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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): **December 29, 2025**

T1 Energy Inc.
(Exact name of registrant as specified in its charter)

Delaware	**333-274434**	**93-3205861**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

1211 E 4th St.
Austin, Texas 78702
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **409-599-5706**

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.01 per share	TE	The New York Stock Exchange
Warrants, each whole warrant exercisable for one share of Common Stock at an exercise price of $11.50	TE WS	The New York Stock Exchange

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

Emerging growth company ☐

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

1.01 Entry into a Material Definitive Agreement

On December 29, 2025, T1 Energy Inc. (the "Company") entered into a series of transactions that, among other things, are intended to allow the Company to comply with the restrictions on energy tax credits imposed under Sections 7701(a)(51), 7701(a)(52), 45X(d)(4), 45Y(b)(1)(E) and 48E(b)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), following the enactment of the One Big Beautiful Bill Act ("OBBBA") on July 4, 2025 ("FEOC Restructuring").

As previously disclosed, the Company entered into a transaction agreement with Trina Solar (Schweiz), AG, a company organized under the laws of Switzerland ("Trina"), dated November 6, 2024 (the "Transaction Agreement"), pursuant to which the Company acquired from Trina all of the legal and beneficial ownership interests in certain entities, including T1 G1 Dallas Solar Module (Trina) LLC (f/k/a Trina Solar US Manufacturing Module 1, LLC) ("G1"). Substantially simultaneously with the Transaction Agreement, the Company entered into a consultancy agreement by and between the Company and MingXing Lin, dated November 6, 2024 (the "Consultancy Agreement").

On December 23, 2024, as previously disclosed, in connection with the consummation of the transactions contemplated by the Transaction Agreement (the "Closing"), the Company, Trina and certain of their affiliates entered into certain agreements, including the following:

- cooperation agreement, dated December 23, 2024, by and between the Company and Trina (the "Original Cooperation Agreement");
- module operational support agreement, dated December 23, 2024, by and between the Company and Trina Solar (U.S.), Inc. ("TUS") (the "Module Operational Support Agreement");
- a sales agency and aftermarket support agreement, dated December 23, 2024, by and between G1 and TUS (the "Sales Agency Agreement");
- an IP license agreement, dated as of December 23, 2024, by and between Trina Solar Co., Ltd. ("TCZ"), as licensor, and the Company, as licensee (the "IP License Agreement");
- an amended and restated trademark license agreement, dated December 23, 2024, by and between G1, as licensee and TUS, a licensor (the "Trademark License Agreement"); and
- a $150.0 million senior unsecured note due 2029 issued by the Company to Trina (the "Loan Note").

Amended and Restated Cooperation Agreement

Pursuant to the Original Cooperation Agreement, Trina was entitled, among other things, to designate for nomination up to two directors to the board of directors of the Company (the "Board"), subject to certain shareholding requirements. As part of the FEOC Restructuring, on December 29, 2025, the Company and Trina amended and restated the Cooperation Agreement to remove such appointment right. The parties also agreed to remove certain provisions related to the lock-up period with respect to the shares of common stock, par value $0.01 per share (the "Common Stock"), held by Trina, which elapsed, pursuant to the terms of the Original Cooperation Agreement, on December 23, 2025.

The above description of the Amended and Restated Cooperation Agreement is not complete and is qualified entirely by reference to the full text of the Amended and Restated Cooperation Agreement, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

IP Letter Agreement, First Amendment to IP License Agreement and Termination of Trademark License Agreement

On December 29, 2025, TCZ informed the Company that it sold and assigned all of its right, title and interest in the Licensed IP (as defined in the IP License Agreement) to Evervolt Green Energy Holding Pte Ltd., a company organized under the laws of Singapore (the "IP Buyer", and such sale, the "IP Sale"). In connection with the IP Sale, the IP Buyer has assumed TCZ's rights and obligations under the IP License Agreement (the "IP Assignment"), and the IP Buyer replaced TCZ as the licensor thereunder.

On December 29, 2025, the Company, G1, TCZ and TUS entered into a letter agreement (the "IP Letter Agreement"), pursuant to which, the parties agreed that (i) the Trademark License Agreement was terminated effective immediately, with no liability by any party, whether accrued, contingent or otherwise if the scope of the Licensed IP would otherwise capture such intellectual property by its terms, (ii) the IP License Agreement would be assigned to IP Buyer, (iii) the IP Buyer and the Company would enter into an Amended IP License Agreement (as defined below) and (iv) upon the completion of the 2025 Royalty Payment (as defined in the IP Letter Agreement), the Company, G1 and their respective affiliates would not have liability or other obligation to TCZ or its affiliates in connection with the Trademark License Agreement or the Existing IP License Agreements (as defined in the IP Letter Agreement) for fiscal year 2025. The execution of the IP Letter Agreement terminated all relationship between TCZ and the Company, with respect to licensing of intellectual property.

In connection with the IP Assignment, IP Buyer and the Company entered into an amendment to the IP License Agreement, dated as of December 29, 2025 (the "First Amendment to the IP License Agreement" and the IP License Agreement, together with the First Amendment to the IP License Agreement, "Amended IP License Agreement"). The Amended IP License Agreement remains substantially the same as the IP License Agreement, except for certain amendments, including, among other things: (i) the exclusion of intellectual property owned by a Specified Foreign Entity (as defined in the OBBBA), from the scope of Licensed IP (as defined in the IP License Agreement), (ii) updates to definitions and conforming changes to reflect the IP Sale and IP Assignment, (iii) restriction on the ability of the IP Buyer and its affiliates to sell, convey, assign or otherwise transfer any Licensed IP (as defined under the IP License Agreement) to a Specified Foreign Entity; (iv) amendments to the termination provision to remove certain termination rights and (v) certain amendments to royalty mechanics and administrative provisions.

The above descriptions of the IP Letter Agreement and First Amendment to IP License Agreement are not complete and are qualified entirely by reference to the full text of the IP Letter Agreement and First Amendment to IP License Agreement, copies of which are attached hereto as Exhibits 10.2 and 10.3, respectively, and incorporated herein by reference.

Non-IP Commercial Agreements Letter Agreement

On December 29, 2025, the Company, G1, TUS, Trina Solar Energy Development PTE. Ltd., Trina Solar (Viet Nam) Wafer Company Limited and TCZ, entered into a letter agreement (the "Non-IP Commercial Agreements Letter Agreement"), pursuant to which, the parties amended the terms of certain agreements by and among the Company, G1, TUS and other affiliates of Trina, including, among others, the Module Operational Support Agreement and the Sales Agency Agreement (collectively, the "Commercial Agreements").

The Non-IP Commercial Agreements Letter Agreement amends the Sales Agency Agreement to, among other things, make confirming changes to reflect the IP Sales and IP Assignment. The amendments under the Non-IP Commercial Agreements Letter Agreement also include updates to definitions and conforming changes to reflect the IP Sale and IP Assignment throughout the Commercial Agreements.

The above description of the Non-IP Commercial Agreements Letter Agreement is not complete and is qualified entirely by reference to the full text of the Non-IP Commercial Agreements Letter Agreement, a copy of which is attached hereto as Exhibit 10.4 and incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement

The information set forth under the heading "Payoff Letter and Sales Agency Waiver" in Item 8.01 of this Current Report on Form 8-K is incorporated by reference into this Item 1.02.

Item 8.01 Other Events

Amended and Restated Consultancy Agreement

MingXing Lin, has been serving as the Chief Strategy Officer of the Company since December 2024. On December 29, 2025, the Consultancy Agreement was amended and restated to change his title to "Consultant" and to make certain other changes clarifying his responsibilities as Consultant to the Company.

Payoff Letter and Sales Agency Waiver

Pursuant to the Transaction Agreement, (i) the Company and G1 are obligated to pay to TUS a production reservation fee of $220.0 million (the "Production Reservation Fee") and (ii) at Closing, the Company issued to Trina the Loan Note.

On December 29, 2025, the Company, Trina and TUS entered into a payoff letter (the "Payoff Letter"), pursuant to which, among other things, (i) all obligations of the Company under the Loan Note were satisfied, discharged and terminated in full, and (ii) $155.0 million of the Production Reservation Fee was satisfied, leaving $65.0 million of the Production Reservation Fee remaining outstanding as an obligation of the Company and G1. In consideration for the satisfaction, discharge and termination of the Loan Note in full and the partial discharge of the Production Reservation Fee, the Company (i) made a cash payment of $274.0 million to Trina and TUS and (ii) will issue 3,000,000 shares of its Common Stock to Trina on or around the date hereof.

On December 29, 2025, TUS and G1 also entered into a waiver agreement with respect to the Sales Agency Agreement, where TUS agreed to waive, discharge and release $34.0 million of Service Fees (as defined under the Sales Agency Agreement) payable by G1 with respect to the 2025 calendar year.

Press Release

On December 30, 2025, the Company issued a press release regarding the completion of a series of transactions intended to complete the FEOC Restructuring. A copy of the press release is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Amended and Restated Cooperation Agreement
10.2+	IP Letter Agreement
10.3	First Amendment to IP License Agreement
10.4	Non-IP Commercial Agreements Letter Agreement
99.1	Press Release
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

+ Portions of this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K.

SIGNATURES

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

T1 ENERGY INC.

Date: December 30, 2025

By: /s/ Joseph Evan Calio
Name: Joseph Evan Calio
Title: Chief Financial Officer

Exhibit 10.1

EXECUTION VERSION

AMENDED AND RESTATED COOPERATION AGREEMENT

This Amended and Restated Cooperation Agreement (this "**Agreement**"), dated as of December 29, 2025 (the "**Effective Date**"), is by and among Trina Solar (Schweiz), AG, a company organized under the laws of Switzerland (the "**Stockholder**"), and T1 Energy Inc. (f/k/a FREYR Battery, Inc.), a Delaware corporation (the "**Company**").

WHEREAS, the Company and the Stockholder have entered into a transaction agreement dated as of November 6, 2024, (the "**Transaction Agreement**"), pursuant to which, the Company has acquired from the Stockholder, directly or indirectly, certain U.S. solar manufacturing assets as further described in the Transaction Agreement (the "**Transaction**") in exchange for the Purchase Price (as defined in the Transaction Agreement), including (i) 15,437,847 newly issued shares of Company's common stock ("**Common Stock**") (the "**Initial Investment**"); and (ii) the issuance of a convertible note (the "**Convertible Note**") in the aggregate principal amount of USD 80,000,000, which is convertible into 30,440,113 shares of Common Stock subject to the terms of the Convertible Note. Capitalized but not defined terms in this Agreement shall have the meanings set forth in the Transaction Agreement;

WHEREAS, in connection with Closing, the Company and the Stockholder and the Company entered into a Cooperation Agreement dated as of December 23, 2024 ("**Original Agreement**") to grant Stockholder certain rights with respect to its share of Common Stock;

WHEREAS, on December 29, 2025 the Stockholder and the Company agreed to amend and restate the Original Agreement as set out herein;

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Stockholder and the Company agree as follows:

Section 1. Amendment and Restatement

(a) The Stockholder and the Company agree that this Agreement amends and restates the Original Agreement in its entirety.

Section 2. Cooperation.

(a) Voting. In connection with each annual meeting of stockholders of the Company at which directors of the Company are to be elected or removed following such appointment (each an "**Annual Meeting**") (and any adjournments or postponements thereof) , the Stockholder will cause all of the Common Stock that the Stockholder or any of its Affiliates (or those under common Control) has the right to vote (or to direct the vote), as of the record date for such Annual Meeting, to be present in person or by proxy for quorum purposes and to be voted at such Annual Meeting (or at any adjournment or postponement thereof) (i) in favor of each director nominated and recommended by the board of directors of the Company (the "**Board**") for election at such Annual Meeting and (ii) otherwise in accordance with the recommendations by the Board on all other nominations, proposals, resolutions, or business that may be the subject of stockholder action (including any proposal or resolution related to the removal of any director of the Board); provided, however, that the Stockholder and its Affiliates shall be permitted to vote in their sole discretion on any proposal with respect to any Extraordinary Transaction that was not initiated in breach of Section 2(b); provided, that in the event that both Institutional Shareholder Services and Glass Lewis & Co. (including any successors thereof) issue a voting recommendation that differs from the voting recommendation of the Board with respect to any Company-sponsored proposal submitted to stockholders at a shareholder meeting (other than with respect to any matter relating to the Board, including any nomination, proposal, resolution or business in connection with the nomination and election of directors to the Board, the removal of directors from the Board, the size of the Board or the filling of vacancies on the Board), the Stockholder and its Affiliates shall be permitted to vote in accordance with any such recommendation.

(b) Standstill. From the date hereof until such date as the Stockholder ceases to hold, directly or indirectly, the entire Initial Investment (the "**Standstill Period**"), the Stockholder will not, and will cause its Affiliates and its and their respective Representatives acting on their behalf (collectively with the Stockholder, the "**Restricted Persons**") to not, directly or indirectly, without the prior written consent, invitation, or authorization of the Company or the Board:

(i) acquire, or offer, or agree to acquire, by purchase or otherwise, or direct any Third Party in the acquisition of record or beneficial ownership of or economic exposure to any Voting Securities or engage in any swap or hedging transaction, or other derivative agreement of any nature with respect to any Voting Securities, in each case, if such acquisition, offer, agreement or transaction would result in the Stockholder, together with its Affiliates, having beneficial ownership of, a Net Long Position in, or aggregate economic exposure to more than nineteen and nine-tenths percent (19.9%) of the Voting Securities outstanding at such time;

(ii) alone or in concert with any one or more Third Parties, (A) call or seek to call (publicly or otherwise) a meeting of the Company's stockholders or act by written consent in lieu of a meeting (or call or seek to call for the setting of a record date therefor), (B) seek election or appointment to, or representation on, the Board or nominate or propose the nomination of, or recommend the nomination of, any candidate to the Board, (C) make or be the proponent of any stockholder proposal relating to the Company, the Board or any of its committees or support, in any forum open to any Third Party stockholder, any such proposal, (D) seek (including through any "withhold" or similar campaign) the removal of any member of the Board, (E) seek any change in the number or identity of directors of the Company or the filling of any vacancy of the Board, or (F) conduct, call for, or publicly support any other stockholder who conducts or calls for any referendum of stockholders of the Company;

(iii) engage in any "solicitation" (as such term is used in the proxy rules of the SEC, but including, notwithstanding anything to the contrary in Rule 14a-2 under the Exchange Act, solicitations of ten (10) or fewer stockholders that would otherwise be excluded from the definition of "solicitation" pursuant to Rule 14a-2(b)(2) under the Exchange Act) of one or more proxies or consents with respect to the election or removal of one or more directors of the Company or any other matter or proposal relating to the Company or become a "participant" (as such term is defined in Instruction 3 to Item 4 of Schedule 14A under the Exchange Act) in any such solicitation of proxies or consents;

(iv) disclose to any Third Party, either publicly or in a manner that would reasonably be expected to result in or require public disclosure, its voting or consent intentions or any vote as to any matter submitted to a stockholder vote during the Standstill Period (it being understood that instructing a Third Party to implement any such vote or consent in a ministerial manner in accordance with this Agreement would not be a violation of this provision), except that such disclosure may be made with respect to any Extraordinary Transaction that were not initiated in breach of this Section 2(b), or to the extent legally required or permitted by the prior written consent of the Company;

(v) make or submit to the Company or any of its Affiliates any proposal, announcement, statement or request, or offer for or relating to (with or without one or more conditions), either alone or in concert with others, any Extraordinary Transaction, either publicly or in a manner that would reasonably be expected to result in or require public disclosure by the Company or any of the Restricted Persons (it being understood that the foregoing shall not restrict the Restricted Persons from tendering shares, receiving consideration or other payment for shares, or otherwise participating in any Extraordinary Transaction on the same basis as other stockholders of the Company);

(vi) make or submit (either publicly or privately) any proposal, announcement, statement or request, either alone or in concert with others, for or with respect to (A) any change in the capitalization, capital allocation policy or dividend policy of the Company or sale, spin-off, split-off or other similar separation of one or more business units, (B) any other change to the Board or the Company's management or corporate or governance structure, (C) any waiver, amendment or modification to the Company's Amended and Restated Certificate of Incorporation or Bylaws, (D) causing the Common Stock to be delisted from, or to cease to be authorized to be quoted on, any securities exchange or (E) causing the Common Stock to become eligible for termination of registration pursuant to Section 12(g)(4) of the Exchange Act;

(vii) knowingly encourage or advise any Third Party or knowingly assist any Third Party in encouraging or advising any other Person with respect to (A) the giving or withholding of any proxy relating to, or other authority to vote, any Voting Securities or (B) conducting any type of referendum relating to the Company (including for the avoidance of doubt with respect to the Company's management or the Board), other than such encouragement or advice that is consistent with the Board's recommendation in connection with such matter, or as otherwise expressly permitted by this Agreement;

(viii) form, join, knowingly encourage or knowingly participate in or act in concert with any Group with respect to any Voting Securities, other than solely with Affiliates of the Stockholder with respect to Voting Securities now or hereafter owned by them;

(ix) enter into any voting trust, arrangement or agreement with respect to any Voting Securities, or subject any Voting Securities to any voting trust, arrangement or agreement (excluding customary brokerage accounts, margin accounts, prime brokerage accounts and the like), in each case other than (A) this Agreement, (B) solely between or among the Stockholder and its Affiliates or (C) granting any proxy in any solicitation approved by the Board and consistent with the recommendation of the Board;

(x) engage in any short sale or any purchase, sale, or grant of any option, warrant, convertible security, share appreciation right, or other similar right (including any put or call option or "swap" transaction) with respect to any security (other than any index fund, exchange-traded fund, benchmark fund or broad basket of securities) that includes, relates to, or derives any significant part of its value from a decline in the market price or value of any of the Company's securities and would, in the aggregate or individually, result in the Stockholder ceasing to have a Net Long Position in the Company;

(xi) institute, solicit or join as a party any litigation, arbitration or other proceeding against or involving the Company, any of its subsidiaries or any of its or their respective current or former directors or officers (including derivative actions); provided, however, that for the avoidance of doubt, the foregoing shall not prevent the Stockholder from (A) bringing litigation against the Company to enforce any provision of this Agreement instituted in accordance with and subject to Section 10, (B) making any counterclaim with respect to any proceeding initiated by, or on behalf of, the Company or its Affiliates against any Restricted Person, (C) bringing *bona fide* commercial disputes that do not relate to the subject matter of this Agreement, (D) exercising statutory appraisal rights, or (E) responding to or complying with validly issued legal process, or (F) bringing litigation against the Company to enforce any provision of the Transaction Agreement or any Related Agreements (as defined in the Transaction Agreement) or otherwise bringing disputes in connection with the Transaction;

(xii) make any disclosure, communication, announcement or statement, either publicly or in a manner reasonably likely to result in or require public disclosure, regarding any intent, purpose, submission, or proposal with respect to the Board, the Company, its management, policies, affairs, strategy, operations, or financial results, any of its securities or assets or this Agreement, except in a manner consistent with the provisions of this Agreement;

(xiii) enter into any negotiation, agreement, arrangement, or understanding (whether written or oral) with any Third Party to take any action that the Restricted Persons are prohibited from taking pursuant to this Section 2(b);

(xiv) enter into or maintain any economic, compensatory or pecuniary agreement, arrangement or understanding (written or oral) with any director of the Company or nominee for director of the Company;

(xv) advise, knowingly encourage, support, instruct, or influence any Person with respect to any of the matters covered by this Section 2 or with respect to the voting or disposition of any securities of the Company at any annual or special meeting of stockholders, or seek to do so; or

(xvi) make any request or submit any proposal to amend or waive any of the terms of this Agreement (including this subclause), in each case publicly or that would reasonably be expected to result in a public announcement or disclosure of such request or proposal or give rise to a requirement to so publicly announce or disclose such request or proposal;

provided, that the restrictions in this Section 2(b) shall terminate automatically upon the earliest of the following: (i) any material breach of this Agreement by the Company (including, without limitation, a failure to issue the Press Release in accordance with Section 5 upon ten (10) Business Days' written notice by the Stockholder to the Company if such breach has not been cured within such notice period, provided, that the Stockholder is not in material breach of this Agreement at the time such notice is given or prior to the end of the notice period; (ii) the Company's entry into (x) a definitive agreement with respect to any Extraordinary Transaction that, if consummated, would result in the acquisition by any Person or Group of more than fifty percent (50%) of the Voting Securities or assets having an aggregate value exceeding fifty percent (50%) of the aggregate market capitalization of the Company; and (iii) the commencement of any tender or exchange offer (by any Person or Group other than the Stockholder or its Affiliates) which, if consummated, would constitute an Extraordinary Transaction that would result in the acquisition by any Person or Group of more than fifty percent (50%) of the Voting Securities, where the Company files with the SEC a Schedule 14D-9 (or amendment thereto) that does not recommend that its stockholders reject such tender or exchange offer (it being understood that nothing herein will prevent the Company from issuing a "stop, look and listen" communication pursuant to Rule 14d-9(f) promulgated by the SEC under the Exchange Act in response to the commencement of any tender or exchange offer). Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement (including the restrictions in this Section 2(b)) will prohibit or restrict any Restricted Person from (I) making any public or private statement or announcement with respect to any Extraordinary Transaction that is publicly announced by the Company or a Third Party, (II) making any factual statement to comply with any subpoena or other legal process or respond to a request for information from any governmental authority with jurisdiction over such Restricted Person, (III) negotiating, evaluating and/or trading, directly or indirectly, in any index fund, exchange traded fund, benchmark fund which may contain or otherwise reflect the performance of, but not primarily consist of, securities of the Company, or (IV) communicating with the Company privately to any director, the Executive Chairperson of the Board, the Company's Chief Executive Officer, Chief Financial Officer or Chief Legal Officer, and its advisors and employees (in accordance with the Company's corporate guidelines and policies) regarding any matter, or privately requesting a waiver of any provision of this Agreement, as long as such private communications or requests does not or would not reasonably be expected to require public disclosure of such communications or requests by the Company or any of the Restricted Persons.

(c) Minimum Shareholding. For so long as the Credit Agreement, dated July 16, 2024, by and among G1, as borrower, HSBC Bank USA, N.A., as administrative agent and HSBC Bank USA, N.A., as collateral agent (the "**Credit Agreement**") is outstanding, the Stockholder shall hold at all times nine and nine tenth percent (9.9%) of shares of all the issued and outstanding Common Stock.

(d) Anti-Dilution Rights.

(i) Subject to applicable law, so long as the Stockholder holds securities in the Company, in the event that the Company decides to issue any new Voting Securities ("**Capital Raising Transaction**"), the Stockholder shall have the right, but not the obligation, to purchase, on the same terms and conditions as the other participants in such issuance, such number of newly issued Voting Securities, so that the Stockholder's proportionate ownership of Voting Securities following the Capital Raising Transaction will be the same as before the Capital Raising Transaction (the "**Capital Raising Anti-Dilution Right**").

(ii) The Company shall give written notice to the Stockholder (an "**Issuance Notice**") of any proposed issuance of Voting Securities, (1) in the case of an underwritten public offering or a private offering made to Qualified Institutional Buyers (as such term is defined in Rule 144A under the Securities Act) or non-U.S. Persons (as such term is defined under Rule 902(k) under the Securities Act) for resale pursuant to Rule 144A or Regulation S under the Securities Act, thirty (30) Business Days prior to the launch of such offering and (2) in all other cases, no later than twenty (20) Business Days prior to the proposed issuance date. The Issuance Notice shall set forth the following terms and conditions of the proposed issuance: (a) the number of the securities to be issued or sold and the percentage of the outstanding Voting Securities such issuance or sale would represent; (b) the class and material terms of the securities to be issued or sold; (c) the proposed issuance or sale date; and (d) the anticipated price.

(iii) The Capital Raising Anti-Dilution Right shall be exercisable by delivery of a written notice by the Stockholder to the Company no later than the fifteen (15th) Business Day following receipt of any Issuance Notice (as extended pursuant to Section 2(e)(iv), the "**Capital Raising Issuance Deadline**"), specifying the number of securities to be purchased by the Stockholder in connection with such Capital Raising Transaction, which written notice shall, except to the extent expressly contemplated by Section 2(e)(iv), constitute a binding agreement of the Stockholder to purchase such number of securities on the terms and conditions set out in the Issuance Notice (the "**Capital Raising Acceptance Notice**").

(iv) In the event that any material terms and conditions set out in the Issuance Notice, including the price and number of Voting Securities to be issued, are modified after the date of the Capital Raising Acceptance Notice, then the Company shall deliver to the Stockholder as soon as reasonably practicable after the Company agrees to such change, an updated Issuance Notice, which shall include a reasonable description of such differences and, in that case, the Capital Raising Issuance Deadline shall be seventy-two (72) hours following the date on which the Stockholder receives such updated Issuance Notice.

(v) The closing of any purchase by the Stockholder shall be consummated concurrently with the consummation of the Capital Raising Transaction; provided, that any such closing shall be extended beyond the closing of the Capital Raising Transaction to the extent necessary (1) to obtain any required approval of a Governmental Entity or (2) to the extent the Company's stockholder approval is required under the applicable stock exchange rules, in which case the Company shall use their respective reasonable best efforts to obtain any such approval(s).

(vi) If the Stockholder shall not have delivered a Capital Raising Acceptance Notice to the Company by the Capital Raising Issuance Deadline, the Stockholder shall be deemed to have waived all of its rights under this Section 2(e) with respect to the purchase of the securities in such Capital Raising Transaction, provided, however, such waiver only refers to such specific Capital Raising Transaction as indicated in the Capital Raising Acceptance Notice, and under no circumstances does it represent the Stockholder's waiver of its rights under this Section 2(e) for any future Capital Raising Transaction.

(vii) In the event that the Stockholder fails to exercise the Capital Raising Anti-Dilution Right by the Capital Raising Issuance Deadline, the Company shall thereafter be entitled during the period of ninety (90) days following Capital Raising Issuance Deadline to sell the Voting Securities not elected to be purchased by the Stockholder pursuant to this Section 2(e), (1) at a price that is not ten percent (10%) less than the price set out in the Issuance Notice and (2) upon other terms and conditions not materially more favorable in the aggregate to the purchasers of such Voting Securities than those set out in the Issuance Notice, as determined in good faith by the Board (a "**Third Party Issuance**"). In the event the Company has not sold such Voting Securities by the Capital Raising Issuance Deadline, the Company shall not thereafter issue or sell such Voting Securities without first offering such Voting Securities to the Stockholder in the manner provided pursuant to this Section 2(e). If such Third Party Issuance is subject to regulatory approval, the Capital Raising Issuance Deadline in respect of such Third Party Issuance shall be extended until the expiration of five (5) Business Days after all such approvals have been received, but in no event later than two hundred and seventy (270) days from the date of the Issuance Notice.

(viii) The provisions of this Section 2(e) shall not apply to any issuances of Voting Securities by the Company (1) to its directors or employees for compensatory purposes pursuant to an equity incentive plan approved by the Board, (2) as consideration in a *bona fide* direct or indirect merger, acquisition, strategic transaction, partnership or alliance or similar transaction that is approved by the Board or any other strategic or commercial transaction that is approved by the Board in which the Company issues Voting Securities, or (3) in connection with any pro rata stock split, combination, stock dividend, recapitalization, reorganization or any similar transaction in each case, in which the voting and economic rights of the shares of Common Stock are preserved.

(ix) Notwithstanding the foregoing, in the event the Board reasonably determines in good faith that there is a *bona fide* business need to consummate an issuance of Voting Securities promptly without first complying with this Section 2(e), the Company may issue Voting Securities to one or more Persons without first complying with the terms of Section 2(e) (such an issuance an "**Emergency Issuance**"), as promptly as is reasonably practicable following such Emergency Issuance (and in any event within ten (10) Business Days), at the Company's election, (1) the purchasers of such Voting Securities shall offer to sell to the Stockholder the portion of such purchased Voting Securities for which the Stockholder would have been entitled to subscribe had the Company complied with the foregoing provisions of this Section 2(e) or (2) the Company shall offer to issue an incremental amount of Voting Securities to the Stockholder such that following the issuance and purchase of such Voting Securities, the Stockholder's proportionate ownership of Voting Securities following the Emergency Issuance will be the same as before the Emergency Issuance, in each case, at a price no more than that paid by such purchasers and on substantially the same, and no less favorable in the aggregate, terms, with any such amendments as the Stockholder may agree to, as those applicable to such purchasers.

Section 3. Representations and Warranties of the Company. The Company represents and warrants to the Stockholder that: (i) the Company has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated by this Agreement; (ii) this Agreement has been duly and validly authorized, executed, and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and, assuming the valid execution and delivery hereof by each of the other parties, is enforceable against the Company in accordance with its terms, except as enforcement of this Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or similar laws generally affecting the rights of creditors and subject to general equity principles; (iii) the execution, delivery, and performance of this Agreement by the Company does not require the approval of the stockholders of the Company; and (iv) the execution, delivery and performance of this Agreement by the Company does not and will not (A) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Company or (B) result in any breach or violation of or constitute a default (or an event that, with notice or lapse of time or both, could constitute a breach, violation or default) under or pursuant to, result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Company is a party or by which it is bound.

Section 4. Representations and Warranties of the Stockholder. The Stockholder represents and warrants to the Company that: (a) the Stockholder has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated by this Agreement; (b) this Agreement has been duly and validly authorized, executed and delivered by the Stockholder, constitutes a valid and binding obligation and agreement of the Stockholder and, assuming the valid execution and delivery hereof by each of the other parties, is enforceable against the Stockholder in accordance with its terms, except as enforcement of this Agreement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the rights of creditors and subject to general equity principles; (c) the execution, delivery and performance of this Agreement by the Stockholder does not and will not (i) violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Stockholder or (ii) result in any breach or violation of or constitute a default (or an event that, with notice or lapse of time or both, could constitute a breach, violation or default) under or pursuant to, or result in the loss of a material benefit under, or give any right of termination, amendment, acceleration or cancellation of, any organizational document, agreement, contract, commitment, understanding or arrangement to which the Stockholder is a party or by which it is bound.

Section 5. Public Announcement. Not later than four business days following the Effective Date, the Company shall issue a press release (the "**Press Release**") and shall file with the SEC a Current Report on Form 8-K (the "**Form 8-K**") disclosing its entry into this Agreement and including a copy of this Agreement and the Press Release as exhibits thereto. The Company shall provide the Stockholder with a copy of such Form 8-K prior to its filing with the SEC and shall consider any timely comments of the Stockholder or its representatives. Neither of the Company or any of its Affiliates nor the Stockholder or any of its Affiliates shall make any public statement regarding the subject matter of this Agreement, this Agreement or the matters set forth in the Press Release, unless required by relevant NYSE or SEC rules and regulations, prior to the issuance of the Press Release without the prior written consent of the other party; provided that, nothing herein shall prohibit any public statement that is substantially consistent with previous press releases, including the Press Release, public disclosures or public statements made by the parties in compliance with this Section 5.

Section 6. Definitions. For purposes of this Agreement:

(a) the term "**Affiliate**" of any Person means another Person that directly or indirectly through one of more intermediaries Controls, is Controlled by or is under common Control with, such first Person;

(b) the term "**beneficial owner**" has the meaning set forth in Rule 13d-3 under the Exchange Act, except that a Person will also be deemed to be the beneficial owner of all shares of the Company's Common Stock that (i) such Person has the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to the exercise of any right in connection with any securities or any agreement, arrangement or understanding (whether or not in writing), regardless of when such rights may be exercised and whether they are conditional and (ii) such Person or any of such Person's Affiliates has or shares the right to vote or dispose;

(c) the term "**Business Day**" means each day that is not (i) a Saturday, Sunday, or (ii) other day on which banking institutions located in Shanghai, People's Republic of China, or Wilmington, Delaware are closed or obligated by law or executive order to close;

(d) the term "**Control**" of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of Voting Securities, by contract, or otherwise. "**Controlled**" and "**under common Control with**" have correlative meanings;

(e) the term "**Common Stock**" means the Company's common stock, par value $0.01 per share;

(f) the term "**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

(g) the term "**Extraordinary Transaction**" means any tender offer, exchange offer, merger, consolidation, acquisition, sale of all or substantially all assets, sale, spin-off, split-off or other similar separation of one or more business units, business combination, recapitalization, restructuring, reorganization, liquidation, separation, dissolution or similar extraordinary transaction involving the Company or one or more of its direct or indirect subsidiaries and joint ventures or any of their respective securities or assets, in each case, for the avoidance of doubt, excluding (i) the Transaction (including all transactions contemplated thereby and the finalization and entry into any agreements necessary to effect the Transaction); and (ii) the non-voting preferred stock issued pursuant to that certain preferred stock purchase agreement by and among the Company and certain funds and accounts managed by Encompass Capital Advisors LLC, dated November 6, 2024;

(h) the term "**G1**" means T1 G1 Dallas Solar Module (Trina) LLC, a Delaware limited liability company (f/k/a Trina Solar US Manufacturing Module 1, LLC);

(i) the term "**Governmental Entity**" means any (a) federal, state, provincial, local or other government (U.S. or non-U.S.), (b) any federal, state, provincial, local, or other governmental or supra-national entity, regulatory or administrative authority, taxing authority, agency, department, board, division, instrumentality or commission, educational agency, political party, body, or judicial or arbitral body, board, tribunal, or court (U.S. or non-U.S.), (c) any public international organization (e.g., the World Bank, the Red Cross, etc.), (d) any industry self-regulatory authority or (e) any business, entity, or enterprise owned or controlled by any of the foregoing;

(j) the term "**Group**" has the meaning set forth in Section 13(d)(3) of the Exchange Act;

(k) the term "**Net Long Position**" has the meaning set forth in Rule 14e-4 under the Exchange Act;

(l) the terms "**Person**" or "**Persons**" shall be interpreted broadly to include any individual, corporation (including not-for-profit), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature;

(m) the term "**Representatives**" means a party's Affiliates, directors, principals, members, general partners, managers, officers, employees, agents, advisors and other representatives;

(n) the term "**SEC**" means the U.S. Securities and Exchange Commission;

(o) the term "**Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

(p) the term "**Third Party**" means any Person that is not a party to this Agreement or an Affiliate thereof, a director or officer of the Company, or legal counsel to any party to this Agreement; and

(q) the term "**Transfer**" shall mean the (i) sale of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act, as amended, and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder with respect to, any security, (ii) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (iii) public announcement of any intention to effect any transaction specified in clause (i) or (ii) above.

(r) the term "**Voting Securities**" means the Common Stock and any other Company securities entitled to vote in the election of directors, or securities convertible into, or exercisable or exchangeable for, such shares or other securities, whether or not subject to the passage of time or other contingencies; provided that, as pertains to any obligation of the Stockholder or any other Restricted Person (including under Section 2(b)), "Voting Securities" will not include any securities contained in any index fund, exchange-traded fund, benchmark fund or broad basket of securities that may contain or otherwise reflect the performance of, but does not primarily consist of, securities of the Company.

Section 7. Notices. All notices, consents, requests, instructions, approvals, and other communications provided for herein and all legal process in regard to this Agreement will be in writing and will be deemed delivered given and received (a) when (x) delivered in person or (y) transmitted by email (with written confirmation of completed transmission other than any automated reply), (b) on the third business day following the mailing thereof by certified or registered mail (return receipt requested) or transmission by email, as applicable or (c) when delivered by an express courier (with written confirmation of delivery) to the parties hereto at the following addresses (or to such other address as such party may have specified in a written notice given to the other parties); provided that any notice delivered pursuant to clauses (a)(x), (b) or (c) of this Section 7 is also contemporaneously delivered to the email address of such party set forth below (for the avoidance of doubt, such email shall not in and of itself be deemed delivery given and received of such communications and legal process):

If to the Company:

T1 Energy Inc.
1211 E 4th St,
Austin, Texas 78702
Attention: Compliance Officer
E-mail: compliance-officer@t1energy.com

with a copy (which shall not constitute notice) to:

Skadden, Arps, Slate, Meagher & Flom (UK) LLP
22 Bishopsgate
London, EC2N 4BQ
Attention: Denis Klimentchenko
Danny Tricot
Email: denis.klimentchenko@skadden.com
danny.tricot@skadden.com

If to the Stockholder:

Trina Solar (Schweiz), AG
Address: No.2 Tianhe Road, Trina PV Industrial Park, Xinbei District,
Changzhou, Jiangsu, China.
Attention: hua.liu@trinasolar.com

with a copy (which shall not constitute notice) to:

Dorsey & Whitney LLP
51 West 52nd Street
New York, NY 10019-6119
Attention: Catherine X. Pan-Giordano
Anthony W. Epps
David J. Mack
Email: pan.catherine@dorsey.com
epps.anthony@dorsey.com
mack.david@dorsey.com

At any time, any party may, by notice given in accordance with this Section 7 to the other party, provide updated information for notices under this Agreement.

Section 8. Expenses. All fees, costs and expenses incurred in connection with this Agreement and all matters related to this Agreement will be paid by the party incurring such fees, costs or expenses.

Section 9. Specific Performance; Remedies; Venue; Waiver of Jury Trial.

(a) The Company and the Stockholder acknowledge and agree that irreparable injury to the other party would occur in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that such injury would not be adequately compensable by the remedies available at law (including the payment of money damages). It is accordingly agreed that the Company and the Stockholder will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity. FURTHERMORE, THE COMPANY AND THE STOCKHOLDER AGREE: (1) THE NON-BREACHING PARTY WILL BE ENTITLED TO INJUNCTIVE AND OTHER EQUITABLE RELIEF, WITHOUT PROOF OF ACTUAL DAMAGES; (2) THE BREACHING PARTY WILL NOT PLEAD IN DEFENSE THERETO THAT THERE WOULD BE AN ADEQUATE REMEDY AT LAW AND (3) THE BREACHING PARTY WAIVES THE POSTING OF A BOND OR OTHER SECURITY UNDER ANY APPLICABLE LAW, IN THE CASE THAT ANY OTHER PARTY SEEKS TO ENFORCE THE TERMS BY WAY OF EQUITABLE RELIEF.

(b) This Agreement will be governed in all respects, including validity, interpretation, and effect, by the laws of the State of Delaware without giving effect to the choice of law principles of such state. The Company and the Stockholder (i) irrevocably and unconditionally submits to the exclusive jurisdiction of the Delaware Court of Chancery (or, only if the Delaware Court of Chancery declines to accept jurisdiction over a particular matter, the federal or other state courts located in Wilmington, Delaware) for any action or proceeding based on, relating to, or arising in connection with this Agreement, (ii) agrees that it will not attempt to deny or defeat such jurisdiction by motion or other request for leave from any such court, (iii) agrees that any action or proceeding based on, relating to, or arising in connection with this Agreement or the transactions contemplated by this Agreement shall be brought, tried, and determined only in such courts, (iv) waives any claim of improper venue or any claim that those courts are an inconvenient forum and (v) agrees that it will not bring any action based on, relating to, or arising in connection with this Agreement or the transactions contemplated by this Agreement in any court other than such courts. The parties to this Agreement agree that the delivery of process or other papers based on, relating to, or arising in connection with any such action or proceeding in the manner provided in Section 7 or in such other manner as may be permitted by applicable law as sufficient service of process, shall be valid and sufficient service thereof; provided that such process or other papers based on, relating to, or arising in connection with any such action or proceeding is also contemporaneously delivered to the email address of such party set forth in Section 7 hereof (for the avoidance of doubt, such email shall not in and of itself constitute effective service of process).

(c) EACH OF THE PARTIES, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON, RELATING TO OR ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF ANY OF THEM. NO PARTY SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

Section 10. Severability. If, at any time subsequent to the Effective Date, any provision of this Agreement is held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision will be of no force and effect, but the illegality, voidness or unenforceability of such provision will have no effect upon the legality or enforceability of any other provision of this Agreement.

Section 11. Termination. This Agreement will terminate upon the earlier to occur of (i) the expiration of the Standstill Period or (ii) any material breach of this Agreement by the parties hereto upon ten (10) Business Days' written notice by the non-breaching party to the breaching party if such breach has not been cured by the end of such notice period; provided that the non-breaching party is not in material breach of this Agreement at the time such notice is given or during the notice period. Upon such termination, this Agreement shall have no further force and effect Notwithstanding anything to the contrary in the foregoing part of this Section 11, Section 6 to Section 16 shall survive termination of this Agreement, and no termination of this Agreement shall relieve any party of liability for any breach of this Agreement arising prior to such termination.

Section 12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both or all of which shall constitute the same agreement. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the avoidance of doubt, no party shall be bound by any contractual obligation to the other parties until all counterparts to this Agreement have been duly executed by each of the parties and delivered to the other parties (including by means of electronic delivery).

Section 13. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Company and the Stockholder and is not enforceable by any other Person. No party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other parties in their respective sole discretions, and any assignment in contravention hereof will be null and void.

Section 14. No Waiver. No failure or delay by any party in exercising any right or remedy under this Agreement will operate as a waiver thereof or of any breach of any provision hereof, nor will any single or partial waiver thereof preclude any other or further exercise thereof or the exercise of any other right or remedy under this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. No waiver shall be effective unless in writing, executed by the waiving party.

Section 15. Entire Understanding; Amendment. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, memoranda, arrangements, and understandings, whether written or oral, between the parties, or any of them, with respect to the subject matter of this Agreement. This Agreement may be amended only by an agreement in writing executed by the Company and the Stockholder.

Section 16. Interpretation and Construction. The Company and the Stockholder acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution of this Agreement, and that it has executed the same after having had an adequate opportunity to seek the advice of said counsel. Each party and its counsel cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties will be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation. Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguity in this Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by the Company and the Stockholder, and any controversy over any interpretation of this Agreement will be decided without regard to events of drafting or preparation. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." When a reference is made in this Agreement to any Section, Exhibit or Schedule such reference shall be to a Section, Exhibit or Schedule of this Agreement, unless otherwise expressly indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "hereof," "herein", "hereto", and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "will" shall be construed to have the same meaning as the word "shall." The word "or" is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument, law, rule or statute defined or referred to herein means, unless otherwise indicated, such agreement, instrument, law, rule or statute as from time to time amended, modified or supplemented, except that references to specified rules promulgated by the SEC shall be deemed to refer to such rules in effect as of the date of this Agreement.

[*Signature pages follow*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the parties as of the date hereof.

TRINA SOLAR (SCHWEIZ), AG

By: /s/ Vincenzo Costanzelli
Name: Vincenzo Costanzelli
Title: Authorized Signatory

[*Signature Page to Cooperation Agreement*]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized signatories of the parties as of the date hereof.

T1 ENERGY INC.

By: /s/ Daniel Barcelo
Name: Daniel Barcelo
Title: Chief Executive Officer and
Chairman of the Board of Directors

[*Signature Page to Cooperation Agreement*]

EXHIBIT A

FORM OF JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Cooperation Agreement, dated as of December 23, 2024 (the "**Cooperation Agreement**"), by and among Trina Solar (Schweiz), AG a company organized under the laws of Switzerland (the "**Stockholder**"), and T1 Energy Inc., a Delaware corporation (the "**Company**") as amended and restated on [●], 2025. Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Cooperation Agreement.

By executing this Joinder Agreement and delivering it to each of the parties to the Cooperation Agreement (and any other party who may from time to time become a signatory to the Cooperation Agreement), the undersigned hereby agrees to become a party to, to be bound by, to be subject and to comply with the terms and conditions of the Cooperation Agreement, in the same manner as if the undersigned were an original signatory to the Cooperation Agreement and to be entitled to enforce the Cooperation Agreement in its capacity as a "Stockholder" as of the date hereof for as long as the undersigned remains an Affiliate of the Stockholder.

The undersigned hereby represents, warrants and undertakes to each of the other parties to the Cooperation Agreement (and any other stockholder of the Company who may from time to time become a signatory to the Cooperation Agreement) that the representations and warranties set forth in Section 4 of the Cooperation Agreement, including any undertakings under the Cooperation Agreement, shall be deemed to be given on the date of this Joinder Agreement and shall be deemed to refer to this Joinder Agreement as well as the Cooperation Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the [●] of [●], [●].

Signature of Affiliate

Print Name of Affiliate

Street Address

Exhibit 10.2

Execution Version

December 29, 2025

Legal Department and Ailing Lv
Trina Solar Co. Ltd.
No.2 Tianhe Road, Trina PV Industrial
Park, Xinbei District,
Changzhou, Jiangsu, China

RE: Notice of Intended IP Assignment

Dear all:

This letter agreement (the "***Letter Agreement***") is made by and between T1 Energy Inc. ("***T1***") and Trina Solar Co. Ltd. ("***Trina***", and together with T1 the "***Parties***" and each individually, a "***Party***") as of the date first written above (the "***Letter Agreement Effective Date***"). Reference is made to (i) the IP License Agreement, dated December 23, 2024, by and between T1 and Trina (the "***IP License Agreement***") and (ii) the Intellectual Property License Agreement, dated July 16, 2024, by and between T1 G1 Dallas Solar Module (Trina) LLC (f/k/a Trina Solar US Manufacturing Module 1, LLC) ("***G1***") and Trina, as amended on December 23, 2024 (the "***G1 IP License Agreement***", and together with the IP License Agreement, the "***Existing IP License Agreements***"). Unless otherwise indicated herein, capitalized terms referred to herein shall have the meanings set forth in the IP License Agreement.

Trina hereby acknowledges and agrees that, pursuant to a written, binding agreement with Evervolt Green Energy Holding Pte Ltd. ("***Buyer***"), on or around the date hereof, Trina is obligated to, and to cause its Affiliates to, sell, convey, assign and otherwise transfer to Buyer or its Affiliates its and their entire right, title and interest in, to and under all Licensed IP (including, for clarity, all Intellectual Property and Materials that would have been Licensed IP at any time during the Term but for the IP Sale (as defined below)) (collectively, the "***Assigned IP***"), to be effective no later than December 29, 2025 (such time, the "***Closing***" and such transaction, the "***IP Sale***"). In connection with the IP Sale, the Parties desire to agree to the covenants and other provisions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed by the Parties, the Parties hereby agree as set forth above and as follows:

1. ***Termination of the Trademark License Agreement***. As of the Closing, the Parties hereby agree that the Amended and Restated Trademark License Agreement, dated December 23, 2024, by and between Trina Solar (U.S.), Inc. and G1 is terminated with immediate effect, with no liability by any party, whether accrued, contingent or otherwise.

2. ***Confirmation of Intent***. It is acknowledged that from December 23, 2024 until assignment of the Existing IP License Agreements to Buyer and termination of the Trademark License Agreement, as contemplated by this Letter Agreement, it has been the intent of the parties thereto that each Existing IP License Agreement and the Trademark License Agreement, respectively, would be interpreted in a manner that does not create "effective control" as defined pursuant to Sections 7701(a)(51)(D)(i)(II) and 7701(a)(51)(D)(ii) of the Internal Revenue Code of 1986, as amended (the "***Code***"), and that each party thereto exercised its rights and performed its obligations pursuant to each Existing IP License Agreement and the Trademark License Agreement accordingly.

3. ***No Effective Control and Bona Fide Sale***. At the request of T1, and as of the Closing, Trina hereby represents and warrants, on behalf of itself and its Affiliates (each, a "***Trina Party***" and collectively, the "***Trina Parties***"): (i) there are no contracts, agreements or other arrangements between Trina or its Affiliates, on one hand, and Buyer, on the other hand, which provide the Trina Parties effective control rights within the meaning of the text of Section 7701(a)(51)(D)(i)(II) and 7701(a)(51)(D)(ii) of the Code (without taking into account any guidance, interpretations, amendments or revisions thereof occurring after the date hereof) or that otherwise enable any Trina Party to exercise effective control over Buyer or its Affiliates; (ii) the IP Sale between Trina as seller and Buyer as purchaser is a "bona fide purchase or sale of intellectual property" within the meaning of the text of Section 7701(a)(51)(D)(ii)(III) of the Code (without taking into account any guidance, interpretations, amendments or revisions thereof occurring after the date hereof); (iii) the Trina Parties do not have any direct or indirect equity ownership in Buyer or any of its Affiliates; and (iv) the Trina Parties have not provided or otherwise made available, directly or indirectly, any loan, credit, or other form of debt to Buyer or any if its Affiliates.

4. ***Assignment of Existing IP License Agreements***. Effective as of the Closing, the Existing IP License Agreements will be assigned by Trina to Buyer in connection with the IP Sale. For clarity, upon such assignment, Buyer shall replace Trina as a party to such agreements (and Trina shall no longer be a party thereto). T1 hereby consents to such assignment; provided that, in accordance with Section 5.5(b) of the IP License Agreement, in no event shall any such assignment limit the rights of T1, its Affiliates or any Sublicensees thereunder or otherwise be inconsistent with the terms of the IP License Agreement.

5. ***Existing IP License Agreements Amendments***. At the request of T1, and pursuant to the IP Sale agreement between Trina and Buyer, Buyer has agreed to enter into agreements substantially similar to (i) that certain First Amendment to IP License Agreement, a form of which is attached hereto as *Annex A* (the IP License Agreement so amended, the "***Amended IP License Agreement***"), and (ii) that certain Amendment No. 2 to Intellectual Property License Agreement, a form of which is attached hereto as *Annex B* (the G1 IP License Agreement so amended, the "***Amended G1 IP License Agreement***", and together with the Amended IP License Agreement, the "***Amended IP License Agreements***"), each of which Amended IP License Agreements shall be effective as of the Closing. T1 shall countersign and enter into the Amended IP License Agreements.

6. ***Sufficiency***. As of the Closing and due to the effect of the assignment, T1 and its Affiliates shall continue to have the same rights with respect to the Assigned IP currently granted under the Existing IP License Agreements.

7. ***Payments***. The Parties acknowledge and agree that on December [29], 2025, G1 made a cash payment to Trina of (i) $8,983,501.48 with respect to Trademark Royalties (as defined in the Trademark License Agreement) under the Trademark License Agreement with respect to fiscal year 2025 and (ii) $17,098,307.03 with respect to IP Royalties (as defined in the G1 IP License Agreement) under the G1 IP License Agreement with respect to fiscal year 2025 (such payments in the forgoing (i) and (ii), the "***2025 Royalty Payment***"). Notwithstanding anything in the Trademark License Agreement or Existing IP License Agreements to the contrary, Trina acknowledges and agrees that the 2025 Royalty Payment is a full, complete and final settlement of all amounts due or otherwise payable under the Trademark License Agreement and Existing IP License Agreements for fiscal year 2025, and none of T1, G1 or their respective Affiliates will have any liability or other obligation to Trina or its Affiliates in connection with any fees, royalties or other amounts under the Trademark License Agreement or Existing IP License Agreements for fiscal year 2025.

8. ***Limitation on Liability Regarding Tax Credit Eligibility.*** The Parties acknowledge that the IP Sale is undertaken in compliance with Section 7701(a)(51) of the Code. As a result, Trina and its Affiliates shall not be held liable to T1 and its Affiliates for any actions taken in compliance with the provisions of this Agreement under contract, in tort, or otherwise, or, with respect to such actions, for any damages of any kind for any loss of any past, present, or future tax credits or benefits or potential tax credits or benefits, including without limitation those credits or benefits provided under Sections 45 and 48 of the Code. T1, as the taxpayer, retains all such risk in qualifying for any such credits or benefits.

9. ***Reservation of Rights.*** Nothing in this Letter Agreement shall limit or prejudice T1's right to bring a claim for breach of this Letter Agreement, provided that, except in the case of Trina's fraud or gross negligence, no such claim shall include damages of any kind for any loss of any past, present, or future energy tax credits imposed under Sections 7701(a)(51), 7701(a)(52), and 45X(d)(4) of the Code.

10. ***Governing Law and Jurisdiction***. This Letter Agreement (including all matters arising from, related to or in connection with this Letter Agreement) shall be governed by the laws of the State of Delaware, and the Parties agree to submit to the Court of Chancery of the State of Delaware (or, if such Court of Chancery declines to accept jurisdiction, any other state or federal court within the State of Delaware) with respect to any claim, dispute or controversy in respect of this Letter Agreement (including all matters arising from, related to or in connection with this Letter Agreement).

[*Signature Page Follows*]

Sincerely,

T1 Energy Inc.

/s/ Daniel Barcelo

Name: Daniel Barcelo
Title: Chief Executive Officer and
Chairman of the Board of Directors

T1 G1 Dallas Solar Module (Trina) LLC

/s/ Joseph Evan Calio

Name: Joseph Evan Calio
Title: President, Secretary and Treasurer

Acknowledged, Accepted and Agreed:

Trina Solar Co. Ltd.

/s/ Jifan Gao

Name: Jifan Gao
Title: Chairman

Trina Solar (U.S.), Inc.

/s/ Michael Nelson

Name: Michael Nelson
Title: Authorized Signatory

[*Signature Page to Letter Agreement re: Notice of Intended IP Assignment*]

Exhibit 10.3

EXECUTION VERSION

FIRST AMENDMENT TO IP LICENSE AGREEMENT

This **FIRST AMENDMENT TO IP LICENSE AGREEMENT** (this "***Amendment***") is entered into as of December 29, 2025 (the "***Amendment Effective Date***"), by and between Evervolt Green Energy Holding Pte Ltd. ("***Licensor***") and T1 Energy Inc. ("***Licensee***"). Licensor and Licensee are each a "***Party***" and, collectively, the "***Parties.***" Capitalized terms used but not otherwise defined herein have the meanings given to them in the IP License Agreement (as defined below).

WHEREAS, Trina Solar Co., Ltd. ("***TCZ***") and Licensee entered into that certain IP License Agreement, dated December 23, 2024 ("***IP License Agreement***");

WHEREAS, as of immediately prior to the execution of this Amendment (such time, the "***Closing***"), TCZ or its Affiliates sold, conveyed, assigned or otherwise transferred to Licensor its and their entire right, title and interest in, to and under all Licensed IP (including, for clarity, all Intellectual Property and Materials that would have been Licensed IP at any time during the Term but for the IP Sale (as defined below)) (such transaction, the "***IP Sale***");

WHEREAS, as of immediately prior to the Closing in connection with the IP Sale, TCZ assigned, transferred, granted and conveyed to Licensor all of TCZ's right, title and interest in and to the IP License Agreement and the IP License Agreement terminated as between TCZ and its Affiliates, on the one hand, and Licensee and its Affiliates, on the other hand; and

WHEREAS, the Parties wish to enter into this Amendment to amend the terms of the IP License Agreement in accordance with the terms herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed by both Parties, and intending to be legally bound hereby, the Parties agree as follows:

1. Amendments. Effective as of the Amendment Effective Date and immediately after the Closing:

   (a) The definition of "Licensed Materials" in Section 1.2 of the IP License Agreement is hereby deleted in its entirety and replaced by the following:

   "***Licensed Materials***" means all Materials that relate to the Field or to the Licensed Products and that are provided by Licensor, TCZ or either of their respective Affiliates to Licensee, any of its Affiliates or any Sublicensees in the performance of their respective obligations or exercise of their rights in connection with any of the Commercial Agreements, together with all Intellectual Property therein and with respect thereto that is owned or otherwise Controlled by Licensor or its Affiliates as of the Amendment Effective Date or at any time during the Term.

(b) The definition of "TUM 2" in Section 1.2 of the IP License Agreement is hereby deleted in its entirety and replaced by the following, which shall be inserted in alphabetical order and numbered accordingly, and all references to "TUM 2" in the IP License Agreement shall be replaced by references to "G2":

"***G2***" means T1 G2 Austin Solar Cell LLC, a Delaware limited liability company.

(c) Section 1.2 of the IP License Agreement is hereby amended to add the following definitions, to be inserted in alphabetical order and numbered accordingly:

"***Amendment Effective Date***" has the meaning set forth in the First Amendment.

"***First Amendment***" means that certain First Amendment to IP License Agreement, dated December 29, 2025, by and between Licensor and Licensee.

(d) Section 1.2 of the IP License Agreement is hereby amended to delete those definitions that are not used in the IP License Agreement as a result of this Amendment.

(e) Section 2.1 of the IP License Agreement is hereby amended to delete the clauses that state "otherwise to receive any services provided by Licensor or its Affiliates under the Commercial Agreements" in their entirety and replaced such clauses with the following:

otherwise to receive any services provided by Licensor, TCZ or either of their respective Affiliates under the Commercial Agreements

(f) The following sentence is hereby deleted from Section 2.2 of the IP License Agreement:

For clarity, in the event that the IP Sublicense Agreement is terminated, this Agreement shall terminate in accordance with the terms hereof.

(g) Section 2.3 of the IP License Agreement is hereby deleted in its entirety and replaced by the following:

[Reserved].

(h) The following is hereby added as Section 2.6 of the IP License Agreement:

2.6 No Specified Foreign Entity IP. Notwithstanding anything to the contrary herein, the Parties hereby acknowledge and agree that: (a) the Licensed IP and any Third-Party Software expressly excludes any and all Intellectual Property and Materials owned by a specified foreign entity, as defined pursuant to Section 7701(a)(51)(B) and Section 7701(a)(51)(C) of the Internal Revenue Code of 1986, as amended ("***Specified Foreign Entity***") (such Intellectual Property and Materials, "***Specified Foreign Entity IP***") and (b) in no event shall any license granted to Licensee hereunder be interpreted to include rights to any Specified Foreign Entity IP.

(i) Section 4.2(d) of the IP License Agreement is hereby amended to delete the second through the fourth sentences and replace them with the following:

To the extent the judgment or settlement does not specify what portion of the amount paid reflects Licensee's damages, the Parties will negotiate in good faith to determine the allocation, and if the Parties are unable to resolve the disagreement, either Party may seek resolution in accordance with ARTICLE IX herein.

(j) The following is hereby added as clause (f) of Section 5.6 of the IP License Agreement:

not, and shall cause its Affiliates not to, sell, convey, assign or otherwise transfer, directly or indirectly, any Licensed IP to a Specified Foreign Entity.

(k) Section 5.7 of the IP License Agreement is hereby amended to delete the language preceding clause (a) in its entirety and replace such language with the following:

To the extent Licensor, any of its Affiliates, TCZ or any of its Affiliates (in connection with the Commercial Agreements) or G1 utilizes any Software owned by a Third Party ("***Third-Party Software***") in the operation of any Approved Facility and, after the Closing Date the licensee of such Third-Party Software is Licensor or an Affiliate of Licensor, or TCZ or any of its Affiliates, then Licensor shall

(l) Section 5.8 of the IP License Agreement is hereby deleted in its entirety and replaced by the following:

[Reserved].

(m) Clause (a) in Section 6.2 of the IP License Agreement is hereby deleted in its entirety and replaced by the following:

(a) the combination of Licensed IP with content, materials, products or services provided by Licensee or Third Parties (other than TCZ and its Affiliates) that is not at the direction of Licensor or TCZ or their Affiliates or in compliance with Licensor's or TCZ's or its Affiliates' instructions and Licensor or TCZ or any of their Affiliates does not and should not reasonably expect such combination to occur, where the use of Licensed IP alone in the absence of such combination would be non-infringing,

(n) Clause (i) in Section 6.4(c) of the IP License Agreement is hereby deleted in its entirety and replaced by the following:

(i) obtain a license or grant of rights under (unless the owner of such Intellectual Property is a Specified Foreign Entity, in which case, Licensor shall acquire ownership of) the Intellectual Property that has been infringed or is alleged to be infringed, or other functionally equivalent Intellectual Property agreed upon by Licensee, which rights shall be no less favorable to Licensee than the terms hereof,

(o) Each of Sections 8.2(a)(iii) and 8.2(a)(iv) of the IP License Agreement is hereby deleted in its entirety and replaced by the following:

[Reserved].

(p) Section 10.4 of the IP License Agreement is hereby amended to delete the notice information for Licensor and replace it with the following:

Tan Chin Piaw
Director, Evervolt Green Energy Holding Pte Ltd.
18, Boon Lay Way, #06-107, Trade Hub 21, Singapore 609966
simon@evervolt.in

(q) Schedule A (Licensed Patents) of the IP License Agreement is hereby amended to delete the "Owner" column in its entirety.

(r) The following is hereby be added to Schedule D (Royalties) of the IP License Agreement as Section 1(d) thereto:

(d) Notwithstanding anything to the contrary herein, Licensee shall not be obligated to make any payments under this Agreement, and no IP Royalties shall be payable, with respect to Solar Modules that are not Covered by, and do not otherwise use or incorporate, any Licensed IP. For the avoidance of doubt, all Solar Modules branded with Trina Trademarks and sold by G1 in the Territory, including any Solar Modules sold by G1 under the Current Offtake Agreements (as defined in the Sales Agency Agreement) but excluding that certain Fixed Margin Supply Contract made as of November 14, 2025 by and between G1 and TUS (the "***Fixed Margin Contract***"), shall be deemed to be Covered by Licensed IP for purposes of this Schedule D.

(s) The following is hereby added to Schedule D (Royalties) of the IP License Agreement as Section 1(e) thereto:

(e) Notwithstanding anything to the contrary herein, Licensee shall not be obligated to make any payments under this Agreement, and no IP Royalties shall be payable, with respect to any sales pursuant to the Fixed Margin Contract.

(t) The definition of "Annual Commission and Royalty Cap" set forth on Schedule D (Royalties) of the IP License Agreement is hereby deleted in its entirety and replaced by the following:

"***Annual Commission and Royalty Cap***" means an aggregate cap per calendar year of two hundred million dollars ($200,000,000) for (i) all payments with respect to the Initial IP Royalties hereunder and (ii) Commissions (as such term is defined in the Sales Agency Agreement) payable pursuant to the Sales Agency Agreement.

(u) The IP License Agreement is hereby amended to delete all references to the Commercial Agreements and the Transaction Agreement, other than in Section 1.2(k) and 2.1 (as amended herein).

2. Name Change Acknowledgment. The Parties acknowledge and agree that as a result of their name changes, in the IP License Agreement, all references to FREYR Battery, Inc. or FREYR shall be replaced with references to Licensee and all references to Trina Solar US Manufacturing Module 1, LLC or TUM 1 shall be replaced with references to T1 G1 Dallas Solar Module (Trina) LLC ("***G1***").

3. Limited Effect. Except as expressly modified by this Amendment, all terms and conditions of the IP License Agreement shall continue in full force and effect.

4. Entire Agreement. This Amendment and the IP License Agreement, together with all Exhibits, Schedules and attachments and any other documents incorporated by reference, constitute the sole and entire agreement of the Parties with respect to the subject matter of the IP License Agreement, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

5. Governing Law; Jurisdiction. Section 9.1 of the IP License Agreement is hereby incorporated by reference, *mutatis mutandis*.

6. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

LICENSOR

EVERVOLT GREEN ENERGY HOLDING PTE LTD.

Signature: /s/ Tan Chin Piaw
Name: Tan Chin Piaw
Title: Director

[*Signature Page to First Amendment to IP License Agreement*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

LICENSEE

T1 ENERGY INC.

Signature: /s/ Daniel Barcelo
Name: Daniel Barcelo
Title: Chief Executive Officer and
Chairman of the Board of Directors

[*Signature Page to First Amendment to IP License Agreement*]

Exhibit 10.4

Execution Version

December 29, 2025

Trina Solar (U.S.), Inc.
7100 Stevenson Boulevard
Fremont, CA 94538
haifeng.cao@trinasolar.com
steve.liang@trinasolar.com

Trina Solar Energy Development PTE. Ltd.
c/o Trina Solar (U.S.), Inc.
7100 Stevenson Boulevard
Fremont, CA 94538
jin.hou@trinasolar.com

Trina Solar (Viet Nam) Wafer Company Limited
c/o Trina Solar (U.S.), Inc.
7100 Stevenson Boulevard
Fremont, CA 94538
huaiyou.li@trinasolar.com

Trina Solar Co. Ltd.
No.2 Tianhe Road, Trina PV Industrial Park, Xinbei District,
Changzhou, Jiangsu, China
kevin.he@trinasolar.com

With a copy to:
Dorsey & Whitney LLP
51 West 52nd Street
New York, NY 10019-6119
United States
pan.catherine@dorsey.com
and maler.kevin@dorsey.com

RE: Amendment of Non-IP Commercial Agreements and Confirmation of Intent under Non-IP Commercial Agreements

Dear all:

1. INTRODUCTION

1.1 This letter agreement (the "Letter Agreement") is entered into by and among (i) T1 Energy Inc. (f/k/a/ FREYR Battery, Inc.) ("T1"), (ii) T1 G1 Dallas Solar Module (Trina) LLC (f/k/a Trina Solar US Manufacturing Module 1, LLC) ("G1"), (iii) Trina Solar (U.S.), Inc. ("TUS"), (iv) Trina Solar Energy Development PTE. Ltd. ("TED") and (v) Trina Solar (Viet Nam) Wafer Company Limited ("TVNW", and together with TED and TUS, the "Trina Parties" and Trina Parties together with T1 and G1, the "Parties" and each individually, a "Party") as of December 29, 2025 (the "Effective Date").

1.2 Reference is made to (i) the Module Operational Support Agreement dated December 23, 2024, by and between T1 and TUS (the "Module Operational Support Agreement"); (ii) Sales Agency and Aftermarket Support Agreement dated December 23, 2024, by and between G1 and TUS (the "Sales Agency Agreement"); (iii) Amended and Restated Sales Agreement (Solar Cells) dated December 23, 2024, by and between G1 and TED (the "Solar Cells Sales Agreement"); (iv) the Amended and Restated Sales Agreement (Polysilicon) dated December 23, 2024, by and between G1 and TVNW (the "Polysilicon Sales Agreement"), (v) the Amended and Restated Supply Contract dated December 23, 2024, by and between G1 and TUS (the "TUS Offtake Agreement") and (vi) the Fixed Margin Supply Contract dated November 14, 2024, by and between G1 and TUS (the "Fixed Margin Supply Contract", together with the Module Operational Support Agreement, the Sales Agency Agreement, the Solar Cells Sales Agreement, the Polysilicon Sales Agreement and the TUS Offtake Agreement, the "Non-IP Commercial Agreements").

1.3 Further reference is made to (i) the IP License Agreement, dated December 23, 2024, by and between T1 and Trina Solar Co. Ltd. ("Trina" and such agreement, the "IP License Agreement"), (ii) the Intellectual Property License Agreement, dated July 16, 2024, by and between G1 and Trina, as amended on December 23, 2024 (the "G1 IP License Agreement", and together with the IP License Agreement, the "Existing IP License Agreements") and (iii) the Amended and Restated Trademark License Agreement dated December 23, 2024, by and between G1 and Trina (the "Trademark License Agreement"). Unless otherwise indicated herein, capitalized terms referred to herein shall have the meanings set forth in the IP License Agreement.

1.4 On December 29, 2025, Trina entered into a written and binding agreement with Evervolt Green Energy Holding Pte Ltd ("IP Buyer"), pursuant to which on December 29, 2025, Trina sold, conveyed, assigned and otherwise transferred to IP Buyer or its Affiliates its and their entire right, title and interest in, to and under all Licensed IP (including, for clarity, all Intellectual Property and Materials that would have been Licensed IP at any time during the Term but for the IP Sale) (the "IP Sale").

1.5 On December 29, 2025, Trina assigned the Existing IP License Agreements to IP Buyer, and IP Buyer accepted such assignment (the "Assignment"). Upon the Assignments, IP Buyer replaced Trina as a party to the Existing IP License Agreements and Trina was removed as a party from the Existing IP License Agreements.

1.6 On December 29, 2025, G1 and Trina terminated the Trademark License Agreement (the "Termination").

1.7 On July 4, 2025, the One Big Beautiful Bill Act (the "OBBBA") was enacted, which introduced certain restrictions on energy tax credits imposed under Sections 7701(a)(51), 7701(a)(52), 45X(d)(4), 45Y(b)(1)(E) and 48E(b)(6) of the Internal Revenue Code of 1986, as amended (the "Code").

1.8 In connection with the entry into force of the OBBBA, the Parties desire to clarify the interpretation of, and if necessary amend, the Non-IP Commercial Agreements with respect to the effective control provisions set out in Section 7701(a)(51)(D)(i)(II) of the Code (the "Effective Control Restrictions").

1.9 In connection with the IP Sale, the Assignment, the Termination and the Effective Control Restrictions implementation, the Parties desire to agree to the covenants and other provisions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed by the Parties, the Parties hereby agree as follows:

1.10 The Parties acknowledge and agree that as a result of their name changes, in each Non-IP Commercial Agreement, all references to FREYR Battery, Inc. or FREYR shall be replaced with references to T1 and all references to Trina Solar US Manufacturing Module 1, LLC or TUM 1 shall be replaced with references to G1.

2. AMENDMENTS TO THE MODULE OPERATIONAL SUPPORT AGREEMENT

2.1 Definitions. The definitions of (i) Amended IP License Agreement, (ii) IP License Agreement, (iii) Trademark License Agreement (iv) IP Sublicense Agreement and (v) Solar Wafer Sales Agreement are hereby removed in their entirety from the Module Operational Support Agreement.

2.2 Definitions. The definition of Commercial Agreements is hereby removed in its entirety from the Module Operational Support Agreement and replaced by the following:

" "**Commercial Agreements**" means (i) this Agreement; (ii) the Solar Cells Sales Agreement; (iii) the Polysilicon Sales Agreement; (iv) the Sales Agency Agreement; (v) the TUS Offtake Agreement, (vi) the Solar Cells Operational Support Agreement and (vii) the Fixed Margin Supply Contract."

2.3 Definitions. The following definition is hereby added to the Module Operational Support Agreement in its appropriate alphabetical position:

" "**Fixed Margin Supply Contract**" means the Fixed Margin Supply Contract dated November 14, 2025, by and between G1 as supplier and Service Provider as the purchaser."

2.4 Definitions. The definition of TUM 2 is hereby removed in its entirety from the Module Operational Support Agreement and replaced by the following, which shall be moved to its appropriate position alphabetically, and all references to TUM 2 in the Module Operational Support Agreement shall be replaced with references to G2:

" "**G2**" means T1 G2 Austin Solar Cell LLC, a Delaware limited liability company."

2.5 Section 6.1 of the Module Operational Support Agreement. Section 6.1 of the Module Operational Support Agreement is hereby removed in its entirety and replaced by the following:

"6.1 **Service Fees**. In consideration for the Services rendered for each calendar year during the Term, Manufacturer shall pay to Service Provider an annual fee equal to five percent (5%) of the Adjusted EBITDA for the relevant calendar year in which the Services are performed (the "**Service Fee**"). The Parties agree the Service Fee provides partial consideration for the performance of Service Provider's obligations under this Agreement and, in addition, provides partial consideration for the rights granted under the other Commercial Agreements. For the avoidance of doubt, Service Provider may allocate the Service Fees as consideration amongst the Commercial Agreements in its sole discretion. Notwithstanding the foregoing, as Service Provider will have substantial advance cost and expenses to prepare for providing the Services, Services Fee shall be paid to the Service Provider regardless of whether Services are rendered by Service Provider to Manufacturer hereunder."

3. AMENDMENTS TO THE SALES AGENCY AGREEMENT

3.1 Definitions. The definitions of (i) IP License Agreement, (ii) Trademark License Agreement, (iii) IP Sublicense Agreement, (iv) Solar Wafer Sales Agreement and (v) Trina Licensed Trademarks are hereby removed in their entirety from the Sales Agency Agreement.

3.2 Definitions. The definition of Amended IP License Agreement is hereby removed in its entirety from the Sales Agency Agreement and replaced with IP License Agreement and all references to Amended IP License Agreement shall be replaced with IP License Agreement:

" "**IP License Agreement**" means the Intellectual Property License Agreement between Evervolt Green Energy Holding Pte Ltd, as permitted assignee of TCZ (the "**Licensor**") and G1 dated July 16, 2024, as amended from time to time, including on December 23, 2024 and December 29, 2025."

3.3 Definitions. The definition of Annual Commission and Royalty Cap is hereby removed in its entirety from the Sales Agency Agreement and replaced by the following:

" "**Annual Commission and Royalty Cap**" means an aggregate cap per calendar year of two hundred million dollars ($200,000,000) for all payments by G1 (i) pursuant to the IP License Agreement with respect to the Initial IP Royalties (as such term is defined in the IP License Agreement) and (ii) of Commissions payable pursuant to this Agreement."

3.4 Definitions. The definition of Commercial Agreements is hereby removed in its entirety from the Sales Agency Agreement and replaced by the following:

" "**Commercial Agreements**" means (i) this Agreement; (ii) the Solar Cells Sales Agreement; (iii) the Polysilicon Sales Agreement; (iv) the Module Operational Support Agreement; (v) the TUS Offtake Agreement, (vi) the Solar Cells Operational Support Agreement and (vii) the Fixed Margin Supply Contract."

3.5 Definitions. The definition of Covered Products is hereby amended by adding the following at the end:

"At T1's written request, the Parties will cooperate, discuss and work in good faith to identify a solution to include Solar Modules branded solely with the T1 Trademark in the definition of Covered Products."

3.6 Definitions. The definition of Current Offtake Agreements is hereby removed in its entirety from the Sales Agency Agreement and replaced by the following:

" "**Current Offtake Agreements**" means the TUS Offtake Agreement, the RWE Offtake Agreement and the Fixed Margin Supply Contract, provided that nothing herein shall modify the terms of any such agreement."

3.7 Definitions. The definition of TUM 2 is hereby removed in its entirety from the Sales Agency Agreement and replaced by the following, which shall be moved to its appropriate position alphabetically, and all references to TUM 2 in the Sales Agency Agreement shall be replaced with references to G2:

" "**G2**" means T1 G2 Austin Solar Cell LLC, a Delaware limited liability company."

3.8 Definitions. The following definition is hereby added to the Sales Agency Agreement in its appropriate alphabetical position:

" "**Fixed Margin Supply Contract**" means the Fixed Margin Supply Contract dated November 14, 2025, by and between G1 as supplier and TUS as the purchaser."

3.9 Definitions. The definition of Intellectual Property is hereby removed in its entirety from the Sales Agency Agreement and replaced by the following:

" "**Intellectual Property**" means any and all intellectual property, industrial property rights and rights in confidential information of every kind and description throughout the world, including all U.S. and foreign (i) patents, patent applications, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, (ii) trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing (including all registrations and applications for registration of the foregoing) ("**Trademarks**"), (iii) copyrights (including all registrations, applications for registration and renewal rights) and copyrightable subject matter, (iv) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing, (v) trade secrets and all other confidential information, ideas, know-how, inventions, proprietary processes, formulae, models, and methodologies, (vi) rights of publicity, privacy, and rights to personal information, (vii) moral rights and rights of attribution and integrity and (viii) all rights in the foregoing and in other similar intangible assets."

3.10 Section 3.6(i) of the Sales Agency Agreement. The following sentences are added to the end of Section 3.6(i) of the Sales Agency Agreement:

"Notwithstanding the foregoing or any contrary term in any Commercial Agreement, (i) TUS's obligation to provide Aftermarket Support Services and the Product Warranty shall not apply to, any Solar Modules that are not Covered Products; and (ii) G1 is responsible for any breach or alleged breach of the Product Warranty to the extent caused by or attributable to Intellectual Property that is developed or owned by G1 or its Affiliates (whether solely or jointly with third parties) or that is licensed from a third party, other than the Licensed IP under the IP License Agreement, including any costs incurred by the Warranty Provider or TUS."

3.11 Section 6.3 of the Sales Agency Agreement. Section 6.3 of the Sales Agency Agreement is hereby removed in its entirety and replaced by the following:

" "**Allocation of Services Fees**. The Parties agree the Services Fees provide partial consideration for the performance of TUS' obligations under this Agreement and, in addition, provides partial consideration for the rights granted under the Commercial Agreements. For the avoidance of doubt, TUS may allocate the Services Fees to the Commercial Agreements in its sole discretion."

3.12 Section 6.5 of the Sales Agency Agreement. Section 6.5 of the Sales Agency Agreement is hereby removed in its entirety and replaced by the following:

" "**Limitations on Commissions**. The Commissions due under Section 6.1 are subject to the Annual Commission and Royalty Cap. G1 shall have no obligation to pay any invoice issued by (i) TUS under Section 6.4(i) or 6.4(ii) or 6.4(iii) under this Agreement or (ii) Licensor under the IP License Agreement to the extent that the aggregate amount of all invoices issued with respect to Commissions or Royalties for any calendar year exceeds the Annual Commission and Royalty Cap (any such invoice in (i) or (ii) in excess of the Annual Commission and Royalties Cap, an "**Excess Invoice**"). Promptly upon becoming aware of any Excess Invoice, G1 shall notify TUS and Licensor in writing (email sufficient) providing reasonable evidence that the Annual Commission and Royalty Cap has been met or exceeded. TUS and Licensor shall promptly cancel any Excess Invoices, in whole or with respect to the part of such invoice that exceeds the Annual Commission and Royalty Cap, and shall not issue any invoices with respect to the Commissions or Royalties with respect to the applicable calendar year. If G1 becomes aware it has paid any amount in excess of the Annual Commission and Royalty Cap during any calendar year to TUS or Licensor, it shall promptly notify TUS and Licensor in writing setting out the amount of such payment ("**Excess Amount**"), including reasonable detail of its calculations ("**Excess Notice**"). Within ten (10) Business Days of such Excess Notice TUS or Licensor shall pay the Excess Amount to G1 in immediately available funds. For the avoidance of doubt, the Annual Commission and Royalties Cap shall apply to all Commissions or Royalties with respect to any calendar year, even if such amount becomes due during a following calendar year."

3.13 Section 9 of the Sales Agency Agreement. Section 9 of the Sales Agency Agreement is hereby removed in its entirety and replaced by the following:

"[Reserved]."

3.14 For the avoidance of doubt, all terms and conditions of the Product Warranty (as defined under the Sales Agency Agreement) shall continue in full force and effect and Trina shall continue to provide the Product Warranty for all Covered Products pursuant to the terms and conditions thereunder, as amended by this Letter Agreement.

4. AMENDMENTS TO THE SOLAR CELLS SALES AGREEMENT

4.1 Definitions. The definitions of (i) Amended IP License Agreement, (ii) IP License Agreement, (iii) Trademark License Agreement (iv) IP Sublicense Agreement and (iv) Solar Wafer Sales Agreement are hereby removed in their entirety from the Solar Cells Sales Agreement.

4.2 Definitions. The definition of Commercial Agreements is hereby removed in its entirety from the Solar Cells Sales Agreement and replaced by the following:

" "**Commercial Agreements**" means (i) this Agreement; (ii) the Module Operational Support Agreement; (iii) the Polysilicon Sales Agreement; (iv) the Sales Agency Agreement; (v) the TUS Offtake Agreement, (vi) the Solar Cells Operational Support Agreement and (vii) the Fixed Margin Supply Contract."

4.3 Definitions. The following definition is hereby added to the Solar Cells Sales Agreement in its appropriate alphabetical position:

" "**Fixed Margin Supply Contract**" means the Fixed Margin Supply Contract dated November 14, 2025, by and between Buyer as supplier and TUS as purchaser."

4.4 Definitions. The definition of TUM 2 is hereby removed in its entirety from the Solar Cells Sales Agreement and replaced by the following, which shall be moved to its appropriate position alphabetically, and all references to TUM 2 in the Solar Cells Sales Agreement shall be replaced with references to G2:

" "**G2**" means T1 G2 Austin Solar Cell LLC, a Delaware limited liability company."

5. AMENDMENTS TO THE POLYSILICON SALES AGREEMENT

5.1 Definitions. The definitions of (i) Amended IP License Agreement, (ii) IP License Agreement, (iii) Trademark License Agreement (iv) IP Sublicense Agreement, (v) Solar Wafer Sales Agreement and (vi) TUM 2 are hereby removed in their entirety from the Polysilicon Sales Agreement.

5.2 Definitions. The definition of Commercial Agreements is hereby removed in its entirety from the Polysilicon Sales Agreement and replaced by the following:

" "**Commercial Agreements**" means (i) this Agreement; (ii) the Solar Cells Sales Agreement; (iii) the Module Operational Support Agreement; (iv) the Sales Agency Agreement; (v) the TUS Offtake Agreement, (vi) the Solar Cells Operational Support Agreement and (vii) the Fixed Margin Supply Contract."

5.3 Definitions. The following definition is hereby added to the Polysilicon Sales Agreement in its appropriate alphabetical position:

" "**Fixed Margin Supply Contract**" means the Fixed Margin Supply Contract dated November 14, 2025, by and between Seller as supplier and TUS as purchaser."

6. AMENDMENTS TO THE TUS OFFTAKE AGREEMENT

6.1 Definitions. The definitions of (i) Amended IP License Agreement, (ii) IP License Agreement, (iii) Trademark License Agreement, (iv) IP Sublicense Agreement and (iv) Solar Wafer Sales Agreement are hereby removed in their entirety from the TUS Offtake Agreement.

6.2 Definitions. The definition of Commercial Agreements is hereby removed in its entirety from the TUS Offtake Agreement and replaced by the following:

" "**Commercial Agreements**" means (i) this Contract; (ii) the Solar Cells Sales Agreement; (iii) the Polysilicon Sales Agreement; (iv) the Module Operational Support Agreement; (v) the Sales Agency Agreement; (vi) the Solar Cells Operational Support Agreement and (vii) the Fixed Margin Supply Contract."

