

## **CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement (the “**Agreement**”), made effective as of 10<sup>th</sup> February 2025, by and between RWE Clean Energy Development, LLC, a Delaware limited liability company, whose address is 353 N. Clark St., 30<sup>th</sup> Floor, Chicago, IL 60654 (“**RWE**”) and AKLEAO TECHNOLOGIES INC, a company registered with company number 33- 2217194, with offices at 1 Glen Road Plz, Suite 17 West Lebanon, NH 03784 (“**Counterparty**”, and with RWE collectively, the “**Parties**” and each, a “**Party**”).

### **WITNESSETH:**

WHEREAS, RWE and Counterparty (either directly or indirectly through its or their Affiliates) are considering entering into, are entering into, or have entered into discussions relating to RWE’s proprietary knowledge, information and data shared in the development and use of the Turbulence Intensity Adjustment Comparison Tool, “TACT” connected to the Consortium for the Advancement of Remote Sensing (CFARS) (the “**Business Purpose**”);

WHEREAS, in connection with the Business Purpose, each Party may wish to disclose or has disclosed certain of its Confidential Information (as hereinafter defined) to the other Party; and

WHEREAS, each Party is willing to disclose its Confidential Information to the other Party for the specific Business Purpose, and on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** When used in this Agreement, the following capitalized terms shall have the meanings set forth below:

(a) “**Affiliate**” means any entity controlling, controlled by or under common control, where “control” is defined as any of the following: (i) the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity; (ii) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (iii) the power to exercise a controlling influence over the management or policies of the entity.

(b) “**Confidential Information**” means any information disclosed in connection with the Business Purpose regarding the present or future business or operations, finances, and/or technical or other records of the Disclosing Party or its Affiliates (x) including but not limited to any such information disclosed to the Disclosing Party by a third party under an obligation of confidentiality, or otherwise relating to information technology, patents, licenses, trade secrets or other intellectual property, technical information, data, designs, specifications, know-how, manufacturing techniques, manufacturing parameters, methods of application, engineering data, composition of materials, developments, plans, leases, landowner identities, surveys, supplier information, information pertaining to capital and other expenditures, forecasts, projections,

financial statements, financial information, and marketing information, (y) regardless of the form thereof and whether or not it is fixed in a tangible medium of expression, including but not limited to diagrams, drawings, maps, charts, letters, reports, studies, lists, graphs, magnetic tapes or discs or computer memory, and (z) any interpretations, translations, compilations, abridgments, derivations or copies thereof including but not limited to written notes or memorandum made by the Receiving Party or its Representatives that are based on, contain or reflect such information. Notwithstanding the foregoing, the term "Confidential Information" shall not include (i) any information already in the possession of the Receiving Party at the time of its disclosure by the Disclosing Party and not otherwise known by the Receiving Party to be subject to any confidentiality obligation, (ii) information in the public domain or generally available in the public at the time of its disclosure by the Disclosing Party, (iii) information which after disclosure by the Disclosing Party, falls into the public domain or becomes generally available to the public other than by breach of this Agreement by the Receiving Party, (iv) information disclosed to the Receiving Party which thereafter is disclosed to the Receiving Party by a third party and not otherwise known by the Receiving Party to be subject to any contractual, legal or fiduciary confidentiality obligation, or (v) information which is independently developed by or on behalf of the Receiving Party without reference to any Confidential Information of the Disclosing Party.

(c)     **"Disclosing Party"** means a Party who discloses Confidential Information.

(d)     **"Law"** means any applicable law, rule, regulation or judicial, governmental, administrative or regulatory authority, including but not limited to any interrogatory, request for information or documents, subpoena, deposition, civil investigative demand or other process.

(e)     **"Person"** means any individual, partnership, company, corporation, trust, governmental agency, or other entity of any kind.

(f)     **"Receiving Party"** means a Party to whom Confidential Information is disclosed.

(g)     **"Representatives"** means the advisors, agents, members, officers, directors, employees, attorneys, independent accountants, lenders, consultants, contractors, investors and/or other representatives of a Party or its Affiliates.

2.     **Use of Confidential Information.** Any disclosures made by or on behalf of Disclosing Party will be made in reliance upon the understanding that a confidential relationship exists between the Parties as set forth herein. Receiving Party agrees that, unless specifically authorized in writing by the Disclosing Party, it will not use the Confidential Information for any purpose other than to analyze, evaluate, negotiate, implement or complete the Business Purpose.

