

## **MUTUAL NON-DISCLOSURE AGREEMENT**

This Mutual Non-Disclosure Agreement (this “Agreement”), dated as of June 4, 2025 (the “Effective Date”), is by and between Daniel Harris and Atlas Exploration, Inc., a Delaware corporation with an address of 333 Bush St, San Francisco, CA 94104 (each, a “Party” and collectively, the “Parties”). The Parties wish to discuss, on a confidential basis, a potential licensing/distribution transaction (the “Potential Transaction”). In connection with the Potential Transaction, either Party (the “Disclosing Party”) may, but shall not be obligated to, disclose or make available to the other Party (the “Recipient”) or its Representatives (as defined below) certain Evaluation Material (as defined below). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Party acknowledges and agrees that (i) this Agreement, (ii) the fact that discussions are taking place with respect to the Potential Transaction and (iii) any plans, proposals or other information regarding the Potential Transaction or the Disclosing Party (including, without limitation, any information that a reasonable person would consider confidential or proprietary, including information about the Disclosing Party’s identity, assets, plans or proposals or any data, reports, interpretations, forecasts, business plans and records (financial or otherwise)), that may be disclosed by or on behalf of the Disclosing Party to the Recipient, or any Representative of the Recipient on or after the date hereof, irrespective of whether transmitted orally or in writing, and any Evaluation Material contained in any notes, data, reports, analyses and/or other materials, ideas or information prepared, generated or developed by the Recipient, and/or any Representative of the Recipient (all of (i), (ii) and (iii), collectively, “Evaluation Material”), is confidential, propriety, sensitive and valuable business information belonging to the Disclosing Party, the use and/or disclosure of which the Recipient further acknowledges and agrees is prohibited except as expressly provided herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Party further agrees as follows:

1. The Recipient shall hold and treat the Evaluation Material in confidence and shall not disclose to any person any part of the Evaluation Material, except (i) to employees, members, agents, partners, representatives, officers, directors, financing sources, accountants, attorneys and other advisors of the Recipient or the Recipient’s affiliates (the “Representatives”) who have a need to know such Evaluation Material to assist the Recipient with the evaluation, negotiation and consummation of the Potential Transaction and only after informing such Representative(s) of the confidential nature of such information and instructing such Representative(s) to adhere to the terms regarding confidentiality and use hereof as if they were directly a party hereto and (ii) in accordance with the provisions set forth in this Agreement with respect to a “Required Disclosure” (as defined below). The failure of a Recipient’s Representative to strictly follow such instruction referred to in the preceding sentence shall be a breach of this Agreement by the Recipient. The foregoing restrictions shall not apply to any information in the Evaluation Material that (a) is or becomes publicly available other than through a breach of this Agreement; (b) prior to disclosure of such information to the Recipient by or on behalf of the Disclosing Party, is received by the Recipient from a third party who the Recipient reasonably believes at the time such information is received is not bound by any obligation of confidentiality to the Disclosing Party; or (c) is independently developed by the Recipient without use of or reference to the Evaluation Materials of the Disclosing Party.
2. The Recipient will use the Evaluation Material solely in connection with its evaluation, negotiation and consummation of the Potential Transaction, and not for any other purpose. Upon the written request of the Disclosing Party, the Recipient and its Representatives will promptly return, or, at the Disclosing Party’s option, destroy, all copies of the Disclosing Party’s Evaluation Material in its possession (other than such copies that are required to be retained by applicable law or as part of the Recipient’s routine backup procedures) and confirm the completion thereof to the Disclosing Party.
3. The Recipient or any of its Representatives may disclose Evaluation Material without the prior written consent of the Disclosing Party if such Evaluation Material is required to be disclosed by any applicable law, regulation, court order or governmental authority with supervisory authority over it or by a governmental statute, order, decree, regulation or rule or is required to be disclosed to any regulatory authority or auditor in connection with any other legal, regulatory, judicial, arbitral or

