

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made and entered into effective as of _____, 2018 (“**Effective Date**”), by and between Zydeco Pipeline Company LLC, a Delaware limited liability company (“**Zydeco**”) and _____, a _____ (“**Shipper**”); each a “**Party**” and, together, the “**Parties**”.

RECITALS

WHEREAS, on August 15, 2018 Zydeco commenced a binding open season (“**Open Season**”) requesting shipper commitments for firm capacity on the Zydeco Pipeline System that extends from Houston to Louisiana; and

WHEREAS, Shipper wishes to obtain from Zydeco certain confidential and proprietary information in order to investigate whether or not it desires to participate in the Open Season; and

WHEREAS, Zydeco desires to ensure the confidential treatment of all Confidential Information exchanged or discussed by them in connection with such investigation;

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** In addition to other terms defined elsewhere in this Agreement, which shall have the respective meanings so ascribed to each such term, the terms set forth in this Section 1 shall have the following meanings for purposes of this Agreement:
 - (a) “**Affiliate**” means any person or entity which (i) controls, (ii) is controlled by, or (iii) is under common control with a Party. For the purposes of this definition, with respect to a specific person or entity, “**control**” means the ownership, directly or indirectly, of more than fifty percent (50%) of the stock or other units of ownership having the right to vote, or possession of the power, directly or indirectly, to otherwise direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise.
 - (b) “**Disclosing Party**” means the Party disclosing Confidential Information to the Receiving Party or its Representatives under the terms of this Agreement.
 - (c) “**Confidential Information**” means all confidential, proprietary and/or non-public information received, directly or indirectly, whether orally or in writing, on or after the Effective Date, by a Receiving Party or its Representatives from the Disclosing Party or its Representatives in connection with evaluating Shipper’s interest in the Open Season, including, without limitation, the proposed transportation service agreement, the proposed rates and tariff rules and any and all other Open Season materials provided by Zydeco to the Shipper, as well as all formal and informal communications from Zydeco to the Shipper made during the course of the Open Season. The foregoing notwithstanding, Confidential Information does not mean information which: (i) now or later becomes publicly available other than as a result of a breach of this Agreement by the Receiving Party or its Representatives, (ii) was known to the

Receiving Party prior to the date of its disclosure hereunder and neither the Receiving Party nor the Receiving Party's source of such information (to Receiving Party's knowledge) is bound by obligations of confidentiality (whether contractual, legal or fiduciary) to any third party, (iii) lawfully comes into the Receiving Party's possession from a third party who, after diligent inquiry by the Receiving Party, indicates it has the right to disclose such Confidential Information without obligation of confidentiality whether contractual, legal or fiduciary, or (iv) is developed by Receiving Party without use of the Confidential Information.

(d) "**Receiving Party**" means the Party receiving Confidential Information from the Disclosing Party or its Representatives under the terms of this Agreement.

(e) "**Representatives**" means the directors, officers, employees (permanent or contract), agents, financial advisors, attorneys, accountants and consultants of a Party, its members and Affiliates.

2. Receiving Party agrees to use Confidential Information received from Disclosing Party for the sole purpose of evaluating the Open Season, and Receiving Party shall not disclose Confidential Information to any unauthorized person or entity in any manner whatsoever or use such Confidential Information for any purpose other than the evaluation of the Open Season. Receiving Party agrees that it shall not disclose Confidential Information to any of its Affiliates that are common carrier pipelines that are or may be in competition with Zydeco, and Zydeco agrees that it shall not disclose Confidential Information to any of its Affiliates that are or may be in competition with Receiving Party in the business of the supply or trading of crude oil. Receiving Party will exercise the same caution against unauthorized disclosure of Confidential Information it receives from Disclosing Party as Receiving Party would exercise with respect to its own confidential and proprietary information. Neither the Disclosing Party nor Receiving Party is obligated, nor shall it be compelled, to provide Confidential Information or other information to the other Party.
3. Receiving Party shall limit access to Confidential Information to only those of its Representatives who have a need to review such Confidential Information for the evaluation of the Open Season and who have been informed by the Receiving Party of the confidential nature of such Confidential Information. The Receiving Party will inform all Representatives to whom it discloses or reveals any Confidential Information of the requirements of this Agreement, and the Receiving Party shall be responsible for any violations of the provisions of this Agreement caused by any of the Receiving Party's Representatives.
4. The Receiving Party shall promptly notify the Disclosing Party if Receiving Party determines not to pursue further discussions regarding the Open Season. In such case or at any time upon request by Disclosing Party, the Receiving Party shall destroy all Confidential Information received from the Disclosing Party and all materials, documents, reports and analyses prepared by the Receiving Party or its Representatives that incorporate any of the Confidential Information, and purge all computers and databases of the Confidential Information. The foregoing notwithstanding, (i) the Receiving Party may create and retain an abstract describing the type of Confidential Information that it receives sufficient to document the nature and scope of the Parties' discussions under this Agreement, (ii) the Receiving Party shall not be deemed to have retained or failed to destroy any Confidential Information contained on servers or back-up sources if such Confidential Information is deleted from local hard drives and no attempt is made to recover such Confidential Information from such servers or back-up sources, and (iii) the Parties acknowledge and agree that any and all Confidential Information, including the abstract and information on servers or backup sources, will continue to be subject to the terms of this Agreement as provided herein.

