

MASTER CONSULTING AGREEMENT

This Master Consulting Agreement (the “**Agreement**”) is made and entered into and effective the last date written on the signature page between **GIGUNDA, LLC**, a Delaware limited liability company (“**Company**”), whose initial address for notice is Attention: Legal Department, [ADDRESS OMITTED], and MATHWHIZ LLC (“**Consultant**”), whose initial address for notice is [OMITTED]. Company and Consultant shall be referred to individually as “**Party**” and collectively as “**Parties**”.

In consideration of the mutual covenants and agreements, and subject to the terms and conditions contained in this Agreement, Company and Consultant agree as follows:

ARTICLE I. SERVICES PROVIDED BY CONSULTANT

A. Engagement and Services.

(1) Consultant shall provide data-analysis services pertaining to oil and gas exploration and production as Company or one of its Affiliates may request from time to time and as agreed by the Parties in one or more Statements of Work (each an “**SOW**” and collectively “**SOWs**”) which may be agreed to and entered into by the Parties from time to time (collectively the “**Services**”). Consultant agrees to perform such consulting and professional services and create and deliver certain deliverables as more particularly described in the relevant SOW.

(2) Affiliate shall mean, as to any company or person that is directly or indirectly, controls, or is controlled by, or is under the common control with Company.

(3) No obligation to either provide or pay for any Services shall be incurred by either party until such time that an SOW has been executed by authorized representatives of both Parties.

(4) The existence of this Agreement shall not be construed as imposing any obligation upon Company to submit or agree to an SOW or to otherwise request that Consultant perform any Services for the Company.

(5) Company makes no representations or warranties of any kind that it will provide any volume of work to Consultant, except as may be set forth in a signed SOW.

(6) Any such Services may be terminated early as provided for in this Agreement.

In the event of a conflict between the terms of an SOW and the terms of this Agreement, the terms of this Agreement shall supersede and control unless the SOW expressly states — on a provision-by-provision basis — that particular provisions in the SOW are intended to override this Agreement.

Prior to the commencement of any Services, an SOW will be prepared, typically in the form attached hereto as **Exhibit A**, but any form agreed to by both Parties may be used.

- B. All work and Services provided by Consultant pursuant to this Agreement shall be performed: (1) in a good and workman-like manner, (2) with customary diligence, and (3) in accordance with good industry practices and procedures and (i) the applicable law governing Consultant's type of work generally, and (ii) any specific laws that Company timely brings to Consultant's attention.
- C. Consultant may not transfer any right or obligation under this Agreement, or any part thereof, without the advance written consent of the Company. **EXCEPTION:** Consultant may assign this Agreement and any or all SOWs in connection with: (i) a sale or other disposition of substantially all of the assets of Consultant's business concerning the general subject matter of this Agreement; and/or (ii) a reorganization of Consultant (e.g., incorporating in a different state).

Any permitted assignee, transferee, delegatee or sub-Consultant that performs any part of the Services or other matters contracted for herein shall be bound by all of the terms and covenants of this Agreement.

Consultant will not use subcontractors for the Services without prior written consent of Company for such use. For the avoidance of doubt, though: This Agreement does not restrict Consultant's use of service providers for various

routine business- and/or technical functions, for example, software-as-a-service (“SaaS”) platforms.

ARTICLE II. RELATIONSHIP OF COMPANY AND CONSULTANT

- A. This Agreement does not create an employer-employee relationship between Company and Consultant. Consultant shall at all times act as an independent Consultant in furnishing all services under this Agreement.
- B. Consultant shall not be entitled to any pension, health insurance, profit sharing or other benefits that Company provides for its employees.
- C. (1) Company shall not be required to pay or withhold from any sums due to Consultant under this Agreement any payroll taxes, self-employment taxes, contributions for unemployment insurance, old age and survivor’s insurance or annuities, or worker’s compensation insurance which are upon wages, salaries or other compensation paid to Consultant.

