**CONFIDENTIALITY AGREEMENT**

### This Confidentiality Agreement (“Agreement”), effective [September 8th, 2022] (the “Effective Date”) is entered into by and between BPX Operating Company (“Company,” “BPX” or “Party”), with offices located [1700 Platte St, Denver CO 80202] and [Counterparty] (“[**student’s name**]” or “Party” and collectively with Company, referred to as the “Parties”).

WНEREAS, each Party (the “Disclosing Party'”) and its Representatives (as defined in Section 1 below) may have furnished, or hereafter may furnish to the other Party (the “Reviewing Party'”) and its Representatives certain information in the possession of Disclosing Party (which together with the notes, analyses, compilations, studies, interpretations and other documents prepared by Reviewing Party and Reviewing Party’s Representatives which contain, reflect or are based, in whole or in part, on such information, are collectively referred to herein as the “Evaluation Material”) for the purpose of evaluating а potential business transaction regarding [insert nature of transaction] (the “Proposed Transaction”); and

WНEREAS, the Evaluation Material is confidential and proprietary and Disclosing Party is willing to allow examination of the Evaluation Material only on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of Disclosing Party’s agreement to disclose the Evaluation Material to the Reviewing Party and of the premises and mutual covenants herein contained, it is hereby agreed as follows:

1. Reviewing Party and its Representatives shall at all times keep the Evaluation Material confidential and not disclose any portion of the Evaluation Material to any person except as permitted by this Agreement. As used in this Agreement, the term “person” shall be broadly interpreted to include, without limitation, any corporation, company, partnership, governmental body, individual or other entity. The term “Representatives”, as used herein with respect to any Party, means that Party's directors, officers, employees, affiliates, agents, advisors, attorneys, potential debt and equity financing sources, investors, principals or other representatives, including any third party professional and financial/economic advisors or lenders of such Party. The Parties hereto acknowledge that the Reviewing Party and its Representatives may retain mental impressions of the Evaluation Material and that such persons may, now or in the future, be working on other projects. Consequently, notwithstanding anything in this Agreement, the Parties hereto agree that such persons shall not be precluded from working on such other projects because of the retained mental impressions of the Evaluation Material.
2. Reviewing Party and its Representatives shall not disclose to any person that the Evaluation Material has been made available to Reviewing Party or that Reviewing Party is inspecting the Evaluation Material, that discussions with respect to the Proposed Transaction are taking place, or other facts with respect to such discussions, including the status thereof, except as permitted by this Agreement.
3. Reviewing Party may disclose Evaluation Material only to its Representatives who need to see the Evaluation Material to evaluate the Proposed Transaction. Reviewing Party shall inform its Representatives of the confidential nature of the Evaluation Material and disclosures made by or on behalf of Reviewing Party to а Representative shall be subject to the condition that the Representative abide by restrictions imposed on Reviewing Party under this Agreement, including but not limited to the requirement that Evaluation Materials not be further disclosed to any person except as permitted by this Agreement. Reviewing Party shall be directly responsible to Disclosing Party for any failure of its Representatives to comply with the provisions of this Agreement relating to the Evaluation Material.
4. Except as may otherwise be expressly agreed in writing, Reviewing Party and its Representatives shall not disclose (or allow disclosure to others) and shall refrain from using any portion of the Evaluation Material, except for the purpose of evaluating the Proposed Transaction.
5. Reviewing Party acknowledges that any disclosure of Evaluation Material in violation of this Agreement may affect the interests of Disclosing Party. The Parties agree that in addition to monetary damages which may be determined to be payable to Disclosing Party as а result of Reviewing Party and/or its Representatives’ violation of the obligation to maintain the confidentiality of the Evaluation Material, this Agreement may be enforced by means of injunctive and other equitable relief, and Reviewing Party waives any requirement for the posting of а bond in connection with any such equitable relief. Reviewing Party agrees to reimburse Disclosing Party and its Representatives for all costs and expenses, including reasonable attorneys’ fees, incurred by them in enforcing the terms of this Agreement should a court of competent jurisdiction determine in a final non-appealable decision that Reviewing Party or its Representatives has violated this Agreement.
6. Disclosing Party retains all rights, title and interest in and to the Evaluation Material and Reviewing Party acknowledges that it will receive no right, title or interest in same under this Agreement. Disclosing Party warrants that it has the right and authority to disclose the Evaluation Material.
7. Within thirty days following the request by Disclosing Party at any time, as to any Evaluation Material in Reviewing Party’s or its Representatives’ possession or control, Reviewing Party shall return to Disclosing Party all original Evaluation Material provided by Disclosing Party and destroy/erase all other Evaluation Material. The destruction of such material shall be confirmed in writing by an authorized representative of Reviewing Party. The obligations in this Section 8 do not apply to (а) Evaluation Material that is retained in the computer backup system of the Reviewing Party, the Reviewing Party’s Representative, or а person to whom it was disclosed under this Agreement if the Evaluation Material will be destroyed in accordance with the regular ongoing records retention process of the Reviewing Party, it’s Representative, or any such other person to whom Evaluation Material has been disclosed under this Agreement or (b) materials provided to Reviewing Party’s board of directors containing or based upon the Evaluation Material.
8. The obligations of Reviewing Party and its Representatives under this Agreement shall not apply to:

а. any particular portion of the Evaluation Material which at the time of disclosure hereunder was readily ascertainable to the public or which after disclosure hereunder becomes available to the public in both cases through no action or failure to act (directly or indirectly) on the part of Reviewing Party or its Representatives;

b. any particular portion of the Evaluation Material which at the time of disclosure hereunder was or is thereafter lawfully acquired by Reviewing Party or its Representatives from а source other than Disclosing Party and not in violation of this Agreement; and

с. any information that can be reasonably demonstrated to have been independently developed by Reviewing Party or its Representatives without aid of the Evaluation Material, arises from general training knowledge, skill or experience, whether gained on the job or otherwise, or is information that a worker has a right to disclose as legally protected conduct.

1. If the Reviewing Party or its Representatives are legally compelled by any court or legislative or administrative body (by oral questions, interrogatories, request for admissions, information or documents, subpoena or similar process), or by other applicable law or the rules of any exchange on which Reviewing Party’s securities are listed, to disclose any Evaluation Material or any of the matters referred to in Section 2, such disclosure is permitted provided Reviewing Party shall promptly provide Disclosing Party with written notice of such requirement in order to afford Disclosing Party an opportunity to seek an appropriate protective order(s). Reviewing Party agrees to cooperate (and to cause its Representatives to cooperate) with any reasonable request of Disclosing Party in its efforts to secure such protective order(s), and Disclosing Party shall reimburse Reviewing Party and its Representatives for any reasonable cost incurred by them in complying with any request from Disclosing Party in connection therewith. In the event a protective order or other remedy is not obtained, the Reviewing Party or any of its Representatives, as applicable, shall furnish only that portion of the Evaluation Material or other matters as it is advised by counsel is legally required.
   1. Nothing in this Agreement shall be construed, interpreted or implied to obligate Disclosing Party to furnish any specific type of information to Reviewing Party or to compel either Party to consummate all or any portion of the Proposed Transaction with the other Party or any other party.
   2. The Parties acknowledge and agree that each Party shall have the unilateral right, in its sole discretion but with prior written notice to the other Party, to: (a) terminate discussions with the other Party in connection with the Proposed Transaction, or (b) reject any or all offers in respect to the Proposed Transaction.
   3. Unless and until a definitive written agreement covering the Proposed Transaction has been duly executed by the Parties, neither Party will be under any obligation whatsoever (legal or otherwise) to conclude a transaction whether by virtue of this Agreement or otherwise. Any written or oral communications not ultimately included in a definitive written agreement may not be relied on by either Party as the basis for taking any action, foregoing any opportunity or incurring any costs, and shall not create any obligations whatsoever on the part of the Parties hereto except for those obligations expressly set forth herein.
   4. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflict of law rules which may require the application of the laws of another jurisdiction.
   5. This Agreement shall have a term of two (2) years from the date first referenced above.
   6. No failure or delay by either Party in exercising any right, power or privilege hereunder shall be deemed a waiver thereof or preclude exercise of any other or further, right, power or privilege hereunder. This Agreement may be waived or modified only by a separate writing signed by the Parties expressly waiving or modifying a term of this Agreement.
   7. Neither Party shall assign its rights and obligations under this Agreement without the prior written consent of the other Party, which may be given or withheld by such Party in its sole and absolute discretion. Any attempted assignment without the prior written consent of the other Party shall be null and void.

