



MUTUAL CONFIDENTIALITY AGREEMENT

THIS MUTUAL CONFIDENTIALITY AGREEMENT (the "Agreement") is made and entered into this ____, day of _____, 2026, is by and between Terra Supreme Battery LLC ("TSB"), an Indiana Limited Liability Company with offices in Albion, Indiana, and undersigned (the "Company"). TSB and the Company shall each be referred to herein as a "Party" or, in the aggregate, as the "Parties".

Recitals

WHEREAS, each Party hereto has acquired and/or developed confidential, proprietary information relating to its business, existing or proposed products, production techniques, marketing plans and strategies, know-how, test data, services, financial data, plans and strategies, prospects, plans, analyses, and other such information and material (all such information referred to as the "Confidential Information"); and

WHEREAS, each Party has expressed an interest in entering into discussions regarding a possible business transaction (the "Transaction") between the Parties, and in connection therewith, TSB and the Company anticipate exchanging certain confidential, non-public information and potentially legally protected information; and

WHEREAS, in order to undertake these discussions and considerations regarding a possible Transaction, each Party desires to provide appropriate protection for the confidential and non-public information to be provided to each other and to set forth in writing certain other agreements between them.

WHEREAS, in order to protect the Confidential Information and prior to providing such Confidential Information to the other Party, each Party requires a Confidentiality Agreement from the other Party; and

NOW, THEREFORE, in order to induce TSB and the Company to disclose such Confidential Information to each other, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Confidential Information

The Parties agree to disclose the Confidential Information to each other under the following conditions:

- (a) In connection with the Parties' analysis and consideration of a potential Transaction, TSB and the Company (and their various subsidiaries, affiliates, officers, directors, employees, agents, bankers financial partners, syndication participants, attorneys, accountants, advisers and others acting on their behalf (collectively, the "Representatives")) may furnish to each other and their Representatives (and may have already furnished to each other), either orally, in writing, by inspection or otherwise, certain non-public information, materials, and/or documents including, but not limited to, trade secrets or information, materials, and/or documents regarding their and their subsidiaries' and/or affiliates' businesses, assets, financial condition, operations, clients, and business prospects and plans (collectively, the "Confidential Information").
- (b) In consideration of furnishing each other with the Confidential Information, the Parties agree that the Confidential Information will be used solely for the purpose of exploring a possible Transaction between them and for no other purpose, and such Confidential Information will be kept secret and confidential by the recipient and its Representatives, and the recipient may disclose the Confidential Information (or portions thereof) only to those of its Representatives who need to know such information for the purpose of conducting discussions and evaluations regarding a possible Transaction and who have agreed to maintain the non-disclosure and confidentiality requirements of this Agreement.
- (c) Neither Party shall disclose the Confidential Information of the other Party, directly or indirectly, to any other person, firm, corporation, or other entity (other than to Representatives with a need to know and who receive such Confidential Information of the other Party subject to the same restrictions as are contained in this Agreement). Neither Party shall use the Confidential Information of the other Party for any purpose other than the evaluation of a Transaction as set forth herein and shall not use such Confidential Information to knowingly compete with the disclosing Party or to reproduce, redesign, reverse engineer, or manufacture products or equipment of the disclosing Party, to perform services relating to the products or equipment of the disclosing Party, or for its own benefit, except as expressly provided in this Agreement.
- (d) All information received hereunder from one Party to the other shall be considered Confidential Information, unless it falls within the exceptions set forth herein below. The obligations of confidentiality and non-use (and other obligations under this Agreement with respect to the Confidential Information) apply whether the Confidential Information is or is not marked or otherwise identified as confidential, proprietary, non-public or a trade secret.
- (e) The Parties agree to keep confidential the existence of this Agreement, the possible Transaction between the Parties and the disclosure of Confidential Information between the Parties until or unless the Parties mutually agree to any such disclosure.

- (f) The Parties agree not to remove, hide or obscure any proprietary markings of the disclosing Party.

2. Permitted Uses

The recipient Party agrees that it will only use the disclosing Party's Confidential Information for the purpose of determining the Parties' interest in pursuing a Transaction. No other rights or licenses are granted to the recipient Party in the Confidential Information.

3. Standards of Care

Each Party shall use at least the same degree of care, but no less than a reasonable degree of care, to avoid inadvertent disclosure or unpermitted use of the other Party's Confidential Information which it employs with respect to its own proprietary or confidential information and that it does not wish to have disseminated, published or disclosed.

4. Inapplicability of Restrictions

There shall be no restrictions under this Agreement with respect to any portion of the Confidential Information, which the recipient Party can establish through documentary evidence:

- (a) was known to or in the possession of the recipient Party at the time of its disclosure to the recipient Party;
- (b) was or becomes publicly available or known through no fault, wrongful act or omission of the recipient Party or of any affiliated company of the recipient Party;
- (c) was received by recipient Party from a third Party, without solicitation, such third Party having a bona fide right to do so, and not having any confidential relationship or obligation to the disclosing Party, and without breach of the restrictions contained in this Agreement;
- (d) was independently developed by the recipient Party, or any affiliated company of the recipient Party, without the use or benefit of the disclosing Party's Confidential Information or through a breach of this Agreement
- (e) was approved for release in writing by the disclosing Party; or
- (f) was required by law, court order or governmental agency to be disclosed.

