UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): March 6, 2026

NUVVE HOLDING CORP.
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-40296**	**86-1617000**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2488 Historic Decatur Road, Suite 230 San Diego, California	**92106**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(619) 456-5161**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425).

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12).

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b)).

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading symbols**	**Name of each exchange on which registered**
Common Stock, Par Value $0.0001 Per Share	NVVE	The Nasdaq Stock Market LLC
Warrants to Purchase Common Stock	NVVEW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On March 6, 2026, Nuvve Holding Corp. (the "Company" or "Nuvve") entered into a cooperation agreement (the "Cooperation Agreement") between and among the Company, Oelion AB, a company organized under the laws of Sweden ("Oelion"), and OMNIA Group Holdings AG, a company organized under the laws of Switzerland ("Omnia"). Concurrently with entry into the Cooperation Agreement the Company, Oelion and Omnia also entered into (i) a service agreement for engineering and managerial consulting services (the "Managerial Services Agreement") and (ii) an aggregation service agreement for battery energy storage system (BESS) (the "Aggregation Service Agreement" and together with the Cooperation Agreement and the Managerial Services Agreement, the "Omnia Venture Agreements").

Pursuant to the Omnia Venture Agreements, the Company has acquired (i) an option regarding an assignment of a 50 MW battery energy storage system (BESS) project located at Marviken, Sweden (the "Envisaged Project") and to hold an interconnection agreement with the relevant grid operator regarding the interconnection of the Envisaged Project to the electricity grid (the "Interconnector Agreement"), (ii) a right of first refusal, and (iii) an exclusive right to provide energy aggregation services as well as engineering and managerial consulting services to any new project of OMNIA and its affiliates in Europe. Pursuant to the Managerial Services Agreement the Company will provide its technology and expertise in management of advanced energy storage and grid modernization solutions and will receive payments from Omnia in the first year of approximately $1,345,389 and with a continuing term of twenty years, subject to customary termination provisions. In consideration for this, the Company has agreed to issue, subject to the accomplishment of various contractual and operational milestones, 814,532 shares of Nuvve's common stock, par value $0.0001 per share, (the "Common Stock Consideration"), which is equivalent to approximately 19.9% of Nuvve's outstanding Common Stock as of the date of execution of the Cooperation Agreement representing an aggregate value of approximately $1,018,165 as of the close of trading on March 5, 2026, and, subject to prior shareholder approval and the accomplishment of various contractual and operational milestones, shares of Series B Convertible Preferred Stock of Nuvve (the "Preferred Stock Consideration"). Subject to completion of the requisite milestones, per the Cooperation Agreement, the Company will seek to hold a shareholder meeting for purposes of approval of the issuance of the Preferred Stock Consideration before any such issuance is made.

The foregoing descriptions of the terms of the Cooperation Agreement, Aggregation Service Agreement and Managerial Services Agreement are not intended to be complete and are qualified in their entirety by reference to the full text of the Cooperation Agreement, Aggregation Service Agreement and Managerial Services Agreement, which are filed as Exhibits 10.1, 10.2, 10.3, respectively, to this Current Report on Form 8-K and are incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

The offer and sale of the securities in the Cooperation Agreement was made pursuant to the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and/or Regulation S thereunder.

This report does not constitute an offer to sell or the solicitation of an offer to buy the securities in the described offering, nor shall there be any offer, solicitation or sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Item 7.01 Regulation FD Disclosure.

On March 6, 2026, the Company issued a press release announcing the entry into the Omnia Venture Agreements. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K, and is incorporated herein by reference.

The information contained in this Item 7.01 and Exhibit 99.1 of this Current Report on Form 8-K is being furnished and shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any registration statement or other filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference to such filing.

Item 8.01 Other Events.

Important Notice Regarding Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements or forward-looking information within the meaning of the U.S. Private Securities Litigation Reform Act of1995. Forward-looking statements may be identified by the use of forward-looking terms such as "may," "will," "expects," "believes," "aims," "anticipates," "plans," "looking forward to," "estimates," "projects," "assumes," "guides," "targets," "forecasts," "continue," "seeks" or the negatives of such terms or other variations on such terms or comparable terminology, although not all forward-looking statements contain such identifying words. Forward-looking statements include, but are not limited to, statements regarding the anticipated completion of the acquisition, the expected timing of recently announced projects, anticipated growth of various business areas, and other statements that are not historical facts. Nuvve cautions you that these forward-looking statements are subject to numerous risks and uncertainties, most of which are difficult to predict and many of which are beyond the control of Nuvve. Such statements are based upon the current beliefs and expectations of management and are subject to significant risks and uncertainties that could cause actual outcomes and results to differ materially. Some of these risks and uncertainties can be found in Nuvve's most recent Annual Report on Form 10-K and subsequent periodic reports filed with the Securities and Exchange Commission (SEC). These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in the Nuvve's filings with the SEC. Such forward-looking statements speak only as of the date made, and Nuvve disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Readers of this Current Report on Form 8-K.are cautioned not to place undue reliance on these forward-looking statements, since there can be no assurance that these forward-looking statements will prove to be accurate. This cautionary statement is applicable to all forward-looking statements contained in this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Cooperation Agreement between and among the Company, Omnia and Oelion, dated March 6, 2026.
10.2	Aggregation Service Agreement for Battery Energy Storage System (BESS) between and among the Company, Omnia and Oelion, dated March 6, 2026.
10.3	Service Agreement for Engineering and Managerial Consulting Service between and among the Company, Omnia and Oelion, dated March 6, 2026.
99.1	Press Release, dated March 6, 2026.
104	Cover Page Interactive Data File - the cover page XBRL tags are embedded within the Inline XBRL document.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: March 6, 2026

NUVVE HOLDING CORP.

By: /s/ Gregory Poilasne
Gregory Poilasne
Chief Executive Officer

Exhibit 10.1

MARCH 6TH, 2026

COOPERATION AGREEMENT

between

OMNIA Group Holdings AG

and

Oelion AB

and

Nuvve Holding Corp.

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EXHIBITS

Exhibit (E)	Oelion AB Lease Agreement And Grid Access (50MW)
Exhibit 2.1	European Projects
Exhibit 3.3(a)	Aggregation Service Agreement Terms
Exhibit 3.3(b)	Engineering and Managerial Consulting Service Agreement Terms
Exhibit 3.3(c)	Payment Schedule for Engineering and Managerial Consulting Services
Exhibit 6.2.6(a)	Consideration, Vesting and Escrow

THIS COOPERATION AGREEMENT (the "**CA**") is entered into on March 6th, 2026 ("**Signing Date**")

BETWEEN

(1) **Oelion AB,** a company organized under the laws of Sweden, with its registered office at Kungsportsavenyen 26, Box 19055, 400 12 Göteborg

– hereinafter the "**Swedish SPV**" –

(2) **Nuvve Holding Corp.**, a corporation organized under the laws of Delaware, with its registered office at at 2488 Historic Decatur Road, Suite 230, San Diego, Ca 92106.

– hereinafter the "**Nuvve**" –

(3) **OMNIA Group Holdings AG**, a company organized under the laws of Switzerland, with its registered office at c/o Gyseler AG, Ruessenstrasse 6, 6340 Baar

– hereinafter the "**OMNIA**" –

Each of the Swedish SPV, Nuvve and OMNIA shall hereinafter individually be referred to as "**Party**" and collectively as "**Parties**".

PREAMBLE

(A) WHEREAS this Preamble is designed to only facilitate the reading of this Agreement; nothing stated in this Preamble is intended to be used for interpreting this Agreement. Binding rights and obligations of the Parties are only created by the provisions of this Agreement following this Preamble.

(B) WHEREAS OMNIA is the ultimate parent company of the Swedish SPV.

(C) WHEREAS Nuvve is a publicly traded corporation listed on Nasdaq and is engaged in, inter alia, the business of vehicle-to-grid technology and energy aggregation services.

(D) WHEREAS the Parties wish to establish a cooperation and understanding regarding their ongoing business relationship. Therefore, they wish, for the benefit of Nuvve, to establish (i) a right of first refusal and (ii) an exclusive right to provide energy aggregation services as well as engineering and managerial consulting services to any new project of OMNIA and its Affiliates in Europe.

(E) WHEREAS the Parties wish to establish an option right for Nuvve to acquire certain assets from the Swedish SPV. As of the Signing Date, the Swedish SPV does not own all of the assets. The current state is as follows:

- The Swedish SPV is expected to own and operate a 50 MW battery energy storage system (BESS) project located at Marviken, Sweden (the "**Envisaged Project**") and to hold an interconnection agreement with the relevant grid operator regarding the interconnection of the Envisaged Project to the electricity grid (the "**Interconnector Agreement**").

- The Swedish SPV is a party as tenant to a lease agreement concerning the land in Marviken, Sweden, where the site of the Envisaged Project is located ("**Lease Agreement**"). The Lease Agreement is attached hereto as **Exhibit (E)**.

(F) WHEREAS the Parties wish to enter into an aggregation service agreement once the Envisaged Project is operational. In light of this, the Parties wish to establish another option right for Nuvve to provide such aggregation services in relation to the Envisaged Project.

(G) WHEREAS the Parties wish to enter into a consulting service agreement between the Swedish SPV and Nuvve for the operation of the Envisaged Project. OMNIA shall serve as guarantor for the obligations of the Swedish SPV under these agreements.

Therefore, the Parties enter into the following

COOPERATION AGREEMENT

1. DEFINED TERMS

In this Agreement, except where set forth otherwise, the following terms shall have the following meanings:

Admitted Liability	shall have the meaning as set forth in Section 6.2.11(d)(iii).
Affiliate	"**Affiliate**" means any entity directly or indirectly controlled by, controlling, or under common control with one of the Parties. For this purpose, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
Agreement	shall have the meaning as set forth in Section 6.2.
Aggregation Exercise Notice	shall have the meaning as set forth in Section 5.2.
Aggregation Option Period	shall have the meaning as set forth in Section 5.3.
Aggregation Option Right	shall have the meaning as set forth in Section 5.1.
Aggregation Service Agreement	shall have the meaning as set forth in Section 5.1.
Assumed Liabilities	shall have the meaning as set forth in Section 6.2.3.
CA	shall have the meaning as set forth before the Preamble.
Consulting Service Agreement	shall have the meaning as set forth in Section 4.
Dispute Statement	shall have the meaning as set forth in Section 6.2.11(d)(iv).
Envisaged Project	shall have the meaning as set forth in Preamble (E).

European Projects	shall have the meaning as set forth in Section 2.1.
Excluded Assets	shall have the meaning as set forth in Section 6.2.2.
Excluded Liabilities	shall have the meaning as set forth in Section 6.2.4.
Exercise Notice	shall have the meaning as set forth in Section 6.1.4.
Indemnifying Party	shall have the meaning as set forth in Section 6.2.11(d)(i).
Indemnified Party	shall have the meaning as set forth in Section 6.2.11(d)(i).
Interconnector Agreement	shall have the meaning as set forth in Preamble (E).
Lease Agreement	shall have the meaning as set forth in Preamble (E).
Losses	shall have the meaning as set forth in Section 6.2.11(b).
Nuvve	shall have the meaning as set forth before the Preamble.
Nuvve Indemnified Parties	shall have the meaning as set forth in Section 6.2.11(b).
OMNIA	shall have the meaning as set forth before the Preamble.
Option Consideration	shall mean 12,000 shares of Preferred Stock.
Option Period	shall have the meaning as set forth in Section 6.1.5.
Option Right	shall have the meaning as set forth in Section 6.1.1.
Parties	shall have the meaning as set forth before the Preamble.
Party	shall have the meaning as set forth before the Preamble.
Preferred Stock	shall have the meaning as set forth in Exhibit 6.2.6(a).
ROFR	shall have the meaning as set forth in Section 2.1.
ROFR Notice	shall have the meaning as set forth in Section 2.2.

Signing Date	shall have the meaning as set forth before the Preamble.
Sold Assets	shall have the meaning as set forth in Section 6.2.1.
Survival Date	shall have the meaning as set forth in Section 6.2.11(a).
Swedish SPV	shall have the meaning as set forth before the Preamble.
Swedish SPV Indemnified Parties	shall have the meaning as set forth in Section 6.2.11(c).
Taxes	shall have the meaning as set forth in Section 6.2.2(e).
Tax Period	shall have the meaning as set forth in Section 6.2.2(e).
Transaction	shall have the meaning as set forth in Section 6.1.1.

2. RIGHT OF FIRST REFUSAL

2.1 OMNIA shall, and hereby undertakes to procure that each of its Affiliates shall, grant Nuvve an exclusive right of first refusal (the "**ROFR**") with respect to new battery energy storage system projects developed, or to be developed, or owned by OMNIA or its Affiliates in Europe (the "**European Projects**"). The existing European Projects are listed in **Exhibit 2.1**. "**Affiliate**" means any entity directly or indirectly controlled by, controlling, or under common control with OMNIA. For this purpose, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

2.2 The ROFR shall be triggered if OMNIA or any of its Affiliates receives a bona fide third-party offer to acquire or invest in any European Project. Upon receipt of such offer, OMNIA shall provide Nuvve with written notice (the "**ROFR Notice**") containing the material terms and conditions of the third-party offer.

2.3 Nuvve should have 30 calendar days from receipt of the ROFR Notice to elect to acquire the European Project on the same terms and conditions as set forth in the third-party offer by providing written notice to OMNIA.

2.4 If Nuvve timely elects to exercise the ROFR, Nuvve and OMNIA shall proceed to negotiate and execute definitive agreements for the acquisition of the European Project on the terms set forth in the ROFR Notice. Notwithstanding the terms set forth in the ROFR Notice, Nuvve and OMNIA shall agree on terms not less favorable to Nuvve than the terms set out in Sections 6.2.9 to 6.2.11 below, as applicable, unless Nuvve agrees to terms less favorable.

2.5 If Nuvve does not timely exercise the ROFR, OMNIA and its Affiliates shall be free to proceed with the transaction with the third party on the same terms and conditions as set forth in the ROFR Notice for a period of 30 calendar days. If the transaction with the third party is not consummated within such period, the ROFR shall again apply to the European Project.

2.6 The ROFR shall commence on the Signing Date and shall continue for a period of 15 years, unless earlier terminated in accordance with its terms.

2.7 Following the Signing Date, the Parties shall in good faith discuss and agree on a binding ROFR Term Sheet, which shall set out the minimum commercial and legal terms applicable to any transaction carried out pursuant to Nuvve's exercise of the ROFR. The ROFR Term Sheet, once agreed, shall apply to all ROFR transactions regardless of deviating terms in any third-party offer, unless such terms are expressly more favourable to Nuvve.

2.8 The ROFR shall be binding on OMNIA, the Swedish SPV, OMNIA's other Affiliates and each of their successors.

3. EXCLUSIVITY FOR SERVICES

3.1 OMNIA hereby grants Nuvve an exclusive right to provide (i) energy aggregation services and (ii) engineering and managerial consulting services for all European Projects.

3.2 For the avoidance of doubt, this exclusivity is intended to ensure that, with respect to any European Project, Nuvve shall be the sole provider (directly or indirectly through its Affiliates or designees) of energy aggregation services as well as engineering and managerial services to the relevant project, owner or operator, as applicable.

3.3 OMNIA shall, and hereby undertakes to procure that each of its Affiliates shall, grant and observe an exclusivity in favor of Nuvve on terms no less favorable to Nuvve than those set forth in **Exhibit 3.3(a)** (energy aggregation services) and **Exhibit 3.3(b)** (engineering and managerial consulting services). Unless otherwise agreed between OMNIA and Nuvve, or their Affiliates responsible for the specific European Project, the monthly instalments to be paid in advance to Nuvve for the provision of engineering and managerial consulting services are set out in **Exhibit 3.3(c)**.

3.4 OMNIA shall not, and shall procure that its Affiliates shall not, appoint or engage any third party to provide energy aggregation services or engineering and managerial consulting services for any European Project.

3.5 The exclusivity pursuant to this Section 3 shall not apply with respect to a specific European Project only if and to the extent that Nuvve has provided a written declination to provide energy aggregation services or engineering and managerial consulting services for such European Project.

3.6 The exclusivity under this Section 3 shall commence on the Signing Date and continue for a period of fifteen (15) years. For the avoidance of doubt, this term is aligned with the term specified in Section 2.6 for the ROFR in respect of European Projects.

3.7 The Parties acknowledge that the intention of this Section 3 is complementary to, and does not limit, the obligation of the Parties to enter into the Consulting Service Agreements as defined in Section 4 below, and that this Section 3 is to be interpreted in a manner that preserves such obligation and Nuvve's exclusivity set forth therein.

3.8 OMNIA shall, and shall procure that its Affiliates shall, do all acts and things, and execute all further instruments and documents, as are reasonably necessary to give full effect to Nuvve's exclusivity under this Section 3.

3.9 A declination by Nuvve pursuant to this Section 3 shall not affect (i) any existing agreements, (ii) the validity of the exclusivity rights under this Section 3, or (iii) Nuvve's ability to enter into future agreements under this Section 3.

4. SERVICE AGREEMENT OBLIGATION

On the Signing Date, the Parties shall enter into a service agreement pursuant to which Nuvve shall provide engineering and managerial consulting services to the Swedish SPV in connection with the Envisaged Project substantially in the form as attached hereto as **Exhibit 4** (the "**Consulting Service Agreements**"). Nuvve's obligation to enter into the service agreement in accordance with section 4 is conditioned upon Nuvve's prior written approval of Exhibit 4 and the key terms.

5. OPTION RIGHT TO ENTER INTO AGGREGATION SERVICE AGREEMENT

5.1 OMNIA and the Swedish SPV hereby grant Nuvve an exclusive option right ("**Aggregation Option Right**") to enter into an aggregation service agreement in relation to the Envisaged Project ("**Aggregation Service Agreement**").

5.2 The Aggregation Option Right may be exercised by Nuvve at any time during the Aggregation Option Period (as defined below) by providing written notice to OMNIA of its intention to exercise the Aggregation Option Right ("**Aggregation Exercise Notice**").

5.3 The "**Aggregation Option Period**" shall commence on the Signing Date and shall continue for a period of fifteen (15) years.

5.4 Aggregation Option Right Terms

Upon receiving an Aggregation Exercise Notice, the Parties shall execute, in good faith, a definitive agreement for the Aggregation Service Agreement. The terms and conditions of the Agreement shall be substantially in the form attached hereto as **Exhibit 5.4**. In any case, the terms of the Aggregation Service Agreement shall not be less favorable to Nuvve than the terms set forth in **Exhibit 5.4**, unless Nuvve consents to less favorable terms.

