

## RECIPROCAL NON-DISCLOSURE AGREEMENT

This Reciprocal Non-Disclosure Agreement (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between BKR Ventures Ltd. an Alberta corporation ("BKR") and \_\_\_\_\_ (the "Company"). BKR and the Company may be referred to herein collectively, as the "Parties" and each individually, as a "Party".

WHEREAS the Company may need to supply certain information to BKR and its subcontractors in order for BKR and its subcontractors to fulfill its duties as the COLC Administrative Manager under the agreement between BKR and the Crude Oil Logistics Committee in respect to nominations, verification and monthly reporting requirements as outlined in the COLC forecasting procedures (the "Business Purpose").

In consideration of the mutual promises and covenants contained in this Agreement, and the mutual disclosure of confidential information to each other, the parties agree as follows:

### 1. Confidential Information and Confidential Materials

- a. "Confidential Information" means nonpublic information that is provided by or on behalf of one Party to the other Party and which pertains to the exchange of information relating to the evaluation of a possible business opportunity between the Parties (the "Business Purpose"). "Confidential Information" includes, without limitation, information relating to released or unreleased software or hardware products, the marketing or promotion of any product, business policies or practices, trade secrets, and information received from others that either Party is obligated to treat as confidential. Confidential Information disclosed by one Party ("Disclosing Party") to the other Party (the "Receiving Party") by any of Disclosing Party's subsidiaries or representatives is covered by this Agreement.
- b. Confidential Information does not include any information that Receiving Party can prove: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing Party; (ii) became rightfully known to Receiving Party without an obligation of confidentiality prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party and other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) was independently developed by Receiving Party without use of or reliance on the Confidential Information of the Disclosing Party.
- c. "Confidential Materials" means all tangible materials containing Confidential Information, including without limitation, written or printed documents and computer disks or tapes, whether machine or user readable.
- d. Either party may disclose Confidential Information to its third-party contractors in connection with the Purpose providing the Party delivering such Confidential Information to the third-party contractors has a valid confidentiality agreement in effect with such third-party contractors and such third party contractors are not competitors of the Disclosing Party (each an "authorize representative").
- e. Receiving Party is hereby authorized to use the Disclosing Party's Confidential Information only for the Business Purpose. Disclosing Party may from time to time authorize in writing Receiving Party's use of Disclosing Party's Confidential Information for additional purposes.

## 2. Restrictions

- a. Receiving Party shall not disclose any Confidential Information to third parties for three (3) years following the date of termination of this Agreement. However, Receiving Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Receiving Party gives Disclosing Party notice prior to such disclosure, provided it is lawful to do so, and complies with any applicable protective order.
- b. Receiving Party shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information of a similar nature, to keep the Confidential Information confidential. Receiving Party may disclose Confidential Information or Confidential Materials only to Receiving Party's employees or authorized representatives on a need-to-know basis. Receiving Party will have executed or shall execute appropriate written agreements with its employees and authorized representatives sufficient to enable it to comply with all the provisions of this Agreement.
- c. Confidential Information and Confidential Materials may be disclosed, reproduced, summarized or distributed only in pursuance of the Business Purpose and only as expressly permitted hereunder. Receiving Party agrees to segregate all such Confidential Materials from the confidential materials of others in order to prevent commingling.
- d. Receiving Party shall not engage or participate in or facilitate: (i) use of the Disclosing Party's Confidential Information for the benefit of any third party; (ii) access to or use of the Disclosing Party's Confidential Information by any third party other than as authorized in this Agreement; (iii) making of any modifications to or any other works based on or otherwise derived from, or developed with reference to the trade secrets reflected in, the Disclosing Party's Confidential Information, which if made, shall be the property and Confidential Information of Disclosing Party and Receiving Party hereby assigns all rights in such works to Disclosing Party; (iv) removal of any copyright notices from the Disclosing Party's Confidential Information; (v) sale, assignment, transfer, or licensing of the Disclosing Party's Confidential Information; or (vi) exporting of any Confidential Information of Disclosing Party in contravention of any applicable law, order or regulation. The Receiving Party is authorized to copy Confidential Information on a limited basis and only as may be necessary for use by authorized individuals in connection with the Business Purpose unless the Confidential Information is specifically designated by the Disclosing Party in writing that it shall not be copied.
- e. Receiving Party shall retain all Confidential Information for a period of one (1) year from the date of receipt of the Confidential Information and shall destroy or delete such Confidential Information at that time unless required to do so earlier under other terms of this Agreement.

## 3. Rights and Remedies

- a. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.
- b. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, destroy all such Confidential Information and Confidential Materials and certify such destruction to Disclosing Party.

- c. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- d. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the terms of this Agreement.
- e. A Party in breach of this Agreement shall be liable for all reasonable costs (including court costs and attorneys' fees), expenses, and fees incurred by the non-breaching Party to the extent that such non-breaching Party is the prevailing Party in any dispute or action arising out such breach of this Agreement. The statement of any remedy in this Agreement shall not preclude the Disclosing Party from pursuing any other remedy available at law or in equity. Receiving Party shall provide Disclosing Party full and complete assistance in reducing the impact of any breach of this Agreement by Receiving Party.

#### **4. Ownership**

All right, title, and interest in and to Confidential Information and Confidential Materials of Disclosing Party are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under Disclosing Party's patents, copyrights, trademarks, trade secrets or other proprietary rights.

#### **5. Termination**

This Agreement may be terminated by either Party upon written notice to the other Party, such notice to be effective upon its receipt by the other Party; provided that with respect to any Confidential Information of Disclosing Party, the obligations under this Agreement shall remain in effect so long as the information constitutes Confidential Information.

#### **6. Miscellaneous**

- a. ALL CONFIDENTIAL INFORMATION AND CONFIDENTIAL MATERIALS PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall Disclosing Party be liable for any damages whatsoever related to Receiving Party's authorized use of Confidential Information or Confidential Materials.
- b. Both Parties acknowledge that they and their authorized representatives are aware that the United States securities laws prohibit any person from purchasing or selling securities based on material nonpublic information, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell securities.
- c. Both Parties certify that no portion of the Confidential Information or Confidential Materials will be exported or transferred, whether directly or indirectly, to anyone outside the United States without first complying strictly and fully with all export controls that may be imposed on the Confidential Information or Confidential Materials by the United States government or

any country or organization of nations within whose jurisdiction either Party operates or does business.

- d. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, but only by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.
- e. This Agreement shall be governed under the laws of the Province of Alberta.
- f. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties, their successors and permitted assigns.
- g. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- h. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except if the assigning Party gives notice in writing to the other Party, such assigning Party may (without obtaining the other Party's prior written consent) assign its rights and obligations under this Agreement to (i) an affiliate, provided such affiliate is not a competitor of the non-assigning Party; and/or (ii) a successor pursuant to a merger, consolidation or sale of all or substantially all of assigning Party's stock or assets, or all or a substantial portion of the business of such Party; provided that such successor is not a competitor of the non-assigning Party. Any such assignment shall not relieve the assigning Party of its obligations to protect the other Party's Confidential Information under this Agreement and the assignee shall agree, in writing, to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Per: \_\_\_\_\_  
[Company]

Per: \_\_\_\_\_  
BKR Ventures Ltd.

Name \_\_\_\_\_

Name: Richard Weston

Title \_\_\_\_\_

Title: President

Date \_\_\_\_\_

Date \_\_\_\_\_