be referred to as a “Party” and collectively as the “Parties.”

2. Purpose of Disclosure

Mitas may disclose Confidential Information to Recipient solely to permit Recipient to evaluate a potential business, technical, investment, research, supply, standards-related, government, or commercialization relationship with Mitas concerning the GFx™ Program (the “Purpose”).

Recipient may use Confidential Information only for the Purpose and for no other purpose without Mitas’ prior written consent.

3. Definition of GFx™ Program

For purposes of this Agreement, the “GFx™ Program” means Mitas’ proprietary technology platform, architecture, research, development, engineering, validation, manufacturing, and commercialization activities relating to deterministic high-speed data transport, electromagnetic boundary control, signal-integrity architecture, interconnect systems, cable assemblies, connector systems, launch structures, test methods, purchasing specifications, operating principles, and related technical or commercial applications developed, conceived, evaluated, disclosed, or pursued by or for Mitas.

The GFx™ Program includes all related concepts, designs, simulations, models, prototypes, data, reports, methods, know-how, inventions, improvements, trade secrets, technical strategies, product strategies, commercialization strategies, and reduction-to-practice activities, whether existing before or developed after the Effective Date.

4. Definition of Confidential Information

“Confidential Information” means all non-public information disclosed or made available by Mitas to Recipient, directly or indirectly, whether before, on, or after the Effective Date, in any form or medium, that relates to Mitas, the GFx™ Program, or the Purpose.

Confidential Information includes, without limitation, technical data, S-parameter data, test results, simulations, models, drawings, specifications, purchasing requirements, validation methods, operating principles, architecture concepts, manufacturing methods, supplier information, business plans, commercialization strategies, customer or investor discussions, unpublished inventions, patent-related materials, trade secrets, know-how, demonstrations, prototypes, samples, communications, and information learned through meetings, facility visits, presentations, or technical discussions.

Confidential Information also includes the existence and status of discussions between the Parties and any notes, analyses, summaries, extracts, models, files, records, or other materials prepared by Recipient that contain, reflect, are derived from, or are based on Confidential Information.

5. Permitted Use

Recipient may use Confidential Information only as reasonably necessary to evaluate the Purpose.

Recipient shall not use Confidential Information for Recipient’s own product development, research, patent activity, competitive analysis, procurement strategy, standards activity, commercialization, fundraising, investment

evaluation for third parties, supplier engagement, customer engagement, or any other activity not expressly authorized in writing by Mitas.

Recipient shall not use Confidential Information to design, develop, improve, test, validate, manufacture, source, market, sell, license, patent, disclose, or commercialize any product, system, architecture, method, process, standard, specification, or technology that is based on, derived from, informed by, or competitive with the GFx™ Program, except under a separate written agreement signed by Mitas.

6. Non-Disclosure Obligations

Recipient shall not disclose Confidential Information to any person or entity except to Recipient's officers, directors, employees, attorneys, accountants, advisors, consultants, contractors, or representatives who have a strict need to know the information for the Purpose and who are bound by written confidentiality and restricted-use obligations at least as protective as this Agreement.

Recipient is responsible for any breach of this Agreement by its representatives.

Recipient shall not disclose Confidential Information to any affiliate, investor, customer, supplier, university, laboratory, government agency, standards organization, consortium, contractor, artificial intelligence system, external database, or third-party platform without Mitas' prior written consent.

Recipient shall not provide, transmit, disclose, transfer, store, process, access, or make available any Confidential Information outside the United States, or to any foreign affiliate, offshore employee, offshore contractor, foreign supplier, foreign consultant, foreign laboratory, foreign government-related entity, or offshore engineering, manufacturing, simulation, data-processing, or support resource, without Mitas' prior written consent.

Before disclosing Confidential Information to any permitted representative, Recipient shall ensure that such representative is bound by written confidentiality, restricted-use, intellectual property, AI-use, export-control, non-circumvention, and trade-secret protection obligations at least as protective as this Agreement. Recipient shall remain fully liable for any act or omission of its representatives, affiliates, contractors, subcontractors, suppliers, consultants, advisors, offshore personnel, or other downstream recipients as if such act or omission were Recipient's own act or omission.

