

NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") is effective **on February 21, 2024** ("Effective Date") between:

Shell Canada Products, having an office at
400-4th Avenue SW, P.O. Box 100 Station M, Calgary, Alberta T2P 2H5, Canada
Attention: Real Estate Department

("**Shell**");

And

- _____ ****INSERT LEGAL NAME OF COUNTERPARTY****,
having an office at _____ ****insert address**** ("Company"),

each referred to as a "Party" and together as the "Parties".

RECITALS

- i. Receiving Party is interested in having access to certain information which Disclosing Party considers confidential and valuable; and
- ii. Disclosing Party is willing to disclose such information as it deems appropriate and Receiving Party is willing to receive such information for the Purpose, on the following terms and conditions.

THE PARTIES AGREE AS FOLLOWS

1. **Definitions.** Capitalised words and expressions have the following meanings.

- **Affiliate:** in reference to a Party: any person, other than the Party, that at the time in question (i) directly or indirectly controls or is controlled by such Party; or (ii) is directly or indirectly controlled by an entity that also directly or indirectly controls such Party. For the purpose of this definition, "**control**" means the direct or indirect ownership of in aggregate fifty percent or more of the voting rights in the particular entity, whether by ownership of equity interest, by contractual rights or otherwise.
- **Confidential Information:** Any information (including data) relating to the Potential Transaction disclosed by Disclosing Party or its Affiliates to Receiving Party or its Affiliates, including but not limited to a Party's or its Affiliates' financial condition, operations, products, services, business plans, or other commercial, contractual, financial or strategic information. Confidential Information includes (i) the contents of this Agreement, (ii) the fact that any Confidential Information has been disclosed, and (iii) the extent, content, nature and status of any discussions or negotiations in connection with the Potential Transaction.
- **Disclosing Party:** the Party disclosing Confidential Information to the other Party.
- **Permitted User:** any Affiliate of Receiving Party, and any employee, internal contract worker, officer, director of Receiving Party or its Affiliates; any financial, credit, legal or other professional advisor of Receiving Party or its Affiliates; and/or any other person expressly approved as a Permitted User in writing by Disclosing Party.
- **Potential Transaction:** Shell Mobility Real Estate is selling subdivided surplus land adjacent to an existing Shell mobility location. NDA will need to be signed by potential purchasers to obtain access to a data room containing items such as Sale Agreement/Environmental reports/Title/Property Tax bill/etc....

- **Purpose:** the evaluation of Confidential Information by Receiving Party to consider, discuss, negotiate and potentially enter into further definitive agreements, with Disclosing Party or its Affiliates, in relation to the Potential Transaction.
- **Receiving Party:** the Party receiving Confidential Information from the other Party.

In this Agreement, “including” means “including but not limited to” and “applicable laws” means “any statutes, judgments and orders of courts or judicial bodies of competent jurisdiction, rules, regulations and orders issued by governmental or other regulatory bodies, including those of any recognised listing authority or stock exchange, applicable to one or both Parties”.

2. **Restricted use & Non-disclosure.** In consideration of the disclosure of Disclosing Party's Confidential Information to Receiving Party, Receiving Party will: (a) not use such Confidential Information, except for the Purpose; and (b) not disclose such Confidential Information to any third party, except as expressly permitted in this Agreement.
3. **Permitted disclosure.** Receiving Party may disclose such Disclosing Party's Confidential Information as is reasonably necessary for the Purpose to any Permitted User who: (a) has a legitimate need to use such Confidential Information for the Purpose; (b) has first been informed of the confidential nature of the Confidential Information; and (c) is bound by obligations no less stringent than those under this Agreement; provided that Receiving Party remains liable for any breach of such obligations by any Permitted User.
4. **Exceptions.** The obligations and restrictions in this Agreement do not apply to any Confidential Information that Receiving Party can prove: (a) was lawfully known to Receiving Party or any of its Affiliates without restriction on disclosure at the time of disclosure to Receiving Party; (b) was publicly available at the time of disclosure to Receiving Party, or becomes publicly available thereafter through no fault of Receiving Party or any Permitted User; (c) is received or obtained by Receiving Party without restriction on disclosure from a third party (other than one disclosing on behalf of Disclosing Party or any of its Affiliates) without breach of non-disclosure obligations; or (d) is developed by Receiving Party or any of its Affiliates independently of the Confidential Information.
5. **Mandatory disclosure.** If Receiving Party or any Permitted User is required by any court, judicial, governmental or regulatory body, or otherwise under applicable laws, to disclose any Confidential Information, Receiving Party will, to the extent lawful to do so: (a) promptly send a notice to Disclosing Party to allow Disclosing Party or its Affiliate to oppose the requirement, to seek a protective order and/or to take any other action to protect the Confidential Information; and (b) reasonably cooperate, if requested by Disclosing Party or its Affiliate, in taking any of these actions at Disclosing Party's cost and expense; and (c) disclose only that portion of Confidential Information legally required to disclose and will use reasonable endeavours to obtain assurances that confidential treatment is given to the Confidential Information.
6. **Return or destruction.** At Disclosing Party's written request, Receiving Party will, within thirty (30) days of receipt of such request, either return, destroy or delete all provided Confidential Information as well as any copies in its possession, and procure the same of any Permitted User. The foregoing does not apply to: (a) copies of Confidential Information created by automated processes (such as for backup purposes), provided these copies will be deleted in accordance with the regular ongoing records retention process of Receiving Party or any Permitted User and not be used prior to deletion; (b) any Confidential Information that Receiving Party or any Permitted User is required to retain under applicable laws, which may be retained for such purpose only; and (c) one copy of Confidential Information that may be retained for legal or management decision archival purposes only; and (d) copies of Confidential Information contained in executive summaries, management presentations and board documentation of Receiving Party or its Affiliates prepared strictly for the Purpose; provided that the non-disclosure obligations continue to apply, and such retained copies or Confidential Information may not be used for any purpose other than stated in this clause.
7. **No licence.** Nothing in this Agreement grants Receiving Party or any Permitted User any proprietary interest in or licence under any intellectual property rights of Disclosing Party or its Affiliates.

8. **Data privacy.** Insofar Confidential Information constitutes information relating to an identified or identifiable individual ("Personal Data"), Receiving Party will protect such Personal Data received for the purpose of this Agreement in line with applicable law and this Agreement.
9. **Trade Controls.** Each Party warrants and represents that it is and will stay knowledgeable about and will ensure compliance with Trade Control Laws applicable to the performance of this Agreement, and will not do anything which causes it or the other Party to be exposed to any risks under Trade Control Laws. "Trade Control Laws" means any laws concerning trade or economic sanctions or embargoes, trade controls on the import, export, re-export, transfer or otherwise trade of goods, services or technology, and any other similar regulations, rules, restrictions, orders or requirements having the force of law, including those of the European Union, the United Kingdom, and the United States of America or any government laws applicable to a Party to the Agreement.
10. **Warranties.** DISCLOSING PARTY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITIES WHATSOEVER, WITH RESPECT TO THE ACCURACY, COMPLETENESS, QUALITY, UTILITY OF ANY CONFIDENTIAL INFORMATION, OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE FREEDOM FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY USE OF CONFIDENTIAL INFORMATION. HOWEVER, DISCLOSING PARTY WARRANTS AND REPRESENTS THAT IT HAS THE RIGHT TO DISCLOSE THE CONFIDENTIAL INFORMATION PROVIDED TO RECEIVING PARTY UNDER THIS AGREEMENT.
11. **Limitation on liability.** DISCLOSING PARTY, ITS AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES ARE NOT LIABLE IN ANY WAY FOR ANY LOSS, DAMAGES OR EXPENSES ARISING FROM OR IN CONNECTION WITH THE USE OF OR RELIANCE UPON ANY CONFIDENTIAL INFORMATION (UNLESS DIRECTLY RESULTING FROM A BREACH BY DISCLOSING PARTY OF THE WARRANTY AND REPRESENTATION SET FORTH IN THE LAST SENTENCE OF THE PRECEDING CLAUSE) OR ANY ALLEGATION THAT SUCH USE INFRINGES ANY INTELLECTUAL PROPERTY RIGHT. WITHOUT LIMITING THE FOREGOING, A PARTY, ITS AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES ARE NOT LIABLE IN ANY WAY FOR ANY OF THE FOLLOWING ARISING OUT OF OR RELATED TO THIS AGREEMENT (REGARDLESS OF NEGLIGENCE OR FAULT): (A) LOSS OF PRODUCTION, USE, REVENUE, PROFIT, ANTICIPATED PROFIT, SAVINGS OR BUSINESS; (B) INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OF ANY KIND.
12. **Assignment.** A Party will not assign this Agreement or any of its rights or obligations arising therefrom without the other Party's prior written consent, which consent will not be unreasonably withheld.
13. **Third-party rights.** Unless it is expressly stated, no term of this Agreement is enforceable by any person who is not a Party to this Agreement. This Agreement may be terminated, rescinded or amended by the Parties without the consent of the Parties' Affiliates or any other person.
14. **Amendment & waiver.** An amendment to, or waiver of any right or remedy under this Agreement will only be valid if it is in writing and signed by each Party. Failure or delay in exercising any right or remedy under this Agreement will not constitute a waiver nor will any single or partial exercise preclude any further exercise of any other right or remedy.
15. **Severance.** If any provision or part of a provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision or part thereof shall be deemed deleted but the remainder of this Agreement will remain valid and enforceable.

16. **Notices.** Any notice (other than for services of or documents relating to any legal proceedings) under this Agreement must be in writing and in English, and sent by pre-paid courier, by recorded post, or by email. Notices are effective upon actual delivery to (as amended by any notice) the below person at the address first specified in the Agreement, or to the below email address with (non-automated) confirmation receipt:

- in respect of Shell:

Attention: Real Estate Property Manager, Dominic Cuzzocrea
Email: dominic.cuzzocrea@shell.com

in respect of Company:

Attention: _____
Email: _____

17. **Term.** This Agreement is effective from the Effective Date and will continue in force for 6 month(s). On termination or expiry of this Agreement, the non-disclosure and non-use obligations will remain in effect for a period of 1 year thereafter. Any provisions expressly stated or by their nature intended to remain in effect on or after termination or expiry of this Agreement do so, along with all remedies attached to them.
18. **Entire agreement.** This Agreement forms the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior (written, oral, express or implied) communications, understandings, arrangements and agreements between the Parties relating to its subject matter. However, this Agreement does not extend the term of non-disclosure and non-use obligations in respect of any Confidential Information that is subject to an agreement executed by the Parties prior to the Effective Date. This Agreement supersedes and replaces any form of click-through or click-wrap agreement by the Receiving Party, during the term of this Agreement, associated with any electronic data room made available to the Receiving Party by the Disclosing Party as part of the Purpose, subject to electronic acceptance by users ("Click-wrap Agreement"). Click-wrap Agreements will not amend or be deemed an amendment to this Agreement and this Agreement prevails.
19. **No further commitments.** Neither Party (nor any of its Affiliates) is under any legal obligation or commitment to enter into discussions or any further agreement in relation to the Purpose merely because of this Agreement. This Agreement does not constitute and should not be construed to constitute an offer or commitment to proceed with the Purpose.
20. **Dispute resolution.** Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom in respect of any dispute, controversy or claim arising out of or in connection with this Agreement or its subject matter or formation, whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination, and including any non-contractual dispute or claim.
21. **Governing law.** This Agreement shall, in all respects, be subject to, and interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and applicable laws of Canada without giving effect to principles of conflicts of laws, and shall, in all respects, be treated as a contract made in the Province of Alberta.
22. **Execution.** This Agreement may be executed in counterparts. Each executed counterpart is an original and all counterparts together constitute one and the same agreement. An executed counterpart made by photocopy, in PDF or any other agreed format is an original. Unless prohibited by applicable laws, the Parties may agree using a designated on-line tool to sign this Agreement with a digital signature. If a Party signs with such tool, the Parties agree to waive any right to dispute the signature or the admissibility of the Agreement based on the absence of a physical signature.

The Parties have executed this Agreement to be effective as of the Effective Date.

Shell Canada Products

****INSERT LEGAL NAME OF COUNTERPARTY****

by its managing partner

Shell Canada Limited

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: