

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is entered into as of the ____ day of _____ 2026 and is made effective as of the date hereof between Amplitech Group Inc. (together with its subsidiaries and affiliates, collectively referred to as “**The Company**”), with its principal place of business located at 155 Plant Avenue, Hauppauge, NY 11788 and _____, with its principal place of business located at _____.

(your company name here) _____ and the Company are sometimes each individually referred to as a “**Party**,” and both of them collectively are sometimes referred to as the “**Parties**.”

WHEREAS, the Parties intend to engage in discussions with each other concerning a business relationship as part of _____ activities (the “**Purpose**”).

WHEREAS, the Parties may wish to disclose to each other in oral, written, visual, electronic, or other form, certain “Confidential Information” (as hereinafter defined) of each other; and

WHEREAS, as used in this Agreement, the Party disclosing Confidential Information is referred to as the “**Disclosing Party**,” and the Party receiving such Confidential Information is referred to as the “**Recipient**”; and

WHEREAS, the Parties desire to enter into certain other agreements as more specifically set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and intending to be legally bound, the Parties hereby agree as follows:

1. Recitations. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference.

2. Confidential Information As used in this Agreement, the term “**Confidential Information**” means any and all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry related to the Purpose, and which has been or is hereafter disclosed or has been or is made available by a Disclosing Party to the Recipient in connection with this Agreement, including, without limitation: (i) all trade secrets of the Disclosing Party; (ii) the name, trading symbol and other information describing the Parties; (iii) information relating to business plans, sales, pricing or marketing methods, names and expertise of employees or consultants, customer and supplier lists or requirements, and other technical, business, financial and product and/or service information owned or controlled by the Disclosing Party; (iv) all information disclosed by the Disclosing Party in tangible form to the Recipient which is marked “confidential” or “proprietary;” (v) all oral and intangible information which is designated by the Disclosing Party as “confidential” or “proprietary” at the time of disclosure, and summarized in writing within thirty (30) days of disclosure; and (vi) all information of the Disclosing Party to which the Recipient has access under this Agreement, which information would be understood by a reasonable person to be of a confidential or proprietary nature.

3. Disclosure of Confidential Information The Recipient may disclose Confidential Information received by it under this Agreement only to its affiliates and its and their respective equity holders, investors, partners, directors, officers, employees, advisors, attorneys, accountants, financial advisors, agents, potential sources of debt and/or equity financing, or independent contractors or consultants working for or retained by Recipient, who have a “need to know” such Confidential Information in the course of the performance of their duties in connection with this Agreement and the purpose for which it was disclosed, and who are informed of the confidentiality obligations required by this Agreement (collectively, the “**Authorized Users**”). The Recipient shall be directly liable for the compliance of such Authorized Users. Notwithstanding the foregoing, the Recipient and its Authorized Users shall hold the Confidential Information in confidence, subject to the terms of this Agreement, and in a manner consistent with Recipient’s treatment of its own similar Confidential Information, but in no event shall Recipient and its Authorized Users treat such information with less than reasonable care and diligence. In addition, Recipient shall not, at any time, directly or indirectly, sell, transfer, publish, divulge, display, reveal, or communicate any Confidential Information to any Person whatsoever (other than Authorized Users or as otherwise authorized under this Agreement), or use, pursue, or exploit any Confidential Information or any derivation thereof, for its or their own benefit or for the

benefit of others, without obtaining the prior written consent of the Disclosing Party in each instance, which consent may be granted, condition, or withheld in the sole and absolute discretion of the Disclosing Party. The Recipient and its Authorized Users shall use such Confidential Information only for the Purpose for which it was disclosed, and for no other purpose. In addition, the Recipient shall promptly notify the Disclosing Party upon learning of any unauthorized disclosure or use of the Disclosing Party's Confidential Information, and in such a circumstance, the Recipient shall reasonably cooperate with the Disclosing Party to remedy any such unauthorized disclosure or use. For purposes of this Agreement, the term "**Person**" means any individual, sole proprietorship, joint venture, partnership, company, corporation, association, cooperation, trust, estate, governmental authority, or any other entity of any nature whatsoever.

4. Limitation of Obligations The term "Confidential Information," as used in this agreement, shall expressly exclude, and the obligations of the Recipient specified in Section 3 above shall not apply, and the Recipient shall have no further obligations, with respect to any information that: (a) is generally known to the public at the time of disclosure, or becomes generally known to the public after disclosure through no wrongful act on the part of the Recipient in violation of this Agreement; (b) is in the Recipient's or an Authorized User's possession at the time of disclosure other than as a result of Recipient's breach of any obligation under this Agreement; (c) becomes known to the Recipient or an Authorized User through disclosure by sources other than the Disclosing Party; (d) is disclosed to others by the Disclosing Party without restriction; or (e) is independently developed by the Recipient or an Authorized User without knowledge of, reference to or reliance upon any Confidential Information.

5. Compelled Disclosure. The Recipient may disclose Confidential Information if compelled to do so by a court or other tribunal of competent jurisdiction, or by other law, regulatory, self-regulatory, or legal requirement; provided, however, that in such case, the Recipient shall, to the extent legally permissible, promptly upon receiving notice that disclosure may be required, give notice to the Disclosing Party so that the Disclosing Party may have the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy from said court or tribunal, or other legally required disclosure. In any event, should disclosure be required by a court or other tribunal of competent jurisdiction, or by other law, regulatory, self-regulatory, or legal requirement, the Recipient shall disclose only that portion of the Confidential Information that, in the advice of its legal counsel, is legally required to be disclosed, and Recipient will reasonably cooperate with Disclosing Party's efforts in trying to ensure that any such Confidential Information so disclosed will be accorded confidential treatment by said court, tribunal, or other legal process through protective orders, filings under seal, and other appropriate means. Notwithstanding the foregoing, the Recipient may disclose the Confidential Information to regulatory and/or self-regulatory authorities having jurisdiction over Recipient or its Authorized Users without prior notification to the Disclosing party.

6. Duration of Obligations Each Party's obligations hereunder shall be in effect for a period of three (3) years from the date hereof.

7. Ownership of Confidential Information The Recipient agrees that the Disclosing Party is and shall remain the exclusive owner of Disclosing Party's Confidential Information and all patent, copyright, trade secret, trademark, and other intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement. Recipient agrees not to remove any confidentiality notices, intellectual property marks, and product identification marks which may be on any Confidential Information received by Recipient.

8. Return of Documents The Recipient shall, upon written request of the Disclosing Party, promptly return to the Disclosing Party all documents, notes, notebooks, files, records, relies, disks, reports, letters, forms, papers, data, lists, plans, documentation and other tangible manifestations of Disclosing Party's Confidential Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof), or destroy same (at Recipient's sole option), and upon written request of the Disclosing Party, provide a confirmation of destruction. Notwithstanding the foregoing, one (1) copy of each such document or other media may be retained on a confidential basis by the Recipient as a result of its internal compliance procedures or for legal archival purposes.

9. BLANK. (reserved for future use).

10. Miscellaneous.

(a) No Warranties. Disclosing Party makes no warranties, express, statutory or implied, regarding the sufficiency of any information disclosed hereunder by Disclosing Party, for any purpose, including, without limitation, any warranties regarding copyright, patent, trademark, or trade secret infringement that may arise from the use of such information.

(b) Entire Agreement; Modification. This Agreement constitutes the entire agreement and supersedes all prior agreements (written or oral) between the Disclosing Party and the Recipient relating to the subject matter of this Agreement. This Agreement may not be modified, changed, or discharged, in whole or in part, except by an agreement in writing signed by the Disclosing Party and the Recipient.

(c) Binding Effect; Assignment. This Agreement will be binding upon and inure to the benefit of the Parties hereto, and each Party's respective heirs, successors and permitted assigns. This Agreement may not be assigned or otherwise transferred by either Party, without the prior written consent of the other Party, which consent may be granted, conditioned, or withheld in the sole discretion of the Party whose written consent is so requested; provided, however, that either Party may, without such consent, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business, or in the event of its merger or consolidation or other business combination, but only to the extent any Person succeeding to the rights and obligations of such transferor Party expressly assumes all such rights and obligations in a written instrument, a copy of which shall be provided to the other Party. Any purported assignment in violation of the preceding sentence shall be void, ab initio.

(d) Waiver. No delay or omission on the part of either Party to this Agreement in requiring performance by the other Party, or in exercising any right or remedy hereunder, shall operate as a waiver of any provision or of any right or rights; and the waiver, omission, or delay in requiring performance or exercising any right on any one occasion shall not be construed as a bar to or waiver of such performance or right on any future occasion.

(e) Governing Law and Venue. All disputes or claims arising out of or relating to this Agreement shall be construed and interpreted in accordance with international laws of the State of New York USA, without regard to the conflict of laws principles thereof, and disputes, if any, arising under this Agreement shall only be heard in the Courts sitting in the State of New York, New York County, Country of United States. The parties hereby expressly waive their right to a trial by jury.

(f) Equitable Relief. The provisions of this Agreement are necessary for the protection of the business and goodwill of the Parties and are considered by the Parties to be reasonable for such purpose. The Parties agree that a breach or threatened breach of the covenants of this Agreement by the Recipient or its Authorized Users may cause irreparable harm and damage to the Disclosing Party, and that a remedy at law may not be adequate to compensate the Disclosing Party for such harm and damage. In such an event, the Disclosing Party shall have the right to seek a permanent injunction enjoining any violation of this Agreement, without the necessity of proving actual damages or posting bond. The foregoing remedy shall be in addition to and shall not limit any other rights or remedies to which the Disclosing Party may be entitled, at law or in equity.

(g) No Further Obligations. The execution and performance of this Agreement does not obligate the Parties to enter into any other agreement or to perform any obligations other than as specified herein.



(h) Execution. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Agreement, and same shall become effective when counterparts have been signed by each Party and each Party has delivered its signed counterpart to the other Party. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format file or other similar electronic format file, or by other electronic means, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile, “.pdf”, or other electronically executed signature page was an original thereof.

(i) Prevailing Party. If any Party hereto is required to engage in litigation or any other dispute resolution mechanism against any other Party hereto, either as a plaintiff, defendant, or otherwise, in order to enforce or defend any rights under this Agreement, and such litigation or other dispute resolution mechanism results in a final, non-appealable judgment or other final adjudication in favor of such Party (the “**Prevailing Party**”), then the Party against whom said final judgment or other final adjudication is obtained shall reimburse the Prevailing Party for all reasonable direct and out of pocket expenses incurred in such litigation or other dispute resolution, including, but not limited to, all reasonable about out of pocket attorneys’ fees, paralegals’ fees, court costs.

(j) Authority. Each Party hereby represents to the other Party that each of them has the full requisite power and authority to enter into this Agreement and abide by the terms contemplated hereby.

(k) Severability. If any one of the provisions contained in this Agreement, for any reason, shall be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the date set forth above.

Name: (Signer’s name here)

Name: Jorge Flores

Date: _____

Date: _____

COMPANY: _____

COMPANY: Amplitech Group Inc.

Signature: _____
Name and Title

Signature: _____
Jorge Flores Chief Operating Officer