

MEMORANDUM OF UNDERSTANDING

Between the Office of Energy Development and Deployable Energy Regarding the Exploration of Siting Unity™ Nuclear Batteries in Utah

This Memorandum of Understanding (“MOU”) is entered into this 18th day of August, 2026, by and between the **Office of Energy Development**, an agency of the State of Utah (“OED”), and **Deployable Energy Limited**, a nuclear energy technology company (“Deployable Energy”). Collectively, these entities are referred to as the “Parties.”

1. PURPOSE

The purpose of this MOU is to establish a non-binding framework for cooperation and information exchange among the Parties in jointly exploring the feasibility of siting Unity™ nuclear batteries within the State of Utah. This collaboration supports Utah’s Operation Gigawatt energy goals, enhances grid reliability, and promotes economic development through advanced nuclear technologies. The Parties intend to explore options including siting opportunities within the State of Utah.

2. SCOPE OF COOPERATION

The Parties intend to collaborate in the following areas:

Site Identification and Evaluation: Jointly identify and assess potential sites within Utah for the deployment of siting Unity™ Nuclear Batteries, considering factors such as grid integration, water availability, environmental impact, and community support.

Regulatory and Policy Review: Review applicable federal, state, and local regulations to identify potential permitting pathways and challenges.

Stakeholder Engagement: Coordinate outreach to local communities, workforce organizations, utilities, potential large load customers, and other stakeholders to ensure transparent and inclusive engagement.

Information Sharing: Subject to the terms of Section 4, Confidentiality and Government Records, exchange relevant data and information to support mutual decision-making while respecting proprietary and confidential information.

Land Access and Coordination: Jointly provide access to relevant land data and assist in identifying and evaluating potential candidate sites for a Unity™ Nuclear Battery.

Water Availability: Evaluate opportunities and availability of water for Deployable Energy’s Unity™ Nuclear Battery technology.

Timeline Alignment: The Parties will target completion of preliminary site recommendations by the end of Q4 2026.

3. NON-BINDING NATURE

This MOU is not legally binding and creates no legal or financial obligations on any Party, except for Sections 4 (Confidentiality and Government Records), 5 (Regulatory Compliance), 6 (Term and Termination), 7 (Media and Public Announcements) and 9 (Governing Law and Venue). This MOU reflects the good faith intentions of the Parties to explore potential collaboration. No Party is obligated to enter into further agreements unless the Parties mutually agree and formalize such actions through subsequent, separate legally binding written agreements.

4. CONFIDENTIALITY AND GOVERNMENT RECORDS

The Parties acknowledge that records created or exchanged under this MOU may be subject to the Utah Government Records Access and Management Act (GRAMA), Utah Code §63G-2-101 et seq. Nothing in this MOU shall be construed to prevent compliance with GRAMA or to classify a record differently than provided by law.

To the extent permitted by GRAMA, the receiving Party shall treat as confidential any records designated in writing as proprietary, trade secret, or otherwise protected by the disclosing Party as designated under Utah Code §63G-2-305. Such information will not be disclosed by the receiving Party to any third-party without the prior written notice of the disclosing Party, unless such disclosure is approved by the disclosing Party, or unless such disclosure is required by law.

- At time of disclosure, all documents designated as confidential shall be marked with a claim of business confidentiality under Utah Code §63G-2-305 et seq., in accordance with Utah Code §63G-2-309.
- If the receiving Party receives a GRAMA request for such records, it shall provide the disclosing party with prompt written notice of any request that may involve confidential and proprietary information, reasonable notice of the intent to disclose the information, and reasonable opportunity for that party to review the information and respond, provide legal justification for its nondisclosure under GRAMA, or seek a protective order.

5. REGULATORY COMPLIANCE

The Parties shall comply with applicable federal, state, and local laws and regulations, including those of the U.S. Department of Energy (DOE) in performing all activities under this MOU.

6. TERM AND TERMINATION

This MOU shall remain in effect for a period of two (2) years from the date of execution unless extended by mutual written agreement. Any Party may terminate this MOU at any time with thirty (30) days written notice. Confidentiality obligations shall survive termination.

7. MEDIA AND PUBLIC ANNOUNCEMENTS

No Party shall issue publicity or press releases related to this MOU without the prior written consent of the other Parties.

8. INDEMNIFICATION; LIMITATIONS OF PUBLIC ENTITIES

In accordance with Utah law, OED may not indemnify or hold harmless any private entity. Nothing in this MOU shall be construed as a waiver of OED's sovereign or governmental immunity as provided under Utah Code § 63G-7-101 et seq., nor shall it obligate OED to expend funds not appropriated through lawful procedures.

9. GOVERNING LAW AND VENUE

This MOU shall be governed by and interpreted in accordance with the laws of the State of Utah. Venue shall lie exclusively in the Third Judicial District Court for Salt Lake County.

10. ENTIRE UNDERSTANDING

This MOU constitutes the entire understanding between the Parties and supersedes all prior discussions or agreements among all Parties.

11. AMENDMENTS

This MOU may only be amended through a written agreement consented to and signed by all Parties.

IN WITNESS WHEREOF

The Parties have executed this MOU as of the date first written above.

This document was signed August 18, 2026 by:

Emy Lesofski - Director, Utah Office of Energy Development

Sagar Sanghera - Sanjay H. Mukhi, Deployable Energy

Signatures have been omitted for security purposes.