administrative process (including any deposition, interrogatory, oral questioning, information or document request, subpoena, court order, regulatory filing, civil investigative demand or other similar process). In connection with any such disclosure, to the extent legally permissible, the Recipient will provide prompt written notice of such requirement and the documents and/or information required to be disclosed to the Disclosing Party and shall reasonably cooperate with any attempt by the Disclosing Party (at the Disclosing Party's sole cost and expense) to limit such disclosure obligation or obtain confidential treatment thereof or other remedy. If, following such cooperation, the Recipient or the applicable Representative is nonetheless compelled to disclose Evaluation Material, the Recipient may disclose without liability hereunder that portion (and only that portion) of the Evaluation Material which the Recipient's counsel advises that it is compelled to disclose. Disclosures pursuant to this paragraph are herein referred to as a "Required Disclosure."

4. Without prejudice to any other rights or remedies available to the Disclosing Party, the Recipient acknowledges and agrees (on behalf of itself and its Representatives) that any breach of this Agreement by it or its Representative may cause irreparable harm to the Disclosing Party for which money damages may not be a sufficient remedy and that, as a remedy for any such breach, the Disclosing Party shall be entitled to seek specific performance, injunctive, and other equitable relief (without posting a bond). Such remedy shall not be deemed to be the exclusive remedy for any breach of this Agreement. In addition to the Disclosing Party's other rights hereunder, the Disclosing Party retains all rights and remedies the Disclosing Party may have under applicable law.

5. The Recipient acknowledges and agrees that, except as may be specifically set forth in a definitive executed agreement providing for the consummation of the Potential Transaction, (i) the Disclosing Party does not make any express or implied representation or warranty as to the accuracy or completeness of any Evaluation Material (or any other express or implied representation or warranty whatsoever in connection with the Evaluation Material or the Potential Transaction) and (ii) the Disclosing Party shall not have any liability to the Recipient or any Representative of the Recipient in connection with the Evaluation Material. Nothing in this Agreement or in the Evaluation Material shall be considered to grant the Recipient or any Representative of the Recipient any intellectual property rights in any Evaluation Material, and all intellectual property rights in the Evaluation Material shall remain with and belong to the Disclosing Party exclusively.

6. Each Party agrees that, until a definitive agreement providing for the consummation of the Potential Transaction is executed between the Parties, no Party has any legal obligation of any kind whatsoever with respect to any transaction (including the Potential Transaction), including any obligation to consummate the Potential Transaction, conduct or continue discussions or negotiations or enter into or negotiate a definitive agreement, by virtue of this Agreement or otherwise. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party.

7. Each Party agrees that no failure or delay by the 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 further exercise of any right, power or privilege.

8. This Agreement shall become effective upon the Effective Date and shall terminate upon the earlier of (i) the date that is two (2) years from the Effective Date or (ii) until such time as a definitive agreement regarding the Potential Transaction is executed. Notwithstanding the foregoing, each Party's rights and obligations hereunder shall continue in full force and effect with respect to the Evaluation Material of the other Party for two (2) years from the date of disclosure of any Evaluation Material.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflict of laws thereof to the extent such laws would apply the laws of (or direct a matter to) another jurisdiction. Each Party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Delaware for any actions, suits or proceedings arising out of or relating to this Agreement and hereby irrevocably waives any right to

trial by jury in any suit, action, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of this Agreement.

10. If any provision contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law as determined by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby. In the case of any such invalidity, illegality or unenforceability, a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

11. This Agreement represents the entire understanding and agreement of the Parties regarding the subject matters contained herein. This Agreement may be amended only by a separate writing signed by the Parties expressly so amending this Agreement. Any provision of this Agreement may be waived in whole or in part by the Party entitled to the benefit thereof if such waiver is in writing and signed by the Party so waiving. Neither Party may assign this Agreement or any provision hereof without the express prior written permission of the other Party. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. Any signature page of this Agreement delivered by pdf or facsimile transmission shall be deemed to be and have the same force and effect as an originally executed signature page.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the Effective Date:

Daniel Harris

By: \_\_\_\_\_  
Name:  
Title:

Atlas Exploration, Inc.

By: \_\_\_\_\_  
Name: Anthony Cao  
Title: Head of Finance and Capital Markets