

CELERO ENERGY

Non-Disclosure Agreement

Project-specific · Investor data room access

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Governed by the laws of England & Wales

Confidential

Project details (to be completed by Celero):

Project name

[Insert project name]

Project location

[Insert country and region]

Technology

[Solar PV / Wind / BESS / Hybrid]

Capacity

[Insert MW]

Celero project ID

[Insert project ID from platform]

NDA issue date

[Insert date]

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into between:

Celero Energy

Celero Energy Ltd, a company incorporated in England and Wales (company number: [to be inserted]), acting as marketplace intermediary and custodian of the Confidential Information ("Celero").

The Recipient

The investor, financier, or strategic acquirer named in the signature block below who has been granted access to the data room for the Project ("Recipient").

The Recipient wishes to evaluate the Project for potential investment, financing, or acquisition purposes. In connection with such evaluation, Celero is prepared to grant the Recipient access to certain confidential information about the Project on the terms set out in this Agreement.

By signing this Agreement or accessing the Celero data room, the Recipient agrees to be bound by its terms.

1. Definitions

Confidential Information

All information relating to the Project disclosed to the Recipient by Celero or the project developer through the Celero data room or otherwise in connection with the Recipient's evaluation of the Project, including but not limited to: technical data, yield assessments, energy production models, single line diagrams, bills of quantities, EPC contracts, grid connection studies, land title documents, financial models, offtake agreements, permitting documents, environmental and social impact assessments, and any other business, technical, operational, or financial information, whether in written, electronic, oral, or any other form.

Permitted Purpose

The evaluation of the Project by the Recipient for the sole purpose of assessing a potential investment, financing, or acquisition of the Project or the project-owning entity.

Permitted Recipients

The Recipient's employees, directors, officers, professional advisers (including legal counsel, financial advisers, and technical consultants), and financing parties who need to know the Confidential Information for the Permitted Purpose and who are bound by obligations of confidentiality no less stringent than those in this Agreement.

Project Developer

The developer of the Project whose project is listed on the Celero Platform and whose Confidential Information is contained in the data room.

Protected Period

The period of 36 months commencing on the date of this Agreement.

Transaction

Any agreement, arrangement, or understanding between the Recipient and the Project Developer — or any affiliate or successor of the Project Developer — that results in the transfer of equity, provision of debt finance, acquisition of project assets, execution of a power purchase agreement, or any other commercial arrangement of material value in connection with the Project.

2. Confidentiality obligations

1. The Recipient agrees to keep all Confidential Information strictly confidential and to use it solely for the Permitted Purpose.

2. The Recipient must not:

(a) disclose, copy, reproduce, or distribute any Confidential Information to any person other than Permitted Recipients;

(b) use any Confidential Information for any purpose other than the Permitted Purpose;

(c) use any Confidential Information to compete with Celero, the Project Developer, or the Project;

(d) reverse engineer, decompile, or otherwise attempt to derive any proprietary methodology or know-how from the Confidential Information.

3. The Recipient shall ensure that each Permitted Recipient is made aware of the confidential nature of the information and the terms of this Agreement before any Confidential Information is disclosed to them.

4. The Recipient shall promptly notify Celero in writing if it becomes aware of any unauthorised disclosure, copying, or use of Confidential Information.

3. Exclusions from confidentiality obligations

The obligations in Clause 2 do not apply to Confidential Information that the Recipient can demonstrate by clear documentary evidence:

1. is or becomes publicly available through no act or omission of the Recipient;

2. was already known to the Recipient prior to disclosure under this Agreement and was not acquired directly or indirectly from Celero or the Project Developer;

3. is received from a third party who is not under any obligation of confidentiality with respect to such information; or

4. is required to be disclosed by applicable law, regulation, or court order, provided that the Recipient: (a) gives Celero prompt prior written notice of such requirement where lawful to do so; (b) discloses only the minimum information required; and (c) co-operates with Celero in seeking a protective order or equivalent relief.

4. Anti-circumvention

This clause works in conjunction with Clause 4 of the Platform Membership Agreement. It applies specifically to this Project and this introduction. Both clauses apply simultaneously.

1. The Recipient acknowledges that the Project Developer is a Celero-Introduced Party as defined in the Platform Membership Agreement, and that any Transaction with the Project Developer during the Protected Period is subject to Celero's Success Fee of 2.5% of the Transaction Value.

2. The Recipient must not, during the Protected Period:

(a) contact the Project Developer directly, or through any intermediary, in connection with the Project or any related commercial opportunity, without Celero's prior written consent;

(b) enter into, negotiate, or facilitate any Transaction with the Project Developer or any affiliate or successor of the Project Developer, other than through the Celero Platform and subject to the payment of the Success Fee;

(c) share any information about the Project Developer's identity, contact details, or project details with any third party who might seek to transact directly with the Project Developer, bypassing Celero.

3. If the Recipient enters into a Transaction with the Project Developer during the Protected Period without paying the applicable Success Fee, Celero shall be entitled to the remedies set out in Clause 4 of the Platform Membership Agreement, including the Success Fee plus interest and legal costs.

4. The Recipient shall notify Celero in writing within 5 business days of commencing any discussions with the Project Developer that may lead to a Transaction.

5. Return or destruction of information

1. Upon Celero's written request, or upon the Recipient determining that it does not wish to proceed with the Permitted Purpose, the Recipient shall promptly: (a) return to Celero all documents and materials containing Confidential Information; or (b) certify in writing that all such documents and materials have been permanently destroyed.

2. The Recipient may retain one archival copy of Confidential Information for legal compliance purposes, subject to the confidentiality obligations of this Agreement.

3. Return or destruction of Confidential Information does not affect the Recipient's ongoing obligations under this Agreement, including the anti-circumvention obligations in Clause 4.

6. No licence or warranty

1. Nothing in this Agreement grants the Recipient any licence, right, or interest in the Confidential Information, the Project, or any intellectual property of Celero or the Project Developer.

2. Celero makes no representation or warranty, express or implied, as to the accuracy, completeness, or fitness for purpose of the Confidential Information. The Recipient relies on the Confidential Information at its own risk.
3. The provision of Confidential Information does not constitute an offer to sell, or a solicitation of an offer to buy, any interest in the Project or the project-owning entity.

7. Term

1. This Agreement commences on the date of signature and continues for the Protected Period of 36 months, unless terminated earlier by mutual written agreement.
2. The confidentiality obligations in Clause 2 and the anti-circumvention obligations in Clause 4 survive expiry or termination of this Agreement for the full Protected Period.

8. Remedies

1. The Recipient acknowledges that any breach of this Agreement may cause Celero or the Project Developer irreparable harm for which damages alone would be an inadequate remedy. Accordingly, Celero shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law or in equity.
2. The Recipient agrees that Celero may seek specific performance of this Agreement without the requirement to prove actual damage.

9. Governing law and dispute resolution

1. This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

10. General

1. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, representations, and understandings relating to confidentiality of the Confidential Information.
2. This Agreement may only be amended by a written instrument signed by both parties.
3. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

4. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. Electronic signatures shall be valid and binding.

Signatures

By signing below, the parties agree to be bound by the terms of this Non-Disclosure Agreement.

**For and on behalf of Celero Energy Ltd (in
formation), executed by Corporación BT**

Authorised signatory for Celero

Signature:

Full name:

Title:

Date:

For and on behalf of the Member

Authorised signatory

Signature:

Full name:

Company / Organisation:

Date:
