

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("**Agreement**") is made and entered into on this ____ day of October, 2024, by and between _____, ("**Company**"), and Fortify Energy Holdings, LLC, and its affiliates ("**Fortify**").

For the purposes of this Agreement, Fortify shall provide Confidential Material (as hereinafter defined) related to Fortify and the respective properties (the "**Assets**") and therefore Fortify may also be referred to as the "**Disclosing Party**," and Company may also be referred to as the "**Receiving Party**" as the recipient of such Confidential Material.

Disclosing Party is prepared to make available to Receiving Party and its directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers, and financial advisors, all of which are hereinafter called collectively "**Representatives**"), certain information concerning the Assets and Fortify. To maintain confidentiality of the information provided by Disclosing Party to Receiving Party and its Representatives and any derivative information prepared by or for Receiving Party or Receiving Party's Representatives based on that information, and in consideration of Disclosing Party making the same available, both parties agree to the following terms and conditions:

1. Receiving Party agrees to treat any information concerning Fortify and the Assets whether (i) prepared by Disclosing Party, its employees, agents or otherwise, (ii) obtained from written materials, books and records, or in meetings with Disclosing Party, (iii) coming to the attention of Receiving Party in the course of Receiving Party's investigation of the Assets or Fortify, or (iv) which is made available to Receiving Party or to its Representatives by or on behalf of Disclosing Party, and any derivative information prepared by or for Receiving Party or Receiving Party's Representatives based on that information (herein collectively referred to as the "**Confidential Material**") in accordance with the provisions of this Agreement and to take or abstain from taking certain other actions hereinafter set forth.

2. The term "Confidential Material" shall be deemed to include without limitation (i) any geological, engineering, geophysical or seismic data, descriptions, maps, models, interpretations, evaluations, or reports regarding the Assets provided to Receiving Party or its Representatives under this Agreement, (ii) any commercial, contractual, financial or other related or unrelated information regarding Fortify or the Assets provided to Receiving Party or its Representatives under this Agreement, and (iii) all notes, analyses, compilations, studies, interpretations or other documents prepared by or for Receiving Party or Receiving Party's Representatives which contain, reflect, or are based upon, in whole or in part, the information furnished to Receiving Party or its Representatives under this Agreement. The term "Confidential Material" includes information in whatever form it may exist, whether oral, written, graphic, or electronic. The term "Confidential Material" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives, (ii) was within Receiving Party's possession prior to its being made available to Receiving Party by or on behalf of Disclosing Party pursuant hereto, provided that the source of such information was not known by Receiving Party to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Disclosing Party or any

other party with respect to such information, or (iii) becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or any of its Representatives, provided that such source is not known by Receiving Party to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, Disclosing Party or any other party with respect to such information. Notwithstanding anything contained herein to the contrary, any information coming to Receiving Party's attention in the course of Receiving Party's investigation of Fortify or the Assets shall be considered Confidential Material.

3. Receiving Party agrees that the Confidential Material will be kept strictly confidential and that Receiving Party and its Representatives will not disclose any of the Confidential Material in any manner whatsoever; provided, however, that (a) Receiving Party may make any disclosure of the Confidential Material to which Disclosing Party gives its prior written consent, and (b) any of the Confidential Material may be disclosed to Receiving Party's Representatives who need to know such information and who agree to keep such information confidential in accordance with the terms of this Agreement. Receiving Party agrees and covenants that it shall cause each of its Representatives to comply with the terms of this agreement, and that it shall be responsible for any breach of such terms by its Representatives. In addition, if Receiving Party is required to disclose such information by a court of law or other governmental entity having jurisdiction, Receiving Party will timely notify Disclosing Party so that Disclosing Party may take action to obtain the protection necessary to preserve the confidentiality of the Confidential Material.
4. Receiving Party agrees that, without the prior written consent of Disclosing Party, Receiving Party and its Representatives will not disclose to any person the fact that the Confidential Material has been made available to Receiving Party. The term "person" as used in this Agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.
5. Receiving Party agrees that, without the prior written consent of Disclosing Party, Receiving Party and its Representatives will not copy or remove from the files any of the Confidential Material that is provided for Receiving Party's review in accordance with this Agreement.
6. Upon request from Disclosing Party, all Confidential Material in the possession of Receiving Party or its Representatives shall be destroyed, and no copy thereof shall be retained. Notwithstanding the destruction of the Confidential Material, Receiving Party and its Representatives will continue to be bound by Receiving Party's obligation of confidentiality and other obligations hereunder.
7. Disclosing Party reserves the right to assign all of its rights, powers and privileges under this Agreement, including, without limitation, the right to enforce all of the terms of this Agreement. In addition, this Agreement shall inure to the benefit of all subsidiaries of Disclosing Party.
8. Receiving Party agrees that Disclosing Party may be irreparably injured by Receiving Party's breach of the provisions of this Agreement and that Disclosing Party shall be entitled to all remedies at law and equity in the event of any breach of the provisions of

this Agreement upon a showing of such injury. No failure or delay by Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any right, power or privilege hereunder.

9. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES OTHERWISE APPLICABLE TO SUCH DETERMINATIONS. THE PARTIES HEREBY AGREE TO AND CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN HARRIS COUNTY, TEXAS. THE PARTIES WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OTHER THAN SECTION 17.555 THEREOF WHICH IS NOT WAIVED.
10. The confidentiality obligations of this Agreement with respect to the Confidential Material shall expire and be of no further force and effect one (1) year from the date first written above.
11. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.
12. Nothing contained in this Agreement may be construed as granting or conferring on the Receiving Party any proprietary rights, license or other rights in any Confidential Material.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

(Signatures on the following page)

DISCLOSING PARTY:

FORTIFY ENERGY HOLDINGS, LLC

By: _____

Ryan Poole
VP Finance

RECEIVING PARTY:

By: _____

Name:

Title: