MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ("***Agreement***") is entered into effective the ______ day of _________________, 2025, by and between **Association for Energy Affordability, INC.**, ("***AEA***") and _______________ ("***Company***"). AEA and Company may also be referred to collectively as the "***Parties***" or individually as a "***Party***" or "***Disclosing Party***" or "***Recipient***", as the case may be.

RECITALS:

A. AEA, on behalf of the Northern Region EBD Program ("EBD" or "Program") offered by the California Energy Commission ("CEC"), is administering a Request for Qualifications for Installation Contractors to support the Program ("RFQ") in order to assess the qualifications of Contractors for participation in EBD. Company is presently contemplating responding to the RFQ and will require receipt of certain Confidential Information from AEA, as described herein, in order to submit a response in accordance with the requirements of the RFQ and participate in the program if selected.

B. In connection therewith, each Party may be providing the other with certain Confidential Information (as defined in **Section 1**, below) which such Party considers to be of a proprietary nature or for other reasons protects from disclosure to third parties.

C. With the purpose and intention of protecting its business and property, each Party requires that the other approve and agree to be bound by the terms of this Agreement as a mandatory condition of either Party providing the other with access to the Confidential Information.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definition of Confidential Information. The term "***Confidential Information***" includes, among other things, product technical specifications (including, without limitation, testing results and data), business strategies, ideas, pricing for equipment, labor and measure pricing related to the Program, methods, recordings, formulae, notes, analyses, compilations, studies, interpretations or other documents prepared by Disclosing Party or its Representatives which contain, reflect or are based upon any information furnished to Recipient or its Representatives pursuant hereto. The term "Confidential Information" does not include information which: (i) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives, (ii) Recipient can sufficiently demonstrate was rightfully within Recipient's possession prior to its being furnished by or on behalf of Disclosing Party pursuant hereto, (iii) becomes available to Recipient on a non-confidential basis from a source other than Disclosing Party, or (iv) is developed independently by Recipient without reliance on the Confidential Information.

As used herein, "***Representatives***" shall mean, with respect to any person, such person's directors, officers, employees, agents, advisors (including, without limitation, attorneys, accountants and consultants).

2. Legally Required Disclosures. In the event Recipient or any of its Representatives is required by law, stock exchange rule or court order to disclose any of the Confidential Information concerning the Disclosing Party, the Recipient shall, prior to making any such disclosure, provide the Disclosing Party with prompt written notice of such requirement (together with a copy of the material proposed to be disclosed) and shall cooperate with the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or, if it so elects, waive compliance with certain terms of this Agreement. In the event that such protective order or other remedy is not obtained, or the Disclosing

Party waives compliance with the provisions hereof, the Recipient or its Representatives, as the case may be, may disclose only that portion of the Confidential Information that the Recipient is advised by counsel is legally required to be disclosed and shall exercise all reasonable efforts to obtain assurance that confidential treatment will be accorded the information so disclosed.

3. Use of Confidential Information. Recipient agrees that it shall keep the Confidential Information confidential and use it solely for the purpose of developing and submitting a response to the RFQ.

4. Standard of Care. Recipient agrees to use the same care and discretion to avoid disclosure, publication or dissemination of Disclosing Party's Confidential Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate. Notwithstanding the foregoing, Recipient may: (i) make any disclosure of such information to which Disclosing Party gives its prior written consent, and (ii) disclose any such information to Recipient's Representatives who need to know such information for the purpose of evaluating a possible transaction(s) with Disclosing Party and who agree for the benefit of Recipient and Disclosing Party to keep such information strictly confidential.

5. Duration of Confidentiality Obligation. Confidential information disclosed pursuant to this Agreement shall be subject to the terms of this Agreement for so long as such information is considered by Disclosing Party to be confidential, proprietary or otherwise a protectable trade secret.

6. Nondisclosure of Relationship or Possible Transaction. Recipient agrees that, without the prior written consent of Disclosing Party, Recipient shall not disclose to any person or entity the fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning a possible transaction(s) involving the parties hereto, or otherwise disclose any of the terms, conditions or other facts with respect hereto, including but not limited to the status hereof.

7. Return or Destruction of Confidential Information. If either Party decides that it does not wish to proceed with a transaction with the other, it shall promptly give notice of that decision in writing. In that case, or at any time upon the written request of Disclosing Party for any reason, Recipient shall promptly deliver to Disclosing Party (or, alternatively, destroy) all Confidential Information (and all copies thereof) furnished to Recipient by or on behalf of Disclosing Party pursuant hereto and will destroy promptly all copies of any analyses, compilations, studies or other documents, records or data prepared by it or its Representatives which contain or otherwise reflect or are generated from the Confidential Information pursuant to this Agreement. Notwithstanding the return of the Confidential Information, Recipient shall continue to be bound by its obligations of confidentiality and other obligations hereunder. Additionally, the Recipient will certify to the Disclosing Party in writing that any such destruction has been accomplished.

8. No License. Each Party agrees that the other Party does not grant to it any license to work, modify, copy, disclose, any patent and/or intellectual property rights owned by that Party ("***IP Rights***"). Each Party shall retain exclusive ownership of its own IP Rights. Title to and ownership of any technological advance, modification, improvement, enhancement, which may be developed by either Party under its own IP Rights, shall belong to that Party exclusively.

9. No Representations or Further Obligations. Disclosing Party warrants that it has the right to make the disclosures to be made by it under this Agreement. All disclosures made hereunder are at the sole discretion of Disclosing Party. It is understood that this Agreement does not obligate the Recipient or Disclosing Party to enter into any further agreements or to proceed with a possible business relationship or other transaction. Disclosing Party does not make any covenants, warranties or representations with respect to the accuracy or completeness of any Confidential Information disclosed hereunder, and Disclosing Party shall have no liability to the Recipient arising out of the use of Confidential Information supplied under this Agreement.

10. Securities Laws. The Parties hereby acknowledge that they are aware, and that each Party will advise its respective Representatives who are informed as to the matters that are the subject of this Agreement, that the United States securities laws do, and other applicable laws may, prohibit any person who has material, non-public information concerning a Party from purchasing or selling securities of such Party or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell the securities of such Party. The Parties agree that they will not use or cause any other person to use, and that they will each use reasonable efforts to assure that none of their respective Representatives will use or cause any other person to use, any Confidential Information in contravention of the United States securities laws.

11. Notices. All notices to be given to a Party hereunder shall be in writing and delivered personally, by overnight courier or certified mail, return receipt requested, as follows:

To AEA:	To Company:
AEA, Inc.	____________________________
5900 Hollis St, Suite R2.	____________________________
Emeryville, CA 94608	____________________________
Attn: Andrew Brooks	Attn:______________________

12. General Provisions.

a. No Assignment. Recipient may not assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent. Any attempt to do so shall be void.

b. No Waiver. No failure or delay by Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

c. Equitable Remedies. Recipient understands and agrees that money damages would not be a sufficient remedy for any breach of this Agreement on the part of Recipient and that Disclosing Party shall be entitled to equitable relief, including but not limited to injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws principles or rules.

e. Waiver of Right to Trial by Jury. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT THEY MAY HAVE TO TRIAL BY JURY OF ANY

CLAIM OR CAUSE OF ACTION, OR IN ANY LEGAL PROCEEDING, DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT.

f. Arbitration. All disputes between the Parties arising out of, or in connection with, the validity, interpretation, construction, meaning, execution or breach of this Agreement or any settlement thereof, shall be finally settled by final and binding arbitration to be held in San Francisco, California, and conducted in accordance with the Rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

g. Execution in Counterparts. This Agreement may be executed in counterparts each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

h. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and no modification or amendment of this Agreement or of the terms and conditions hereof shall be binding upon either of the parties unless signed by both parties.

i. Severability. The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

[Signatures on following page]

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized and empowered agents to execute this Agreement effective as of the date first above written.

AEA:

AEA, INC.

By:____________________________________

Name: Andrew Brooks

Title: Senior Director, AEA West

COMPANY:

____

By:____________________________________

Name:__________________________________

Title:___________________________________