# This Agreement shall inure to the benefit of the Parties and their successors and permitted assigns.

1. Any notices which are required to be sent under this Agreement shall be sent as follows:

TO BPX: BPX Operating Company

Attention: Matthew McElhaney

Address:1700 Platte St, Denver CO 80202

# Phone: 405.215.2814

Email: MATTHEW.MCELHANEY@BPX.COM

ТО [Counterparty]: Name:

Attention:

Address:

Phone:

Email:

1. Reviewing Party agrees that it shall not use the Evaluation Material in any manner other than to evaluate the Proposed Transaction. In no event shall Reviewing Party use the Evaluation Material, directly or indirectly, in any way whatsoever to the detriment of Disclosing Party or Disclosing Party’s business. The Parties rights and obligations under this Section 21 shall survive the expiration or termination of this Agreement.

## REVIEWING PARTY ACKNOWLEDGES AND AGREES ТНАТ ТНЕ EVALUATION MATERIAL IS BEING PROVIDED FOR ТНЕ PURPOSE OF ASSISTING REVIEWING PARTY IN CONDUCTING ITS OWN INDEPENDENT EVALUATION AND ANALYSIS OF ТНЕ EVALUATION MATERIAL. REVIEWING PARTY ACKNOWLEDGES AND AGREES ТНАТ: (А) DISCLOSING PARTY AND ITS REPRESENTATIVES EXPRESSLY DISCLAIM ANY AND ALL LIAВILITY AND RESPONSIВILITY FOR ТНЕ QUALITY, ACCURACY, COMPLETENESS OR MATERIALIТY OF THE EVALUATION MATERIAL; (B) REVIEWING PARTY WILL CONDUCT IТS OWN INDEPENDENT EVALUATION AND ANALYSIS OF ТНЕ EVALUATION MATERIAL AND SATISFY ITSELF AS ТО ТНЕ QUALITY, ACCURACY, COMPLETENESS AND MATERIALITY OF ТНЕ SAME; AND (С) REVIEWING PARTY WILL RELY SOLELY ON ITS OWN INDEPENDENT EVALUATION AND ANALYSIS OF ТНЕ EVALUATION MATERIAL WHEN DECIDING WHETHER OR NOT ТО SUBMIT А BID, ENTER INTO А DEFINITIVE AGREEMENT AND/OR CONSUMMATE ТНЕ PROPOSED TRANSACTION. REVIEWING PARTY FURTHER ACKNOWLEDGES AND AGREES ТНАТ ONLY ТНЕ EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN А DEFINITIVE WRITTEN AGREEMENT (WHEN AND IF ТНЕ SAME IS EXECUTED) SHALL ВЕ BINDING ON ТНЕ PARTIES.

### 23. As part of its review, the Parties or such other persons or entities authorized by the terms of this Agreement to review the Evaluation Material may form mental impressions (i.e. impressions not written or otherwise reduced to а record) regarding the Evaluation Material notwithstanding their compliance with this Agreement. Each Party acknowledges that the other Party and such persons and entities are now, and may in the future be, working on other projects, whether or not related to the services offered by the other Party. Consequently, the Parties agree that (i) each Party and such persons and entities shall not be precluded from working on such other projects and are not precluded from conducting business as they otherwise would in the ordinary course of business solely because of such retained mental impressions of the Evaluation Material, (ii) the retention and any arguable use of these mental impressions by the Parties or other persons or entities authorized by the terms of this Agreement to review the Evaluation Material in the conduct of business shall not constitute а violation or breach of this Agreement, and (iii) review of the Evaluation Material by each Party or any other persons or entities authorized by this Agreement to review the Evaluation Material will not preclude any oil, gas or other business operation or activity by the Parties or such other persons or entities subsequent to the review hereunder in any area that was subject of the review.

[*Signature Page Follows*]

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**[COUNTERPARTY]**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

**BP OPERATING COMPANY**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Matthew McElhaney

Title: Data Science & Process Engineering Manager