



Mutual Nondisclosure Agreement

Version 1.0 | Issued September 24, 2026

This mutual Agreement protects information exchanged to evaluate the opportunity identified below. Either Party may disclose or receive information, with equal confidentiality duties.

This Agreement is between CriticalWave Energy Solutions LLC, a Florida limited liability company (CriticalWave), and the other party identified below (Other Party). Together they are the Parties. The Effective Date is the entered date or, if blank, the last signature date.

Effective Date: _____

Other Party legal name: _____

Entity type and jurisdiction: _____

Mailing address: _____

City state postal code and country: _____

Notice contact and title: _____

Notice email: _____

Opportunity or project: _____

1 Purpose

The Parties may exchange information solely to evaluate and negotiate the identified opportunity, including potential teaming, procurement, subcontracting, technical support, or technology collaboration (Purpose). Information may concern critical power, engineering, construction, commissioning, maintenance, or IntelliMaint. Any performance of work, work share, pricing commitment, or development arrangement requires a separate written agreement. Earlier disclosures are covered only if both Parties identify them in a signed addendum; duties for those disclosures begin on the Effective Date.

2 Confidential Information

Confidential Information means nonpublic information disclosed by or on behalf of one Party (Disclosing Party) to the other (Receiving Party) for the Purpose that is marked confidential or that a reasonable person would understand to be confidential from its nature or the circumstances. It includes written, oral, visual, electronic, and demonstration-based disclosures, and notes or analyses that reveal the information. No written confirmation is required for an oral disclosure whose confidential nature is reasonably apparent.

Examples include proposals, bid strategy, nonpublic opportunities, pricing, margins, customer and supplier details, personnel information, designs, technical documents, security information, software, source code, inventions, product plans, and IntelliMaint architecture, datasets, models, and workflows. Each Party will disclose third-party information only when authorized to do so and will identify any additional restrictions before disclosure.



3 Exclusions

Confidential Information excludes information the Receiving Party can demonstrate by reliable evidence: (a) is publicly available without a breach of a confidentiality duty; (b) was lawfully known to it without restriction before disclosure; (c) is lawfully received from a third party without a confidentiality duty; or (d) is independently developed without using the Disclosing Party's Confidential Information. A combination is not excluded merely because individual elements are public.

4 Use and permitted recipients

The Receiving Party will use Confidential Information only for the Purpose and protect it with at least reasonable care and no less care than it uses for its own similar information. It will limit access and copies to what is reasonably needed, preserve confidentiality and ownership markings, and prevent unauthorized access, use, and disclosure.

Access is limited to its employees, officers, directors, and professional advisers who need the information for the Purpose and are bound by written obligations at least as protective as this Agreement or enforceable professional confidentiality duties (Representatives). Affiliates, proposed subcontractors, and other outside parties require the Disclosing Party's prior written approval and equivalent confidentiality obligations. The Receiving Party is responsible for its Representatives' compliance as if their acts were its own.

The Receiving Party will not reverse engineer, decompile, or disassemble nonpublic software, prototypes, or samples supplied under this Agreement without prior written consent, except to the extent applicable law does not permit that restriction. Approval of a disclosure does not authorize any use outside the Purpose.

5 Artificial intelligence and hosted services

Without the Disclosing Party's prior written consent, the Receiving Party will not input Confidential Information into a generative AI or large language model service, or use it to train, fine-tune, evaluate, or improve an AI model. Any consent must identify the approved service, use, access controls, retention, and training restrictions. Ordinary business storage and communication providers may process the information only as needed for the Purpose, under confidentiality and security obligations that prevent their independent use or model training. The Receiving Party remains responsible for these providers.

6 Security and incident notification

The Receiving Party will use reasonable access controls and secure storage and transmission appropriate to the information. It will notify the Disclosing Party without undue delay, and no later than 24 hours after discovering an actual or reasonably suspected unauthorized access, use, or disclosure of Confidential Information. Initial notice may contain the facts then known and must be supplemented as material facts become available.

The Receiving Party will promptly contain the incident, preserve relevant evidence, investigate, mitigate harm, and reasonably cooperate with the Disclosing Party. It will coordinate external notices where lawful. This clause does not delay a mandatory report or require prior approval for a protected disclosure under Section 8.



7 Government and other regulated information

This Agreement alone does not authorize access to or transfer of classified information, controlled unclassified information, export-controlled technical data, or other restricted information. Before sharing it, the Parties must establish the required authorizations and written project requirements for eligible recipients, approved systems and transfer methods, handling, and incident reporting. Classified information may be exchanged only through authorized government procedures. Applicable law, export restrictions, government contract requirements, and mandatory reporting deadlines remain controlling. Neither Party represents that signing this Agreement establishes a clearance, certification, or approved security environment.

8 Required and protected disclosures

If disclosure is required by a valid subpoena, court order, or other legal obligation, the Receiving Party may disclose only what is legally required. Where legally permitted, it will first give prompt notice and reasonable assistance, at the Disclosing Party's expense, to seek confidential treatment or other protection.

Nothing in this Agreement restricts lawful reporting to government authorities, cooperation with an investigation, or other legally protected communications, including reports of waste, fraud, or abuse concerning government contracts. Prior approval or notice to either Party is not required for those protected activities. Applicable classified-information and lawful handling requirements still apply.

Notice under 18 U.S.C. 1833(b): An individual, including a qualifying contractor or consultant, is immune from civil or criminal liability under federal or state trade secret law for a trade secret disclosure made in confidence to a federal, state, or local government official or an attorney solely to report or investigate a suspected legal violation, or made in a complaint or other filing under seal. An individual suing for employer retaliation for reporting a suspected violation may disclose the trade secret to counsel and use it in the proceeding if filings containing it are sealed and other disclosure occurs only under a court order. This notice does not authorize unlawful access to information.

9 Term and continuing duties

This Agreement covers disclosures during three years from the Effective Date, unless either Party ends that period earlier on 30 days' written notice. The use and nondisclosure duties continue for five years after expiration or termination. Trade secrets remain protected for as long as they qualify as trade secrets under applicable law. Expiration or termination does not excuse a prior breach or end duties that expressly survive or must continue to give effect to this Agreement.

10 Return and deletion

Within 15 business days after written request or the end of the Purpose, the Receiving Party will stop using and return or securely delete Confidential Information, including copies held by its Representatives, and certify compliance on request. It may retain only records required by law, one restricted archival copy for legal compliance or dispute purposes, and routine backups not reasonably capable of selective deletion. Retained information remains subject to the surviving duties, may not be used for business purposes, and must be deleted when the applicable retention basis ends or backups are overwritten in the ordinary course.



11 Ownership and information quality

The Disclosing Party and its licensors retain all rights in Confidential Information. No ownership, patent, copyright, trademark, or other license is granted except the limited right to use the information for the Purpose. This Agreement does not assign inventions or development results. Information is provided for evaluation without a warranty of accuracy or completeness; neither Party is required to disclose information. This provision does not excuse fraud or affect warranties in a separate signed agreement.

12 Independent business relationships

Neither Party is required to enter a transaction, award work, or reimburse the other's evaluation costs. No partnership, joint venture, agency, exclusivity, noncompetition, or restriction on hiring is created. Either Party may pursue opportunities independently without using or disclosing the other's Confidential Information in violation of this Agreement. A teaming, noncircumvention, work-share, or commercial commitment requires a separate written agreement. Neither Party may announce the discussions or use the other's name or logo publicly without prior written consent, except as required by law.

13 Remedies

Unauthorized use or disclosure may cause harm that monetary damages cannot adequately remedy. Either Party may seek injunctive or other equitable relief from a court with jurisdiction, subject to applicable legal requirements, in addition to available legal remedies. This Agreement does not guarantee relief, waive a required bond, or set a predetermined penalty. Attorney fees are recoverable only where authorized by applicable law or court order.

14 Governing law and forum

Florida law governs this Agreement, without applying its conflict-of-laws rules. Subject to mandatory law and Section 16, the Parties consent to exclusive jurisdiction and venue in the state courts in Osceola County, Florida, or, where federal subject-matter jurisdiction exists, the United States District Court for the Middle District of Florida, Orlando Division. Either Party may seek urgent protective relief in another court with competent jurisdiction.

15 Notices

Notices must be in writing and sent by email with affirmative acknowledgment of receipt (not merely an automated response), personal delivery, or a trackable courier with delivery confirmation. Notices are effective when received. Either Party may update its notice details by written notice. The Other Party's details appear on page 1.

CriticalWave notices: CriticalWave Energy Solutions LLC, Attn: Managing Director, 382 NE 191st St, #949689, Miami, FL 33179-3899 USA; info@criticalwave-es.com. For a Section 6 incident, sending prompt notice to the designated email is sufficient for the initial deadline, with reasonable follow-up to confirm receipt.



16 General terms

This Agreement and signed addenda contain the entire understanding for its Purpose. An existing signed agreement that governs the same information remains in effect and controls a direct conflict unless the Parties expressly agree otherwise in signed writing. A later agreement replaces these duties only to the extent it expressly addresses the same information and states the intended replacement. Website revisions do not amend a signed Agreement.

Changes and waivers must be in writing and signed by authorized representatives of both Parties. Neither Party may assign this Agreement without the other's written consent, except to a successor to substantially all of the relevant business that assumes these duties in writing and is not a direct competitor of the other Party. An invalid provision will be limited or severed to the extent permitted by law, leaving the remainder effective. The Parties consent to electronic signatures and counterpart copies, together constituting one agreement. Each signer represents authority to bind the identified Party.

Signatures

The Parties accept this Agreement through their authorized representatives.

CriticalWave Energy Solutions LLC	Other Party legal name
Signature	Signature
Printed name Pedro Antonio Ventura Jr.	Printed name
Title Managing Director	Title
Date	Date