**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made as of November \_\_, 2023, between \_\_\_[Company Name]\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_[Company Address]\_\_\_, (the “Company”) and \_\_\_[Company Name]\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_[Company Address]\_\_\_, (the "Counterparty"). All references to the Company and the Counterparty in this Agreement include (a) the respective affiliates of each party, and (b) the respective officers, directors, employees and agents of each party and their affiliates. The Company and the Counterparty shall be jointly referred to as the “Parties”. The Company is providing the Counterparty certain financial, legal, accounting, engineering and operations information (the “Information”). The Information is considered confidential by the Parties and is being provided only under the following conditions:

1. The Counterparty agrees to use the Information solely to facilitate discussions between the Parties for the purpose of evaluating the Company with respect to a potential acquisition of assets, or to otherwise enter into a business combination (“Transaction”).

2. The Counterparty will not disclose the Information to anyone except its directors, officers, shareholders or other equity owners, consultants and employees. The Counterparty will be responsible and liable for the failure to comply with the conditions in this Agreement. The Counterparty shall not disclose the existence of this Agreement or the fact that discussions between the Parties are being conducted to anyone other than the persons described in this Paragraph 2 without the prior written consent of the Company. In the event that a Court or another governmental or regulatory authority compels the disclosure of any or all of the Information by the Counterparty, the Counterparty shall first notify, if permitted, the Company so that the Company may take action on its own account to limit or quash such compelled disclosure.

4. These conditions do not apply to any part of the Information which was or becomes public knowledge through no breach of these conditions by the Counterparty which is known or becomes known by the Counterparty from other sources not under any obligation of confidentiality to the Company; or, which is independently developed by the Counterparty without the use of specific Information not otherwise known by such party.

5. The Company does not warrant the accuracy or completeness of the Information. The Counterparty agrees that the Company shall not be liable for any damages to the Counterparty arising out of the use of the Information by the Counterparty.

6. Upon the written request of the Company, the Counterparty will return or destroy the Information, and all copies which may have been made, including material which contains notes or memoranda made during the evaluation process, unless otherwise required by governmental or industry regulatory bodies.

7. This Agreement shall have a term of one year from the date of acceptance by the last party to sign.

The Parties execute this Agreement on the dates indicated below.

[Company Name] [Counterparty Name]

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name: Name:

Title: Title:

Date: Date: