

## **ENRGYONE, Inc. NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

This Non-Disclosure and Confidentiality Agreement (the “Agreement”) is entered into as of the 31st day of July, 2026 (the “Effective Date”), by and between:

**ENRGYONE, Inc.**, an Ohio for-profit research and development corporation, whose Technology Co-Owners and permanent officers are Daniel Thomas Murphy (CEO/President & CTO) and Jeanett Esmeralda Roldan Avila (Secretary & Treasurer), with principal office at 103 Nevada Ave #1, Boardman, Ohio 44512

and

**Robert Kent Halbert II, Joshua Israel Moser, and Jason Scott Morris** (the “ACHILLES Founders”), in their capacity as non-owner directors of ENRGYONE and founders of **ACHILLES, Inc.**, a Texas for-profit commercial corporation focused on oil and gas applications (together with ACHILLES, Inc., the “Receiving Parties”).

The Technology Co-Owners / ENRGYONE and the Receiving Parties are sometimes referred to individually as a “Party” and collectively as the “Parties.”

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### **RECITALS**

A. ENRGYONE is organized and operated primarily as a **research and development** corporation. The Technology Co-Owners retain ownership of the Core Technology and have granted ENRGYONE a lifetime, royalty-free, exclusive commercial license limited to the Oil & Gas Market Sector. The Owners retain primary responsibility and final authority over scientific research direction, peer-review processes, and scientific grant activities.

B. ACHILLES is organized as a **commercial** company established to commercialize AI-assisted Subsurface Strata Imaging, Well Output Estimation Programs, and related technologies for downhole oilfield operations (the “Achilles Project”). ACHILLES operates pursuant to a limited sublicense from ENRGYONE under ENRGYONE’s exclusive commercial license for the Oil & Gas Market Sector.

C. In connection with ENRGYONE’s research and development activities and ACHILLES’ commercial activities under the limited sublicense, the Parties may exchange confidential and proprietary information.

D. The Parties wish to protect such information while fully preserving the ownership, exclusive licensing, and control structure established in the Articles of Incorporation, Bylaws, and related intellectual property agreements of ENRGYONE.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

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**1. Definition of Confidential Information** “Confidential Information” means all non-public information, whether technical, business, financial, or otherwise, disclosed by one Party (the “Disclosing Party”) to another Party (the “Receiving Party”), including but not limited to:

- trade secrets, source code, algorithms, technical data, know-how, and product development information relating to the Core Technology;
  - business plans, financial information, customer information, marketing plans, and commercial strategies;
  - the terms of any license or sublicense agreements between the Parties; and
  - any other information marked confidential or that a reasonable person would understand to be confidential.
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**2. Non-Disclosure and Non-Use Obligations** 2.1 The Receiving Party agrees to hold all Confidential Information in strict confidence and not to disclose it to any third party without the prior written consent of the Disclosing Party.

2.2 The Receiving Party shall use Confidential Information solely for purposes consistent with:

- ENRGYONE’s research and development activities, or
- ACHILLES’ commercialization activities in the Oil & Gas Market Sector under its limited sublicense from ENRGYONE, and for no other purpose.

2.3 The Receiving Party may disclose Confidential Information to its employees, contractors, or professional advisors who have a need to know and who are bound by written confidentiality obligations at least as restrictive as those contained herein.

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**3. No License or Rights Granted** Nothing in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license, assignment, or other right under any patent, copyright, trade secret, or other intellectual property right.

Ownership of the Core Technology remains exclusively with the Technology Co-Owners (Daniel Thomas Murphy and Jeanett Esmeralda Roldan Avila). Commercial rights in the Oil & Gas Market Sector are governed solely by the exclusive license granted to ENRGYONE under its Articles of Incorporation and by any separate written Commercial License or Sublicense Agreements.

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**4. Exclusions from Confidential Information** Confidential Information does not include information that the Receiving Party can demonstrate: (a) was already known to it without

restriction prior to disclosure; (b) is or becomes publicly available through no fault of the Receiving Party; (c) is rightfully received from a third party without restriction; (d) is independently developed without use of the Disclosing Party's Confidential Information; or (e) is required to be disclosed by law or court order, provided the Receiving Party gives prompt notice (to the extent legally permitted) so the Disclosing Party may seek protective treatment.

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**5. Return or Destruction of Information** Upon written request of the Disclosing Party, or upon termination of the relevant business relationship, the Receiving Party shall promptly return or securely destroy all Confidential Information and all copies thereof, except for one copy that may be retained solely for archival or legal compliance purposes under continued confidentiality obligations.

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**6. Term** This Agreement shall remain in effect for a period of twenty-four (24) months from the Effective Date. The obligations of confidentiality and non-use shall survive any expiration or termination of this Agreement for an additional period of three (3) years, and for trade secrets for so long as they remain trade secrets.

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**7. No Obligation to Proceed** Nothing in this Agreement obligates any Party to enter into any further agreement or business relationship. Any definitive commercial arrangements shall be governed by separate written agreements.

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**8. Governing Law and Jurisdiction** This Agreement shall be governed by the laws of the State of Ohio, without regard to conflicts of law principles. Any dispute arising under this Agreement shall be resolved exclusively in the state or federal courts located in Ohio, and each Party consents to such jurisdiction.

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**9. Miscellaneous** 9.1 This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements relating to confidentiality of the information covered herein. 9.2 This Agreement may be amended only by a written instrument signed by the Technology Co-Owners and the relevant Receiving Parties. 9.3 If any provision is found unenforceable, the remainder shall continue in full force and effect. 9.4 This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**TECHNOLOGY CO-OWNERS / ENRGYONE, INC.** *(Research & Development)*

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Daniel Thomas Murphy CEO / President & CTO

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Jeanett Esmeralda Roldan Avila Secretary & Treasurer

**ACHILLES FOUNDERS** *(Commercial)*

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Robert Kent Halbert II

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Joshua Israel Moser

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Jason Scott Morris

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**This version now clearly distinguishes:**

- **ENRGYONE** = research and development company that holds the exclusive commercial license for the Oil & Gas Market Sector
- **ACHILLES** = commercial entity operating under a limited sublicense from ENRGYONE

It remains fully consistent with the Articles of Incorporation, Bylaws, exclusive license structure, and the ENRGYONE–ACHILLES Sublicense Agreement.