(2) Consultant shall be solely liable for the payment of such sums, if any, which may be due in connection with work performed pursuant to this Agreement and shall defend, indemnify and hold harmless Company therefrom.

ARTICLE III. TERM AND TERMINATION

- A. This Agreement shall continue in full force and effect until termination as herein provided.

- B. Company may cancel this Agreement along with any SOW without cause at any time by giving the other Party five (5) business days written notice.
- C. (1) Either Party may immediately terminate this Agreement along with any SOW for good cause, which shall include
- (i) material breach of the terms hereof;
 - (ii) conduct by one Party exposing the other to potential liability to a third party for tort or contract damages; or
 - (iii) occurrence of either,
 - (a) events reasonably beyond the control of the terminating Party or,
 - (b) the discovery of information not reasonably known at the time of this Agreement, which renders continuation commercially unreasonable.
- (2) Notwithstanding anything herein to the contrary, Consultant's confidentiality and restricted use obligations hereunder with regard to Speculative Data, as defined below, shall continue until Consultant is advised in writing by the Company or the owner of the Speculative Data that the Speculative Data is no longer to be held confidential.
- D. Termination of this Agreement **shall not** extinguish or diminish those rights and obligations of either Company or Consultant, including but not limited to Article VI.D., that may have accrued prior thereto.

ARTICLE IV. CONFIDENTIALITY, NON-DISCLOSURE, AND CONFLICT OF INTEREST

A. Unless otherwise designated by Company, the following are “**Confidential Information**” of Company — defined more fully below:

(1) all work-related information, financial data, title information, seismic data, maps, letters, accounting information, memoranda, and other information provided by Company, and

(2) all other materials, plans, and evaluations with third parties concerning the services requested of Consultant.

B. Consultant shall treat all reports, spreadsheets, evaluations and other work product produced by Consultant in the performance of this Agreement as Company’s Confidential Information (see below) to the extent that other such information is contained or represented in such work product.

C. (1) In addition, all information provided by the Company, including, but not limited to, production, financial, accounting, land, legal, geological, engineering and geophysical data are **Confidential Information**.

(2) Confidential Information shall not be copied, distributed, disclosed or disseminated outside of the Consultant's business organization.

(3) Confidential Information also includes seismic data licensed from third parties (referred to as "**Speculative Data**"). The Speculative Data is subject to one or more licenses that impose various restrictions and limitations on the Company's ability to show, display, divulge or otherwise disclose the Speculative Data to the Consultant.

(4) The Consultant shall take prudent measures in ensuring the proper and secure storage of the Confidential Information, but not less than the degree of care as is used with respect to Consultant's own confidential information.

(5) Consultant shall at all times remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants and representatives.

(7) Consultant shall take prudent measures to protect the Confidential Information to prevent its unauthorized use, disclosure, dissemination, or publication.

(8) Consultant agrees not to use the Company's Confidential Information for its own purpose or for the benefit of any third party, without the prior written approval of the Company.

(9) Consultant shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

(10) Consultant will not manufacture or have manufactured any products which utilize or are the same or similar to any confidential designs or engineering data which have been transmitted to the Consultant by the Company hereunder.

(11) With regard to Speculative Data, Consultant further agrees that it: (i) will only view the Speculative Data for the Services and (ii) will not make an independent interpretation of the Speculative Data, transcribe, photocopy or reproduce the Speculative Data, or take any portion, copy or transcription of the Speculative Data, except as expressly permitted in writing by the Company. No Confidential Information furnished to Consultant shall be duplicated or copied by Consultant except as may be strictly necessary to effectuate the purpose of this Agreement. Within ten (10) days of the Company's request, Consultant shall return to the Company all of the Confidential Information and all copies which may have been made of the Confidential Information.

D. Confidential Information, however, does not include any of the following:

(1) information shown by Consultant to be independently possessed by Consultant—with reasonable corroboration of any statements by interested persons;

(2) information available without restriction—or readily ascertainable without the use of improper means as defined in the [U.S.] Defend Trade Secrets Act]—to or by persons who regularly deal with such information; and

(3) information to which Company grants access to one or more other persons without restrictions substantially similar to those of this Agreement.

- D. Consultant acknowledges that the securities of Navitas Petroleum Limited Partnership, the Company's parent are publicly traded on the Tel-Aviv Stock Exchange, and that the Confidential Information is or may be price-sensitive information and may be considered "Inside Information".

ARTICLE V. COMPENSATION AND EXPENSES

- A. The Company will pay the Consultant as provided in the relevant SOW for the Services provided by the Consultant.

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- B. Any additional fees or expenses, including travel expenses, must be pre-approved in writing by Company.
- C. Company will not be obligated to pay Consultant for any additional fees or expenses that were not pre-approved.
- D. Consultant will submit invoices to Company on a monthly basis.
- E. Invoices will state the hours worked for each day (only if the SOW provides for hourly compensation) and the amount due for the applicable period, along with a

- reasonably-detailed explanation of all work performed for such fees and supporting documentation requested by Company.
- F. The Company will not be obligated to pay Consultant for any invoice(s) submitted later than two months after the date of work performed for the Services by Consultant.
- G. Company agrees (1) to pay all undisputed invoices within thirty (30) days from receipt of an invoice from Consultant, and (2) to promptly (but in any case no later than the due date) alert Consultant to any disputes about invoices, with reasonable supporting documentation.
- F. Consultant shall be solely responsible for all its own insurance and shall at all times during the performance of labor or service for Company under this Agreement maintain such types and amounts of insurance, including without limitation, automobile, general liability and worker's compensation insurance, as may be reasonably required by Company. Consultant shall furnish to Company proof of required insurance upon request.
- G. If a SOW provides for Consultant to provide services on a time-and-materials ("T&M") basis, then Company shall have the right at any time within two (2) years after making any payment hereunder to have reasonable audits conducted of records, books and invoices related thereto. This right survives the termination of this Agreement. Company's failure to timely exercise its audit right shall in no event constitute a waiver of any of Company's other rights under this Agreement, or otherwise.

ARTICLE VI. MISCELLANEOUS

A. Consultant agrees to defend, indemnify and hold harmless the Company and its parent, employees, invitees, shareholders, agents, directors and officers from any claims, losses, damages, attorneys' fees, court costs, or reasonable expenses of litigation, arising out of the Consultant's performance of services, duties or obligations in connection with this Agreement. This indemnity provision is limited to the extent necessary to comply with any applicable state or federal law, and this provision is deemed to be amended to comply therewith.

B. (1) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR INCURRED BY THE OTHER PARTY IN CONNECTION WITH ANY ACT OR OMISSION RELATED TO PERFORMANCE UNDER THIS AGREEMENT.

(2) DAMAGES CAP: Except as provided in subdivision (3): In any claim arising out of or relating to an alleged breach of this Agreement by a Party, that Party's liability will not exceed an aggregate of 1.5 TIMES the price of services stated in the applicable SOW.

(3) For the avoidance of doubt, the damages cap of subdivision (2) does **not** apply to: (A) amounts due to Contractor under the applicable SOW, e.g., fees for services or, where applicable, expense reimbursements, nor (B) breach of a confidentiality obligation in this Agreement.

C. (1) This Agreement shall be governed by the internal laws of the State of Texas, without reference to rules or principles governing conflict of law.

(2) The exclusive venue for any dispute relating to this Agreement shall be in the state or federal courts within Harris County, Texas.

D. The provisions of this Agreement relating to confidentiality, non-disclosure, conflict of interest, indemnification, exclusions and limitations of damages and liability, payment, warranty and representations, exclusions of warranty, choice of law, and choice of forum, shall survive any termination or expiration of this Agreement.

E. (1) The Parties' respective obligations under this Agreement shall be suspended during the period, and to the extent the affected Party is prevented, in whole or in part, from complying therewith by any cause beyond such Party's reasonable control,

including, to the extent the foregoing standard is met, extreme weather, fire, flood, earthquakes, other elements of nature or acts of God, civil disturbances, riots, rebellions, revolutions, accidents, court orders, acts of a Governmental Authority, acts of war, terrorist activity, or conditions arising out of or attributable to war (whether declared or undeclared) or terrorist activity, significant spread of contagious diseases, shortages of labor, equipment or materials,

and any other cause, whether of the kind herein enumerated or otherwise, that is beyond a Party's reasonable control and that cannot be prevented or

overcome by the exercise of due diligence (in each case, a “**Force Majeure Event**”).

(2) In such event, the Party affected by such Force Majeure Event shall give written notice of suspension to the other Party as soon as reasonably practicable, specifying the Force Majeure Event and its obligations under this Agreement that have been affected and stating the date and extent of such suspension.

(3) The affected Party shall use commercially reasonable efforts to resume such suspended obligations as soon as reasonably practicable and shall notify the other Party in writing of the date of resumption of the provision of its obligations hereunder.

(4) Notwithstanding the foregoing, a Force Majeure Event will not relieve either Party of its obligation to make a payment due or perform any defense obligations hereunder.

F. This Agreement constitutes the entire agreement of the Parties. If any part of this Agreement shall be unenforceable for any reason, the remaining parts of the Agreement shall nevertheless be binding upon and inure to the benefit of the Parties.

G. Notices. All notices shall be deemed effective when received and made in writing upon receipt, refusal, or after reasonable but unsuccessful efforts at delivery.

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- H. The failure of Company to exercise any of its rights under this Agreement shall not constitute a waiver of such rights with respect to any future occurrence or breach of this Agreement.
- I. (1) This Agreement and any SOW may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement.
- (2) Electronic signatures are agreed to.
- (3) A signed counterpart of this Agreement or any SOW may be delivered electronically by transmitting any portion that includes the signed signature page, with the same effect as transmitting the entire document, as long as that portion is clearly identifiable as part of the document.
- J. If any provision of this Agreement is invalid, illegal, or unenforceable, the balance of this Agreement shall remain in effect.
- K. Each party **DISCLAIMS** all IMPLIED warranties, representations, conditions, and terms of quality; for emphasis, however, this disclaimer does not affect any of the foregoing that is clearly stated in this Agreement or in the applicable SOW.
- K. By signing and sending an agreed final version of this Agreement or any SOW to the other Party, each Party certifies that what the signing Party is sending is the agreed final version, without changes, **unless** the signing Party explicitly alerts the other Party, in writing, that changes were made.

[Signature Page Follows]

AGREED – Company: GIGUNDA, LLC, by:	AGREED – “Consultant: THIS IS PETROLEUM SYSTEMS LLC, by:
_____ Signature	_____ Andrew Pepper, Managing Director
_____ Printed name	_____ Date signed
_____ Title	
_____ Date signed	

GIGUNDA Exhibit A

Statement of Work # _____

This Statement of Work ("SOW") is an exhibit to and a part of that certain Master Consulting Services Agreement (the "Agreement"), entered into by and between Gigunda, LLC ("Company") and [CONSULTANT NAME] ("Consultant"), with an effective date of _____, 2025. This SOW will be effective only when signed by Customer and Consultant, and may only be amended as provided for in the Agreement.

1. Services.

a. Project Name.

b. Summary of Project.

c. Detailed Description of Project Services.

2. Acceptance Criteria for Services and Work Product.

3. Assumptions.

4. Project Schedule.

5. Project Staffing.

COMPANY

CONSULTANT

GIGUNDA, LLC

[CONSULTANT NAME]

By:

By:

Title: _____

Title: _____

By:

Title: _____

