PRIVATE AND CONFIDENTIAL

Mutual Non-Disclosure Agreement

Reference NDA-2026-0417 · Effective 3 August 2026

FIRST PARTY — "KESTREL"

Kestrel Power Systems Ltd.
A private limited company incorporated in England and Wales
Reg. no. 09814477
Unit 6, Ridgeway Technology Park, Sheffield S9 1XA

SECOND PARTY — "NORDVIND"

Nordvind Energi AS
A private limited company incorporated in Norway
Reg. no. NO 921 447 332
Havnegata 18, 7010 Trondheim, Norway

The parties wish to explore a potential commercial relationship concerning the supply and integration of grid-scale battery storage systems (the "Purpose").

In the course of those discussions each party may disclose to the other information that it regards as confidential, and each party is willing to make such disclosures only on the terms of this agreement.

This agreement records the basis on which that information is disclosed, received and protected, and supersedes any prior understanding between the parties on the same subject matter.

Now therefore, in consideration of the mutual covenants below, the parties agree as follows.

1. Definitions and interpretation

1.1 **"Confidential Information"** means all information in any form disclosed by or on behalf of a party (the "Discloser") to the other (the "Recipient") in connection with the Purpose, whether marked confidential or not, including technical data, designs, source code, pricing, forecasts, customer lists, and the existence and contents of this agreement.

1.2 **"Permitted Recipients"** means the officers, employees, professional advisers and subcontractors of the Recipient who need to know the Confidential Information for the Purpose and who are bound by obligations of confidence no less onerous than those in this agreement.

1.3 **"Purpose"** means the evaluation and negotiation of a potential commercial relationship for the supply, integration and long-term maintenance of grid-scale battery storage systems, and any activity reasonably incidental to that evaluation.

1.4 **"Term"** means the period of three (3) years from the effective date shown above, save that the obligations in respect of any Confidential Information constituting a trade secret continue for so long as that information remains a trade secret.

2. Obligations of the Recipient

2.1 The Recipient shall keep the Confidential Information secret and confidential, and shall apply to it at least the same degree of care that it applies to its own confidential information, and in no event less than a reasonable degree of care.

2.2 The Recipient shall use the Confidential Information solely for the Purpose and for no other purpose whatsoever, and shall not commercially exploit it or use it to reverse engineer any product or process of the Discloser.

2.3 The Recipient may disclose the Confidential Information only to Permitted Recipients, and shall remain responsible for any act or omission of a Permitted Recipient that would breach this agreement if done by the Recipient.

2.4 The Recipient shall notify the Discloser in writing without undue delay, and in any event within five (5) business days, upon becoming aware of any unauthorised use, disclosure, loss or destruction of Confidential Information.

3. Exclusions

3.1 The obligations in this agreement do not apply to information that the Recipient can show by documentary evidence was already lawfully in its possession, free of any obligation of confidence, before disclosure by the Discloser.

3.2 Nor do they apply to information that is or becomes generally available to the public other than as a result of a breach of this agreement, or that is independently developed by the Recipient without use of or reference to the Confidential Information.

3.3 Where disclosure is required by law, by a court of competent jurisdiction or by a regulatory authority, the Recipient may make that disclosure provided it gives the Discloser as much prior notice as is lawfully practicable and discloses only the minimum required.

4. Return and destruction

4.1 On written request, and in any event on expiry or termination of the Term, the Recipient shall promptly return or securely destroy all Confidential Information and all copies, notes and derivative materials in its possession or control.

4.2 The Recipient may retain one archival copy to the extent required by law or by its bona fide internal document-retention policy, or where held on routine backup media that cannot reasonably be deleted; any copy so retained remains subject to this agreement.

4.3 The Recipient shall, if asked, certify in writing signed by an authorised officer that it has complied with this clause.

5. No licence, no warranty, no obligation to proceed

5.1 Nothing in this agreement transfers to the Recipient any right, title or interest in the Confidential Information, or grants any licence under any patent, copyright, database right, trade mark or other intellectual property right.

5.2 All Confidential Information is provided "as is". Neither party makes any representation or warranty as to its accuracy, completeness or fitness for any purpose, and neither party is liable to the other for any reliance placed on it.

5.3 Neither party is under any obligation to continue discussions, to enter into any further agreement, or to disclose any particular information, and either party may terminate the discussions at any time.

6. Remedies and general

6.1 Each party acknowledges that damages alone may not be an adequate remedy for breach of this agreement, and that the Discloser is entitled to seek injunctive relief or specific performance without the need to prove special damage.

6.2 No failure or delay by a party in exercising any right under this agreement operates as a waiver of that right, and no single or partial exercise precludes any further exercise of it.

6.3 If any provision of this agreement is held to be invalid or unenforceable, that provision shall be severed and the remainder shall continue in full force and effect.

6.4 Neither party may assign or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other, such consent not to be unreasonably withheld.

6.5 This agreement may be varied only by a document in writing signed by an authorised representative of each party. A person who is not a party has no right to enforce any term of this agreement.

7. Governing law and jurisdiction

7.1 This agreement and any dispute arising out of or in connection with it are governed by the laws of England and Wales.

7.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

7.3 This agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Signatures transmitted electronically are as effective as originals.

Executed by the duly authorised representatives of the parties on the dates shown below.

FOR AND ON BEHALF OF

Kestrel Power Systems Ltd.

A. Whitfield

Name **Alexandra Whitfield**

Title **Chief Operating Officer**

Date **3 August 2026**

Initials — Kestrel

FOR AND ON BEHALF OF

Nordvind Energi AS

E. Sandvik

Name **Erik Sandvik**

Title **Managing Director**

Date **3 August 2026**

Initials — Nordvind