

# NON-DISCLOSURE AGREEMENT

*Investor Access — Confidential Technology Package*

Effective Date: \_\_\_\_\_

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## 1. Parties

This Non-Disclosure Agreement ("Agreement") is entered into as of the Effective Date stated above between:

Disclosing Party: GigaPulse Energy Anonim Şirketi ("GigaPulse"), a company incorporated under the laws of the Republic of Turkey, with its registered address at [Company Address], represented by İbrahim Karakoç, Founder & CEO.

Receiving Party: \_\_\_\_\_ ("Recipient"), with address at  
\_\_\_\_\_, represented by  
\_\_\_\_\_.

GigaPulse and Recipient are each referred to herein as a "Party" and collectively as the "Parties."

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## 2. Purpose

The Parties wish to explore a potential investment relationship regarding GigaPulse's proprietary technology platform, including the Generated Pattern Current (GPC) framework, associated software products (GP Sim, GP Pat, GP Lab), hardware modules (GP Module series), and related intellectual property (collectively, the "Technology"). In connection with this exploration, GigaPulse may disclose certain Confidential Information to the Recipient solely for the purpose of evaluating a potential investment in GigaPulse Energy A.Ş. (the "Purpose").

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## 3. Confidential Information

3.1 "Confidential Information" means any and all non-public information disclosed by GigaPulse to the Recipient, whether orally, in writing, electronically, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation:

- The GPC technology framework, mathematical formulations, algorithms, and control logic
- Patent applications, claims, prosecution strategy, and related IP documentation (PCT/TR2025/051176, USPTO 19/298,223)
- Research papers, technical specifications, simulation models, and laboratory data
- GP Sim, GP Pat, GP Lab software — source code, compiled binaries, UI design, and feature roadmap
- GP Module hardware design, firmware architecture, and manufacturing parameters
- Financial projections, revenue models, pricing structures, and business plans
- Customer lists, pipeline, partnership discussions, and market strategies
- Valuation information, capitalization table, and investment terms

3.2 Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Recipient; (b) was rightfully known to the Recipient prior to disclosure; (c) is rightfully received from a third party without restriction; or (d) is required to be disclosed by law or court order, provided the Recipient gives GigaPulse prompt written notice and cooperates in seeking a protective order.

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## 4. Obligations of the Recipient

4.1 The Recipient agrees to:

- Hold all Confidential Information in strict confidence using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care
- Not disclose Confidential Information to any third party without GigaPulse's prior written consent
- Use Confidential Information solely for the Purpose and for no other purpose whatsoever
- Limit access to Confidential Information to its directors, officers, employees, advisors, and legal counsel who have a genuine need-to-know and are bound by confidentiality obligations no less protective than those in this Agreement
- Promptly notify GigaPulse of any unauthorized disclosure, access, or use of Confidential Information upon becoming aware of such event

4.2 The Recipient shall not copy, reproduce, reverse engineer, decompile, or create derivative works from any Confidential Information without GigaPulse's prior written consent.

4.3 The Recipient shall not directly or indirectly use Confidential Information to file patent applications, develop competing technology, or advise any third party working on competitive technology.

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## 5. Intellectual Property

5.1 All Confidential Information remains the exclusive property of GigaPulse. This Agreement does not grant the Recipient any license, right, or interest in any intellectual property of GigaPulse, whether by implication, estoppel, or otherwise.

5.2 Nothing in this Agreement shall be construed as a transfer, assignment, or license of any patent, trademark, copyright, or other intellectual property right owned or controlled by GigaPulse.

5.3 GigaPulse's patent portfolio, including PCT/TR2025/051176 and USPTO Application No. 19/298,223, remains exclusively owned by GigaPulse. Access to patent documentation under this Agreement confers no rights to practice the patented technology.

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## 6. Term and Termination

6.1 This Agreement shall commence on the Effective Date and remain in effect for a period of three (3) years, unless earlier terminated by either Party upon thirty (30) days' written notice.

6.2 Notwithstanding termination, the confidentiality obligations set forth herein shall survive for a period of five (5) years from the date of disclosure of the relevant Confidential Information.

6.3 Upon termination or request by GigaPulse, the Recipient shall promptly return or certifiably destroy all Confidential Information and any copies thereof, and provide written confirmation of such destruction upon GigaPulse's request.

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## 7. No Obligation to Invest

7.1 Nothing in this Agreement obligates either Party to enter into any further agreement, complete any transaction, or proceed with any investment. Each Party reserves the right to terminate investment discussions at any time, for any reason, without liability.

7.2 GigaPulse makes no representation or warranty regarding the accuracy or completeness of the Confidential Information disclosed. The Recipient agrees to conduct its own independent due diligence.

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## 8. Remedies

8.1 The Recipient acknowledges that any breach of this Agreement would cause irreparable harm to GigaPulse for which monetary damages would be an inadequate remedy. Accordingly, GigaPulse shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

8.2 If GigaPulse prevails in any action to enforce this Agreement, the Recipient shall reimburse GigaPulse for all reasonable legal fees and costs incurred.

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## 9. Governing Law and Dispute Resolution

9.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Turkey, without regard to its conflict of law provisions.

9.2 Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the courts of Istanbul, Turkey.

9.3 For Recipient entities domiciled outside of Turkey, the Parties agree that disputes may alternatively be resolved through ICC arbitration in Istanbul, Turkey, conducted in the English language.

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## 10. General Provisions

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions and agreements relating to the same.

10.2 Amendment. This Agreement may not be amended except by a written instrument signed by authorized representatives of both Parties.

10.3 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.4 Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision in the future.

10.5 Counterparts. This Agreement may be executed in counterparts, including via electronic signature (DocuSign or equivalent), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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## 11. Signatures

By signing below, each Party agrees to be bound by the terms and conditions of this Non-Disclosure Agreement.

### FOR GIGAPULSE ENERGY A.Ş.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### FOR RECIPIENT

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_