7. Restricted Use, No Reverse Engineering, and No Derivative Development

Recipient shall not, directly or indirectly, reverse engineer, deconstruct, disassemble, inspect, measure, model, simulate, test, benchmark, reproduce, derive, modify, adapt, improve, or analyze any Confidential Information, prototype, sample, demonstration, report, data set, model, drawing, specification, architecture, device, component, assembly, method, process, or system disclosed by Mitas except as expressly authorized in writing by Mitas for the Purpose.

Recipient shall not use Confidential Information to develop, assist, enable, validate, compare, or improve any competing or derivative product, architecture, standard, specification, design, simulation, model, process, manufacturing method, purchasing requirement, test method, or commercialization strategy.

Recipient shall not remove, obscure, alter, bypass, or replicate any physical, digital, technical, procedural, or information-control measure used by Mitas to protect, mark, limit access to, or track Confidential Information.

8. AI, Machine Learning, Automated Analysis, and Model Training Restrictions

Recipient shall not upload, input, submit, transmit, process, store, analyze, summarize, or otherwise expose Confidential Information to any artificial intelligence system, machine learning model, automated analysis tool, external data platform, public or private model-training environment, or third-party hosted software system unless expressly authorized in writing by Mitas.

Recipient shall not use Confidential Information to train, fine-tune, prompt, benchmark, validate, test, improve, or evaluate any artificial intelligence system, machine learning model, automated engineering tool, design-automation system, simulation workflow, or data-analysis platform.

Recipient shall not permit Confidential Information to be retained, indexed, embedded, vectorized, learned from, reconstructed, inferred, generated, or made available through any artificial intelligence system, machine learning system, search system, retrieval system, or automated knowledge-management system.

9. Ownership of Intellectual Property and No Implied License

All Confidential Information and all intellectual property rights, trade secret rights, patent rights, copyrights, mask work rights, design rights, know-how, and other proprietary rights relating to the GFx™ Program are and shall remain the exclusive property of Mitas or its licensors.

No disclosure of Confidential Information grants Recipient any license, option, ownership interest, lien, security interest, covenant not to sue, freedom to operate, or other right under any patent, patent application, trade secret, copyright, trademark, design right, know-how, or other intellectual property right of Mitas, whether by implication, estoppel, exhaustion, or otherwise.

Recipient shall not claim, challenge, contest, impair, or assist any third party in challenging or impairing Mitas' ownership of the GFx™ Program, Confidential Information, or related intellectual property rights.

10. Inventions, Improvements, Feedback, and Patent Filing Restrictions

Recipient shall not file, prosecute, support, or assist in filing any patent application, invention disclosure, defensive publication, standards submission, technical disclosure, or intellectual property claim that is based on, derived from, informed by, or enabled by Confidential Information without Mitas' prior written consent.

Recipient shall not disclose, publish, present, post, submit, distribute, demonstrate, offer for sale, or otherwise make available any Confidential Information in a manner that could constitute prior art, public disclosure, public use, sale activity, printed publication, standards disclosure, or other event affecting Mitas' patent rights or trade-secret rights.

Any feedback, suggestions, observations, evaluations, comments, ideas, improvements, modifications, alternatives, or derivative concepts provided by Recipient concerning the GFx™ Program or Confidential Information may be used by Mitas without restriction or obligation to Recipient.

Recipient shall promptly notify Mitas in writing if Recipient becomes aware of any invention, improvement, patent filing, technical disclosure, standards proposal, or commercialization activity that may be based on, derived from, or competitive with Confidential Information or the GFx™ Program.

11. Standards Organizations, Consortia, and Public Technical Bodies

Recipient shall not disclose, submit, describe, reference, incorporate, adapt, or use Confidential Information in any standards organization, industry consortium, working group, technical committee, public specification, interoperability effort, request for proposal, procurement standard, benchmark, reference design, roadmap, or public technical body without Mitas' prior written consent.

Recipient shall not use Confidential Information to influence, draft, modify, oppose, support, or evaluate any standard, specification, architecture, compliance requirement, purchasing requirement, or technical requirement that may relate to, compete with, restrict, disclose, or reduce the value of the GFx™ Program.

Recipient shall not submit, reference, incorporate, or cause Confidential Information to become subject to any standards body's intellectual property rights policy, disclosure policy, licensing policy, royalty-free licensing

obligation, patent disclosure obligation, open-access requirement, publication requirement, public technical record, or public-domain treatment without Mitas' prior written consent.

12. Non-Circumvention and Commercial Opportunity Protection

Recipient shall not use Confidential Information to bypass, avoid, exclude, replace, or circumvent Mitas in any business, technical, investment, supply, research, development, licensing, government, standards-related, or commercialization opportunity relating to the GFx™ Program.

Recipient shall not use Confidential Information to contact, solicit, engage, contract with, or influence any customer, prospective customer, investor, supplier, manufacturer, research partner, university, laboratory, government agency, standards participant, or other third party introduced, identified, or made known through Mitas or the Confidential Information for any purpose competitive with, derivative of, or adverse to Mitas' interests in the GFx™ Program.

Recipient shall not assist any third party in developing, sourcing, validating, patenting, standardizing, commercializing, or procuring any technology, product, architecture, specification, method, or system based on, derived from, informed by, or competitive with the GFx™ Program.

13. Protection of Trade Secrets

Recipient acknowledges that Confidential Information may include trade secrets under applicable law and that unauthorized disclosure or use may cause substantial and irreparable harm to Mitas.

Recipient acknowledges that Mitas maintains the GFx™ Program and related Confidential Information as confidential and proprietary information through reasonable secrecy measures, including controlled disclosure, confidentiality obligations, restricted access, marking, and limited-purpose disclosure.

Recipient shall protect all Confidential Information that constitutes a trade secret for so long as such information remains a trade secret under applicable law.

Nothing in this Agreement limits or waives any rights or remedies Mitas may have under applicable trade secret, unfair competition, patent, contract, or other law.

Nothing in this Agreement prohibits Recipient from disclosing a trade secret or Confidential Information in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or from disclosing such information in a complaint or other filing in a lawsuit or proceeding if such filing is made under seal, as permitted under 18 U.S.C. § 1833(b).

14. Required Care, Access Controls, and Internal Disclosure Limits

Recipient shall protect Confidential Information using at least the same degree of care it uses to protect its own highly sensitive confidential information, but in no event less than reasonable care.

Recipient shall limit access to Confidential Information to persons who have a strict need to know for the Purpose and shall maintain reasonable administrative, technical, and physical safeguards to prevent unauthorized access, use, copying, transmission, storage, or disclosure.

Recipient shall not copy, download, photograph, record, scan, duplicate, extract, distribute, or store Confidential Information except as reasonably necessary for the Purpose and only in secure systems controlled by Recipient.

Recipient shall not engage, instruct, request, solicit, or permit any supplier, manufacturer, contract manufacturer, design house, engineering services provider, simulation provider, testing laboratory, consultant, subcontractor, offshore resource, or other third party to evaluate, reproduce, model, source, manufacture, validate, benchmark, modify, or commercialize any Confidential Information or GFx-related concept without Mitas' prior written consent.

Recipient shall promptly notify Mitas in writing of any actual or suspected unauthorized access, use, disclosure, loss, compromise, copying, transmission, or misuse of Confidential Information, and shall reasonably cooperate with Mitas to investigate, mitigate, remediate, and preserve evidence concerning the incident.

Recipient shall maintain reasonably complete records identifying each person or entity granted access to Confidential Information, the categories of Confidential Information accessed, and the dates and purposes of such access. Upon Mitas' reasonable written request following an actual or suspected breach, misuse, unauthorized disclosure, or enforcement concern, Recipient shall provide relevant access records and reasonably cooperate with Mitas' investigation, subject to reasonable confidentiality and privilege protections.

Upon any actual or suspected unauthorized access, use, disclosure, loss, compromise, copying, transmission, misuse, reverse engineering, derivative development, patent activity, standards activity, or commercialization involving Confidential Information, Recipient shall promptly preserve all potentially relevant documents, communications, access logs, system logs, files, metadata, source materials, derived materials, and other evidence.

15. Return, Destruction, and Continued Protection of Information

Upon Mitas' written request, Recipient shall promptly return or destroy all Confidential Information in Recipient's possession, custody, or control, including all copies, extracts, summaries, notes, analyses, files, records, and materials derived from or reflecting Confidential Information.

Upon Mitas' request, Recipient shall certify in writing its return or destruction of Confidential Information, including destruction of copies, extracts, summaries, notes, derived materials, and electronically stored copies, except for any permitted archival copy retained under this Agreement.

Recipient may retain one archival copy solely to determine its continuing obligations under this Agreement, provided that such copy remains subject to this Agreement and is not used for any other purpose.

Return or destruction of Confidential Information does not relieve Recipient of its confidentiality, restricted-use, trade secret, intellectual property, non-circumvention, or other continuing obligations under this Agreement.

16. Exclusions from Confidential Information

Confidential Information does not include information that Recipient can prove by competent written records:

- (a) was publicly available through no breach of this Agreement by Recipient;
- (b) was lawfully known to Recipient before disclosure by Mitas, without restriction and without use of Mitas' Confidential Information;
- (c) was lawfully received by Recipient from a third party without restriction and without breach of any duty owed to Mitas; or
- (d) was independently developed by Recipient without use of, reference to, reliance on, or access to Confidential Information.

Information shall not be excluded from protection merely because individual elements are publicly known, unless the specific combination, architecture, application, method, purpose, context, or significance of those elements is also publicly known through no breach of this Agreement.

17. Legally Required Disclosure

If Recipient is required by law, regulation, subpoena, court order, government request, or similar legal process to disclose any Confidential Information, Recipient shall, to the extent legally permitted, promptly notify Mitas in writing before disclosure so that Mitas may seek protective treatment or other appropriate relief.

Recipient shall disclose only the portion of Confidential Information legally required to be disclosed and shall use reasonable efforts to obtain confidential treatment for any disclosed information.

No legally required disclosure shall relieve Recipient of its obligations under this Agreement with respect to any Confidential Information not actually disclosed or not required to be disclosed.

18. Term and Survival

This Agreement begins on the Effective Date and continues for five (5) years, unless earlier terminated by either Party upon written notice.

Recipient's obligations concerning Confidential Information shall survive for five (5) years after the date of disclosure.

Recipient's obligations concerning trade secrets, intellectual property ownership, restricted use, reverse engineering, derivative development, patent filing restrictions, AI restrictions, standards-related restrictions, non-circumvention, and remedies shall survive for so long as permitted by applicable law.

19. No Warranty; No Obligation to Proceed

All Confidential Information is provided "as is." Mitas makes no representation or warranty as to the accuracy, completeness, performance, fitness, commercial value, patentability, non-infringement, or suitability of any Confidential Information.

Nothing in this Agreement obligates either Party to enter into any transaction, business relationship, research relationship, investment, license, supply arrangement, standards activity, development project, or other agreement.

Mitas may suspend or terminate further disclosure of Confidential Information at any time.

20. Equitable Relief and Remedies

Recipient acknowledges that any unauthorized use, disclosure, reverse engineering, derivative development, patent filing, standards-related use, AI-related use, or commercialization of Confidential Information may cause irreparable harm to Mitas for which monetary damages may be inadequate.

Mitas shall be entitled to seek temporary, preliminary, and permanent injunctive relief, specific performance, and other equitable relief without the requirement to post bond, in addition to any other rights or remedies available at law, in equity, or under this Agreement.

No remedy under this Agreement is exclusive. Mitas' exercise of any remedy shall not limit Mitas' right to pursue any other available remedy.

The prevailing Party in any action arising out of or relating to this Agreement shall be entitled to recover its reasonable attorneys' fees, expert fees, court costs, and other reasonable enforcement costs, in addition to any other available relief.

Recipient shall indemnify, defend, and hold harmless Mitas from and against all losses, damages, liabilities, claims, costs, expenses, attorneys' fees, expert fees, and enforcement costs arising out of or relating to any breach of this

Agreement by Recipient or any of Recipient's representatives, affiliates, contractors, subcontractors, suppliers, consultants, advisors, offshore personnel, or other downstream recipients.

21. Export Control, Government, and Restricted Rights Considerations

Recipient shall comply with all applicable export control, sanctions, procurement, data-rights, and government-contracting laws and regulations relating to Confidential Information.

Recipient shall not disclose, transfer, export, re-export, provide access to, or use Confidential Information in any country, jurisdiction, program, transaction, or end use prohibited by applicable law.

If Recipient is a government agency, national laboratory, university, contractor, subcontractor, federally funded research entity, or other entity operating under government funding or government direction, Recipient shall not voluntarily submit, incorporate, use, disclose, deliver, mark, publish, or treat Confidential Information in any manner that could cause it to become subject to government-purpose rights, unlimited rights, march-in rights, publication obligations, data-delivery obligations, open-research requirements, sponsor rights, institutional rights, or public-records treatment, except to the extent legally required and only after providing Mitas prior written notice where legally permitted.

22. No Publicity or Use of Name

Recipient shall not use Mitas' name, trademarks, logos, product names, technology names, personnel names, customer names, images, quotations, or references to the GFx™ Program in any press release, website, presentation, proposal, publication, marketing material, investor material, standards submission, social media post, or public statement without Mitas' prior written consent.

Recipient shall not disclose the existence, status, content, or outcome of discussions with Mitas except as expressly authorized in writing by Mitas.

23. Assignment

Recipient may not assign, delegate, transfer, or sublicense this Agreement or any rights or obligations under this Agreement without Mitas' prior written consent.

Any attempted assignment, delegation, transfer, or sublicense in violation of this Section is void.

This Agreement binds and benefits the Parties and their permitted successors and assigns.

24. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict-of-law principles.

Any action or proceeding arising out of or relating to this Agreement, the Confidential Information, or the GFx™ Program shall be brought exclusively in the state or federal courts located in Travis County, Texas, and each Party consents to personal jurisdiction and venue in those courts.

Recipient waives any objection to such jurisdiction or venue, including any objection based on inconvenience of forum.

Notwithstanding the foregoing, if Recipient is organized, headquartered, resident, or materially operating outside the United States, or if enforcement outside the United States is reasonably necessary, Mitas may elect to resolve any dispute arising out of or relating to this Agreement by confidential binding arbitration administered by the American Arbitration Association / International Centre for Dispute Resolution under its applicable international arbitration rules. The seat of arbitration shall be Austin, Texas, the language shall be English, and judgment on the

award may be entered and enforced in any court of competent jurisdiction. Nothing in this Section limits Mitas' right to seek temporary, preliminary, emergency, or permanent injunctive relief in any court of competent jurisdiction.

25. Entire Agreement; Amendment; Severability; Counterparts; Electronic Signature

This Agreement is the entire agreement between the Parties concerning Confidential Information and the Purpose and supersedes all prior or contemporaneous discussions, understandings, or agreements concerning the same subject matter.

This Agreement may be amended only by a written instrument signed by both Parties.

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in effect, and the invalid, illegal, or unenforceable provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its intended effect.

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one agreement.

Electronic signatures and electronically transmitted copies of signatures shall have the same legal effect as original signatures.

This Agreement is executed in English. Any translation is provided solely for convenience, and the English-language version controls in the event of any conflict or inconsistency.

26. Signature Blocks

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

MITAS ELECTRONICS, LLC	RECIPIENT
By: _____	Recipient Legal Name: _____
Name: _____	By: _____
Title: _____	Name: _____
Date: _____	Title: _____
	Address: _____
	Email: _____
	Date: _____