

Pyramid Lake Paiute Tribal Council

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Nixon, Nevada 89424
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RESOLUTION NO.: PL 104-21

RESOLUTION OF THE TRIBAL COUNCIL OF THE PYRAMID LAKE PAIUTE TRIBE NIXON, NEVADA

WHEREAS, the Pyramid Lake Paiute Tribe (“Tribe”) is organized pursuant to the provisions of Section 16 of the Indian Reorganization Act (25 U.S.C. § 476) and is federally recognized by the United States Government through the Secretary of the Interior and the Bureau of Indian Affairs; and

WHEREAS, the Pyramid Lake Paiute Tribal Council, the Tribe’s governing body, is empowered to enter into contracts and agreements; and

WHEREAS, on May 21, 2021, the U.S. Bureau of Land Management (“BLM”) publicly issued a Final Environmental Assessment (“EA”) approving the San Emidio II Geothermal Project proposed by ORNI 36 LLC, a subsidiary of Ormat Nevada, Inc. (collectively, “Ormat”), which, among other things, requires that Ormat prepare a Groundwater Monitoring Plan to monitor potential adverse effects to the Tribe’s resources from the San Emidio Geothermal Project, in consultation with the Tribe; and

WHEREAS, the Tribe and Ormat have determined and agreed that it is in their mutual interests to enter into a Mutual Non-Disclosure Agreement so that they can share confidential and proprietary information and data with each other that each of the Tribe and Ormat recognize is beneficial to them in the development of the Groundwater Monitoring Plan and without such confidential and proprietary information being at risk of disclosure to the general public; and

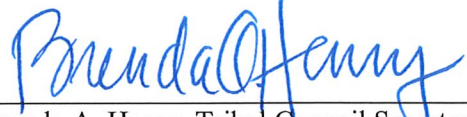
WHEREAS, the Mutual Non-Disclosure Agreement is attached hereto; and

NOW, THEREFORE BE IT RESOLVED, that the Pyramid Lake Paiute Tribal Council hereby approves the Mutual Non-Disclosure Agreement between the Pyramid Lake Paiute Tribe and ORNI 36 LLC, a subsidiary of Ormat Nevada, Inc.; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Pyramid Lake Paiute Tribal Council hereby authorizes and directs the Tribal Chairwoman to sign and execute the Mutual Non-Disclosure Agreement between the Pyramid Lake Paiute Tribe and ORNI 36 LLC, a subsidiary of Ormat Nevada, Inc.

CERTIFICATION

It is hereby certified that the foregoing resolution of the Pyramid Lake Paiute Tribal Council, governing body of the Pyramid Lake Paiute Tribe, composed of ten members, of whom ten (10) constituting a quorum were present at a meeting duly held on the 18th day of August, 2021 was adopted by the affirmative vote of eight (8) FOR and one (1) AGAINST, with zero (0) ABSTENTIONS; pursuant to the authority contained in the Constitution and By-laws of the Pyramid Lake Paiute Tribe.



Brenda A. Henry, Tribal Council Secretary
Pyramid Lake Paiute Tribal Council

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Non-Disclosure Agreement**") is entered into as of August 18, 2021, by the Pyramid Lake Paiute Tribe (the "**Tribe**"), having a business address at 208 Capitol Hill, P.O. Box 256, Nixon, Nevada 89424, and ORNI 36 LLC, a subsidiary of Ormat Nevada, Inc. (collectively, "**Ormat**"), having a business address at 6140 Plumas Street, Reno, NV. Each of the Tribe and Ormat is referenced below as a "**Party**", and together as the "**Parties**".

The Parties desire to share information for purposes of Ormat's development of a hydrological monitoring plan (the "**Monitoring Plan**") in coordination with the Tribe as required by U.S. Bureau of Land Management's May 21, 2021 Final Environmental Assessment, Finding of No Significant Impact, and Record of Decision for the North Valley Geothermal Development Project at the San Emidio Geothermal Field issued pursuant to the National Environmental Policy Act, 42 U.S.C. § 4321, et seq. (the "**Purpose**"), in connection with which the Parties may exchange Confidential Information (as defined below). The Party disclosing such Confidential Information shall be referenced below as "**Disclosing Party**", and the Party receiving such Confidential Information shall be referenced below as "**Recipient**".

In consideration of the mutual promises below and for other good and valuable consideration, the Parties agree as follows:

- 1) "Confidential Information" means any and all non-public and confidential or proprietary information of Disclosing Party or any of its related entities, irrespective of whether of a technical or business nature, in verbal, written, tangible or non-tangible form, or disclosed to Recipient or acquired through inspection of the property or facilities of Disclosing Party or any of its related entities. Confidential Information includes, without limitation, design, engineering, drawings, process models, specifications, products, processes, prototypes, formulae, works in progress, systems, test procedures and results, start-up, operating and maintenance procedures, manufacturing and marketing techniques, business plans, client and supplier lists, client's development plans and future requirements, market information, offers, reservoir data, any related research, technologies, inventions, discoveries, ideas, concepts, know-how, improvements, patent applications, patents and trade secrets, and generally, any other geological, technical, business and/or financial information.
- 2) Recipient will keep the Confidential Information confidential, and may use the same solely for the Purpose. Recipient will use the same degree of care to safeguard the Confidential Information as it would use to protect its own trade secrets, but not less than a reasonable degree of care. When Ormat is or will be a contractor of any United States federal agency in connection with the project to which the Purpose is related, neither the confidentiality provision contained in this Non-Disclosure Agreement, nor confidentiality provisions contained in any existing contract with the Company shall be construed to prohibit or otherwise restrict Ormat, as a contractor or subcontractor of the

United States from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information under the relevant procurement.

- 3) Disclosing Party shall use reasonable commercial efforts to mark Confidential Information which, by its nature, is not obviously confidential, as "Confidential". However, an inadvertent failure to mark a particular disclosure as "Confidential" does not constitute a waiver of protections under this Non-Disclosure Agreement.
- 4) Confidential Information does not include information that: (i) at the time of disclosure was or subsequently becomes available to the general public through reasonable and proper means, and through no fault of or attributable to Recipient, (ii) was already in the possession of Recipient in written form or in the form of a physical embodiment at the time of disclosure through no improper means and was not obtained from Disclosing Party, (iii) is obtained after the time of disclosure by Recipient through no improper means from a third party who is not known by Recipient to be under an obligation of confidentiality to Disclosing Party, or (iv) is independently developed and reduced to writing or a physical embodiment by the employees or agents of Recipient or any of its related entities without reference to or use of the Confidential Information. Recipient may disclose Confidential Information to the extent disclosure is required by law or by any competent regulatory authority, by order of any court of competent jurisdiction or pursuant to the rules of the stock exchange on which the securities of Recipient or any of its related entities are traded, but only if Disclosing Party is given written notice of the proposed disclosure as soon as Recipient becomes aware of the disclosure obligation, to the extent practicable, so that Disclosing Party may challenge the requirement or seek an appropriate protective order or other appropriate remedy. In the event that Confidential Information must be disclosed, and a protective order or remedy is not obtained, such disclosure shall be made solely for the required purpose and shall be limited to that part of the Confidential Information legally required to be disclosed. In such event, Recipient shall request that the Confidential Information disclosed be treated confidentially by the recipient thereof.
- 5) Recipient may disclose the Confidential Information to subsidiaries, affiliates, and its and their officers, directors, employees, legal, financial and/or technical/engineering advisors, agents, representatives, successors and permitted assigns, solely on a need to know basis in connection with the Purpose, provided that Recipient will require any such persons or entities to abide by the provisions of this Non-Disclosure Agreement, and shall be responsible for any breach thereof by such persons or entities.
- 6) Upon termination of this Agreement or upon the written request of Disclosing Party at any time, Recipient will promptly, at its option, either return to Disclosing Party or destroy all Confidential Information in the form of hard originals/copies, including any and all originals/copies in any digital or electronic format, provided that the Recipient shall not be required to purge or cause others to purge electronic archival media automatically generated by backup computer systems if said media will be destroyed pursuant to a systematic records retention process and not otherwise utilized.

- 7) Recipient acknowledges and agrees that the amount of damages suffered by Disclosing Party as a result of Recipient's breach of any provisions hereof could be difficult to ascertain, and that Disclosing Party shall be entitled, in addition to all other remedies available to it, to injunctive or other equitable relief to prevent or remedy any such breach.
- 8) All proprietary information disclosed by Disclosing Party to Recipient shall remain the property of Disclosing Party. There are no warranties of any nature by implication or otherwise, including warranties of the completeness, quality or accuracy of any Confidential Information. This Non-Disclosure Agreement does not obligate either Party to provide any Confidential Information to the other Party, to enter into a further contract, or to reimburse the other Party for any costs incurred in the performance hereunder. This Non-Disclosure Agreement does not create a partnership, joint venture or exclusive relationship, nor does it constitute the granting of a license between the Parties. Each of the Parties remains free, in its own discretion, to pursue research and development and other business relationships with third parties, so long as it abides by its obligations hereunder.
- 9) The term of this Non-Disclosure Agreement shall be co-extensive with the term of the Monitoring Plan.
- 10) The laws of the State of Nevada will govern this Non-Disclosure Agreement. Any dispute arising under or related to this Non-Disclosure Agreement shall be resolved by the United States District Court for the District of Nevada, and each Party hereby irrevocably and unconditionally submits to such exclusive jurisdiction and venue. In the event of litigation relating to this Non-Disclosure Agreement, if a court of competent jurisdiction determines that a Party or any of its representatives has breached this Non-Disclosure Agreement, then that Party will pay the other Party's reasonable legal fees, expenses and court costs incurred in connection with any such litigation.
- 11) This Non-Disclosure Agreement is the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior discussions, understandings and agreements between the Parties in connection with the same.
- 12) This Non-Disclosure Agreement may be signed in counterparts, and shall be amended only if both Parties agree to do so in writing. The Parties intend to allow for the electronic execution, imaging and storage of this Non-Disclosure Agreement and the admissibility into evidence of such an image in lieu of the original paper version of this Non-Disclosure Agreement. The Parties stipulate that any computer printout of any such image of this Non-Disclosure Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the Parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The Parties agree not to contest, in any proceeding involving the Parties in

any judicial or other forum, the admissibility, validity, or enforceability of any image of this Non-Disclosure Agreement because of the fact that such image was stored or handled in electronic form.

Ormat Nevada, Inc.

By: _____
Paul Thomsen
Vice President, Business Development

Date: **Paul** _____ Digitally signed
by Paul
Thomsen
Thomsen Date: 2021.08.17
19:49:17 -07'00'

Pyramid Lake Paiute Tribe

By: _____
Janet Davis, Chairwoman

Date: 8/19/2021