

## CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this “*Agreement*”) is entered into effective the \_\_\_\_ day of [●] 2025, (the “*Effective Date*”), by and between **NORTHWEST PIPELINE LLC** (“*Northwest*”), a Delaware limited liability company, with offices at 2800 Post Oak Blvd, Houston, TX, 77056 and [COUNTERPARTY] (“*Counterparty*”), a [●], with offices at [●]. Each of Counterparty and Northwest is sometimes referred to herein individually as a “*Party*” or collectively as the “*Parties*”.

In consideration of the mutual covenants of this Agreement, the Parties hereby agree as follows:

1. In connection with discussions between the Parties and their respective evaluation and consideration of one or more possible business arrangements relating to expansion opportunities along Northwest’s mainline (the “*Subject Matter*”), each Party is willing, in accordance with the terms and conditions of this Agreement, to disclose (either through itself or its Representatives, defined below) to the other Party (or its Representatives) certain Confidential Information, as defined below, on a nonexclusive basis, relating to the Subject Matter.
2. The term “*Confidential Information*” as used in this Agreement shall mean the fact that the Parties are having discussions regarding the Subject Matter, the proposed or actual structure of possible transactions regarding the Subject Matter, the discussion between the Parties concerning the Subject Matter, any and all non-public written, printed, electronic or other materials regarding the Subject Matter provided by the disclosing Party to the receiving Party and the substance and content thereof. Confidential Information shall include, but not be limited to, all technical, engineering, marketing, operational, economic or financial knowledge, information or data of any nature whatsoever relating to the Subject Matter which may hereafter be provided or disclosed by the disclosing Party in connection with the Subject Matter and all notes, analyses, compilations, studies or other documents in tangible form (whether in written form, electronically stored or otherwise) that contain or otherwise reflect Confidential Information prepared by or on behalf of the disclosing Party. The Parties acknowledge that they or their respective parents, subsidiaries, or affiliates may be subject to legal restrictions that may prohibit the disclosure of certain information to the other Party and the Parties agree that (i) prior to disclosing information, each Party will evaluate appropriate limits on any disclosure or exchange, consulting with counsel as appropriate, and (ii) nothing in this Agreement will be deemed to (a) obligate a Party to disclose any information, or (b) limit or restrict the right of either Party, their respective parents, subsidiaries, or affiliates to compete with each other or create any liability as a result of such competition.
3. In consideration of the disclosure referred to in Paragraph 1 hereof, the receiving Party agrees that Confidential Information shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including

by means of photocopy, reproduction or electronic media, without the disclosing Party's prior written consent, except as provided in this Agreement.

4. Confidential Information does not include information that:
  - (a) is already known to the receiving Party or its Representatives as of the date of disclosure hereunder and not subject to any obligation of confidentiality on the part of the receiving Party;
  - (b) is already in possession of the public or becomes available to the public other than through the act or omission of the receiving Party or of any other person to whom Confidential Information is disclosed;
  - (c) is acquired independently from a third party that to the receiving Party's knowledge after reasonable inquiry has the right to disseminate such information at the time it is acquired by the receiving Party without violation of any legal, contractual or fiduciary obligation owed by such party to the disclosing Party; or
  - (d) is developed by the receiving Party or its Representatives independently of Confidential Information received from the disclosing Party.
5. The receiving Party may disclose Confidential Information without the disclosing Party's prior written consent to an Affiliated Company (as defined below), provided that the receiving Party guarantees the adherence of such Affiliated Company to the terms of this Agreement. "***Affiliated Company***" shall mean any company or legal entity which controls, or is controlled by, or is under common control with, a Party. "***Control***" means (i) the ownership directly or indirectly of more than fifty percent (50%) of the voting rights in a company or other legal entity or (ii) the direct or indirect power or authority, by contract or otherwise, to control or direct, or cause the direction of, the management and policies of the company or other legal entity, including, without limitation, serving as the general partner of a limited partnership.
6. The receiving Party may disclose Confidential Information without the disclosing Party's prior written consent to the extent such information is required to be disclosed under applicable law, stock exchange regulations or by a governmental order, decree, regulation or rule (provided that the receiving Party shall make all reasonable efforts to give prompt written notice to the disclosing Party prior to such disclosure).
7. The receiving Party may disclose Confidential Information without the disclosing Party's prior written consent to such of the following persons ("***Representatives***") to the extent that they have a clear need to know in order to evaluate the Subject Matter:
  - (a) employees, officers, partners and directors of the receiving Party;
  - (b) employees, officers, partners and directors of an Affiliated Company;

- (c) any legal counsel, accountant, consultant, advisor or agent retained by the receiving Party or its Affiliated Company;
- (d) any bank or other financial institution or entity funding or proposing to fund the receiving Party's participation in any project related to the Subject Matter, including any consultant retained by such bank or other financial institution or entity; or
- (e) an entity subject to confidentiality obligations that has entered into an agreement to succeed to substantially all of the assets or businesses of the ultimate parent of receiving Party, whether by merger or otherwise.

The receiving Party shall inform its Representatives of the confidential and proprietary nature of the Confidential Information and shall instruct its Representatives to comply with the provisions hereof. The receiving Party shall be responsible for any breach of this Agreement by its Representatives.

- 8. The receiving Party, its Affiliated Companies and its Representatives shall use or permit the use of Confidential Information disclosed under this Agreement only to evaluate, negotiate, and/or consummate a transaction related to the Subject Matter and for no other use, in whole or in part, without the prior written consent of the disclosing Party.
- 9. The receiving Party shall be responsible for ensuring that all persons to whom Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any unauthorized person.
- 10. Neither Party nor any of its Representatives or Affiliated Companies shall be liable to the other Party nor any of its Representatives or Affiliated Companies for any consequential, special, incidental, multiple, exemplary or punitive damages for performance or non-performance under this Agreement or for any actions undertaken in connection with or related to this Agreement, including, without limitation, damage claims based on causes of action for breach of contract, tort or any other theory of recovery. For the avoidance of doubt, nor shall either Party or its Representatives or Affiliated Companies be liable to the other Party or its Representatives or Affiliated Companies for any claim of lost profits, whether such claim of lost profits is categorized under this Agreement as indirect, direct or consequential damages or whatever theory of recovery.
- 11. The receiving Party shall acquire no proprietary interest in or right to Confidential Information, and the disclosing Party may demand the destruction thereof at any time upon giving written notice to the receiving Party. Within thirty (30) days of receipt of such notice, the receiving Party shall return or destroy (in its discretion) all of the original Confidential Information and shall destroy or cause to be returned or destroyed all copies and reproductions (in whatever form, including but not limited to, electronic media) in its possession and in the possession of persons to whom it was disclosed pursuant to this Agreement, except that the receiving Party and its Representatives shall be entitled to retain Confidential Information (and any derivative thereof) as required by law, regulation, stock

exchange rule and to the extent that backup copies of computer or other electronic records are retained by a Party in the ordinary course of its business (provided the same is maintained in accordance with the terms of this Agreement). If the receiving Party loses or makes an unauthorized disclosure of Confidential Information, it shall notify the disclosing Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.

The foregoing shall not apply to (a) corporate documents of the receiving Party which contain data derived from Confidential Information and which documents the receiving Party is required to retain by law or (b) materials presented to the receiving Party's or any of its Affiliated Companies' executive board (or the equivalent thereof) which contain or reflect Confidential Information, in which case the receiving Party will take appropriate measures to preserve confidentiality.

12. The disclosing Party hereby represents and warrants that it has the right and authority to disclose Confidential Information to the receiving Party (or its Representatives). EXCEPT AND TO THE EXTENT AS MAY BE EXPRESSLY PROVIDED IN A DEFINITIVE AGREEMENT (DEFINED BELOW): (I) THE DISCLOSING PARTY, HOWEVER, MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, ACCURACY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OF CONFIDENTIAL INFORMATION OR ANY OTHER INFORMATION DISCLOSED HEREUNDER, AND (II) THE RECEIVING PARTY (ON BEHALF OF ITSELF, ITS AFFILIATED COMPANIES AND ITS REPRESENTATIVES) EXPRESSLY ACKNOWLEDGES THAT THE DISCLOSING PARTY, ITS AFFILIATED COMPANIES, ITS REPRESENTATIVES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO THE USE OF OR RELIANCE UPON CONFIDENTIAL INFORMATION BY THE RECEIVING PARTY (OR ITS AFFILIATED COMPANIES AND REPRESENTATIVES).
13. Should any person seek to legally compel the receiving Party (by oral questions, interrogatories, request for information or documents, subpoena, civil investigative demands or otherwise) to disclose any of Confidential Information, the receiving Party will, where legally permissible, provide the disclosing Party with prompt written notice so that the disclosing Party may seek a protective order or other appropriate remedy (including by participation in any proceeding to which the receiving Party is a party, which at the disclosing Party's request the receiving Party will use its reasonable efforts to permit the disclosing Party to do) and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, any receiving Party is nonetheless legally required to disclose such information in the opinion of its legal counsel, then such receiving Party may disclose such information to the extent so required without liability hereunder. In any event, the receiving Party will furnish only that portion of Confidential Information that is legally required and will request that confidential treatment will be accorded such Confidential Information.

14. The receiving Party acknowledges that the Confidential Information of the disclosing Party is of a special, unique, unusual, extraordinary, and intellectual character, that in the event of an actual or threatened unauthorized disclosure, damages incurred by the disclosing Party may be difficult if not impossible to ascertain and that the interests of the disclosing Party in such Confidential Information may be irreparably injured by disclosure of such Confidential Information. Subject to the limitations of Paragraph 10, the disclosing Party shall be entitled to all remedies available at law or equity, including, without limitation, monetary damages, injunctive relief, specific performance and other forms of equitable relief. Without prejudice to the foregoing rights or remedies, the receiving Party agrees that monetary damages alone may not be an adequate remedy for a breach or threatened breach of this Agreement, and that the disclosing Party shall be entitled to seek equitable relief in connection with any actual or threatened breach of this Agreement without having to show monetary damages or actual or threatened harm or injury. No delay by the disclosing Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power or privilege hereunder.
15. Neither this Agreement, nor the disclosure of Confidential Information under this Agreement, nor the ongoing discussions and correspondence between the Parties, nor any joint activities, shall constitute or imply a commitment or binding obligation, other than the obligation of confidentiality stated herein, between the Parties or their respective Affiliated Companies, if any, regarding the Subject Matter. The Parties acknowledge and agree that each Party reserves the right, in its sole and absolute discretion, to reject any and all proposals and to terminate discussions hereunder at any time subject to the provisions set forth herein. Except for the obligations of confidentiality and non-use set forth herein, neither Party shall be restricted in any of its activities whatsoever by virtue of this Agreement. If, in the future, the Parties elect to enter into a binding commitment regarding the Subject Matter, such commitment shall be explicitly stated in a separate written agreement executed by both Parties (“**Definitive Agreement**”), and the Parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the Subject Matter or any other transaction between them (including without limitation, any joint venture, partnership, agency relationship, or any similar relationship) without execution of such separate written agreement. For purposes of this Agreement, a Definitive Agreement does not include a proposal, a negotiated term sheet, an executed letter of intent or any other preliminary written agreement or offer (whether or not signed by either of the Parties), unless specifically stated in writing to be a definitive agreement or binding and executed by both Parties. Unless otherwise expressly stated in writing, any prior or future proposals or offers made in the course of the Parties’ discussions are implicitly subject to all necessary management and government approvals and may be withdrawn by either Party for any reason or for no reason at any time.
16. The receiving Party may only assign this Agreement to an Affiliated Company; *provided, however*, the receiving Party shall remain liable for all obligations, whether expressed or implied, under this Agreement. Without limiting the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to choice of law principles. Venue for any claim brought under this Agreement shall be in Tulsa, Oklahoma.
18. The obligations of the Parties under this Agreement shall survive and continue beyond the Effective Date for a period of two (2) years; *provided* that all obligations with respect to any Confidential Information retained by receiving Party, and the provisions of this Paragraph and Paragraphs 10, 11, 12, 15 and 17, shall survive and continue.
19. This Agreement constitutes the entire understanding between the Parties with respect to Confidential Information provided hereunder, and supersedes all prior agreements and understandings related to its subject matter. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and executed on behalf of each Party by its duly authorized representative.
20. This Agreement may be executed in one or more counterparts (delivery of which may be made electronically), each of which shall be deemed an original, but all of which together shall constitute one and the same document.

*[Remainder of Page Intentionally Left Blank]*

Each Party represents that it has caused this Agreement to be executed on its behalf effective as of the Effective Date by a representative empowered to bind that Party with respect to the undertakings and obligations contained herein.

**NORTHWEST PIPELINE LLC**

By: \_\_\_\_\_  
Name: Camilo Amezquita  
Title: VP & GM Northwest Pipeline LLC

**[COUNTERPARTY]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_