5.5 OMNIA and the Swedish SPV shall, without undue delay, notify Nuvve in writing about any material occurrences that may affect Nuvve's decision to exercise the Aggregation Option Right. OMNIA and the Swedish SPV shall also provide Nuvve with the necessary information and documentation to enable Nuvve to determine whether to exercise the Aggregation Option Right.

6. OPTION RIGHT TO ACQUIRE MARVIKEN ASSETS

6.1 General Provisions

6.1.1 In exchange for Nuvve's issuance of the Option Consideration to OMNIA and/or its designees, OMNIA and the Swedish SPV hereby grant Nuvve an exclusive option right ("**Option Right**") to acquire the Interconnector Agreement and the Lease Agreement ("**Transaction**"). Nuvve shall issue the Option Consideration to OMNIA and/or its designees upon execution of this CA in accordance with Exhibit 6.2.6(a), as defined below.

6.1.2 Notwithstanding anything to the contrary in this CA or in Exhibit 6.2.6(a), no issuance, vesting, conversion, transfer, release or deposit into escrow of any Preferred Stock, Common Stock or any other equity instrument (including the Option Consideration) shall occur prior to:

i) The Transfer of Lease Agreement

ii) The transfer of the grid connection

6.1.3 OMNIA and the Swedish SPV shall, without undue delay, notify Nuvve in writing about any material changes to the Interconnector Agreement and the Lease Agreement. This includes, but is not limited to, the Swedish SPV entering into the Interconnector Agreement. OMNIA and the Swedish SPV shall also provide Nuvve with the necessary information and documentation to enable Nuvve to determine whether to exercise the Option Right.

6.1.4 The Option Right may be exercised by Nuvve at any time during the Option Period (as defined below) by providing written notice to OMNIA of its intention to exercise the Option Right ("**Exercise Notice**").

6.1.5 The "**Option Period**" shall commence on the Signing Date and shall continue for a period of fifteen (15) years.

6.2 Option Right Terms

Upon receiving an Exercise Notice, the Parties shall negotiate and execute, in good faith, a definitive agreement for the transfer and assignment of the Interconnector Agreement and the Lease Agreement to Nuvve ("**Agreement**"). The terms and conditions of the Agreement shall be mutually agreed upon by the Parties, but shall not be less favorable to Nuvve than the terms set forth in this Section 6.2, unless Nuvve consents to less favorable terms.

6.2.1 Sold Assets

Nuvve acquires and assumes all rights, obligations, and benefits under the Interconnector Agreement and the Lease Agreement with effect as of a closing date to be specified by the Parties ("**Sold Assets**").

The Sold Assets consist exclusively of:

(a) The Interconnector Agreement, including all rights, obligations, benefits, and entitlements thereunder;

(b) all rights to receive any payments, rebates, or other benefits under the Interconnector Agreement;

(c) all rights to enforce the terms of the Interconnector Agreement against the grid operator;

(d) the Lease Agreement, including all rights, obligations, benefits, and entitlements thereunder;

(e) all rights to use and occupy the land specified in the Lease Agreement;

(f) all rights to enforce the terms of the Lease Agreement against the lessor; and

(g) all rights to receive any benefits or entitlements under the Lease Agreement.

6.2.2 Excluded Assets

The following assets shall be excluded from the Transaction ("**Excluded Assets**"):

(a) All tangible assets relating to the Envisaged Project, including but not limited to battery energy storage equipment, transformers, switchgear, control systems, land, buildings, and other physical infrastructure, excluding the land use rights under the Lease Agreement;

(b) all permits, licenses, and governmental authorizations relating to the Envisaged Project, other than those specifically incorporated into the Interconnector Agreement and the Lease Agreement;

(c) all contracts, agreements, and arrangements relating to the Envisaged Project, other than the Interconnector Agreement and the Lease Agreement;

(d) all intellectual property rights relating to the Envisaged Project;

(e) any claims for the refund of any taxes, social security contributions or other public charges (together with any penalties, fines, interests or addition thereto) ("**Taxes**") relating to any Tax assessment period ("**Tax Period**") ending prior to the effective date to be specified by the Parties;

(f) any rights and claims related to any Excluded Asset; and

(g) all other assets not specifically included in the Sold Assets as described in Section 6.2.1.

6.2.3 Assumed Liabilities

Nuvve assumes, subject to the terms and conditions of the definitive Agreement, with commercial effect as of the effective date to be specified by the Parties, the following liabilities to the extent that they relate exclusively to the Interconnector Agreement and the Lease Agreement ("**Assumed Liabilities**"):

(a) Obligations and liabilities arising under the Interconnector Agreement that accrue after the effective date to be specified by the Parties, including but not limited to payment obligations for interconnection services, grid fees, and other charges;

(b) obligations to comply with the technical and operational requirements specified in the Interconnector Agreement after the effective date to be specified by the Parties;

(c) liabilities to the grid operator arising from Nuvve's operation or use of the Interconnector Agreement after the effective date to be specified by the Parties;

(d) obligations and liabilities arising under the Lease Agreement that accrue after the effective date to be specified by the Parties, including but not limited to rent payments, maintenance obligations, and other charges specified in the Lease Agreement;

(e) obligations to comply with the terms and conditions of the Lease Agreement after the effective date to be specified by the Parties, including use restrictions, maintenance requirements, and other covenants;

(f) liabilities to the lessor of the Lease Agreement arising from Nuvve's use or occupation of the land under the Lease Agreement after the effective date to be specified by the Parties.

6.2.4 Excluded Liabilities

Nuvve shall not assume, and the Swedish SPV shall retain, any obligation and liability of the Swedish SPV other than the Assumed Liabilities and in particular none of the following obligations or liabilities ("**Excluded Liabilities**") shall be Assumed Liabilities, provided that in the event that any Excluded Liability arises, or is assumed by Nuvve by operation of law, the Swedish SPV shall internally, as between Nuvve and the Swedish SPV, remain exclusively responsible and shall indemnify and hold harmless Nuvve therefor:

(a) Any obligations or liability relating to any Excluded Asset;

(b) any obligation or liability arising from any failure by the Swedish SPV, on or prior to the effective date to be specified by the Parties, to comply with any applicable law, regulation, or contractual obligation;

(c) any obligation or liability related to any governmental grant or subsidy to the Swedish SPV on or prior to the effective date to be specified by the Parties;

(d) any obligation or liability related to any pending proceedings, litigation or disputes;

(e) any obligations or liabilities arising under the Interconnector Agreement or the Lease Agreement that relate to periods prior to the effective date to be specified by the Parties;

(f) any obligation or liability for (i) any breaches of contract or (ii) any injury or damage caused by services rendered by the Swedish SPV on or prior to the effective date to be specified by the Parties; and

(g) all other obligations and liabilities not specifically assumed by Nuvve under Section 6.2.3.

6.2.5 Consent

Prior to the Signing Date, the necessary consents shall be obtained, including, but without limitation:

(a) Necessary shareholders' or directors' resolutions of the Swedish SPV, OMNIA, and Nuvve;

(b) the grid operator has consented to the transfer of the Interconnector Agreement to Nuvve;

(c) the lessor of the Lease Agreement has consented to the transfer of the Lease Agreement to Nuvve.

6.2.6 Consideration

(a) The consideration for the Sold Assets shall be made by issuing the Preferred Stock set forth in **Exhibit 6.2.6(a),** which shall be issued to OMNIA in accordance with the vesting schedule and conditions specified therein.

(b) The Parties acknowledge and agree that the value of the Envisaged Project to Nuvve is greatly impacted by time and cost assumptions, which should impact the ability to vest and the consideration paid. Accordingly, the vesting of consideration under **Exhibit 6.2.6(a)** is expressly subject to the material deviation protections set forth in **Exhibit 6.2.6(a)**, including, but not limited to, protections relating to:

(i) Material delays in battery delivery or completion of the Envisaged Project;

(ii) material differences in actual costs of the Envisaged Project compared to OMNIA's Financial Model assumptions; and

(iii) material differences in debt interest terms or other financing arrangements compared to OMNIA's Financial Model assumptions.

(c) In the event of any material deviation from OMNIA's Financial Model assumptions as described in **Exhibit 6.2.6(a)**, the Parties shall be obligated to work in good faith to adjust the vesting schedule and/or future consideration to reflect the actual conditions and their impact on the Envisaged Project's value to Nuvve.

(d) The provisions of this Section 6.2.6 and **Exhibit 6.2.6(a)** are integrated and shall be read together. In the event of any inconsistency between this Section 6.2.6 and **Exhibit 6.2.6(a)**, the more specific provisions of **Exhibit 6.2.6(a)** shall prevail.

(e) The Financial Model referenced in this CA and **Exhibit 6.2.6(a)** constitutes a fundamental basis for the Transaction, and material deviations from its assumptions may affect both the timing and amount of consideration payable to OMNIA.

(f) Notwithstanding any vesting triggers, milestones or release mechanisms set forth in this Section 6.2.6 or in Exhibit 6.2.6(a), no vesting, release, conversion or delivery of shares shall occur, and the escrow agent shall not be instructed to accept or release any shares, until the conditions precedent set out in Section 6.1.2 and Section 6.2.7 have been fully satisfied or waived by Nuvve in its sole discretion. Any purported vesting or release mechanism prior to such satisfaction shall be null and void.

6.2.7 Closing conditions

The obligation of each party of this Transaction to consummate the Transaction is subject to the satisfaction or waiver (where permitted by law) of the following conditions precedent:

(a) Completion of due diligence by Nuvve satisfactory to Nuvve in its reasonable discretion;

(b) accuracy of warranties of the other party as of the closing date to be specified by the Parties;

(c) compliance by the Parties with all covenants contained in the Agreement;

(d) no material adverse change in the Interconnector Agreement, the Lease Agreement, or the rights thereunder; and

(e) receipt of all necessary regulatory approvals.

6.2.8 Consummation of the Agreement

The closing of the Transaction contemplated by the Agreement shall occur on the closing date to be specified by the Parties. On this closing date, the following actions and events shall be taken or take place simultaneously at the offices of Nuvve Holdiung Corp, 2488 Historic Decatur Road, Suite 230, San Diego, Ca 92106, or at such other place as agreed between the Parties:

(a) The Swedish SPV transfers and assigns to Nuvve and Nuvve accepts such transfer and assignment, subject to the terms and conditions of the Agreement, with effect in rem as of the closing date to be specified by the Parties, the Interconnector Agreement and the Lease Agreement, including all rights, obligations, benefits, and entitlements thereunder;

(b) the Swedish SPV and Nuvve execute the Service Agreements in accordance with Section 4;

(c) Nuvve pays the remaining consideration in accordance with **Exhibit 6.2.6**;

(d) the Swedish SPV notifies the grid operator of the transfer and assignment of the Interconnector Agreement from the Swedish SPV to Nuvve; and

(e) the Swedish SPV notifies the lessor of the Lease Agreement of the transfer and assignment of the Lease Agreement from the Swedish SPV to Nuvve.

6.2.9 Warranties

(a) In the Agreement, the Swedish SPV warrants to Nuvve as of the signing date and as of the closing date to be specified by the Parties that:

(i) The Swedish SPV has the full corporate power and authority to enter into the Agreement and to perform its obligations hereunder;

(ii) the execution, delivery, and performance of the Agreement by the Swedish SPV have been duly authorized by all necessary corporate action;

(iii) the Agreement constitutes a valid and binding obligation of the Swedish SPV, enforceable against the Swedish SPV in accordance with its terms;

(iv) the Swedish SPV has good and marketable title to the Interconnector Agreement and the Lease Agreement, free and clear of all liens, encumbrances, and third-party rights;

(v) the Interconnector Agreement and the Lease Agreement are valid, binding, and in full force and effect;

(vi) the Swedish SPV has not received any notice of default or termination under the Interconnector Agreement or the Lease Agreement;

(vii) to the best of the Swedish SPV's knowledge, there are no pending or threatened claims, disputes, or proceedings that would materially adversely affect the Interconnector Agreement, the Lease Agreement, or the Swedish SPV's ability to transfer the same;

(viii) the transfer of the Interconnector Agreement to Nuvve does not require any consent other than the consent of the grid operator, which as of the closing date to be specified by the Parties has been obtained;

(ix) the transfer of the Lease Agreement to Nuvve does not require any consent other than the consent of the lessor of the Lease Agreement, which as of the closing date to be specified by the Parties has been obtained; and

(x) the Swedish SPV has complied with all applicable laws, regulations, and ordinances in connection with the Interconnector Agreement and the Lease Agreement.

(b) Nuvve warrants to the Swedish SPV as of the signing date and as of the closing date to be specified by the Parties that:

(i) Nuvve has the full corporate power and authority to enter into the Agreement and to perform its obligations hereunder;

(ii) the execution, delivery, and performance of the Agreement by Nuvve have been duly authorized by all necessary corporate action;

(iii) the Agreement constitutes a valid and binding obligation of Nuvve, enforceable against Nuvve in accordance with its terms.

6.2.10 Taxes

(a) The Swedish SPV shall indemnify and hold harmless Nuvve from and against any liability of Nuvve for Taxes arising in relation to any event, act or omission occurring on or before the effective date to be specified by the Parties or in relation to any income, profits or gains earned, accrued or received in any period ending on or before the effective date to be specified by the Parties, in each case relating to the Interconnector Agreement or the Lease Agreement, except to the extent that such Taxes have been paid prior to the effective date to be specified by the Parties.

(b) Nuvve shall indemnify and hold harmless the Swedish SPV from and against any liability of the Swedish SPV for Taxes arising in relation to any event, act or omission occurring after the effective date to be specified by the Parties or in relation to any income, profits or gains earned, accrued or received in any period ending after the effective date to be specified by the Parties, in each case relating to the Interconnector Agreement or the Lease Agreement.

6.2.11 Indemnification

(a) Survival

All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall survive and will continue in full force and effect for a period from the signing date to be specified by the Parties until the date that is the three (3) year anniversary from this signing date, except for tax matters claims which will survive eight (8) years from this signing date (the applicable date on which a representation, warranty, covenant, or agreement expires pursuant to the foregoing, the"**Survival Date**").

(b) Indemnification of Nuvve

The Swedish SPV shall indemnify and hold harmless Nuvve and their respective successors and their respective affiliates and representatives (collectively, the "**Nuvve Indemnified Parties**") from and against any and all losses, damages, liabilities, deficiencies, actions, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees but excluding (i) any frustrated expenses, and (ii) any incidental expenses or internal costs incurred by Nuvve (collectively "**Losses**") that may be paid, suffered or incurred by any Nuvve Indemnified Party that result from (including any allegations of third parties that if true would constitute): (a) any inaccuracy or breach of any warranty made by the Swedish SPV in the Agreement or any schedule, certificate or exhibit related thereto; (b) any failure by the Swedish SPV to perform or fulfil any of its covenants, obligations or agreements required to be performed by the Swedish SPV under the Agreement; or (c) any action relating to any matter referred to in clauses (a) through (b) above.

(c) Indemnification of the Swedish SPV

Nuvve shall indemnify and hold harmless the Swedish SPV and their respective successors and their respective affiliates and representatives (collectively, the "**Swedish SPV Indemnified Parties**") from and against any and all Losses that may be paid, suffered or incurred by any Swedish SPV Indemnified Party that result from (including any allegations of third parties that if true would constitute): (a) any inaccuracy or breach of any warranty made by Nuvve in the Agreement or any schedule, certificate or exhibit related thereto; (b) any failure by Nuvve to perform or fulfil any of its covenants, obligations or agreements required to be performed by Nuvve under the Agreement; or (c) any action relating to any matter referred to in clauses (a) through (b) above.

(d) Indemnification Procedures

(i) Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the other party (the "**Indemnifying Party**").

(ii) The Indemnified Party shall afford to the Indemnifying Party reasonable access during normal business hours, to all their respective personnel who may have knowledge of the facts and circumstances, and to all their respective properties, books, Contracts and records, relating to any claim by an Indemnified Party pursuant to Section 6.2.11(b) or Section 6.2.11(c) (as applicable) and otherwise reasonably cooperate with the Indemnifying Party in investigating any such claim.

(iii) In the event the Indemnifying Party does not dispute the claim or only disputes a portion thereof, then the amount of the claim or the portion thereof not disputed shall be deemed to be admitted (an "**Admitted Liability**"). Upon the occurrence of an Admitted Liability, the Indemnifying Party shall promptly pay to the Indemnified Party an amount equal to the Admitted Liability by wire transfer of immediately available funds.

(iv) In the event the Indemnifying Party shall dispute the validity of all or any amount of a claim, the Indemnifying Party shall, within forty (40) calendar days of its receipt of the claim, execute and deliver to the Indemnified Party a notice setting forth with reasonable particularity the grounds and the basis upon which the claim or any portion thereof is disputed (the "**Dispute Statement**"). If the Indemnifying Party delivers a Dispute Statement, then the amount of the claim disputed by the Indemnifying Party in such Dispute Statement shall not be payable to the Indemnified Party until either (i) Nuvve and the Swedish SPV agree in writing to the resolution of the amount of the claim disputed by the Indemnifying Party in such Dispute Statement or (ii) an arbitral panel or a court of competent jurisdiction in accordance with Section 6.2.14 enters a final non-appealable decree, order, judgment, or settlement directing the payment to such Indemnified Party of the amount of the claim disputed by the Indemnifying Party in such Dispute Statement. Upon such written agreement or final decree, order, judgment, or settlement, as the case may be, the Indemnifying Party shall promptly pay to the Indemnified Party an amount equal to the amount of such claim so agreed or ordered to be paid by wire transfer of immediately available funds.

(v) If a claim involves a claim by a third party against the Indemnified Party, the Indemnifying Party may, within fifteen (15) calendar days after receipt of such notice and upon notice to the Indemnified Party, assume, with counsel reasonably satisfactory to the Indemnified Party, at the sole cost and expense of the Indemnifying Party, the settlement or defense thereof; provided, however, that the Indemnified Party may participate in such settlement or defense through counsel chosen by it at its sole expense. Notwithstanding the foregoing, (x) the Indemnified Party may take over the control of the defense or settlement of a third-party claim at any time if it irrevocably waives its right to indemnity under this Section 6.2.11 with respect to such claim and (y) the Indemnifying Party may not, without the consent of the Indemnified Party, settle or compromise any action or consent to the entry of any judgment, such consent not to be unreasonably withheld. The Indemnified Party shall not pay or settle any such claim without the Indemnifying Party's consent, such consent not to be unreasonably withheld.

