



**MUTUAL NON-DISCLOSURE AGREEMENT**

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “**Agreement**”) is made as of \_\_\_\_, 2023 (the “**Effective Date**”), by and between \_\_\_\_\_ an entity registered in the state of \_\_\_\_\_ having an address at \_\_\_\_\_ and **Montauk Energy Holdings, LLC**, a Delaware limited liability company having an address of 5313 Campbells Run Road, Suite 200, Pittsburgh, Pennsylvania 15205 (“**Montauk**”) (each, a “**Party**,” and collectively, the “**Parties**”).

WITNESSETH:

WHEREAS, the Parties will be engaged in discussions and activities concerning a potential business transaction as may be set forth in a subsequent written agreement (the “**Transaction**”); and

WHEREAS, in the course of such discussions, it will be necessary for the disclosing Party (the “**Discloser**”) to disclose to the receiving Party (the “**Recipient**”) confidential information that the Discloser desires to protect hereunder.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. **Confidential Information.** “**Confidential Information**” shall mean any information concerning Discloser and/or its subsidiaries or other affiliates that has been or hereafter is provided to Recipient and/or any director, manager, officer, employee or other agent or representative thereof (collectively, the “**Recipient Parties**”), including without limitation, trade secrets, proprietary and confidential technical information, marketing, financial and business information, customer information, technology, data and materials concerning current or future or proposed locations or leases or wells, services, products, apparatus, processes, formulations, techniques, drawings, specifications, production quantities, strategies, costs, pricing, sales, suppliers, distribution, market studies, computer software and programs, source codes, object codes, budgets, projections, customers, inventions, plans, contracts, forecasts, know-how and the like and all copies, notes, analyses, summaries, compilations, studies, prototypes or other documents or materials prepared from, containing or based on any of the foregoing, and other information concerning Discloser and/or its subsidiaries or other affiliates provided to any Recipient Party, except Excluded Information, as defined in Section 2 below.

2. **Excluded Information.** “**Excluded Information**” shall mean information that: (i) Recipient can show was in the public domain prior to the time of Discloser’s communication thereof to any Recipient Party; (ii) entered the public domain through no fault of any Recipient Party subsequent to the time of Discloser’s communication thereof to any Recipient Party; (iii) was in Recipient’s possession free of any obligation of confidence at the time of Discloser’s communication thereof to any Recipient Party; (iv) can be shown by documentation to have been independently developed by the Recipient without reference to any Confidential Information; or (v) Discloser has authorized the Recipient, in writing, to disclose freely.

3. **Restrictions.**  
(a) Recipient shall, and shall cause each Recipient Party to, (i) treat the Confidential Information as confidential; (ii) neither use the Confidential Information nor circulate it within its own organization except for the limited purpose of evaluating, negotiating and/or consummating the Transaction; (iii) not communicate any Confidential Information to any third party, except to the extent necessary for negotiations, discussions and consultations with any agent, attorney, accountant, consultant

or other representative of Recipient (each, a “**Recipient Representative**”) directly involved in evaluating and/or negotiating the Transaction for Recipient, it being agreed that as a condition to receiving the Confidential Information, such Recipient Representative shall agree in writing (via a joinder agreement or otherwise) to be bound by the terms and conditions of this Agreement and Recipient shall deliver a copy of such written agreement to Discloser; and (iv) not use or allow any other person or entity to use any Confidential Information for any purpose other than as permitted by this Agreement.

(b) In protecting the Confidential Information, Recipient shall employ a standard of care that is no less rigorous than the standard of care employed by Recipient in protecting its own confidential information.

(c) The foregoing restrictions shall not apply to Confidential Information that is required by law, court or government order to be disclosed by Recipient, provided, however, that Recipient strictly complies with the provisions of Section 15 hereof with respect to such Confidential Information.

4. **Term.** Either Party may terminate this Agreement by providing written notice to the other. Notwithstanding any such termination, all rights and obligations hereunder shall survive for a period of two (2) years following the effective date of such termination with respect to all Confidential Information disclosed prior to such date.

5. **Return of Documents.** All Confidential Information shall remain the property of Discloser and its subsidiaries and affiliates and shall be either destroyed, with destruction certified in writing to the satisfaction of Discloser, or returned to Discloser, at Discloser’s sole election, promptly following the effective date of any termination of this Agreement and upon Discloser’s request at any time. Any such return or destruction of Confidential Information pursuant to this paragraph shall not require the Recipient to destroy or permanently delete one (1) copy of such Confidential Information (and all documents prepared by the Recipient based on such Confidential Information) maintained for recordkeeping purposes or any archival backup copies of electronic files which may be generated in the normal course of the Recipient’s records retention/management process.

6. **No Obligation to Proceed; Proprietary Rights.** Neither Party shall have any obligation to proceed with the Transaction. No right, license or other proprietary interest to any patent, copyright, trade secret, trademark, service mark, copyrightable material or other property created or used in conjunction with any Confidential Information is granted hereunder, by implication or otherwise.

7. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the principles of conflicts of laws.

9. **Assignment.** Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party. Either Party shall have the right to assign this Agreement and all its rights and obligations hereunder in connection with a corporate restructuring or merger or with any sale or other disposition of all or substantially all its equity or assets.

10. **Entire Agreement.** This Agreement is a complete and exclusive statement of the agreement among the Parties related to the subject matter hereof, which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications among the Parties relating to such subject matter.

11. **Amendments.** The provisions of this Agreement may be amended or modified only by a writing signed by the Parties.

12. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

13. **Notice of Disclosure.** Recipient shall promptly advise Discloser, in writing, upon learning of any unauthorized use or disclosure of any Confidential Information.

14. **Remedies.** In the event of any breach by Recipient of this Agreement, Discloser shall be entitled to specific performance (including immediate issuance of a restraining order or an injunction), damages caused by breach and any and all other remedies provided for at law or in equity.

15. **Legally-Required Disclosure.** In the event Recipient is requested in connection with a proceeding before any court or government agency of competent jurisdiction to disclose any Confidential Information, Recipient will give Discloser prompt notice of such request so that Discloser may seek an appropriate protective order. If Recipient otherwise is compelled or required by law to disclose any Confidential Information, Recipient may disclose such Confidential Information without liability hereunder; provided, however, that Recipient first gives Discloser written notice, as far in advance as is practicable, of (i) the Confidential Information to be disclosed and (ii) the identity of the party receiving the Confidential Information. In accordance with the Defend Trade Secrets Act of 2016, Recipient shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, whereby such disclosure is solely for the purpose of reporting or investigating a suspected violation of law; or if a disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, so long as such filing is made under seal.

16. **Disclaimer.** Recipient acknowledges and agrees that Discloser makes no representations or warranties, whether express or implied, in fact or in law, with respect to the content, accuracy or completeness of any of the Confidential Information. The Confidential Information shall not be relied upon for the purpose of determining the value of the Transaction or any other matter. Recipient acknowledges and agrees that it shall have no recourse against Discloser or any subsidiary or other affiliate thereof in the event of any errors or omissions in or regarding the Confidential Information.

17. **Indemnity.** Recipient shall and hereby does indemnify, defend and hold harmless Discloser and its subsidiaries and other affiliates and their respective directors, officers, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, actions, losses, liabilities, damages, expenses and costs, including civil penalties and experts' and attorneys' fees and expenses, arising out of or in connection with any breach of this Agreement by Recipient, any Recipient Party and/or any Recipient Representative. Recipient acknowledges and agrees that the Indemnified Parties are intended third party beneficiaries of this Section 17.

18. **Non-Public Information.** Each Party acknowledges that it is aware that the United States and state securities laws prohibit any person who has material, non-public information about an issuer of securities from purchasing or selling securities of such issuer or from communicating such information to any other person.

19. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person, sent by certified or registered first-class U.S. mail, postage prepaid,

or sent by nationally recognized express courier service. Such notices shall be effective upon receipt if hand-delivered, three days after mailing if sent by mail and one day after dispatch if sent by express courier, in each case to a Party at its address set forth below (or at such other address as such Party may notify the other in accordance with this Section 19):

**Address for Notices to \_\_\_\_\_**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Address for Notices to Montauk:**

Montauk Energy Holdings, LLC  
5313 Campbells Run Road, Suite 200  
Pittsburgh, PA 15205  
Attn: General Counsel

20. **Counterparts.** This Agreement may be executed (including by facsimile or Portable Document Format (pdf) transmission) in two or more counterparts and by the different Parties hereto on separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, each Party has caused this Non-Disclosure Agreement to be duly executed by its duly authorized officer, as of the Effective Date.

\_\_\_\_\_

**MONTAUK ENERGY HOLDINGS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: John Cirolì

Title: \_\_\_\_\_

Title: Chief Legal Officer & Secretary