

Confidentiality and Non-Disclosure Agreement

This Confidentiality Agreement (the "**Agreement**"), effective as of July 11, 2024, (the "**Effective Date**"), is entered into by and between _____, a _____ bases () and ColoMatrix, an LLC ("____") (together the "**Parties**", and each a "**Party**").

1. **Recipient's Obligations.** In connection with the Parties' intention to explore a possible business relationship with one another related to developing data centers (the "**Purpose**"), either Party ("**Disclosing Party**") may disclose Confidential Information (as defined below) to the other Party ("**Recipient**"). The Recipient shall use the Confidential Information solely for the Purpose and, subject to 2, shall not disclose the Confidential Information other than to its affiliates and its or their employees, officers, directors, shareholders, partners, agents, independent contractors, service providers, sublicensees, subcontractors, lawyers, accountants and financial advisors (collectively the "**Representatives**") who: (i) need access to such information for the Purpose; (ii) are informed of its confidential nature; and (iii) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein.

The Recipient shall protect the Confidential Information from unauthorized use, access or disclosure using no less than a commercially reasonable degree of care. The Recipient will be responsible for any material breach of this Agreement caused by its Representatives.

The term "**Confidential Information**" means all non-public, proprietary or confidential information of the Disclosing Party or of the Disclosing Party's Representatives, joint venturers, business partners, or business contacts, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as "confidential", but which, under all of the circumstances, should reasonably be treated as confidential, and all notes, analyses, summaries, reports and other materials prepared by the Recipient or any of its Representatives that contain, are based on or otherwise reflect, to any degree, any of the foregoing ("**Notes**"). Confidential Information also includes: (x) the fact that the Parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; (y) the existence of this Agreement; and (z) any terms, conditions or arrangements being discussed or negotiated by the Parties.

Confidential Information as used herein shall not include information that:

- (a) is or becomes generally available to and known by the public (other than as a result of the Recipient's or its Representatives' breach of this Agreement);
- (b) is or becomes available to the Recipient or its Representatives from a source other than the Disclosing Party or its Representatives, provided that such source, to the best of the Recipient's knowledge, was not and is not bound by a confidentiality agreement regarding the Disclosing Party or its affiliates, or otherwise prohibited from disclosing such information to the Recipient or its Representatives by a legal, contractual or fiduciary obligation;
- (c) was already known by or in the possession of the Recipient or its Representatives, as established by documentary evidence, prior to being disclosed by or on behalf of the Disclosing Party pursuant to this Agreement; or
- (d) has been or is independently developed by the Recipient or its Representatives as established by documentary evidence, without violating any of its obligations under this Agreement or use of or reference to, in whole or in part, any of the Disclosing Party's Confidential Information.

2. **Disclosure Required.** If a Recipient, or any of its Representatives (each a "Recipient"), is required to disclose the other Party's Confidential Information by applicable law or valid court order, the Recipient shall

notify the other Party of such requirements as soon as reasonably possible and in any event no later than five (5) days after discovering the legal requirement to disclose, so that the other Party (the Disclosing Party) may seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy, and the Recipient shall reasonably assist the Disclosing Party therewith. If the Recipient remains legally compelled to make such disclosure, it shall:

- (a) only disclose that portion of the Confidential Information that it is required to disclose; and
- (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

3. Return or Destruction of Confidential Information. On the Disclosing Party's written request, the Recipient shall, at the Disclosing Party's discretion, promptly return to the Disclosing Party or destroy all of the Confidential Information in its and its Representatives' possession other than the Notes, and destroy all Notes; provided, however, that the Recipient may retain copies of the Confidential Information that are stored on the Recipient's information technology backup and disaster recovery systems until the ordinary course deletion thereof. Notwithstanding the return or destruction of the Parties' Confidential Information, the Parties and each of their Representatives shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information. For Confidential Information stored in electronic form, the Recipient shall be deemed to have destroyed it where the Recipient performs a commercially reasonable "delete" function with respect to all of its copies of information, notwithstanding that such information may be forensically recoverable or restored from backups (provided always that if, at any time, the Recipient performs or permits such recovery or restoration, the Recipient shall treat such recovered or restored information as Confidential Information hereunder at all times). Notwithstanding anything to the contrary herein, the Disclosing Party agrees that the Recipient shall be allowed to not destroy and to retain Confidential Information to the extent it is required to be retained by the Recipient by law, regulation or by governmental order, decree or rule.

4. No Obligation to Disclose or Negotiate; No Representations or Warranties. This Agreement imposes no obligation on or compels either Party to disclose any Confidential Information to the other Party or to negotiate for, enter into any business or contractual arrangement or otherwise pursue the Purpose. Neither Party nor any of its Representatives makes any representation or warranty, expressed or implied, as to the accuracy or completeness of its Confidential Information, and neither Party shall have any liability to the other Party relating to or resulting from the use of the Confidential Information of a Party or any errors therein or omissions therefrom.

5. Remedies. Each Party acknowledges and agrees that any breach of this Agreement by a Party will cause injury to the other Party for which monetary damages would be an inadequate remedy and that, in addition to remedies at law, the Disclosing Party is entitled to equitable relief as a remedy for any such breach or threatened breach.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and terminate on that date which is two (2) years after the Effective Date. Notwithstanding anything to the contrary herein, each Party's rights and obligations under this Agreement with respect to Confidential Information shall survive the expiration or termination of this Agreement for a period of three (3) years from the date of such expiration or termination, even after the return or destruction of each Party's Confidential Information by the other Party.

7. No Transfer of Rights, Title or Interest. Each Party hereby retains its entire right, title and interest, including all intellectual property rights and all other rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant,

option, licence or other transfer of any such right, title or interest whatsoever to the other Party or any of its Representatives. Each Party specifically acknowledges and agrees that the other Party's Confidential Information is and shall remain the exclusive property of that Party and that it has no right, title or interest in or to the Confidential Information of the other Party.

8. Non-Circumvention/ Non-Solicitation. The Recipient and its Representatives shall not, without the prior written consent of the Disclosing Party:

(a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any third parties (including, without limitation, the project rights holders, project operators, project co-venturers, actual or potential suppliers, actual or potential customers, or financial sources) discussed, made available by, or introduced by the Disclosing Party to the Recipient or its Representatives in respect of, in relation to, or for the purposes of the Purpose; or,

(b) seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity that relates to the Purpose (or a similar future purpose) by utilizing any Confidential Information or solicit or induce parties to enter into alternative opportunities or otherwise exploit or derive any benefit from the Confidential Information.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the federal laws of the United States applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of Dallas County, Texas for any actions, suits, litigation or proceedings arising out of or relating to the enforcement of this Agreement.

10. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties regarding the Confidential Information and all other subject matters set forth herein, and supersedes all prior and contemporaneous negotiations, understandings, representations and warranties and agreements between the Parties (both written and oral) with respect to such subject matters. No provision of this Agreement may be amended, modified, waived or changed unless made in writing and signed by the Parties.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by any Party without the prior written consent of the non-assigning Party. Any purported assignment without such consent shall be null and void and unenforceable. No assignment shall relieve the assigning Party of any of its obligations hereunder.

13. Waivers. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different nature, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

15. Successors and Assigns. This Agreement is for the sole benefit of the Parties hereto and their respective affiliates, subsidiaries and parent companies and each of their respective successors and permitted assigns and is binding upon the Parties, and their respective affiliates, subsidiaries and parent companies and their respective successors and permitted assigns.

16. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at its address set forth in the preamble to this Agreement (or such other address such Party specifies in accordance with this Section 16). All Notices shall be delivered personally or sent prepaid by nationally recognized courier or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid).

17. Counterparts. This Agreement may be executed in any number of counterparts and by each Party on separate counterparts. Each counterpart is an original and all counterparts taken together constitute one and the same instrument. A counterpart may be delivered by facsimile, e-mail attachment (PDF document), or other electronic means, which shall be as effective as hand delivery of the original executed counterpart.

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

Partner (Receiving Party)	Colomatrix, LLC
Company Name: _____	Company Name: Colomatrix, LLC
Authorized Signer: _____	Authorized Signer: _____
Title: _____	Title: Chief Executive Officer
Email: _____	Email: sales@colo-matrix.com
Signature: _____	Signature: _____
Date: _____	Date: _____