

Standard Terms & Conditions by Base Power, Inc. - September 3, 2025

1. Entire Agreement and Conflict – Base Power Inc. ("Base") and the party providing Products and/or Services ("Deliverables") to Base ("Supplier") agree that these Standard Terms and Conditions ("Terms and Conditions"), together with Base's Purchase Order document ("Purchase Order"), statement of work ("SoW"), or any document referenced therein, as well as any applicable Master Agreement, hereby incorporated by reference, (collectively "Order Documents") represent the entire agreement between the Supplier and Base (collectively, the "Parties" and individually, "Party") with respect to (a) the services to be performed by Supplier for Base as set forth in the Purchase Order ("Services") and/or (b) the Products to be provided by Supplier to Base as set forth in the Purchase Order ("Products"). Unless specifically agreed in writing, the Order Documents supersede and entirely replace (i) any previous written or oral agreements between the Parties with respect to the Products and /or Services and (ii) any pre-printed, standard or other terms set forth in any other document not accepted and signed by an authorized representative of Base which are hereby rejected and will be void. Notwithstanding the foregoing sentence, the terms of any confidentiality or non-disclosure agreement between Base and Supplier shall remain in effect. In the event of any conflict or inconsistency between the Order Documents, the Order Documents in order of precedence shall control: (1) Master Agreement, (2) Standard Terms and Conditions, (3) written provisions of the Purchase Order, and (4) SOW.

2. Payment Terms – After full delivery and acceptance pursuant to the Order Documents, Supplier may invoice Base for the applicable Deliverables. Base shall pay Supplier per the terms stated on an Order Document.

3. Delivery - On the date(s) specified in an applicable Order Document, Supplier shall deliver Product DDP (Incoterms® 2020) unless otherwise noted on an Order Document and shall deliver the Services in accordance with the applicable Order Documents.

4. Term and Termination Except as expressly provided herein, a Purchase Order will terminate upon Supplier's completion of the provision of the Deliverables in accordance with the Purchase Order. Either Party may terminate the Purchase Order: (i) if the other breaches any material provision of the Purchase Order and fails to cure such breach within 30 days after receiving written notice thereof or immediately if such breach is not reasonably capable of being cured; or (ii) immediately upon written notice, if the other Party makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party's property, or the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other Party and is not dismissed within 90 days, or the other Party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course. Base may terminate the Purchase Order in its entirety and/or any Order Document individually for any reason upon at least 14 days' prior written notice to Supplier. Within 30 days of the effective date of termination of this Purchase Order or any Order Document, regardless of the basis of termination, Supplier shall: (i) Deliver to Base or its designee all relevant information, data, materials, fabricated or unfabricated parts, completed work, supplies and other material produced or acquired, completed or partially completed plans, drawings, intermediates and other Deliverables from the terminated Purchase Order or Order Document; (ii) Transition Services to Base or its designee as soon as practical and in accordance with the instructions provided by Base; (iii) If authorized and directed by Base, use reasonable commercial efforts to sell specific Deliverables identified by Base and apply the proceeds of any such transfer or disposition to reduce any payments to be made by Base, credited to the price, or paid in any other manner directed by Base; (iv) Promptly refund any pre-paid fees for Products not delivered or Services not incurred. Within 30 days of receipt of a timely termination claim from Supplier, based on the termination of this Purchase Order or any Order Document, Base shall pay Supplier any undisputed and incurred amounts due and owing Supplier, up to the time of termination or expiration. Supplier shall submit a termination claim within 30 days of the effective date of termination of this Purchase Order or any Order Document. Within 30 days of the effective date of termination of this Purchase Order or any Order Document both Parties shall return or destroy all Confidential Information (including all copies) provided under this Purchase Order or under any Order Document which has been terminated or has expired, unless necessary to monitor the other Parties' surviving obligations or as part of a bonafide back up system, and then only for so long as necessary.

5. Delivery of Products and Performance of Services - Supplier will pack all Products for shipment according to Base's shipping instructions or, if there are no instructions, in a manner sufficient to ensure that the Products are delivered in undamaged condition. Supplier will provide the Services to Base as described and in accordance with the schedule stated in the Purchase Order or as provided

by Base with the Purchase Order and in accordance with these Terms. Supplier must notify Base immediately if Supplier becomes aware of any event or impediment that could result in the delay of the Products or Services. Supplier acknowledges that time is of the essence with respect to Supplier's obligations under the Purchase Order and the timely delivery of the Products and Services. If Supplier delivers more than or less than the quantity of Products ordered, Base may reject all or any of the Products. Any such rejected Product will be returned to Supplier at Supplier's sole risk and expense. If Base does not reject the higher quantity of Products and instead accepts the delivery of them, the price for the Products will be adjusted on a pro-rata basis such that Base need not pay any more for the Products than the total originally stated in the Purchase Order.

6. Ownership of Deliverables and Intellectual Property – Nothing in this Purchase Order grants either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means Intellectual Property Rights created, acquired, or licensed before the effective date or outside the scope of this Purchase Order and not using or relying on any information or materials received from the other Party. Base shall own and Supplier to the full extent permitted by law does hereby assign to Base all rights, title, and interest in and to all Deliverables, including all associated Intellectual Property Rights, developed, made, or created in the performance of this Purchase Order and/or using or incorporating any Confidential Information, Base Materials, or materials provided to Supplier by or on behalf of Base. For the avoidance of doubt, Supplier shall retain and does not assign any rights or interest in Supplier's Background Intellectual Property pursuant to this Section. Supplier hereby grants to Base an irrevocable, non-exclusive, fully paid-up, worldwide, freely sublicensable license to: (i) use Background Intellectual Property as required for Base to use the Deliverables and derivatives thereof as intended or (ii) sell, offer for sale, import, and otherwise dispose of a Deliverable. Supplier shall not utilize in the performance of Services or incorporate into any Deliverable, anything incorporating or covered by proprietary rights of a third party except as Supplier is permitted by such third party to do so without obligating Base to compensate the third party for such utilization or incorporation. All documentation, drawings, information, data, samples, equipment, and other materials furnished to Supplier by or on behalf of Base ("Base Materials") shall remain the exclusive property of Base. Supplier shall use Base Materials only as necessary to perform its obligations in accordance with an applicable Order Document and shall not transfer or disclose Base Materials: (i) other than to employees and authorized third party suppliers, subcontractors, or consultants working under the direct supervision of Supplier who are subject to a written agreement of confidentiality at least as restrictive as the requirements set forth herein (collectively, "Supplier Personnel"); or (ii) to any location other than the facilities of Supplier without the prior written consent of Base. Supplier acknowledges that certain Base Materials are experimental in nature and may have unknown characteristics and therefore agrees to use prudence and reasonable care in the use, handling, storage, transportation and disposition and containment of Base Materials. Intellectual Property Rights means worldwide common law and statutory rights associated with: (a) patents and patent applications, and other disclosures or materials describing or containing potentially patentable subject matter; (b) works of authorship, including mask work or topography rights, copyrights, copyright applications, copyright registrations and "moral" rights; (c) trade secrets and industrial secrets; (d) trademarks, trade names and service marks; (e) any other proprietary information, methodologies, data, ideas, concepts, materials, templates, know-how, techniques, documentation, software, algorithms, or other tools; and (f) Technology; and (g) divisions, continuations, renewals, re-issuances and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.

7. Warranty - In addition to expressed and any implied warranties, Supplier warrants that the Deliverables furnished pursuant to this Purchase Order shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of the Order Documents and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for the period indicated in the Order Documents. If any nonconformance is identified within the warranty period, Supplier, at Base's option, shall promptly repair, replace, reperform, or credit funds back to Base as necessary. Transportation of replacement Products, return of nonconforming Products, and reperformance of Services shall be at Supplier's expense. Alternatively, Base may elect to return, reperform, repair, replace, or procure the non-conforming Deliverable at Supplier's expense.

8. Indemnification – Supplier will indemnify, defend and hold Base harmless from and against any and all third-party claims caused by Supplier's (a) negligent acts or negligent omissions, (b) failure to comply with the Purchase Order and/or these Terms and Conditions, (c) product liability of whatever specie, including, without limitation, claims or actions for strict liability,

improper design, breach of warranty, express or implied, wherever such claims or actions may be asserted and regardless of where the events on which such claims or actions are based or occurred, or (d) for any breach of representation or warranty stated herein.

9. Limitation of Liability - EXCEPT IN THE CASE OF (A) ANY PARTY'S BREACH OF ITS CONFIDENTIALITY OR CYBER SECURITY OBLIGATIONS; (B) AN INDEMNIFICATION OBLIGATION ARISING FROM A THIRD-PARTY CLAIM THAT A DELIVERABLE INFRINGES UPON OR MISAPPROPRIATES ANY INTELLECTUAL PROPERTY RIGHTS (C) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (D) A PARTY'S DUTY TO INDEMNIFY THE OTHER PARTY, or (E) ANY CLAIM OF PERSONAL INJURY OR DEATH, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT FOR: (i) ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, OVERHEAD, REVENUES, PROFITS OR GOODWILL EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE); OR (ii) ANY LIABILITY GREATER THAN THE TOTAL FEES PAID OR PAYABLE TO SUPPLIER PURSUANT TO THE APPLICABLE ORDER DOCUMENT(S) GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

10. Force Majeure - A Party shall not be liable for nonperformance or delay in performance caused by any event reasonably beyond the control of such Party including, but not limited to, wars, national emergency, epidemics, fire, force of nature, embargo, or any other act of God or order of any court or governmental agency, provided that the Party seeking such relief from nonperformance makes reasonable efforts to overcome any such occurrences and promptly notifies the other Party in writing upon becoming aware of such circumstances. Such an event is hereby referred to as Force Majeure Event. An increase in Supplier's or any of its subcontractors' cost of materials, services, logistics, labor, or other cost item required by Supplier to perform the Services, deliver the Products, or otherwise fulfill its obligations under the Order Documents will not constitute a Force Majeure Event. Notwithstanding the foregoing, if a Force Majeure Event is declared by either Party for more than a total of 30 days in any 12-month period, then the Party not so affected may terminate this Purchase Order or any Order Documents immediately upon written notice to the affected Party and Base may receive a refund for any prepaid fees for Products not delivered or Services not incurred.

11. Publicity - Except to the extent required by applicable law or regulation or the rules of any stock exchange or listing agency, neither Party may make any public statement or release concerning this Purchase Order or any Order Document or use the other Party's name or trademarks without obtaining the prior written consent of such Party.

12. Remedies - Unless specifically provided otherwise, each right and remedy in this Purchase Order is in addition to any other right or remedy, at law or in equity. Each Party agrees that, in the event of any breach or threatened breach of Section 6, the non-breaching Party shall suffer irreparable damage for which it shall have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

13. Insurance - At all times during Supplier's performance of the Purchase Order and for a period of 12 months thereafter, Supplier will, at its own expense, maintain and carry insurance of sufficient types and amounts, according to industry standards, to cover Supplier's potential liability under the Purchase Order with financially sound and reputable insurers. Upon Base's request, Supplier will provide Base with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in these Terms. Each applicable insurance policy will name Base as an additional insured. Supplier will provide Base with 30 days' advance written notice in the event of a cancellation or material change in any of Supplier's applicable insurance policies. Except where prohibited by law, Supplier will require its insurer to waive all rights of subrogation against Supplier's insurers and Supplier.

14. Confidentiality - Any relevant Non-Disclosure Agreement ("NDA") between the Parties is hereby incorporated herein. If there is no NDA between the Parties at any time during the term of this Purchase Order or any Order Document this Section shall apply. If applicable, this Section shall apply when Confidential Information is disclosed by one Party ("Discloser") to the other Party ("Recipient"). Recipient shall protect Discloser's Confidential Information using the degree of care not less than that the Recipient uses to protect its own Confidential Information of a similar nature and no less than reasonable care.

Recipient shall not (1) discuss, disclose, publish, or disseminate any of the Discloser's Confidential Information, (2) use Discloser's Confidential Information except for the purpose for which it was disclosed, or (3) mention the other party or disclose the Parties relationship publicly to any third party, including, without limitation, in marketing materials, presentations, press releases, or interviews. Recipient may disclose Confidential Information: (a) to its employees, officers, directors, contractors, affiliates and representatives of Recipient who need to know and who have a written agreement of confidentiality at least as restrictive as the requirements set forth herein (Recipient shall be liable for any breach of this Section by its affiliates and/or representatives); or (b) to the extent required by law; however, Recipient will give Discloser prompt notice to allow Discloser a reasonable opportunity to obtain a protective order. Discloser may disclose Confidential Information in multiple ways, including but not limited to; in writing, by delivery of items, by initiation of access to Confidential Information such as may be in a database or access to a facility, or by oral or visual presentation. Confidential Information shall not include information that has been developed independently or already in Recipient's possession without obligation of confidentiality; obtained from a source other than Discloser without obligation of confidentiality; or publicly available when received. Confidential Information means any information marked with a restrictive legend or identified as confidential at the time of disclosure or in a writing within 30 days, or information that a reasonable person would recognize from the surrounding facts and circumstances to be proprietary or confidential.

15. Base Tools - All tools, equipment, parts, drawings, specifications, and/or other materials (collectively, "Materials"), whether or not Confidential Information, furnished by Base to Supplier will remain the property of Base and may only be used for work performed for Base. Upon Base's request or upon termination or completion of the Purchase Order, Supplier will promptly return all the Materials to Base.

16. Governing Law - All matters arising out of or relating to the Purchase Order are governed by and construed in accordance with the laws of the State of Texas without giving effect to any of its choice or conflict of law provisions.

17. Amendments - Base may change and/or reschedule Deliverables on this Purchase Order in whole or part, at any time prior to delivery. Base shall communicate changes as early as possible and Supplier shall use best efforts to accommodate Base requests to expedite delivery or increase quantity.

18. Access to Base and Customer Premises - Supplier Personnel shall comply with all Base security, safety, rules of conduct, and personal identity and related requirements while on Base or Base Customer premises. In addition, prior to entry of Base or customer premises, Supplier shall provide information reasonably required by Base to ensure proper identification of Supplier Personnel. Base may, at its sole discretion, require that Supplier remove any specified Supplier Personnel from Base premises, and/or from performing any or all work related to an Order Document.

19. Compliance - Supplier shall comply with all applicable laws, regulations, rules, and guidelines while conducting business under this Purchase Order.

20. Forced Labor - Supplier shall not use any forced labor, human trafficking, or any other form of modern slavery (collectively, "Forced Labor") in its supply chain. Supplier shall ensure that its factories and suppliers do not use any Forced Labor at any stage of the mining, production, or manufacturing process for any parts, components, or materials used in the Products. Supplier shall ensure that none of the parts, components or materials used in the Products are mined, produced, or manufactured wholly or in part in Xinjiang, China or by an entity on the Uyghur Forced Labor Prevention Act Entity List. Supplier shall immediately notify Base of any suspected instance of Forced Labor in its supply chain. If Base determines that Supplier is in violation of this section, Base shall have the right to (a) immediately cancel the affected purchases and terminate the Purchase Order without any liability or further obligation to Supplier or (b) require Supplier to implement corrective measures in accordance with a corrective action plan approved by Base.

21. Severability and Waiver - No waiver, consent or modification of this Agreement shall bind either Party unless in writing and signed by the Party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.