(e) Cumulative Remedies

The rights and remedies provided in this Section 6.2.11 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

6.2.12 Guarantor

OMNIA unconditionally and irrevocably guarantees to Nuvve the due and punctual payment and performance of all obligations of the Swedish SPV under the Agreement. In particular, OMNIA guarantees the full and timely payment of all amounts due to Nuvve under the Agreement.

6.2.13 Costs

All expenses, costs, fees and charges in connection with the Transactions including, without limitation, fees for legal services, shall be borne by the party commissioning the respective costs, fees and charges.

6.2.14 Governing law; Jurisdiction

(a) Except for any disputes or claims arising out of or in connection with the Preferred Stock, the Agreement and any disputes or claims arising out of or in connection with its subject matter shall be governed by and construed in accordance with the laws of Sweden, without regard to i) the UN Convention on the Sale of Goods and ii) its conflict of laws principles.

(b) Except for any disputes or claims arising out of or in connection with the Preferred Stock, any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC) in accordance with the SCC Rules. The seat of arbitration shall be Stockholm, Sweden, and the language shall be English. The arbitral award shall be final and binding.

6.2.15 Miscellaneous

(a) The Agreement and its exhibits shall supersede all previous understandings, oral or written letters of intent and other legally binding or non-binding agreements between or among the Parties regarding the subject of the Agreement.

(b) Amendments and additions to the Agreement shall be valid only if they comply with written-form requirements unless a stricter form is prescribed by statute. This shall also apply to any amendment or addition to the written-form requirement provided for in sentence 1.

(c) The exhibits named in the Agreement are an integral part thereof. Unless otherwise specified in the Agreement, if there is a disparity between an exhibit and any provision of the Agreement, the latter shall prevail.

(d) If any provision of the Agreement is or becomes invalid or inapplicable in whole or in part, or if the Agreement contains a lacuna, this shall have no effect on the validity of the other provisions. The invalid or unenforceable provision shall be deemed to have been replaced by a valid and enforceable provision which reflects the meaning and purpose of the invalid or unenforceable provision. In the event of a lacuna, the provision which reflects what would have been agreed according to the meaning and purpose of the Agreement if the matter had been considered at the outset shall be deemed to apply. This shall also apply if the invalidity of a provision is attributable to a unit of performance or time stipulated in the Agreement; in such cases the agreed unit of performance or time shall be deemed to have been replaced by a unit which lawfully and as closely as possible reflects the original intention.

(e) If any provision of the Agreement needs to be interpreted or expanded, this shall be done in a manner which as far as possible preserves the spirit, content and purpose of the Agreement. In so doing, those provisions shall be deemed to apply which the Parties would have concluded had they been aware of the need for interpretation or expansion at the time the Agreement was concluded.

(f) The Agreement constitutes the whole and only agreement and understanding between the Parties in relation to its subject matter. All previous drafts, agreements, understandings, undertakings, representations, warranties, promises and arrangements of any nature whatsoever between the Parties or any of them with any bearing on the subject matter of this Agreement are superseded and extinguished to the extent that they have such a bearing, except insofar as any such thing is in terms repeated or otherwise reflected in the Agreement.

7. WRITTEN NOTICES

Notices to be given in writing under the CA shall be delivered either by hand or courier company, with an advance copy sent by email. Notifications shall be sent to the addresses most recently designated by Nuvve or OMNIA. A written notice shall be deemed to have been received at the time of delivery by hand or courier company.

8. ASSIGNMENT AND PERFORMANCE THROUGH AFFILIATES

Nuvve may assign or transfer this CA and any rights or obligations hereunder (including any options, rights of first refusal, or rights to acquire assets or enter into future agreements) to any Affiliate of Nuvve, without the consent of OMNIA or the Swedish SPV. Nuvve may perform its obligations under this CA through any affiliate or subcontractor.

OMNIA and the Swedish SPV may not assign or transfer this CA without Nuvve's prior written consent.

9. CHANGE OF CONTROL OF NUVVE

A Change of Control of Nuvve shall not constitute a breach of this CA, shall not require any consent from OMNIA or the Swedish SPV, and shall not affect or restrict Nuvve's ability to exercise any of its rights or perform any of its obligations under this CA.

For the avoidance of doubt, ordinary capital market transactions, issuances of securities, restructurings within the Nuvve group, or changes in ownership resulting from public trading of shares shall not trigger any approval right or termination right for the counterparties.

10. GENERAL PROVISIONS

10.1 This CA constitutes a standalone agreement between OMNIA, the Swedish SPV, and Nuvve. The rights and obligations set forth herein are intended to be comprehensive and govern the relationship between the parties with respect to the subject matter herein.

10.2 This CA shall be governed by Swedish law law and without regard to the UN Convention on the Sale of Goods and its conflict of laws principles. Any dispute arising out of or in connection with this CA shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC) in accordance with the SCC Rules.The seat of arbitration shall be Stockholm, Sweden, and the language shall be English. The arbitral award shall be final and binding.

10.3 This CA and its terms shall be treated as confidential by the Parties and shall not be disclosed to any third party without the prior written consent of the other Parties, except that disclosure may be made:

a) as required by law, regulation, court order, stock exchange rules (including Nasdaq rules) or the rules of any other applicable securities market;

b) to regulators, governmental authorities, or persons exercising supervisory powers over a Party;

c) to a Party's legal, financial or technical advisers, auditors, insurers or financing sources (including potential or actual lenders and equity providers), provided such persons are bound by customary confidentiality obligations;

d) by Nuvve or its affiliates, to the extent necessary for public company reporting, securities law compliance, or investor communications, provided that price-sensitive or confidential information is only disclosed to the extent strictly required.

10.4 This CA and its exhibits shall supersede all previous understandings, oral or written letters of intent and other legally binding or non-binding agreements between or among the Parties regarding the subject of the CA.

10.5 Amendments and additions to the CA shall be valid only if they comply with written-form requirements unless a stricter form is prescribed by statute. This shall also apply to any amendment or addition to the written-form requirement provided for in sentence 1.

10.6 The exhibits named in the CA are an integral part thereof. Unless otherwise specified in the CA, if there is a disparity between an exhibit and any provision of the CA, the latter shall prevail.

10.7 If any provision of the CA is or becomes invalid or inapplicable in whole or in part, or if the CA contains a lacuna, this shall have no effect on the validity of the other provisions. The invalid or unenforceable provision shall be deemed to have been replaced by a valid and enforceable provision which reflects the meaning and purpose of the invalid or unenforceable provision. In the event of a lacuna, the provision which reflects what would have been agreed according to the meaning and purpose of the Agreement if the matter had been considered at the outset shall be deemed to apply. This shall also apply if the invalidity of a provision is attributable to a unit of performance or time stipulated in the CA; in such cases the agreed unit of performance or time shall be deemed to have been replaced by a unit which lawfully and as closely as possible reflects the original intention.

10.8 If any provision of the CA needs to be interpreted or expanded, this shall be done in a manner which as far as possible preserves the spirit, content and purpose of the CA. In so doing, those provisions shall be deemed to apply which the Parties would have concluded had they been aware of the need for interpretation or expansion at the time the CA was concluded.

10.9 The CA constitutes the whole and only agreement and understanding between the Parties in relation to its subject matter. All previous drafts, agreements, understandings, undertakings, representations, warranties, promises and arrangements of any nature whatsoever between the Parties or any of them with any bearing on the subject matter of this Agreement are superseded and extinguished to the extent that they have such a bearing, except insofar as any such thing is in terms repeated or otherwise reflected in the CA.

***

AS WITNESS the signatures of the Parties or their duly authorised representatives on the date first written at the beginning of this Agreement

Oelion AB

/s/ Leo Adler

Leo Adler
Director

Nuvve Holding Corp.

San Diego, the 6th Day of March 2026

/s/ Gregory Poilasne

Gregory Poilasne
CEO

OMNIA Global

/s/ Daniel Hansen

Daniel Hansen
CEO

LAND LEASE AGREEMENT

Between:

Oelion AB ("**Tenant**"), Reg. No. 559481-1308, Kungsportsavenyen 26, Box 19055, 400 12 Gothenburg, Sweden

and

Marviken TWO AB ("**Landowner**"), Reg. No. 559223-1491, Kungsportsavenyen 26, Box 19055, 400 12 Gothenburg, Sweden

(Hereinafter collectively referred to as the "Parties" and individually as a "Party").

1. BACKGROUND

1.1 The Landowner is the registered owner of the property **Norrköping Ramnö 1:7** (the "Property"). There is an approved building permit for establishing a BESS facility on the Property. The Tenant wishes to establish a BESS facility on the Property and, for this purpose, needs to lease land.

1.2 Based on the above, the Parties have agreed that the Tenant shall lease land from the Landowner under the terms and conditions outlined in this lease agreement (the "Agreement").

2. GRANT OF LEASE

2.1 The Landowner hereby grants the Tenant the right to use the land area on the Property as indicated in **Appendix 2.1** (the "Leased Area").

2.2 The Leased Area is granted for the purpose of establishing, maintaining, and commercially operating an energy storage facility (the "Battery Park"). The Parties aim for the Battery Park, at targeted expansion and capacity, to comprise a total of up to **50 MWh**. The Parties share the common goal of achieving maximum expansion as soon as possible.

2.3 The Tenant is entitled to construct and maintain the BESS facility within the Leased Area. This includes, but is not limited to, foundations, batteries, power electronics, transformer stations, measurement stations, fences, weather protection, temporary buildings, and other structures and installations necessary for the construction and operation of the BESS facility.

2.4 The Tenant is responsible for operating within the permits required for its operations on the Leased Area and must conduct its activities in accordance with applicable laws, regulations, authority directives, and the permits issued for the construction, establishment, and operation of the BESS facility.

3. CONDITION AND PREPARATION

3.1 The Leased Area is leased in its existing condition. The Tenant must keep the Leased Area well-maintained and in good order. The Tenant is not responsible for maintenance unrelated to its operations.

3.2 The Tenant is entitled to establish and maintain temporary storage areas and turning spaces within the Leased Area during the construction of the BESS facility.

3.3 The Landowner has both the right and the obligation to clear trees designated by the Tenant within the Leased Area at its own expense to facilitate the establishment of the Battery Park. The felled trees shall remain the property of the Landowner and must be handled by the Landowner. If the Landowner fails to clear the designated trees within a reasonable time, the Tenant shall have the right to carry out the clearing at the Landowner's expense. The felled trees shall remain the property of the Landowner and must be placed at a location designated by the Landowner within the Property.

3.4 The Tenant is responsible for and shall carry out all necessary ground preparation work within the Leased Area at its own expense. The Tenant has the right to clear undergrowth, grass, and bushes within the Leased Area at its own expense. Additionally, the Tenant may, at its own expense and after consultation with the Landowner, fell individual trees within the Leased Area that are not covered under **Clause 3.3**. Such felled trees shall remain the property of the Landowner and must be placed at a location designated by the Landowner within the Property.

3.5 During the construction of the Battery Park, the Tenant is entitled to temporarily use areas outside the Leased Area but within the Property, as designated by the Landowner. If such areas need to be used for more than **two (2) months**, the Tenant shall compensate the Landowner for the excess period as per a separate agreement between the Parties.

4. INFRASTRUCTURE

4.1 The Tenant has the right to use the Landowner's existing roads within the Property to access the Leased Area. The Tenant is further entitled to widen, straighten, and/or reinforce existing roads and construct new roads within the Property and the Leased Area. The construction of new roads must be carried out in consultation with the Landowner with the objective of minimizing inconvenience to the Landowner. Constructed roads shall, after the expiration of the lease period, be transferred to the Landowner free of charge or restored to their original condition if the Landowner so prefers. The Landowner retains the right to use any roads newly constructed by the Tenant outside the fenced project area. If any damage occurs to a road, whether caused by the Tenant or the Landowner, the responsible Party must promptly repair the damage at its own expense.

4.2 The Tenant has the right to connect the BESS facility to the high voltage Substation on the Landowner's land and operated by Vattenfall. The Tenant has the right to use existing

signed. If the lease committee's review results in the exemption being denied, the Agreement shall otherwise remain valid.

7. LEASE FEE

7.1 The annual lease fee for the entire capacity of 50 MWh is agreed to be 5% of all revenues generated by the battery storage established on the Leased Premises.

7.2 All revenues include income from balancing services sold through an aggregator and other income related to load-shifting, peak-shaving, or backup power supplied locally to other entities at the site.

7.3 Applicable value-added tax (VAT) at the time of payment shall be added.

7.4 The lease fee shall be paid by the Tenant on a monthly basis to an account designated by the Landowner.

7.6 The Tenant shall be responsible for fees, property tax, and other costs incurred as a result of the Tenant's activities on the Leased Premises. If the Property is subject to additional fees or taxes due to the Tenant's operations within the Leased Premises or BESS facility, the Tenant shall fully compensate the Landowner for such fees and taxes.

8. CONFIDENTIALITY

Each Party undertakes not to disclose any information about the content of the Agreement to third parties without the prior written consent of the other Party. The confidentiality obligation does not apply if a Party is required to disclose information by law, regulation, or government decision or if the Party needs to protect its rights in legal proceedings. The confidentiality obligation also does not apply to the Party's professional financial or legal advisors, financiers, or investors, provided that these individuals are bound by a corresponding confidentiality obligation.

9. INSURANCE AND LIABILITY

9.1 The Tenant undertakes to obtain and maintain appropriate insurance for the Tenant's operations, covering damages to both the Tenant's property and any damages for which the Tenant is liable under this Agreement.

9.2 The Tenant shall be liable for any damage to the Property caused by the Tenant's activities on the Leased Premises. The Tenant shall indemnify the Landowner against any claims for damages from third parties, provided that such claims arise from the Tenant's activities on the Leased Premises. The Tenant shall not be liable for damages unrelated to its activities on the Leased Premises.

9.3 The Tenant shall take all reasonable measures to prevent environmental damage. The Tenant undertakes, at its own expense, to remedy and restore any environmental damage

electrical infrastructure within the Property for connection to the power grid, at the Landowner's cost price. Any connection costs shall be borne by the Tenant. The Tenant is entitled to utilize the Landowner's or an appointed third party's electricity contract to provide services. If such an electricity contract is utilized by the Tenant, the Landowner or the appointed third party shall resell the Tenant's battery capacity to an aggregator at the Landowner's or appointed party's cost price.

4.3 The Tenant has the right to install and lay underground cables and pipelines within the Leased Area and the Property, including but not limited to electrical lines, telecommunication cables, and fiber optic cables. Such installations must be placed in a manner that minimizes inconvenience to the Landowner.

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5. USE OF LEASED AREA

5.1 From **September 1, 2025**, until the expiration of the lease term, the Tenant shall have full and exclusive rights to the Leased Area. However, the Landowner retains the right to use land that the Tenant does not require within the Leased Area. The Landowner undertakes not to obstruct roads necessary for the Tenant's transportation or maintenance of the BESS facility.

5.2 The Landowner guarantees that as of the Agreement Date, there is an issued building permit supporting the planned BESS facility on the Leased Area.

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6. VALIDITY AND TERMINATION

6.1 The lease is granted for **twenty (20) years**, commencing on **September 1, 2025**.

6.2 The Agreement must be terminated in writing no later than **twelve (12) months** before the expiration of the lease term. If not terminated, the Agreement shall automatically renew for successive periods of **five (5) years** each under the same terms and conditions. However, the Parties undertake to engage in good faith negotiations regarding a potential extension of the Agreement at least **twenty-four (24) months** before the expiration of the lease term.

6.3 The Tenant has the right to terminate the Agreement early with **twelve (12) months'** written notice. Lease payments shall continue until the Tenant has restored the land to the agreed condition.

6.4 The Landowner has the right to reclaim the Leased Area early if the Tenant fails to pay the agreed lease fee, subject to a **six (6) months'** notice period. Additionally, the Landowner may reclaim parts of the Leased Area after **eight (8) years**, with **twelve (12) months'** notice, if required for activities described in **Appendix 6.4**.

6.5 Each Party has the right to individually apply for an exemption from the lease committee regarding the Landowner's right to terminate the Agreement early according to Section 6.4. The application must be submitted within one (1) month from the date this Agreement is

signed. If the lease committee's review results in the exemption being denied, the Agreement shall otherwise remain valid.

7. LEASE FEE

7.1 The annual lease fee for the entire capacity of 50 MWh is agreed to be 5% of all revenues generated by the battery storage established on the Leased Premises.

7.2 All revenues include income from balancing services sold through an aggregator and other income related to load-shifting, peak-shaving, or backup power supplied locally to other entities at the site.

7.3 Applicable value-added tax (VAT) at the time of payment shall be added.

7.4 The lease fee shall be paid by the Tenant on a monthly basis to an account designated by the Landowner.

7.6 The Tenant shall be responsible for fees, property tax, and other costs incurred as a result of the Tenant's activities on the Leased Premises. If the Property is subject to additional fees or taxes due to the Tenant's operations within the Leased Premises or BESS facility, the Tenant shall fully compensate the Landowner for such fees and taxes.

8. CONFIDENTIALITY

Each Party undertakes not to disclose any information about the content of the Agreement to third parties without the prior written consent of the other Party. The confidentiality obligation does not apply if a Party is required to disclose information by law, regulation, or government decision or if the Party needs to protect its rights in legal proceedings. The confidentiality obligation also does not apply to the Party's professional financial or legal advisors, financiers, or investors, provided that these individuals are bound by a corresponding confidentiality obligation.

9. INSURANCE AND LIABILITY

9.1 The Tenant undertakes to obtain and maintain appropriate insurance for the Tenant's operations, covering damages to both the Tenant's property and any damages for which the Tenant is liable under this Agreement.

9.2 The Tenant shall be liable for any damage to the Property caused by the Tenant's activities on the Leased Premises. The Tenant shall indemnify the Landowner against any claims for damages from third parties, provided that such claims arise from the Tenant's activities on the Leased Premises. The Tenant shall not be liable for damages unrelated to its activities on the Leased Premises.

9.3 The Tenant shall take all reasonable measures to prevent environmental damage. The Tenant undertakes, at its own expense, to remedy and restore any environmental damage

resulting from its operations within the Leased Premises. This obligation shall survive the termination of the Agreement.

10. NOTICES

Any demands, requests, complaints, or other notices from one Party to the other must be in writing and will be considered received by the other Party if sent via:

1. **Courier service,** in which case the notice is deemed received **two (2) business days** from the dispatch date.

2. **Registered mail**, in which case the notice is deemed received **three (3) business days** from the dispatch date.

3. **Email**, in which case the notice is deemed received on the same business day if sent between **08:00 and 17:00**, otherwise on the next business day.
The notice must be sent to the following addresses (or any other address as notified by one Party to the other under this provision):
Notice to the Tenant:
Name: Leo Adler
Email: leo@ai-capital.se
Notice to the Landowner:
Name: Niclas Adler
Email: niclas@i-power.se

11. TERMINATION OF THE AGREEMENT

Upon termination of the Agreement, the Tenant shall dismantle the Battery Park and its associated equipment, remove its property, and restore the Leased Premises to an acceptable condition. The Tenant's restoration obligations include leveling the ground and removing all installation materials, fencing, and any buildings or installations that exclusively serve the Battery Park.

12. TRANSFER AND SECURITY ASSIGNMENT

12.1 The Tenant has the right to transfer all its rights and obligations under this Agreement to a company within the same corporate group without the prior consent of the Landowner. The Tenant also has the right to transfer all its rights and obligations under this Agreement to a third party that the Landowner can reasonably accept. The Tenant shall notify the Landowner when such a transfer has taken place.

12.2 Additionally, the Tenant has the right to pledge the Agreement as security to a financier (or a group of financiers represented by an agent) (the "Financier"), who will then assume the Tenant's position in the Agreement. The Financier has the right to lease the property back to the Tenant. If the Tenant breaches agreements secured by this pledge, the Financier shall have the right to transfer the Agreement to another legal entity that the Landowner can reasonably accept.

12.3 In the event of such a security assignment, the Landowner undertakes to sign a landowner declaration substantially in accordance with Appendix **12.3**, confirming acceptance of the security assignment and that the Financier has the right to transfer the lease to another legal entity if the Tenant breaches secured agreements.

12.4 The Landowner must inform the buyer of the content of this Agreement and ensure that the buyer remains bound by the Agreement if the Property is sold.

13. REGISTRATION

The Tenant has the right to register its rights under this Agreement in the land registry. Upon final termination of the lease, the Tenant shall ensure and bear the cost of removing such registration.

14. MISCELLANEOUS

14.1 Amendments and/or additions to this Agreement must be made in writing, dated, and signed by all Parties to be valid.

14.2 The Landowner undertakes not to engage in or grant third parties the right to conduct any activities within the Leased Premises.

15. APPLICABLE LAW AND DISPUTE RESOLUTION

15.1 Swedish law shall apply to this Agreement.

15.2 Disputes arising from this Agreement shall be finally settled through arbitration in accordance with the Rules for Simplified Arbitration of the Stockholm Chamber of Commerce Arbitration Institute. The arbitration shall be seated in Stockholm, and the proceedings shall be conducted in Swedish.

16. CONDITION PRECEDENT

16.1 The execution of this Agreement is subject to the condition precedent that the Tenant secures financing for at least 8 MWh BESS facility no later than June 30, 2026.

16.2 If this condition precedent is not fulfilled by June 30, 2026, either Party shall have the right to terminate the Agreement with immediate effect by providing written notice to the other Party. In such an event, neither Party shall have any further obligations or liabilities under this Agreement, except for obligations expressly stated to survive termination.

Norrköping August 21, 2025

Oelion AB

Leo Adler

Marviken TWO AB

Niclas Adler

AGREEMENT – LEASE OF ACCESS TO GRID CONNECTION FOR ENERGY STORAGE PURPOSES

THIS AGREEMENT is made and entered into September 15, 2025 by and between Synthesis Analytics EDGE 1 AB (Company reg number 559280-2564) whose address is Kungsportsavenyen 26, Box 19055, 400 12 Göteborg, Sweden (hereinafter referred to as "Provider"), and Oelion AB, (Company reg number 559481-1308) Kungsportsavenyen 26, Box 19055, 400 12 Göteborg, Sweden (hereinafter referred to as "User").

ARTICLE I - GRANT OF ACCESS

The Provider, in consideration of the lease fees to be paid and the covenants and agreements to be performed and observed by the User, does hereby provide access to the User and the User does hereby lease the grid access with agreed capacity and performance features as described in Article V and by reference made a part hereof (the "Leased Access to Grid").

ARTICLE II - LEASE TERM

Section l. Total Term of Lease. The term of this Lease shall begin on the commencement date, as defined in Section 2 of this Article II, and shall terminate on January 31, 2046.

Section 2. Commencement Date. The "Commencement Date" is agreed to be February 1, 2026.

ARTICLE III - EXTENSIONS OF THE AGREEMENT AND EXPANSIONS OF CAPACITY

Section 1. Extensions. The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

Section 2. Expansions. The parties may agree to expand the Leased Capacity and that should be done with minimum three-month notice.

ARTICLE IV - DETERMINATION OF LEASE FEE AND COSTS FOR INCREASED CAPACITY

The User agrees to pay the Provider and the Provider agrees to accept, during the term hereof, at such place as the Provider shall from time to time direct by notice to the User, at the following rates and times:

Section 1. Lease of Grid Access Capacity, fixed fee. The User agrees to rent up Grid Access Capacity to support up to 50 MWh. The performance features are defined in the Grid Agreements between the Provider and Vattenfall. The agreed fixed fee is based on Vattenfall reference price from January 1, 2026. The fees will be adjusted according to any changes in the officially published pricelist from Vattenfall for grid-fees.

Section 2. Lease of Grid Access Capacity, revenue-based fee. The User agrees to rent up to 50 MWh Grid Access Capacity. The performance features are defined in the Grid Agreements between the Provider and Vattenfall. The agreed revenue-based fee is 5% of the total revenues, before cost of aggregator or balance-responsible for the sold ancillary services.

Section 3. Payment of Lease Fees. The Lease Fee shall be payable in Monthly installments with 30 days payment terms starting on Commencement Date February 1, 2026.

Section 4. Costs for Increased Capacity. The User is fully responsible to cover the costs associated with Increased Capacity and the Parties agree to that the User will add 10% to the actual costs from the regional grid owner to cover the costs for the User to organize the Increased Capacity. The costs for Increased Capacity will be invoiced as soon as known to the User and paid within 30 days by the User.

ARTICLE V – DEPICTION OF THE GRID ACCESS

Access Points	Nominal Current	Municipality	Grid Area	Facility ID
Marviken outgoing	10 kV	Norrköping	VFO	735 999 100 015 982 691
Marviken incoming	10 kV	Norrköping	VFO	735 999 100 015 983 704

The Provider have the right to introduce additional access points and other nominal current within the same grid area as the total capacity of the grid access expands.

ARTICLE VI - USER'S COVENANTS

Section 1. User Covenants. User covenants and agrees as follows:

a. To procure any licenses and permits required for any use made of the Leased Capacity by User, and upon the expiration or termination of this Lease, to remove its management of the Leased Capacity;

b. To permit Provider and its agents to examine the Leased Capacity at reasonable times, provided that Provider shall not thereby unreasonably interfere with the conduct of User's business;

c. To permit Provider to enter the Leased Capacity to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, User is deprived of the use of the Leased Capacity, the Rental fee shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Capacity of which, User shall be deprived as a result thereof.

ARTICLE VII - INDEMNITY BY USER

Section I. Indemnity and Public Liability. The User shall save Provider harmless and indemnify Provider from all injury, loss, claims or damage to any person or property while utilizing the Leased Capacity, unless caused by the willful acts or omissions or gross negligence of Provider, its employees, agents, licensees or contractors.

ARTICLE VIII - INSURANCE

Section 1. Insurance Proceeds. In the event of any damage to or destruction of the Leased Capacity, User shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Provider and User jointly, if no institutional first mortgagee then holds an interest in the Leased Capacity. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Provider and User if no institutional first mortgagee then holds an interest in the Leased Capacity, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Capacity or of the improvements in the Leased Capacity. In case of such damage or destruction, Provider shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:

a. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;

b. Provider's sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Provider subject to any rights therein of Provider's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, User shall suffer the deficiency.

Section 2. Subrogation. Provider and User hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Capacity and any of Provider's property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

ARTICLE IX - DAMAGE TO THE LEASED CAPACITY

Section 1. Abatement or Adjustment of Rental fee. If the whole or any part of the Leased Capacity shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the Rental fee reserved in Article IV herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Capacity of which User shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any Rental fee insurance policy.

Section 2. Repairs and Restoration. Provider agrees that in the event of the damage or destruction of the Leased Capacity, Provider forthwith shall proceed to repair, restore, replace or rebuild the Leased Capacity, to substantially the condition in which the same were immediately prior to such damage or destruction. The Provider thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Provider. Notwithstanding the foregoing, if Provider does not either obtain necessary permits within ninety (90) days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration and comply with conditions (a), (b) and (c) in Section 1 of Article X within nine (9) months of such damage or destruction, then User may at any time thereafter cancel and terminate this Lease by sending ninety (90) days written notice thereof to Provider, or, in the alternative, User may, during said ninety (90) day period, apply for the same and Provider shall cooperate with User in User's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to twenty-five (25%) percent or more of

the replacement cost, this Lease, except as hereinafter provided in Section 3 of Article XII, may be terminated at the election of either Provider or User, provided that notice of such election shall be sent by the party so electing to the other within thirty (30) days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned Rental fee or other charges paid in advance by User shall be refunded to User, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

ARTICLE X - DEFAULT

Section 1. Providers Remedies. In the event that:

a. User shall on three or more occasions be in default in the payment of Lease fee or other charges herein required to be paid by User (default herein being defined as payment received by Provider ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or

b. User has caused a lien to be filed against the Provider's Capacity and said lien is not removed within thirty (30) days of recordation thereof; or

c. User shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by User hereunder for a period of thirty (30) days after notice to User in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, User shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

d. Sixty (60) days have elapsed after the commencement of any proceeding by or against User, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of User's covenants and obligations hereunder are being performed by or on behalf of User); then Provider shall be entitled to its election (unless User shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

i. Terminate this Lease by giving User notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of User under this

Lease and in and to the Capacity shall expire and terminate, and User shall remain liable for all obligations under this Lease arising up to the date of such termination, and User shall surrender the Capacity to Provider on the date specified in such notice; or

ii. Terminate this Lease as provided herein and recover from User all damages Provider may incur by reason of User's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rental fee, Percentage Rental fee, Taxes and all other sums which would have been payable hereunder by User for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable value of the Capacity for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease, declare immediately due and payable all Minimum Rental fee, Taxes, and other Rental fees and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of Rental fee for the remainder of said term. Upon making such payment, User shall be entitled to receive from Provider all Rental fees received by Provider from other assignees, Users, and sub-users on account of said Capacity during the term of this Lease, provided that the compensation to which User shall so become entitled shall in no event exceed the entire amount actually paid by User to Provider pursuant to the preceding sentence less all costs, expenses and attorney's fees of Provider incurred in connection with the reletting of the Capacity; or

iv. Without terminating this Lease, and with or without notice to User, Provider may in its own name but as agent for User enter into and upon and take possession of the Premises or any part thereof, and, at Provider's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of User, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Provider may provide the Capacity or any portion thereof as the agent of User with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Provider may deem necessary or desirable in order to relet the Capacity. Provider shall in no way be responsible or liable for any Rental fee concessions or any failure to provide the Capacity or any part thereof, or for any failure to collect any Rental fee due upon such reletting. Upon such reletting, all Rental fee received by Provider from such reletting shall be applied: first, to the payment of any indebtedness (other than any Rental fee due hereunder) from User to Provider; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the

payment of Rental fee and other charges then due and unpaid hereunder; and the residue, if any shall be held by Provider to the extent of and for application in payment of future Rental fee as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Provider may grant Rental fee concessions and User shall not be credited therefor. If such Rental fee received from such reletting shall at any time or from time to time be less than sufficient to pay to Provider the entire sums then due from User hereunder, User shall pay any such deficiency to Provider. Such deficiency shall, at Provider's option, be calculated and paid monthly. No such reletting shall be construed as an election by Provider to terminate this Lease unless a written notice of such election has been given to User by Provider. Notwithstanding any such reletting without termination, Provider may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

v. Without liability to User or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to User any property, material, labor, Utilities or other service, whether Provider is obligated to furnish or render the same, so long as User is in default under this Lease; or

vi. Allow the Premises to remain unoccupied and collect Rental fee from User as it comes due; or

vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

viii. Pursue such other remedies as are available at law or equity.

e. Provider's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow User to withhold any payments under this Lease.

Section 2. Providers Self Help. If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within thirty (30) days after notice from Provider specifying the default (or if such default shall reasonably take more than thirty (30) days to cure, shall diligently prosecuted the same to completion), Provider may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of User, and any amount paid or contractual liability incurred by Provider in so doing shall be deemed paid or incurred for the account of User and User agrees to reimburse Provider therefor and save Provider harmless therefrom. Provided, however, that Provider may cure any such default as aforesaid

prior to the expiration of said waiting period, without notice to User if any emergency situation exists, or after notice to User, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Provider's interest therein, or to prevent injury or damage to persons or property. If User shall fail to reimburse Provider upon demand for any amount paid for the account of User hereunder, said amount shall be added to and become due as a part of the next payment of Rental fee due and shall for all purposes be deemed and treated as Rental fee hereunder.

Section 3. Users Self Help. If Provider shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Provider shall not cure such default within thirty (30) days after notice from User specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and Provider shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), User may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Provider and any amount paid or any contractual liability incurred by User in so doing shall be deemed paid or incurred for the account of Provider and Provider shall reimburse User therefor and save User harmless therefrom. Provided, however, that User may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Provider if an emergency situation exists, or after notice to Provider, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Capacity or User's interest therein or to prevent injury or damage to persons or property. If Provider shall fail to reimburse User upon demand for any amount paid or liability incurred for the account of Provider hereunder, said amount or liability may be deducted by User from the next or any succeeding payments of Rental fee due hereunder; provided, however, that should said amount or the liability therefor be disputed by Provider, Provider may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Provider shall bear the cost of the filing fees therefor.

ARTICLE XI - EXTENSIONS/WAIVERS/DISPUTES

Section l. Extension Period. Any extension hereof shall be subject to the provisions of Article III hereof.

Section 2. Holding Over. In the event that User or anyone claiming under User shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Provider and User with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The

Rental fee shall be the Rental fee in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 3. Waivers. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 4. Disputes. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by User may be withheld or deducted by User from any Rental fees herein reserved.

Section 5. Users Right to cure Providers Default. In the event that Provider shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of User hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, User may pay said

mortgages, liens or encumbrances, or interest or perform said conditions and charge to Provider the amount so paid and withhold and deduct from any Rental fees herein reserved such amounts so paid, and any excess over and above the amounts of said Rental fees shall be paid by Provider to User.

Section 6. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for the Provider the same will be mailed to the address herein above set forth or such other address as Provider may hereafter designate by notice to User, and if intended for User, the same shall be mailed to User at the address herein above set forth, or such other address or addresses as User may hereafter designate by notice to Provider.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

Niclas Adler
Synthesis Analytics EDGE1 AB

Leo Adler
Oelion AB

Exhibit 2.1 – European Projects

Country	Project Name	Proj. Nr.	COD	MW
Sweeden	Marviken		Q1 2026	50
Romania	Sibiu	1	Q4 2026	42
	Brasov	2	Q4 2026	60
	Arad	3	Q1 2027	115
	Gura lalomitei	4	Q1 2027	115
	Dadmvoita	5	Q4 2026	120
	Teleorman	6	Q4 2026	5
Germany	Gottesgabe	7	Q4 2026	60
Austria	Hart	8	Q1 2027	15
	Gfohl	9	Q2 2027	20
	Brunn am Wild	10	Q2 2027	20
	Wilhelmsburg	11	Q2 2027	20
	Tillysburg	12	Q2 2027	20
Gulbaria	Inea			100
Subtotal				**712**
Grand Total				**762**

Or any similar project for which Omnia has supported or been involved in business development activity.

Exhibit 3.3(a) – Aggregation Service Agreement Terms

See next page

Exhibit 10.2

MARCH 6TH, 2026

AGGREGATION SERVICE AGREEMENT

FOR BATTERY ENERGY STORAGE SYSTEM (BESS)

between

OELION AB

as Developer

and

NUVVE HOLDING CORP.

as Service Provider

and

OMNIA GROUP HOLDINGS AG

as Guarantor

CONTENTS

THIS AGGREGATION SERVICE AGREEMENT FOR BATTERY ENERGY STORAGE SYSTEM ("**BESS**"**)** (the "**Agreement**") is entered into as of March 6th, 2026 ("**Effective Date**")

BETWEEN

(1) **Oelion AB**, a company organized under the laws of Sweden, registered under company register no. 559481-1308 with its registered office at Kungsportsavenyen 26, Box 19055, 400 12 Göteborg, Sweden

– hereinafter referred to as "**Developer**" –

(2) **Nuvve Holding Corp.**, a corporation organized under the laws of Delaware, with its registered office at 2488 Historic Decatur Road, Suite 230, San Diego, Ca 92106

– hereinafter referred to as "**Service Provider**" –

The persons listed in no. (1) to (2) above are also referred to collectively as the "**Parties**" and each as the "**Party**".

(3) **OMNIA Group Holdings AG**, a company organized under the laws of Switzerland, with its registered office at c/o Gyseler AG, Ruessenstrasse 6, 6340 Baar,

– hereinafter referred to as "**Guarantor**" –

PREAMBLE

(H) WHEREAS this Preamble is designed to only facilitate the reading of this Agreement; nothing stated in this Preamble is intended to be used for interpreting this Agreement. Binding rights and obligations of the Parties and the Guarantor are only created by the provisions of this Agreement following this Preamble.

(I) WHEREAS the Guarantor is the ultimate parent company of the Developer.

(J) WHEREAS the Service Provider is a publicly traded corporation listed on Nasdaq and is engaged in, inter alia, the business of vehicle-to-grid technology and energy aggregation services.

(K) WHEREAS on March 6th 2026, the Service Provider, the Developer, and the Guarantor entered a Cooperation Agreement ("**CA**") according to which, for the benefit of the Service Provider, the parties of the CA wish to establish (i) a right of first refusal and (ii) an exclusive right to provide energy aggregation services as well as engineering and managerial consulting services to any new project of the Guarantor and its Affiliates in Europe.

(L) WHEREAS the Developer is expected to own and operate a 50 MW battery energy storage system (BESS) project located at Marviken, Sweden (the "**Project**") and to hold an interconnection agreement with the relevant grid operator regarding the interconnection of the Project to the electricity grid, currently providing for 40 MW interconnection with a planned upgrade to 50 MW (the "**Interconnector Agreement**").

(M) WHEREAS, pursuant to Section 5 of the CA, the Developer and the Guarantor grant the Service Provider an exclusive option right to enter into an aggregation service agreement in relation to the Project which may be exercised by the Service Provider by providing written notice to the Guarantor of its intention to exercise the option right.

(N) WHEREAS in fulfilment of such option right, the Parties and the Guarantor enter into this Agreement governing the provision of the aggregation services.

NOW, THEREFORE, IT IS AGREED as follows:

11. DEFINED TERMS AND ABBREVIATIONS

In this Agreement the following terms and abbreviations shall have the following meanings unless otherwise expressly stated in the individual case:

Affiliate	"**Affiliate**" means any entity directly or indirectly controlled by, controlling, or under common control with one of the Parties. For this purpose, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
aFRR	shall have the meaning as set forth in Section 12.1.3.
Aggregation Service Fee	shall have the meaning as set forth in Section 17.1
Agreement	shall have the meaning as set forth before the Preamble.
Ancillary Services	shall have the meaning as set forth in Section 12.1.5.
Background IP	shall have the meaning as set forth in Section 31.1.
Battery Operating Manual	shall have the meaning as set forth in Section 14.1
BESS	shall have the meaning as set forth before the Preamble.
Confidential Information	shall have the meaning as set forth in Section 26.1.
C-rates	shall have the meaning as set forth in Section 14.1(c).
Developer	shall have the meaning as set forth before the Preamble.
DSO	shall have the meaning as set forth in Section 18.1.
Effective Date	shall have the meaning as set forth before the Preamble.
Energy Arbitrage	shall have the meaning as set forth in Section 12.1.
EPC	shall have the meaning as set forth in Section 25.4.
FCR-N	shall have the meaning as set forth in Section 12.1.1.
FCR-D	shall have the meaning as set forth in Section 12.1.2.
FDI	shall have the meaning as set forth in Section 27.3.
Force Majeure	shall have the meaning as set forth in Section 25.1.
Foreground IP	shall have the meaning as set forth in Section 31.2.

GDPR	shall have the meaning as set forth in Section 32.
Guarantor	shall have the meaning as set forth before the Preamble.
Information	shall have the meaning as set forth in Section 26.1.
Information Recipient	shall have the meaning as set forth in Section 26.2.
Interconnector Agreement	shall have the meaning as set forth in Preamble (L)(K).
KPI	shall have the meaning as set forth in Section 16.
Liability Cap	shall have the meaning as set forth in Section 19.1.
Manufacturer's Warranty	shall have the meaning as set forth in Section 14.1.
Market Availability	shall have the meaning as set forth in Section 16.1.1.
mFRR	shall have the meaning as set forth in Section 12.1.4.
CA	shall have the meaning as set forth in the Preamble (K).
Net Revenue	shall have the meaning as set forth in Section 17.4.
Party/ Parties	shall have the meaning as set forth before the Preamble.
Planned Downtime	shall have the meaning as set forth in Section 20.1.
Project	shall have the meaning as set forth in Preamble (L).
Service Provider	shall have the meaning as set forth before the Preamble.
Services	shall have the meaning as set forth in Section 12.1.
SoC	shall have the meaning as set forth in Section 14.1(a).
Term	shall have the meaning as set forth in Section 24.1.
TSO	shall have the meaning as set forth in Section 18.1.

12. SCOPE OF SERVICES

12.1 The Service Provider shall act as the exclusive agent for the BESS across the revenue streams further specified in **Exhibit 2.1** for the Project in Marviken, Sweden ("**Services**"). The Services comprise the following revenue streams related to ancillary services and energy arbitrage:

12.1.1 Frequency Containment Reserve – Normal ("**FCR-N**"): This service constitutes a primary control reserve, which is automatically activated to stabilize the grid frequency around 50 Hz in the event of supply-demand imbalances.

12.1.2 Frequency Containment Reserve – Disturbance ("**FCR-D**"): This service constitutes a primary control reserve automatically activated during significant frequency disturbances to restore grid stability, requiring rapid power adjustment capabilities and available in both upward (increasing output) and downward (decreasing output) directions.

12.1.3 Automatic Frequency Restoration Reserve ("**aFRR**"): This service constitutes a secondary control reserve service that automatically restores the frequency to its nominal value and manages power exchanges between control areas through continuous activation signals.

12.1.4 Manual Frequency Restoration Reserve ("**mFRR**"): This service constitutes a tertiary control reserve service that is manually activated to replace activated secondary reserves and restore the balance between generation and consumption over longer timeframes.

12.1.5 Day-Ahead/Intraday Arbitrage: This service involves a trading strategy of purchasing electricity at low prices and selling at high prices, utilising price volatility across different timeframes to maximise revenue.

For purposes of this Agreement, "**Ancillary Services**" refers to the frequency control reserve services specified in Sections 2.1.1 – 12.1.4 (FCR-N, FCR-D, aFRR, and mFRR), while "**Energy Arbitrage**" refers to the Day-Ahead/Intraday Arbitrage trading strategy specified in Section 12.1.5.

12.2 The Service Provider undertakes to optimize and operate the BESS in accordance with the provisions of this Agreement, with the aim of maximising revenues for the Developer.

12.3 The Developer shall provide the Service Provider with reasonable access to relevant information and personnel necessary for the effective performance of the Services. In particular, the Developer shall:

12.3.1 Perform the co-operation duties in good faith and in a timely manner.

12.3.2 Provide the Service Provider with all data and information in its possession which the Service Provider needs for the provision of the Services within five (5) calendar days of request.

12.3.3 Make decisions on all matters properly referred to it by the Service Provider in such reasonable time and manner so as not to delay or disrupt the performance of the Services by the Service Provider.

12.3.4 Provide reasonable access to its premises, particularly the Project site in Marviken, Sweden, to the extent necessary for providing the Services.

12.3.5 Use the Services solely for the Project at location in Marviken, Sweden and not for any other purpose without the prior written consent of the Service Provider.

12.4 The Developer acknowledges that failure to comply with its obligations under Section 12.3 may result in the Service Provider being unable to fulfil the Services, and such failure shall not constitute a breach of this Agreement by the Service Provider. Furthermore, if the Developer's failure to comply with its obligations under Section 12.3 results in lost revenues, increased costs, or other damage to the Service Provider, the Developer shall be liable to compensate the Service Provider for such losses. In such cases, the Service Provider shall be entitled to suspend its obligations under this Agreement until the Developer cures such failure, and the time for performance of the Service Provider's obligations shall be extended accordingly.

13. SOFTWARE AND PLATFORM

Optimization shall be conducted through the Nuuve GIVeTM platform or any other platform belonging to Nuvve, any of its subsidiary or any platform licensed by Nuvve. The Developer shall be granted real-time access on *view-only* basis to the platform dashboard.

14. OPERATING STANDARDS AND TECHNICAL REQUIREMENTS

14.1 The Service Provider shall operate the BESS in accordance with the manufacturer's operating manual ("**Battery Operating Manual**") and warranty conditions ("**Manufacturer's Warranty**"). This shall include strict compliance with the following technical parameters:

(a) The state of charge ("**SoC**") limits as specified by the Battery Operating Manual shall not be fallen below or exceeded. Operating outside these limits may cause permanent damage to battery cells and void warranty coverage.

(b) The operating temperature of the battery must be maintained within the minimum and maximum temperatures specified by the Battery Operating Manual; Temperature extremes can significantly impact battery performance, lifespan, and safety.

(c) The charging and discharging power rates ("**C-rates**") shall not exceed the maximum values defined in the Battery Operating Manual. Excessive C-rates can cause accelerated degradation, thermal runaway, and safety hazards.

15. COMPLIANCE WITH LAW

The Parties and the Guarantor shall comply with all applicable laws, regulations, and regulatory requirements, particularly all relevant Swedish and European Union regulations, including Regulation (EU) 2023/1542 on batteries and waste batteries (EU Battery Regulation), as well as the applicable energy and electricity market regulations.

16. PERFORMANCE STANDARDS

When the site has been connected to the grid and the site is in operational state, he Service Provider undertakes to achieve and maintain the following Key Performance Indicators ("**KPIs**"):

16.1.1 The Service Provider shall maintain a market availability ("**Market Availability**") of greater than ninety percent (90 %) per calendar year/month. Planned Downtime, as defined in Section 20.1, shall be excluded, provided that it is notified in accordance with Section 20.2.

The Service Provider shall not exceed the maximum of 731 equivalent full cycles per calendar year. Equivalent full cycles are calculated as: Net energy throughput.

17. COMPENSATION AND FEE STRUCTURE

17.1 The Service Provider shall be entitled to a service fee equal to nine percent (9.0 %) of Top Line Revenue as defined in Section 17.2 generated from the operation of the BESS subject to this Section 17 and the pass-through costs as set out in Section 18 ("**Aggregation Service Fee**").

17.2 For purposes of this Agreement, "**Top Line Revenue**" shall mean all gross revenues received by or on behalf of the Developer from the following sources:

17.2.1 Revenues from participation in the Ancillary Services and other balancing services markets.

17.2.2 Revenues from Energy Arbitrage and other spot market electricity trading.

17.2.3 Any other revenues directly attributable to the operation of the battery storage system(s), excluding grid fees, taxes, and third-party service charges.

17.3 The Aggregation Service Fee shall be calculated monthly based on the Top Line Revenue collected during the respective calendar/ month. Calculation shall be performed by the Service Provider within ten (10) calendar days following the end of each calendar month. The Aggregation Service Fee shall become due and payable within fifteen (15) calendar days following the actual collection of the corresponding revenues by the Service Provider. Payment shall be made via bank transfer to the account designated in writing by the Service Provider.

17.4 If any payment of the Aggregation Service Fee is not received by the due date, the Developer shall pay an administrated late fee of five percent (5 %) of the outstanding balance and an interest fee on the overdue amount at a rate of one percent (1 %) per month or the maximum rate permitted by law, whichever is less, calculated from the due date until the date of actual payment.

18. PASS-THROUGH-COSTS

18.1 All distribution system operation ("**DSO**") and transmission System Operator ("**TSO**") connection fees, capacity fees connection and capacity fees (SE3 regional rates) are treated as pass-through costs and deducted from Top Line Revenue before the calculation of the Aggregation Service Fee. The Service Provider is responsible for timely payment of these fees and shall be reimbursed promptly by the Developer no later than 10 business days after the Service Provier's submission of corresponding invoices to the Developer.

18.2 The Service Provider shall provide the necessary bank guarantees or cash collateral required by Nord Pool and Svenska kraftnät. The cost of this credit support shall be reimbursed by the Developer quarterly upon submission of corresponding cost documentation.

19. LIMITATION OF LIABILITY

19.1 Subject to Section 19.6, the Service Provider's aggregate liability under and in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited as set out in this Section 19.

19.2 The Service Provider's maximum liability for any calendar month shall not exceed the Aggregation Service Fee as calculated in the Sections 17 and 18 payable by the Developer ("**Liability Cap**").

19.3 The Liability Cap set forth in Section 19.2 shall apply to the aggregate of all claims, losses, damages, costs, and expenses arising from any and all breaches of this Agreement occurring within the same calendar month, regardless of the number of breaches or the nature of such breaches.

19.4 For the avoidance of doubt, multiple breaches of obligation within the same calendar month shall not result in multiple Liability Caps. Instead, all such breaches shall be subject to the single Liability Cap for that month.

19.5 The determination of which Liability Cap applies shall be based on the calendar month in which the breach occurred, irrespective of when such breach was discovered or claimed. For breaches that continue across multiple calendar months, the Liability Cap of the month in which the breach initially occurred shall govern the entire breach.

19.6 The Liability Cap shall not apply to any liability arising from the Service Provider's gross negligence or willful misconduct, or any liability that cannot be limited or excluded by applicable law.

19.7 The Service Provider shall not be liable for any indirect losses, including – but not limited to – loss of profit, loss of revenue, loss of data, loss of goodwill, business interruption or any other consequential damages, regardless of the cause and regardless of whether such losses were foreseeable.

20. MAINTENANCE AND PLANNED DOWNTIME

20.1 The Developer is entitled to 120 hours of planned downtime per contract year for physical maintenance ("**Planned Downtime**").

20.2 The Developer must provide fourteen (14) calendar days' notice to the Service Provider to ensure no market commitments (e.g., FCR-D bids) are active during that period. For urgent maintenance, the notice period may be reduced to seven (7) calendar days, provided this is communicated in writing to the Service Provider.

20.3 Properly notified Planned Downtime shall be excluded from the Market Availability KPI calculation further specified in Section 16.1.1.

21. REPORTING AND TRANSPARENCY

21.1 The Service Provider shall prepare and submit monthly reports to the Developer by the 21 day of each following month. Each report shall contain a line-by-line audit of all trading activities, TSO activations, and a "Degradation Log" documenting the cumulative impact of trading operations on battery health.

21.2 The Service Provider is responsible for all balancing service provider duties, including pre-qualification (valid for 5 years in Sweden) and real-time telemetry provision. The Service Provider shall ensure that all Svenska Kraftnät requirements are continuously met, and all necessary certifications remain current.

21.3 The Developer may appoint a third-party auditor once per year to verify the Top Line Revenue calculations.

22. SUSPENSION OF SERVICES

22.1 For purposes of this Agreement, "**Suspension of Services**" means the Service Provider's right to temporarily cease providing the Services under certain circumstances.

22.2 The Service Provider shall have the right to suspend the provision of all or any part of the Services upon written notice to the Developer if:

22.2.1 The Developer fails to pay any amount due under this Agreement within fifteen (15) days after the due date.

22.2.2 The Developer breaches any material obligation under this Agreement, and such breach continues for more than ten (10) days after written notice from the Service Provider.

22.2.3 The Developer fails to provide the cooperation, information, or access required under Section 12.3, and such failure materially impairs the Service Provider's ability to perform the Services.

22.2.4 The Service Provider reasonably believes that the Developer is using the Services in a manner that violates applicable laws or regulations or infringes third-party rights, or

22.2.5 The Developer becomes subject to insolvency proceedings or is unable to pay his debts as they fall due.

22.3 The Service Provider shall provide the Developer with at least five (5) calendar days' prior written notice of its intention to suspend the Services, except in cases of emergency or where immediate suspension is necessary to prevent imminent harm to the Service Provider or third parties.

22.4 The Service Provider shall resume the provision of the Services within five (5) calendar days after the Developer cures the breach or condition that gave rise to the suspension, provided that the Developer has paid all amounts due during the suspension period.

22.5 The Service Provider shall not be liable to the Developer for any damages, losses, or liabilities arising from or related to any Suspension of Services in accordance with this Section 21.1.

23. GUARANTEE

23.1 The Guarantor unconditionally and irrevocably guarantees to the Service Provider the due and punctual payment and performance of all obligations of the Developer under this Agreement.

23.2 In particular, the Guarantor guarantees the full and timely payment of all amounts due under this Agreement, including but not limited to:

23.2.1 The compensation of the Aggregation Service Fee according to Section 17.1;

23.2.2 The compensation of the pass-through costs according to Section 18;

23.2.3 Any late payment interest, including the provisions under Section 17.4;

23.2.4 Any costs, expenses, or fees incurred by the Service Provider in enforcing this Agreement or collecting payments; and

23.2.5 Any other obligations of the Developer under this Agreement.

23.3 The guarantees provided by the Guarantor under Section 23.2 shall remain in full force and effect until all obligations of the Developer under this Agreement have been fully satisfied.

23.4 The guarantees provided by the Guarantor under Section 23.2 shall be primary obligations, such that the Service Provider may proceed directly against the Guarantor without first pursuing any remedies against the Developer.

23.5 The Guarantor shall be liable for the full performance of all obligations of the Developer under this Agreement.

23.6 The Guarantor waives any right to require the Service Provider to pursue any remedy against the Developer or any other security before enforcing the guarantee

24. TERM AND TERMINATION

24.1 The initial term of this Agreement shall commence on the Effective Date and continue until 31 December 2040. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1)-year periods, unless either Party provides written notice of termination to the other Party at least three (3) months prior to the expiration of the then-current term. The provisions of this Section 24.1 shall collectively be referred to as the "**Term**".

24.2 The Developer may terminate this Agreement immediately if any of the following grounds exist:

24.2.1 The Service Provider fails the Market Availability KPI (<90%) for three consecutive months.

24.2.2 The actual Net Revenue falls below the Revenue Floor for six (6) consecutive months.

24.2.3 A material breach of the battery warranty occurs due to negligent bidding.

24.3 Each Party may terminate this Agreement immediately if any of the following grounds exist:

24.3.1 Material breach of this Agreement by the other Party that remains uncured after 14 days' written notice.

24.3.2 Insolvency or bankruptcy proceedings initiated against the other Party.

24.3.3 Any other circumstance that makes continued performance of this Agreement unreasonable for the other Party under the principles of good faith.

24.3.4 The Developer's failure to pay any amount due under this Agreement for more than thirty (30) days after the due date.

24.4 If a circumstance arises that entitles the Service Provider to exercise rights under both Section 13 and Section 15, the Service Provider shall be free, at its sole discretion, to determine which remedy, if any, it wishes to exercise. The choice of one remedy shall not limit, waive, or prejudice the Service Provider's right to exercise any other remedy arising from the same or any subsequent circumstance.

24.5 If the Parties, or any of their respective Affiliates, have entered into one or more agreements relating to the same project or to any other cooperation between them, any material breach committed by the Developer or any Developer Affiliate under any such agreement shall entitle the Service Provider, at its sole discretion, to:

i) Terminate the breached agreement;

ii) Terminate any or all the other agreement between the Parties or their Affiliates;

iii) Suspend performance under such agreements; or

iv) Execise any other remedy available under this Agreement or applicable law.

24.6 The Service Provider's choice of remedy shall be entirely discretionary and shall not limit, waive, or prejudice its right to exercise any other remedy at any time, whether arising from the same breach or a subsequent breach.

24.7 Upon ending of the respective Services by expiration of time or by termination, the Developer shall immediately cease to use the respective Services and immediately return at the Developer's own expense all of the items and equipment to the Service Provider that was provided by the Service Provider in connection with the respective Services. In this respect, it is agreed that the Developer shall be solely responsible for negotiating with and paying all costs to the relevant third parties in order to be provided with same or similar services.

24.8 In case of ending this Agreement by expiration of time or by termination, the Service Provider may invoice the Transitional Services Charges not yet invoiced for the Services provided up to that point.

24.9 The obligations pursuant to sections 25 to 34 shall survive the ending of this Agreement or a particular Service, respectively.

25. FORCE MAJEURE

25.1 For purposes of this Agreement, "**Force Majeure**" means any event or circumstance that is beyond the reasonable control of a Party or the Guarantor and that prevents, hinders, or delays such Party or the Guarantor from performing its obligations under this Agreement, provided that such event or circumstance could not have been avoided by reasonable precautions and could not have been overcome by reasonable diligence. Force Majeure events include, but are not limited to grid failure, natural disasters, act of God, war, infrastructure and system failures, regulatory and legal changes.

25.2 If a Party or the Guarantor is prevented, hindered, or delayed in the performance of any of its obligations under this Agreement by a Force Majeure event, that Party's or Guarantor's obligations, to the extent affected by the Force Majeure event, shall be suspended for the duration of the Force Majeure event.

25.3 The Party or the Guarantor affected by a Force Majeure event shall promptly notify the other Party or the Guarantor in writing, describing the nature of the event, its expected duration, and the measures being taken to mitigate its effects.

25.4 Notwithstanding any other provision of this Agreement, if the Service Provider is also acting as the engineering, procurement, and construction ("**EPC**") contractor for the BESS Project, the occurrence of a Force Majeure event under the EPC contract shall not automatically constitute a Force Majeure event under this Agreement.

25.5 If the Service Provider is also the EPC contractor, Force Majeure under the EPC contract shall not automatically trigger Force Majeure under this Agreement unless the physical asset is damaged.

26. CONFIDENTIALITY

26.1 The Parties and the Guarantor acknowledge that in connection with this Agreement and the providing of Services they may have received and/or may receive information on each other relating to and including trade and business secrets as well as information regarding the business, financial situation, products and prospects, processes and methodologies, and any other documentation in whatever form ("**Information**"). Such Information is confidential information in case it is marked as confidential or described as confidential at the time of disclosure or if a reasonable third party would define it of such quality which needs protection and therefore should be treated confidential ("**Confidential Information**").

Confidential Information does not include any Information,

26.1.1 which becomes generally available to the public other than because of a breach of this Section 26 or another obligation under this Agreement,

26.1.2 which is received from a third party, except if provided on behalf of the Service Provider and provided that the third party is not bound by an obligation of confidentiality with respect to such information towards the respective disclosing party,

26.1.3 which was legally in a Party's or the Guarantor's possession without obligations of confidentiality to the other Party or the Guarantor prior to such information being furnished as Confidential Information, or

26.1.4 which is independently developed by a Party or the Guarantor without use of, reference to, or relying on any Confidential Information of the other Party or the Guarantor.

26.2 In respect of Confidential Information of the Parties and the Guarantor, each Party and the Guarantor receiving such Confidential Information ("**Information Recipient**") shall

26.2.1 keep Confidential Information in strict confidence,

26.2.2 protect Confidential Information against unauthorized access and accidental disclosure,

26.2.3 not disclose Confidential Information to third parties except with the prior written consent of the disclosing Party or the disclosing Guarantor,

26.2.4 use Confidential Information only in connection with and to the extent required for the performance of this Agreement and the providing of Services,

26.2.5 keep duplications or copies of Confidential Information to a minimum, and

26.2.6 promptly inform the disclosing Party or the disclosing Guarantor about any breach of this section 26 or unauthorized disclosure of Confidential Information.

26.3 If the Developer, the Guarantor, or any of their respective Affiliates discloses any Confidential Information of the Service Provider in breach of this Agreement, the Developer shall pay liquidated damages to the Service Provider in an amount equal to EUR 50,000 per breach.

26.4 For the avoidance of doubt, a breach that continues over time shall constitute a continuing breach, and liquidated damages shall accrue for each calendar month (or part thereof) during which the breach persists. Repeated disclosures or separate acts of unauthorized disclosure shall be treated as separate breaches, each giving rise to liquidated damage.

26.5 Payment of liquidated damages does not limit the Service Provider's right to claim higher proven damages or to seek injunctive or equitable relief.

27. PERMITTED DISCLOSURE

27.1 Notwithstanding the obligations under Section 26, the Information Recipient may disclose Confidential Information to

27.1.1 its managers, directors, corporate bodies, and employees who have a need to know such Confidential Information in connection with this Agreement or the Services; and

27.1.2 its consultants, including lawyers, tax advisors, auditors, and business consultants, who are engaged in connection with this Agreement or the Services,

27.1.3 provided that these companies, entities, persons, or bodies are bound by confidentiality obligations similar to those under this Agreement or are professionally bound to equivalent confidentiality obligations and such disclosure is in accordance with the applicable laws. The Information Recipient shall remain fully liable for any of the above companies, entities, persons, and bodies maintaining the confidentiality of Confidential Information to the same extent as set out in this Agreement.

27.2 The Information Recipient may further disclose Confidential Information if and to the extent compelled by law or court or administrative order, if it has informed the disclosing party about such requirement in advance and has permitted the disclosing party a reasonable period to intervene and contest such disclosure (if and to the extent permitted by law). Upon request, the Information Recipient shall assist the disclosing party in the defence against any such court or administrative order.

27.3 Notwithstanding the foregoing obligations, each Party and the Guarantor shall be entitled to disclose Confidential Information to the extent required by law or regulation in connection with foreign direct investment ("**FDI**") review proceedings and the Foreign Trade Regulation. Such disclosure shall be limited to the information reasonably necessary for compliance with such FDI review requirements and shall be made only to the competent authorities responsible for conducting such reviews. The disclosing Party or the disclosing Guarantor shall use reasonable efforts to ensure that any such Confidential Information disclosed to authorities is treated as confidential by such authorities to the extent permitted by applicable law.

28. NO ASSIGNMENT

The Developer nor the Guarantor shall be entitled to assign any rights or claims under this Agreement without the written consent of the Service Provider.

The Service Provider shall be entitled to assign or transfer this Agreement, including any and all rights and obligations, receivables, and claims arising hereunder, in whole or in part and without the prior written consent of the Developer or the Guarantor, provided that such assignment or transfer is made to another entity within the Nuvve group.

29. COSTS AND EXPENSES

Unless otherwise provided for in this Agreement, all costs, including fees and expenses, incurred one Party or the Guarantor in connection with the preparation, negotiation, signing and execution of this Agreement and the transactions contemplated herein, including the costs of advisors, shall be borne by each Party and the Guarantor itself.

30. NOTICES

All notices and other communications under this Agreement, except as explicitly provided otherwise, shall be made in writing and shall be delivered or sent by registered mail, courier or fax or e-mail with hand-signed PDF attachment to the addresses below or to such other addresses which may be specified by any Party or the Guarantor to the other Party or the Guarantor in the future in writing:

If to the Service Provider:

Name:	Nuvve Holding Corp.
Attention:	Gregory Poilasne
Address:	2488 Historic Decatur Road, suite 230, San Diego Ca 92106
E-mail:	[***]

and with a copy for information purposes only to:

Name:	Nuvve Holding Corp.
Attention:	David Robson
Address:	2488 Historic Decatur Road, suite 230, San Diego Ca 92106
E-mail:	[***]

If to the Developer:

Name:	Oelion AB
Attention:	Leo Adler
Address:	
E-mail:	

If to the Guarantor:

Name:	OMNIA Group Holdings AG
Attention:	Daniel Hansen
Address:	
E-mail:	

31. INTELLECTUAL PROPERTY RIGHTS

31.1 Each Party and the Guarantor retain all rights in its pre-existing intellectual property ("**Background IP**"). The Developer acknowledges that the Service Provider's Background IP constitutes valuable trade secrets and proprietary information. No license is granted to the other Party's Background IP except as expressly provided herein.

31.2 All intellectual property created by the Service Provider in performing the Services ("**Foreground IP**") shall remain the exclusive property of the Service Provider.

31.3 The Service Provider grants the Developer a non-exclusive, non-transferable, royalty-free license to use the Foreground IP and the Background IP solely for the Developer's internal business purposes in connection with the Project.

31.4 The Developer shall not use any Service Provider intellectual property for any purpose other than as expressly authorized herein and shall take all reasonable measures to protect the confidentiality and proprietary nature of such intellectual property.

32. DATA PROTECTION

When collecting, processing or using any personal data in the course of certain Services, the Parties and the Guarantor shall comply with all the applicable data protection provisions. To the extent a Party or the Guarantor processes data of the other Party or the Guarantor that is protected by the General Data Protection Regulation (Regulation (EU) 679/2016 ("**GDPR**"), the Parties and the Guarantor agree to conclude a data processing agreement and/or joint controllership agreement to ensure compliance with the GDPR.

33. MISCELLANEOUS

33.1 This Agreement together with its Exhibits contains the entire agreements between and declarations of the Parties and the Guarantor concerning the subject of the Agreement. It supersedes all prior agreements and conventions, oral and written declarations of intent and other binding or non-binding arrangements or side agreements between the Parties and the Guarantor concerning the subject of the Agreement.

33.2 All Exhibits to this Agreement shall form an integral part of this Agreement. In the event of a conflict between an Exhibit and a provision in this Agreement, the provision in this Agreement shall prevail.

33.3 The headings in this Agreement have been inserted for convenience only and do not affect its interpretation.

33.4 Amendments and additions to this Agreement require the written form to be effective unless a stricter form is prescribed by law. This also applies to any amendment to this written form clause.

34. GOVERNING LAW; DISPUTE RESOLUTION

34.1 This Agreement shall be governed by Swedish law and without regard to i) the UN Convention on the Sale of Goods and ii) its conflict of laws principles. Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC) in accordance with the SCC Rules. The seat of arbitration shall be Stockholm, Sweden, and the language shall be English. The arbitral award shall be final and binding.

35. SEVERABILITY

35.1 Should one or more provisions of this Agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this Agreement. The same shall apply if the Agreement does not contain an essential provision.

35.2 In place of the invalid or unenforceable provision or to fill a contractual gap, such legally valid and enforceable provision shall apply which most closely reflects the commercial intention of the Parties and the Guarantor as regards the invalid, unenforceable or missing provision.

SIGNATURES

Oelion AB

represented by:

/s/ Leo Adler
Name: Leo Adler
Title: Director

Nuvve Holding Corp.

represented by:

/s/ Gregory Poilasne
Name: Gregory Poilasne
Title: CEO

OMNIA Group Holdings AG

represented by:

/s/ Daniel Hansen
Name: Daniel Hansen
Title: CEO

Exhibit 3.3(b) – Engienering And Managerial Consulting Service Agreement

See next page

Exhibit 10.3

MARCH 6TH, 2026

SERVICE AGREEMENT

FOR ENGINEERING AND MANAGERIAL CONSULTING SERVICES

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between

OELION AB

as Developer

and

NUVVE HOLDING CORP.

as Service Provider

and

OMNIA GROUP HOLDINGS AG

as Guarantor

CONTENTS

THIS SERVICE AGREEMENT FOR ENGINEERING AND MANAGERIAL CONSULTING SERVICE (the "**Agreement**") is entered into as of March 6th, 2026 ("**Effective Date**")

BETWEEN

(4) **Oelion AB**, a company organized under the laws of Sweden, with its registered office at Kungsportsavenyen 26, Box 19055, 400 12 Göteborg, Sweden

– hereinafter referred to as "**Developer**" –

(5) **Nuvve Holding Corp.**, a corporation organized under the laws of Delaware, with its registered office at 2488 Historic Decatur Road, Suite 230, San Diego, Ca 92106

– hereinafter referred to as "**Service Provider**" –

– The companies listed in no. (1) to (2) above are also referred to collectively as the "**Parties**" and each as the "**Party**" –

(6) **OMNIA Group Holdings AG**, a company organized under the laws of Switzerland, with its registered office at c/o Gyseler AG, Ruessenstrasse 6, 6340 Baar, Switzerland

– hereinafter referred to as "**Guarantor**" –

PREAMBLE

(O) WHEREAS this Preamble is designed to only facilitate the reading of this Agreement; nothing stated in this Preamble is intended to be used for interpreting this Agreement. Binding rights and obligations of the Parties and the Guarantor are only created by the provisions of this Agreement following this Preamble.

(P) WHEREAS the Guarantor is the ultimate parent company of the Developer.

(Q) WHEREAS the Service Provider is a publicly traded corporation listed on Nasdaq and is engaged in, inter alia, the business of vehicle-to-grid technology and energy aggregation services.

(R) WHEREAS on March 6th, 2026, the Service Provider, the Developer, and the Guarantor entered a Cooperation Agreement ("**CA**") according to which, for the benefit of the Service Provider, the parties of the MoU established a right of first refusal and an exclusive right to provide energy aggregation services as well as engineering and managerial consulting services to any new project of the Guarantor and its Affiliates in Europe.

(S) WHEREAS the Developer is expected to own and operate a storage systems (BESS) project located at Various sites through Europe (the "**Project**") and to hold interconnection agreements with the relevant grid operators regarding the interconnection of the Project to the electricity grid (the "**Interconnector Agreement**").

(T) WHEREAS, pursuant to Section 4 of the CA, the Parties and the Guarantor desire to enter into two service agreements, inter alia, relating to engineering and managerial consulting services.

(U) WHEREAS in fulfilment of such obligation, the Parties and the Guarantor enter into this Agreement governing the provision of engineering and managerial consulting services to the Developer.

NOW IT IS AGREED as follows:

36. DEFINED TERMS AND ABBREVIATIONS

In this Agreement the following terms and abbreviations shall have the following meanings unless otherwise expressly stated in the individual case:

Affiliate	"**Affiliate**" means any entity directly or indirectly controlled by, controlling, or under common control with one of the Parties. For this purpose, "control" means the possession, directly or indirectly, of the power to direct the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.
Agreement	shall have the meaning as set forth before the Preamble.
Background IP	shall have the meaning as set forth in Section 50.1
Confidential Information	shall have the meaning as set forth in Section 26.1.
Developer	shall have the meaning as set forth before the Preamble.
Effective Date	shall have the meaning as set forth before the Preamble.
EPC	shall have the meaning as set forth in Section 25.4.
FDI	shall have the meaning as set forth in Section 27.3.
Fixed Service Fee	shall have the meaning as set forth in Section 38.1.
Force Majeure	shall have the meaning as set forth in Section 25.1.
Foreground IP	shall have the meaning as set forth in Section 50.2
GDPR	shall have the meaning as set forth in Section 51.
Guarantor	shall have the meaning as set forth before the Preamble.
Hardship Notice	shall have the meaning as set forth in Section 38.5
Information	shall have the meaning as set forth in Section 26.1
Information Recipient	shall have the meaning as set forth in Section 26.2.
Interconnector Agreement	shall have the meaning as set forth in Preamble (S).
Lease Agreement	shall have the meaning as set forth in Preamble.

Monthly Liability Cap	shall have the meaning as set forth in Section 19.1.
CA	shall have the meaning as set forth in Preamble (R).
Party/Parties	shall have the meaning as set forth before the Preamble.
Payment Schedule	shall have the meaning as set forth in Section 38.3.
Prepayment	shall have the meaning as set forth in Section 38.2.
Project	shall have the meaning as set forth in Preamble (S).
Service Provider	shall have the meaning as set forth before the Preamble.
Services	shall have the meaning as set forth in Section 37.1.
Suspension of Services	shall have the meaning as set forth in Section 21.1.
Term	shall have the meaning as set forth in Section 42.1.

37. SCOPE OF SERVICES

37.1 The Service Provider shall provide its engineering, technical expertise and know-how of battery aggregation to support efforts of the Developer in the Project ("**Services**")**.** The Services include Engineering Consulting Services as defined in Section 37.2 and Managerial Consulting Services as defined in Section 37.3.

37.2 The Service Provider agrees to perform engineering consulting services ("**Engineering Consulting Services**") that include, but are not limited to, the following:

37.2.1 Engineering advice on battery operations to support existing or planned future operations.

37.2.2 Advisement on battery aggregation strategies to optimize operational performance and economic value.

37.2.3 Other matters that the Service Provider deems relevant to enable it to render advice and assistance to the Developer.

37.3 The Service Provider shall provide its management expertise and know-how of battery aggregation to support efforts of the Developer in Europe ("**Managerial Consulting Services**"). The Service Provider agrees to perform services that include, but are not limited to, the following:

37.3.1 Management and business advice on the planning, set up and operations to support existing or planned future operations.

37.3.2 Advisement on business strategies to advance the Developer's operations in Europe.

37.3.3 Other matters that the Service Provider deems relevant to enable it to render advice and assistance to the Developer.

37.4 The Service Provider shall make reasonable efforts to provide the Services in a timely and professional manner, consistent with industry standards.

37.5 The Developer shall provide the Service Provider with reasonable access to relevant information and personnel necessary for the effective performance of the Services. In particular, the Developer shall:

37.5.1 Perform the co-operation duties in good faith and in a timely manner.

37.5.2 Provide the Service Provider with all data and information in its possession which the Service Provider needs for the provision of the Services within five (5) calendar days of request.

37.5.3 Make decisions on all matters properly referred to it by the Service Provider in such reasonable time and manner so as not to delay or disrupt the performance of the Services by the Service Provider.

37.5.4 Provide reasonable access to its premises, particularly the Project sites , to the extent necessary for providing the Services.

37.5.5 Use the Services solely for the Project and not for any other purpose without the prior written consent of the Service Provider.

37.6 The Developer acknowledges that failure to comply with its obligations under Section 37.5 may result in the Service Provider being unable to fulfil the Services, and such failure shall not constitute a breach of this Agreement by the Service Provider. Furthermore, if the Developer's failure to comply with its obligations under Section 37.5 results in lost revenues, increased costs, or other damage to the Service Provider, the Developer shall be liable to compensate the Service Provider for such losses. In such cases, the Service Provider shall be entitled to suspend its obligations under this Agreement until the Developer cures such failure, and the time for performance of the Service Provider's obligations shall be extended accordingly.

38. SERVICE FEES AND PAYMENT TERMS

38.1 The total fees for the Services under this Agreement shall be USD 126,422,499.26 ("**Fixed Service Fee**") consisting of:

38.1.1 Engineering Consulting Services: USD 95,653,711.05; and

38.1.2 Managerial Consulting Services: USD 30,768,788.22.

38.2 The Developer shall prepay the first twelve (12) months of Services for the Swedish Project in the amount of USD 385,439.25 ("**Prepayment**"). The Prepayment shall be made via wire transfer to the Service Provider's designated bank account within three (3) calendar days of the March 1st, 2026

38.3 Following the initial Prepayment, the Developer shall pay the remaining amount of the Fixed Service Fee in monthly advance instalments as set forth in **Exhibit 38.3** ("**Payment Schedule**"). All monthly payments shall be due on the first (1st) calendar day of each month following the scheduled service provide by the battery.

38.4 If any payment is not received by the due date, the Developer shall pay an administrated late fee of five percent (5 %) of the outstanding balance and an interest fee on the overdue amount at a rate of one percent (1 %) per month or the maximum rate permitted by law, whichever is less, calculated from the due date until the date of actual payment.

38.5 If the Service Provider experiences (i) a material and unforeseeable increase in its cost of providing the Services exceeding 15 % of the baseline cost assumptions as of the Effective Date, or (ii) material regulatory or compliance changes that increase the Service Provider's cost basis, the Service Provider may invoke hardship by written notice to the Developer ("Hardship Notice").

38.6 The Service Provider shall provide reasonable documentation evidencing the cost increase, including internal cost breakdowns and supporting data.

38.7 Within 15 days of the Hardship Notice, the Parties shall enter good-faith negotiations to adjust the Fixed Service Fee and the Payment Schedule to restore the economic balance of the Agreement. The Developer shall not unreasonably withhold, condition, or delay its acceptance of a Fee Adjustment.

38.8 If the Parties do not reach agreement within 30 days, the Service Provider may terminate the affected Services on 60 days' written notice.

38.9 Any Fee Adjustment implemented pursuant to this Clause shall automatically amend the Payment Schedule in Exhibit 3.3, and the Service Provider shall issue a revised schedule reflecting the adjusted instalments.

38.10 All fees stated in this Agreement are exclusive of any applicable taxes, duties, or similar charges. The Developer shall be responsible for the payment of all such taxes, duties, or charges.

39. LIMITATION OF LIABILITY

39.1 Subject to Section 39.6, the Service Provider's aggregate liability under or in connection with this Agreement, whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited as set out in this Section 39.

39.2 The Service Provider's maximum liability for any calendar month shall not exceed the monthly service fee payable by the Developer for that month under the Payment Schedule as set forth in Exhibit 3.3 ("**Monthly Liability Cap**").

39.3 The Monthly Liability Cap shall apply to the aggregate of all claims, losses, damages, costs, and expenses arising from any and all breaches of this Agreement occurring within the same calendar month, regardless of the number of breaches or the nature of such breaches.

39.4 For the avoidance of doubt, multiple breaches of obligation within the same calendar month shall not result in multiple Monthly Liability Caps. Instead, all such breaches shall be subject to the single Monthly Liability Cap for that month.

39.5 The determination of which Monthly Liability Cap applies shall be based on the calendar month in which the breach occurred, irrespective of when such breach was discovered or claimed. For breaches that continue across multiple calendar months, the Monthly Liability Cap of the month in which the breach initially occurred shall govern the entire breach.

39.6 The Monthly Liability Cap shall not apply to any liability arising from the Service Provider's gross negligence or willful misconduct, or any liability that cannot be limited or excluded by applicable law.

39.7 The Service Provider shall not be liable for any indirect losses, including – but not limited to – loss of profit, loss of revenue, loss of data, loss of goodwill, business interruption or any other consequential damages, regardless of the cause and regardless of whether such losses were foreseeable.

40. SUSPENSION OF SERVICES

40.1 For purposes of this Agreement, "**Suspension of Services**" means the Service Provider's right to temporarily cease providing the Services under certain circumstances.

40.2 The Service Provider shall have the right to suspend the provision of all or any part of the Services upon written notice to the Developer if:

40.2.1 The Developer fails to pay any amount due under this Agreement within fifteen (15) days after the due date.

40.2.2 The Developer breaches any material obligation under this Agreement, and such breach continues for more than ten (10) days after written notice from the Service Provider.

40.2.3 The Developer fails to provide the cooperation, information, or access required under Section 37.5, and such failure materially impairs the Service Provider's ability to perform the Services.

40.2.4 The Service Provider reasonably believes that the Developer is using the Services in a manner that violates applicable laws or regulations or infringes third-party rights, or

40.2.5 The Developer becomes subject to insolvency proceedings or is unable to pay his debts as they fall due.

40.3 The Service Provider shall provide the Developer with at least five (5) calendar days' prior written notice of its intention to suspend the Services, except in cases of emergency or where immediate suspension is necessary to prevent imminent harm to the Service Provider or third parties.

40.4 The Service Provider shall resume the provision of the Services within five (5) calendar days after the Developer cures the breach or condition that gave rise to the suspension, provided that the Developer has paid all amounts due during the suspension period.

40.5 The Service Provider shall not be liable to the Developer for any damage, losses, or liabilities arising from or related to any Suspension of Services in accordance with this Section 21.1.

41. GUARANTEE

41.1 The Guarantor unconditionally and irrevocably guarantees to the Service Provider the due and punctual payment and performance of all obligations of the Developer under this Agreement.

41.2 In particular, the Guarantor guarantees the full and timely payment of all amounts due under this Agreement, including but not limited to:

41.2.1 The Prepayment of USD 385,439.25 according to Section 38.2;

41.2.2 The due payment of all monthly instalments as set forth in Exhibit 38.3;

41.2.3 Any late payment interest, including the provisions under Section 38.4;

41.2.4 Any costs, expenses, or fees incurred by the Service Provider in enforcing this Agreement or collecting payments; and

41.2.5 Any other obligations of the Developer under this Agreement.

41.3 The guarantees provided by the Guarantor under Section 41.2 shall remain in full force and effect until all obligations of the Developer under this Agreement have been fully satisfied.

41.4 The guarantees provided by the Guarantor under Section 41.2 shall be primary obligations, such that the Service Provider may proceed directly against the Guarantor without first pursuing any remedies against the Developer.

41.5 The Guarantor shall be liable for the full performance of all obligations of the Developer under this Agreement.

41.6 The Guarantor waives any right to require the Service Provider to pursue any remedy against the Developer or any other security before enforcing the guarantee.

42. TERM AND TERMINATION

42.1 The initial term of this Agreement shall commence on the Effective Date and continue until 31 December 2040. Upon expiration of the initial term, this Agreement shall automatically renew for successive one (1)-year periods, unless either Party provides written notice of termination to the other Party at least three (3) months prior to the expiration of the then-current term. The provisions of this Section 42.1 shall collectively be referred to as the "**Term**".

42.2 Each Party may terminate this Agreement immediately if any of the following grounds exist:

42.2.1 Material breach of this Agreement by the other Party that remains uncured after fourteen 14 days' written notice.

42.2.2 Insolvency or bankruptcy proceedings initiated against the other Party.

42.2.3 Any other circumstance that makes continued performance of this Agreement unreasonable for the other Party under the principles of good faith.

42.2.4 The Developer's failure to pay any amount due under this Agreement for more than thirty (30) days after the due date.

42.3 If a circumstance arises that entitles the Service Provider to exercise rights under both Section 5 and Section 7, the Service Provider shall be free, at its sole discretion, to determine which remedy, if any, it wishes to exercise. The choice of one remedy shall not limit, waive, or prejudice the Service Provider's right to exercise any other remedy arising from the same or any subsequent circumstance.

42.4 If the Parties, or any of their respective Affiliates, have entered into one or more agreements relating to the same project or to any other cooperation between them, any material breach committed by the Developer or any Developer Affiliate under any such agreement shall entitle the Service Provider, at its sole discretion, to:

i) Terminate the breached agreement;

ii) Terminate any or all the other agreement between the Parties or their Affiliates;

iii) Suspend performance under such agreements; or

iv) Exercise any other remedy available under this Agreement or applicable law.

42.5 The Service Provider's choice of remedy shall be entirely discretionary and shall not limit, waive, or prejudice its right to exercise any other remedy at any time, whether arising from the same breach or a subsequent breach.

42.6 Upon ending of the respective Services by expiration of time or by termination, the Developer shall immediately cease to use the respective Services and immediately return at the Developer's own expense all the items and equipment to the Service Provider that was provided by the Service Provider in connection with the respective Services. In this respect, it is agreed that the Developer shall be solely responsible for negotiating with and paying all costs to the relevant third parties to be provided with same or similar services.

42.7 In case of ending this Agreement by expiration of time or by termination, the Service Provider may invoice the transitional services charges not yet invoiced for the Services provided up to that point.

42.8 The obligations pursuant to sections 45 to 54 shall survive the ending of this Agreement or a particular Service, respectively.

43. COMPLIANCE WITH LAW

The Parties and the Guarantor shall comply with all applicable laws, regulations, and regulatory requirements, particularly all relevant Swedish and European Union regulations, including Regulation (EU) 2023/1542 on batteries and waste batteries (EU Battery Regulation), as well as the applicable energy and electricity market regulations.

44. FORCE MAJEURE

44.1 For purposes of this Agreement, "**Force Majeure**" means any event or circumstance that is beyond the reasonable control of a Party and that prevents, hinders, or delays such Party from performing its obligations under this Agreement, provided that such event or circumstance could not have been avoided by reasonable precautions and could not have been overcome by reasonable diligence. Force Majeure events include, but are not limited to, grid failure, natural disasters, act of God, war, infrastructure and system failures, and regulatory and legal changes.

44.2 If a Party or the Guarantor is prevented, hindered, or delayed in the performance of any of its obligations under this Agreement by a Force Majeure event, that Party's or Guarantor's obligations, to the extent affected by the Force Majeure event, shall be suspended for the duration of the Force Majeure event.

44.3 The Party or the Guarantor affected by a Force Majeure event shall promptly notify the other Party and the Guarantor in writing, describing the nature of the event, its expected duration, and the measures being taken to mitigate its effects.

44.4 Notwithstanding any other provision of this Agreement, if the Service Provider is also acting as the engineering, procurement, and construction ("**EPC**") contractor, the occurrence of a Force Majeure event under the EPC contract shall not automatically constitute a Force Majeure event under this Agreement unless the physical asset is damaged.

45. CONFIDENTIALITY

45.1 The Parties and the Guarantor acknowledge that in connection with this Agreement and the providing of Services they may have received and/or may receive information on each other relating to and including trade and business secrets as well as information regarding the business, financial situation, products and prospects, processes and methodologies, and any other documentation in whatever form ("**Information**"). Such Information is confidential information in case it is marked as confidential or described as confidential at the time of disclosure or if a reasonable third party would define it of such quality which needs protection and therefore should be treated as confidential ("**Confidential Information**").

Confidential Information does not include any Information,

45.1.1 which becomes generally available to the public other than because of a breach of this Section 26 or another obligation under this Agreement,

45.1.2 which is received from a third party, except if provided on behalf of the Service Provider and provided that the third party is not bound by an obligation of confidentiality with respect to such information towards the respective disclosing party,

45.1.3 which was legally in a Party's or the Guarantors' possession without obligations of confidentiality to the other Party or the Guarantors prior to such information being furnished as Confidential Information, or

45.1.4 which is independently developed by a Party or the Guarantor without use of, reference to, or relying on any Confidential Information of the other Party or any Guarantor.

45.2 In respect of Confidential Information of the Parties and the Guarantor, each Party and the Guarantor receiving such Confidential Information ("**Information Recipient**") shall

45.2.1 keep Confidential Information in strict confidence,

45.2.2 protect Confidential Information against unauthorized access and accidental disclosure,

45.2.3 not disclose Confidential Information to third parties except with the prior written consent of the disclosing Party or the disclosing Guarantor,

45.2.4 use Confidential Information only in connection with and to the extent required for the performance of this Agreement and the providing of Services,

45.2.5 keep duplications or copies of Confidential Information to a minimum, and

45.2.6 promptly inform the disclosing Party or the disclosing Guarantor about any breach of this Section 26 or unauthorized disclosure of Confidential Information.

45.3 If the Developer, the Guarantor, or any of their respective Affiliates discloses any Confidential Information of the Service Provider in breach of this Agreement, the Developer shall pay liquidated damages to the Service Provider in an amount equal to EUR 50,000 per breach.

45.4 For the avoidance of doubt, a breach that continues over time shall constitute a continuing breach, and liquidated damages shall accrue for each calendar month (or part thereof) during which the breach persists. Repeated disclosures or separate acts of unauthorized disclosure shall be treated as separate breaches, each giving rise to liquidated damage.

45.5 Payment of liquidated damages does not limit the Service Provider's right to claim higher proven damages or to seek injunctive or equitable relief.

46. PERMITTED DISCLOSURE

46.1 Notwithstanding the obligations under Section 26, the Information Recipient may disclose Confidential Information to

46.1.1 its managers, directors, corporate bodies, and employees who have a need to know such Confidential Information in connection with this Agreement or the Services; and

46.1.2 its consultants, including lawyers, tax advisors, auditors, and business consultants, who are engaged in connection with this Agreement or the Services, provided that these companies, entities, persons, or bodies are bound by confidentiality obligations similar to those under this Agreement or are professionally bound to equivalent confidentiality obligations and such disclosure is in accordance with the applicable laws. The Information Recipient shall remain fully liable for any of the above companies, entities, persons, and bodies maintaining the confidentiality of Confidential Information to the same extent as set out in this Agreement.

46.2 The Information Recipient may further disclose Confidential Information if and to the extent compelled by law or court or administrative order, if it has informed the disclosing party about such requirement in advance and has permitted the disclosing permitted by law). Upon request, the Information Recipient shall assist the disclosing party in the defense against any such court or administrative order.

46.3 Notwithstanding the foregoing obligations, each Party and the Guarantor shall be entitled to disclose Confidential Information to the extent required by law or regulation in connection with foreign direct investment ("**FDI**") review proceedings and the Foreign Trade Regulation. Such disclosure shall be limited to the information reasonably necessary for compliance with such FDI review requirements and shall be made only to the competent authorities responsible for conducting such reviews. The disclosing Party or the disclosing Guarantor shall use reasonable efforts to ensure that any such Confidential Information disclosed to authorities is treated as confidential by such authorities to the extent permitted by applicable law.

47. NO ASSIGNMENT

The Developer nor the Guarantor shall be entitled to assign any rights or claims under this Agreement without the written consent of the Service Provider.

The Service Provider shall be entitled to assign or transfer this Agreement, including any and all rights and obligations, receivables, and claims arising hereunder, in whole or in part and without the prior written consent of the Developer or the Guarantor, provided that such assignment or transfer is made to another entity within the Nuvve group.

48. COSTS AND EXPENSES

Unless otherwise provided for in this Agreement, all costs, including fees and expenses, incurred by one Party or the Guarantor in connection with the preparation, negotiation, signing and execution of this Agreement and the transactions contemplated herein, including the costs of advisors, shall be borne by each Party and the Guarantor itself.

49. NOTICES

All notices and other communications under this Agreement, except as explicitly provided otherwise, shall be made in writing and shall be delivered or sent by registered mail, courier or fax or e-mail with hand-signed PDF attachment to the addresses below or to such other addresses which may be specified by any Party or the Guarantor to the other Party or the Guarantor in the future in writing:

If to the Service Provider:

Name:	Nuvve Holding Corp.
Attention:	Gregory Poilasne
Address:	2488 Historic Decatur Road, Suite 230, San Diego, Ca 92106
E-mail:	[***]

and with a copy for information purposes only to:

Name:	Nuvve Holding Corp.
Attention:	David Robson
Address:	2488 Historic Decatur Road, Suite 230, San Diego, Ca 92106
E-mail:	[***]

If to the Developer:

Name:	Oelion AB
Attention:	Leo Adler
Address:	
E-mail:	

If to the Guarantor:

Name:	OMNIA Group Holdings AG
Attention:	Daniel Hansen
Address:	
E-mail:	

50. INTELLECTUAL PROPERTY RIGHTS

50.1 Each Party and the Guarantor retain all rights in its pre-existing intellectual property ("**Background IP**"). The Developer acknowledges that the Service Provider's Background IP constitutes valuable trade secrets and proprietary information. No license is granted to the other Party's Background IP except as expressly provided herein.

50.2 All intellectual property created by the Service Provider in performing the Services ("**Foreground IP**") shall remain the exclusive property of the Service Provider.

50.3 The Service Provider grants the Developer a non-exclusive, non-transferable, royalty-free license to use the Foreground IP and the Background IP solely for the Developer's internal business purposes in connection with the Project.

50.4 The Developer shall not use any Service Provider intellectual property for any purpose other than as expressly authorized herein and shall take all reasonable measures to protect the confidentiality and proprietary nature of such intellectual property.

51. DATA PROTECTION

When collecting, processing or using any personal data in the course of certain Services, the Parties and the Guarantor shall comply with all the applicable data protection provisions. To the extent a Party or the Guarantor processes data of the other Party or the Guarantor that is protected by the General Data Protection Regulation (Regulation (EU) 679/2016 ("**GDPR**"), the Parties and the Guarantor agree to conclude a data processing agreement and/or joint controllership agreement to ensure compliance with the GDPR.

52. MISCELLANEOUS

52.1 This Agreement together with its Exhibits contains the entire agreement between and declarations of the Parties and the Guarantor concerning the subject of the Agreement. It supersedes all prior agreements and conventions, oral and written declarations of intent and other binding or non-binding arrangements or side agreements between the Parties and the Guarantor concerning the subject of the Agreement.

52.2 All Exhibits to this Agreement shall form an integral part of this Agreement. In the event of a conflict between an Exhibit and a provision in this Agreement, the provision in this Agreement shall prevail.

52.3 The headings in this Agreement have been inserted for convenience only and do not affect its interpretation.

52.4 Amendments and additions to this Agreement require the written form to be effective unless a stricter form is prescribed by law. This also applies to any amendment to this written form clause.

53. GOVERNING LAW; DISPUTE RESOLUTION

53.1 This Agreement shall be governed by Swedish law and without regard to i) the UN Convention on the Sale of Goods and ii) its conflict of laws principles. Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC) in accordance with the SCC Rules. The seat of arbitration shall be Stockholm, Sweden, and the language shall be English. The arbitral award shall be final and binding.

54. SEVERABILITY

54.1 Should one or more provisions of this Agreement be or become invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this Agreement. The same shall apply if the Agreement does not contain an essential provision.

54.2 In place of the invalid or unenforceable provision or to fill a contractual gap, such legally valid and enforceable provision shall apply which most closely reflects the commercial intention of the Parties and the Guarantor as regards the invalid, unenforceable or missing provision.

SIGNATURES

Oelion AB

represented by:

/s/ Leo Adler

Name: Leo Adler
Title: Director

Nuvve Holding Corp.

represented by:

/s/ Gregory Poilasne

Name: Gregory Poilasne
Title: CEO

OMNIA Group Holdings AG

represented by:

/s/ Daniel Hansen

Name: Daniel Hansen
Title: CEO

Exhibit 3.3(c) – Payment Schedule for Engineering And Managerial Consulting Services

See attachment

Exhibit 6.2.6(a)

Consideration, Milestones and Lock-Up/Leak-Out Agreement

This Exhibit 6.2.6(a) (the "Exhibit") forms an integral part of the cooperation agreement (the "Cooperation Agreement") between and among Nuvve Holding Corp. ("Nuvve"), Oelion AB, a company organized under the laws of Sweden ("Oelion"), and OMNIA Group Holdings AG, a company organized under the laws of Switzerland ("OMNIA" and together with Oelion and Nuvve, the "Parties"). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Cooperation Agreement. In the event of any inconsistency between this Exhibit and the Cooperation Agreement, the more specific provisions of this Exhibit shall prevail with respect to the consideration, vesting, issuance and Lock-up/Leak-out Agreement (as defined below) described herein.

1. Terms of Issuance and Lock-up/Leak-out Agreement

No issuance, vesting, conversion, or release of any shares of Common Stock (as defined below) or shares of Preferred Stock (as defined below) may occur unless all applicable requirements under U.S. corporate law and Nasdaq rules have been satisfied

The Total Consideration (as defined below) that Nuvve shall provide to the OMNIA Parties shall consist solely of (i) shares of Nuvve's common stock, par value $0.0001 per share, (the "Common Stock") and (ii) shares of Series B Convertible Preferred Stock of Nuvve (the "Preferred Stock").

Prior to the issuance of any consideration to be provided as part of this Exhibit, the Parties shall enter into the lock-up/leak-out agreement substantively in the form listed as Schedule A. All shares of Common Stock and Preferred Stock that make up the Total Consideration pursuant to this Exhibit and the Cooperation Agreement will be subject to that certain lock-up/leak-out Agreement between and among the Parties.

2. First Milestone - Issuance of Common Shares of Nuvve

Upon (i) the commencement of operations at the site of the Envisaged Project and (ii) when revenue is first obtained from the site of the Envisaged Project, Nuvve shall issue 814,532 shares of Nuvve's Common Stock, which is equivalent to 19.9% of Nuvve's outstanding Common Stock as of the date of execution of the Cooperation Agreement, (the "First Milestone Consideration") to OMNIA and the SPV shareholders represented by OMNIA (the "OMNIA Parties").

3. Second Milestone - Consulting-Service-Related Vesting

Upon (i) the approval of Nuvve's shareholders for the issuance of the shares of Preferred Stock which shall make up the Second Milestone Consideration (as defined below) and (ii) receipt of the initial payment for consulting services as defined in the Service Agreement, Nuvve shall issue shares of Preferred Stock to the OMNIA Parties with the face value of USD$ 15,000,000 (the "Second Milestone Consideration") minus the value of the First Milestone Consideration.

4. Third Milestone - Transfer of 50MW Lease and Interconnection Agreements

Upon (i) the approval of Nuvve's shareholders for the issuance of the shares of Preferred Stock which shall make up the Third Milestone Consideration (as defined below) and (ii) valid transfer of the combined Leasing Agreement and Interconnection Agreement for 50MW from Oelion to Nuvve, Nuvve shall issue shares of Preferred Stock to the OMNIA Parties with a face value of USD$ 5,000,000 ("Third Milestone Consideration").

5. Fourth Milestone – Battery Order

Upon (i) the approval of Nuvve's shareholders for the issuance of the shares of Preferred Stock which shall make up the Fourth Milestone Consideration (as defined below) and (ii) execution of a battery purchase order by Oelion, Nuvve shall issue shares of Preferred Stock to the OMNIA Parties with a face value of USD$ 20,000,000 (the "Fourth Milestone Consideration"").

6. Fifth Milestone – Battery Delivery

Upon (i) the approval of Nuvve's shareholders for the issuance of the shares of Preferred Stock which shall make up the Fifth Milestone Consideration (as defined below) and (ii) delivery and delivery verification of the 50MW/75MWh battery, Nuvve shall issue shares of Preferred Stock to the OMNIA Parties with a face value of USD$ 25,000,000 (the "Fifth Milestone Consideration")).

7. Sixth Milestone – Battery Delivery

Upon (i) the approval of Nuvve's shareholders for the issuance of the shares of Preferred Stock which shall make up the Sixth Milestone Consideration (as defined below) and (ii) formal installation approval from the Swedish government and (iii) confirmation of platform control from Nuvve's system, Nuvve shall issue shares of Preferred Stock to the OMNIA Parties with a face value of USD$ 25,000,000 (the "Sixth Milestone Consideration")

8. Seventh Milestone – Market Participation

Upon (i) the approval of Nuvve's shareholders for the issuance of the shares of Preferred Stock which shall make up the Seventh Milestone Consideration (as defined below) and (ii) formal bid participation in the applicable market and (iii) approval of the bid, Nuvve shall issue shares of Preferred Stock to the OMNIA Parties with a face value of USD$ 30,000,000 (the "Sixth Milestone Consideration" and together with the First Milestone Consideration, the Second Milestone Consideration, the Third Milestone Consideration, the Fourth Milestone Consideration, the Fifth Milestone Consideration, the Sixth Milestone Consideration, and the Seventh Milestone Consideration, the "Total Consideration").

Schedule A

Lock-up/Leak-out Agreement

LOCK-UP LEAK-OUT AGREEMENT

This LOCK-UP LEAK-OUT AGREEMENT (this "Agreement") is made and entered into as of [__], 2026, by and between Nuvve Holding Corp., a Delaware corporation (the "Company") on one hand, and OMNIA Group Holdings AG, a company organized under the laws of Switzerland and Oelion AB, a company organized under the laws of Sweden on the other hand (collectively, the "Stockholder"). For purposes of this Agreement, "Stockholder" includes any affiliate or controlling person of Stockholder, and any other agent, representative or other person with whom Stockholder is acting in concert.

WHEREAS, the Company and the Stockholder are party to that certain Cooperation Agreement, dated March 6, 2026, and pursuant to such agreement, the Stockholder is entitled to receive shares of the Company's common stock, par value $0.0001 per share ("Common Stock") and shares of the Company's Series B Convertible Preferred Stock ("Series B Convertible Preferred Stock").

WHEREAS, the Stockholder has agreed to enter into this Agreement, which shall restrict the public sale, assignment, transfer, conveyance, hypothecation, or alienation of all shares of the Common Stock and Series B Convertible Preferred Stock, whether now beneficially owned or hereafter acquired (by any means whatsoever) by the Stockholder (the foregoing shares, collectively, the "Shares").

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. The Stockholder acknowledges that as of the date hereof, (a) the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act") and are considered "restricted securities," and (b) the Shares may only be sold, transferred, hypothecated or otherwise disposed of by the Stockholder in accordance with Rule 144 promulgated under the Securities Act.

2. Except as otherwise expressly provided herein, commencing on the execution and delivery of this Agreement and ending on the thirtieth (30^{th}) day following the date that each such shares of Common Stock or shares of Preferred Stock are first issued, as applicable (such period, the "Lock-Up Period"), the Stockholder, including its affiliates, may not offer, pledge, gift, donate, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any of the Shares, or enter into any swap, option (including, without limitation, put or call options), short sale, future, forward, or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Shares, whether any such transaction is to be settled by delivery of shares of the Common Stock, Preferred Stock or such other securities, in cash or otherwise.

2.1 All Shares subject to this Agreement will, at the Company's option, bear an applicable legend referencing this Agreement and will be subject to irrevocable instructions delivered to the transfer agent concurrently herewith in form and substance satisfactory to the Stockholder to ensure prompt compliance with the terms of this Agreement, including providing for releases of the Shares or removal of legends as set forth in such instructions. Such instructions will include a direction requiring the transfer agent to deliver to each party to this Agreement upon request a report setting forth the holdings of the Stockholder and any transfers that may have occurred.

2.2 The Stockholder agrees that it will not, directly or indirectly, engage in any short selling, hypothecation of the Shares or by any other manner or method sell or lend Shares that would be adverse to the publicly traded shares of the Company during the Lock-Up Period or Leak-Out Period (as defined below).

2.3 Any permitted transferee of any of the Shares covered by this Agreement, other than purchasers in transactions permitted under a waiver by the Company pursuant to Section 3, shall be subject to all of the terms and conditions of this Agreement, including, without limitation, all restrictions on the resale of such Shares, and for all such purposes, any such transferee shall be a "Stockholder" as defined herein.

2.4 Any purported transfer of Shares in violation of this Agreement shall be void and of no force or effect, and no such transfer shall be made or recorded on the books of the Company.

2.5 Subject to the terms of this Agreement, the Stockholder agrees that for a period beginning immediately upon the end of the Lock-Up Period and ending twelve (12) months from such date (the "Leak-Out Period"), the Stockholder shall have the right to sell, on any trading day, up to twenty percent (20%) of the total trading volume of the Company's common stock for the current trading day.

3. Notwithstanding anything to the contrary set forth herein, the Company may, in its sole discretion and in good faith, at any time and from time to time, waive any of the conditions or restrictions contained herein.

4. In the event of: (a) a completed tender offer to purchase all or substantially all of the Company's issued and outstanding securities; or (b) a merger, consolidation or other reorganization of the Company with or into an unaffiliated entity, then this Agreement shall terminate as of the closing of such transaction and the Shares restricted pursuant hereby shall be released from such restrictions.

5. Except as otherwise provided in this Agreement or any other agreements between the parties hereto, the Stockholder shall be entitled to its respective beneficial rights of ownership of the Shares, including, if applicable, the right to vote the Shares, if then issued, for any and all purposes.

6. All notices and other communications hereunder shall be in writing and shall be acceptable if (a) delivered personally, by facsimile, or by e-mail, so long as the parties to this Agreement receive such notices at the addresses set forth below the parties' signatures to this Agreement (with confirmation of receipt), (b) if sent by registered or certified mail (return receipt requested) and postage prepaid, or (c) if sent by reputable overnight courier, so long as the parties to this Agreement receive such notices at the addresses set forth below the parties' signatures to this Agreement or at such other address for a party as shall be specified by like notice. All notices shall be deemed to be given on the same day if delivered by hand, facsimile, or by e-mail or on the following business day if sent by overnight delivery or the second business day following the date of mailing.

7. The resale restrictions on the Shares set forth in this Agreement shall be in addition to all other restrictions on transfer imposed by applicable United States and state securities laws, rules, and regulations.

8. If the Company or the Stockholder fails to fully adhere to the terms and conditions of this Agreement, such party shall be liable to the other party hereto for any damages suffered by any party hereto by reason of any such breach of the terms and conditions hereof. The Stockholder agrees that in the event of a breach of any of the terms and conditions of this Agreement by the Stockholder, that in addition to all other remedies that may be available in law or in equity to the non-defaulting parties, the Company may seek a preliminary and permanent injunction, without bond or surety, and an order of a court requiring the Stockholder to cease and desist from violating the terms and conditions of this Agreement and specifically requiring the Stockholder to perform his/her/its obligations hereunder is fair and reasonable by reason of the inability of the parties to this Agreement to presently determine the type, extent or amount of damages that the Company or its other stockholders may suffer as a result of any breach or continuation thereof. Nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to it for such breach or threatened breach, including, without limitation, issuing stop transfer instructions to the Company's transfer agent in connection with any purported transfer of the Shares in violation of the provisions of this Agreement.

9. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and may not be amended except by a written instrument executed by the parties hereto.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. In the event of default hereunder, the non-defaulting party shall be entitled to recover reasonable attorneys' fees incurred in the enforcement of this Agreement.

11. The Stockholder represents that before executing this Agreement he/she/it had the opportunity to consult with competent legal counsel of his/her/its own choosing, carefully read the Agreement, and has been fully and fairly advised as to its terms. The parties hereto agree that any rule of law or decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived.

12. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement. The parties hereto, and their respective successors and assigns, are hereby authorized to rely upon the signature of each person on this Agreement, which are delivered by facsimile, electronic signature or scanned electronic e-mail attachment, as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each such person. Signatures of the parties transmitted by facsimile or scanned e-mail attachment shall be deemed to be their original signatures for all purposes. This Agreement shall become effective when executed and delivered by the parties hereto.

13. In case any one or more of the provision contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Lock-Up Leak-Out Agreement as of the day and year first above written.

"COMPANY"

Nuvve Holdings Corp.

By: _____
Name: Gregory Poilasne
Its: Chief Executive Officer

"STOCKHOLDER"

OMNIA Group Holdings AG

By: _____
Name: Daniel Hansen
Its: Chief Exuecutive Officer

Mailing Address for Notice:

_____

_____

_____

Email: _____

Oelion AB

By: _____
Name: Leo Adler
Its: Director

Mailing Address for Notice:

_____

_____

_____

Email: _____

Exhibit 99.1

Nuvve Partners with OMNIA Global to Address 1GW Development Pipeline with First 50MW/75MWh Battery Energy Storage System in Sweden

Partnership Opens New Revenue Market

SAN DIEGO & ZÜRICH--(BUSINESS WIRE)--Nuvve Holding Corp. (Nasdaq: NVVE), a global leader in advanced energy storage and grid modernization solutions, today announced it is partnering with OMNIA Global to jointly address a pipeline in excess of 1 GW over the next 24 months with the supporting financing. The first and earliest project is a 50MW/75MWh European CE-approved battery energy storage system (BESS) located in Sweden. This marks a significant expansion of the company's European energy storage footprint.

BESS plays a critical role in modern electricity grids by balancing supply and demand, integrating renewable energy, and enhancing grid stability. BESS technology enables the storage of excess energy generated during periods of low demand and its rapid deployment during peak usage, improving reliability while reducing dependence on fossil fuel-based generation.

Sweden represents one of Europe's most attractive markets for energy storage investment, driven by its ambitious climate goals, high penetration of renewable energy, and well-developed electricity market. The country's growing wind and solar capacity, combined with increasing electrification across transportation and industry, has created strong demand for flexible storage solutions. Supportive regulatory frameworks and market structures further enhance the commercial viability of BESS assets, positioning Sweden as a strategic hub for long-term energy storage development.

The first project is expected to commence operations during the second quarter of 2026. It forms part of Nuvve's broader European development pipeline, which includes battery storage sites in several of the continent's best-performing energy markets.

Recent market conditions in these regions support potential revenues of €240,000–€300,000 per MW per year (approximately $260,000–$325,000 per MW-year). This project is expected to bring incremental revenues to Nuvve during the second quarter of 2026 after the first batteries become operational.

"The partnership represents a significant revenue opportunity spread across a pipeline exceeding 1GW, positioning Nuvve as a leading global provider of grid-scale energy storage," said Gregory Poilasne, CEO of Nuvve. "Nuvve continues to build a high-quality portfolio designed to deliver long-term, recurring value through asset ownership, asset management, and exclusive development rights."

Nuvve will serve as the owner and asset manager for the facility and provide full market access services to optimize revenue generation and grid participation. The acquisition strengthens Nuvve's position in the rapidly growing Nordic energy storage market and reinforces its long-term strategy of deploying scalable, revenue-generating infrastructure.

This transaction aligns with Nuvve's broader strategy to expand its global energy storage and grid services platform by leveraging long-term contracts, advanced software, and market optimization capabilities to deliver sustainable growth.

Nuvve also secured exclusive rights to support and deploy battery energy storage projects developed through exiting partnerships that OMNIA Global established. Nuvve also has a Right of First Refusal to acquire ownership stakes in future deployments within this pipeline.

“We see Nuvve as a uniquely fitting partner to efficiently project manage and execute the roll-out of our pipeline utilizing Nuvve’s unique load balancing software and years of experience in BESS from the early days of the market. The European market has high arbitrage opportunities for fast movers and with the partnership of Nuvve we have found a partner that efficiently and comfortably can look at a large scale roll out with the most experienced team of its sector,” said Daniel Hansen, CEO and Chairman of OMNIA Global.

About Nuvve Holding Corp.

Nuvve powers the future of flexible energy by turning batteries, electric vehicles (EV), buildings, and distributed assets into dynamic grid resources. At the core is Nuvve’s advanced platform for intelligent energy management and vehicle-to-grid (V2G), orchestrating real-time bidirectional charging, load optimization, and grid services. By harnessing an ecosystem of electrification partners, fleets, stationary storage, and smart EV chargers, Nuvve helps utilities and communities unlock flexibility at scale — enhancing reliability, accelerating electrification, and lowering costs. Nuvve enables a clean energy future where mobility, buildings, and infrastructure work together to support a more resilient, sustainable, and equitable grid. Headquartered in San Diego, California, Nuvve operates globally and online at nuvve.com.

About Omnia

OMNIA Global is an entrepreneurial single family office that through direct investment aids companies with their growth journey. From providing capital; to identifying, helping and facilitating transformative growth organically or via acquisitions; to going public to create liquid ownership and a non-exit focused operating environment.

Forward-Looking Statements

This press release contains forward-looking statements or forward-looking information within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of forward-looking terms such as “may,” “will,” “expects,” “believes,” “aims,” “anticipates,” “plans,” “looking forward to,” “estimates,” “projects,” “assumes,” “guides,” “targets,” “forecasts,” “continue,” “seeks” or the negatives of such terms or other variations on such terms or comparable terminology, although not all forward-looking statements contain such identifying words. Forward-looking statements include, but are not limited to, statements regarding the anticipated completion of the acquisition of the initial BESS facility, timing of the pipeline deployment and related project financing, amount and timing of anticipated revenues, the expected timing of recently announced projects, anticipated growth of various business areas, and other statements that are not historical facts. Nuvve cautions you that these forward-looking statements are subject to numerous risks and uncertainties, most of which are difficult to predict and many of which are beyond the control of Nuvve. Such statements are based upon the current beliefs and expectations of management and are subject to significant risks and uncertainties that could cause actual outcomes and results to differ materially. Some of these risks and uncertainties can be found in Nuvve’s most recent Annual Report on Form 10-K and subsequent periodic reports filed with the Securities and Exchange Commission (SEC). These factors should not be construed as exhaustive and should be read in conjunction with the other cautionary statements that are included in the Nuvve’s filings with the SEC. Such forward-looking statements speak only as of the date made, and Nuvve disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Readers of this press release are cautioned not to place undue reliance on these forward-looking statements, since there can be no assurance that these forward-looking statements will prove to be accurate. This cautionary statement is applicable to all forward-looking statements contained in this press release.

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