If Zydeco elects not to pursue the Open Season or Shipper elects not to pursue potential participation, within ten (10) days after receipt of a written request from the Disclosing Party, the Receiving Party must either return the Confidential Information received under this Agreement, together with all internal work product and copies of or extracts from such Confidential Information to the Disclosing Party, or destroy all work product and copies of such Confidential Information, including all electronic copies, analyses of it and other documents or materials incorporating it, whether in the possession of the Receiving Party or its Representatives; provided, however, that Receiving Party may retain a copy of Disclosing Party's Confidential Information for legal archival purposes, which copy shall be maintained in accordance with the provisions of this Agreement; and provided further, however, that Receiving Party and Representatives will not be required to destroy copies of computer records or digital files that contain, reflect, incorporate, or are based on or derived from information that has been created pursuant to automatic archiving or disaster recovery back-up procedures. The obligations to destroy Confidential Information shall not apply to the extent and for such period that the Receiving Party is prohibited from doing so by subpoena, process, government statute, rule or regulation or the order of any judicial or administrative body. The Receiving Party must provide a written certification of the destruction of the Disclosing Party's Confidential Information, if requested to do so by the Disclosing Party.

5. If the Receiving Party or its Representatives are (a) required by valid law, order, decrees, regulation or rule (including without limitation, those of any securities commission or stock exchange), or (b) required by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to disclose any Confidential Information the Receiving Party shall provide the Disclosing Party with prompt notice of such requirement in order to afford the Disclosing Party the opportunity to seek an appropriate protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, a Receiving Party is nonetheless legally compelled to disclose such Confidential Information or needs to disclose such Confidential Information in order to obtain or maintain regulatory or governmental approvals, it may, without liability hereunder, furnish that portion of the Confidential Information that is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information.
6. All Confidential Information disclosed by a Party hereunder shall be subject to this Agreement and the confidentiality restrictions contained herein for a period of two (2) years from the Effective Date hereof.
7. In the event of any breach or threatened breach by a Receiving Party of the terms hereof, the Disclosing Party will be entitled to seek injunctive and other equitable relief, and the Receiving Party shall not plead in defense thereto that there is an adequate remedy at law. Such remedy shall be cumulative and in addition to all other remedies available to the Disclosing Party, at law or in equity, as a result of such breach, including without limitation, monetary damages. The Parties acknowledge that Confidential Information is valuable and unique and that disclosure of it in breach of this Agreement will result in irreparable injury to the Disclosing Party. The Parties agree that the failure or delay in exercising any right, power or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.
8. Nothing in this Agreement nor the furnishing of the Confidential Information pursuant hereto shall be construed in any way as obligating any Party to enter into any further agreement, negotiation or transaction with the other Parties, as preventing a Party or its Representatives from entering into, or as giving rise to any liability on account of the entering into by the Party or its Representatives

of an agreement, negotiation or transaction with any other person(s) or entity(ies) including, without limitation, any person(s) engaged in the same or similar line of business as the Parties or their Representatives hereto. The sole purpose of this Agreement is to provide for access to Confidential Information for the evaluation of the Open Season while protecting and governing the confidentiality and use of the Confidential Information in accordance with the terms hereof. Furnishing Confidential Information hereunder does not constitute an offer by either Party hereto. The Parties agree that neither Party hereto will be under any legal obligation of any kind whatsoever with respect to any transaction by virtue of this Agreement or any written or oral expression with respect to such a transaction by any Party or their respective Representatives, except, in the case of this Agreement, for the matters specifically agreed to herein. A Party shall be entitled to withhold or cease disclosure of Confidential Information hereunder and any Party may depart from negotiations at any time for any reason or no reason without liability to any Party hereto. However, such departure from negotiations shall not extinguish any rights or obligations that the Party may have under this Agreement.

9. Receiving Party acknowledges and agrees that Confidential Information received from the Disclosing Party or its Representatives is proprietary, subjective, confidential or interpretive, and Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information. The Receiving agrees that neither the Disclosing Party nor any of its Representatives shall have any liability to the Receiving Party or to any of the Receiving Party's Representatives as a result of the use of Confidential Information by the Receiving Party and the Receiving Party's Representatives. Disclosing Party represents and warrants that it has the right and authority to disclose the Confidential Information to the Receiving Party. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT TO THIS AGREEMENT.**
10. It is not the intention of the Parties and nothing contained in this Agreement shall be deemed or construed as creating a relationship of partnership, association, principal and agent or joint venture by or between the Parties.
11. This Agreement comprises the full and complete agreement of the Parties, and replaces and supersedes all prior communications, understandings and agreements between the Parties, whether oral or written, expressed or implied, with respect to its subject matter.
12. No amendments, changes or modifications to this Agreement shall be valid unless made in writing and signed by a duly authorized representative of each of the Parties hereto.
13. This Agreement shall not be assigned by a Party, in whole or in part, except with the prior written consent of the other Parties, which consent shall not be unreasonably withheld. This Agreement shall be binding on the Parties and their respective successors, representatives and permitted assigns.
14. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Texas without reference to any conflicts of laws rules or principles that otherwise may apply.
15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any executed counterpart transmitted

by facsimile, electronic communication in portable document format (.pdf), or similar transmission by any Party shall be deemed an original and shall be binding upon such Party.

16. Any and all notices or other communications permitted or required to be given hereunder shall be validly given or made in writing if: (a) personally delivered; (b) delivered by e-mail; (c) delivered by a reputable overnight delivery service, upon written verification of receipt; or (d) by United States mail, first class, postage prepaid, certified or registered, return receipt requested, addressed as follows and upon written verification of receipt:

If to Zydeco: Zydeco Pipeline Company LLC 150
 N. Dairy Ashford Rd.
 Houston, Texas 77079
 Office: 832-762-2541
 Email: jon.labuz@shell.com

If to Shipper: To the address set forth below its signature.

Notice given by e-mail shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Zydeco Pipeline Company LLC

By: _____

Name: _____

Title: _____

Shipper

Print Name

By: _____

Name: _____

Title: _____

Address for Notice

Email: _____