

2026 Future Display Technology
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
v.110712

This Agreement (the “**Agreement**”), made and entered into as of this 6th day of May 2026 (the “**Effective Date**”), is between Sony Electronics Inc. (“**Sony**”), having its principal office at 16535 Via Esprillo, San Diego, CA 92127 and _____ (“**Company**”), having its principal office at _____ (Company and Sony are collectively, the “**Parties**” and respectively, the “**Party**”).

W I T N E S S E T H :

WHEREAS, the Parties wish to exchange certain information which may be confidential and proprietary to a disclosing Party, subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premise and mutual covenants hereinafter contained, the Parties hereby agree as follows:

SECTION 1. DEFINITION:

- (1) “**Disclosure Period**” shall mean the period from the Effective Date until March 31st, 2027.
- (2) “**Confidentiality Period**” shall mean the Disclosure Period and a period of five (5) years thereafter.
- (3) “**Disclosing Party**” shall mean the Party so identified below who will disclose its Confidential Information hereunder, and “**Receiving Party**” shall mean the Party receiving the Confidential Information of the other Party hereunder:
Disclosing Party: ☒ Sony ☐ Company (Check either or both, as appropriate)
- (4) The information disclosed hereunder relates to the following subject of disclosure (the “**Subject of Disclosure**”):

By Sony: Technical and non-technical business information related to the demonstration of Sony Future Display Technology.

By Company: None.

- (5) “**Confidential Information**” shall mean any and all confidential, proprietary or secret information, documents and/or materials which (a) are disclosed by the Disclosing Party during the Disclosure Period, (b) relate to its Subject of Disclosure, and (c) are clearly marked “**Confidential**” or bear another marking of similar nature at the time of disclosure to the Receiving Party or if not so marked, are understood by a reasonable receiving party from the context of disclosure or from the information itself, to be confidential. Information which is orally or visually disclosed, or otherwise difficult to so mark due to the nature of such Confidential Information, together with any and all information and materials observed by a Party while on the other Party’s premises, are deemed Confidential Information of such other Party unless excluded under Section 3 hereof.
- (6) “**Corporate Affiliate**” means the parents, subsidiaries, or any legal entity that directly or indirectly controls, is controlled by, or is under common control with Sony. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total

voting securities or other such similar voting rights.

(7) The purpose of disclosure of the Confidential Information hereunder (the “**Purpose**”) shall be to allow Sony to demonstrate Future Display Technology at road show events, demonstrations or other activities as directed by Sony.

SECTION 2. NON-DISCLOSURE OBLIGATIONS:

- (1) During the Confidentiality Period, the Receiving Party shall keep in confidence and not disclose or disseminate to any third party the Confidential Information of the other Party and shall not use such Confidential Information for any purpose other than the Purpose. Notwithstanding anything to the contrary herein, the Parties agree that, solely to achieve the Purpose, Sony may share Company’s Confidential Information with, and/or Company may disclose/receive Confidential Information to/from, any Corporate Affiliate, provided that such Corporate Affiliate agrees to be bound by this Agreement to the same extent as Sony is bound. Company agrees that it will protect any Confidential Information it receives from a Corporate Affiliate hereunder as if it had been disclosed directly by Sony. For the avoidance of doubt, a Corporate Affiliate shall be deemed a Disclosing Party and/or a Receiving Party under this Agreement.
- (2) To protect the Confidential Information of the other Party as required in Paragraph (1) above, the Receiving Party shall, during the Confidentiality Period:
 - (i) not disclose such Confidential Information to any person other than its officers, employees, and contractors whose duties justify a need-to-know for the Purpose and who have executed a written instrument in which such officers, employees, and contractors have agreed not to disclose, and to keep confidential, all confidential information, including that of third parties, which may be disclosed to them or to which they may have access during the course of their duties;
 - (ii) use the same degree of care, but not less than a reasonable degree of care, to avoid disclosure, publication or dissemination of such Confidential Information as the Receiving Party would use with respect to its own confidential information, and ensure that all tangible materials relating to or containing such Confidential Information are (a) maintained in specific areas or storages which are secluded from any access by third parties or any officers or employees of the Receiving Party whose duties do not justify a need-to-know for the Purpose, and (b) are plainly marked to indicate the confidential nature thereof to prevent unauthorized use or reproduction thereof;
 - (iii) not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects which embody or are contained in the Disclosing Party’s Confidential Information, nor allow a third party to do so;
 - (iv) at the Disclosing Party’s request and in accordance with the Disclosing Party’s instruction, either (a) return promptly to the Disclosing Party any and all portions of such Confidential Information together with all copies and reproductions thereof, if any or, (b) destroy or erase any and all portions of such Confidential Information together with all copies and reproductions thereof, if any; provided, however, that the Receiving Party may retain one copy thereof in the confidential, restricted access files of its law department for use only in the event a dispute arises between the Parties hereunder and only in connection with that dispute, and nothing herein shall require the Receiving Party to delete or purge any records in backup or archival systems kept in the normal course of business; and

- (v) promptly notify the Disclosing Party of any suspected, potential, or actual divulcation, loss or theft of materials embodying such Confidential Information, or breach of any confidentiality obligation hereunder.

SECTION 3. EXCLUSIONS:

- (1) The obligations set forth in Section 2 shall not apply to any portion of the Confidential Information of the other Party which:
 - (i) was already known to the Receiving Party at the time of disclosure; (ii) is or becomes accessible to the public through no fault of the Receiving Party; (iii) is obtained by the Receiving Party from a third party lawfully in possession thereof without restriction on disclosure or use; (iv) is independently ascertained or developed by or for the Receiving Party without use of such Confidential Information; or (v) is approved for public release by written authorization of the Disclosing Party.
- (2) If the Receiving Party is required to disclose any of the Confidential Information of the Disclosing Party by government authority or any law, ordinance, rule, regulation or court order applicable to the Receiving Party, then notwithstanding the provisions of Section 2, the Receiving Party may so disclose such Confidential Information; provided that the Receiving Party shall promptly notify the Disclosing Party in writing prior to making any such disclosure in order to allow the Disclosing Party to seek a protective order or other appropriate remedy from the proper authority. Such notice shall contain sufficient information to allow the Disclosing Party to so challenge or protect such disclosure, but need not include copies of any orders or subpoenas related to the disclosure. The Receiving Party will reasonably cooperate with the Disclosing Party in seeking such order or other remedy or in defining the scope of any required disclosure.

SECTION 4. NO WARRANTY, NO LICENSE AND NO COMMITMENTS:

- (1) ALL CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY IS PROVIDED TO THE RECEIVING PARTY ON AN “AS IS” BASIS. THE DISCLOSING PARTY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CONFIDENTIAL INFORMATION DISCLOSED BY IT, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF ACCURACY, RELIABILITY, MERCHANTABILITY, GOOD TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- (2) Disclosure of the Confidential Information hereunder shall by no means constitute any option, grant or license to the Receiving Party under any patent, copyright, trade secret, know-how or other intellectual property rights now or in the future held or otherwise controlled by the Disclosing Party. All of the Disclosing Party’s Confidential Information is and will remain the sole property of the Disclosing Party as between the Parties.
- (3) It is understood and agreed that the disclosure and receipt of the Confidential Information hereunder shall by no means result in any obligation on the part of either Party to enter into any further agreement or realize any transaction with the other with respect to the Purpose or otherwise.
- (4) It is understood and agreed that each Party may now market or have under development products and/or services which are competitive with products and/or services now offered or

which may be offered by the other Party. Subject to the terms and conditions of this Agreement, discussions or communications between the Parties will not serve to impair the right of either Party by itself or through any third party to develop, make, use, procure and/or market products or services now or in the future which may be competitive with those offered by the other Party, nor require either Party to disclose any planning or other information to the other Party.

SECTION 5. MISCELLANEOUS:

- (1) The Receiving Party acknowledges that the unauthorized use or disclosure by it of the Disclosing Party's Confidential Information would cause irreparable harm and significant injury to the Disclosing Party and monetary compensation may not be sufficient to cure the same. Accordingly, should such unauthorized use or disclosure occur or be likely to occur, the Disclosing Party shall be entitled to seek all appropriate relief, including injunctive and other equitable relief, to enforce the provisions of this Agreement.
- (2) Either Party's waiver of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall by no means affect, limit or waive such Party's right thereafter to enforce and compel strict compliance with every term and condition hereof.
- (3) Neither this Agreement nor any of the rights and obligations hereunder shall be assignable or transferable, in whole or in part, to any third party without prior written consent of the other Party, which consent shall be at its sole discretion. Any assignment or attempted assignment in violation of the provisions of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective Parties and any of their authorized successors, representatives, administrators and permitted assigns.
- (4) Notices required to be given hereunder shall be in writing, costs prepaid, and addressed to the Parties at the addresses first set forth above, or to such other address as may be designated by a written notice given in accordance with this Section. Any such notices shall be deemed properly given (i) when delivered personally; (ii) five (5) days after having been sent by registered air mail; or (iii) two (2) days after deposit with a commercial overnight courier.
- (5) This Agreement constitutes the complete agreement between the Parties with respect to the subject matter of this Agreement, and supersedes and cancels any and all prior communications, discussions, understandings or agreements, written or oral, between the Parties with respect to the subject matter hereof.
- (6) In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decisions.
- (7) No amendment or supplement to or modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of both Parties. This Agreement may not be amended or modified by course of dealing, usage in trade, conduct, or any exchanges of communication, including, without limitation, e-mail or any other electronic or digital means.
- (8) This Agreement shall become effective as of the Effective Date.

- (9) Each Party agrees to comply with all applicable laws, statutes, regulations, rules, and ordinances in connection with the performance of its obligations under this Agreement. Under this Agreement, neither Party will provide to the other, orally or in writing, any government classified information or otherwise restricted information, the receipt, disclosure, use or retention of which, consistent with the terms and conditions of this Agreement, gives rise to a violation or potential violation under any applicable provision or law or regulation.
- (10) In order to enable the Disclosing Party to disclose technology or software to the Receiving Party in compliance with the requirements of the U.S. Department of Commerce's Export Administration Regulations including but not limited to Part 740.6, the Receiving Party hereby gives assurance to the Disclosing Party that it will not, without a license or a License Exception from the U.S. Department of Commerce's Bureau of Export Administration, reexport or release the technology and/or software, including source code, to any one of the countries listed in Country Groups D:1, E:1 or E:2 of Supplement No. 1 to Part 740 of the Export Administration Regulations or to a national of any one of those countries.
- (11) This Agreement shall be deemed to have been made and executed in the State of Delaware, and any dispute arising hereunder will be resolved in accordance with the laws of the State of Delaware without reference to its conflict of laws principles. Any action or suit under this Agreement or otherwise arising from the relationship between the Parties will be exclusively brought and exclusively maintained in any federal or state court with appropriate jurisdiction over the subject matter hereof established or sitting in the State of Delaware. THE PARTIES HEREBY CONSENT TO JURISDICTION AND VENUE OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF DELAWARE, AND HEREBY WAIVE TRIAL BY JURY AND/OR ANY DEFENSES BASED UPON THE VENUE, THE INCONVENIENCE OF THE FORUM, OR THE LACK OF PERSONAL JURISDICTION IN ANY ACTION OR SUIT ARISING FROM SUCH DISPUTE WITH JURISDICTION AND/OR VENUE SO SELECTED.
- (12) This Agreement may be executed in two or more identical counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute the Agreement when a duly authorized representative of each Party has signed a counterpart. The Parties may sign and deliver this Agreement by facsimile or electronic (i.e., .PDF) transmission. Each Party agrees that the delivery of this Agreement by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT upon the Effective Date.

SONY ELECTRONICS INC.

COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____