Mutual Non-Disclosure Agreement

This Agreement is between Nawa Group, Inc., a Delaware corporation (Nawa), and the person or entity named as Counterparty in the signature block. It takes effect on the date Counterparty signs it (Effective Date). Either party may share information with the other, and the same protections apply in both directions. The party sharing information is the Disclosing Party and the party receiving it is the Receiving Party.

1 Purpose

The parties intend to share information to evaluate, discuss and negotiate a possible business relationship or transaction between them, including one involving either party's affiliates or project entities (Purpose). Specific projects, sites and opportunities may be identified in correspondence between the parties; no schedule is needed. Sharing information for the Purpose does not authorize construction, procurement, manufacture, deployment or other commercial use of it. Those activities, and any binding transaction, require a separate written agreement.

2 Information protected

Confidential Information means nonpublic information that a party, or someone acting for it, shares for the Purpose and that is marked confidential or that a reasonable person would understand to be confidential from its nature or the circumstances of disclosure. It covers written, oral, visual, electronic and physical disclosures, including meetings, calls, site visits and data rooms, and oral or visual disclosures need no written confirmation. The existence, substance and status of the parties' discussions are also Confidential Information. Examples include:

Sites and origination: nonpublic site and power leads, pipeline, sourcing methods, introductions and counterparty identities; site locations, coordinates, parcels, ownership and site-control terms; utility and generator contacts; interconnection applications, studies and queue positions; land, power, fuel, water and fiber rights and routes; permits, negotiations and diligence. A nonpublic link between otherwise public sites, owners or generators is protected.

Generation and energy: generation technologies, configurations and capacity; fuel supply, transport and pricing; power-purchase agreements, tariffs and negotiated rates; load profiles, dispatch, curtailment, heat rates, availability and performance; storage, backup power, grid connections, electrical infrastructure, expansion plans and energization schedules.

Engineering and design: drawings, CAD and BIM files, single-line diagrams, process and instrumentation diagrams, site and modular layouts, bills of materials, prototypes, manufacturing methods, design calculations, simulations, specifications, power distribution, cooling and thermal designs, controls, software, source code, test data and technical know-how.

Compute and infrastructure: cluster sizes; GPU or accelerator models and quantities; servers, racks and density; facility and IT power allocations; storage, network and interconnect architecture; bandwidth, redundancy, utilization, workloads, performance and benchmarks; deployment schedules and expansion roadmaps.

Business and financial: customer, supplier, lender and investor identities and terms; equipment, hosting, compute and offtake pricing; costs, margins, budgets, models, forecasts and valuations; cap tables, financing and joint-venture structures; business plans and strategy; operating methods, access credentials, security architecture and incidents.

These examples apply equally to each party's information, including information about its projects, customers, suppliers and partners, and they do not limit the definition. Confidential Information also includes copies, notes, summaries, recordings, transcripts, analyses and models that contain or reflect it, and third-party information a party lawfully shares under a duty of confidence. A nonpublic combination or connection of facts is protected even when each fact is public on its own.

3 Use and protection

The Receiving Party will use Confidential Information only for the Purpose and will not disclose it except as sections 4 and 6 allow. It will protect Confidential Information with at least the care it uses for its own similar information, and never less than reasonable care. It may make the copies the Purpose requires, and each copy must keep the original confidentiality and ownership notices. These duties last for the Protection Period in section 7.

The Receiving Party will not use Confidential Information, including confidential introductions, site or power leads, designs, specifications, pricing or deal structures, to bypass the Disclosing Party on the opportunity being evaluated, to pursue that opportunity outside the Purpose, or to design, procure, manufacture, build, deploy or operate any project outside the Purpose. It will not use Confidential Information to seek patent or other intellectual-property rights over the Disclosing Party's material. Receiving a drawing or specification gives no right to fabricate from it or put it into commercial use.

These restrictions apply to use of Confidential Information. They create no general noncompete, nonsolicitation or noncircumvention duty, and section 5 continues to apply to documented pre-existing relationships, independent development and independently obtained information. Information a person retains in memory stays subject to this Agreement, and no residuals right applies. The Receiving Party will not reverse engineer, disassemble or decompile nonpublic samples, equipment, prototypes or software supplied for the Purpose, except with written permission or where the law grants a right that cannot be waived.

4 Permitted recipients and handling

The Receiving Party may share Confidential Information with its officers, directors, partners, investment committee members and employees; its controlled affiliates and project entities taking part in the evaluation; and lawyers, accountants, engineers, consultants and other advisers or contractors engaged to help it with the Purpose (Representatives). Each Representative must need the information for the Purpose, receive only what it needs, and be bound before disclosure by written confidentiality and use duties at least as protective as this Agreement, or by professional duties giving equivalent protection. The Receiving Party will tell its Representatives that the information is confidential and is liable for any breach by them.

Sharing with anyone else requires the Disclosing Party's prior written consent. That includes independent investors and lenders, brokers, customers, offtakers, equipment suppliers, manufacturers, utilities and carriers acting as prospective commercial counterparties. A person qualifies as a Representative only by helping the Receiving Party with the evaluation; a possible role in the transaction does not qualify it. Consent may be given by email, may name recipients or a defined group, and may limit the information approved. Approved recipients must be bound by equivalent duties, and the Receiving Party remains liable for them. Common ownership alone does not permit sharing with portfolio companies or other affiliates. Any onward sharing must meet these same requirements.

Either party may check public records and get technical advice for the Purpose, subject to this section. Contacting an owner, generator, utility or commercial counterparty on the strength of a confidential introduction requires the Disclosing Party's written consent, which it will not unreasonably withhold or delay for legitimate diligence. A public-records check does not permit disclosure of nonpublic project details. This Agreement grants no right to enter or test a site and no authority to represent the other party, file applications in its name or commit it to costs. Site access and physical investigations need the owner's permission and any separate access agreement the owner requires.

Neither party will announce the discussions or use the other's name, logo, participation, nonpublic site information, specifications, images or performance data in marketing, public benchmarks, case studies or publications without written consent, except as section 6 allows. This includes any public disclosure from which a reader could identify a confidential location or project through maps, photographs or combined details.

The Receiving Party will use reasonable access controls and secure storage and transmission, and will limit access to authorized recipients. It will not place Confidential Information in public repositories, open links or any service, including an AI tool, that may train shared models on it, publish it or reuse it for other customers. Storage, processing and AI providers may handle it only for the Purpose, under binding confidentiality, security and no-training terms and with access limited to what is needed, and the Receiving Party remains responsible for them. On discovering unauthorized access, use or disclosure, the Receiving Party will notify the Disclosing Party without undue delay, stop and contain it, and cooperate to recover the information, limit harm and prevent a repeat.

Each party will obtain any third-party permission it needs before disclosing information and will comply with applicable export-control, sanctions and data-protection laws. This Agreement does not authorize any restricted transfer or technical access. Sharing material protected by attorney-client privilege, work-product protection or a similar protection does not waive that protection.

5 Exclusions

Confidential Information does not include information that the Receiving Party can show (a) it already knew lawfully and without restriction before disclosure; (b) is or becomes public through no breach of a duty owed to the Disclosing Party; (c) it received lawfully from a third party free to disclose it without restriction; or (d) it developed independently without use of Confidential Information. Each exclusion applies only to the specific information that meets it.

6 Required and protected disclosures

A party may disclose Confidential Information that law, regulation or binding legal process requires it to disclose. Where the law allows, it will give the Disclosing Party prompt advance notice, disclose only what is required, and reasonably help, at the Disclosing Party's expense, with efforts to obtain confidential treatment. Nothing in this Agreement restricts lawful reports to a government authority, cooperation with an investigation, communication with a lawyer or other legally protected activity, and none of these needs prior consent or notice.

Notice under 18 U.S.C. section 1833(b): An individual is immune from liability under federal and state trade-secret law for disclosing a trade secret in confidence to a government official or an attorney solely to report or investigate a suspected violation of law, or in a complaint or other document filed under seal in a proceeding. An individual who sues for retaliation for reporting a suspected violation of law may disclose the trade secret to their attorney and use it in the proceeding if they file any document containing it under seal and do not disclose it except under court order. This notice also applies to individuals working as contractors or consultants. It does not authorize unlawful access to information.

7 Term and return of information

This Agreement covers information disclosed during the two years after the Effective Date (Disclosure Period) and information disclosed in the 90 days before the Effective Date. Either party may end the Disclosure Period early by written notice. For information disclosed before the Effective Date, duties begin on the Effective Date and earlier conduct is not a breach.

Each item of Confidential Information is protected for five years from the date it is first disclosed, or from the Effective Date for an item disclosed before it (Protection Period). The same five-year period applies to trade secrets. Disclosing an item again, keeping it, or ending the Disclosure Period does not restart or extend its Protection Period, and each newly disclosed item has its own period. When an item's Protection Period ends, the confidentiality, use, publicity and handling duties for that item end. Liability for an earlier breach survives, no intellectual property transfers, and rights and duties that exist independently under law, including trade-secret law, continue on their own terms.

When the Disclosing Party asks in writing, or when the Disclosure Period ends, the Receiving Party will stop using the Disclosing Party's Confidential Information that is still protected and, within 30 days, return or securely delete it, have its Representatives do the same, and confirm in writing if asked. It may keep one archive copy for legal and compliance purposes, records the law requires it to keep, and routine backups that are not reasonably accessible in ordinary operations. Retained copies may be used only for those purposes and stay protected for the rest of their Protection Period. The parties may agree in a signed writing to allow continued use for the Purpose.

8 Authority, ownership and independence

Each party confirms that it has authority to enter this Agreement and is entitled to share the information it provides with the recipients and for the uses this Agreement allows. A broker, agent or other intermediary must disclose any limits on its authority and any third-party sharing restrictions before disclosing information. A party signing in its own name does not bind an owner or other person that has not signed. An owner that requires its own confidentiality terms must sign its own agreement or be bound through an authorized signatory.

Each party keeps ownership of its information and intellectual property, and neither party acquires ownership of the other's analyses, improvements, inventions or feedback. Nawa keeps its designs, models, methods and work product, and Counterparty keeps its own. This Agreement grants only the limited right to use information for the Purpose and no license to develop, manufacture or commercialize. Except for the confirmations in this Agreement, information is provided as is, without any warranty of accuracy, completeness, title, available capacity or commercial outcome, and each party relies on its own diligence. Nothing in this Agreement limits liability for fraud.

Neither party is obliged to disclose information or to proceed with any transaction. No purchase, lease, option, reservation, investment, offtake, exclusivity, agency, partnership, commission, referral fee or reimbursement obligation arises from this Agreement, an introduction, discussions or diligence. Any such obligation requires a separate written agreement signed by the party to be bound. Each party bears its own costs unless agreed otherwise in writing. This Agreement does not cancel any existing valid written fee or commercial agreement. Each party may pursue other business so long as it does not misuse Confidential Information.

9 Remedies and governing law

The parties agree that unauthorized use or disclosure of Confidential Information would cause irreparable harm for which money damages would not be an adequate remedy. The Disclosing Party may seek an injunction, specific performance or other equitable relief against an actual or threatened breach, without posting a bond to the extent the law permits, in addition to any other remedy. In any action to enforce this Agreement, the prevailing party may recover its reasonable attorneys' fees and costs.

California law governs this Agreement, without regard to conflict-of-law rules. The parties submit to the exclusive jurisdiction of the state courts in Alameda County, California and, where federal jurisdiction exists, the United States District Court for the Northern District of California. Either party may seek urgent interim relief to protect Confidential Information in any court with jurisdiction.

10 Administration

This is the parties' entire agreement on confidentiality for the Purpose. A confidentiality agreement the parties signed earlier continues to govern the information it already covers unless a signed writing expressly replaces it. Data-room terms, click-through terms and document legends do not change this Agreement. Amendments and waivers must be in a writing signed by both parties. Notices and consents may be sent to the email addresses in the signature block and take effect on receipt, and either party may update its address by notice.

Neither party may assign this Agreement without the other's written consent, except to a controlled project entity or to a successor to substantially all of the relevant business that assumes this Agreement in writing. A party that assigns to a controlled project entity stays bound, though it does not guarantee that entity's separate commercial obligations. Assignment does not release liability for an earlier breach. This Agreement creates no third-party rights. Failure or delay in enforcing a right is not a waiver. If a provision is unenforceable, it will be enforced to the maximum extent the law permits and the rest of this Agreement stays in effect. Counterparts and electronic signatures are valid. Each person signing for an entity confirms authority to do so, and a person signing as an individual is personally bound.

Signatures

The parties agree to this Agreement as of the Effective Date. Counterparty completes its legal name, contact details, signatory details, signature and date, and each party receives a completed copy. Where Nawa's signature is already applied, it authorizes completion of the blank fields only, and any change to the terms requires both parties' signed agreement.

Nawa Group, Inc.

Address
38350 Fremont Boulevard
Fremont, CA 94536

Name and title
Taher Lokhandwala
Co-founder and CEO

Email
taher@nawapower.com

Signature

_____

Date

_____

Counterparty

Company or individual legal name

_____

Full mailing address

_____

_____

Signatory name and title

_____

Email

_____

Signature

_____

Date

_____