

CONTRACT FOR SERVICES

THIS CONTRACT dated as of December ___, 2025

BETWEEN:

**Nucleon Energy Inc.
Suite 2712 – Telus Sky
685 Centre Street S8W
Calgary, AB, T2G 5P6**

(hereinafter “Nucleon”)

and

**EXCEL Services Corporation
11921 Rockville Pike, #100
Rockville, MD 20852**

(Hereinafter “EXCEL”)

AND WHEREAS the Nucleon and EXCEL desire to enter into an agreement for the performance by each to provide certain services to the other;

AND WHEREAS Nucleon is a private nuclear developer, planning to develop, license, construct and operate nuclear processing facilities, starting in Canada and the United States;

AND WHEREAS EXCEL is a nuclear engineering, licensing, and consulting firm providing services worldwide;

AND WHEREAS EXCEL and Nucleon shall jointly be known as “the Parties” and individually as a “Party”;

AND WHEREAS the Parties wish to set out the terms and conditions upon which one Party will provide services to the other Party;

AND WHEREAS in any particular Work Order, the Party providing services shall be known as the “Contractor,” and the Party receiving such services shall be known as the “Company.”

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1. **Services:** The Contractor shall perform such services ("Services") described in Schedule "A", as may, from time to time, be further described in separate work orders (individually a "Work Order") in the form attached as Schedule "B". Such Work Orders shall be executed by both parties and shall outline the Services to be performed, the fees and other charges applicable to such Services, the duration of the Services, if applicable, and such other matters as the Company and the Contractor may deem necessary. Each executed Work Order will incorporate and be subject to the terms of this Agreement, as if they were set out in full. The Contractor agrees that all work product as described in Schedule A or any separate Work Orders shall be completed by the Contractor itself.
2. **Term of Agreement:** This contract for services will be in effect until terminated pursuant to the termination provision in section 3.
3. **Termination of Agreement:** Either party may terminate this Agreement at any time, without cause, upon provision of 30 days written notice to the other party. In the event that the Contractor fails to perform any obligations contained herein, or if the Contractor breaches any covenant of the Agreement or engages in conduct that, as determined in the sole discretion of the Company, would injure the reputation of the Company if the Services of the Contractor were continued, the Company shall be entitled to terminate this agreement forthwith and no further payments will be made for any further work performed by the Contractor on the Company's behalf.

4. In the event of termination of this Agreement or any Work Order for any reason pursuant to this Agreement, no further payments will be made for any further work performed by the Contractor beyond the date of termination.
5. **Records:** The Contractor will keep proper records of the time spent and the expenses incurred in the provision of the Services in a form and detail satisfactory to the Company. Records shall be maintained in such a way to comply with any applicable government's freedom of information and/or auditing requirements.
6. **Property in Work Product:** Unless other specified in the applicable Work Order, all data, information or work product of any nature generated by the Contractor in the performance of the Services will be the exclusive property of the Company. For greater clarity;
 - a. For work products that were directed and generated solely for the Company, such as Company's business plans, analysis of impact of the proposed plant, risk mitigation and business or strategic planning documents related to the Company, those documents are assigned to the Company and the Company shall have rights of all data, information or work product of any nature generated by the Contractor in the performance of these directed Services that will be the exclusive property of the Company.
 - b. For market related consulting reports or Consulting reports that are not bespoke to the Company, the Consultant, in its capacity as author of the deliverables developed under this Agreement, shall exclusively retain the non-patrimonial personal rights (moral rights) of the author of the deliverables. The Company may use the Consultant's deliverables only for the purpose for which they were created and for internal uses, unless prior approval is obtained.
 - c. The Company acquires, on the basis of this Agreement, after receipt of the deliverables, the exclusive right of use, without territorial restriction, unlimited in time and free of charge of the deliverables, as well as (under the same conditions) the following economic rights over the deliverables, namely the right to reproduce, in whole or in part, the deliverables, the right to distribute, in whole or in part, of the deliverables, the right of public communication, in whole or in part, of the deliverables, by any means, as well as the right to create

other documentation / information / presentations / derivative materials, regardless of the medium on which they will be found, based on the deliverables and/or based on them the right of use, the right to make the documentation delivered under this Framework Agreement available to third parties. For the avoidance of any doubt, by signing this Framework Agreement, the Consultant expresses its prior consent to the above-mentioned rights.

7. **Confidentiality:** The Contractor agrees that any information received by or disclosed to the Contractor during the performance of Services under this Agreement concerning the financial or other affairs of the Company, including the names of current or prospective clients, (“Confidential Information”) will be treated by the Contractor in full confidence and will not be revealed to any third party without the express written consent of the Company. The Contractor shall not use any Confidential Information other than in the performance of the Services under this Agreement.

Confidential Information does not include information that: (a) is or becomes publicly known through no breach of this Agreement; (b) is received from a nonparty without breach of any obligation of confidentiality; (c) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information; or (d) is disclosed with the prior written consent of the disclosing Party.

If the Contractor is required by law, regulation, or court order to disclose Confidential Information, it shall provide the Company with prompt written notice, to the extent legally permissible, to allow the Company to seek a protective order or other remedy.

8. **Invoices and Payment:** The Company agrees to pay the Contractor the fees agreed to in writing for the Services performed under this contract, in accordance with the rates set out in Schedule B. The Contractor will submit invoices in this amount to the Company. All invoices are payable to the Contractor 30 days after receipt thereof and will be paid via wire transfer to Contractors U.S. bank in U.S. dollars. All payments will be made only to the Contractor and not to any individual or other person.
9. **Material and Equipment:** The Contractor will supply all materials and resources required to fulfill its obligations under this Agreement. The Company shall not be required to supply such items, nor will the Company provide office space or technical support to the Contractor.
10. **Expenses:** Unless otherwise agreed, the Company shall not be responsible for the cost of equipment and other supplies required by the Contractor to perform the Services under this Agreement. In the event that the Contractor is required to travel in order to complete the Services, the Company will reimburse travel expenses. In order to be eligible for reimbursement, any expenses must be approved by the Company in writing prior to being incurred.
11. **Status of Parties:** The Contractor's relationship to the Company is that of an independent contractor and not that of an employee, agent, partner, or joint venture. The Contractor shall be responsible for payment of all taxes arising out of the Contractor's activities in accordance with this Agreement and any other taxes or business license fees as required. The Contractor shall not be eligible to participate in

any pension, benefit or other program established by the Company for its employees.

The Contractor agrees that it will save harmless and indemnify the Company against any charges, taxes and penalties that may accrue if it is determined that the Contractor is not an independent contractor.

12. **Assignment:** This Agreement may not be assigned by the Contractor without the prior written consent of the Company.
13. **Severability:** In the event that any provision of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions, or parts of it, shall be and remain in full force and effect.
14. **Modification of Agreement:** Any modification to this Agreement must be in writing, signed by the President and CEO of the Company and the Contractor respectively or it shall have no effect and shall be void.
15. **Governing Law:** In instances that EXCEL is performing work for Nucleon, this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, U.S.A, unless otherwise specified in the work order. In instances that Nucleon is performing work for EXCEL, this Agreement shall be governed by and construed in accordance with the laws of Province of Alberta and the laws of Canada applicable herein, unless otherwise specified in the work order.
16. **Headings:** [omitted].

17. **Notices:** Any notice required to be given to either party must be delivered by e-mail or by commercial courier to the party's last known address and will be deemed to be received on the date of delivery to such address. A Party receiving an email under this paragraph 17 shall promptly acknowledge its receipt.
18. **Counterparts:** This Agreement may be executed in any number of counterparts, and/or by facsimile or e-mail transmission of Adobe Acrobat files, each of which will constitute an original and all of which, taken together, shall constitute one and the same instrument. Either party executing this Agreement by fax or PDF file will, immediately following a request by the other party, provide an originally executed counterpart of this Agreement provided, however, that any failure to so provide will not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the *Electronic Commerce Act, 2000* (Ontario).
19. **Limitation of Liability:** (a) The aggregate liability of Contractor under this Agreement shall not exceed the total fees paid to Contractor hereunder. In no event shall either Party be liable to the other Party for consequential, incidental, indirect, or punitive damages.

IN WITNESS WHEREOF the parties have executed this Agreement on the date set out below their signatures.

[Contractor's Organization]

[Company's Organization]

By: _____
Name:

By: _____
Name:

Date:

I have authority to bind the company

Date:

I have authority to bind the company

Schedule "A"

DESCRIPTION OF SERVICES

The Contractor shall provide the following Services to the Company:

[Insert Contractor services]

Schedule "B"

CONTRACTOR RATE SHEET

[Insert Contractor rate sheet]