In the event of a required disclosure under 4(f), the receiving Party shall, to the extent permitted by law, promptly notify the disclosing Party that production or disclosure has been ordered, to the extent permitted by law, and shall take all commercially reasonable steps and cooperate with the disclosing Party to limit disclosure of the Confidential Information. Notwithstanding anything contained in this Agreement to the contrary, neither receiving Party nor its Representatives shall be required to inform or notify the disclosing Party or any other person of any disclosure made to or requested by a bank examiner, regulatory examiner or self-regulatory examiner in the course of such examiner's examination, inspection or audit, and any such disclosure shall not be deemed a breach of this Agreement.

Confidential Information shall not be deemed to be in the public domain merely because any part of said Confidential Information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

5. Ownership

All Confidential Information delivered by either Party to the other Party pursuant to this Agreement shall be and remain the property of the disclosing Party.

6 Term and Termination

The term of this Agreement shall be three (3) years from the date of this Agreement unless earlier terminated by either Party upon written notice to the other. Notwithstanding the above, a Party's obligations of confidentiality as they pertain to Confidential Information which is also a Trade Secret, as that term is defined in the Uniform Trade Secrets Act shall remain in effect so long as the disclosing Party treats such information as a Trade Secret.

All such Confidential Information, and any copies thereof, shall be promptly returned to the disclosing Party upon receipt of a written request from disclosing Party. Any reports, analyses, notes, memos, summaries, or other documents prepared by the receiving Party that contain or reflect the disclosing Party's Confidential Information shall be destroyed, and such destruction shall be certified in writing by the receiving Party to the disclosing party. Receiving Party and its Representatives may retain copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by the receiving Party or its Representatives according to ordinary and customary record retention policy requirements of financial institutions, its audit and examination requirements, or as required by applicable law, provided that such Confidential Information or copies thereof shall be subject to an indefinite confidentiality obligations set forth herein until returned and/or destroyed, as the case may be.

7. Non-Circumvention

The Parties agree that, without the written consent of the disclosing Party, during the term of this Agreement and for a period of three (3) years following the termination of this Agreement:

- (a) The receiving Party shall not be entitled to contract directly with third parties which are similar to, or in competition with, the disclosing Party, outside of the ordinary course of business, for the purpose of circumventing the disclosing Party's interests in the Transaction or under this Agreement;
- (b) The receiving Party shall not enter into any transaction with any party introduced to it by the other Party, including clients, customers, vendors,

suppliers, or investors, for the purpose or with the effect of preventing the other Party from receiving the full benefit of the Transaction or this Agreement; and

- (c) The receiving Party shall not use any Confidential Information obtained under the terms of this Agreement to compete with, interfere with, or otherwise exploit relationships with third parties or the disclosing Party to the detriment of the disclosing Party's interest in the Transaction or this Agreement; and
- (d) The receiving Party shall not, in any other manner, directly or indirectly, circumvent or attempt to circumvent the terms of this Agreement or the disclosing Party's interest in the Transaction contemplated by this Agreement.

This non-circumvention obligation applies to (i) the possible Transaction, (ii) the Transaction, (iii) this Agreement, and (iv) any other opportunities or transactions that arise out of or relate to the receiving Party's receipt of the disclosing Party's Confidential Information.

8. Non-Solicitation

Each Party hereto agrees not to directly or indirectly hire or engage, or attempt to hire or engage, or in any way facilitate or assist a competitor to hire or engage, each other's employees involved in the discussions or presentations carried out under this Agreement for a period of five (5) years following such discussions or presentations. Nothing in this paragraph shall preclude a Party in good faith from considering and accepting an application from or hiring any individual who contacts the Party on his or her own initiative or in response to a published recruitment advertisement or a general mandate given to any recruitment consultant.

9. Injunctive Relief

The Parties recognize that the unauthorized disclosure of Confidential Information by a receiving Party hereunder may give rise to irreparable injury to the disclosing Party, inadequately compensable in damages, and that, accordingly, the disclosing Party may seek and obtain injunctive relief against breach of disclosure or use of Confidential Information by the receiving Party, in addition to any other legal remedies which may be available.

10. Miscellaneous

- (a) This Agreement shall be governed by, interpreted, and enforced in accordance with, the laws of the State of Indiana, irrespective of any conflicts of law rules or provisions.
- (b) This Agreement shall be binding upon the Parties, their successors, and assigns. Neither Party shall assign this Agreement, or any Confidential Information received from the other Party pursuant to this Agreement, without the other Party's prior written consent.

- (c) This Agreement, effective as of the date first set forth above upon execution by both parties below, sets forth the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendment, modification or waiver of this Agreement shall be in writing and executed by duly authorized representative of the Parties.
- (d) The Parties agree that in the event of litigation concerning this Agreement, the prevailing Party shall be entitled to recover attorney fees and costs from the other Party, as well as any other relief that may be granted.
- (e) The disclosing Parties make no representation or warranty of any kind regarding the Confidential Information disclosed hereunder.
- (f) The disclosing Party acknowledges that the recipient Party may develop information internally or receive information from other Parties that may be similar to the disclosing Party's Confidential Information.
- (g) If applicable, the recipient Party shall adhere to U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the disclosing Party to any proscribed country listed in the U.S. Export Administration Regulations, unless properly authorized in writing by the U.S. Government.

11. Entire Agreement

This Agreement, effective upon execution by both parties below, sets forth the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements, discussions, or understandings between the parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement without relying on any promise by another party that is not expressly set forth in this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

In witness whereof, the Parties have executed this Mutual Confidentiality Agreement to be effective on the date set above.

Terra Supreme Battery, LLC

Co Name _____

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____