

MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF UTAH AND CURIO

Parties

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Utah Office of Energy Development, an agency of the State of Utah (hereinafter referred to as “OED”) and Curio Solutions, LLC, and its subsidiaries, including Curio Legacy Ventures, Inc. (hereinafter referred to as “Curio”). Curio is a nuclear technology development and innovation company. OED is established under Utah Code §79-6-401, and has the authority to implement the state energy policy, as stated in Utah Code §79-6-301. OED and Curio are hereinafter collectively referred to as “the Parties.”

Purpose

Curio is entering into this MOU as an industry entity and developer of a proprietary used nuclear fuel (UNF) recycling technology, NuCycle™. The purpose of this MOU is to establish a framework for collaboration between Curio and the State of Utah to explore matters related to the back end of the nuclear fuel cycle, including used nuclear fuel recycling, advanced fuel cycle technologies, and related research, policy and technical considerations.

Through this collaboration, the Parties intend to share information, explore opportunities for cooperation and coordinate, as appropriate, with relevant federal, state, academic and private-sector stakeholders, consistent with applicable federal and state authorities. This MOU is intended to facilitate dialogue and cooperation and does not commit either Party to the siting, development or operation of any specific facility or project.

Roles and Responsibilities

Upon execution of this MOU, the Parties will identify their respective leads to implement the activities agreed upon herein. The Parties also mutually agree to the following:

- Curio will share aspects of NuCycle™ technology, its development program, timelines, and milestones with OED as deemed necessary for collaboration in accordance with a concurrently signed non-disclosure agreement (“NDA”).
- Curio will collaborate, as appropriate, with Utah’s Executive Branch agencies, including the Department of Environmental Quality (DEQ) and the Department of Natural Resources (DNR), and with various other local governments, economic development councils, transportation authorities, public commissions, etc., as requested and agreed upon by OED in furtherance of the purposes outlined herein and in future amendments to this MOU.
- OED, in collaboration with relevant state agencies, will coordinate the provision of relevant data for potential site evaluation.
- OED will facilitate interfaces between Curio and educational institutions, trade unions, policy organizations and other entities in furtherance of the purposes outlined in this MOU.

- The Parties will support community outreach to communicate, educate and encourage voluntary participation from local entities in furtherance of the purposes outlined in this MOU.
- OED will explore state and federal grants in cooperation with Curio in furthering the purposes outlined herein.
- Curio will provide technical, scientific, environmental and other information and assistance regarding the NuCycle™ process and design in furtherance of the purposes outlined in this MOU.
- Curio and OED will mutually explore potential commitments arising from the successful implementation of the purposes outlined in this MOU.

Amendments

Either of the Parties may request changes to this MOU. Any changes must be approved by both Parties in writing and response to such requests must be made within 30 days.

Funding

This agreement does not obligate appropriated funds unless expressly stated and all expenditures are subject to legislative appropriation and state fiscal controls. Further, this agreement does not constitute a procurement contract. Any procurement must comply with Utah Procurement Code and State of Utah purchasing rules.

Non-Binding

This agreement does not constitute, create, give effect to, or imply a partnership, joint venture or formal business organization of any kind between the Parties. Nothing in this document shall grant to any Party the right to make commitments of any kind for or on behalf of the other without the express prior written consent of the other, it being expressly agreed that neither Party has the power or authority to act as an agent for the other. This agreement and any related agreements are subject to the approval of each Party's respective governing body or bodies.

GRAMA

The Parties acknowledge that OED is an agency of the State of Utah and is subject to the requirements of the Utah Government Records Access Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA").

Withdrawal

Either Party may withdraw from this MOU, for any reason, following the submission of a written notice of withdrawal to the other Party. Such notice shall be effective on the thirtieth calendar day after the Party receives such notice.

Governing Law and Venue

This agreement shall be governed by the laws, rules and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

The State of Utah does not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated exclusively within the United States District Court for the District of Utah. This paragraph only applies to a claim brought against OED or the State of Utah to the extent Congress has abrogated the State of Utah’s sovereign immunity and this paragraph is not consent by OED or the State of Utah to be sued in federal court.

Signatures

In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Utah Office of Energy Development

This document was signed January 21, 2026 by:

Edward McGinnis - President and CEO, Curio Solutions, LLC

And January 23, 2026 by:

Emy Lesofski - Director , Utah Office of Energy Development

Signatures have been omitted for security purposes