

MUTUAL NON-DISCLOSURE AGREEMENT

VIA TERRA SAS · POWERED LAND · EMEA

This Mutual Non-Disclosure Agreement (the “Agreement”) is entered into between:

Via Terra SAS, a French société par actions simplifiée, having its registered office at 59 rue de Courcelles, 75008 Paris, France, represented by **Blanka Thibaud**, Founder (“Via Terra”);

and

Company: _____ **Registered office:** _____
Represented by: _____, in
the capacity of _____ (the “Counterparty”),
each a “Party” and together the “Parties”.

1. Purpose

The Parties wish to exchange information in connection with the evaluation of powered land and data center site opportunities, including site specifications, teasers, briefs, grid connection data, commercial terms and contact details (the “Purpose”).

2. Confidential Information

“Confidential Information” means any information disclosed by one Party to the other, in any form, relating to the Purpose, including technical, commercial, financial and legal information, site locations and identities, documents, data and the existence and content of the Parties' discussions, whether or not marked as confidential.

3. Obligations

Each Party shall: (a) keep the other Party's Confidential Information strictly confidential and protect it with at least the same degree of care it applies to its own confidential information, and no less than reasonable care; (b) use it solely for the Purpose; (c) disclose it only to its employees, officers and professional advisers who need to know it for the Purpose and who are bound by confidentiality obligations at least as protective as this Agreement; and (d) not disclose it to any third party without the prior written consent of the disclosing Party.

4. Exclusions

Confidential Information does not include information which: (a) is or becomes publicly available other than through a breach of this Agreement; (b) was lawfully known to the receiving Party before disclosure; (c) is lawfully received from a third party without breach of any confidentiality obligation; (d) is independently developed without use of the Confidential Information; or (e) must be disclosed by law or by a court or regulatory authority, provided the receiving Party gives prior notice to the disclosing Party where legally permitted.

5. No Licence, No Obligation

No right, title or licence in or to any Confidential Information or intellectual property is granted under this Agreement. Nothing in this Agreement obliges either Party to enter into any further agreement or transaction.

6. Personal Data

Where Confidential Information includes personal data, each Party shall process it in accordance with Regulation (EU) 2016/679 (GDPR) and applicable French data protection law, solely for the Purpose, and shall delete it upon written request of the other Party.

7. Return or Destruction

Upon written request of the disclosing Party, and in any event at the end of the discussions, the receiving Party shall promptly return or destroy all Confidential Information and copies thereof, subject to legal retention obligations and automatic IT back-ups.

8. Term

This Agreement takes effect on the date of last signature and remains in force for two (2) years. The confidentiality obligations survive for three (3) years from each disclosure of Confidential Information.

9. No Warranty, Liability

Confidential Information is provided “as is”, without any warranty as to its accuracy or completeness. Each Party remains liable for any breach of this Agreement by itself or by the persons to whom it discloses Confidential Information.

10. Governing Law and Jurisdiction

This Agreement is governed by French law. Any dispute arising out of or in connection with it shall be submitted to the exclusive jurisdiction of the competent courts of Paris, France.

11. Miscellaneous

This Agreement constitutes the entire agreement of the Parties on its subject matter and may only be amended in writing. It may be signed in counterparts, including by electronic signature, each of which constitutes an original.

For Via Terra SAS

Name: **Blanka Thibaud**

Title: Founder

Date: 15 July 2026

Signature:

Blanka Thibaud

For the Counterparty

Name: _____

Title: _____

Date: _____

Signature:

Template provided by Via Terra SAS for convenience. It does not constitute legal advice; each Party should have it reviewed by its own legal counsel. Contact: Blanka@via-terra.eu.