

POWERLANEIQ INC.

Mutual Confidentiality and Nondisclosure Agreement

Florida governing law. Volusia County venue. Fill names and dates on the execution page.

Parties

This Mutual Confidentiality and Nondisclosure Agreement ("Agreement") is entered into as of the date written by the Parties on the execution page, by and between: Disclosing/Receiving Party A: PowerlaneIQ Inc. ("PowerLaneIQ"), a company domiciled in the State of Florida. Disclosing/Receiving Party B: the individual and, if named, the company identified on the execution page (the "Consultant" or "Recipient"). Each is a "Party" and together the "Parties." "Disclosing Party" refers to either Party when disclosing information and "Recipient" refers to either Party when receiving information.

Purpose

The Parties are prepared to furnish confidential information under this Agreement for the purpose of evaluating a potential partnership, engineering collaboration, and infrastructure strategies related to PowerLane's in-motion inductive vehicle charging work (the "Relationship"), energy distribution and vehicle-to-infrastructure communications (the "Strategies"), and the PowerLaneIQ solar-to-hydrogen briefing and C-01 vault (together, the "Purposes"). The briefing is a first-person description of method. It is not a stamped drawing set, not a performance guarantee, and not an offer of securities.

1. Definitions - Confidential Information

Confidential Information means all proprietary or nonpublic information disclosed by one Party to the other in any form, including the PowerLaneIQ narrated briefing, source papers, schematics, narration paper, C-01 vault, executed-original hash log, and any oral discussion of the same. It includes, by description and without incorporating operating numbers: (a) in-motion wireless power transfer in an embedded trench, solenoid-core assemblies, staged inductive transfer, spatial field control, multi-receiver routing, Helmholtz-style coil layout, adaptive receiver tuning across air gaps and vehicle classes, ferrite and ceramic shielding, beacon positioning and LiDAR used with those protocols, and related firmware or control analogies; (b) the solar-to-hydrogen method shown in the briefing: a cold hydronic rail and a warm hydronic rail; a heat-recovery chiller between them; photovoltaic string-array cooling that returns heat to the process instead of dumping it; sidestream and primary/secondary decoupling so stack jackets and panel loops do not fight; (c) independent PEM electrolysis stacks treated as current sources, liquid knockout and membrane differential-pressure hold per skid, check-valve isolation onto a shared collector (the Faraday-OR), and a shared balance of plant - dryer, receiver, compressor - with redundancy described at the dryer rather than at each stack; (d) capture and storage of oxygen as fuel-cell feedstock rather than venting, and recombination of hydrogen and oxygen in a fuel-cell pack; (e) tubular PEM cell geometry (screen, membrane, center cathode, rolled anode, clear outer jacket) packed as a straw bundle, and a large-diameter honeycomb or polygonal-tube recombiner as an ored collection point of equal interior edges; (f) solar-heated, deionized, degassed feedwater so the electrolyzer is specified without a fossil boiler; (g) telemetry, overnight dispatch, and staged scale-up of a networked collection rather than a single appliance; (h) behind-the-meter siting next

to a third-party hydrogen plant, grid-interconnect queue avoidance as a commercial description, and any named site used only as an example among many; (i) C-01 splitter and re-combiner architecture, power-envelope discussion, and any drawing or narrative unlocked after execution. Confidential Information includes know-how, processes, trade secrets, financial models, customer and vendor identities, and the fact of a counterpart's execution. It does not include the specific numerical targets, current densities, voltages, temperatures, lengths, counts, or kilowatt bands spoken or printed as planning estimates - those estimates are not warranties - but it does include the methods, topologies, and combinations that produce them. Confidential Information does not include information that (i) is publicly available without breach, (ii) is lawfully obtained from a third party not bound by confidentiality, (iii) was already lawfully in the Recipient's possession, or (iv) is independently developed without use of Disclosing Party's information.

1(b)-(d) Technology

Project Technology includes all Confidential Information and Intellectual Property Rights jointly developed during discussions, modeling, or field implementation of PowerLane technologies or any related innovation or infrastructure alignment. PowerLane Technology includes all confidential assets, software, hardware, patents, documentation, and data developed prior to or independently of this Agreement. Consultant Technology refers to proprietary systems or frameworks owned or developed by the Consultant and not derived from PowerLane materials.

1(e) Briefing coverage

The PowerLaneIQ presentation is within the scope of Confidential Information as description of method, including without limitation the chapters titled Prologue, The Neighbor, The Queue, Two Rails, The Cascade, Silicon, The Collection, Primary/Secondary, Sidestream, Current Sources, Shared BOP, Our Oxygen, The Tube, Feedwater, Telemetry, Overnight, Stage One, and The Stages, and the C-01 vault titled Splitter and Re-combiner. Coverage is of the topologies, sequences, and combinations described. Planning estimates spoken in those chapters are not warranties and are not copied into this Agreement as data.

2. Use and Protection

The Recipient agrees: not to use Confidential Information for any purpose other than evaluating or executing the Purposes; not to disclose Confidential Information to any third party without written consent; to restrict disclosure to employees, officers, advisors, or subcontractors who have a need-to-know and are bound by confidentiality obligations; and not to reverse engineer, copy, or create derivative works from Confidential Information.

3. Ownership and Return

(a) All Confidential Information remains the property of the Disclosing Party. No license or ownership is

conferred. (b) All Project Technology developed jointly will be presumed to belong to PowerLane, unless an alternative ownership arrangement is agreed to in writing, including contributions considered works for hire. Consultant hereby assigns any rights developed as part of the collaboration under this Agreement to PowerLane. (c) Upon termination or request, all Confidential Information shall be returned or destroyed. Written certification of destruction must be provided upon request.

4. Legal Disclosure

If disclosure is required by law, Recipient must notify Disclosing Party prior to compliance and limit disclosure to that which is legally required. All reasonable steps must be taken to maintain confidentiality.

5. Remedies and Enforcement

The Parties acknowledge that breaches may cause irreparable harm. The Disclosing Party is entitled to injunctive relief, equitable remedies, and recovery of legal costs including attorneys' fees.

6. Term and Termination

This Agreement shall commence upon the last date written on the execution page and continue for five (5) years unless terminated earlier. Confidentiality obligations survive for ten (10) years after termination.

7. Governing Law

This Agreement shall be governed and construed under the laws of the State of Florida, USA. Exclusive jurisdiction and venue shall reside with the state and federal courts located in Volusia County, Florida. The Parties consent to that venue. Kansas is not the governing law.

8. Miscellaneous

Any modification must be in writing and signed by both Parties. This Agreement supersedes all prior oral or written agreements relating to the subject matter. If one clause is invalid, the rest remain in effect. Delivery of an executed original to the NDA desk, and SHA-256 of that file as a C-01 vault key, may be used in addition to wet-ink counterparts. They do not replace the signatures and dates written on the execution page.

Document control

Form id: PowerLane-NDA-20250628-0cbdc2b. Revision: fill date of this form. Party A signatory: name, title, and date to be written on the execution page. Party B: name, company (if any), and date to be written on the execution page. Executed originals: NDA desk as designated by PowerLane.

Execution

This page is the signature block. Fill every blank. Party A is PowerlaneIQ Inc., domiciled in Florida, venue Volusia County. Party B is the recipient named below. Ink or a legally valid electronic signature on the line is the signature. Dates must be written by the signer. A later SHA-256 of the executed file may unlock C-01; it does not replace this page.

Party A

Party B

Name: _____

Title: _____

Date: ____ / ____ / ____

Name: _____

Company: _____

Date: ____ / ____ / ____

Reserved for ink on the lines above. Write the date of signing. Do not pre-print signer names.