3.     **Protection and Dissemination of Confidential Information.** Receiving Party agrees to maintain the Confidential Information in confidence and not to disclose, distribute or disseminate the Confidential Information to anyone except (a) its Representatives who have a need to know the information for the purposes of analyzing, implementing or completing the Business Purpose, (b) in accordance with Section 8 below or (c) to the extent necessary to assert any right or defend against any claim arising as a result of any transaction or proposed transaction between

the Parties. Receiving Party agrees that it will treat such Confidential Information in the same manner as it treats like information of its own, but in all events it shall exercise at least a reasonable degree of care to prevent unauthorized disclosures of the Confidential Information. Disclosure of Confidential Information by the Representatives of Receiving Party to third parties in a manner inconsistent with the restrictions in this Agreement shall constitute a breach of this Agreement by Receiving Party. Without the prior written consent of the Disclosing Party, the Receiving Party will not, and will direct the Receiving Party's Representatives not to disclose to any other person that such Confidential Information has been made available, that discussions or negotiations are taking place concerning the Business Purpose, or any of the terms, conditions or other facts with respect to the Business Purpose, including the status thereof or the terms of this Agreement.

4. **Ownership of Confidential Information.** All Confidential Information shall be and remain the property of the Disclosing Party. Nothing contained in the Agreement shall be construed as granting or conferring any rights by license or otherwise in any patent, copyright, trademark, service mark or Confidential Information disclosed to any Party. Nothing in this Agreement obligates either Party to disclose any information to the other or creates any agency, partnership or joint venture relationship between them.

5. **No Obligations.** The furnishing of Confidential Information hereunder shall not obligate either Party to enter into any further agreement or negotiation with the other Party or to refrain from entering into an agreement or negotiation with any other Person. NEITHER THE DISCLOSING PARTY NOR ANY OF ITS REPRESENTATIVES MAKE ANY REPRESENTATIONS OR WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO THE RECEIVING PARTY; AND NEITHER THE DISCLOSING PARTY NOR ANY OF ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY HEREUNDER RESULTING FROM THE USE OF ANY OF THE INFORMATION (ONLY REPRESENTATIONS OR WARRANTIES MADE IN A DEFINITIVE AGREEMENT BETWEEN THE PARTIES SHALL HAVE LEGAL EFFECT); PROVIDED, HOWEVER, THAT EACH PARTY SHALL USE AT LEAST COMMERCIALY REASONABLE EFFORTS TO ENSURE INFORMATION EXPRESSLY PROVIDED FOR THE PURPOSES OF LEGALLY REQUIRED "KNOW YOUR CUSTOMER" AND ANTI-MONEY LAUNDERING DISCLOSURES IS ACCURATE. Each of the Parties shall bear its own costs and expenses (and those of its Representatives) associated with the furnishing, evaluation and return of Confidential Information and involving any subsequent discussion and negotiations concerning the Business Purpose. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE CONFIDENTIAL INFORMATION

6. **Term.** This Agreement shall terminate three (3) years after the Effective Date, provided that notwithstanding any such termination, (i) the Receiving Party's obligations of confidentiality with respect to the Confidential Information shall survive for a period of two (2)

years from the date of termination and (ii) the provisions for the enforcement of this Agreement shall survive indefinitely.

7. **Return of Confidential Information.** Upon the written request of Disclosing Party, Receiving Party agrees to promptly return to the Disclosing Party or destroy, at the Receiving Party's option, all written, machine readable or otherwise tangible Confidential Information received (including all copies thereof) and any summaries, memoranda, restatements or other materials prepared by or on behalf of the Receiving Party, or other work product of the Receiving Party and its Representatives to the extent they contain or use the Confidential Information (or, in the case of computer files and software, purge such files); provided, however, that Confidential Information may be retained by the Receiving Party and its Representatives to the extent that retention of such Confidential Information (x) is necessary to comply with the Receiving Party's or its Representatives' internal document retention policies aimed at legal, corporate governance or regulatory compliance, (y) stored in digital format that, notwithstanding purging, has not been permanently removed from the computer hard drive or other storage device provided that Receiving Party or its Representatives does not undelete, recover or otherwise resurrect such computer files and/or software after such purging, or (z) for the purpose of defending any claim related to this Agreement. Any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement. If requested by the Disclosing Party, the Receiving Party shall deliver a certificate signed by an appropriate officer of the Receiving Party, stating that the Receiving Party has complied in full with the terms of this Paragraph.

8. **Compelled Disclosure.** If Receiving Party or any of its Representatives is required by Law to disclose any Confidential Information ("Demand"), Receiving Party shall, to the extent legally permitted, promptly notify Disclosing Party of such Demand prior to making any disclosure so that Disclosing Party may seek, at its sole expense, an appropriate protective order or waive compliance with this Agreement. If a protective order or waiver is not obtained by the date that the Receiving Party or such Representative must comply with the Demand, the Receiving Party or such Representative may disclose only such portion of the Confidential Information as, in the opinion of its counsel, the Receiving Party or such Representative is legally compelled to disclose to comply with the Demand and shall give written notice to Disclosing Party of the information to be disclosed as far in advance of disclosure of the same as is reasonably possible and legally permissible. Upon the Disclosing Party's request in writing, Receiving Party and its Representatives will not oppose commercially reasonable action by the Disclosing Party to seek to obtain, at its sole expense, an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9. **Data Protection.** If and to the extent personal data is disclosed in connection with this Agreement, the Parties shall protect such personal data in accordance with all applicable data protection requirements, including but not limited to the General Data Protection Regulation (GDPR), if applicable, and/or national or state data protection laws.

10. **Nonassignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and permitted assigns; provided, however, that neither

Party may assign this Agreement in whole or in part, without the prior written consent of the other Party, except that each Party may assign this Agreement in connection with a sale of all or part of its assets or a merger or similar strategic transaction.

11. **Governing Law; Venue**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois (without regard to its conflicts of law provisions that would direct the application of the laws of another jurisdiction). Each Party hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the federal and state courts in Chicago, Illinois for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and each Party agrees not to commence any action, suit or proceeding relating thereto except in such courts, and further agrees that service of any process, summons, notice or document by U.S. registered mail or by express courier such as Federal Express to such Party's address set forth above shall be effective service of process for any action, suit or proceeding brought against such Party in any such court). The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the federal and state courts in Chicago, Illinois, and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

12. **Severability**. In the event that any one of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired by such a finding. The Parties understand, agree and acknowledge that (i) this Agreement has been freely negotiated by both Parties; and (ii) in any controversy, dispute or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall not be any inference, presumption, or conclusion drawn whatsoever against either Party by virtue of that Party having drafted this Agreement or any portion thereof.

13. **Waiver**. No waiver of any provisions of this Agreement shall be valid unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced. No valid waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement. No delay or omission by either Party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either Party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

14. **Equitable Relief**. The Receiving Party agrees that money damages would not be sufficient remedy for any breach of this Agreement by the Receiving Party and that, in addition to

all other remedies, the Disclosing Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for such breach, and each Party agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. This remedy is separate and apart from any other remedy the Disclosing Party may have. Should litigation be instituted to enforce any provision hereof, the Party that prevails will be entitled to recover all costs, including reasonable legal fees and costs.

15. **Notices.** All notices or other communications required to be given hereunder shall be in writing and shall be delivered (a) in person, (b) by recognized overnight delivery service or by certified or registered mail or (c) by email (so long as the sender did not receive a delivery failure notification), in each case to the address specified below (or to such other address as may be hereafter specified by a Party in accordance with the requirements of this Section) and each such notice shall be deemed to have been duly given: (i) at the time delivered by hand, if personally delivered, (ii) five (5) business days after being deposited in the mail, or (iii) when received, if sent by electronic mail, if received prior to 5:00 p.m., recipient's time, on a business day, or on the next business day, if received later than 5:00 p.m., recipient's time .

If to RWE:                   RWE Clean Energy Development, LLC  
Attn: Legal Department  
353 N. Clark Street, 30<sup>th</sup> Floor  
Chicago, IL 60654  
Attention: Senior Vice President and General Counsel  
E-mail: uslegal@rwe.com

If to Counterparty:       AKLEAO TECHNOLOGIES INC  
1 Glen Road Plz, Suite 17  
West Lebanon, NH 03784  
Attention: President  
E-Mail: cam@akleao.com

16. **Captions and Headings.** The captions at the beginning of each of the numbered sections are for reference purposes only and are of no legal force and effect.

17. **Counterparts.** This Agreement may be executed in one or more counterparts and by the different Parties in separate counterparts including facsimile or pdf copies, each of which when executed shall be deemed to be an original but as of which taken together shall constitute one and the same agreement.

18. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all prior agreements and any confidentiality or other similar provisions or agreements (whether in the form of a disclaimer, "click-through" or otherwise) with respect to the subject matter hereof, whether provided or agreed to by Receiving Party or any of its Representatives prior to the signing of this Agreement or during the term hereof, and may not be amended unless agreed to in writing by both Parties.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement the day and year first above written.

**AKLEAO TECHNOLOGIES INC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**RWE CLEAN ENERGY DEVELOPMENT,  
LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_