6.3 Definitions. The following definition is hereby added to the TUS Offtake Agreement in its appropriate alphabetical position:

" "**Fixed Margin Supply Contract**" means the Fixed Margin Supply Contract dated November 14, 2025, by and between Supplier as supplier and Buyer as purchaser."

6.4 Definitions. The definition of TUM 2 is hereby removed in its entirety from the TUS Offtake Agreement and replaced by the following, which shall be moved to its appropriate position alphabetically, and all references to TUM 2 in the TUS Offtake Agreement shall be replaced with references to G2:

" "**G2**" means T1 G2 Austin Solar Cell LLC, a Delaware limited liability company."

7. AMENDMENTS TO THE FIXED MARGIN SUPPLY CONTRACT

7.1 Definitions. The definitions of (i) Amended IP License Agreement, (ii) IP License Agreement, (iii) Trademark License Agreement and (iv) IP Sublicense Agreement are hereby removed in their entirety from the Fixed Margin Supply Contract.

7.2 Definitions. The definition of Commercial Agreements is hereby removed in its entirety from the Fixed Margin Supply Contract and replaced by the following:

" "**Commercial Agreements**" means (i) this Contract; (ii) the Solar Cell Sales Agreement; (iii) the Polysilicon Sales Agreement; (iv) the Module Operational Support Agreement; (v) the Sales Agency Agreement; (vi) the Amended and Restated Offtake Agreement and (vii) the Solar Cells Operational Support Agreement."

7.3 Definitions. The following definition is hereby added to the Fixed Margin Supply Contract in its appropriate alphabetical position:

" "**Solar Cells Operational Support Agreement**" means the Solar Cells Operational Support Agreement, to be executed between the Buyer, as service provider, and T1, as manufacturer."

8. CONFIRMATION OF INTENT

8.1 From December 23, 2024 until the termination or expiration of each Non-IP Commercial Agreement, none of the terms and provisions of the Non-IP Commercial Agreements have been intended to, and shall not be interpreted to, provide Trina Parties the rights that would contradict the Effective Control Restrictions.

8.2 To the extent that, contrary to the provisions of Section 8.1 above, any term or provision of any of the Non-IP Commercial Agreements is interpreted by a Governmental Authority of competent jurisdiction in a manner that contravenes the Effective Control Restrictions, the Parties hereby agree that each such term or provision is hereby deleted to the extent necessary (but only to the minimum extent necessary) to remove such contravention.

9. MISCELLANEOUS

9.1 Limited Effect. Except as expressly modified by this Letter Agreement, all terms and conditions of the Non-IP Commercial Agreements shall continue in full force and effect.

9.2 Entire Agreement. This Letter Agreement and the Non-IP Commercial Agreements, together with all Exhibits, Schedules and attachments and any other documents incorporated by reference, constitute the sole and entire agreement of the Parties with respect to the subject matter of the Non-IP Commercial Agreements, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

9.3 This Letter Agreement (including all matters arising from, related to or in connection with this Letter Agreement) shall be governed by the laws of the State of Delaware, and the Parties agree to submit to the Court of Chancery of the State of Delaware (or, if such Court of Chancery declines to accept jurisdiction, any other state or federal court within the State of Delaware) with respect to any claim, dispute or controversy in respect of this Letter Agreement (including all matters arising from, related to or in connection with this Letter Agreement).

9.4 Sections 17.1, 17.2, 17.4, 17.5, 17.8, 17.9 and 17.10 of the Sales Agency Agreement are incorporated by reference to this Letter Agreement, *mutatis mutandis*.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Parties have caused this Letter Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

T1 ENERGY INC.

Signature: /s/ Daniel Barcelo
Name: Daniel Barcelo
Title: Chief Executive Officer and
Chairman of the Board of Directors

[Signature Page to Letter Agreement – Non-IP Commercial Agreements]

IN WITNESS WHEREOF, the Parties have caused this Letter Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

T1 G1 DALLAS SOLAR MODULE (TRINA) LLC

Signature: /s/ Joseph Evan Calio
Name: Joseph Evan Calio
Title: President, Secretary and Treasurer

[Signature Page to Letter Agreement – Non-IP Commercial Agreements]

IN WITNESS WHEREOF, the Parties have caused this Letter Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

TRINA SOLAR (U.S.), INC.

Signature: /s/ Michael Nelson
Name: Michael Nelson
Title: Authorized Signatory

[Signature Page to Letter Agreement – Non-IP Commercial Agreements]

IN WITNESS WHEREOF, the Parties have caused this Letter Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

TRINA SOLAR ENERGY DEVELOPMENT PTE. LTD.

Signature: /s/ Mingxing Lin
Name: Mingxing Lin
Title: Authorized Signatory

[Signature Page to Letter Agreement – Non-IP Commercial Agreements]

IN WITNESS WHEREOF, the Parties have caused this Letter Agreement to be executed as of the date first written above by their respective representatives thereunto duly authorized.

TRINA SOLAR (VIET NAM) WAFER COMPANY LIMITED

Signature: /s/ Jibing Zhang
Name: Jibing Zhang
Title: Authorized Signatory

[Signature Page to Letter Agreement – Non-IP Commercial Agreements]

Update on T1 Energy FEOC Compliance Efforts

Strategic Transactions Lay Groundwork for T1 Energy to Deliver FEOC Compliant Solar Modules to Customers in 2026 and Beyond

AUSTIN, Texas and NEW YORK, December 30, 2025 (GLOBE NEWSWIRE) -- T1 Energy Inc. (NYSE: TE) ("T1," "T1 Energy," or the "Company") announced that today it has concluded a series of transactions with Trina Solar and other parties intended to allow T1 to continue its eligibility in 2026 for Section 45X tax credits. These transactions are a result of several months of detailed compliance efforts, capital raising, debt repayment, intellectual property restructuring, and other key agreements, carried out for the purpose of complying with the One Big Beautiful Bill Act ("OBBBA") requirements to not become a prohibited foreign entity (commonly referred to as a "Foreign Entity of Concern," or "FEOC").

"Looking to 2026 and beyond, we expect to continue executing our strategy to manufacture FEOC-compliant, high-domestic content, high efficiency, and technologically advanced solar energy products for our customers," said Chairman and CEO Dan Barcelo. "We plan to give our customers what they want: domestic solar modules from a traceable and reliable solar supply chain."

T1 would like to provide an update on how the Company has addressed major FEOC compliance requirements.

Equity

Trina Solar's equity holdings have never exceeded the 25% FEOC equity limits under the OBBBA. In addition, to further bolster the Company's compliance position, T1 has amended its certificate of incorporation to provide certain limits on FEOC equity ownership.

Debt

T1 Energy raised significant capital in late 2025 and has used some of that capital (together with shares of Common Stock) to make a substantial debt repayment to Trina Solar. As a result, the percentage of T1 debt held by Trina Solar is below the FEOC compliance threshold set by the OBBBA.

Appointment of Covered Officers

T1 and Trina Solar have entered into an agreement that removes Trina Solar's previous right to appoint a covered officer.

Effective Control

After careful analysis and diligence, T1 does not believe it has any agreements that would render T1 a FEOC pursuant to OBBBA "effective control" provisions.

Intellectual Property

T1 previously licensed certain patents and other intellectual property from Trina Solar. Trina Solar recently sold that intellectual property to Evervolt Green Energy Holding Pte Ltd. ("Evervolt") and as a result T1 now licenses such intellectual property from Evervolt. After conducting diligence on Evervolt, T1 believes that Evervolt is not a FEOC.

Material Assistance

After conducting supply chain diligence, T1 has purchased solar cells for use in a portion of its solar modules to be produced in 2026 from a supplier that has provided certifications of its non-FEOC status, and is undertaking diligence to ensure the remainder of cells for use in 2026 will be certified as non-FEOC. T1's efforts to build a domestic supply chain, including domestic cells to be produced at T1's G2 facility, domestic polysilicon from Hemlock Semiconductor, domestic wafers from Corning, and domestic steel frames from Nextpower are expected to further bolster T1's ongoing material assistance compliance efforts.

About T1 Energy

T1 Energy Inc. (NYSE: TE) is an energy solutions provider building an integrated U.S. supply chain for solar and batteries. In December 2024, T1 completed a transformative transaction, positioning the Company as one of the leading solar manufacturing companies in the United States, with a complementary solar and battery storage strategy. Based in the United States with plans to expand its operations in America, the Company is also exploring value optimization opportunities across its portfolio of assets in Europe.

To learn more about T1, please visit www.T1energy.com and follow us on social media.

Investor contact:

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Cautionary Statement Concerning Forward-Looking Statements:

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this press release that do not relate to matters of historical fact should be considered forward-looking statements, including without limitation with respect to: any expected benefits or outcomes relating to T1's transactions to address major FEOC compliance requirements (including T1's ability to continue its eligibility in 2026 for Section 45X tax credits); T1's ability to continue maintaining OBBBA and FEOC compliance requirements in 2026 and beyond; T1's strategy of manufacturing FEOC-compliant, high-domestic content, high efficiency, and technologically advanced solar energy products for its customers; T1's ability to manufacture domestic solar modules from a traceable and reliable solar supply chain; T1's ability to maintain equity and debt ownership levels at FEOC-compliant thresholds, as well as any future equity or debt ownership levels by any party; the possibility that any of T1's agreements may render T1 a FEOC pursuant to the "effective control" provisions under the OBBA in the future; T1's ability to maintain intellectual property licenses from non-FEOC entities and T1's belief that Evervolt is not a FEOC; the timing of any use of solar cells to be used in solar module production; any outcomes of T1's diligence to ensure the remainder of cells for use in 2026 will be certified as non-FEOC; and T1's efforts to build a domestic supply chain to further bolster its ongoing material assistance FEOC compliance efforts. These forward-looking statements are based on management's current expectations, including T1's current interpretation of the OBBBA and related regulations. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important factors, including future developments and changes in the statutes or regulatory guidance regarding the OBBBA and related regulations, that may cause actual future events, results, or achievements to be materially different from the Company's expectations and projections expressed or implied by the forward-looking statements. Important factors include, but are not limited to, those discussed under the caption "Risk Factors" in (i) T1's annual report on Form 10-K for the year ended December 31, 2024 filed with the Securities and Exchange Commission (the "SEC") on March 31, 2025, as amended and supplemented by Amendment No. 1 on Form 10-K/A filed with the SEC on April 30, 2025, (ii) T1's Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2025 filed with the SEC on May 15, 2025, as amended and supplemented by Amendment No. 1 on Form 10-Q/A filed with the SEC on August 18, 2025, (iii) T1's Quarterly Report on Form 10-Q for the period ended June 30, 2025, filed with the SEC on August 19, 2025 and (iv) T1's Quarterly Report on Form 10-Q for the period ended September 30, 2025, filed with the SEC on November 14, 2025. All of the above referenced filings are available on the SEC's website at www.sec.gov. Forward-looking statements speak only as of the date of this press release and are based on information available to the Company as of the date of this press release, and the Company assumes no obligation to update such forward-looking statements, all of which are expressly qualified by the statements in this section, whether as a result of new information, future events or otherwise, except as required by law.

T1 intends to use its website as a channel of distribution to disclose information which may be of interest or material to investors and to communicate with investors and the public. Such disclosures will be included on T1's website in the 'Investor Relations' section. T1, and its CEO and Chairman of the Board, Daniel Barcelo, also intend to use certain social media channels, including, but not limited to, X, LinkedIn and Instagram, as means of communicating with the public and investors about T1, its progress, products, and other matters. While not all the information that T1 or Daniel Barcelo post to their respective digital platforms may be deemed to be of a material nature, some information may be. As a result, T1 encourages investors and others interested to review the information that it and Daniel Barcelo posts and to monitor such portions of T1's website and social media channels on a regular basis, in addition to following T1's press releases, SEC filings, and public conference calls and webcasts. The contents of T1's website and its and Daniel Barcelo's social media channels shall not be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended.