

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “*Agreement*”) is being entered by [] (the “*Receiving Party*”) for the benefit of [] (the “*Disclosing Party*”).¹ In order to facilitate the consideration and negotiation of a possible transaction known as Project Carnivore (any such possible negotiated transaction, a “*Transaction*”), the Receiving Party has requested access to certain non-public information regarding the Disclosing Party and its subsidiaries. As a condition to the Disclosing Party furnishing such information, the Disclosing Party is requiring the Receiving Party to agree to the following provisions set forth in this Agreement.

1. Confidential Information. “*Confidential Information*” is defined, collectively, as all information conveyed to the Receiving Party or its Representatives (as defined below) regarding the Disclosing Party, in whatever form, whether oral, electronic or written, including all notes, summaries, analyses, compilations, studies, interpretations or other material to the extent derived therefrom. Confidential Information does not include information that (i) is already in the Receiving Party’s possession, provided such information is not subject to an obligation of confidentiality to the Disclosing Party or any other person, (ii) was or becomes available to the public from a source other than the Receiving Party or its Representatives, (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such other source is not in violation of any other obligation of confidentiality or nonuse, or (iv) is independently developed by the Receiving Party or its Representatives without the use of or reference to Confidential Information.

2. Treatment. The Receiving Party, on behalf of itself and on behalf of its Representatives agrees (i) to hold the Confidential Information in strict confidence and to take all reasonable precautions to protect the confidentiality of the Confidential Information; (ii) not to make any use whatsoever of such Confidential Information except solely in connection with its evaluation of a Transaction; and (iii) not to make any direct or indirect inquiry about the Disclosing Party or its business, operations or properties to any customer, insurer, supplier, vendor, creditor, competitor, employee or agent of the Disclosing Party without the Disclosing Party’s prior written consent, other than inquiries made in the ordinary course of business unrelated to the Confidential Information, the Disclosing Party, or the Transaction. The Receiving Party agrees to only share Confidential Information with its affiliates and subsidiaries and its and their respective directors, officers, employees, members, debt financing sources, advisors, legal counselors, consultants and agents who need to know such information for the purpose of assisting the Receiving Party in evaluating a Transaction (who of the foregoing that actually receives Confidential Information, collectively, its “*Representatives*”). The Receiving Party will inform each Representative who is given access to Confidential Information of the confidential nature of the Confidential Information and direct each Representative to abide by the terms of this Agreement. The Receiving Party agrees to be responsible for all breaches of this Agreement by any of its Representatives or any other party who gains access to Confidential Information via the Receiving Party if such party fails to abide by the terms of this Agreement or fails to adhere to your instructions with respect to the same, which may include enforcing the terms of this Agreement against them.

3. Compelled Disclosure. If the Receiving Party or any of its Representatives are requested or required to disclose any Confidential Information by any law, regulation, or legal, regulatory or judicial process or proceeding, or by the rules of any recognized stock exchange, the Receiving Party will promptly notify the Disclosing Party (to the extent legally permissible) prior to making any such disclosure and

¹ **Note to Interested Parties:** Name of the Disclosing Party to be provided after the negotiation of this NDA and Kensington Park Capital/Ontra is in receipt of your signatures.

cooperate with any attempt by the Disclosing Party to obtain confidential treatment thereof (including, and not limited to, assisting or cooperating with the Disclosing Party in the event the Disclosing Party seeks any protective orders and/or waives compliance with the provisions of this Agreement). If, failing the entry of a protective order or the receipt of a waiver hereunder, the Receiving Party or the Receiving Party's Representatives are, on the advice of the Receiving Party's or its Representatives' counsel, as the case may be, legally required to disclose Confidential Information, the Receiving Party or its Representatives, as applicable, may disclose only that portion of such Confidential Information that the Receiving Party or its Representatives are legally required to disclose; provided, that the Receiving Party and its Representatives shall use commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to such Confidential Information.

4. Return of Confidential Information. At the request of the Disclosing Party, the Receiving Party will promptly destroy all Confidential Information in its possession, and shall direct its Representatives to do the same. Notwithstanding the foregoing, the Receiving Party may retain Confidential Information (a) as required to comply with legal or regulatory obligations, and (b) in electronic format on standard system back-ups according to its standard archival procedures. Confidential Information so retained will remain subject to the terms of this Agreement notwithstanding its termination for so long as such material is retained. No such termination, return or destruction will affect the Receiving Party's or its Representatives' obligations under or with respect to this Agreement. Neither the Disclosing Party, the Disclosing Party's counsel nor KPC (defined below) will have any liability to the Receiving Party or its Representatives in respect of any termination of Transaction discussions with the Receiving Party, any changes to, or termination of, the process or procedure by which the Transaction will be considered or engaged, any competitive process engaged in by the Receiving Party or its Representatives for purposes of considering or completing a Transaction, or any termination of the Receiving Party's or its Representatives' access to Confidential Information.

5. Non-solicitation. For a period of two (2) years from the date of this Agreement, the Receiving Party and its Representatives (excluding Representatives who are debt financing sources, attorneys, accountants, consultants, agents and financial advisors so long as such Representatives are not acting on the Receiving Party's behalf with respect to employee solicitation or hiring) will not, directly or indirectly, solicit for employment or employ any employees of the Disclosing Party or any of its Representatives; *provided, however,* that the foregoing provisions shall not apply to any individuals with whom the Receiving Party is in active employment discussions as of the date hereof, and shall not preclude the Receiving Party from the use of public general advertisements or search firms (in each case, not directed at, or targeted to the Disclosing Party or its employees) or the hiring of any person who responds thereto.

6. No Contact. The Receiving Party agrees not to initiate contact, or engage in discussions with any employee, customer or supplier of the Disclosing Party regarding the Transaction or the Disclosing Party without the prior written consent of the Disclosing Party. Without the prior written consent of the Disclosing Party, and except in accordance with the provisions of this Agreement, the Receiving Party will not disclose to any other person the name of the Disclosing Party, that it has received Confidential Information, that it is in discussions or negotiations with the Disclosing Party as to the Transaction, or that the Disclosing Party is considering the Transaction. Kensington Park Capital LLC ("**KPC**"), a Florida limited liability company, has been engaged to advise the Disclosing Party with respect to the Transaction. KPC will arrange for appropriate contact between the Receiving Party (including its Representatives) and the Disclosing Party for due diligence purposes. Unless otherwise agreed to by the Disclosing Party in writing, all (i) communications regarding any possible Transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions or questions

regarding procedures in connection with any possible Transaction, in each case will be submitted or directed exclusively to KPC or the Disclosing Party's counsel, as applicable or appropriate.

7. Warranties. The Receiving Party acknowledges that the Disclosing Party makes no express or implied representation or warranty as to the completeness or accuracy of the Confidential Information, and that the Disclosing Party shall have no liability whatsoever to the Receiving Party or any of its Representatives relating to or arising from their review or use of the Confidential Information. This Agreement does not constitute or create any obligation of the Disclosing Party to provide any Confidential Information or other information to the Receiving Party. Further, the Disclosing Party shall have no obligation to update any Confidential Information provided to the Receiving Party hereunder.

8. Privilege. The Disclosing Party does not intend to waive, or to cause any of its representatives to waive, any attorney-client, work product or other applicable privilege of the Disclosing Party (any of the foregoing, a "*Privilege*") by providing any Confidential Information subject to a Privilege, and any production by the Disclosing Party or any of its representatives of such information shall be inadvertent. Accordingly, the Receiving Party agrees that a production to the Receiving Party or any of its Representatives by the Disclosing Party or any of its representatives of Confidential Information protected by a Privilege shall not constitute a waiver of any such Privilege by any person, and the Receiving Party agrees that, upon request by the Disclosing Party or any of its representatives, the Receiving Party shall, and shall cause its Representatives to, immediately return or destroy such inadvertently produced Confidential Information.

9. Term. Except as otherwise provided herein, this Agreement will terminate on its two (2) year anniversary from the date hereof, *provided* that nothing in this Agreement shall limit the protection offered or afforded to trade secrets under applicable law.

10. Remedies. The Receiving Party acknowledges and agrees that there would be no adequate remedy at law for any breach of its obligations hereunder, as such breach would result in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In the event of litigation arising out of this agreement, if a court of competent jurisdiction issues a final, non-appealable judgment, the non-prevailing party in such litigation agrees to reimburse the prevailing party for its costs and expenses (including reasonable attorneys' fees).

11. Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of the Agreement. If any provision of this Agreement is held illegal, invalid or unenforceable by a court of competent jurisdiction, such provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

12. Choice of Law & Venue. Any dispute arising out of or relating to this Agreement shall be governed by the laws of the state in which the Disclosing Party's corporate office is located, without giving effect to any choice or conflict of law provision or rule. The Receiving Party agrees to submit to the jurisdiction of the courts of the state where the Disclosing Party's corporate office is located and the United States District Court for court of the state where the Disclosing Party's corporate office is located and the appellate courts having jurisdiction of appeals in such courts for the purpose of any suit, action or other proceeding arising out of this Agreement. The Receiving Party further hereby irrevocably and unconditionally waives any objection to the laying of venue in any such action, suit or proceeding in such

courts and agrees not to plead or claim in any such court that any such action, suit or proceeding has been brought in an inconvenient forum.

13. Definitive Agreement Controls. Until a definitive written agreement regarding a Transaction has been executed between the Disclosing Party and the Receiving Party (the “*Definitive Agreement*”), neither party shall be under any legal obligation or have any liability to the other party of any nature whatsoever with respect to a Transaction by virtue of this Agreement or otherwise (other than with respect to the explicit confidentiality and other obligations set forth herein). Except to the extent specified in the Definitive Agreement, the Disclosing Party, in its sole discretion, may (i) conduct a Transaction process that may or may not result in a Transaction in such manner as it deems appropriate, (ii) enter into a definitive agreement with any third party without notice to the Receiving Party, and (iii) reserve the right to change the Transaction process without notice to the Receiving Party (including, without limitation, terminating all further discussions with the Receiving Party and requesting that the Receiving Party return or destroy the Confidential Information as described above).

14. Enforcement. The Disclosing Party and its equity holders and affiliates are beneficiaries of this Agreement and shall have the right to enforce its terms.

15. Entire Agreement. This Agreement supersedes all prior discussions and agreements and constitutes the entire agreement between the Disclosing Party and the Receiving Party with respect to the subject matter hereof. This Agreement may only be modified in writing, signed by both the Disclosing Party and the Receiving Party.

16. Miscellaneous. This Agreement: (i) may not be amended, modified, or supplemented except in writing, signed by both the Disclosing Party and the Receiving Party; (ii) may not be assigned without the prior written consent of the Disclosing Party; (iii) shall be binding upon and inure to the benefit of the Disclosing Party, the Receiving Party, and their permitted successors and assigns; (iv) may be executed in multiple counterparts and exchanged electronically, with each such electronic copy constituting an original copy of this Agreement, binding on each party; and (v) shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. The Receiving Party represents and acknowledges that it has the power and authority to enter into this Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of _____, 2026.

[RECEIVING PARTY]

By: _____

Name:

Title:

[Signatures continue on the following page]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

[DISCLOSING PARTY]

By: _____

Name:

Title: