

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “**Agreement**”) is made and entered into effective as of _____, 2026 (the “**Effective Date**”), by and between Dart Energy Storage, LLC, a Texas limited liability company (the “**Disclosing Party**”), and _____, a _____ (“**Recipient**”).

WHEREAS, Recipient has requested delivery of certain Confidential Information (as defined below) of the Disclosing Party for review and discussion of a potential transaction with the Company (the “**Proposed Transaction**”) related to the proposed project located at Maple Street, Abilene, Taylor County, Texas (the “**Property**”); and

WHEREAS, Disclosing Party desires to protect such Confidential Information, and only agrees to continue such discussions and deliver such Confidential Information upon the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. **Definition of Confidential Information.** The term “**Confidential Information**” shall mean any and all documents, materials, and any other information provided or otherwise made available to Recipient by, the Disclosing Party or pertaining to the Disclosing Party and/or the Property, and includes without limitation, the following types of documents, materials, and other information: (a) all documents, agreements, leases, instruments, reports, surveys, studies, plans, specifications, budgets, correspondence and information pertaining to the Disclosing Party, the Property, any vendor, service provider, or tenant of the Property, and/or the Proposed Transaction which are furnished or made available by or on behalf of the Disclosing Party or any of its employees, officers, directors, owners, agents, affiliates, representatives, consultants, vendors, service providers, brokers, legal counsel, accountants or other professional advisors, and/or their respective successors and assigns (collectively, the “**Representatives**”) to the Recipient or to any of its Representatives, whether furnished before or after the Effective Date, whether oral or written, and regardless of the manner in which it is furnished; (b) all financial information (including rent roll and delinquency reports), spread sheets, data, analyses, compilations, forecasts, studies, interpretations or other documents prepared or received by Recipient or its Representatives in connection with Recipient’ evaluation of the Proposed Transaction (including, without limitation, any of the foregoing that reflects or is based upon, in whole or in part, the information furnished to Recipient or its Representatives pursuant hereto); (c) all conversations, discussions and negotiations which have taken place, are taking place, or will take place concerning the Proposed Transaction between the Disclosing Party and/or any of its Representatives and the Recipient and/or its Representatives; and (d) all documents, agreements and instruments entered into by and between the Disclosing Party and/or any of its Representatives and the Recipient and/or its Representatives.

The term “Confidential Information” does not include any information which: (x) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of its disclosure by Recipient or its Representatives in breach of this Agreement); (y) was available to Recipient or its Representatives on a non-confidential basis prior to disclosure by the Disclosing Party; or (z) becomes available to Recipient or its Representatives on a non-confidential basis from a person who is not bound by a confidentiality agreement with the Disclosing Party or any of its Representatives. The Recipient shall have the burden of proving the applicability of any of the exceptions in subsections (x)-(z) above.

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2. Obligation of Confidentiality. Recipient (for itself and on behalf of its Representatives) agrees to hold in confidence and, except as provided herein, to not publish or disclose to any third party any of the Confidential Information without the prior written consent of the Disclosing Party. Recipient (for itself and on behalf of its Representatives) agrees to use the same degree of care (and in any event not less than reasonable care) to safeguard the existence and confidentiality of the Confidential Information that Recipient uses to protect its own secret and/or confidential information. Recipient agrees to limit any disclosure of the Confidential Information only to its Representatives who: (a) are actually engaged in, and need to know, the Confidential Information for the purpose of evaluating the Proposed Transaction; (b) have been informed of the confidential nature of the Confidential Information; and (c) have been advised that such Confidential Information is to be kept confidential in accordance with the terms of this Agreement, and shall not be used for any purpose other than as indicated in Section 3 below. Recipient agrees that it will cause its Representatives to observe all terms of this Agreement and that Recipient shall be solely responsible, jointly and severally, for any breach of this Agreement by Recipient or any of its Representatives. The terms of this Section shall survive a termination of this Agreement.

3. Use of Confidential Information; No Representations or Warranties. Recipient agrees to use the Confidential Information received from the Disclosing Party or any of its Representatives solely and exclusively to: (a) evaluate Recipient' interest, including the interest of any of its Representatives, in pursuing the Proposed Transaction; and (b) pursue the Proposed Transaction if the parties have agreed to do so. Recipient understands and acknowledges that neither the Disclosing Party, nor any of its Representatives makes, and they hereby disclaim, any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information. Recipient agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to Recipient or its Representatives from their review, use or reliance upon any of the Confidential Information or any errors therein or omissions therefrom. The terms of this Section shall survive a termination of this Agreement.

4. Termination of Access to Confidential Information; Return of Confidential Information. All Confidential Information generated for and/or delivered or otherwise made available to Recipient or any of its Representatives pursuant to the terms of this Agreement shall be the property of the Disclosing Party, and the Disclosing Party shall retain title to all of its Confidential Information following the termination of this Agreement. The Disclosing Party may elect in writing at any time to terminate further access to, or delivery of, Confidential Information to Recipient and its Representatives. Following any written request by Disclosing Party, or, in the absence of such a request, immediately upon the termination of this Agreement, Recipient agrees to promptly re-deliver (and/or cause Recipient' Representatives to promptly re-deliver) to the Disclosing Party or its legal counsel all written and electronic Confidential Information and any other written or electronic material containing or reflecting any of the Confidential Information in the possession of Recipient or any of its Representatives. In such event: (a) Recipient and its Representatives shall not retain any copies, extracts or other reproductions in whole or in part, mechanical or electronic, of such written or electronic material; (b) all computer records, documents, memoranda, notes and other writings whatsoever prepared by Recipient or any of its Representatives which are based on the Confidential Information will be destroyed; and (c) any such destruction shall be confirmed to Disclosing Party in writing. It shall be the Recipient burden and responsibility to ensure that all of Recipient's Representatives that received any Confidential Information comply with the obligations of this Section 4. The terms of this Section shall survive a termination of this Agreement.

5. Party Representative. As between the parties, unless otherwise agreed to in writing by an

authorized representative of the applicable party hereto, all communications to Disclosing Party or Recipient regarding this Agreement and the Proposed Transaction will be submitted or directed exclusively to the undersigned party representative at the address and email address noted below their respective signature lines. Recipient agrees that under no circumstances will Recipient or any of its

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Representatives discuss or otherwise communicate any aspect of the Proposed Transaction to the Disclosing Party's Representatives or any member of the management thereof, or attempt to inspect (including hiring inspectors) or visit the Property in any manner, or otherwise circumvent the Disclosing Party, without the prior written consent of the Disclosing Party. If and when the parties enter into a definitive agreement related to the Proposed Transaction, the terms of such agreement will govern and control the means and method of providing proper and effective notice to each party. For purposes of this Agreement, the term "definitive agreement" does not include an executed letter of intent or any other preliminary written agreement, nor does it include any oral acceptance of an offer or bid by Recipient or any of its Representatives. The parties agree that, (a) with respect to any notice to be provided to the Disclosing Party, such notice shall be in writing and submitted or directed to the undersigned representative of Disclosing Party at the address and email address noted below, and (b) with respect to any notice to be provided to Recipient, such notice shall be in writing and submitted or directed to the undersigned representative of the Disclosing Party at the address and email address noted below.

6. Required Disclosure. If Recipient or its Representatives are requested or required by subpoena, court order, or similar process to disclose any Confidential Information, the parties agree that Recipient and/or its Representatives (as applicable) will provide Disclosing Party with prompt notice of such request(s) so that the Disclosing Party may seek an appropriate protective order and/or waive Recipient' and/or its Representatives' (as applicable) compliance with the provisions of this Agreement. Recipient and/or its Representatives (as applicable) will cooperate with the Disclosing Party in any attempts the Disclosing Party may make to obtain a protective order or other appropriate assurance that confidential treatment will be afforded the Confidential Information. The terms of this Section shall survive a termination of this Agreement.

7. No License. Nothing contained herein shall be construed to grant to Recipient or its Representatives any immunity or license under any intellectual property right of the Disclosing Party.

8. Term. This Agreement shall terminate on the earliest to occur of: (a) one (1) year after the Effective Date; (b) three (3) days after delivery of written notice of termination by either the Disclosing Party or the Recipient to the other party; (c) the date agreed to in writing by the parties; (d) immediately upon the breach of this Agreement by Recipient or its Representatives; or (e) the date of closing and funding of the Proposed Transaction. Recipient and its Representatives obligations under this Agreement shall survive the termination of this Agreement.

9. No Violation. Recipient hereby represents and warrants that Recipient is not bound by, and will not be bound by, the terms of a confidentiality agreement or other agreement with a third party that would conflict with any of Recipient's duties or obligations under this Agreement. Recipient expressly acknowledges that the Disclosing Party is relying on the assurances given by Recipient that no confidentiality or other agreement will be violated in connection with the Recipient's performance under this Agreement.

10. Breach of Agreement; Remedies; Attorneys' Fees. Recipient acknowledges and agrees that the Confidential Information is a valuable trade secret of the Disclosing Party and that divulgence or

unauthorized access to or use of the Confidential Information will cause great and irreparable harm to the Disclosing Party. In the event of any breach or threatened breach of the provisions of this Agreement by Recipient and/or any of its Representatives, the Disclosing Party (for itself and on behalf of its Representatives) shall be entitled to equitable relief, including an injunction or specific performance (without prejudice to the rights and remedies otherwise available to the Disclosing Party and without the requirement of posting a bond or other security). Such remedies shall not be deemed to be exclusive remedies but shall be in addition to all other remedies available at law or equity to the Disclosing Party. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines that

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Recipient and/or any of its Representatives have breached this Agreement, then Recipient shall be liable for, and shall pay to the Disclosing Party immediately upon written demand therefor, the reasonable costs and expenses (including attorneys' fees) incurred by the Disclosing Party (including its Representatives) in connection with such litigation, including any appeal therefrom. The terms of this Section shall survive a termination of this Agreement.

11. General.

(a) This Agreement shall not be assigned by Recipient without the prior written consent of the Disclosing Party. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the parties.

(b) This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, without regard to its principles concerning the application of laws of other jurisdictions. Recipient irrevocably agrees that any legal proceeding in respect of this Agreement shall be brought in the district courts of the county in which the Property is located.

(c) No waiver, alteration or cancellation of any of the provisions of this Agreement shall be binding unless made in writing and signed by the party to be bound.

(d) The parties hereby represent and warrant that the officials signing this Agreement have the right, capacity and power to do so on behalf of the parties.

(e) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but such counterparts shall together constitute one and the same Agreement. For all intents and purposes hereof, signatures of this Agreement transmitted via facsimile or email shall be deemed original signatures.

(f) In the event that any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

(g) The failure or refusal of the Disclosing Party to insist upon strict performance of any provision of this Agreement or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such provision or right, nor shall such failures or refusals be deemed a custom or practice contrary to such provision or right.

12. No Binding Agreement. Notwithstanding anything in this Agreement to the contrary, neither party shall have any obligation to the other to commence or continue discussions or negotiations regarding the Proposed Transaction. Any agreement to proceed with the Proposed Transaction, or any other

transaction, will exist only if and when the parties enter into a separate written definitive agreement related to the Proposed Transaction. Except for the matters set forth in this Agreement, neither party shall be entitled to rely on any statement, promise, agreement or understanding, whether oral or written, any custom, usage of trade, course of dealing or conduct. The terms of this Section shall survive a termination of this Agreement.

13. Entire Agreement. This Agreement supersedes all prior oral or written agreements entered into by and between the parties hereto which were in existence on or before the Effective Date. No party has made any representations, warranties, covenants or promises relating to the subject matter of this Agreement, except as otherwise set forth herein, and any prior agreements or understandings relating

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to such subject matter and not specifically set forth herein shall be of no force or effect. This Agreement constitutes the entire agreement of the parties relative to the subject matter hereof.

14. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE PROVISIONS OF THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE A TERMINATION OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISCLOSING PARTY:

DART ENERGY STORAGE, LLC,
a Texas limited liability company

By:

Timothy I. Liles, Manager

Address:

8050 County Road 262
Clyde, Texas 79510
Email: ililes@dartenergystorage.com

RECIPIENT:

a _____

By:

Name:

Title:

Address:

Email: