



GLOBAL MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

2026 Standard | Product design, engineering, tooling and manufacturing

Vulcan party	Vulcan Silicone S.A. de C.V., together with each controlled Affiliate identified in the Signing Record
Effective date	The date the last Party accepts or signs the Agreement, as shown in the Signing Record

Mutual protection. Each Party is protected when disclosing. The Agreement does not transfer ownership, create exclusivity, or prevent independently developed work.

This Global Mutual Confidentiality & Non-Disclosure Agreement (the "Agreement") is between Vulcan Silicone S.A. de C.V. ("Vulcan") and the person or entity identified as the counterparty in the Signing Record ("Counterparty"). Vulcan and Counterparty are each a "Party" and together the "Parties." A Party disclosing Confidential Information is a "Disclosing Party"; a Party receiving it is a "Receiving Party."

1. Purpose. The Parties may exchange information to evaluate, quote, design, engineer, finance, validate, source, tool, transfer, manufacture, purchase, sell, or support a potential or actual project or business relationship (the "Purpose"). The Purpose includes reasonable DFM, material, cost, quality, manufacturing-feasibility and supply-chain analysis expressly requested or reasonably required for the project.

2. Confidential Information. "Confidential Information" means all nonpublic information disclosed before, on or after the Effective Date by or for a Disclosing Party or its Affiliate, in any form, that is marked confidential or that a reasonable person would understand to be confidential from its nature or circumstances. It includes the existence and status of discussions; ideas; product opportunities; CAD, 2D/3D files, drawings, models, software, data, samples and prototypes; specifications, tolerances, materials, formulations, test results, inventions, know-how, processes, automation, tooling and factory information; BOMs, costs, prices, forecasts, margins and business plans; customer, supplier, employee and investor information; security information; third-party confidential information; and all notes, analyses, copies, extracts, translations and derivatives containing or revealing any of the foregoing. A combination remains confidential even if individual elements are public.

3. Exclusions and burden. The obligations do not apply to information the Receiving Party proves through contemporaneous written records: (a) was lawfully known without restriction before disclosure; (b) becomes public through no breach or wrongful act; (c) is lawfully received from a third party without confidentiality duty; or (d) is independently developed without use of or reference to Confidential Information. Specific information is not excluded merely because it is embraced by general public information. Information is not excluded merely because separate elements are public.

4. Core obligations. The Receiving Party shall: (a) use Confidential Information only for the Purpose; (b) protect it with at least reasonable care and no less care than it uses for comparably sensitive information; (c) limit access to personnel, controlled Affiliates, professional advisers and contractors who need to know for the Purpose and are bound by enforceable duties at least as protective ("Authorized Recipients"); (d) enforce least-privilege access; and (e) be responsible for each Authorized Recipient's acts and omissions as if they were the Receiving Party's own.

5. Prohibited conduct. Except to the minimum extent the Disclosing Party expressly requests in writing for the Purpose, the Receiving Party shall not: disclose, publish, sell, license, copy or exploit Confidential Information; reverse engineer, disassemble, decompile, chemically analyze or benchmark any sample, product, software or process; use it to compete with, bypass or circumvent the Disclosing Party or a specifically introduced project source; train, fine-tune, test or supply any public or third-party artificial-intelligence or machine-learning system; use residual knowledge retained in unaided memory; remove confidentiality or ownership notices; file or assist any intellectual-property application based on it; or disclose the relationship or use the other Party's name, marks, images or customer identity without prior written consent.

6. Security and incidents. The Receiving Party shall maintain appropriate administrative, physical and technical safeguards, including access controls, credential protection, secure transmission and storage, and reasonable monitoring. It shall notify the Disclosing Party in writing without undue delay and, where practicable, within 24 hours

after discovering actual or reasonably suspected unauthorized access, loss, use or disclosure; preserve evidence; mitigate harm; and reasonably cooperate. Notice does not admit liability.

7. Required disclosure and protected reporting. If law, court order or governmental process requires disclosure, the Receiving Party shall, to the extent lawful, promptly notify the Disclosing Party, disclose only the legally required portion, seek confidential treatment, and reasonably assist with protective relief at the Disclosing Party's expense. Nothing prohibits a legally protected report to a government authority or counsel, including disclosures protected by 18 U.S.C. § 1833(b) or a successor law.

8. Return, destruction and retention. Upon written request or the end of the Purpose, the Receiving Party shall within ten (10) business days return or securely destroy Confidential Information and, if requested, certify completion. One archival copy may be retained solely by legal/compliance personnel, and inaccessible routine backups may remain until overwritten, in each case subject to this Agreement and not used for any other purpose.

9. Ownership; no license; project IP. Each Disclosing Party retains all right, title and interest in its Confidential Information and pre-existing intellectual property ("Background IP"). No license, assignment, option, prior-use right or other right is granted by disclosure, implication, estoppel or otherwise. Ownership or license terms for project-specific deliverables, inventions, tooling, software, improvements or work product must be stated in a separate signed statement of work, purchase order or development agreement. This Agreement alone transfers none. Neither Party is restricted from independently developing or commercializing similar products or processes without using the other Party's Confidential Information.

10. No commitment; no warranty. Neither Party must disclose information, proceed with a transaction, reimburse costs, reserve capacity, place an order, or enter any other agreement. Either Party may end discussions at any time. Confidential Information is provided "as is" without representation or warranty as to accuracy, completeness, noninfringement or fitness. Any binding commercial commitment must be in a separate signed agreement.

11. Term and survival. This Agreement governs disclosures made during the five (5) years after the Effective Date unless the Parties extend it in writing. For each disclosure, Sections 3-16 survive for seven (7) years; however, information qualifying as a trade secret is protected for so long as it remains a trade secret under applicable law. Termination affects only future disclosures and never releases a prior breach.

12. Remedies. Unauthorized use or disclosure may cause irreparable harm for which money alone is inadequate. The Disclosing Party may seek temporary, preliminary, emergency and permanent injunctive or preservative relief, specific performance, damages, an accounting, recovery or destruction of materials, and all other available remedies. A request for interim relief may be made in any competent court or emergency-arbitrator forum where information, persons or assets are located and does not waive arbitration. To the extent permitted by law, the substantially prevailing Party may recover reasonable enforcement costs and attorneys' fees. Remedies are cumulative.

13. Affiliates and beneficiaries. "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party; control means power to direct management or ownership of more than fifty percent (50%) of voting interests. A Party may disclose its Affiliate's information and use controlled Affiliates for the Purpose. The signing Party remains responsible for its controlled Affiliates and Authorized Recipients. Each Disclosing Party Affiliate is an intended third-party beneficiary entitled to enforce protection of its own Confidential Information. No other person is a third-party beneficiary.

14. Electronic execution and evidence. The Parties consent to electronic records, electronic agents and electronic signatures, including click-to-accept, typed/adopted or drawn signatures, counterparts and authenticated digital copies. The executed Agreement consists of this exact version plus its Signing Record. The record may include the agreement version and cryptographic hash, applicable Rider, signer identity and authority declaration, legal entity, email/phone verification, signature method and artifact hash, UTC timestamp, delivery receipt, IP-derived audit value, device/browser data and event log. The Parties agree that these records are attributable and admissible to prove intent, identity, integrity, delivery and acceptance, subject to contrary evidence. The operator shall provide a downloadable copy and preserve the record in a form capable of accurate reproduction.

15. Applicable law; cross-border enforcement. The Signing Record must display and select exactly one Dispute Rider in Schedule 1 based on the Counterparty's country of organization or principal place of business. The selected Rider governs contract claims and final dispute resolution. Nothing waives non-excludable protections or remedies under trade-secret, industrial-property, unfair-competition, cybersecurity, evidence or privacy laws where conduct occurs, information or assets are located, or enforcement is sought, including the U.S. Defend Trade Secrets Act, Mexico's Ley Federal de Protección a la Propiedad Industrial, and the PRC Anti-Unfair Competition Law, each as amended or replaced. The arbitration agreement is independent and survives invalidity or termination of any other provision.

16. General. This Agreement and its Signing Record are the entire agreement about confidentiality for the Purpose and supersede prior confidentiality understandings for the same Purpose, unless a later signed agreement expressly states otherwise. Amendment or waiver must be in a signed writing; delay is not waiver. The Receiving Party may not assign this Agreement without written consent, except to a successor in a merger or sale of substantially all relevant assets that assumes it in writing and is not a direct competitor of the Disclosing Party. The Disclosing Party may

assign to an Affiliate or successor. If a provision is unenforceable, it shall be narrowed to the maximum enforceable scope and the remainder continues. Headings are for convenience. English controls; a courtesy translation does not alter meaning. Notices must be sent to the addresses in the Signing Record and are effective on verified electronic delivery.

SCHEDULE 1 - DISPUTE RIDERS

The selected Rider is shown immediately above the signature controls and captured in the Signing Record. If the Counterparty does not provide a valid country or is not covered by Rider M or C, Rider T applies.

Rider	Applies when	Governing law and final forum
T - Texas / Global	Counterparty is not organized or principally based in Mexico, Mainland China, Hong Kong or Macao.	Laws of the State of Texas, U.S.A., excluding conflicts rules. All disputes arising out of or in connection with this Agreement shall be finally settled under the ICC Rules of Arbitration in force when filed by one arbitrator. Seat: Dallas, Texas, U.S.A. Language: English. No award or procedural order may be published without both Parties' written consent.
M - Mexico	Counterparty is organized or principally based in Mexico.	Federal commercial laws of Mexico. All disputes arising out of or in connection with this Agreement shall be finally settled under the ICC Rules of Arbitration in force when filed by one arbitrator. Seat: Mexico City, Mexico. Language: English, unless the Parties record Spanish in the Signing Record. No award or procedural order may be published without both Parties' written consent.
C - China / Hong Kong	Counterparty is organized or principally based in Mainland China, Hong Kong or Macao.	Laws of Hong Kong. Any dispute arising out of or relating to this Agreement shall be submitted to HKIAC and finally resolved under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. Seat: Hong Kong. Tribunal: one arbitrator. Language: English. The Parties may seek emergency or interim measures, including available evidence, conduct or asset preservation in Mainland China. No award or procedural order may be published without both Parties' written consent.

Local emergency relief remains available. Each Rider permits urgent court or emergency-arbitrator applications wherever the information, evidence, people or assets are located, without waiving final arbitration.

SIGNING RECORD

This page is completed by the digital signing system or by the Parties when signing manually. The record and the exact Version 2026.07 document together form the executed Agreement.

Counterparty legal name	_____	Jurisdiction / company ID	_____
Notice email / address	_____	Signer / title	_____
Authority / selected Rider	Captured electronically	Method / timestamp	Captured electronically
Document hash / record ID	Captured electronically	Delivery receipt	Captured electronically

ELECTRONIC OR MANUAL SIGNATURES

VULCAN

Signature: _____
Name: _____
Title: _____
Date: _____

Digital execution: see the Signing Record for identity, authority, version, signature and integrity evidence.

COUNTERPARTY

Signature: _____
Name: _____
Title: _____
Date: _____

Digital execution: see the Signing Record for identity, authority, version, signature and integrity evidence.