MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the Effective Date set forth below.

This Mutual Non-Disclosure Agreement (this **"Agreement"**) is entered into as of **August 1, 2025** (the **"Effective Date"**) by and between:

Party A: **Meridian Technologies, Inc.**, a Delaware corporation, with its principal place of business at 450 Sandhill Road, Suite 200, Palo Alto, CA 94304 (**"Meridian"**); and

Party B: **Arcturus Capital Partners, LLC**, a New York limited liability company, with its principal place of business at 30 Rockefeller Plaza, 18th Floor, New York, NY 10112 (**"Arcturus"**).

Meridian and Arcturus are each referred to herein individually as a **"Party"** and collectively as the **"Parties"**.

Purpose. The Parties wish to explore a potential strategic partnership and related business transactions (the **"Purpose"**), in connection with which each Party may disclose to the other certain proprietary and confidential information. The Parties desire to protect such information on the terms set forth herein.

In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definition of Confidential Information

"Confidential Information" means any and all non-public information, data, or know-how—whether oral, written, electronic, or in any other form— disclosed by one Party (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**) in connection with the Purpose, including but not limited to:

(a) trade secrets, inventions, designs, algorithms, source code, and technical specifications;

(b) business plans, financial projections, customer lists, marketing strategies, and pricing information;

(c) information disclosed by third parties that the Disclosing Party is obligated to keep confidential; and

(d) any notes, analyses, compilations, or derivatives prepared by the Receiving Party that contain or are based upon Confidential Information.

Information is Confidential Information regardless of whether it is marked "Confidential" or "Proprietary," provided it would reasonably be understood to be confidential given its nature and the circumstances of disclosure.

2. Obligations of Receiving Party

With respect to Confidential Information received from the Disclosing Party, the Receiving Party shall:

(a) hold all Confidential Information in strict confidence, using at least the same degree of care as it uses for its own confidential information of similar sensitivity, but in no event less than reasonable care;

(b) use Confidential Information solely for the Purpose and for no other purpose whatsoever;

(c) disclose Confidential Information only to its directors, officers, employees, advisors, and agents who (i) have a need to know such information for the Purpose, and (ii) are bound by confidentiality obligations no less protective than those set forth herein (**"Authorised Representatives"**);

(d) promptly notify the Disclosing Party upon becoming aware of any unauthorised disclosure or use of Confidential Information; and

(e) not reverse engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody Confidential Information.

3. Exclusions from Confidential Information

The obligations under Section 2 shall not apply to information that the Receiving Party can demonstrate by contemporaneous written records:

(a) was already known to the Receiving Party prior to disclosure without restriction;

(b) is or becomes publicly available through no act or omission of the Receiving Party;

(c) is rightfully received from a third party without restriction on disclosure; or

(d) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

Additionally, the Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, or court order, provided it (i) gives prompt prior written notice to the Disclosing Party (to the extent legally permitted), (ii) cooperates with the Disclosing Party in seeking a protective order, and (iii) discloses only that portion strictly required.

4. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of **three (3) years**, unless earlier terminated by either Party upon thirty (30) days' prior written notice. Notwithstanding termination, the obligations of confidentiality and non-use with respect to any Confidential Information received prior to termination shall survive for an additional **two (2) years** following the date of termination.

5. Return or Destruction of Materials

Upon written request by the Disclosing Party or upon expiration or termination of this Agreement, the Receiving Party shall promptly—and in any event within **ten (10) business days**—at the Disclosing Party's election:

(a) return to the Disclosing Party all tangible materials and electronic records containing Confidential Information; or

(b) destroy all such materials and records and certify such destruction in writing to the Disclosing Party.

Notwithstanding the foregoing, the Receiving Party may retain one archival copy solely to the extent required by applicable law or bona fide document-retention policies, subject to the continuing confidentiality obligations herein.

6. Remedies

Each Party acknowledges that (i) the Confidential Information constitutes valuable proprietary information, the unauthorised disclosure of which would cause irreparable harm to the Disclosing Party; and (ii) monetary damages may be an inadequate remedy for any breach. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including specific performance and injunctive relief, without the requirement to post bond or prove actual damages, in addition to all other remedies available at law or in equity.

7. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict-of-law principles. Any dispute arising out of or relating to this Agreement that cannot be resolved by good-faith negotiation shall be submitted to the exclusive jurisdiction of the state and federal courts located in **Wilmington, Delaware**, and each Party hereby irrevocably consents to such jurisdiction and venue.

8. General Provisions

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, or agreements.

(b) **Amendment.** No amendment to this Agreement shall be binding unless made in writing and duly executed by authorised representatives of both Parties.

(c) **Waiver.** Failure or delay by either Party to enforce any right under this Agreement shall not constitute a waiver of such right.

(d) **Severability.** If any provision of this Agreement is found unenforceable, it shall be modified to the minimum extent necessary to make it enforceable; all remaining provisions shall continue in full force.

(e) **No Licence.** Nothing in this Agreement grants either Party any licence, right, or interest in the other Party's intellectual property beyond what is expressly stated herein.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall be deemed valid and binding.

(g) **Notices.** All notices shall be in writing and delivered by electronic mail (with confirmation of receipt) or by overnight courier to the addresses set forth in the preamble, or to such other address as a Party may designate in writing.

(h) **Relationship of Parties.** Nothing herein creates any partnership, joint venture, employment, or agency relationship between the Parties.

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

MERIDIAN TECHNOLOGIES, INC.

____
Signature

Jonathan R. Ashford
Chief Executive Officer

____
Date: _________________________

ARCTURUS CAPITAL PARTNERS, LLC

____
Signature

Priya Nair Chandrasekaran
Managing Director

____
Date: _________________________