

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**

**FORM 10-Q**

(Mark One)  
☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2024

OR

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

For the transition period from \_\_\_\_\_ to \_\_\_\_\_  
Commission file number 001-39982

**ENERGY VAULT HOLDINGS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of incorporation or organization)  
**4360 Park Terrace Drive, Suite 100**  
**Westlake Village, California**  
(Address of Principal Executive Offices)

**85-3230987**  
(I.R.S. Employer Identification No.)  
  
**91361**  
(Zip Code)

**(805) 852-0000**  
Registrant's telephone number, including area code

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

| Title of each class                        | Trading Symbol(s) | Name of each exchange on which registered |
|--------------------------------------------|-------------------|-------------------------------------------|
| Common Stock, par value \$0.0001 per share | NRGV              | New York Stock Exchange                   |

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports); and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act. (Check one):

|                         |                          |                           |                                     |
|-------------------------|--------------------------|---------------------------|-------------------------------------|
| Large accelerated filer | <input type="checkbox"/> | Accelerated filer         | <input checked="" type="checkbox"/> |
| Non-accelerated filer   | <input type="checkbox"/> | Smaller reporting company | <input type="checkbox"/>            |
|                         |                          | Emerging growth company   | <input checked="" type="checkbox"/> |

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.☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The registrant had 148,850,450, shares of common stock, par value \$0.0001 per share, outstanding as of May 3, 2024.

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## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements within the meaning of the federal securities laws. All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q, including statements regarding our future results of operations or financial condition, business strategy and plans and objectives of management for future operations, are forward-looking statements. These statements involve known and unknown risks, uncertainties, and other important factors that are in some cases beyond our control and may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. In some cases, you can identify forward-looking statements because they contain words such as “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “should,” “target,” “will” or “would” or the negative of these words or other similar terms or expressions. These forward-looking statements include, but are not limited to, statements concerning the following:

- changes in our strategy, expansion plans, customer opportunities, future operations, future financial position, estimated revenues and losses, projected costs, prospects and plans;
- the implementation, market acceptance and success of our business model and growth strategy;
- our ability to develop and maintain our brand and reputation;
- developments and projections relating to our business, our competitors, and industry;
- the impact of health epidemics on our business and the actions we may take in response thereto;
- our expectations regarding our ability to obtain and maintain intellectual property protection and not infringe on the rights of others;
- expectations regarding the time during which we will be an emerging growth company under the JOBS Act;
- our future capital requirements and sources and uses of cash;
- the international nature of our operations and the impact of war or other hostilities on our business and global markets;
- our ability to obtain funding for our operations and future growth; and
- our business, expansion plans and opportunities.

You should not rely on forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Quarterly Report on Form 10-Q primarily on our current expectations and projections about future events and trends that we believe may affect our business, financial condition and operating results. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors described in the section titled “Risk Factors” and elsewhere in this Quarterly Report on Form 10-Q. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Quarterly Report on Form 10-Q. The results, events and circumstances reflected in the forward-looking statements may not be achieved or occur, and actual results, events or circumstances could differ materially from those described in the forward-looking statements. Additionally, our discussions of ESG assessments, goals and relevant issues herein or in other locations, including our corporate website, are informed by various ESG standards and frameworks (including standards for the measurement of underlying data), and the interests of various stakeholders. References to “materiality” in the context of such discussions and any related assessment of ESG “materiality” may differ from the definition of “materiality” under the federal securities laws for SEC reporting purposes. Furthermore, much of this information is subject to assumptions, estimates or third-party information that is still evolving and subject to change. For example, we note that standards and expectations regarding greenhouse gas (“GHG”) accounting and the process for measuring and counting GHG emissions and GHG emissions reductions are evolving, and it is possible that our approaches both to measuring our emissions and any reductions may be at some point, either currently or in the future, considered not in keeping with best practices. In addition, our disclosures based on any standards may change due to revisions in framework requirements, availability or quality of information, changes in our business or applicable government policies, or other factors, some of which may be beyond our control.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this Quarterly Report on Form 10-Q. While we believe that information provides a reasonable basis for these statements, that information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant

information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements. Any forward-looking statements only speak as of the date of this document, and we undertake no obligation to update any forward-looking information or statements, whether written or oral, to reflect any change, except as required by law. All forward-looking statements attributable to us are expressly qualified by these cautionary statements.

**Part I-Financial Information**
**Item 1. Financial Statements**
**ENERGY VAULT HOLDINGS, INC.**
**Condensed Consolidated Balance Sheets  
(Unaudited)  
(In thousands except par value)**

|                                                                                                                                                                  | March 31,<br>2024 | December 31,<br>2023 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------|
| <b>Assets</b>                                                                                                                                                    |                   |                      |
| Current Assets                                                                                                                                                   |                   |                      |
| Cash and cash equivalents                                                                                                                                        | \$ 135,773        | \$ 109,923           |
| Restricted cash                                                                                                                                                  | 1,011             | 35,632               |
| Accounts receivable, net of allowance for credit losses of \$23 and \$69 as of March 31, 2024 and December 31, 2023, respectively                                | 1,335             | 27,189               |
| Contract assets, net of allowance for credit losses of \$1,041 and \$1,113 as of March 31, 2024 and December 31, 2023, respectively                              | 51,328            | 84,873               |
| Inventory                                                                                                                                                        | 415               | 415                  |
| Customer financing receivable, current portion, net of allowance for credit losses of \$375 and \$375 as of March 31, 2024 and December 31, 2023, respectively   | 2,625             | 2,625                |
| Advances to suppliers                                                                                                                                            | 5,307             | 8,294                |
| Assets held for sale                                                                                                                                             | 6,281             | 6,111                |
| Prepaid expenses and other current assets                                                                                                                        | 3,618             | 4,520                |
| Total current assets                                                                                                                                             | 207,693           | 279,582              |
| Property and equipment, net                                                                                                                                      | 47,440            | 31,043               |
| Intangible assets, net                                                                                                                                           | 2,491             | 1,786                |
| Operating lease right-of-use assets                                                                                                                              | 1,436             | 1,700                |
| Customer financing receivable, long-term portion, net of allowance for credit losses of \$986 and \$957 as of March 31, 2024 and December 31, 2023, respectively | 6,899             | 6,698                |
| Investments                                                                                                                                                      | 17,365            | 17,295               |
| Other assets                                                                                                                                                     | 2,541             | 2,649                |
| <b>Total Assets</b>                                                                                                                                              | <b>\$ 285,865</b> | <b>\$ 340,753</b>    |
| <b>Liabilities and Stockholders' Equity</b>                                                                                                                      |                   |                      |
| Current Liabilities                                                                                                                                              |                   |                      |
| Accounts payable                                                                                                                                                 | \$ 52,564         | \$ 21,165            |
| Accrued expenses                                                                                                                                                 | 15,353            | 85,042               |
| Contract liabilities, current portion                                                                                                                            | 1,495             | 4,923                |
| Lease liabilities, current portion                                                                                                                               | 427               | 724                  |
| Total current liabilities                                                                                                                                        | 69,839            | 111,854              |
| Deferred pension obligation                                                                                                                                      | 1,629             | 1,491                |
| Contract liabilities, long-term portion                                                                                                                          | —                 | 1,500                |
| Other long-term liabilities                                                                                                                                      | 2,138             | 2,115                |
| Total liabilities                                                                                                                                                | 73,606            | 116,960              |
| Commitments and contingencies                                                                                                                                    |                   |                      |
| <b>Stockholders' Equity</b>                                                                                                                                      |                   |                      |
| Preferred stock, \$0.0001 par value; 5,000 shares authorized, none issued                                                                                        | —                 | —                    |
| Common stock, \$0.0001 par value; 500,000 shares authorized, 147,868 and 146,577 issued and outstanding at March 31, 2024 and December 31, 2023, respectively    | 15                | 15                   |
| Additional paid-in capital                                                                                                                                       | 482,955           | 473,271              |
| Accumulated deficit                                                                                                                                              | (269,211)         | (248,072)            |
| Accumulated other comprehensive loss                                                                                                                             | (1,500)           | (1,421)              |
| Total stockholders' equity                                                                                                                                       | 212,259           | 223,793              |
| <b>Total Liabilities and Stockholders' Equity</b>                                                                                                                | <b>\$ 285,865</b> | <b>\$ 340,753</b>    |

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

ENERGY VAULT HOLDINGS, INC.

Condensed Consolidated Statements of Operations and Comprehensive Loss  
(Unaudited)  
(In thousands except per share data)

|                                                         | Three Months Ended March 31, |             |
|---------------------------------------------------------|------------------------------|-------------|
|                                                         | 2024                         | 2023        |
| Revenue                                                 | \$ 7,759                     | \$ 11,422   |
| Cost of revenue                                         | 5,691                        | 9,003       |
| Gross profit                                            | 2,068                        | 2,419       |
| Operating expenses:                                     |                              |             |
| Sales and marketing                                     | 4,170                        | 4,574       |
| Research and development                                | 6,966                        | 11,178      |
| General and administrative                              | 15,264                       | 19,400      |
| Depreciation and amortization                           | 295                          | 209         |
| Loss from operations                                    | (24,627)                     | (32,942)    |
| Other income (expense):                                 |                              |             |
| Interest expense                                        | (8)                          | (1)         |
| Interest income                                         | 1,826                        | 1,935       |
| Other income (expense), net                             | 1,670                        | (159)       |
| Loss before income taxes                                | (21,139)                     | (31,167)    |
| Provision for income taxes                              | —                            | —           |
| Net loss                                                | \$ (21,139)                  | \$ (31,167) |
| Net loss per share — basic and diluted                  | \$ (0.14)                    | \$ (0.22)   |
| Weighted average shares outstanding — basic and diluted | 147,019                      | 139,669     |
| Other comprehensive income (loss) — net of tax          |                              |             |
| Actuarial (loss) gain on pension                        | \$ (231)                     | \$ 164      |
| Foreign currency translation gain                       | 152                          | 121         |
| Total other comprehensive (loss) income                 | (79)                         | 285         |
| Total comprehensive loss                                | \$ (21,218)                  | \$ (30,882) |

The accompanying notes are an integral part of these condensed consolidated financial statements.

**ENERGY VAULT HOLDINGS, INC.**

**Condensed Consolidated Statements of Stockholders' Equity  
(Unaudited)  
(In thousands)**

|                                                                                      | Three Months Ended March 31, 2024 |        |                            |                     |                                               |                            |  |
|--------------------------------------------------------------------------------------|-----------------------------------|--------|----------------------------|---------------------|-----------------------------------------------|----------------------------|--|
|                                                                                      | Common Stock                      |        | Additional Paid-In Capital | Accumulated Deficit | Accumulated Other Comprehensive Income (Loss) | Total Stockholders' Equity |  |
|                                                                                      | Shares                            | Amount |                            |                     |                                               |                            |  |
| Balance at December 31, 2023                                                         | 146,577                           | \$ 15  | \$ 473,271                 | \$ (248,072)        | \$ (1,421)                                    | \$ 223,793                 |  |
| Stock based compensation                                                             | —                                 | —      | 9,684                      | —                   | —                                             | 9,684                      |  |
| Vesting of restricted stock units ("RSUs"), net of shares withheld for payroll taxes | 1,291                             | —      | —                          | —                   | —                                             | —                          |  |
| Net loss                                                                             | —                                 | —      | —                          | (21,139)            | —                                             | (21,139)                   |  |
| Actuarial loss on pension                                                            | —                                 | —      | —                          | —                   | (231)                                         | (231)                      |  |
| Foreign currency translation gain                                                    | —                                 | —      | —                          | —                   | 152                                           | 152                        |  |
| Balance at March 31, 2024                                                            | 147,868                           | \$ 15  | \$ 482,955                 | \$ (269,211)        | \$ (1,500)                                    | \$ 212,259                 |  |

  

|                                                           | Three Months Ended March 31, 2023 |        |                            |                     |                                               |                            |  |
|-----------------------------------------------------------|-----------------------------------|--------|----------------------------|---------------------|-----------------------------------------------|----------------------------|--|
|                                                           | Common Stock                      |        | Additional Paid-In Capital | Accumulated Deficit | Accumulated Other Comprehensive Income (Loss) | Total Stockholders' Equity |  |
|                                                           | Shares                            | Amount |                            |                     |                                               |                            |  |
| Balance at December 31, 2022                              | 138,530                           | \$ 14  | \$ 435,852                 | \$ (147,265)        | \$ (888)                                      | \$ 287,713                 |  |
| Adoption of ASU 2016-13                                   | —                                 | —      | —                          | (2,364)             | —                                             | (2,364)                    |  |
| Exercise of stock options                                 | 43                                | —      | 35                         | —                   | —                                             | 35                         |  |
| Stock based compensation                                  | —                                 | —      | 13,716                     | —                   | —                                             | 13,716                     |  |
| Vesting of RSUs, net of shares withheld for payroll taxes | 2,819                             | —      | (3,733)                    | —                   | —                                             | (3,733)                    |  |
| Net loss                                                  | —                                 | —      | —                          | (31,167)            | —                                             | (31,167)                   |  |
| Actuarial gain on pension                                 | —                                 | —      | —                          | —                   | 164                                           | 164                        |  |
| Foreign currency translation gain                         | —                                 | —      | —                          | —                   | 121                                           | 121                        |  |
| Balance at March 31, 2023                                 | 141,392                           | \$ 14  | \$ 445,870                 | \$ (180,796)        | \$ (603)                                      | \$ 264,485                 |  |

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

ENERGY VAULT HOLDINGS, INC.

**Condensed Consolidated Statements of Cash Flows**  
(Unaudited)  
(In thousands)

|                                                                                           | Three Months Ended March 31, |             |
|-------------------------------------------------------------------------------------------|------------------------------|-------------|
|                                                                                           | 2024                         | 2023        |
| <b>Cash Flows From Operating Activities</b>                                               |                              |             |
| Net loss                                                                                  | \$ (21,139)                  | \$ (31,167) |
| Adjustments to reconcile net loss to net cash provided by (used in) operating activities: |                              |             |
| Depreciation and amortization                                                             | 295                          | 209         |
| Non-cash interest income                                                                  | (375)                        | (334)       |
| Stock based compensation                                                                  | 9,684                        | 13,716      |
| Benefit for credit losses                                                                 | (89)                         | (14)        |
| Foreign exchange losses                                                                   | 60                           | 170         |
| Change in operating assets                                                                | 59,725                       | (35,504)    |
| Change in operating liabilities                                                           | (47,214)                     | (17,848)    |
| Net cash provided by (used in) operating activities                                       | 947                          | (70,772)    |
| <b>Cash Flows From Investing Activities</b>                                               |                              |             |
| Purchase of property and equipment                                                        | (8,598)                      | (11,635)    |
| Purchase of property and equipment held for sale                                          | (170)                        | —           |
| Purchase of equity securities                                                             | —                            | (6,000)     |
| Net cash used in investing activities                                                     | (8,768)                      | (17,635)    |
| <b>Cash Flows From Financing Activities</b>                                               |                              |             |
| Proceeds from exercise of stock options                                                   | —                            | 35          |
| Repayment of insurance premium financings                                                 | (358)                        | —           |
| Payment of taxes related to net settlement of equity awards                               | (297)                        | (800)       |
| Payment of finance lease obligations                                                      | (23)                         | (10)        |
| Net cash used in financing activities                                                     | (678)                        | (775)       |
| Effect of exchange rate changes on cash, cash equivalents, and restricted cash            | (272)                        | (27)        |
| Net decrease in cash, cash equivalents, and restricted cash                               | (8,771)                      | (89,209)    |
| Cash, cash equivalents, and restricted cash – beginning of the period                     | 145,555                      | 286,182     |
| Cash, cash equivalents, and restricted cash – end of the period                           | 136,784                      | 196,973     |
| Less: Restricted cash at end of period                                                    | 1,011                        | 82,417      |
| Cash and cash equivalents - end of period                                                 | \$ 135,773                   | \$ 114,556  |
| <b>Supplemental Disclosures of Cash Flow Information:</b>                                 |                              |             |
| Income taxes paid                                                                         | \$ —                         | \$ —        |
| Cash paid for interest                                                                    | 8                            | 1           |
| <b>Supplemental Disclosures of Non-Cash Investing and Financing Information:</b>          |                              |             |
| Actuarial (loss) gain on pension                                                          | (231)                        | 164         |
| Property and equipment financed through accounts payable and accrued expenses             | 4,798                        | 4,021       |
| Assets acquired on finance lease                                                          | 60                           | —           |

*The accompanying notes are an integral part of these condensed consolidated financial statements.*

**ENERGY VAULT HOLDINGS, INC.****Notes to Condensed Consolidated Financial Statements  
(Unaudited)****NOTE 1. ORGANIZATION AND DESCRIPTION OF BUSINESS**

Energy Vault Holdings, Inc., which together with its subsidiaries is referred to herein as “Energy Vault” or the “Company”, develops and deploys utility-scale energy storage solutions designed to aid in the global transition to a clean energy future. The Company’s mission is to provide energy storage solutions to accelerate the global transition to renewable energy.

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES*****Basis of Presentation***

The accompanying unaudited interim condensed consolidated financial statements have been prepared on an accrual basis of accounting in accordance with United States Generally Accepted Accounting Principles (“GAAP”) and applicable rules and regulations of the Securities and Exchange Commission (“SEC”) regarding interim financial reporting. Certain information and disclosures normally included in consolidated financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to such rules and regulations. Accordingly, these unaudited interim condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and accompanying notes for the year ended December 31, 2023. The condensed consolidated balance sheet as of December 31, 2023, included herein, was derived from the consolidated financial statements of the Company as of that date.

These unaudited interim condensed consolidated financial statements, in the opinion of management, reflect all adjustments necessary to present fairly the Company’s financial position as of March 31, 2024 and the Company’s results of operations and comprehensive loss, stockholders’ equity activities, and the cash flows for the three months ended March 31, 2024 and 2023. The results for the three months ended March 31, 2024 are not necessarily indicative of the results to be expected for the year ending December 31, 2024 or for any interim period or for any other future year.

***Principles of Consolidation***

These unaudited interim condensed consolidated financial statements include Energy Vault Holdings, Inc. and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

***Emerging Growth Company***

Section 102(b)(1) of the Jumpstart Our Business Startups Act of 2012 (the “JOBS Act”) exempts emerging growth companies from being required to comply with new or revised financial accounting standards until private companies (that is, those that have not had a Securities Act registration statement declared effective or do not have a class of securities registered under the Exchange Act) are required to comply with the new or revised financial accounting standards. The JOBS Act provides that an emerging growth company can elect to opt out of the extended transition period and comply with the requirements that apply to non-emerging growth companies but any such election to opt out is irrevocable. The Company has elected not to opt out of such extended transition period, which means that when a standard is issued or revised, and it has different application dates for public or private companies, the Company, as an emerging growth company, can adopt the new or revised standard at the time private companies adopt the new or revised standard.

This may make comparison of the Company’s consolidated financial statement with another public company that is neither an emerging growth company nor an emerging growth company that has opted out of using the extended transition period difficult or impossible because of the potential differences in accounting standards used.

***Use of Estimates***

The preparation of the condensed consolidated financial statements, in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the unaudited interim condensed consolidated financial statements and accompanying notes. The Company evaluates its assumptions on an ongoing basis. The Company’s management believes that the estimates, judgment, and assumptions used are reasonable based upon information available at the time they are made. Significant estimates made by management include, among others, revenue recognition and stock-based compensation. Due to the inherent uncertainty involved in making assumptions and estimates, changes in circumstances could result in actual results differing from those estimates, and such differences could be material to the Company’s consolidated financial condition and results of operations.

## ENERGY VAULT HOLDINGS, INC.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)**Segment Reporting**

The Company reports its operating results and financial information in one operating and reportable segment. Our chief operating decision maker, which is our chief executive officer, reviews our operating results on a consolidated basis and uses that consolidated financial information to make operating decisions, assess financial performance, and allocate resources.

**Concentration of Credit and Other Risks**

Financial instruments that subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents, restricted cash, accounts receivable, and customer financings receivable.

Risks associated with cash and cash equivalents and restricted cash are mitigated by banking with creditworthy institutions. Such balances with any one institution may, at times, be in excess of federally insured amounts.

As of March 31, 2024, one customer accounted for 87% of accounts receivable and as of December 31, 2023, one customer accounted for 92% of accounts receivable.

As of March 31, 2024 and December 31, 2023, one customer accounted for 100% of the customer financing receivable.

Revenue from two customers accounted for 80% and 14% of total revenue, respectively, for the three months ended March 31, 2024 and revenue from three customers accounted for 43%, 39%, and 16% of total revenue, respectively, for the three months ended March 31, 2023.

**Summary of Significant Accounting Policies**

The Company's significant accounting policies are discussed in Note 2 of the notes to the consolidated financial statements included in the Company's 2023 Annual Report on Form 10-K filed with the SEC on March 13, 2024. There have not been any significant changes to these policies during the three months ended March 31, 2024.

**NOTE 3. REVENUE RECOGNITION**

The Company recognized revenue for the product and service categories as follows for the three months ended March 31, 2024 and 2023 (amounts in thousands).

|                                            | Three Months Ended March 31, |                  |
|--------------------------------------------|------------------------------|------------------|
|                                            | 2024                         | 2023             |
| Build and transfer energy storage products | \$ 7,386                     | \$ 11,273        |
| Other                                      | 373                          | 149              |
| Total revenue                              | <u>\$ 7,759</u>              | <u>\$ 11,422</u> |

**Remaining Performance Obligations**

Remaining performance obligations represent the amount of unearned transaction prices under contracts for which work is wholly or partially unperformed. As of March 31, 2024, the amount of the Company's remaining performance obligations was \$137.5 million. The Company generally expects to recognize approximately 3% of the remaining performance obligations as revenue over the next 12 months and the remainder more than 12 months from March 31, 2024.

## ENERGY VAULT HOLDINGS, INC.

Notes to Condensed Consolidated Financial Statements  
(Unaudited)*Contract Balances*

The following table provides information about contract assets and contract liabilities from contracts with customers.

|                                                     | March 31,<br>2024 | December 31,<br>2023 |
|-----------------------------------------------------|-------------------|----------------------|
| Refundable contribution                             | \$ 25,000         | \$ 25,000            |
| Unbilled receivables                                | 21,624            | 55,241               |
| Retainage                                           | 5,745             | 5,745                |
| Less allowance for credit losses                    | (1,041)           | (1,113)              |
| Contract assets, net of allowance for credit losses | <u>\$ 51,328</u>  | <u>\$ 84,873</u>     |
| Contract liabilities, current portion               | \$ 1,495          | \$ 4,923             |
| Contract liabilities, long-term portion             | —                 | 1,500                |
| Total contract liabilities                          | <u>\$ 1,495</u>   | <u>\$ 6,423</u>      |

Contract assets consist of a refundable contribution, unbilled receivables, and retainage. Refundable contribution represents the contribution the Company made to a customer to be used during the construction of its first gravity energy storage system (“GESS”), which will be refunded to the Company upon the customer’s first GESS obtaining substantial completion, subject to adjustment for potential liquidated damages if certain performance metrics are not met. Unbilled receivables represent the estimated value of unbilled work for projects with performance obligations recognized over time. Retainage represents a portion of the contract amount that has been billed, but for which the contract allows the customer to retain a portion of the billed amount until final contract settlement. Retainage is not considered to be a significant financing component because the intent is to protect the customer.

Contract liabilities consist of deferred revenue. Under certain contracts, the Company may be entitled to invoice the customer and receive payments in advance of performing the related contract work. In those instances, the Company recognizes a liability for advance billings in excess of revenue recognized, which is referred to as deferred revenue. Deferred revenue is not considered to be a significant financing component because it is generally used to meet working capital demands that can be higher in the early stages of a contract. For the three months ended March 31, 2024, the Company recognized revenue of \$0.5 million related to amounts that were included in deferred revenue as of December 31, 2023, primarily as a result of the advancement of physical progress on the related projects during the period. For the three months ended March 31, 2023, the Company recognized revenue of \$11.3 million respectively, related to amounts that were included in deferred revenue as of December 31, 2022, primarily as a result of the advancement of physical progress on the related projects during the period.

# ENERGY VAULT HOLDINGS, INC.

## Notes to Condensed Consolidated Financial Statements (Unaudited)

### NOTE 4. ALLOWANCE FOR CREDIT LOSSES

Activity in the allowance for credit losses was as follows for the three months ended March 31, 2024 and 2023 (amounts in thousands):

|                                                  | Three Months Ended March 31, 2024 |                 |                               |                 |
|--------------------------------------------------|-----------------------------------|-----------------|-------------------------------|-----------------|
|                                                  | Accounts Receivable               | Contract Assets | Customer Financing Receivable | Total           |
| Allowance for credit losses, beginning of period | \$ 69                             | \$ 1,113        | \$ 1,332                      | \$ 2,514        |
| Provision (benefit) for credit losses            | (46)                              | (72)            | 29                            | (89)            |
| Allowance for credit losses, end of period       | <u>\$ 23</u>                      | <u>\$ 1,041</u> | <u>\$ 1,361</u>               | <u>\$ 2,425</u> |

  

|                                                  | Three Months Ended March 31, 2023 |                 |                               |                 |
|--------------------------------------------------|-----------------------------------|-----------------|-------------------------------|-----------------|
|                                                  | Accounts Receivable               | Contract Assets | Customer Financing Receivable | Total           |
| Allowance for credit losses, beginning of period | \$ —                              | \$ —            | \$ —                          | \$ —            |
| Addition due to adoption of ASU 2016-13          | 81                                | 1,063           | 1,220                         | 2,364           |
| Provision (benefit) for credit losses            | (71)                              | 31              | 26                            | (14)            |
| Allowance for credit losses, end of period       | <u>\$ 10</u>                      | <u>\$ 1,094</u> | <u>\$ 1,246</u>               | <u>\$ 2,350</u> |

The Company utilizes a probability-of-default (“PD”) and loss-given-default (“LGD”) methodology to calculate the allowance for expected credit losses for each customer by type of financial asset. Due to the Company’s limited operating history and lack of loss history, the Company derived its PD and LGD rates using average historical rates for corporate bonds as published by Moody’s. The Company uses PD and LGD rates that correspond to the customer’s credit rating and period of time in which the financial asset is expected to remain outstanding.

The Company evaluates its customer financing receivable on a periodic basis by monitoring the credit quality and financial condition of the guarantor for the customer. The amortized cost basis for the Company’s customer financing receivable was \$10.9 million and \$10.7 million as of March 31, 2024 and December 31, 2023, respectively.

### NOTE 5. FAIR VALUE MEASUREMENTS

Carrying amounts of certain financial instruments, including cash, accounts payable, and accrued expenses approximate their fair value due to their relatively short maturities and market interest rates, if applicable.

The Company categorizes assets and liabilities recorded or disclosed at fair value on the consolidated balance sheet based upon the level of judgment associated with inputs used to measure their fair value. The categories are as follows:

- *Level 1*—Inputs which included quoted prices in active markets for identical assets and liabilities.
- *Level 2*—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- *Level 3*—Unobservable inputs in which there is little or no market data, which require the reporting entity to develop its own assumptions.

**ENERGY VAULT HOLDINGS, INC.**

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The Company's financial assets and liabilities measured at fair value on a recurring basis were as follows as of March 31, 2024 and December 31, 2023, respectively (amounts in thousands):

|                                                     | Level 1 | Level 2 | Level 3  | Total    |
|-----------------------------------------------------|---------|---------|----------|----------|
| <b>Assets (Liabilities):</b>                        |         |         |          |          |
| Derivative asset — conversion option <sup>(1)</sup> | \$ —    | \$ —    | \$ 1,025 | \$ 1,025 |
| Warrant liability                                   | —       | —       | (2)      | (2)      |

<sup>(1)</sup> Refer to Note 7 - *Investments* for further information.

**NOTE 6. RELATED PARTY TRANSACTIONS**

In May 2019, the Company received a \$1.5 million deposit for a gravity-based system from a customer that was owned by one of its primary shareholders. The deposit and order were received before the owner of the customer became one of the Company's primary shareholders and the deposit was recognized in the line item, contract liabilities, long-term portion, in the condensed consolidated balance sheet as of December 31, 2023. During the three months ended March 31, 2024, the Company concluded it was no longer obligated to provide a gravity-based system to the customer and that the deposit was nonrefundable. As a result, the Company derecognized the \$1.5 million liability and recognized it as a gain within the line item, other income (expense), net, in the condensed consolidated statements of operations during the three months ended March 31, 2024.

During the three months ended March 31, 2024 and 2023, the Company paid contracted engineering, design, and civil tolerance code calculation support fees of \$0.1 million and \$0.1 million, respectively, to an immediate family member of an executive officer. The Company retains all intellectual property as part of these services.

During the three months ended March 31, 2024 and 2023, the Company paid \$0.2 million and \$0.4 million, respectively, in marketing and sales costs to a company owned by an immediate family member of an officer of the Company.

**NOTE 7. INVESTMENTS**

The following table provides a reconciliation of investments to the Company's condensed consolidated balance sheets (amounts in thousands):

|                                 | March 31,<br>2024 | December 31,<br>2023 |
|---------------------------------|-------------------|----------------------|
| Investment in equity securities | \$ 15,000         | \$ 15,000            |
| Convertible note receivable     | 2,365             | 2,295                |
|                                 | <u>\$ 17,365</u>  | <u>\$ 17,295</u>     |

***Investment in Equity Securities***

In November 2022, the Company purchased \$9.0 million of equity securities in KORE Power, Inc. ("KORE"), a U.S. manufacturer of battery cells and modules. In February 2023, the Company purchased an additional \$6.0 million of equity securities, increasing the Company's total investment in KORE to \$15.0 million.

These equity securities do not have a readily determinable fair value and are recorded at cost, less any impairment, plus or minus adjustments related to observable transactions for the same or similar securities, with unrealized gains and losses included in earnings. As of March 31, 2024 and December 31, 2023, the carrying value of these equity securities was equal to its cost basis.

***Convertible Note Receivable***

In October 2021, the Company entered into a convertible promissory note purchase agreement with DG Fuels, LLC ("DG Fuels") and purchased a promissory note with a principal balance of \$1.0 million ("DG Fuels Tranche 1 Note"). In April 2022, the Company purchased an additional promissory note from DG Fuels with a principal balance of \$2.0 million. ("DG

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**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**  
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Fuels Tranche 2 Note”) (collectively, the “DG Fuels Note”). The convertible promissory note is recorded in other assets in the condensed consolidated balance sheets.

The maturity date of the DG Fuels Note is the earlier of (i) 30 days after a demand for payment is made by the Company at any time after the two year anniversary of the date of issuance of the note; (ii) the four year anniversary of the date of issuance of the note; (iii) five days following a Financial Close (“Financial Close” means a project finance style closing by DG Fuels or its subsidiary of debt and equity capital to finance the construction of that certain biofuel facility currently under development by DG Fuels), or (iv) upon an event of default determined at the discretion of the Company. The DG Fuels Note has an annual interest rate of 10.0%.

The Company intends to hold and convert the DG Fuels Note into the equity securities issued by DG Fuels in its next equity financing round that is greater than \$20.0 million at a 20% discount to the issuance price. The principal balance and unpaid accrued interest on the DG Fuels Note will, at the option of the Company, convert into equity securities upon the closing of such next equity financing round.

The discounted conversion rate in the DG Fuels Note is considered a redemption feature that is an embedded derivative, which requires bifurcation and separate accounting at its estimated fair value under ASC 815 – *Derivative and Hedging*. The embedded derivative upon the purchase of the DG Fuels Tranche 1 Note was an asset of \$0.4 million and the embedded derivative upon the purchase of the DG Fuels Tranche 2 note was an asset of \$0.7 million. The estimated fair value of the derivative instruments was recognized as a derivative asset on the condensed consolidated balance sheets, with an offsetting discount to the DG Fuels Note. The Company amortizes the discount on the Note into interest income using the effective interest method. The Company recognized interest income from the DG Fuels Note of \$0.1 million for the three months ended March 31, 2024 and \$0.1 million for the three months ended March 31, 2023. Interest income related to the amortization of the debt discount was \$0.1 million for the three months ended March 31, 2024 and \$44 thousand for the three months ended March 31, 2023.

The derivative financial instrument is recorded in other assets in the condensed consolidated balance sheets. At each reporting period, the Company remeasures this derivative financial instrument to its estimated fair value. The change in the estimated fair value is recorded in other income (expense), net in the consolidated statement of operations and comprehensive loss. For the three and three months ended March 31, 2024 and 2023, there was no change in the fair value of the embedded derivative.

A reconciliation of the beginning and ending asset balance for the embedded derivative in the DG Fuels Note is as follows (amounts in thousands):

|                      | Three Months Ended March 31, |          |
|----------------------|------------------------------|----------|
|                      | 2024                         | 2023     |
| Beginning of period  | \$ 1,025                     | \$ 1,025 |
| Additions            | —                            | —        |
| Change in fair value | —                            | —        |
| End of period        | \$ 1,025                     | \$ 1,025 |

**ENERGY VAULT HOLDINGS, INC.**

**Notes to Condensed Consolidated Financial Statements  
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**NOTE 8. PROPERTY AND EQUIPMENT, NET**

As of March 31, 2024 and December 31, 2023, property and equipment, net consisted of the following (amounts in thousands):

|                                                 | March 31,<br>2024 | December 31,<br>2023 |
|-------------------------------------------------|-------------------|----------------------|
| Land                                            | \$ 226            | \$ 226               |
| Buildings                                       | 774               | 774                  |
| Machinery and equipment                         | 11,707            | 9,330                |
| Finance lease right-of-use assets – vehicles    | 187               | 187                  |
| Furniture and IT equipment                      | 1,454             | 1,474                |
| Leasehold improvements                          | 700               | 702                  |
| Construction in progress                        | 34,641            | 20,095               |
| Total property and equipment                    | 49,689            | 32,788               |
| Less: accumulated depreciation and amortization | (2,249)           | (1,745)              |
| Property and equipment, net                     | <u>\$ 47,440</u>  | <u>\$ 31,043</u>     |

For the three months ended March 31, 2024 and 2023, depreciation and amortization related to property and equipment was \$0.2 million and \$0.2 million, respectively.

The increases in machinery and equipment and construction in progress primarily relate to the energy storage systems being constructed in Snyder, Texas and Calistoga, California.

**NOTE 9. INTANGIBLE ASSETS, NET**

Intangible assets are stated at amortized cost and consist of the following (amounts in thousands):

|                                 | March 31, 2024        |                          |                     | December 31, 2023     |                          |                     |
|---------------------------------|-----------------------|--------------------------|---------------------|-----------------------|--------------------------|---------------------|
|                                 | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount | Gross Carrying Amount | Accumulated Amortization | Net Carrying Amount |
| Capitalized software to be sold | \$ 2,573              | \$ (82)                  | \$ 2,491            | \$ 1,786              | \$ —                     | \$ 1,786            |

Once a software application is available for general release and is placed in service, the Company amortizes the capitalized costs on a product basis by the greater of the straight-line method over the estimated economic life of the product, or the ratio that current gross revenues for a product bear to the total current and anticipated future gross revenues for that product. The useful life for our external-use software development costs is five years. Amortization expense for the three months ended March 31, 2024 and 2023 was \$0.1 million and \$—, respectively.

Future amortization expense for intangible assets is estimated as follows (amounts in thousands):

|                              | Amount          |
|------------------------------|-----------------|
| Remainder of 2024            | \$ 247          |
| 2025                         | 329             |
| 2026                         | 329             |
| 2027                         | 329             |
| 2028                         | 329             |
| Subtotal                     | 1,563           |
| Software projects in process | 928             |
| Total                        | <u>\$ 2,491</u> |

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**NOTE 10. DEBT**

In July 2023, the Company entered into a financing agreement related to premiums under certain insurance policies. The Company is obligated to repay the lender an aggregate sum of \$1.1 million through nine equal monthly payments, at an annual interest rate of 7.0%, commencing on July 15, 2023.

In September 2023, the Company entered into a financing agreement related to premiums under certain insurance policies. The Company is obligated to repay the lender an aggregate sum of \$0.2 million through four equal monthly payments, at an annual interest rate of 7.0%, commencing on September 15, 2023.

As of March 31, 2024, the insurance premiums financings have been fully repaid. As of December 31, 2023, the carrying value of the Company's insurance premium financings was \$0.4 million and is included in the line item, accrued expenses, in the condensed consolidated balance sheets.

ENERGY VAULT HOLDINGS, INC.  
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**NOTE 11. SUPPLEMENTAL BALANCE SHEETS DETAIL**

(amounts in thousands)

|                                            | March 31,<br>2024 | December 31,<br>2023 |
|--------------------------------------------|-------------------|----------------------|
| <b>Prepaid and other current assets:</b>   |                   |                      |
| Prepaid expenses                           | \$ 2,223          | \$ 3,131             |
| Tax refund receivable                      | 1,341             | 1,359                |
| Other                                      | 54                | 30                   |
| <b>Total</b>                               | <b>\$ 3,618</b>   | <b>\$ 4,520</b>      |
| <b>Other assets:</b>                       |                   |                      |
| Derivative asset — conversion option       | \$ 1,025          | \$ 1,025             |
| Other                                      | 1,516             | 1,624                |
| <b>Total</b>                               | <b>\$ 2,541</b>   | <b>\$ 2,649</b>      |
| <b>Accrued expenses:</b>                   |                   |                      |
| Professional fees                          | \$ 4,635          | \$ 4,522             |
| Accrued purchases                          | 7,338             | 71,932               |
| Employee costs                             | 1,664             | 5,985                |
| Taxes payable                              | 106               | 733                  |
| Accrued project loss                       | 614               | 591                  |
| Insurance premium financings               | —                 | 358                  |
| Warranty accrual                           | 983               | 894                  |
| Other                                      | 13                | 27                   |
| <b>Total</b>                               | <b>\$ 15,353</b>  | <b>\$ 85,042</b>     |
| <b>Lease liabilities, current portion:</b> |                   |                      |
| Operating leases                           | \$ 391            | \$ 697               |
| Finance leases                             | 36                | 27                   |
| <b>Total</b>                               | <b>\$ 427</b>     | <b>\$ 724</b>        |
| <b>Other long-term liabilities:</b>        |                   |                      |
| Operating leases                           | \$ 984            | \$ 1,044             |
| Asset retirement obligation                | 17                | 52                   |
| Warranty accrual                           | 1,022             | 924                  |
| Finance leases                             | 113               | 93                   |
| Warrant liability                          | 2                 | 2                    |
| <b>Total</b>                               | <b>\$ 2,138</b>   | <b>\$ 2,115</b>      |

**ENERGY VAULT HOLDINGS, INC.****Notes to Condensed Consolidated Financial Statements  
(Unaudited)****NOTE 12. STOCK-BASED COMPENSATION*****2017 Stock Incentive Plan***

In 2017, the Company adopted its 2017 Stock Incentive Plan (the “2017 Plan”) which provided for the granting of stock options, restricted stock, and RSUs to employees, directors, and consultants of the Company. Options granted under the 2017 Plan were either Incentive Stock Options (“ISOs”) or Nonqualified Stock Options (“NSOs”). Awards under the 2017 Plan were granted for periods of up to ten years. Under the terms of the 2017 Plan, awards were granted at an exercise price not less than the estimated fair value of the shares on the date of grant, as determined by the Company’s Board of Directors. For employees holding more than 10% of the voting rights of all classes of stock, the exercise price of ISOs and NSOs was not less than 110% of the estimated fair value of the shares on the date of grant, as determined by the board of directors. Awards generally vested over one to four years.

***2020 Stock Incentive Plan***

In 2020, the Company adopted its 2020 Stock Incentive Plan (the “2020 Plan”). The 2020 Plan provided for the granting of stock options, restricted stock, and RSUs to employees, directors, and consultants of the Company. Options granted under the 2020 Plan were either ISOs or NSOs. Awards under the 2020 Plan were granted for periods of up to ten years. Under the terms of the 2020 Plan, awards were granted at an exercise price not less than the estimated fair value of the shares on the date of grant, as determined by the Company’s Board of Directors. For employees holding more than 10% of the voting rights of all classes of stock, the exercise price of ISOs and NSOs was not less than 110% of the estimated fair value of the shares on the date of grant, as determined by the board of directors. Awards generally vested over one to four years.

***2022 Equity Incentive Plan***

In 2022, the Company adopted its 2022 Equity Incentive Plan (the “2022 Incentive Plan”). The 2022 Incentive Plan provides for the granting of stock options, stock appreciation rights (“SARs”), restricted stock, and RSUs to employees, non-employee directors, and consultants of the Company. Shares of common stock underlying awards that expire or are forfeited or canceled will again be available for issuance under the 2022 Incentive Plan.

The initial number of shares of the Company’s common stock reserved for issuance under the 2022 Incentive Plan was approximately 15.5 million, plus up to approximately 8.3 million shares subject to awards granted under the 2017 and 2020 Plans. Beginning on March 1, 2022 and ending on (and including) March 31, 2031, the number of shares of the Company’s common stock that may be issued under the 2022 Incentive Plan increases by a number of shares equal to the lesser of (i) 4.0% of the outstanding shares on the last day of the immediately preceding month or (ii) such lesser number of shares (including zero) that the Company’s Board determines for the purposes of the annual increase for that fiscal year.

***2022 Inducement Plan***

In 2022, the Company adopted its 2022 Inducement Plan, which provides for the granting of stock options, SARs, restricted stock, and RSUs to individuals who were not previously employees of Energy Vault, or following a bona fide period of non-employment, as inducement material to such individuals entering into employment with Energy Vault. Shares of common stock underlying awards that expire or are forfeited or canceled will again be available for issuance

ENERGY VAULT HOLDINGS, INC.

Notes to Condensed Consolidated Financial Statements  
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under the 2022 Inducement Plan. 8.0 million shares of the Company's common stock are reserved for issuance under the 2022 Inducement Plan.

**Stock Option Activity**

Stock option activity for the three months ended March 31, 2024 was as follows (in thousands, except per share data):

|                                                          | Options Outstanding |                                           |                                                        |                           |
|----------------------------------------------------------|---------------------|-------------------------------------------|--------------------------------------------------------|---------------------------|
|                                                          | Number of Options   | Weighted Average Exercise Price Per Share | Weighted Average Remaining Contractual Term (in years) | Aggregate Intrinsic Value |
| Balance as of December 31, 2023                          | 5,807               | \$ 1.71                                   | 6.37                                                   | \$ 3,605                  |
| Stock options granted                                    | —                   | —                                         | —                                                      | —                         |
| Stock options exercised                                  | —                   | —                                         | —                                                      | —                         |
| Stock options forfeited, canceled, or expired            | (4)                 | 0.80                                      | —                                                      | —                         |
| Balance as of March 31, 2024                             | 5,803               | 1.71                                      | 6.15                                                   | 815                       |
| Options exercisable as of March 31, 2024                 | 689                 | 0.71                                      | 6.32                                                   | 744                       |
| Options vested and expected to vest as of March 31, 2024 | 5,803               | 1.71                                      | 6.15                                                   | 815                       |

As of March 31, 2024, total unrecognized stock-based compensation expense related to unvested awards that are expected to vest was \$5.1 million. The weighted-average period over which such stock-based compensation expense will be recognized is approximately 2.07 years.

The aggregate intrinsic values of options outstanding, exercisable, vested and expected to vest were calculated as the difference between the exercise price of the options and the closing stock price of the Company's common stock on the NYSE as of March 31, 2024.

**Restricted Stock Units**

RSU activity for the three months ended March 31, 2024 was as follows (in thousands, except per share data):

|                                           | Number of RSUs | Weighted Average Grant Date Fair Value per Share |
|-------------------------------------------|----------------|--------------------------------------------------|
| Nonvested balance as of December 31, 2023 | 19,029         | \$ 4.55                                          |
| RSUs granted                              | 7,409          | 1.73                                             |
| RSUs forfeited                            | (307)          | 3.24                                             |
| RSUs vested                               | (2,110)        | 4.45                                             |
| Nonvested balance as of March 31, 2024    | 24,021         | 3.71                                             |

As of March 31, 2024, unrecognized stock-based compensation expense related to these RSUs was \$74.3 million which is expected to be recognized over the remaining weighted-average vesting period of approximately 2.10 years.

**ENERGY VAULT HOLDINGS, INC.**

**Notes to Condensed Consolidated Financial Statements  
(Unaudited)**

***Stock-Based Compensation Expense***

Total stock-based compensation expense for the three months ended March 31, 2024 and 2023 is as follows (in thousands):

|                                        | Three Months Ended March 31, |                  |
|----------------------------------------|------------------------------|------------------|
|                                        | 2024                         | 2023             |
| Sales and marketing                    | \$ 1,715                     | \$ 1,949         |
| Research and development               | 2,227                        | 3,149            |
| General and administrative             | 5,742                        | 8,618            |
| Total stock-based compensation expense | <u>\$ 9,684</u>              | <u>\$ 13,716</u> |

**NOTE 13. INCOME TAXES**

The Company did not recognize any tax provision for the three months ended March 31, 2024 and 2023. The Company has recorded a valuation allowance against substantially all of the Company's net deferred tax assets. The Company provides for a valuation allowance when it is more likely than not that some portion of, or all of the Company's deferred tax assets will not be realized. Due to the Company's history of losses, the Company determined that it is not more likely than not to realize its deferred tax assets.

**NOTE 14. NET LOSS PER SHARE OF COMMON STOCK**

Basic and diluted net loss per share attributable to common stockholders are calculated as follows (amounts in thousands, except per share amounts):

|                                                         | Three Months Ended March 31, |                  |
|---------------------------------------------------------|------------------------------|------------------|
|                                                         | 2024                         | 2023             |
| Net loss                                                | \$ (21,139)                  | \$ (31,167)      |
| Weighted-average shares outstanding – basic and diluted | 147,019                      | 139,669          |
| Net loss per share – basic and diluted                  | <u>\$ (0.14)</u>             | <u>\$ (0.22)</u> |

There were no common share equivalents that were dilutive for the three months ended March 31, 2024 and 2023. Due to net losses during those periods, basic and diluted net loss per common share were the same, as the effect of potentially dilutive securities would have been anti-dilutive.

The following outstanding balances of common share equivalent securities have been excluded from the calculation of diluted weighted-average common shares outstanding because the effect is anti-dilutive for the for the three months ended March 31, 2024 and 2023 (amounts in thousands):

|                  | Three Months Ended March 31, |               |
|------------------|------------------------------|---------------|
|                  | 2024                         | 2023          |
| Private warrants | 5,167                        | 5,167         |
| Stock options    | 5,803                        | 1,050         |
| RSUs             | 24,021                       | 22,128        |
| Total            | <u>34,991</u>                | <u>28,345</u> |

In connection with the reverse recapitalization in 2022, eligible Energy Vault stockholders immediately prior to the closing of the transaction obtained a contingent right to receive 9.0 million shares of the Company's common stock ("Earn-Out Shares") upon the Company's common stock quoted on the NYSE equaling or exceeding certain specified prices for any 20 trading days within a 30 consecutive day trading period ("Earn-Out Triggering Event"). 9.0 million of common stock equivalents subject to the Earn-Out Shares are excluded from the anti-dilutive table above as of March 31, 2024, as the underlying shares remain contingently issuable as the Earn-Out Triggering Events have not been satisfied.

## ENERGY VAULT HOLDINGS, INC.

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(Unaudited)**NOTE 15. COMMITMENTS AND CONTINGENCIES**

Our principal commitments as of March 31, 2024 consisted primarily of obligations under operating leases, finance leases, deferred pensions, warranty obligations, and issued purchase orders. Our non-cancelable purchase obligations as of March 31, 2024 totaled approximately \$0.4 million.

In connection with one of the Company's licensing agreements, the Company agreed to make a refundable contribution to a customer in the amount up to \$25.0 million during the period in which the customer constructs its first GESS. As of March 31, 2024, the Company has contributed all \$25.0 million, which is included within the line item, contract assets, in the condensed consolidated balance sheets. The refundable contribution will be returned to the Company upon the customer's first GESS reaching substantial completion, subject to adjustment for potential liquidated damages if certain performance metrics are not met.

**Loss Contingencies:**

In the ordinary course of business, the Company is regularly subject to various legal proceedings. The Company has identified certain legal matters where the Company believes an unfavorable outcome is not probable and, therefore, no reserve has been established. Although the Company currently believes that resolving claims against the Company, including claims where an unfavorable outcome is reasonably possible, will not have a material impact on the Company's business, financial position, results of operations, or cash flows, these matters are subject to inherent uncertainties and the Company's view of these matters may change in the future.

**Assurance Warranty Obligations:**

The Company provides a limited warranty to its battery energy storage system ("BESS") customers assuring that the BESSs are free from defects. The Company's limited warranties are generally for a period of two years after the substantial completion date of a project. These warranties are considered assurance-type warranties which provide a guarantee of quality of the products. For assurance-type warranties, the Company records an estimate of future warranty costs over the period of construction. Warranty costs are recorded as a component of cost of revenue in the Company's consolidated statements of operations.

As of March 31, 2024 and 2023, the Company accrued the below estimated warranty liabilities, respectively (amounts in thousands):

|                                       | Three Months Ended March 31, |             |
|---------------------------------------|------------------------------|-------------|
|                                       | 2024                         | 2023        |
| Warranty balance, beginning of period | \$ 1,818                     | \$ —        |
| Accruals for warranties issued        | —                            | —           |
| Change in estimates                   | 243                          | —           |
| Settlements                           | (56)                         | —           |
| Warranty balance, end of period       | <u>\$ 2,005</u>              | <u>\$ —</u> |

The key inputs and assumptions used in calculating the estimated warranty liability are reviewed by management each reporting period. The Company may make additional adjustments to the estimated warranty liability based on a comparison of actual warranty results to expected results for significant differences or based on performance trends or other qualitative factors. If actual failure rates or replacement costs differ from our estimates in future periods, changes to these estimates may be required, resulting in increases or decreases in the estimated warranty liability, which may be material.

**Letters of Credit:**

In the ordinary course of business and under certain contracts, the Company is required to post letters of credit for its customers, insurance carriers, and surety bond providers for project performance, and for its vendors for payment guarantees. Such letters of credit are generally issued by a bank or a similar financial institution. The letter of credit commits the issuer to pay specified amounts to the holder of the letter of credit under certain conditions. As of March 31, 2024, there was \$22.7 million of letters of credit issued through the Company's credit relationships. The Company is not

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(Unaudited)

aware of any material claims relating to its outstanding letters of credit. The Company's restricted cash balance of \$1.0 million as of March 31, 2024 primarily consists of cash held by banks as collateral for the Company's letters of credit.

***Performance and Payment Bonds:***

In the ordinary course of business, Energy Vault is required by certain customers to provide performance and payment bonds for contractual commitments related to its projects. These bonds provide a guarantee that the Company will perform under the terms of a contract and that the Company will pay its subcontractors and vendors. If the Company fails to perform under a contract or to pay its subcontractors and vendors, the customer may demand that the surety make payments or provide services under the bond. The Company must reimburse the surety for expenses or outlays it incurs. As of March 31, 2024, there were \$28.6 million outstanding performance and payment bonds.

***Other Bonds:***

In the ordinary course of business, Energy Vault is required to obtain other bonds, such as for insurance and government payments. These bonds provide a guarantee that the Company will post the necessary reserves as required by banks and tax or licensing authorities. Additionally, bonds are issued to banks as support for letters of credit provided by those banks. As of March 31, 2024, there were \$28.8 million of outstanding other bonds.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

*The following discussion and analysis provide information which Energy Vault's management believes is relevant to an assessment and understanding of Energy Vault's consolidated results of operations and financial condition. The discussion should be read together with our unaudited interim condensed consolidated financial statements, the respective notes thereto, and other financial information included elsewhere in this Quarterly Report. The discussion and analysis should also be read together with the audited consolidated financial statements, the respective notes thereto, and other financial information included elsewhere in the Annual Report for the year ended December 31, 2023 filed by us with the SEC on March 13, 2024. This discussion may contain forward-looking statements based upon Energy Vault's current expectations that involve risks, uncertainties, and assumptions. Energy Vault's actual results may differ materially from those anticipated in these forward-looking statements. You should review the section titled "Cautionary Note Regarding Forward-Looking Statements" for a discussion of forward-looking statements and the section titled "Risk Factors," for a discussion of factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis and elsewhere in this Quarterly Report. Energy Vault's historical results are not necessarily indicative of the results that may be expected for any period in the future. Unless the context otherwise requires, all references in this Quarterly Report to "we," "our," "us," "the Company," or "Energy Vault" refer to Energy Vault Holdings, Inc., a Delaware corporation, and its subsidiaries both prior to the consummation of and following the Merger (as defined below).*

### Our Business

Energy Vault develops and deploys utility-scale energy storage solutions designed to aid in the global transition to a clean energy future.

Our Company's comprehensive offerings include proprietary gravity, battery, and green hydrogen energy storage solutions, supported by our technology-agnostic energy management software solutions. We incorporate a customer-centric, solutions-based approach toward helping utilities, independent power producers, and large industrial energy users reduce their energy costs while maintaining power reliability. As the world transitions to an economy powered by increasingly intermittent renewable energy such as solar and wind, the ability to provide clean and affordable electricity to a growing global population will depend heavily on the ability to store and distribute energy at appropriate times. We are striving to create a world powered by renewable resources so that everyone will have access to clean, sustainable, and affordable energy.

Our solutions are designed to address the intermittency issues inherent in the predominant sources of renewable energy production by storing energy produced when renewable energy production is active. Once energy is stored in our solutions, it can be discharged to the grid in a controlled and reliable manner at any time, regardless of the then current ability of the renewable sources to generate power. Our energy storage solutions are designed to accommodate a wide variety of renewable power sources and to achieve an attractive levelized cost of energy relative to fossil fuels. Collectively, these abilities greatly broaden the use cases and time duration scenarios that can be addressed by certain sources of renewable power.

### Key Factors and Trends Affecting our Business

We believe that our performance and future success depend upon several factors that present significant opportunities for us, but also pose risks and challenges including those discussed below and in Part I, Item 1A. "Risk Factors" of our 2023 Annual Report on Form 10-K filed with the SEC on March 13, 2024.

### Product Development and Deployment Plan

We leverage our sustainable and differentiated technologies to provide our customers with economical solutions to meet their short, long, and extended-duration renewable energy storage needs. Our energy storage solutions are designed to accommodate a wide variety of renewable power sources and to achieve an attractive levelized cost of energy relative to fossil fuels.

We anticipate that our market will be characterized by high growth and rapidly evolving use cases and requirements. We believe that the majority of our competitors are primarily focused on the development and marketing of vertically siloed solutions based on a singular energy storage technology. Alternatively, we have strategically chosen to design an agile and agnostic software platform that can orchestrate the management of not just one energy storage technology, but rather one or more of our diverse storage mediums and the underlying power generation assets to harmonize asset operation and drive competitive operational performance. We expect that this will broaden the use cases and time duration scenarios that can be

addressed by certain sources of renewable power, and thereby drive a faster transition to more widespread utilization of renewable power.

Our range of energy storage solutions assures our customers have what they need today, as well as what they will need in the future, thereby protecting their investments in our products within this high-growth market and its rapidly evolving use cases and requirements. For these reasons, we believe we are well positioned to compete successfully in the evolving market for energy storage solutions.

We primarily rely on two models for project delivery, which are (i) engineering, procurement, and construction (“EPC”) delivery and (ii) engineered equipment (“EEQ”) delivery. Under the EPC model, we generally rely on third-party EPC firms to construct our storage systems, under our supervision with dedicated teams tasked with project management. Under the EEQ model, we are responsible for the delivery and installation of the equipment we provide, as well as resolving issues within our scope of supply.

Our cost projections are heavily dependent upon raw materials (such as steel), equipment (such as motors, batteries, inverters, and power electronic devices) and technical and construction service providers (such as engineering, procurement, construction firms). The global supply chain, on which Energy Vault relies, has been significantly impacted by (i) economic uncertainties, including the war in Ukraine and the conflict in the Middle East, and (ii) high inflation pressure on project budgeting resulting in potential significant delays and cost fluctuations, particularly with respect to lithium, transformers, inverters, motors, microchips and many other raw materials that are within the motor and power electronic supply chains. These future timing and financial developments may impact Energy Vault’s performance from both a deployment and cost perspective.

#### ***Energy Storage Industry***

We believe climate change poses a monumental risk to humanity and decreasing human generated GHG emissions is currently among the world’s most pressing challenges. Carbon dioxide is the primary GHG emitted through human activities and, according to the International Energy Agency, the energy sector is estimated to account for more than 75% of global human generated GHG emissions. Burning fossil fuels contributes to climate change by releasing carbon dioxide and nitrous oxide into the atmosphere.

Renewable energy sources present environmental advantages over fossil fuels in terms of finite natural resource usage and GHG emission profile. A major obstacle to transitioning to renewable sources of energy such as wind and solar is the intermittent availability of these types of energy sources. Energy storage solutions are needed to balance the production intermittency of variable renewable energy to support a clean-energy future and a balanced electrical grid infrastructure.

The growth of the energy storage market that we address is primarily driven by the decreasing cost of energy storage technologies and renewable power generation sources, government mandates, financial incentives to reduce GHG emissions, and increasing geopolitical pressures driving energy independence goals. These dynamics are driving demand for additional renewable power generation and increased capacity and storage duration in energy storage solutions.

According to the 2H 2023 Energy Storage Market Outlook published by BloombergNEF in October 2023, the energy storage market is expected to grow at a “27% compound annual growth rate through 2030, with annual additions reaching 110 GW/372 GWh, or 2.6 times expected 2023 gigawatt installations.” Both government mandates and companies focused on reducing energy use, cost, and emissions are expected to propel the shift to renewable sources of power.

Our business depends on the acceptance of our energy storage products in the marketplace. Even if renewable energy and energy storage become more widely adopted than they have been to date, potential customers may choose energy storage products from our competitors.

#### ***Increasing Deployment of Renewable Energy***

Deployment of renewable energy resources has accelerated over the last decade, and solar and wind have become low cost energy sources. Energy storage is critical to reducing the intermittency and volatility of renewable energy generation. However, there is no guarantee that the deployment of renewable energy will occur at the rate that is expected. Inflationary pressures, supply chain disruptions, geopolitical stresses, and other factors could result in fluctuations in demand for and deployment of renewable energy resources, adversely affecting our revenue and ability to generate profits in the future.

#### ***Competition***

The market for our products is competitive, and we may face increased competition as new and existing competitors introduce energy storage solutions and components. Furthermore, as we expand our services and digital applications in the future, we may face other competitors including software providers and hardware manufacturers that offer software solutions. If our market share declines due to increased competition or if we are not able to compete as we expect, our revenue and ability to generate profits in the future may be adversely affected.

### ***Inflation***

In the markets in which we operate, there have been higher rates of inflation in recent years. If inflation continues to increase in our markets, it may increase our expenses that we may not be able to pass through to customers. It may also increase the costs of our products that could negatively impact their competitiveness.

### ***Government Regulation and Compliance***

Governments in countries throughout the world have announced and implemented various policies, regulations, and legislation to support the transition from fossil fuels to low-carbon form of energy, including through the use of energy storage solutions. For example, in August 2022, the United States Congress passed the Inflation Reduction Act (“IRA”). The IRA provides incentives for the domestic manufacturing of key components of energy storage solutions as well as the construction of standalone energy storage projects. The resulting improved economics are expected to reduce the cost to implement storage within the domestic market and may amplify and accelerate the adoption of energy storage systems for short, long, and extended duration use cases, like those offered by Energy Vault. Such government policies and programs are becoming increasingly instrumental in stimulating adoption of energy storage solutions across different markets through a variety of methods, including by providing financial support, facilitating grid integration, and supporting research and development.

Although we are not regulated as a utility, federal, state, and local government statutes and regulations concerning electricity heavily influence the market for our products and services. These statutes and regulations often relate to electricity pricing, net metering, incentives, taxation, competition with utilities and the interconnection of customer-owned electricity generation. In the United States, governments continuously modify these statutes and regulations. Governments, often acting through state utility or public service commissions, change and adopt different rates for commercial customers on a regular basis. These changes could affect our ability to deliver cost savings to our current and future customers for the purchase of electricity. We believe we are well positioned to capture incentives contained in the IRA and that its enactment is favorable to our business and future operations. However, as this legislation was recently adopted and applicable U.S. Department of Treasury and Internal Revenue Service guidelines were published in the third quarter of 2023, we have not yet seen the impact these IRA incentives may have on our business, operations, and financial performance in the future and cannot guarantee that we will realize the anticipated benefits from the incentives in the IRA.

### ***Key Operating Metrics***

#### ***Bookings***

Bookings represent the total MWhs to be delivered and the aggregate contracted value for energy storage systems, tolling arrangements, and license and service agreements signed during the period. The aggregate contracted value excludes any potential future variable payments or royalties. The Company did not have any bookings during the three months ended March 31, 2024 and March 31, 2023.

#### ***Backlog***

Backlog represents the amount of revenue we expect to realize in the future on uncompleted construction contracts, including new contracts under which work has not yet begun, as well as the remaining revenue to be recognized under the Company’s intellectual property licensing agreements. As of March 31, 2024, backlog totaled \$137.5 million.

The Company generally expects to recognize approximately 3% of the backlog as revenue over the next 12 months and the remainder more than 12 months from March 31, 2024. Timing of revenue for construction and installation projects included in our backlog can be subject to change as a result of customer, regulatory, or other delays or cancellations including from economic or other conditions caused by supply chain disruptions, inflation, weather, and/or other project-related factors. These effects, among others, could cause estimated revenue to be realized in periods later than originally expected, or not at all. Customers may postpone or cancel construction projects due to changes in their spending plans, market volatility, changes in government permitting, regulatory delays, and/or other factors. There can be no assurance as to our customers’ requirements or if actual results will be consistent with our estimates. As a result, our backlog as of any particular date is an uncertain indicator of future revenue and earnings.

Backlog is a common measurement used in our industry. Our methodology for determining backlog may not, however, be comparable to the methodologies used by others. The Company’s backlog agrees with the amount of our remaining performance obligations, which are described in Note 3 - *Revenue Recognition*.

## **Key Components of Results of Operations**

### ***Revenue***

The Company generates revenue from the sale and licensing of our energy storage solutions. To date, the Company has primarily generated revenue from the sale of our BESSs and from licensing our EVx technology. In addition to these sources of revenue, in the future we expect to generate revenue from the sale of our GESSs, the sale or licensing of the Company's software solutions, the sale of long-term service agreements to maintain customer owned energy storage systems, and through tolling arrangements in connection with energy storage systems that we intend to own and operate.

When the Company sells a BESS, the Company recognizes revenue over time as we transfer control of our product to the customer. When the Company licenses its intellectual property, revenue is recognized at the point in time at which the customer obtains control of the licensed technology.

Our revenue is affected by changes in the price, volume, and mix of products and services purchased by our customers, which is driven by the demand of our products, geographic mix of our customers, strength of competitor's product offerings, and the availability of government incentives to the end-users of our products.

Our revenue growth is dependent on continued growth in the number of energy storage systems constructed each year and our ability to increase our share of demand in the geographic regions where we currently compete and plan to compete in the future. Additionally, our revenue growth is dependent on our ability to continue to develop and commercialize new and innovative products to meet our customers' energy storage needs.

### ***Cost of Revenue***

Cost of revenue primarily consists of product costs, including purchased materials and supplies, as well as costs related to subcontractors, direct labor, and product warranties.

Our cost of revenue is affected by underlying costs of materials such as batteries, inverters, enclosures, transformers, and cables, as well as the cost of subcontractors to provide construction services. We do not currently hedge against changes in the price of raw materials as we do not purchase raw materials. We purchase energy storage system components from our suppliers.

### ***Gross Profit and Gross Profit Margin***

Gross profit and gross profit margin may vary from period to period due to the timing of transferring control of significant uninstalled materials to customers under contracts to sell energy storage systems. When control of significant uninstalled materials is transferred to customers, the Company recognizes revenue in an amount equal to the cost of those materials. The profit margin inherent in these materials is deferred until the Company fulfills its obligation to install the materials during construction of the energy storage systems. As a result, gross profit and gross profit margin will vary from period to period depending on the timing of revenue recognition related to uninstalled materials.

Additionally, gross profit and gross profit margin may vary from period to period due to our sales volume, product prices, product costs, product mix, geographical mix, along with the timing of when we perform installation and construction services.

### ***Sales and Marketing ("S&M") Expenses***

S&M expenses consist primarily of internal personnel-related costs for marketing, sales, and related support teams, as well as external costs such as professional service fees, trade shows, marketing and sales-related promotional materials, public relations expenses, website operating and maintenance costs. Personnel-related expenses include salaries, benefits, and stock-based compensation expenses.

### ***Research and Development ("R&D") Expenses***

R&D expenses consist primarily of internal and external expenses incurred in connection with our research activities and development programs that include materials costs directly related to product development, testing and evaluation costs, construction costs including labor and transportation of material, overhead related costs and other direct expenses consisting of personnel-related expenses and consulting expenses relating to study of product safety, reliability and development. Personnel-related expenses consist of salaries, benefits, and stock-based compensation expense.

### ***General and Administrative ("G&A") Expenses***

G&A expenses consist of information technology expenses, legal and professional fees, travel costs, and personnel-related expenses for our corporate, executive, finance, and other administrative functions, including expenses for professional and contract services. Personnel-related expenses consist of salaries, benefits, and stock-based compensation expense. To a

lesser extent, general and administrative expenses include investor relations costs, insurance costs, rent, office expenses, and maintenance costs.

#### **Depreciation and Amortization Expense**

Depreciation and amortization expense consists of costs associated with property and equipment, and amortization of intangibles. We expect to invest in additional property, equipment, and other assets as we construct and own energy storage systems, which will result in additional depreciation expense in the future.

#### **Interest Income**

Interest income consists of interest income from our money market funds, interest-bearing savings accounts, customer financing receivable, and convertible note receivable.

#### **Results of operations**

##### **Consolidated Comparison of Three Months Ended March 31, 2024 to March 31, 2023**

The following table sets forth our results of operations for the periods indicated (amounts in thousands):

|                               | Three Months Ended March 31, |             |            |
|-------------------------------|------------------------------|-------------|------------|
|                               | 2024                         | 2023        | \$ Change  |
| Revenue                       | \$ 7,759                     | \$ 11,422   | \$ (3,663) |
| Cost of revenue               | 5,691                        | 9,003       | (3,312)    |
| Gross profit                  | 2,068                        | 2,419       | (351)      |
| Operating Expenses:           |                              |             |            |
| Sales and marketing           | 4,170                        | 4,574       | (404)      |
| Research and development      | 6,966                        | 11,178      | (4,212)    |
| General and administrative    | 15,264                       | 19,400      | (4,136)    |
| Depreciation and amortization | 295                          | 209         | 86         |
| Loss from operations          | (24,627)                     | (32,942)    | 8,315      |
| Other income (expense):       |                              |             |            |
| Interest expense              | (8)                          | (1)         | (7)        |
| Interest income               | 1,826                        | 1,935       | (109)      |
| Other income (expense), net   | 1,670                        | (159)       | 1,829      |
| Loss before income taxes      | \$ (21,139)                  | \$ (31,167) | \$ 10,028  |

#### **Revenue**

The Company recognized revenue for the product and service categories as follows for the three and three months ended March 31, 2024 and 2023.

|                                            | Three Months Ended March 31, |           |
|--------------------------------------------|------------------------------|-----------|
|                                            | 2024                         | 2023      |
| Build and transfer energy storage products | \$ 7,386                     | \$ 11,273 |
| Other                                      | 373                          | 149       |
| Total revenue                              | \$ 7,759                     | \$ 11,422 |

Revenue for the three months ended March 31, 2024 decreased by \$3.7 million to \$7.8 million compared to \$11.4 million for the three months ended March 31, 2023. The decrease in revenue was primarily attributable to a \$3.9 million decrease in revenue from building and transferring energy storage products due to a reduction in revenue from battery energy storage projects. Revenue from two customers accounted for 80% and 14% of total revenue for the three months ended March 31, 2024 and revenue from three different customers accounted for 43%, 39%, and 16% of total revenue for the three months ended March 31, 2023.

#### **Cost of Revenue**

Cost of revenue for the three months ended March 31, 2024 decreased by \$3.3 million to \$5.7 million compared to \$9.0 million for the three months ended March 31, 2023. Cost of revenue decreased as a result of the Company's BESS projects

in progress during the three months ended March 31, 2024 being in their final stages, compared to the projects being in earlier stages during the three months ended March 31, 2023.

***Gross Profit and Gross Profit Margin***

Gross profit was \$2.1 million and \$2.4 million, respectively, for the three months ended March 31, 2024 and 2023 and gross profit margin was 26.7% and 21.2%, respectively. Gross profit and gross profit margin for the three months ended March 31, 2024 and 2023 were primarily attributable to the advancement of physical progress on the Company's BESS projects.

***S&M***

S&M expenses decreased by \$0.4 million to \$4.2 million for the three months ended March 31, 2024, compared to \$4.6 million for the three months ended March 31, 2023. The decrease was primarily attributable to a decrease in personnel-related expenses of \$0.5 million due to a reduction in headcount.

***R&D***

R&D expenses decreased by \$4.2 million to \$7.0 million for the three months ended March 31, 2024, compared to \$11.2 million for the three months ended March 31, 2023. The decrease was primarily attributable to a \$2.3 million decrease in engineering costs, a \$1.5 million decrease in personnel-related expenses, and a \$0.2 million decrease in software expenses. These cost decreases were primarily attributable to a focus on cost controls and a reduction in headcount.

***G&A***

G&A expenses decreased by \$4.1 million to \$15.3 million for the three months ended March 31, 2024 compared to \$19.4 million for the three months ended March 31, 2023. The decrease was primarily attributable to a \$4.0 million decrease in personnel-related expenses due to a reduction in headcount.

***Depreciation and Amortization***

Depreciation and amortization expense increased by \$0.1 million to \$0.3 million for the three months ended March 31, 2024, compared to \$0.2 million for the three months ended March 31, 2023. The increase is primarily due to \$0.1 million in amortization costs related to the Company's capitalized software. Certain capitalized software products were placed into service effective January 1, 2024, resulting in \$0.1 million in amortization expense during the three months ended March 31, 2024. There was no comparable expense for the three months ended March 31, 2023.

***Interest income***

Interest income decreased by \$0.1 million to \$1.8 million for the three months ended March 31, 2024 compared to \$1.9 million for the three months ended March 31, 2023. The decrease in interest income is primarily due to a decrease in interest income from our money market funds.

***Other income (expense), net***

Other income (expense), net improved by \$1.8 million to other income of \$1.7 million for the three months ended March 31, 2024 compared to other expense of \$0.2 million for the three months ended March 31, 2023. The change in other income (expense), net is primarily due to a \$1.5 million gain resulting from the derecognition of a contract liability with a related party during the three months ended March 31, 2024. In 2019, the Company received a \$1.5 million deposit for a gravity-based system from a customer that was owned by one of its primary shareholders. During the three months ended March 31, 2024, the Company concluded it was no longer obligated to provide a gravity-based system to the customer and that the deposit was nonrefundable. As a result, the Company derecognized the \$1.5 million liability and recognized it as a gain during the three months ended March 31, 2024. There was no such comparable gain during the three months ended March 31, 2023.

***Liquidity and Capital Resources***

***Sources of Liquidity***

Since inception, we have financed our net cash used in operating and investing activities primarily through the issuance and sale of equity, and with the proceeds from the reverse recapitalization and private investment in public equity that occurred in 2022. Our cash equivalents are highly liquid investments purchased with an original or remaining maturities of three months or less. Substantially all of our restricted cash balance is held by banks as collateral for the Company's letters of credit.

The following table summarizes our cash, cash equivalents, and restricted cash balances as of March 31, 2024 and December 31, 2023 (amounts in thousands):

|                                                   | March 31,<br>2024 | December 31,<br>2023 |
|---------------------------------------------------|-------------------|----------------------|
| Cash and cash equivalents                         | \$ 135,773        | \$ 109,923           |
| Restricted cash                                   | 1,011             | 35,632               |
| Total cash, cash equivalents, and restricted cash | <u>\$ 136,784</u> | <u>\$ 145,555</u>    |

Management believes that its cash, cash equivalents, and restricted cash on hand as of the filing date of this Quarterly Report will be sufficient to fund our operating activities for at least the next twelve months without regard to any cash proceeds we may receive in the future upon the exercise of our private warrants.

The exercise price for any of our private warrants is \$11.50 per warrant, subject to certain specified adjustments. To the extent that the price of our common stock exceeds \$11.50 per share, it is more likely that our private warrant holders will exercise their warrants. To the extent that the price of our common stock declines, including a decline below \$11.50 per share, it is less likely that our private warrant holders will exercise their warrants.

In addition, should Energy Vault enter into definitive collaboration and/or joint venture agreements or engage in business combinations in the future, we may be required to seek additional financing.

Energy Vault has incurred negative operating cash flows and operating losses in the past. We may continue to incur operating losses in the future due to our on-going research and development activities. We may seek additional capital through equity and/or debt financings depending on market conditions. If we are required to raise additional funds by issuing equity securities, dilution to stockholders would result. Any equity securities issued may also provide for rights, preferences or privileges senior to those of holders of our common stock. If we raise funds by issuing debt securities, these debt securities would have rights, preferences and privileges senior to those of holders of common stock. The terms of debt securities or borrowings could impose significant restrictions on our operations. The credit market and financial services industry have in the past, and may in the future, experience periods of uncertainty that could impact the availability and cost of equity and debt financing.

#### ***Licensing Agreements with Extended Payment Terms***

The Company has licensed its gravity storage technology and certain of these agreements contain extended payment terms. There is uncertainty as to the collectability of the license payments in certain licensing agreements, and the Company has not yet recognized any revenue related to those license agreements where collectability is uncertain.

Anticipated cash inflows from licensing agreements with extended payment terms as of March 31, 2024 were as follows (amounts in thousands):

|                   | Amount           |
|-------------------|------------------|
| Remainder of 2024 | \$ 7,146         |
| 2025              | 11,319           |
| 2026              | 11,081           |
| 2027              | 11,842           |
| 2028              | 12,342           |
| Thereafter        | 43,370           |
| Total             | <u>\$ 97,100</u> |

#### ***Contractual Obligations***

Our principal commitments as of March 31, 2024 consisted primarily of obligations under operating leases, finance leases, deferred pensions, warranty obligations, and issued purchase orders. Our non-cancellable purchase obligations as of March 31, 2024 totaled approximately \$0.4 million.

## Cash Flows

The following table summarizes cash flows from operating, investing, and financing activities for the periods indicated (amounts in thousands):

|                                                     | Three Months Ended March 31, |             |
|-----------------------------------------------------|------------------------------|-------------|
|                                                     | 2024                         | 2023        |
| Net cash provided by (used in) operating activities | \$ 947                       | \$ (70,772) |
| Net cash used in investing activities               | (8,768)                      | (17,635)    |
| Net cash used in financing activities               | (678)                        | (775)       |
| Effects of exchange rate changes on cash            | (272)                        | (27)        |
| Net decrease in cash                                | \$ (8,771)                   | \$ (89,209) |

### Operating Activities

During the three months ended March 31, 2024 and 2023, cash provided by (used in) operating activities totaled \$0.9 million and \$(70.8) million, respectively.

During the three months ended March 31, 2024 operating cash flows were positively impacted by a \$59.7 million decrease in operating assets and non-cash charges of \$9.6 million. The decrease in operating assets was primarily attributable to a \$33.6 million decrease in contract assets, a \$25.9 million decrease in accounts receivable, and a \$0.8 million decrease in prepaid expenses and other current assets. The non-cash charges were primarily composed of \$9.7 million in stock-based compensation expense and \$0.3 million in depreciation and amortization, partially offset by \$0.4 million in non-cash interest income. Operating cash flows were negatively impacted by a net loss of \$21.1 million and a decrease in operating liabilities of \$47.2 million. The decrease in operating liabilities was primarily attributable to a \$42.1 million decrease in accounts payable and accrued expenses and a \$4.8 million decrease in contract liabilities.

During the three months ended March 31, 2023, cash used in operating activities of \$70.8 million was negatively impacted by a net loss of \$31.2 million, an increase in operating assets of \$35.5 million, and a decrease in operating liabilities of \$17.8 million. The increase in operating assets was primarily due to a \$67.3 million increase in advances to suppliers and a \$1.3 million increase in contract assets, partially offset by a \$33.4 million decrease in accounts receivable. The decrease in operating liabilities was primarily due to a \$54.1 million decrease in accounts payable and accrued expenses, partially offset by a \$36.6 million increase in contract liabilities. Operating cash flows were positively impacted by non-cash charges of \$13.7 million, which was primarily due to \$13.7 million in stock-based compensation expense.

### Investing Activities

During the three months ended March 31, 2024 and 2023, cash used in investing activities totaled \$8.8 million and \$17.6 million, respectively.

Cash used in investing activities for the three months ended March 31, 2024 consisted of \$8.6 million for the purchase of property and equipment, primarily related to the energy storage systems being constructed in Snyder, Texas and Calistoga, California, and \$0.2 million for the purchase of property and equipment.

Cash used in investing activities for the three months ended March 31, 2023 consisted of \$11.6 million for the purchase of property and equipment, primarily related to the energy storage systems being constructed in Snyder, Texas and Calistoga, California, and \$6.0 million for the purchase of equity securities in KORE.

### Financing Activities

During the three months ended March 31, 2024, cash used in financing activities totaled \$0.7 million, compared to cash used in financing activities of \$0.8 million for the three months ended March 31, 2023.

For the three months ended March 31, 2024, cash used in financing activities primarily consisted of \$0.4 million in repayments on insurance premium financings and \$0.3 million in tax payments related to the net settlement of equity awards.

During the three months ended March 31, 2023, cash used in financing activities was primarily attributable to \$0.8 million in tax payments related to the net settlement of equity awards.

## Non-GAAP Financial Measures

To complement our condensed consolidated statements of operations, we use non-GAAP financial measures of adjusted S&M expenses, adjusted R&D expenses, adjusted G&A expenses, and adjusted EBITDA. Management believes that these non-GAAP financial measures complement our GAAP amounts and such measures are useful to securities analysts and investors to evaluate our ongoing results of operations when considered alongside our GAAP measures. The presentation of these non-GAAP measures is not meant to be considered in isolation or as an alternative to net loss as an indicator of our performance.

The following table provides a reconciliation from GAAP S&M expenses to non-GAAP adjusted S&M expenses (amounts in thousands):

|                                  | Three Months Ended March 31, |                 |
|----------------------------------|------------------------------|-----------------|
|                                  | 2024                         | 2023            |
| S&M expenses (GAAP)              | \$ 4,170                     | \$ 4,574        |
| <b>Non-GAAP adjustment:</b>      |                              |                 |
| Stock-based compensation expense | 1,715                        | 1,949           |
| Adjusted S&M expenses (non-GAAP) | <u>\$ 2,455</u>              | <u>\$ 2,625</u> |

The following table provides a reconciliation from GAAP R&D expenses to non-GAAP adjusted R&D expenses (amounts in thousands):

|                                  | Three Months Ended March 31, |                 |
|----------------------------------|------------------------------|-----------------|
|                                  | 2024                         | 2023            |
| R&D expenses (GAAP)              | \$ 6,966                     | \$ 11,178       |
| <b>Non-GAAP adjustment:</b>      |                              |                 |
| Stock-based compensation expense | 2,227                        | 3,149           |
| Adjusted R&D expenses (non-GAAP) | <u>\$ 4,739</u>              | <u>\$ 8,029</u> |

The following table provides a reconciliation from GAAP G&A expenses to non-GAAP adjusted G&A expenses (amounts in thousands):

|                                  | Three Months Ended March 31, |                  |
|----------------------------------|------------------------------|------------------|
|                                  | 2024                         | 2023             |
| G&A expenses (GAAP)              | \$ 15,264                    | \$ 19,400        |
| <b>Non-GAAP adjustment:</b>      |                              |                  |
| Stock-based compensation expense | 5,742                        | 8,618            |
| Adjusted G&A expenses (non-GAAP) | <u>\$ 9,522</u>              | <u>\$ 10,782</u> |

The following table provides a reconciliation from net loss to non-GAAP adjusted EBITDA, with net loss being the most directly comparable GAAP measure (amounts in thousands):

|                                             | Three Months Ended March 31, |                    |
|---------------------------------------------|------------------------------|--------------------|
|                                             | 2024                         | 2023               |
| Net loss (GAAP)                             | \$ (21,139)                  | \$ (31,167)        |
| <b>Non-GAAP adjustments:</b>                |                              |                    |
| Interest income, net                        | (1,818)                      | (1,934)            |
| Provision for income taxes                  | —                            | —                  |
| Depreciation and amortization               | 295                          | 209                |
| Stock-based compensation expense            | 9,684                        | 13,716             |
| Gain on derecognition of contract liability | (1,500)                      | —                  |
| Foreign exchange losses                     | 60                           | 170                |
| Adjusted EBITDA (non-GAAP)                  | <u>\$ (14,418)</u>           | <u>\$ (19,006)</u> |

We present adjusted EBITDA, which is net loss excluding adjustments that are outlined in the quantitative reconciliation provided above, as a supplemental measure of our performance and because we believe this measure is frequently used by securities analysts, investors, and other interested parties in the evaluation of companies in our industry. The adjusted EBITDA measure excludes the financial impact of items management does not consider in assessing our ongoing operating performance, and thereby facilitates review of our operating performance on a period-to-period basis.

In evaluating adjusted EBITDA, one should be aware that in the future we may incur expenses similar to the adjustments noted above. Our presentation of adjusted EBITDA should not be construed as an inference that our future results will be unaffected by these types of adjustments. Adjusted EBITDA is not a measurement of our financial performance under GAAP and should not be considered as an alternative to net loss, operating loss, or any other performance measures derived in accordance with GAAP or as an alternative to cash flow from operating activities as a measure of our liquidity.

Our adjusted EBITDA measure has limitations as an analytical tool, and should not be considered in isolation or as a substitute for analysis of our results as reported under GAAP. Some of these limitations are:

- it does not reflect our cash expenditures, future requirements for capital expenditures, or contractual commitments;
- it does not reflect changes in, or cash requirements for, our working capital needs;
- it does not reflect stock-based compensation, which is an ongoing expense;
- although depreciation and amortization are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and our adjusted EBITDA measure does not reflect any cash requirements for such replacements;
- it is not adjusted for all non-cash income or expense items that are reflected in our condensed consolidated statements of cash flows;
- it does not reflect the impact of earnings or charges resulting from matters we consider not to be indicative of our ongoing operations;
- it does not reflect limitations on or costs related to transferring earnings from our subsidiaries to us; and
- other companies in our industry may calculate this measure differently than we do, limiting its usefulness as a comparative measure.

Because of these limitations, adjusted EBITDA should not be considered as a measure of discretionary cash available to us to invest in the growth of our business or as a measure of cash that will be available to use to meet our obligations. You should compensate for these limitations by relying primarily on our GAAP results and using adjusted EBITDA only supplementally.

#### Critical Accounting Estimates

The preparation of these financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of expenses during the reporting period. Actual results could differ from those estimates.

There have not been any changes to our critical accounting policies and estimates as compared to those disclosed under the caption *Critical Accounting Policies and Use of Estimates* in Item 7 Management's Discussion and Analysis of Financial Condition and Results of Operations included in the 2023 Annual Report of Form 10-K filed with the SEC on March 13, 2024.

#### **Emerging Growth Company Accounting Election**

We are an "emerging growth company" as defined in Section 2(a) of the Securities Act of 1933, as amended, and have irrevocably elected to take advantage of the benefits of this extended transition period for new or revised financial accounting standards. We are expected to remain an emerging growth company through the end of 2026 and expect to continue to take advantage of the benefits of the extended transition period. This may make it difficult or impossible to compare our financial results with the financial results of another public company that is either not an emerging growth company or is an emerging growth company that has chosen not to take advantage of the extended transition period exemptions for emerging growth companies because of the potential differences in accounting standards used.

#### **Recently Adopted and Issued Accounting Pronouncements**

Recently issued and adopted/unadopted accounting pronouncements are described in Note 2 of the unaudited condensed consolidated financial statements included elsewhere in this Quarterly Report.

#### **Item 3. Quantitative and Qualitative Disclosures About Market Risk**

Market risk represents the risk of loss that may impact our financial position because of adverse changes in financial market prices and rates.

##### ***Foreign Currency Risk***

The majority of our contracts with customers are denominated in U.S. dollars, and certain of our definitive agreements could be denominated in currencies other than the U.S. dollar, including the Euro, the Swiss franc, the Australian dollar, the South African rand, the Brazilian real, and the Saudi riyal. A strengthening of the U.S. dollar could increase the cost of our solutions to our international customers, which could adversely affect our business and results of operations.

In addition, a portion of our operating expenses are incurred outside the United States and are denominated in foreign currencies, such as the euro and the Swiss franc, and are subject to fluctuations due to changes in foreign currency exchange rates. If we increase our exposure to foreign currencies and are not able to successfully hedge against the risks associated with currency fluctuations, our results of operations could be adversely affected.

##### ***Inflation Risk***

Our operations could be adversely impacted by inflation, primarily from higher material, labor, and construction costs. While it is difficult to measure the impact of inflation for such estimates accurately, we believe, if our costs are affected due to significant inflationary pressures, we may not be able to fully offset higher costs through price increases or other corrective measures, which may adversely affect our business, financial condition, and results of operations.

##### ***Credit Risk***

Credit risk refers to the risk that a counterparty may default on its contractual obligations resulting in a loss to us. Our customers include the counterparties for the sale of our energy storage products and solutions and the licensees of our intellectual property. The loss of one or more of our significant customers, their inability to perform under their contracts, or their default in payment could harm our business and negatively impact revenue, results of operations, and cash flows. Credit policies have been approved and implemented to assess our existing and potential customers with the objective of mitigating credit losses. These policies establish guidelines, controls, and credit limits to manage credit risk within approved tolerances by mandating an appropriate evaluation of the financial condition of existing and potential customers, monitoring agency credit ratings, and by implementing credit practices that limit exposure according to the risk profiles of the counterparties. In addition, customers are required to make milestone payments based on their project's progress. We may also, at times, require letters of credit, parent guarantees, or cash collateral when deemed necessary.

Our overall exposure may be affected positively or negatively by macroeconomic or regulatory changes that may impact our counterparties. Currently, management does not anticipate a material adverse effect in our financial position or results of operations from the non-performance of a customer. We continuously monitor the creditworthiness of all our customers.

##### ***Commodity Price Risk***

We are subject to risk from fluctuating market prices of certain commodity raw materials, including cement, steel, aluminum, and lithium, which are used in the components that we purchase from our suppliers and then as inputs to our products. Prices of these raw materials may be affected by supply restrictions or other logistic costs market factors from

time to time. As we are not the direct buyer of these raw materials, we do not enter into hedging arrangements to mitigate commodity risk. Significant price changes for these raw materials could reduce our operating margins if suppliers increase component prices and we are unable to recover such increases from our customers and could harm our business, financial condition, and results of operations.

#### **Item 4. Controls and Procedures**

##### ***Limitations on the Effectiveness of Controls***

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives. In addition, the design of disclosure controls and procedures must reflect the fact that there are resource constraints, and that management is required to apply judgment in evaluating the benefits of possible controls and procedures relative to their costs.

##### ***Evaluation of Disclosure Controls and Procedures***

Our management, with the participation of our principal executive officer and principal financial officer, evaluated, as of the end of the period covered by this Quarterly Report on Form 10-Q, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation of our disclosure controls and procedures as of March 31, 2024, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures as of such date are effective at the reasonable assurance level.

##### ***Changes in Internal Control Over Financial Reporting***

There were no changes in our internal control over financial reporting identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the quarter ended March 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## Part II-Other Information

### Item 1. Legal Proceedings

Energy Vault has been and continues to be involved in legal proceedings that arise in the ordinary course of business, the outcome of which, if determined adversely to Energy Vault, would not individually or in the aggregate have a material adverse effect on Energy Vault's business, financial condition, and results of operations. From time to time, Energy Vault may become involved in additional legal proceedings arising in the ordinary course of its business.

### Item 1A. Risk Factors

There have not been any material changes to our risk factors previously disclosed in our 2023 Annual Report on Form 10-K filed with the SEC on March 13, 2024. You should carefully consider the risks set forth in Part 1, Item 1A, Risk Factors, of the Company's 2023 Annual Report, and all other information included in this Quarterly Report before making an investment decision. Our business, financial condition, and results of operations could be materially and adversely affected by any of these risks or uncertainties.

### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

### Item 3. Defaults Upon Senior Securities

None.

### Item 4. Mine Safety Disclosures

Not applicable.

### Item 5. Other Information

#### *(a) Disclosure in lieu of reporting on a Current Report on Form 8-K.*

On April 5, 2024, we entered into a retention bonus agreement with Akshay Ladwa, the Company's Chief Engineering Officer, in an aggregate amount equal to \$150,000, which will be payable in substantially equal installments on or before April 15, 2024, July 15, 2024, and October 15, 2024, subject to his continued service on each payment date and may be subject to repayment if Mr. Ladwa's employment with the Company terminates for any reason within 12 months following each applicable payment date.

On May 1, 2024, the Board approved a discretionary cash bonus payable to Robert Piconi, the Company's Chief Executive Officer, in an aggregate amount equal to \$279,450, which will be payable in equal installments on or shortly following April 15, 2025, July 15, 2025, and October 15, 2025, subject to his continued service on each payment date and subject to repayment if Mr. Piconi's employment with the Company terminates for any reason within 12 months following each applicable payment date.

#### *(b) Material changes to the procedures by which security holders may recommend nominees to the board of directors.*

None.

#### *(c) Insider trading arrangements and policies.*

During the three months ended March 31, 2024, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

**Item 6. Exhibits**

| Exhibit Number | Description of Document                                                                                                                                               | Incorporated by Reference |             |                |                   |
|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------|----------------|-------------------|
|                |                                                                                                                                                                       | Schedule/Form             | File Number | Exhibit Number | Filing Date       |
| 3.1            | <a href="#">Amended and Restated Bylaws of Energy Vault Holdings, Inc.</a>                                                                                            | 8-K                       | 001-39982   | 3.1            | February 14, 2022 |
| 3.2            | <a href="#">Amended and Restated Certificate of Incorporation of Energy Vault Holdings, Inc.</a>                                                                      | 8-K                       | 001-39982   | 3.2            | February 14, 2022 |
| 10.1**         | <a href="#">Employment Agreement by and between Energy Vault, Inc. and Akshay Ladwa, dated as of October 6, 2023</a>                                                  |                           |             |                |                   |
| 10.2**         | <a href="#">Retention Bonus Agreement by and between Energy Vault Holdings, Inc. and Robert Piconi, dated as of April 5, 2024</a>                                     |                           |             |                |                   |
| 10.3**         | <a href="#">Retention Bonus Agreement by and between Energy Vault Holdings, Inc. and Akshay Ladwa, dated as of April 5, 2024</a>                                      |                           |             |                |                   |
| 10.4           | <a href="#">Separation and General Release Agreement by and between Energy Vault Holdings, Inc. and Jan Kees van Gaalen, dated as of April 15, 2024</a>               | 8-K/A                     | 001-39982   | 10.1           | April 19, 2024    |
| 31.1**         | <a href="#">Certification of Principal Executive Officer required under Rule 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended</a>           |                           |             |                |                   |
| 31.2**         | <a href="#">Certification of Chief Financial Officer required under Rule 13a-14(a) and 15d-14(a) of the Securities Exchange Act of 1934, as amended</a>               |                           |             |                |                   |
| 32.1**         | <a href="#">Certification of Principal Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a> |                           |             |                |                   |
| 32.2**         | <a href="#">Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>     |                           |             |                |                   |
| 101.INS**      | XBRL Instance Document                                                                                                                                                |                           |             |                |                   |
| 101.CAL**      | XBRL Taxonomy Extension Calculation Linkbase Document                                                                                                                 |                           |             |                |                   |
| 101.SCH**      | XBRL Taxonomy Extension Schema Document                                                                                                                               |                           |             |                |                   |
| 101.DEF**      | XBRL Taxonomy Extension Definition Linkbase Document                                                                                                                  |                           |             |                |                   |
| 101.LAB**      | XBRL Taxonomy Extension Labels Linkbase Document                                                                                                                      |                           |             |                |                   |
| 101.PRE**      | XBRL Taxonomy Extension Presentation Linkbase Document                                                                                                                |                           |             |                |                   |
| 104**          | Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)                                                                              |                           |             |                |                   |

\*\* Filed herewith

^ The certifications attached as Exhibit 32.1 and 32.2 that accompany this Quarterly Report on Form 10-Q are not deemed filed with the Securities and Exchange Commission and are not to be incorporated by reference into any filings of Energy Vault Holdings, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Quarterly Report on Form 10-Q, irrespective of any general incorporation language contained in such filing.

SIGNATURES

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

**Energy Vault Holdings, Inc.**

Date: May 8, 2024

By: /s/ Robert Piconi

Name: Robert Piconi

Title: Chief Executive Officer

(Principal Executive Officer)

Date: May 8, 2024

By: /s/ Michael Beer

Name: Michael Beer

Title: Chief Financial Officer

(Principal Financial and Accounting Officer)



## EMPLOYMENT AGREEMENT

between

**Energy Vault, Inc.**

and

**Akshay Ladwa**

This EMPLOYMENT AGREEMENT (this "Agreement"), dated as of October 6, 2023, is made between Energy Vault, Inc. (the "Company") and Akshay Ladwa (the "Executive") (collectively referred to herein as the "Parties" or individually referred to as a "Party").

### RECITALS

(A) The Company and Executive are parties to that certain Offer Letter, dated as of September 30, 2021, as amended from time to time (the "Prior Agreement").

(B) It is the desire of the Company to continue to assure itself of the services of Executive on the terms set forth in this Agreement effective as of October 6, 2023, and Executive wishes to render such services to the Company upon the terms and conditions hereinafter set forth.

(C) By entering into this Agreement, the Company and Executive acknowledge and agree that the Prior Agreement will automatically terminate and shall have no further force and effect and shall be superseded in its entirety by this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below, the Parties hereto agree as follows:

- 1. Position and Duties.** Your current position is Chief Engineering Officer reporting to Robert A. Piconi, Chairman, Co-Founder & Chief Executive Officer. You shall perform duties consistent with your position in a professional and competent manner, and throughout your employment with the Company devote your time to such matters as the Company may reasonably require. You shall use your best efforts to complete all assignments and adhere to the Company's procedures and policies in effect.
- 2. Compensation.** Your gross annual base salary is \$420,000.00 subject to standard withholdings and authorized deductions, and payable on a bi-weekly basis in accordance with the Company's normal payroll practices. By virtue of your duties, responsibilities, and compensation, your role is an exempt position, meaning you are not eligible for overtime compensation. Your salary is subject to modification during your employment in accordance with the Company's practices, policies, or procedures.
- 3. Annual Performance Bonus.** You will be eligible for an annual discretionary performance bonus each fiscal year based on the Company's achievement of individual and company performance targets set each calendar year. Each year, your target bonus opportunity will be 75% of your Base Salary. Actual payments will be determined based on the Company's performance, your performance, and at the sole good faith discretion of the Company. You must be employed by the Company at the time of payment to be eligible to earn or receive an Annual Bonus. Annual Bonuses, if any, will be paid within 2½ months after the close



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of the fiscal year to which the Annual Bonus relates. The Annual Bonus is not earned until paid and no pro-rated amount will be paid if your employment with the Company ends due to resignation or termination for Cause (as defined below) prior to the payment date. For purposes of this Agreement "Cause" shall include, but is not limited to: (a) willful failure to substantially perform Executive's duties with the Company (other than any such failure resulting from Executive's physical or mental illness) or failure in any material respect to carry out or comply with any lawful and reasonable directive of the CEO or Board; (b) dishonesty, willful misconduct or fraud in connection with your employment by the Company; (c) commission of a reportable violation of any applicable banking, securities or commodities laws, rules or regulations that constitutes a serious offense that could or does result in a significant fine; (d) conviction or plea of nolo contendere (or equivalent) to or commission of a felony or any crime involving moral turpitude; (e) engaging in sexual, racial, or other forms of unlawful discrimination, harassment, or retaliation; or (f) a material violation of the Company's Code of Conduct.

4. **Remote Work.** If applicable, you will perform your work for the Company remotely – from any location within the United States. By accepting the Company's offer of employment, you agree that you will keep the Company informed of your remote work location and will not relocate to a new remote work location without first informing the Company and obtaining the Company's consent (including by e-mail). Further, you understand and agree that, when directed by the Company, you may be required to attend meetings or work out of the Company's offices in Westlake Village, California or Lugano, Switzerland, in addition to any necessary work-related travel. When working outside of the Company's offices, you agree to remain accessible, to check in with your manager to discuss status and open questions as needed, and to be available to physically attend scheduled work meetings as requested or required by the Company. While working remotely, you agree to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to your manager at the earliest reasonable opportunity. You also agree to protect Company-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. You understand that all equipment, records, and materials provided by the Company shall remain the property of the Company.
5. **Benefits.** In addition to your compensation, you will be eligible to receive the benefits that are generally offered to all Company employees, subject to any eligibility requirements and terms set forth in any applicable policies or plans (if any), effective the first of the month following your hire date (except as otherwise provided in such policies or plans). Currently, the Company's benefits include medical plans, dental plans, and a vision plan. The Company reserves the right to change or rescind its benefit plans and programs and alter employee contribution levels in its discretion. A full description of these benefits is available upon request.
6. **Sick Leave.** You will be entitled to sick leave benefits, in accordance with the Company's standard policies and in accordance with applicable federal, state, and/or local law.
7. **Flexible Time Off.** You will be able to use Flexible Time Off (FTO) with pay during current and subsequent years of employment in accordance with the Company's FTO policy.
8. **Holidays.** You will be paid for designated holidays in accordance with the Company's holiday schedule, as set forth in the Energy Vault Holdings, Inc. Employee Handbook. This schedule is subject to change at the discretion of the Company.
9. **Termination.**
  - a. **Definitions:** For purposes of this Agreement:



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- i. "Change in Control" has the meaning set forth in the Company's 2022 Equity Incentive Plan. Notwithstanding the foregoing, a "Change in Control" must also constitute a "change in control event," as defined in Treasury Regulation §1.409A-3(i)(5).
  - ii. "Change in Control Period" means the period commencing on the consummation of a Change in Control and ending 18 months following the consummation of such Change in Control.
  - iii. "Good Reason" means, without your express written consent, the occurrence of any of the following circumstances: (A) a material reduction or material expansion in the nature or scope your duties, responsibilities, authority, powers or functions, or reporting line as compared to your duties, responsibilities, authority, powers or functions, or reporting line before such reduction or expansion, as applicable ; (B) a material reduction in your Base Salary or target Annual Bonus percentage (except for across-the-board reductions based on the Company's financial performance similarly affecting substantially all senior management employees); or (C) you are relocated more than 60 miles from your current work location; provided, however, that any such condition or conditions, as applicable, shall not constitute Good Reason unless both (x) you provide written notice to the Company of the condition claimed to constitute Good Reason within 60 days of the initial existence of such condition(s), and (y) the Company fails to remedy such condition(s) within 30 days of receiving such written notice thereof; and provided, further, that in all events the Termination shall not constitute a Termination for Good Reason unless such Termination occurs not more than 90 days following the initial existence of the condition claimed to constitute Good Reason. For the avoidance of doubt, if you retain the same or substantially similar position at the Company after a Change in Control, but the Company becomes a division or subsidiary of the successor, it would result in a material reduction in your role.
  - iv. "Termination" means (a) termination of your employment by the Company with Cause; (b) termination of your employment by the Company without Cause; (c) termination of your employment by you for Good Reason (as defined below); or (d) termination of your employment by you without Good Reason or due to your death or disability.
- b. Upon your Termination for any reason, you will be entitled to receive the sum of: (i) the portion of your Base Salary earned through the date of Termination, but not yet paid to you; (ii) any expenses owed to you; and (iii) any amount accrued and arising from your participation in, or benefits accrued under any employee benefit plans, programs or arrangements, which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements (collectively, the "Company Arrangements"). Except as otherwise expressly required by law or as specifically provided in a Company Arrangement or herein, all of your rights to salary, severance, benefits, bonuses and other compensatory amounts hereunder (if any) shall cease upon your Termination.
- c. If your Termination is by the Company without Cause or by you for Good Reason, then, subject to your delivery to the Company of an executed waiver and release of claims in a form approved by the Company (the "Release") that becomes effective and irrevocable in accordance with Section 15(c) below, and your continued compliance with any applicable restrictive covenants, you will receive, in addition to payments and benefits set forth in Section 11(b) above, the following:
- i. A lump sum cash payment equal to one year of your Base Salary payable on the first regular payroll date following 60 days after the date of Termination. If the triggering



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termination is within the Change in Control Period, the lump sum cash payment will be equal to the product of (A) 1.5 and (B) the sum of your Base Salary and your target Annual Bonus.

- ii. A pro rata portion of your target Annual Bonus for the fiscal year in which the date of Termination occurs under the Company's annual incentive compensation plan, calculated by multiplying (A) your target Annual Bonus by (B) a fraction, (1) the numerator of which is the number of days in the fiscal year in which the date of Termination occurs through and including the date of Termination, and (2) the denominator of which is three hundred sixty-five (365), payable on the first regular payroll date following 60 days after the date of Termination;
  - iii. If the triggering termination is within the Change in Control Period (to the extent permitted by Section 409A (as defined below)), all of the then-unvested shares subject to each of your then-outstanding equity awards, which were granted pursuant to the Company's 2017 Stock Incentive Plan, 2020 Stock Plan, 2022 Equity Incentive Plan, or other comparable Company equity plan, will immediately vest and except as otherwise required by Section 409A, any restricted stock units or similar full value awards will be settled on the 60th day following your Termination; and
  - iv. during the period commencing on the date of Termination and ending 18 months thereafter or, if earlier, the date on which you become eligible for comparable replacement coverage under a subsequent employer's group health plan (in any case, the "COBRA Period"), subject to your valid election to continue healthcare coverage under Section 4980B of the Code (as defined below) and the regulations thereunder, the Company shall, in its sole discretion, either (A) continue to provide to you and your dependents, at the Company's sole expense, or (B) reimburse you and your dependents for coverage under its group health plan (if any), at the same levels and costs in effect on the date of Termination (excluding, for purposes of calculating cost, an employee's ability to pay premiums with pre-tax dollars); *provided, however*, that if (1) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the continuation coverage period to be, exempt from the application of Section 409A under Treasury Regulation Section 1.409A-1(a)(5), (2) the Company is otherwise unable to continue to cover you or your dependents under its group health plans or (3) the Company cannot provide the benefit without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then, in any such case, an amount equal to each remaining Company subsidy shall thereafter be paid to you in substantially equal monthly installments over the COBRA Period (or remaining portion thereof).
10. **Employee Confidentiality, Non-Disclosure, and Inventions Assignment Agreement.** In connection with your employment with the Company, you will receive and have access to Company confidential information and trade secrets. Accordingly, enclosed with this Agreement as **Attachment 1** (and incorporated herein by reference) is an Employee Confidentiality, Non-Disclosure, and Inventions Assignment Agreement ("CNIAA"), which contains restrictive covenants and prohibits unauthorized use or disclosure of the Company's confidential information and trade secrets, among other obligations. Please review the CNIAA and only sign it after careful consideration of its terms. Your offer of employment is contingent on your execution of the enclosed CNIAA, which is incorporated herein by reference.
11. **Prior Agreements.** You represent that you have disclosed to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the



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manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case.

12. **At-Will Employment.** Your employment with the Company is "at-will." This means that, just as you may resign from the Company at any time for any lawful reason or no reason, the Company may terminate your employment at any time, with or without Cause, and with or without notice. Notwithstanding that your employment is at-will, the Company requests and appreciates that if you decide to leave the Company, you provide as much advance notice as reasonably practicable.

13. **Tax Matters.**

- a. **Withholding.** All forms of compensation referred to in this Agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law. Regardless of the amount withheld or reported, you are solely responsible for all taxes on compensation under this agreement (including imputed compensation) except the employer's share of employment taxes.
- b. **Tax Advice.** You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities, and you will not make any claim against the Company or its Board of Directors related to tax liabilities arising from your compensation.
- c. **Section 409A of the Internal Revenue Code.** All payments and other compensation described in this Agreement are intended to comply with or be exempt from the requirements of Internal Revenue Code of 1986, as amended (the "Code") Section 409A and the regulations and guidance promulgated thereunder (collectively "Section 409A"). This Agreement shall be interpreted consistently with that intent, provided that nothing in this agreement shall be construed as a warranty of tax treatment or otherwise to transfer liability for any tax under Section 409A from you to the Company or any of its affiliates. In no event whatsoever shall the Company or any of its current or future affiliates or their respective advisors, agents, attorneys, representations or successors be liable for any additional tax, interest or penalties that may be imposed on you by Section 409A or any damages for failing to comply with Section 409A. Each installment in a series of payments shall be treated as a separate payment. Notwithstanding anything in this Agreement to the contrary, any compensation or benefits payable under this Agreement that is considered nonqualified deferred compensation under Section 409A and is designated under this Agreement as payable upon your Termination shall be payable only upon your "separation from service" with the Company within the meaning of Section 409A. Notwithstanding anything in this Agreement to the contrary, if you are deemed by the Company at the time of your Termination to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which you are entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of your benefits shall not be provided to you prior to the earlier of (1) the expiration of the six-month period measured from the date of your Termination with the Company or (2) the date of your death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to you (or your estate or beneficiaries), and any remaining payments due to you under this Agreement shall be paid as otherwise provided herein.



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Notwithstanding anything to the contrary in this Agreement, to the extent that any payments due under this Agreement as a result of your Termination are subject to your execution and delivery of a Release, (A) the Company will deliver the Release to you within seven business days following your date of Termination, and the Company's failure to deliver a Release prior to the expiration of such seven business day period shall constitute a waiver of any requirement to execute a Release, (B) if you fail to execute the Release on or prior to the Release Expiration Date (as defined below) or timely revoke your acceptance of the Release thereafter, you will not be entitled to any payments or benefits otherwise conditioned on the Release, and (C) in any case where your date of Termination and the Release Expiration Date fall in two separate taxable years, any payments required to be made to you that are conditioned on the Release and are treated as nonqualified deferred compensation for purposes of Section 409A will be made on the first payroll period to occur in the subsequent taxable year. For purposes hereof, "Release Expiration Date" shall mean (1) if you are under 40 years old as of the date of Termination, the date that is seven days following the date upon which the Company timely delivers the Release to you, and (2) if you are 40 years or older as of the date of Termination, the date that is 21 days following the date upon which the Company timely delivers the Release to you, or, in the event that your termination of employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is 45 days following such delivery date.

- d. **Section 280G of the Internal Revenue Code.** Notwithstanding any other provisions of this Agreement or any other company arrangement, in the event that any payment or benefit by the Company or otherwise to or for your benefit, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (all such payments and benefits, being hereinafter referred to as the "Total Payments"), would be subject (in whole or in part) to the excise tax imposed by Code Section 4999 (the "Excise Tax"), then the Total Payments shall be reduced (in the order provided below) to the minimum extent necessary to avoid the imposition of the Excise Tax on the Total Payments, but only if (i) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income and employment taxes on such reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (ii) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income and employment taxes on such Total Payments and the amount of the Excise Tax to which you would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

The Total Payments shall be reduced in the following order: (i) reduction on a pro-rata basis of any cash severance payments that are exempt from Section 409A, (ii) reduction on a pro-rata basis of any non-cash severance payments or benefits that are exempt from Section 409A, (iii) reduction on a pro-rata basis of any other payments or benefits that are exempt from Section 409A, and (iv) reduction of any payments or benefits otherwise payable to you on a pro-rata basis or such other manner that complies with Section 409A; *provided*, in case of subclauses (ii), (iii) and (iv), that reduction of any payments attributable to the acceleration of vesting of Company equity awards shall be first applied to Company equity awards that would otherwise vest last in time.

The Company will select an adviser with experience in performing calculations regarding the applicability of Code Section 280G and the Excise Tax, *provided* that the adviser's determination shall be made based upon "substantial authority" within the meaning of Code Section 6662, (the



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"Independent Advisors") to make determinations regarding the application of this Section 15(d). The Independent Adviser shall provide its determination, together with detailed supporting calculations and documentation, to you and the Company within 15 business days following the date on which your right to the Total Payments is triggered, if applicable, or such other time as requested by you (*provided*, that you reasonably believe that any of the Total Payments may be subject to the Excise Tax) or the Company. The costs of obtaining such determination and all related fees and expenses (including related fees and expenses incurred in any later audit) shall be borne by the Company. Any good faith determinations of the Independent Adviser made hereunder shall be final, binding and conclusive upon the Company and you.

In the event it is later determined that to implement the objective and intent of this Section 15(d), (i) a greater reduction in the Total Payments should have been made, the excess amount shall be returned promptly by you to the Company or (ii) a lesser reduction in the Total Payments should have been made, the excess amount shall be paid or provided promptly by the Company to you, except to the extent the Company reasonably determines would result in imposition of an excise tax under Section 409A.

- 14. Mutual Arbitration Agreement.** To the maximum extent permitted by law, you and the Company agree that all claims, disputes and controversies of any kind arising out of, relating to or in any way associated with this Agreement and/or your employment by the Company or the termination of that employment, including but not limited to all common, constitutional, contract and tort law theories and statutory claims under federal, state and/or local law, shall be submitted to and resolved through final and binding arbitration, before a single arbitrator licensed to practice law and experienced in employment law, and administered by JAMS (<http://www.jamsadr.com/>) pursuant to its Employment Arbitration Rules & Procedures (the "JAMS Rules") (available at <https://www.jamsadr.com/rules-employment-arbitration/>) in effect at the inception of the arbitration, incorporated herein by reference, except as modified or supplemented herein. The arbitration shall take place at JAMS's office in (or nearest to) your (last) primary work location for the Company, unless the parties agree to a different location or as otherwise required by law. This agreement to arbitrate applies to all claims that the Company may have against you, as well as all claims that you may have against the Company, including any of the Company's affiliates, parents, subsidiaries, successors, assigns, owners, directors, officers, shareholders, employees, managers, members, and agents.

Claims not subject to this agreement to arbitrate are expressly limited to: (i) claims for workers' compensation, disability benefits or unemployment compensation benefits; (ii) claims based on any pension or welfare plan or collective bargaining agreement, the terms of which may contain arbitration or other non-judicial dispute resolution procedure; (iii) any unfair labor practice charge which is to be brought under the National Labor Relations Act; (iv) sexual assault or sexual harassment disputes arising under federal, tribal, or state law which you elect not to pursue in arbitration; and/or (v) claims which may not be arbitrated as a matter of law. Nothing in this agreement to arbitrate precludes you from filing an administrative charge/complaint of discrimination with the U.S. Equal Employment Opportunity Commission ("EEOC"), or any similar federal, state, or local government agency for purposes of exhausting your administrative remedies, to the extent required by law; however, any claims, action or lawsuit seeking damages, injunctive relief or other monetary or non-monetary relief by you based on such administrative charges/complaints must be brought in arbitration, in accordance with this agreement to arbitrate, except as to sexual assault or sexual harassment disputes which you elect to pursue in court. You acknowledge that, should the EEOC, DFEH or any local government agency pursue claims on your behalf, you have waived your right to recover any money from the Company, other than amounts recoverable through arbitration pursuant to this agreement to arbitrate, if any.



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Notwithstanding anything to the contrary in JAMS's rules, the arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award; and (c) be authorized to award any or all remedies that you or the Company would be entitled to seek in a court of law. However, the arbitrator shall have no authority or power to award any remedy in excess of what a party would be able to obtain in a court of law. The arbitrator may hear and determine any dispositive issue of law asserted by you or the Company to the same extent a court could hear and determine a dispositive motion. In ruling on such motions and the admissibility of evidence, the arbitrator shall apply the standards under the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and case law thereunder. The decision of the arbitrator will be final, conclusive, and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

Nothing herein shall be construed to preclude a party's application for temporary or preliminary injunctive relief to a court of relevant jurisdiction, in furtherance of arbitration.

Except as to sexual assault or sexual harassment disputes, the arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this Agreement (including this agreement to arbitrate therein). Any party's right to appeal or to seek modification of rulings by the arbitrator is strictly limited by the Federal Arbitration Act ("FAA"). The Parties agree that the Company is engaged in interstate commerce and that, except as provided in this Agreement, the FAA shall govern the interpretation and enforcement of, and all proceedings pursuant to, this agreement to arbitrate. Except as otherwise provided under the FAA or other applicable federal law, this Agreement shall be governed by the laws of the state where you are/were last employed by the Company, without reference to any state's or country's choice of law provisions to the contrary.

Except as otherwise prohibited by law, neither you, the Company, nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties to the arbitration, except to your respective attorneys and tax advisors without any written consent of the other, provided such persons/entities first agree to be bound by this confidentiality provision. Either party may disclose the existence and results of any arbitration in a proceeding to enforce or appeal an arbitral award, as provided under applicable law.

The fees of the arbitrator and all other costs that are unique to the arbitration process shall be paid by the Company if and to the extent required by law. Otherwise, each party shall be solely responsible for paying his/her/their/its own costs for the arbitration, including but not limited to attorneys' fees. However, if either party prevails on a claim which affords the prevailing party attorneys' fees pursuant to law, statute, or contract, the arbitrator may award reasonable attorneys' fees to the prevailing party.

You understand and agree that claims must be brought by either you or the Company in your individual capacity, not as plaintiffs or class members in any purported class or collective proceeding, and the arbitrator shall not have the power to hear the arbitration as a class or collective action or otherwise combine claims by multiple parties in a single arbitration ("Class/Collective Action Waiver"). If this Class/Collective Action Waiver is found to be unenforceable, in whole or in part, any offending provisions shall be severed from this Agreement.

To the greatest extent permitted by law, claims must be brought by either you or the Company in your individual capacity, not as representatives in any representative proceeding, and the arbitrator shall not have the power to hear any claims on a representative basis ("Representative Action Waiver"). If this Representative Action Waiver is found to be unenforceable, it shall be severed from this Agreement.



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You and the Company agree and acknowledge that this agreement to arbitrate is supported by good and valuable consideration, including, without limitation, the Parties' mutual agreement to arbitrate and your at-will employment with the Company.

**BY AGREEING TO SUBMIT THE CLAIMS TO ARBITRATION, YOU AND COMPANY ARE HEREBY WAIVING THE RIGHT TO A TRIAL IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL.**

15. **Reservation of Rights.** Nothing in this Agreement or the CNIAA shall prohibit you from: (a) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful or (b) speaking with or providing information to law enforcement, the U.S. Securities and Exchange Commission, the United States Equal Employment Opportunity Commission, and/or any other similar state or local fair employment practices agencies.
16. **Indemnification.** Contemporaneous with the Parties' execution of this Agreement, you and the Company will also execute the Company's standard Indemnification Agreement applicable to officers.
17. **Complete Agreement.** This Agreement, the CNIAA, and the attachments referenced herein, supersede and replace any prior agreements, representations or understandings (whether written, oral, implied or otherwise) between you and the Company including, but not limited to, any representations made during your interviews, and constitute the complete agreement between you and the Company regarding the subject matters set forth herein. This letter, including, but not limited to, its at-will employment provision, may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.
18. **Severability.** The invalidity, illegality, or unenforceability of any provision, subsections, or sentences contained in this Agreement, or any terms hereof, shall not affect the legality, validity or enforceability of any other provision or term of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

For purposes of federal immigration law, you will be required to provide the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your first day of employment with the Company, or our employment relationship with you may be terminated. You should be aware that the Company participates in E-Verify, a federal government system used to verify the employment authorization and social security number of each new employee.

**By signing this Agreement, you acknowledge that the terms described in this Agreement, together with the CNIAA and other attachments, set forth the entire understanding between you and the Company and supersedes any prior representations or agreements, whether written or oral; there are no terms, conditions, representations, warranties or covenants other than those contained herein. No term or provision of this letter may be amended, waived, released, discharged or modified except in writing, signed by you and an authorized officer of the Company except that the Company may, in its sole discretion, adjust salaries, incentive compensation, benefits, job titles, locations, duties, responsibilities, and reporting relationships.**

We hope that you will accept our offer of employment set forth in this Agreement. After you have had an opportunity to review this Agreement, kindly sign your name and the date at the end of this Agreement to signify your understanding and acceptance of these terms.



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To accept this offer, sign and return this Agreement within three (3) business days from the date of this letter. This Agreement may be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., [www.docusign.com](http://www.docusign.com)) – DocuSign is preferred. If we do not receive a signed copy of this Agreement, the offer reflected in this letter may be withdrawn.

Should you have any questions regarding this letter or the terms of your at-will employment with the Company, please feel free to contact me.

Sincerely,

/s/ Gonca Icoren

Gonca Icoren  
Chief People Officer  
Energy Vault Holdings, Inc.

Attachments

1. Employee Confidentiality, Non-Disclosure, and Inventions Assignment Agreement (with exhibits)

I have read and accept this employment offer.

/s/ Akshay Ladwa

SIGNATURE OF Akshay Ladwa



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**ATTACHMENT 1**

**ENERGY VAULT HOLDINGS, INC.**

**EMPLOYEE CONFIDENTIALITY, NON-DISCLOSURE, NON-SOLICITATION, AND INVENTIONS ASSIGNMENT  
AGREEMENT**

This Employee Confidential, Non-Disclosure, and Inventions Assignment Agreement ("Agreement") is entered into as of the date of its execution (the "Effective Date") by and between Energy Vault Holdings, Inc. (the "Company"), and Akshay Ladwa ("Employee").

In consideration of the promises and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually covenanted and agreed by and between the parties as follows:

**1. Confidential Information Protections.**

a. **Company Information; Nondisclosure.** Employee shall at all times during the term of Employee's employment with the Company and thereafter, hold in strictest confidence, and not use, disclose to any person, firm or corporation without written authorization of the Board, lecture upon, or publish any Confidential Information (as defined herein) of the Company and its employees, except: (i) except as necessary in carrying out Employee's work for the Company; (ii) to the extent a member of the Board of the Company expressly authorizes such disclosure in writing; or (iii) as required by law, legal process, or as otherwise expressly permitted herein. Employee will take all reasonable precautions to prevent the inadvertent accidental disclosure of "Confidential Information." As used herein, "Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, investors, business partners, customer lists and customers (including, but not limited to, those of the Company on whom Employee has called or with whom Employee became acquainted during the term of Employee's employment), markets, software, developments, inventions, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to Employee by the Company or any of its employees, either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. "Confidential Information" does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of Employee or of others who were under confidentiality obligations as to the item or items involved, or if Employee can prove such information was already in Employee's possession prior to Employee's employment with the Company. Further, pursuant to 18 U.S.C. § 1833(b), Employee shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, Employee is hereby advised that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

b. **Former Employer Information.** Employee shall not, during Employee's employment with the Company, improperly use or disclose any confidential or proprietary information or trade secrets, if any, of any former or concurrent employer or other person or entity to whom or to which Employee has an obligation of confidentiality, and Employee shall not bring onto the premises of the Company any unpublished document, property, or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.



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c. **Third Party Information.** Employee shall hold all confidential or proprietary information that the Company has received from any third party to which it is the Company's obligation to maintain the confidentiality of such information ("Third Party Information") and to use it only for certain limited purposes in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Employee's work for the Company consistent with the Company's agreement with such third party. During Employee's employment and thereafter, Employee will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with Employee's work for the Company, Third Party Information unless expressly authorized by the Chief Executive Officer of the Company in writing.

2. **Inventions.** Employee hereby represents, warrants and covenants with respect to Prior Inventions or Inventions (each, as defined below), as the case may be, as follows:

a. **Inventions Retained and Licensed.** Attached hereto, as Exhibit A, is a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Employee prior to Employee's employment with the Company (collectively referred to as "Prior Inventions"), which belong to Employee, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, Employee hereby represents that there are no such Prior Inventions. If in the course of Employee's employment with the Company, Employee uses or incorporates into a product, process, service, or machine of Company or any of its wholly owned subsidiaries, a Prior Invention owned by Employee or in which the Employee has an interest, or if Employee's rights in any Prior Inventions may block or interfere with, or may otherwise be required for, the Company is hereby granted and shall have a nonexclusive, fully paid and royalty-free, irrevocable, perpetual, transferable, worldwide license, with rights to sublicense through multiple levels of sublicensees, to make, reproduce, make derivative works of, distribute, use, sell, import, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine, to the fullest extent permitted by law. Employee represents and agrees that in the event of any dispute regarding the creation or ownership of any invention, any such disputed invention that may relate to the Company's business or actual or demonstrably anticipated research or development will be presumed to have been created after the commencement of Employee's employment with the Company unless Employee is able to conclusively demonstrate, beyond any question of doubt, that the invention in question was made by Employee or acquired by Employee prior to the commencement of Employee's employment with, and therefore is not to be assigned to, the Company. To the extent that any third parties have rights in any such Prior Inventions, Employee hereby represents and warrants that such third party or parties have validly and irrevocably granted to Employee the right to grant the license stated above.

b. **Ownership.** Employee agrees that, throughout Employee's employment with the Company, all inventions, discoveries and improvements, whether patentable or unpatentable, and all works of authorship, whether copyrightable or uncopyrightable, made, developed, conceived, modified, acquired, devised, discovered or created by Employee, whether solely or jointly with others, whether by using the Company's equipment, supplies, facilities, trade secrets, Confidential Information or otherwise, and which relate to or pertain in any way at the time of conception or reduction to practice of the invention or of creation of the work of authorship to the business of the Company, or the actual or demonstrably anticipated research or development of the Company, or which result from any work performed by Employee for the Company (hereinafter "Work Product"), shall be promptly disclosed in writing by Employee to the Company, and whether disclosed or not, shall be the exclusive property of the Company or its assignee(s).

c. **Works for Hire.** Employee acknowledges that all Work Product shall be deemed and considered "works made for hire" under the copyright laws of the United States (including 17 U.S.C. § 101) ("Work for Hire"); and moreover, that all right, title and interest therein, including all rights of copyright, patent or otherwise, in the United States and in all foreign countries, in any form or medium and in all fields of use now known or hereafter



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existing, shall belong exclusively to the Company. Employee acknowledges that the Company is under no obligation to Employee, monetary or otherwise, in connection with such Work for Hire.

d. **Assignment.** To the extent an assignment is necessary to perfect the Company's ownership of any Work Product or Work for Hire described above in this Section 2, Employee hereby irrevocably assigns to the Company or its assignee, all of Employee's right, title and interest therein, and agrees that neither the Company, nor its divisions or affiliates, are under further obligation, monetary or otherwise, to Employee for such assignment. Employee agrees to assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign intellectual property rights and moral rights relating to Work Product or Works for Hire in any and all countries. Employee agrees to execute, acknowledge and deliver to the Company, its successors and assigns, all documentation, including, but not limited to, applications for patents and/or copyrights, as the Company may deem necessary or desirable to obtain and perfect the interests of the Company, its successors and assigns, in any and all countries, in such Work Product and/or Works for Hire, and to vest title thereto in the Company. Employee understands and agrees that Employee's obligation to assist the Company with respect to intellectual property rights relating to such Work Product and/or Works for Hire in any and all countries will continue beyond the termination of Employee's employment. In the event the Company is unable for any reason, after reasonable effort, to secure Employee's signature on any document needed in connection with the actions specified in this Section, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, which appointment is coupled with an interest, to act for and on Employee's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section with the same legal force and effect as if executed by Employee. Employee hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Employee now or may hereafter have for infringement of any intellectual property rights assigned under this Agreement to the Company. Employee acknowledges that the Company is under no further obligation, monetary or otherwise, to Employee in connection with any such assignment.

e. **Excluded Inventions.** For employees who work for the Company in Delaware, Illinois, Kansas, Minnesota, Nevada, North Carolina, Utah, and/or Washington, the assignment set forth in this Section 2 shall not apply to any invention that is covered by the provisions of any applicable specific inventions statute ("Specific Inventions Law") set forth in the Inventions Assignment Notice attached hereto as **Exhibit B.**

f. **Inventions Assigned to the United States.** Employee shall assign to the United States government all Employee's right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

g. **Maintenance of Records.** Employee shall keep and maintain adequate and current written records of all Confidential Information developed by the Employee and all Inventions made solely or jointly with others during the term of Employee's employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

h. **Obligation to Keep the Company Informed.** Any Employee who works for the Company in Delaware, Illinois, Kansas, Minnesota, Nevada, North Carolina, Utah, and/or Washington agrees to advise the Company promptly in writing of any inventions that Employee believes meet the criteria in any Specific Inventions Law set forth in Exhibit B that Employee has not otherwise already disclosed on **Exhibit A**, during the period of Employee's employment with the Company and for one (1) year after the termination of employment. In addition, Employee will promptly disclose to the Company all patent applications filed by Employee or on Employee's behalf within one (1) year after the termination of employment. The Company will keep in confidence and will not use for any purpose or disclose to third parties without Employee's consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to inventions that qualify fully for protection under any



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applicable Specific Inventions Law (if any). Employee will preserve the confidentiality of any invention that does not fully qualify for protection under a Specific Inventions Law.

3. **Duty of Loyalty During Employment.** To the fullest extent permitted by law, Employee agrees that during the period of employment by the Company, Employee will not, without the Company's express written consent, directly or indirectly engage in any employment or business activity which is directly or indirectly competitive with, or would otherwise conflict with, Employee's employment by the Company.

4. **No Conflicting Employment, Agreement, or Obligation.** Employee represents that Employee's performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by Employee in confidence or in trust prior to employment by the Company. Employee has not entered into, and Employee agrees not to enter into, any agreement either written or oral in conflict with this Agreement. Employee shall perform Employee's duties faithfully and to the best of Employee's ability and shall devote Employee's full business time and effort to the performance of Employee's duties hereunder. Employee shall not, during the term of Employee's employment with the Company, engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company, or its parent corporations, subsidiaries, and/or affiliates are now involved or become involved during the term of Employee's employment, nor will Employee engage in any other activities that conflict with Employee's obligations to the Company.

5. **Returning Company Documents.** At the time of leaving the employ of the Company, Employee covenants that Employee shall deliver to the Company (and will not keep in Employee's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, social media content, social media followers and social media access to password information, or reproductions of any aforementioned items developed by Employee pursuant to Employee's employment with the Company or otherwise belonging to the Company, its successors or assigns, including, without limitation, those records maintained pursuant to Section 2. Employee agrees not to copy, delete, or alter any information contained upon Employee's Company computer or Company equipment before Employee returns it to the Company. In addition, if Employee has used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, Employee agrees to provide the Company with a computer useable copy of all such Confidential Information and then permanently delete and expunge such Confidential Information from those systems; and Employee agrees to provide the Company access to Employee's system as reasonably requested to verify that the necessary copying and/or deletion is completed. Employee further agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by the Company's personnel at any time with or without notice.

6. **Notification of New Employer.** In the event that Employee leaves the employ of the Company, Employee agrees to grant consent to notification by the Company to Employee's new employer about Employee's rights and obligations under this Agreement.

7. **Non Solicitation of Employees, Consultants, Contractors, Customers or Potential Customers.** Employee agrees that during the period of Employee's employment and for the one (1) year period after the date Employee's employment ends for any reason, including but not limited to voluntary termination by Employee or involuntary termination by the Company, and for any extension of such period as set forth below, Employee will not, as an individual, officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of the Company or as approved by the Company in writing:



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- a. solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any employee of the Company to terminate their relationship with the Company in order to accept employment with a different entity in the same industry as the Company or to perform similar work as the employee performed at the Company;
- b. hire, employ, engage in business with, or attempt to hire, employ, or engage in business with any person employed by the Company or who has left the employment of the Company within the preceding six (6) months, even if Employee did not initiate the discussion or seek out the contact;
- c. solicit, induce or attempt to solicit or induce any person or entity that is or was a Customer or Potential Customer, or a supplier, service provider or vendor, of the Company or any of its parent corporations, subsidiaries, or affiliates at any time during Employee's employment by the Company to terminate, abandon or otherwise alter adversely the nature or volume of their business relationship or prospective business relationship with the Company or any of its parent corporations, subsidiaries, or affiliates (including without limitation, by offering or providing to any such person or entity products or services that compete with the business, operations, activities, products or services of the Company or any of its parent corporations, subsidiaries, or affiliates, recommending to any such person or entity that others perform or provide services or products that can be performed or provided by the Company or any of its parent corporations, subsidiaries, and/or affiliates in the ordinary course of its business, or by suggesting in any manner, directly or indirectly, that the Customer or Potential Customer should not obtain or continue to obtain services or products from the Company);
- d. solicit, induce or attempt to solicit or induce any consultant or independent contractor with whom Employee had direct contact or whose identity Employee learned as a result of Employee's employment with the Company, to terminate, diminish, or materially alter in a manner harmful to the Company its relationship with the Company.

The parties agree that for purposes of this Agreement, a "Customer or Potential Customer" is any person or entity who or which, at any time during the eighteen (18) months prior to the date on which any of the actions specified in this Section 7 occurs (the "Look Back Period") (i) contracted for, was billed for, or received from the Company any product, service or process with which Employee worked directly or indirectly during Employee's employment with the Company or about which Employee acquired Confidential Information; (ii) had business with the Company that Employee managed; (iii) was in contact with Employee or in contact with any other employee, owner, or agent of the Company, of which contact Employee was or should have been aware, concerning any product, service or process with which Employee worked directly or indirectly during Employee's employment with the Company or about which Employee acquired Confidential Information; or (iv) was solicited by the Company in an effort in which Employee was involved or of which Employee was or should have been aware. Notwithstanding the foregoing, for any actions specified in this Section 7 that occur while Employee is employed by the Company, the Look Back Period shall not apply and the restrictions set forth in this Section 7 shall apply to all Customers and Potential Customers regardless of when Employee had contact with, knowledge of, or obtained confidential information about such person or entity.

In the event the Company enforces this Agreement through a court order or arbitral process, Employee agrees that the restrictions of Section 7 shall remain in effect for a period of twelve (12) months from the effective date of the order or award enforcing the Agreement.



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8. **Conflict of Interest Guidelines.** Employee covenants that Employee shall diligently adhere to the Conflict of Interest Guidelines attached as Exhibit C hereto.

9. **Right to Advice of Counsel.** Employee acknowledges that Employee has had the right to consult with counsel and is fully aware of Employee's rights and obligations under this Agreement.

10. **Successors and Assigns.** This Agreement is for Employee's benefit and the benefit of the Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon Employee's heirs, executors, administrators and other legal representatives.

a. **Company's Successors.** Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company," shall include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this subsection (a) or which becomes bound by the terms of this Agreement by operation of law.

b. **Employee's Successors.** Without the written consent of the Company, Employee shall not assign or transfer this Agreement or any right or obligation under this Agreement to any other person or entity. Notwithstanding the foregoing, the terms of this Agreement and all rights of Employee hereunder shall inure to the benefit of, and be enforceable by, Employee's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

11. **Notice Clause.**

a. **Manner.** Any notice hereby required or permitted to be given shall be sufficiently given if in writing and delivered in person or sent by facsimile, electronic mail, overnight courier or First Class mail, postage prepaid, to either party at the address of such party or such other address as shall have been designated by written notice by such party to the other party.

b. **Effectiveness.** Any notice or other communication required or permitted to be given under this Agreement will be deemed given (i) upon personal delivery to the party to be notified (ii) on the day when delivered by electronic mail to the proper electronic mail address, (iii) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day, (iv) the first business day after deposit with a nationally recognized overnight courier, specifying next day delivery, or (v) the third business day after the day on which such notice was mailed, as evidenced by the postmark, in accordance with this Section.

12. **Legal and Equitable Remedies.**

a. Employee agrees that it may be impossible to assess the damages caused by Employee's violation of this Agreement or any of its terms. Employee agrees that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to the Company, and the Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach or threatened breach of this Agreement.

b. To the extent Employee or the Company seek temporary or preliminary relief, Employee agrees that if either the Company or Employee is successful in whole or in part in any such request, motion, or application for legal or equitable relief to enforce this Agreement (including, but not limited to, a court or arbitrator partially or fully granting any application, motion, or petition for injunctive relief, including, but not limited to, a



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temporary restraining order, preliminary injunction, or permanent injunction), whether against or commenced by Employee, the prevailing party will be entitled to recover from the other all costs, fees, or expenses it incurred at any time during the course of the dispute, including, but not limited to, reasonable attorney's fees. A final resolution of such dispute or a final judgment is not a prerequisite to the right to demand payment hereunder and such amounts must be paid by the party against whom the legal or equitable relief has been obtained to the other party within thirty (30) days after written notice of such demand. In the event the prevailing party demands only a portion of such costs, fees, or expenses incurred, such demand shall be without prejudice to further demands for (i) the remainder of any outstanding costs, fees, or expenses incurred, or (ii) costs, fees, or expenses incurred after the prior demand.

13. **Employment At-Will.** Employee agrees and understands that nothing in this Agreement will change Employee's at-will employment status or confer any right with respect to continuation of employment by the Company, nor will it interfere in any way with Employee's right or the Company's right to terminate Employee's employment at any time, with or without Cause or advance notice.

14. **Waiver.** No waiver by the Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement will be construed as a waiver of any other right. The Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

15. **Severability.** The invalidity, illegality, or unenforceability of any provision, subsections, or sentences contained in this Agreement, or any terms hereof, shall not affect the legality, validity or enforceability of any other provision or term of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

16. **Integration.** This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all prior or contemporaneous agreements whether written or oral. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal substantive laws, but not the choice of law rules, of the state where you are/were last employed by the Company.

18. **Survival.** This Agreement shall survive the termination of Employee's employment, regardless of the reason, and the assignment of this Agreement by the Company to any successor in interest or other assignee.

19. **Entire Agreement.** This Agreement, together with any Exhibit(s) hereto (incorporated herein by reference), is the final, complete and exclusive agreement between me and the Company with respect to the subject matter of this Agreement and supersedes and merges all prior discussions between us; provided, however, prior to the execution of this Agreement, if the Company and I were parties to any agreement regarding the subject matter hereof, that agreement will be superseded by this Agreement prospectively only. No modification of or amendment to this Agreement will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

20. **Protected Activity Not Prohibited.** Employee understands that nothing in this Agreement limits or prohibits Employee from filing a charge or complaint with, or otherwise communicating or cooperating with or participating in any investigation or proceeding that may be conducted by, any federal, state or local government agency or commission, including the Securities and Exchange Commission, the Equal Employment Opportunity



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Commission, the Occupational Safety and Health Administration, and the National Labor Relations Board ("Government Agencies"), including disclosing documents or other information as permitted by law, without giving notice to, or receiving authorization from, the Company, discussing the terms and conditions of employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act. Notwithstanding, in making any such disclosures or communications, Employee agrees to take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Confidential Information to any parties other than the Government Agencies. Further, Employee understands that nothing in this agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful. However, in the event of any subpoena or other legal process requiring Employee's disclosure of any Confidential Information, to the fullest extent permitted by law, Employee agrees to provide the Company with notice (and a reasonable opportunity to object) before any disclosure by Employee.

21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., [www.docusign.com](http://www.docusign.com)).

IN WITNESS WHEREOF, Employee and the Company, hereby declare that they, and each of them, has read the foregoing Employee Confidentiality, Non-Disclosure, and Inventions Assignment Agreement and understands and acknowledges the significance and consequence of it, and has executed this Agreement, in the case of the Company by their duly authorized officers, voluntarily and with full understanding of its consequences, as of the day and year first above written.

**ENERGY VAULT HOLDINGS, INC.**

By: /s/ Gonca Icoren  
Gonca Icoren  
Chief People Officer

**EMPLOYEE**

Signature: /s/ Akshay Ladwa  
Akshay Ladwa



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**EXHIBIT A**

**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP**

| <u>Title</u> | <u>Date</u> | <u>Identifying Number or Brief Description</u> |
|--------------|-------------|------------------------------------------------|
|--------------|-------------|------------------------------------------------|

\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_ Additional Sheets Attached

Signature of Employee:      /s/ Akshay Ladwa  
Akshay Ladwa



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## EXHIBIT B

### INVENTIONS ASSIGNMENT NOTICE

**If Employee is employed by the Company in the State of Delaware, the following provision applies:**

Delaware Code, Title 19, § 805. Employee's right to certain inventions.

Any provision in an employment agreement which provides that the employee shall assign or offer to assign any of the employee's rights in an invention to the employee's employer shall not apply to an invention that the employee developed entirely on the employee's own time without using the employer's equipment, supplies, facility or trade secret information, except for those inventions that: (i) relate to the employer's business or actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employee for the employer. To the extent a provision in an employment agreement purports to apply to the type of invention described, it is against the public policy of this State and is unenforceable. An employer may not require a provision of an employment agreement made unenforceable under this section as a condition of employment or continued employment.

**If Employee is employed by the Company in the State of Illinois, the following provision applies:**

Illinois Compiled Statutes Chapter 765, Section 1060/2. Employee Patent Act.

Sec. 2. Employee rights to inventions - conditions. (1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that his invention qualifies under this subsection.

(2) An employer shall not require a provision made void and unenforceable by subsection (1) of this Section as a condition of employment or continuing employment. This Act shall not preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.

(3) If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

**If Employee is employed by the Company in the State of Kansas, the following provision applies:**

Chapter 44. LABOR AND INDUSTRIES –

Article 1. Employment Agreements assigning employee rights in inventions to employer; restrictions; certain provisions void; notice and disclosure - 44-130.

(a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any



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of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facilities or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

(1) The invention relates to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

(2) the invention results from any work performed by the employee for the employer.

(b) Any provision in an employment agreement which purports to apply to an invention which it is prohibited from applying to under subsection (a), is to that extent against the public policy of this state and is to that extent void and unenforceable. No employer shall require a provision made void and unenforceable by this section as a condition of employment or continuing employment.

(c) If an employment agreement contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer shall provide, at the time the agreement is made, a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

(1) The invention relates directly to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

(2) the invention results from any work performed by the employee for the employer.

(d) Even though the employee meets the burden of proving the conditions specified in this section, the employee shall disclose, at the time of employment or thereafter, all inventions being developed by the employee, for the purpose of determining employer and employee rights in an invention.

**If Employee is employed by the Company in the State of Minnesota, the following provision applies:**

Minnesota Statute Section 181.78. SUBDIVISION 1.

Inventions not related to employment. Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. Subdivision 3. If an employment agreement entered into after August 1, 1977 contains a provision requiring the employee to assign or offer to assign any of the employee's rights in any invention to an employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, and (1) which does not relate (a) directly to the business of the employer or (b) to the employer's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by the employee for the employer.

**If Employee is employed by the Company in the State of Nevada, the following provision applies:**



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Nevada Revised Statutes Section 600.500. Employer is sole owner of patentable invention or trade secret developed by employee.

Except as otherwise provided by express written agreement, an employer is the sole owner of any patentable invention or trade secret developed by his or her employee during the course and scope of the employment that relates directly to work performed during the course and scope of the employment.

**If Employee is employed by the Company in the State of North Carolina, the following provision applies:**

North Carolina General Statutes Section 66-57.1. EMPLOYEE'S RIGHT TO CERTAIN INVENTIONS.

Any provision in an employment agreement which provides that the employees shall assign or offer to assign any of his rights in an invention to his employer shall not apply to an invention that the employee developed entirely on his own time without using the employer's equipment, supplies, facility or trade secret information except for those inventions that (i) relate to the employer's business or actual or demonstrably anticipated research or development, or (ii) result from any work performed by the employee for the employer. To the extent a provision in an employment agreement purports to apply to the type of invention described, it is against the public policy of this State and is unenforceable. The employee shall bear the burden of proof in establishing that his invention qualifies under this section.

**If Employee is employed by the Company in the State of Utah, the following provision applies:**

Utah Code, §§ 34-39-2 (Employment Inventions Act) And 34-39-3 (Scope Of Act)

34-39-2. Definitions. As used in this chapter:

(1) "Employment invention" means any invention or part thereof conceived, developed, reduced to practice, or created by an employee which is:

- (a) conceived, developed, reduced to practice, or created by the employee:
  - (i) within the scope of his or her employment;
  - (ii) on his employer's time; or
  - (iii) with the aid, assistance, or use of any of his or her employer's property, equipment, facilities, supplies, resources, or intellectual property;
- (b) the result of any work, services, or duties performed by an employee for his or her employer;
- (c) related to the industry or trade of the employer; or
- (d) related to the current or demonstrably anticipated business, research, or development of the employer.

(2) "Intellectual property" means any and all patents, trade secrets, know-how, technology, confidential information, ideas, copyrights, trademarks, and service marks and any and all rights, applications, and registrations relating to them.

34-39-3. Scope of act -- When agreements between an employee and employer are enforceable or unenforceable with respect to employment inventions -- Exceptions.

(1) An employment agreement between an employee and his or her employer is not enforceable against the employee to the extent that the agreement requires the employee to assign or license, or to offer to assign or license, to the employer any right or intellectual property in or to an invention that is:

- (a) created by the employee entirely on his or her own time; and
- (b) not an employment invention.

(2) An agreement between an employee and his employer may require the employee to assign or license, or to offer to assign or license, to his or her employer any or all of his or her rights and intellectual property in or to an employment invention.

(3) Subsection (1) does not apply to:



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(a) any right, intellectual property or invention that is required by law or by contract between the employer and the United States government or a state or local government to be assigned or licensed to the United States; or

(b) an agreement between an employee and his or her employer which is not an employment agreement.

(4) Notwithstanding Subsection (1), an agreement is enforceable under Subsection (1) if the employee's employment or continuation of employment is not conditioned on the employee's acceptance of such agreement and the employee receives a consideration under such agreement which is not compensation for employment.

(5) Employment of the employee or the continuation of his employment is sufficient consideration to support the enforceability of an agreement under Subsection (2) whether or not the agreement recites such consideration.

(6) An employer may require his or her employees to agree to an agreement within the scope of Subsection (2) as a condition of employment or the continuation of employment.

(7) An employer may not require his or her employees to agree to anything unenforceable under Subsection (1) as a condition of employment or the continuation of employment.

(8) Nothing in this chapter invalidates or renders unenforceable any employment agreement or provisions of an employment agreement unrelated to employment inventions.

**If Employee is employed by the Company in the State of Washington, the following provision applies:**

**TITLE 49. LABOR REGULATIONS - CHAPTER 49.44. VIOLATIONS - PROHIBITED PRACTICES**

- (i) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.
- (ii) An employer shall not require a provision made void and unenforceable by subsection (1) of this section as a condition of employment or continuing employment.
- (iii) If an employment agreement entered into after September 1, 1979, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.



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## EXHIBIT C

### CONFLICT OF INTEREST GUIDELINES

It is the policy of Energy Vault Holdings, Inc. (the "Company") to conduct its affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics. Accordingly, all officers, employees and independent contractors must avoid activities which are in conflict, or give the appearance of being in conflict, with these principles and with the interests of the Company. The following are potentially compromising situations which must be avoided. Any exceptions must be reported to the President and written approval for continuation must be obtained.

1. Revealing confidential information to outsiders or misusing confidential information. Unauthorized divulging of information is a violation of this policy whether or not for personal gain and whether or not harm to the Company is intended. (The Employee Confidentiality, Non-Disclosure, and Invention Assignment Agreement elaborates on this principle and is a binding agreement.)
2. Accepting or offering substantial gifts, excessive entertainment, favors or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to the Company.
3. Participating in civic or professional organizations that might involve divulging confidential information of the Company.
4. Initiating or approving personnel actions affecting reward or punishment of employees or applicants where there is a family relationship or is or appears to be a personal or social involvement.
5. Initiating or approving any form of personal or social harassment of employees.
6. Investing or holding outside directorship in suppliers, customers, or competing companies, including financial speculations, where such investment or directorship might influence in any manner a decision or course of action of the Company.
7. Borrowing from or lending to employees, customers or suppliers.
8. Acquiring real estate of interest to the Company.
9. Improperly using or disclosing to the Company any proprietary information or trade secrets of any former or concurrent employer or other person or entity with whom obligations of confidentiality exist.
10. Unlawfully discussing prices, costs, customers, sales or markets with competing companies or their employees.
11. Making any unlawful agreement with distributors with respect to prices.
12. Improperly using or authorizing the use of any inventions which are the subject of patent claims of any other person or entity.
13. Engaging in any conduct which is not in the best interest of the Company.

Each officer, employee and independent contractor must take every necessary action to ensure compliance with these guidelines and to bring problem areas to the attention of higher management for review. Violations of this conflict of interest policy may result in discharge without warning.







**Energy Vault SA**  
Via Cantonale 19  
Lugano 6900  
SWITZERLAND

Robert Piconi  
Riva Lago Colombaio 1  
6921 Vico Morcote

05 April 2024

### **Retention Bonus**

Dear Rob,

At Energy Vault, we realize that our people are our strength. We also realize that the best way to succeed in our competitive marketplace is to retain our best people. In this spirit, we are proud to offer you the opportunity to earn a Retention Bonus. The terms and conditions of our offer are detailed below.

In exchange for your promise to: (i) remain employed by Energy Vault in good standing through various earning dates ("Earning Dates") below and (ii) continue to comply with the terms and conditions of any agreement between you and Energy Vault (including the Employee Confidentiality, Non-Disclosure, and Inventions Assignment Agreement, you executed on 01 January 2018) through each applicable Earning Date, you will be eligible to earn a total Retention Bonus in the gross amount of CHF 300'000 (the "Retention Bonus"), subject to withholdings and deductions, and subject to the terms and conditions set forth below.

The Retention Bonus will be paid to you in three installments (each, an "Installment Payment") as an advance on the as-of-yet unearned portion of the overall Retention Bonus on designated "Advance Dates," in accordance with the schedule below:

| Advance Date     | Earning Date     | Percentage of Total Retention Bonus Earned/Paid | Installment Payment Amount |
|------------------|------------------|-------------------------------------------------|----------------------------|
| April 30, 2024   | April 30, 2025   | 34%                                             | CHF 102'000                |
| July 31, 2024    | July 31, 2025    | 33%                                             | CHF 99'000                 |
| October 31, 2024 | October 31, 2025 | 33%                                             | CHF 99'000                 |

The amounts paid on each Advance Date above are recoverable advances. Each of the three Installment Payments will not be earned or vested until the corresponding Earning Date for each Installment Payment in the chart above.

If your employment is terminated by Energy Vault for Justified Reason (in the sense of article 340c para. 2 CO) based on your behavior or performance (as defined below) or you voluntarily terminate your employment with Energy Vault for any reason, in either case, prior to the Earning Date that corresponds to any of the advanced Installment Payments, Energy Vault will have no obligation to make any further Retention Bonus payments to you and you shall repay Energy Vault the full gross amount of any unearned advanced Installment Payments previously paid to you. Any amounts owed by you in respect of the foregoing repayment obligations shall be remitted to Energy Vault within thirty



(30) days following the termination of your employment. If the termination of employment by either you or Energy Vault is due to special circumstances such as medical or family emergencies, redundancy, etc., Energy Vault may, at its sole discretion and on a case by case basis, waive or modify the repayment obligation.

For purposes of this letter agreement, "Justified Reason" in the sense of article 340c para. 2 CO shall include, but is not limited to: (a) willful failure to substantially perform your job duties for Energy Vault (other than any such failure resulting from your physical or mental illness) or failure in any material respect to carry out or comply with any lawful and reasonable directive of your supervisor, the CEO or the Company's Board of Directors; (b) dishonesty, willful misconduct or fraud in connection with your employment by Energy Vault; (c) commission of a reportable violation of any applicable law, especially banking, securities or commodities laws, rules or regulations that constitutes a serious offense that could or does result in a significant fine; (d) conviction or plea of nolo contendere (or equivalent) to or commission of a felony or any crime involving moral turpitude; (e) engaging in sexual, racial, or other forms of unlawful discrimination, harassment, or retaliation; or (f) a material violation of the Company's Code of Conduct.

This Retention Bonus offer is not a guarantee of continued employment through the date listed on the chart above. Although you are eligible to earn a Retention Bonus through this program, you will remain subject to your employment agreement, which means that either you or Energy Vault may end our employment relationship according to the contractual notice period. Except as explicitly modified or amended by this Retention Agreement, all other provisions of the Employment Agreement shall remain in full force and effect.

Any amendments to this Retention Agreement shall be made in writing to have legal effect, whereby an exchange of emails shall be considered sufficient

This Retention Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland. All disputes arising out of or in connection with this Retention Agreement shall be subject to the jurisdiction of the courts of the domicile or seat of the defendant, or your ordinary place of work.

Please note that the existence of this Retention Agreement and the Retention Bonus is confidential and must not be discussed or disclosed to any third party. You agree and confirm that you will not disclose any information about this Retention Agreement or the Retention Bonus with to any third party except if required by law or ordered by a competent court or authority.

Very truly yours,

/s/ Gonca Icoren

\_\_\_\_\_  
Gonca Icoren  
Chief People Officer  
For and on behalf of **Energy Vault SA**

Accepted and agreed:

/s/ Robert Piconi

5/4/2024

\_\_\_\_\_  
Robert Piconi

\_\_\_\_\_  
Date

---





TO: Akshay Ladwa  
Chief Engineering Officer

April 5, 2024

RE: **2024 Retention Bonus**

Dear Akshay,

At Energy Vault, we recognize that our people are the foundation of our strength. We understand that retaining our top talent is essential for success in our competitive industry. As such, we are pleased to extend to you, as a valued member of our team, a Retention Bonus. The terms and conditions of our offer are detailed below.

In exchange for your promise to: (i) remain employed by Energy Vault in good standing through various earning dates (“Earning Dates”) below and (ii) continue to comply with the terms and conditions of any agreement between you and Energy Vault (including your executed Employee Confidentiality, Non-Disclosure, and Inventions Assignment Agreement) through each applicable Earning Date, you will be eligible to earn a total Retention Bonus in the gross amount of USD 150,000 (the “Retention Bonus”), subject to withholdings and deductions, and subject to the terms and conditions set forth below.

The Retention Bonus will be paid to you in three installments (each, an “Installment Payment”) as an advance on the as-of-yet unearned portion of the overall Retention Bonus on designated “Advance Dates,” in accordance with the schedule below:

| Advance Date     | Earning Date     | Percentage of Total Retention Bonus Earned/Paid | Installment Payment Amount |
|------------------|------------------|-------------------------------------------------|----------------------------|
| April 15, 2024   | April 15, 2025   | 34%                                             | USD 51,000                 |
| July 15, 2024    | July 15, 2025    | 33%                                             | USD 49,500                 |
| October 15, 2024 | October 15, 2025 | 33%                                             | USD 49,500                 |

The amounts paid on or before each Advance Date above are recoverable advances. Each of the three Installment Payments will not be earned or vested until the corresponding Earning Date for each Installment Payment in the chart above.

If your employment is terminated by Energy Vault for Cause (as defined below) or you voluntarily terminate your employment with Energy Vault for any reason, in either case, prior to the Earning Date that corresponds to any of the advanced Installment Payments, Energy Vault will have no obligation to make any further Retention Bonus payments to you and you shall repay Energy Vault the full gross amount of any unearned advanced Installment Payments previously paid to you, unless otherwise required by law. To the fullest extent permitted under applicable law, any amounts owed by you in respect of the foregoing repayment obligations shall be remitted to Energy Vault within thirty (30) days following the termination of your employment.





If your employment is terminated by Energy Vault without Cause, prior to the Earning Date that corresponds to any of the advanced Installment Payments, Energy Vault will have no obligation to make any further Retention Bonus payments to you and will determine in its sole discretion whether you will be required to repay Energy Vault the full gross amount of any unearned advanced Installment Payments previously paid to you, unless otherwise required by law. To the fullest extent permitted under applicable law, should Energy Vault impose the repayment obligation, you agree to remit to Energy Vault any amounts owed by you within thirty (30) days following the termination of your employment.

For purposes of this letter agreement, "Cause" shall include, but is not limited to: (a) willful failure to substantially perform your job duties for Energy Vault (other than any such failure resulting from your physical or mental illness) or failure in any material respect to carry out or comply with any lawful and reasonable directive of your supervisor, the CEO or the Company's Board of Directors; (b) dishonesty, willful misconduct or fraud in connection with your employment by Energy Vault; (c) commission of a reportable violation of any applicable banking, securities or commodities laws, rules or regulations that constitutes a serious offense that could or does result in a significant fine; (d) conviction or plea of nolo contendere (or equivalent) to or commission of a felony or any crime involving moral turpitude; (e) engaging in sexual, racial, or other forms of unlawful discrimination, harassment, or retaliation; or (f) a material violation of the Company's Code of Conduct.

This Retention Bonus offer is not a guarantee of continued employment through the date listed on the chart above. Although you are eligible to earn a Retention Bonus through this program, you will remain an "at will" employee of Energy Vault, which means that either you or Energy Vault may end our employment relationship at any time, for any or no reason.

Regards,

/s/ Goncagul Icoren

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Goncagul Icoren  
*Chief People Officer*  
Energy Vault, Inc.

**Accepted and agreed:**

/s/ Akshay Lawda

April 5, 2024

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Akshay Lawda

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Date





**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULES 13a-14(a) AND 15d-14(a)  
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES OXLEY ACT of 2002**

I, Robert Piconi, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Energy Vault Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2024

Signature: /s/ Robert Piconi  
 Title: Co-Founder and Chief Executive Officer  
 (Principal Executive Officer)

**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO RULES 13a-14(a) AND 15d-14(a)  
UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS ADOPTED PURSUANT TO  
SECTION 302 OF THE SARBANES OXLEY ACT of 2002**

I, Michael Beer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Energy Vault Holdings, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2024

Signature: /s/ Michael Beer  
 Title: Chief Financial Officer  
 (Principal Financial Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Robert Piconi, Chief Executive Officer of Energy Vault Holdings, Inc. (the “Company”), certify pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. This Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended March 31, 2024 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
2. The information contained in this Report fairly presents, in all material respects, the financial condition and results of operations of the Company, at the dates and for the periods presented in the financial statements included in this Report.

Date: May 8, 2024

Signature: /s/ Robert Piconi  
Title: Co-Founder and Chief Executive Officer  
(Principal Executive Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO SECTION 906  
OF THE SARBANES-OXLEY ACT OF 2002**

I, Michael Beer, Chief Financial Officer of Energy Vault Holdings, Inc. (the “Company”), certify pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

1. This Quarterly Report on Form 10-Q of the Company for the quarter ended March 31, 2024 (the “Report”) fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and
2. The information contained in this Report fairly presents, in all material respects, the financial condition and results of operations of the Company, at the dates and for the periods presented in the financial statements included in this Report.

Date: May 8, 2024

Signature: /s/ Michael Beer  
Title: Chief Financial Officer  
(Principal Financial Officer)