

On \_\_\_\_\_ 2025

**Toqlukuti'k Wind and Hydrogen Ltd.,**

a company incorporated and existing under the laws of the Province of Newfoundland and Labrador, having its registered office at P.O. Box 5038, Suite 1100 Cabot Place, 100 New Gower Street, St. John's, NL Canada, A1C 6K3, registered with the Registry of Companies of Newfoundland and Labrador under company registration no. 92345 (the **TQK**);

and

\_\_\_\_\_

whose company number (\_\_\_\_\_) is \_\_\_\_\_ and whose registered office is at \_\_\_\_\_ (the **Company**)

have entered into this

## Confidentiality Agreement

### 1. BACKGROUND

- 1.1 The Parties intend to provide each other with Confidential Information (as defined below) and wish to ensure that such Confidential Information is kept confidential pursuant to the terms of this Confidentiality Agreement (the "Agreement").
- 1.2 In consideration of the benefits to the Parties respectively disclosing and receiving Confidential Information, the Parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

### 2. DEFINITIONS AND INTERPRETATION

- 2.1 The following definitions and rules of interpretation apply in this Agreement:

**Affiliate**

with respect to a Party, means any company or legal entity which directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with a Party;

whereas, in respect of TQK, the term Affiliate shall also include (i) CI ETF I Holdco Ltd. (ii) Copenhagen Infrastructure Partners I K/S, Copenhagen Infrastructure Partners II P/S, Copenhagen Infrastructure Partners P/S, (iii) and any funds managed by these companies or by a body corporate or other person from time to time which acts as a successor to those companies and (iv) any entities directly or indirectly, individually or jointly Controlled by any of the foregoing;

**Business Day** means a day the banks in in Newfoundland and Labrador, Canada, Alberta, Canada, Copenhagen, Denmark are open for business;

**Confidential Information** means all confidential information of whatever nature (however recorded or preserved) disclosed or made available by the Disclosing Party or its Representatives or Affiliates whether in writing, orally or otherwise to the Recipient Party and its Representatives and/or Affiliates in connection with the Purpose, including but not limited to:

- a) any information specifically designated by the Disclosing Party as confidential;
- b) any information supplied to the Disclosing Party by any third party in relation to which a duty of confidentiality is owed or arises;
- c) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
- d) the existence and terms of this Agreement;
- e) any information provided to the Recipient Party by the Disclosing Party in relation to the Purpose that would be regarded as confidential by a reasonable business person;
- f) any information or analysis directly derived from the Confidential Information; and
- g) any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the Disclosing Party,

but not including any information for that the Recipient Party can establish that:

- (i) is or becomes publicly available (other than as a result of disclosure by the Recipient Party or its Representatives or Affiliates in breach of this Agreement);
- (ii) was available to the Recipient Party on a non-confidential basis prior to its disclosure by the Disclosing Party;
- (iii) was, is or becomes available to the Recipient Party on a non-confidential basis from a person who is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient Party;
- (iv) was lawfully in the possession of the Recipient Party on a non-confidential basis before the information was disclosed to it by the Disclosing Party;

	(v) the Parties agree in writing is not confidential or may be disclosed; or
	(vi) is developed by or for the Recipient Party independently of the information disclosed by the Disclosing Party without making use of Confidential Information.
<b>Control</b>	means the right to exercise fifty percent (50%) or more of the voting rights in a company or legal entity;
<b>Copies</b>	means all copies and all documents, electronic files, notes, extracts, analyses, studies, plans, compilations and any other way of representing or recording and recalling information prepared by the Recipient Party, its Affiliates or Representatives which contain, reflect or are derived or generated from Confidential Information;
<b>Disclosing Party</b>	means, as the context requires, the Party who provided Confidential Information to the other Party;
<b>Law</b>	means any law or regulation by any governmental or regulatory authority, or, as the context requires, where required/prohibited by court or other authority of competent jurisdiction;
<b>Party/Parties</b>	means any Party to this Agreement, jointly referred to as the Parties;
<b>Purpose</b>	means the Parties' discussions for <span style="background-color: black; color: black;">[REDACTED]</span>
<b>Recipient Party</b>	means, as the context requires, the Party who received Confidential Information from the Disclosing Party;
<b>Representatives</b>	means employees, directors, officers, agents, partners, members, managers, investment committee members, designated liaison officers and professional advisers of the relevant Party and/or its Affiliates.  In respect of TQK, the term Representative shall also include ABO Energy Canada Ltd., a private limited company incorporated and existing under the laws of Alberta, having its registered office at 300 – 999, 8 Street SW, T2R1J5, Calgary, Canada (the "ABO"), and/or its Affiliates.

### 3. OBLIGATIONS OF THE RECIPIENT PARTY

#### 3.1 The Recipient Party agrees that:

- (a) it shall only use the Confidential Information, or any part of it, for the Purpose;
- (b) it shall keep the Confidential Information confidential and secure and, except with the prior written consent of the Disclosing Party, shall:

- (i) save as provided in clause 3.2, not disclose, communicate or otherwise make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;
- (ii) not use the Confidential Information for any commercial, industrial or other purpose whatsoever other than the Purpose;
- (iii) inform the Disclosing Party immediately on realising or suspecting that an unauthorised person has gained knowledge of the Confidential Information and shall take all reasonable measures in order to prevent or terminate any such unauthorised use or disclosure, if necessary, with assistance from the Disclosing Party;
- (iv) not copy, adapt or otherwise reproduce the Confidential Information except as strictly necessary for the Purpose or as required by law or permitted under this Agreement; and
- (v) apply at least the same security measures and degree of care to the Confidential Information as the Recipient Party applies to its own confidential information.

3.2 The Recipient Party may disclose Confidential Information to its Representatives and Affiliates who need to know the Confidential Information for the Purpose, provided that such Representatives and Affiliates

- (a) are made aware of the confidential nature of the Confidential Information disclosed to them; and
- (b) are subject to non-disclosure obligations no less strict than those set out in this Agreement or are already subject to such obligations by Law

3.3 The Recipient Party undertakes to ensure that each Affiliate and/or Representative comply with this Agreement as if such Affiliate and/or Representative was originally a Party to the Agreement. The Recipient Party is responsible for any breach of the terms of this Agreement by its Representatives and/or Affiliates.

3.4 The Recipient Party may only make such copies that are strictly necessary for the Purpose and shall keep the Confidential Information and all Copies separately identifiable from other information.

3.5 If the Recipient Party or one of its Affiliates or Representatives is required by Law, to disclose Confidential Information, then the Recipient Party will, to the extent that it is lawful to do so, promptly notify the Disclosing Party before such disclosure is made, so that an appropriate protective order and/or other action can be sought if possible. If notification prior to disclosure is not permitted by Law, the Recipient Party shall inform the Disclosing Party as soon as it becomes lawful to do so. In the event that a protective order or other action is not, or cannot be, obtained the Recipient Party or its Affiliate or Representative (as appropriate), may disclose to the appropriate body that portion of the Confidential Information which it is legally required to disclose and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

3.6 If the Confidential Information contains personal data, the Recipient Party shall ensure that it and its Representative and Affiliates comply with the EU General Data Protection Regulation (GDPR) and relevant applicable legislation on data protection in force at any time. The Parties agree not to share such personal data except as related to the Purpose.

#### **4. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT**

- 4.1 The Disclosing Party reserves all rights in its Confidential Information. No rights in respect of the Disclosing Party's Confidential Information are granted to the Recipient Party and no obligations are imposed on the Disclosing Party other than those expressly stated in this Agreement. In particular, nothing in this Agreement shall be construed or implied as obliging the Disclosing Party to disclose any specific type of information under this Agreement, whether Confidential Information or not.
- 4.2 Except as expressly stated in this Agreement and in any documents issued by the Disclosing Party in connection with the Purpose, neither the Disclosing Party nor any of its Affiliates or Representatives make any express or implied warranty or representation concerning the Confidential Information, or the accuracy or completeness of the Confidential Information.
- 4.3 The disclosure of Confidential Information by the Disclosing Party or any of its Affiliates or Representatives shall not itself form any offer by, or representation or warranty on the part of, the Disclosing Party or any of its Affiliates to enter into any further agreement in relation to the Purpose or the development or supply of any product or service to which the Confidential Information relates.
- 4.4 No failure to exercise, or any delay in exercising, any right or remedy under this Agreement will operate as a waiver of any such right or remedy. No single or partial exercise of any right or remedy will prevent any further or other exercise of any other right or remedy under this Agreement.
- 4.5 The Recipient Party recognises and acknowledges the competitive value of the Confidential Information and that the Disclosing Party would be irreparably injured if the Recipient Party failed to comply with any of its obligations under this Agreement. Accordingly, the Disclosing Party will be entitled to injunctive relief and specific performance, in addition to any other remedy available at Law or in equity, cf. however clause 4.6.
- 4.6 Notwithstanding the foregoing, the Recipient Party will not be liable to the Disclosing Party in contract, tort or otherwise for (i) any indirect, special or consequential damages or losses of whatsoever nature; and (ii) any loss of profit (direct or indirect), loss of revenue, loss of data, loss of goodwill or loss of reputation.

#### **5. RETURN OF CONFIDENTIAL INFORMATION AND ANNOUNCEMENTS**

- 5.1 At the request of the Disclosing Party, the Recipient Party shall (and shall procure that its Affiliates and Representatives shall) promptly delete, destroy or return to the Disclosing Party all documents and materials containing Confidential Information, including materials produced by the Parties which contain Confidential Information or which allow conclusions to be drawn about the Confidential Information, and shall deliver to the Disclosing Party a written statement of an authorised person of the Recipient Party certifying that such actions have been completed.
- 5.2 Notwithstanding the foregoing provision, the Recipient Party may retain Copies where required by Law or where information is stored in back-up systems and cannot reasonably be deleted. Any such retained Confidential Information, including Copies thereof, are subjected to the provisions in this Agreement as long as retained.

- 5.3 No Party nor its Affiliates or Representatives shall make, or permit anyone to make, any public announcement concerning this Agreement or the Purpose of this Agreement, without the prior written consent of the other Party (such consent may not be unreasonably withheld or delayed) except as required by Law.

## **6. ENTIRE AGREEMENT, WARRANTY AND VARIATION**

- 6.1 This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.
- 6.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 6.3 No variation of this Agreement shall be effective unless it is in writing and signed by each of the Parties (or their authorised Representatives).

## **7. TERM AND TERMINATION**

- 7.1 The obligations of the Recipient Party created by this Agreement shall, notwithstanding any earlier termination of negotiations or discussions between the Parties in relation to the Purpose, continue for two years from the date of this Agreement.

## **8. ASSIGNMENT AND NOVATION**

- 8.1 Except as otherwise provided in this Agreement, neither Party may assign, sub-contract or deal in any way with, any of its rights or obligations under this Agreement or any document referred to in it. However, TQK is entitled to assign its rights and transfer or novate its rights and obligations under this Agreement to any of its Affiliates without consent.

## **9. NOTICES**

- 9.1 Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by e-mail or pre-paid first-class post or recorded delivery or by commercial courier, to the Party required to receive the notice at its address as set out below:

CI ETF:

Address: Corporate Services Department, Stewart McKelvey, P.O. Box 5038. St. John's, NL, Canada  
Email: karp@cip.com

With a copy to:

Name: Michelle Lethbridge  
Address: 300-999 8th Street SW, Calgary, AB T2R 1J5, Canada  
Email: michelle.lethbridge@aboenergy.com

or as otherwise specified by the relevant Party by notice in writing to the other Party.

9.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally to the specified contact person; or
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- (d) if delivered by e-mail, on the date of delivery if received before 5:00 p.m. (the receiving Party's time) on a Business Day and otherwise on the next Business Day, provided no incomplete or bounce-back error transmissions are received by the sending Party.

## **10. NO PARTNERSHIP**

10.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

## **11. THIRD PARTY RIGHTS**

11.1 This Agreement is made for the benefit of the Parties and their successors, Affiliates, permitted assignees and transferees and is not intended to benefit or be enforceable by anyone else. A person who is not a Party to this Agreement shall therefore have no right to enforce it or any of its provisions.

## **12. SEVERABILITY**

12.1 If any provision of this Agreement is, becomes or is interpreted to be illegal, invalid or unenforceable in any respect under the relevant jurisdiction, cf. clause 14, the remaining provisions of this Agreement will remain in full effect.

## **13. COUNTERPARTS**

13.1 This Agreement may be executed in any number of counterparts each of which will be deemed an original.

## **14. GOVERNING LAW AND ARBITRATION**

14.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), including these provisions on governing law and

arbitration, shall be governed by and construed in accordance with the laws of the state of New York, USA.

- 14.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the American Arbitration Association under the AAA Rules, which Rules are deemed to be incorporated by reference into this clause.
- 14.3 The seat, or legal place, of arbitration shall be New York, USA.
- 14.4 The language to be used in the arbitral proceedings shall be English.
- 14.5 This arbitration clause does not prevent the use of interim remedies, including precautionary attachment and injunction at the ordinary courts.

**IN WITNESS** whereof the duly authorised representatives of the Company and TQK have signed this Agreement on the day and year first above written.

.....

Name:  
Title:

for and on behalf of TQK

.....

Name:  
Title:

for and on behalf of the Company