

Netcapital Securities Inc. Broker-Dealer Agreement

This Agreement (the "Agreement") is made and entered into as of February 20, 2026 (the "Effective Date"), by and between Netcapital Securities Inc. ("Netcapital Securities"), a registered broker-dealer, and Astera Technologies Corporation, a Delaware Corporation (the "Company"). The Company and Netcapital Securities may individually be referred to as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Netcapital Securities is registered with the Securities and Exchange Commission ("SEC") and is a member of the Financial Industry Regulatory Authority ("FINRA"), and is registered or otherwise authorized to conduct securities business in all U.S. states, the District of Columbia, and U.S. territories, and is authorized to provide services in connection with securities offerings conducted under exemptions from registration pursuant to Regulation A, Regulation D, and other applicable laws;

WHEREAS, the Company seeks to engage Netcapital Securities for administrative, compliance, and related services for its Regulation D securities offering;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Appointment and Scope of Services

1.1 Engagement

The Company engages Netcapital Securities to perform services as outlined in Exhibit A (the "Services") in connection with the Company's private placement of securities conducted pursuant to Regulation D under the Securities Act of 1933, as amended (the "Offering").

1.2 Non-Exclusivity

The Parties acknowledge and agree that this Agreement is non-exclusive. Nothing in this Agreement shall be construed to restrict, limit, or prevent the Company from engaging other broker-dealers in connection with the Offering or related transactions. The Company reserves the right to retain additional broker-dealers, and any such engagement shall not constitute a breach of this Agreement.

1.3 Term

The Agreement shall commence on the Effective Date and remain in effect until the closing of the Company's Offering, unless terminated earlier by either Party in accordance with the termination provisions outlined in Section 6.

1.4 No Investment Advice

The Company acknowledges that Netcapital Securities does not provide legal, tax, or investment advice, and that any decisions regarding the structure, terms, or execution of the Offering are the sole responsibility of the Company. The Company further acknowledges that Netcapital Securities' services are limited to administrative, compliance, and related functions as described in Exhibit A.

2. Compensation

Success Fee: The Company shall pay Netcapital Securities a cash success fee (the "Success Fee") based on the aggregate funds raised in the Offering, calculated as follows:

1. Five percent (5%) of the first five million dollars (\$5,000,000) raised;
2. Four percent (4%) of the next one million dollars (\$1,000,000) raised;
3. Three percent (3%) of the next one million dollars (\$1,000,000) raised;
4. Two percent (2%) of the next one million dollars (\$1,000,000) raised; and
5. One percent (1%) of all amounts raised thereafter.

Each tier applies cumulatively, so that amounts raised are subject to the applicable percentage for each tier in sequence. The Success Fee shall be deducted directly from the Company's escrow account at each closing and paid to Netcapital Securities.

Onboarding Fee: The Company shall pay Netcapital Securities a one-time, non-refundable onboarding fee of fifteen thousand dollars (\$15,000) (the "Onboarding Fee"), of which five thousand dollars (\$5,000) shall be due upon execution of this Agreement and the remaining ten thousand dollars (\$10,000) shall be due upon the first disbursement of funds from escrow. The Onboarding Fee covers Netcapital Securities' due diligence review, compliance filings, and the services set forth in Exhibit A.

3. Regulatory Compliance

3.1 Obligations

Both Parties agree to comply with all applicable laws, including SEC and FINRA requirements, and shall maintain necessary licenses and registrations.

3.2 Reporting

Each Party agrees to notify the other promptly of any material communications with regulators relating to the Offering.

4. Confidentiality

Both Parties agree to protect the confidentiality of any non-public information disclosed during the term of this Agreement. Disclosure is permitted only as required by law or with prior written consent.

5. Indemnification

Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party, its affiliates, officers, directors, employees, and agents (each, an “Indemnified Party”) from and against any and all losses, liabilities, damages, claims, and expenses (including reasonable attorneys’ fees) arising out of or related to (a) any material breach of this Agreement by the Indemnifying Party, or (b) the negligence, willful misconduct, or violation of applicable law by the Indemnifying Party or its personnel.

6. Termination

6.1 For Cause

This Agreement may be terminated with thirty (30) days’ written notice for material breach if such breach remains uncured.

6.2 Without Cause

Either Party may terminate this Agreement with sixty (60) days’ prior written notice.

7. Governing Law

This Agreement shall be governed by the laws of the State of Massachusetts, without regard to conflict-of-law provisions.

8. Miscellaneous

8.1 Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements.

8.2 Amendments

Any amendments must be in writing and signed by both Parties.

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

Company:

By: 

Name: Robert Switzer

Title: Chief Executive Officer

Netcapital Securities:

By: _____

Name: Alexandria Fisher

Title: President

Exhibit A – Scope of Services

- Maintaining supervisory oversight of the Firm’s activities related to the Offering in accordance with applicable FINRA rules and the Firm’s Written Supervisory Procedures;
- Reviewing information relating to the Company and its officers, directors, and control persons for compliance and background purposes, including conducting customary background checks and identifying potential regulatory or compliance-related red flags;
- Coordinating and submitting required regulatory filings with FINRA in connection with the Offering (including any required FINRA Rule 5123 filings), and liaising with regulators as necessary regarding such filings;
- Providing ongoing guidance to the Company regarding compliance of marketing materials, offering documents, and other communications with the public, including with respect to applicable securities laws, FINRA rules, and other legal or regulatory requirements;
- Coordinating with the escrow agent in connection with investor subscriptions, closings, and the disbursement of funds;
- Reviewing investor information, including identity verification and Know Your Customer (“KYC”) data, performing Anti-Money Laundering (“AML”) and other compliance background checks, and providing the Company with relevant details about investors;
- Reviewing the information submitted by accredited investors to help determine their accreditation status in accordance with applicable securities laws;
- Reviewing each investor’s subscription agreement to verify their participation in the Offering and providing the Company with a determination regarding the acceptance of such agreement;
- Contacting or notifying the Company, as necessary, to obtain additional information or clarification about an investor;
- Collaborating with third-party agents and vendors to support the performance of the services described herein; and
- Reviewing the work product of third-party providers to ensure compliance with applicable rules and regulations.