

MUTUAL CONFIDENTIALITY AGREEMENT

DATE: .././2026

REG: ...

PARTIES:

XXX (“**XXX**”);

and

NIMEC LIMITED (Company Registration No: 12798186), a private limited company incorporated under the laws of England and Wales, with its registered office at 167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF, United Kingdom (“**NIMEC**”).

1. RECITALS

1.1 XXX specialises in the

1.2 NIMEC (“New Intelligent Magnet Energy Company”) is engaged in engineering design and development of advanced electromechanical systems, including electric generating systems and modular magnetic power units (MPU). NIMEC’s technologies are based on harnessing magnetic field interactions to create efficient, autonomous and scalable energy systems for industrial and mobility use cases.

1.3 XXX and NIMEC wish to exchange certain confidential, technical, commercial and operational information in order to explore, develop and implement a collaboration with the following objectives (the “Purpose”):

- a) the creation of a technological roadmap for the conversion of internal combustion engine (ICE) commercial vehicles to fully electrified drivetrains;
- b) the design and development of mobile battery charging stations for electric vehicles;
- c) the distribution, commercial deployment and joint operation of containerised modular units based on NIMEC MPU technology;
- d) the joint development and implementation of innovative systems and technological solutions for electric vehicles and advanced mobility platforms.

1.4 The Parties acknowledge that, in order to pursue the Purpose, it will be necessary for each Party to disclose to the other certain confidential and commercially sensitive information. The purpose of this Agreement is to establish the terms and conditions under which such information shall be disclosed and protected.

2. OPERATIVE PROVISIONS

2.1 Each Party (the “Receiving Party”) undertakes to the other Party (the “Disclosing Party”) that it shall:

- a) ensure that all Confidential Information of the Disclosing Party is kept strictly confidential at all times and protected with at least the same degree of care as it applies to its own

confidential or commercially sensitive information of a similar nature, and in any event no less than reasonable care;

- b) use the Confidential Information solely for the Purpose and for no other purpose whatsoever;
- c) not disclose, publish, release or otherwise make available any Confidential Information to any third party without the prior written consent of the Disclosing Party;
- d) disclose Confidential Information only to those of its directors, officers, employees, professional advisers or contractors whose position is such that there is a demonstrable and necessary requirement for such Confidential Information to be disclosed to them for the furtherance of the Purpose, provided that such persons are made fully aware of the confidential nature of the information and are subject to obligations of confidentiality no less restrictive than those contained in this Agreement. The Receiving Party shall remain responsible for any breach of this Agreement by such persons;
- e) not disclose to the other Party any confidential information belonging to a third party in breach of any obligation of confidentiality owed to such third party.

2.2 "Confidential Information" shall mean all information, data or materials (whether in written, oral, electronic, visual or any other form) disclosed by or on behalf of the Disclosing Party to the Receiving Party, or otherwise obtained by the Receiving Party in connection with the Purpose (whether before or after the date of this Agreement), which relates to the business, technology, products, research, development, intellectual property, financial affairs, operations or strategic plans of the Disclosing Party and which may reasonably be regarded as confidential.

2.3 Confidential Information includes, without limitation, technical data, specifications, designs, drawings, circuit diagrams, prototypes, models, software, algorithms, know-how, trade secrets, inventions (whether patentable or not), product development information, test results, performance data, manufacturing methods, business plans, budgets, forecasts, pricing information, and information relating to customers or suppliers. Confidential Information shall also include the existence and content of discussions between the Parties relating to the Purpose.

2.4 The obligations set out in Clause 2.1 above shall not apply to any Confidential Information which the Receiving Party can demonstrate:

2.4.1 was in the public domain at the time of disclosure or subsequently enters the public domain other than as a result of a breach of this Agreement;

2.4.2 was lawfully already in the possession of the Receiving Party at the time of disclosure without restriction as to confidentiality;

2.4.3 is lawfully obtained from a third party who is not under any obligation of confidentiality in respect of such information;

2.4.4 has been independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party;

2.4.5 is required to be disclosed by law, regulation, court order or governmental authority, provided that (to the extent legally permitted) the Receiving Party gives prompt written notice to the Disclosing Party of such requirement and cooperates with the Disclosing Party, at the Disclosing Party's expense, in seeking to limit or protect such disclosure.

2.5 Each Party acknowledges that any disclosure of Confidential Information under this Agreement shall not vest in the Receiving Party any licence, interest or other rights in or to such Confidential Information. All rights, title and interest in and to the Confidential Information shall remain with the Disclosing Party, save as expressly provided herein.

3. LIFE OF AGREEMENT

3.1 This Agreement shall come into force on the date first written above and shall remain in effect unless terminated by either Party upon thirty (30) days' prior written notice to the other Party.

3.2 Notwithstanding any termination of this Agreement, the obligations of confidentiality set out herein shall apply to each disclosure of Confidential Information for a period of five (5) years from the date of such disclosure.

3.3 The termination or expiry of this Agreement shall not affect any rights or obligations accrued prior to such termination or expiry, nor shall it affect the continued validity and enforceability of the confidentiality and intellectual property provisions contained herein.

4. RETURN OF INFORMATION AND PRODUCTS

4.1 Upon written request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all documents, materials and other tangible embodiments containing or reflecting the Confidential Information, including any copies thereof, or, at the option of the Disclosing Party, securely destroy the same.

4.2 The Receiving Party shall, upon request, provide written confirmation that such Confidential Information has been returned or destroyed in accordance with Clause 4.1.

4.3 Notwithstanding the foregoing, the Receiving Party may retain one archival copy of the Confidential Information solely for the purpose of evidencing compliance with its obligations under this Agreement and as required by applicable law or internal regulatory compliance policies, provided that such retained copy shall remain subject to the confidentiality obligations set out herein.

4.4 The Parties agree that this Agreement may be executed by electronic means, including by electronic signature, and that such electronic signatures shall have the same legal validity and enforceability as handwritten signatures, in accordance with applicable law, including (where applicable) the Electronic Communications Act 2000 (UK), the Electronic Identification and Trust Services Regulation (EU) No 910/2014 ("eIDAS"), and the principles set out in the UNCITRAL Model Law on Electronic Commerce (1996) and the UNCITRAL Model Law on Electronic Signatures (2001).

4.5 The Parties further agree that any notices, disclosures, exchanges of documents, technical data, specifications, drawings, communications or other information exchanged electronically (including by email, secure file transfer systems, electronic data rooms, or other agreed digital platforms) shall constitute valid disclosure for the purposes of this Agreement and shall be deemed Confidential Information where such information falls within the definition set out in Clause 2.2.

4.6 No information shall be denied legal effect, validity or enforceability solely on the grounds that it is in electronic form.

5. LAW

5.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

5.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed for and on behalf of **XXX**

By: _____ Title: _____ Date: _____

Signature: _____

Signed for and on behalf of **NIMEC LIMITED**

By: _____ Title: _____ Date: _____

Signature: _____