



Non-Disclosure Agreement (NDA)

For Financial Advisors, Placement Agents, and External Partners

Private & Confidential
RENEWABLE ERGON

December 1, 2025

Renewable Ergon LLC — One Bridge Plaza, Suite 272, Fort Lee, NJ 07024 — USA

1. Introduction and Parties

This Non-Disclosure Agreement ("Agreement") is entered into as of the date set forth on the signature page by and between:

Renewable Ergon LLC, a limited liability company organized under the laws of Delaware, with its principal place of business at One Bridge Plaza, Suite 272, Fort Lee, NJ 07024 (hereinafter referred to as the "Company"); and

The individual or entity identified on the signature page (hereinafter referred to as the "Recipient" or "Advisor").

2. Purpose and Background

The Company is engaged in the renewable energy sector, including but not limited to solar, wind, energy storage, and other clean energy technologies. The Company may from time to time engage financial advisors, placement agents, consultants, and external partners ("Advisors") to assist with capital formation, strategic advisory services, market analysis, and other business development activities.

In connection with these engagements, the Company may disclose certain confidential and proprietary information to the Recipient. This Agreement establishes the terms and conditions under which such Confidential Information (as defined below) will be disclosed and used.

3. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any and all information, in any form or medium (whether oral, written, electronic, or visual), that is disclosed by the Company to the Recipient, either directly or indirectly, including but not limited to:

- (a) Financial information, including financial statements, projections, budgets, cash flow analyses, capital structure, investment returns, investor lists, and fundraising strategies;
- (b) Business plans, strategic plans, marketing strategies, competitive analyses, market research, and business development opportunities;
- (c) Technical information, including engineering designs, specifications, processes, methodologies, technical data, research and development activities, and proprietary technologies;
- (d) Operational information, including supply chain details, vendor and supplier lists, customer information, contract terms, pricing strategies, and operational procedures;
- (e) Legal and regulatory information, including contracts, agreements, permits, licenses, compliance strategies, and legal opinions;
- (f) Information regarding employees, consultants, directors, officers, and other personnel;
- (g) Any other information that is marked as "Confidential," "Proprietary," or with a similar designation, or that would reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure.

4. Obligations of Recipient

The Recipient hereby agrees to:

4.1 Confidentiality. Hold all Confidential Information in strict confidence and not disclose any Confidential Information to any third party without the prior written consent of the Company.

4.2 Use Restrictions. Use the Confidential Information solely for the purpose of evaluating and/or facilitating a potential business relationship with the Company, and not for any other purpose whatsoever.

4.3 Protection. Take all reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of the Confidential Information, including, without limitation, measures at least as protective as those the Recipient takes to protect its own confidential information of a similar nature.

4.4 Limited Disclosure. Limit disclosure of Confidential Information to only those of the Recipient's employees, officers, directors, agents, representatives, and professional advisors (collectively, "Representatives") who have a legitimate need to know such information for the purposes contemplated herein and who have been informed of the confidential nature of such information and are bound by confidentiality obligations at least as restrictive as those contained herein.

4.5 Responsibility for Representatives. Be responsible for any breach of this Agreement by any of its Representatives.

5. Exceptions

The obligations set forth in Section 4 shall not apply to any Confidential Information that the Recipient can demonstrate by written evidence:

- (a) Was publicly known and generally available in the public domain prior to the time of disclosure by the Company;
- (b) Becomes publicly known and generally available after disclosure by the Company through no action or inaction of the Recipient or its Representatives;
- (c) Was in the Recipient's possession prior to disclosure by the Company, as evidenced by the Recipient's written records, and was not acquired directly or indirectly from the Company;
- (d) Is disclosed to the Recipient by a third party who had a lawful right to disclose such information without breach of any confidentiality obligation to the Company; or
- (e) Is independently developed by the Recipient without use of or reference to the Company's Confidential Information, as evidenced by written records.

6. Required Disclosures

If the Recipient or any of its Representatives becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Information, the Recipient shall provide the Company with prompt written notice of such requirement so that the Company may seek a protective order or other appropriate remedy.

In the event that such protective order or other remedy is not obtained, the Recipient shall disclose only that portion of the Confidential Information that it is legally required to disclose and shall exercise reasonable efforts to obtain assurances that confidential treatment will be accorded to such disclosed information.

7. No Rights Granted

Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. All Confidential Information shall remain the sole and exclusive property of the Company.

The Recipient acknowledges that the Company retains all patent, copyright, trademark, trade secret, and other intellectual property rights in and to the Confidential Information.

