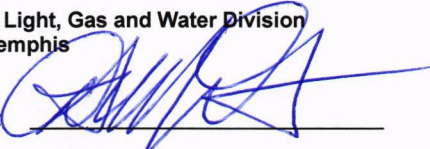
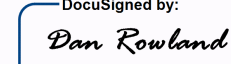


Confidential

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**") is effective as of the date of the last signature affixed hereto ("**Effective Date**") and is entered into between CTC Property LLC and the individual or organization specified in the table below:

Memphis Light, Gas and Water Division City of Memphis Signature:  Name: Doug McGowen Title: President & CEO Date: 5/28/2024 Contact Information: 220 South Main Memphis, TN 38103	CTC Property LLC DocuSigned by:  Signature: E23BD9AC69B5472... Name: Dan Rowland Title: Authorized Representative Date: 6/3/2024 Contact Information: POB 491727 Los Angeles, CA 90049 legal@colossusx.com
--	---

1. **Purpose.** The parties desire to protect the confidentiality of certain confidential information of each party to be disclosed under this Agreement solely for use in evaluating or pursuing a potential business relationship between the parties or fulfilling the objectives of such business relationship ("**Permitted Use**").

2. **Definition.** "**Confidential Information**" means information disclosed by a party ("**Disclosing Party**"), after the effective date of this agreement, including its agents, consultants, and professional advisors to the other party ("**Receiving Party**"), including but not limited to, trade secrets, techniques, models, inventions, know-how, processes, sketches, algorithms, data, software, hardware, terms of agreements, negotiations or proposals, financial, business, user, sales or technical information, and such other information disclosed (a) in written or other tangible form and marked "Confidential" or with words of similar import, or (b) orally or visually and identified as confidential or proprietary information at the time of disclosure.

3. **Non-Use and Non-Disclosure Obligations.** Subject to Section 5, the Receiving Party agrees that it will hold in strict confidence and not disclose the Confidential Information to any individual or third party except to the Receiving Party's Affiliates and its and their respective employees, directors, officers, potential sources of financing, independent contractors, agents, consultants, and professional advisors (collectively, "**Authorized Recipients**") who have a need to know or as expressly approved in writing by the Disclosing Party, and will use the Confidential Information for no purpose other than the Permitted Use. The Receiving Party will also protect the Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own confidential information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information to only those Authorized Recipients having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein. The Receiving Party will not modify, reverse engineer, disassemble, or decompile the Confidential Information, unless otherwise authorized in writing by the Disclosing Party. The Receiving Party will not reproduce the Confidential Information in any form except as required for the Permitted Use. Any reproduction by a Receiving Party of any Confidential Information will remain the property of the Disclosing Party and will contain all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party. The Receiving Party shall be responsible for any unauthorized use or disclosure of Confidential Information by its Authorized Recipients. The Receiving Party will promptly notify the Disclosing Party in writing upon discovery of any loss or unauthorized disclosure of Confidential Information and cooperate with the Disclosing Party to investigate and mitigate any adverse effects.

4. **No Publicity.** Each party agrees that it may not make any public disclosures relating to the existence or terms of this Agreement or use the other party's name in any publication, promotional material, or other written or oral statement for public distribution, except with the other party's prior written consent or as may otherwise be required by law, rule or regulation.

5. **Exceptions.** The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information: (a) is or becomes publicly known through no wrongful act or omission of the Receiving Party, (b) is rightfully communicated to the Receiving Party from a third party without obligation of confidentiality, (c) is approved for release by written authorization of the Disclosing Party, (d) is already in the possession of, or lawfully known by the Receiving Party at the time of disclosure by the Disclosing Party, or (e) was developed by the Receiving Party independently and without the use of any Confidential Information. The Receiving Party may disclose certain Confidential Information, without violating the obligations of this Agreement, to the extent such disclosure is required by applicable law, regulation or a valid order of a court or other governmental body having jurisdiction, provided that the Receiving Party: (x) provides the Disclosing Party with reasonable prior written notice of such disclosure (to the extent legally permitted), (y) gives the Disclosing Party an opportunity to challenge or limit the disclosure requirement or seek an appropriate protective order, and (z) reasonably cooperates with the Disclosing Party to narrow the scope of such disclosure to only that portion of the Confidential Information that is necessary to fulfill the order or requirement. Notwithstanding anything herein to the contrary,

the Receiving Party or any Authorized Recipients of the Receiving Party to whom the Receiving Party has transmitted Confidential Information may disclose Confidential Information in the course of routine audit or regulatory or federal examinations, or in connection with a blanket document request from a regulatory or governmental entity that does not reference the Disclosing Party, without providing notice to the Disclosing Party.

6. Return or Destruction. Upon written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information, provided, however, that the Receiving Party may retain and use such Confidential Information if and to the extent permitted by a license or similar right under a separate agreement. Notwithstanding the foregoing, each party shall be permitted to retain copies of the other party's Confidential Information solely for archival, audit, legal and/or regulatory purposes, provided that any Confidential Information so retained will: (a) remain subject to the obligations and restrictions contained in this Agreement and (b) in a manner consistent with the retaining party's routine document retention policies and procedures.

7. No Implied Right or Relationship. Confidential Information is and shall remain the sole property of the Disclosing Party, and no license or other right to Confidential Information or intellectual property is granted or implied in this Agreement or by any disclosure. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either party to enter into any further agreement with the other, license any products or services to the other, or to require either party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the parties.

8. Term. The term of this Agreement will begin on the Effective Date and expire upon the earlier of (i) two years thereafter, or (ii) the date that the parties hereto enter into a written definitive agreement with confidentiality obligations regarding the Permitted Use. Either Party may terminate this Agreement at any time upon provision of thirty (30) days prior written notice to the other Party. Unless otherwise agreed to in writing by the Parties, the obligations with respect to the non-use, non-disclosure, and protection of the Confidential Information received prior to the termination of this Agreement shall survive any expiration or termination of this Agreement for a period of five (5) years from the date of any such termination. Notwithstanding the foregoing, the obligations with respect to the non-use, non-disclosure, and protection of the Confidential Information which shall also constitute a trade secret shall survive any expiration or termination of this Agreement indefinitely. Each Party shall comply with all applicable export laws and regulations as they pertain to the use and disclosure of its Confidential Information.

9. No Warranty. The Disclosing Party is providing the Confidential Information on an "AS IS" basis for use by the Receiving Party at its own risk. The Disclosing Party disclaims all warranties, whether express, implied or statutory, including as to accuracy, performance, completeness, or suitability.

10. Affiliate. "Affiliate" means an entity which either controls or is controlled by a party or is under common control with a party, where "control" means the power to direct or cause the direction of an entity's management and policies through ownership or control of at least 50% of its voting securities or ownership interest.

11. Governing Law; Jurisdiction and Venue. This Agreement is governed by the laws of the State of Tennessee without regard to conflict of laws principles. The exclusive venue for any judicial action arising out of or relating to this Agreement will be the state courts in Shelby County, Tennessee, or the Western District of Tennessee federal court, and the parties hereby irrevocably consent to the exclusive jurisdiction and venue of such courts.

12. Remedies. Each party acknowledges that its breach of this Agreement may cause irreparable damage to the other party and hereby agrees that the other party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. Miscellaneous. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by all parties. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. This Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the parties signed a single original. A facsimile of an original signature or electronically signed version transmitted to the other party is effective as if the original was sent to the other party. Any notice required or permitted by this Agreement shall be made in writing and be deemed delivered upon verification of delivery to the other party. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees. The person executing this Agreement on behalf of each party represents that they have the requisite legal authority to enter into this Agreement on behalf of the party and bind the party to the terms and conditions of this Agreement and each party understands that the other party is relying on this representation in entering into this Agreement.