

Non-Disclosure Agreement

This Agreement is made and entered into by and between Magnolia Oil & Gas Operating LLC ("Company") and the undersigned faculty/student/extern/intern at The University of Tulsa ("Participant") for the purpose of receiving certain confidential information of Company to enable the Participant to undertake or participate in the project described at the end of this Agreement ("Project").

Company and Participant hereby agree as follows:

1. "Confidential Information" means all information, regardless of form, disclosed by Company or its representatives relating to Company's business, assets, plans development, intellectual property, operations, forecasts, strategies and financial conditions.
2. No information will be Confidential Information that: (i) is already known to Participant, or (ii) is or becomes publicly known through no wrongful act of Participant, or (iii) is received by Participant from a third party without similar restrictions and without breach of this Agreement.
3. Except as provided herein, Participant will not disclose any Confidential Information to any other person. Participant will not use any Confidential Information other than in connection with the Project.
4. Participant may disclose Confidential Information (i) to other University of Houston Participants who have executed non-disclosure agreements with Company, (ii) in response to the lawful request or requirement of a governmental agency or by requirement of law, and (iii) to the faculty member supervising the Project, provided that faculty member has signed a non-disclosure agreement with Company.
5. Company understands that if the Project is a Capstone Design Project, to complete the requirements of the course in which he or she is enrolled, Participant may be required to give a substantive presentation concerning the Project to an audience that will not have signed non-disclosure agreements, and that such presentation will include information about the Company. Company will work with Participant to prevent the inclusion of Confidential Information in the presentation and any written materials prepared by the Participant.
6. All Confidential Information delivered by Company to Participant will be and remain property of Company. All Confidential Information, and any copies thereof, will be promptly returned to Company or destroyed by Participant upon Company's request.
7. Intellectual property developed under this Agreement that is derived from or incorporates Company Confidential Information shall be owned by Company.
8. The obligations of Participant under this Agreement shall terminate on August 31, 2024. [Two (2) years from end of the quarter during which the Project is conducted.]
9. This Agreement may not be modified except by written instrument signed on behalf of each party. This Agreement embodies the entire agreement and understanding of the parties and terminates and supercedes all prior independent agreements and undertakings between the parties. The provisions of this Agreement shall be construed in accordance with the laws of the state of Oklahoma. All notices, requests or consents given in connection with this Agreement shall be given in writing and sent by first class mail, postage prepaid, telegram, teletype, telex, cable or email to the addresses listed at the end of this Agreement, unless either party notifies the other party of a different address.

Executed as of the date and year first above written:

Magnolia Oil & Gas Operating LLC
Name of Company:

By: Steve Millican
Title: Senior Vice President

Nine Greenway Plaza, Suite 1400
Address
Houston Texas 77046

Elmir Hamidov
Name of Participant

Elmir Hamidov 05.24.2022
Signature

800 South Tucker Drive
Address
Tulsa, Oklahoma 74104

Description of Project:

Complete both a reservoir and drilling Extern Project that will study well spacing performance and develop a drilling risk matrix, respectively. Tulsa University students and faculty will be assisting University of Houston for the drilling portion of the project.