8. Return of Materials

Upon the Company's written request, or upon termination of discussions between the parties, the Recipient shall promptly:

- (a) Return to the Company all documents, materials, and other tangible items containing or representing Confidential Information;
- (b) Destroy all copies, notes, summaries, analyses, and other materials prepared by the Recipient or its Representatives that contain or are derived from Confidential Information; and
- (c) Provide written certification to the Company that such return and destruction have been completed.
- (d) Notwithstanding the foregoing, the Recipient's legal counsel may retain one copy of the Confidential Information solely for the purpose of ensuring compliance with this Agreement, provided that such retained copy remains subject to the confidentiality obligations set forth herein.

9. No Obligation to Disclose

Nothing in this Agreement obligates the Company to disclose any particular Confidential Information to the Recipient. The Company may, in its sole discretion, determine what information to disclose and may discontinue disclosure at any time without liability.

10. No Warranties

All Confidential Information is provided "AS IS" without any representation or warranty, express or implied, as to its accuracy, completeness, or fitness for any particular purpose.

The Company shall not be liable for any errors or omissions in the Confidential Information or for any actions taken or not taken in reliance on the Confidential Information.

11. Term and Termination

This Agreement shall commence on the date first written above and shall continue for a period of five (5) years from such date, unless earlier terminated by either party upon thirty (30) days' written notice to the other party.

The obligations of the Recipient under Sections 4, 8, 12, 13, and 14 shall survive any termination or expiration of this Agreement and shall continue for a period of five (5) years from the date of termination or expiration.

12. Remedies

The Recipient acknowledges and agrees that the Confidential Information is valuable and unique, and that disclosure of such information in breach of this Agreement will result in irreparable injury to the Company for which monetary damages would not be an adequate remedy.

Accordingly, the Recipient agrees that the Company shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of this Agreement by the Recipient, in addition to any other remedies available at law or in equity.

The Recipient further agrees that no bond or other security shall be required in connection with such equitable relief.

13. Limitation of Liability

In no event shall either party be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been advised of the possibility of such damages.

The foregoing limitation shall not apply to damages arising from a breach of confidentiality obligations under this Agreement.

14. General Provisions

14.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

14.2 Jurisdiction and Venue. The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in New York County, New York, for any action or proceeding arising out of or relating to this Agreement.

14.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

14.4 Amendment and Waiver. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. No waiver of any breach of this Agreement shall constitute a waiver of any other breach.

14.5 Assignment. The Recipient may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Company. Any attempted assignment or transfer in violation of this provision shall be void and of no effect.

14.6 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and such invalid, illegal, or unenforceable provision shall be reformed to the extent necessary to make it valid, legal, and enforceable while preserving its intent.

14.7 Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by confirmed facsimile or email, or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth on the signature page or to such other address as either party may designate by notice to the other party.

14.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures.

14.9 No Partnership. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party shall have the authority to bind or commit the other party in any manner whatsoever.

14.10 Interpretation. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. As used in this Agreement, the singular includes the plural and vice versa, and the masculine, feminine, and neuter genders include one another.

15. Compliance with Laws

The Recipient agrees to comply with all applicable federal, state, and local laws, rules, and regulations in connection with its receipt and use of Confidential Information, including without limitation laws relating to export control, anti-corruption, anti-money laundering, and data privacy.

The Recipient acknowledges that the Confidential Information may be subject to export control laws and regulations, including the U.S. Export Administration Regulations and the International Traffic in Arms Regulations. The Recipient agrees not to export, re-export, or transfer any Confidential Information, directly or indirectly, in violation of such laws and regulations.

16. Data Privacy and Security

To the extent that any Confidential Information includes personal data or personally identifiable information, the Recipient agrees to:

- (a) Process such personal data only for the purposes contemplated by this Agreement and in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA);
- (b) Implement appropriate technical and organizational measures to protect such personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure;
- (c) Promptly notify the Company in the event of any actual or suspected data breach involving such personal data; and
- (d) Cooperate with the Company in responding to any data subject requests, regulatory inquiries, or investigations relating to such personal data.

17. Acknowledgments

The Recipient acknowledges and agrees that:

- (a) The Company has not made any representation or warranty, express or implied, regarding any potential transaction between the parties or the likelihood that such a transaction will be consummated;
- (b) Unless and until a definitive agreement has been executed and delivered by both parties, neither party shall be under any legal obligation with respect to any transaction;
- (c) The Recipient will conduct its own independent investigation and analysis of the Company and will rely solely on such independent investigation and analysis and not on any information provided by the Company; and
- (d) The Recipient has had the opportunity to review this Agreement with legal counsel and fully understands its terms and obligations.

Signature Page

For Renewable Ergon LLC

Signed by: **Robert Leeds**

Chairman, Renewable Ergon LLC

Signature:

Date:

For Advisor / Placement Agent / Partner

Name:

Firm:

Title:

Signature:

Date:

