CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "***Agreement***"), to be effective as of [_____], 2015 (the "***Effective Date***"), is by and between NST Express, LLC, a Delaware limited liability company ("***NST Express***"), and [_____], a [_____] [_____] ("***Receiving Party***"). NST Express and Receiving Party may also be referred to herein individually as "Party" and collectively as "Parties". In consideration of the covenants and mutual benefits contained herein, the Parties agree as follows:

1. NST Express is conducting an Open Season pursuant to which it is soliciting binding term and volume commitments in connection with the NST Express Pipeline (the "***Pipeline***"), a project to provide crude oil transportation service from the vicinity of Alexander, North Dakota to a destination in the vicinity of East Fairview, North Dakota.

2. In connection with Receiving Party's determination of whether and what to bid in the Pipeline Open Season (the "***Disclosure Purpose***"), NST Express is willing, in accordance with the terms and conditions of this Agreement, to disclose to the Receiving Party, on a nonexclusive basis, Confidential Information in support of the Disclosure Purpose. As used herein "***Confidential Information***" means the existence of and contents of negotiations (including, without limitation, any information disclosed during negotiations that is proprietary or non-public) with any prospective shipper, interconnecting pipeline, terminal or storage facility, supplier, service provider and/or vendor, as well as all information marked "Confidential" by NST Express and made available to the Receiving Party, and any oral communication, written document, or other electronic or digital media containing such information.

   Notwithstanding the foregoing, NST Express shall not be obligated to disclose any Confidential Information to the Receiving Party, and NST Express shall determine in its sole discretion the scope and extent of the Confidential Information that it will disclose to the Receiving Party.

3. In consideration of any disclosure referred to in Paragraph 2 hereof, the Receiving Party agrees that the Confidential Information it receives under this Agreement shall be kept strictly confidential and shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including orally or by means of photocopy, reproduction or electronic or digital media, without NST Express's prior written consent, except as otherwise provided in this Agreement.

4. The obligations of confidentiality and limited use hereunder shall not be deemed to apply to information that:

   (a) can be proven by written records is already possessed on a non-confidential basis by the Receiving Party from a party other than a party not obligated to maintain the confidentiality of such Confidential Information;

(b) is already in the public domain or becomes generally available to the public other than through the act(s) or omission(s) of the Receiving Party or of any other person not obligated to maintain the confidentiality of such Confidential Information;

(c) is acquired independently by the Receiving Party on a non-confidential basis from a third party not obligated to maintain the confidentiality of such Confidential Information and which represents that it has the right to disseminate such information at the time it is acquired by the Receiving Party; or

(d) is developed by the Receiving Party independently of and without use of the Confidential Information received from NST Express or any other person obligated to maintain the confidentiality of such Confidential Information.

5. The Receiving Party shall be entitled to disclose the Confidential Information it receives under this Agreement, without NST Express's prior written consent, to employees, officers, directors, attorneys and other advisors of the Receiving Party ("***Representatives***") to the extent that they have a need to know in connection with the Disclosure Purpose. The Receiving Party shall be responsible to NST Express for the compliance of any person(s) identified in this Paragraph 5 to the terms of this Agreement as though such person(s) is the Receiving Party.

6. The Receiving Party and its Representatives shall use or permit the use of the Confidential Information disclosed under this Agreement solely for the Disclosure Purpose.

7. The Receiving Party shall be responsible for ensuring that all persons to whom NST Express's Confidential Information is disclosed under this Agreement shall keep such information confidential, shall not disclose or divulge the same to any unauthorized person, and shall comply with the use restrictions set forth in this Agreement. The obligations respecting confidentiality and use restrictions under this Confidentiality Agreement will be deemed satisfied if the Receiving Party utilizes the same degree of care with respect to those obligations as the Receiving Party utilizes with respect to its own proprietary information and other proprietary information of third parties.

8. The Receiving Party shall acquire no license or other proprietary interest or right in or to NST Express's Confidential Information, and NST Express may demand the return of such Confidential Information 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 all of the original Confidential Information provided on behalf of NST Express and shall destroy or cause to be destroyed all copies and reproductions (in whatever form, including but not limit to, electronic and digital media) in its possession and in the possession of persons to whom it was disclosed pursuant to this Agreement (except that any of NST Express's Confidential Information that is retained in the Receiving Party's computer backup system will be destroyed in accordance with the Receiving Party's regular ongoing records retention process).

9. The Receiving Party will keep confidential the nature of this Agreement and will not use the name of NST Express or any of NST Express's Affiliates (as hereinafter defined) in any publication, advertisement, or other disclosure concerning the subject matter of this Agreement without the other Party's prior written consent. "Affiliate" means, with respect to any legal entity, any legal entity that (a) owns or controls the first legal entity, (b) is owned or controlled by the first legal entity, or (c) is under common ownership or control with the first legal entity. "Control" means, as used with respect to any legal entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such legal entity, whether through the ownership of voting securities, by contract or otherwise. "Own" or "Ownership" means ownership of fifty percent (50%) or more of the equity interests or rights of distribution on account of equity of a person or a general partner interest in a limited partnership.

10. If the Receiving Party is required to disclose any Confidential Information by law, order, decree, regulation or rule (including without limitation, those of any regulatory agency, securities commission or stock exchange) or if any entity seeks to legally compel (by interrogatories, document requests, subpoena or otherwise) the Receiving Party or any of its Representatives to disclose any Confidential Information, the Receiving Party shall, prior to so disclosing the Confidential Information, provide NST Express prompt written notice so that NST Express may (a) seek a protective order or other remedy (including participation in any proceeding to which the Receiving Party is a party) and/or (b) waive compliance with this Agreement. The Receiving Party shall furnish only such Confidential Information as it is advised by its legal counsel in writing is legally required and will use reasonable efforts to obtain confidential treatment thereof.

11. The Receiving Party hereby agrees that there can be no adequate remedy at law for any breach of the Receiving Party's (or its Representatives') obligations under this Agreement, that any such breach may allow the Receiving Party, its Representatives or third parties to unfairly compete with NST Express resulting in irreparable harm to NST Express, and therefore, that upon any such breach or any threat thereof, NST Express shall be entitled to appropriate equitable relief, including (without limitation) injunctive relief, in addition to whatever remedies it might have at law and to be indemnified by Receiving Party from any loss or harm, including, without limitation, attorneys' fees, in connection with any breach or enforcement of the Receiving Party's (or its Representatives') obligations under this Agreement.

12. NST Express makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Proprietary Information disclosed hereunder. NST Express, its affiliates, and its and their Representatives shall have no liability whatsoever with respect to the use of or reliance upon the Proprietary Information by the Receiving Party, except in the case of fraud or as expressly agreed in a definitive agreement between the Parties.

13. This Agreement is effective as of the Effective Date, and will terminate two (2) years after the latest date upon which a Receiving Party receives Confidential Information disclosed under this Agreement. This Agreement shall be governed by and interpreted in

accordance with the substantive law of the State of Texas, excluding any choice of law rules which would refer the matter to the law of another jurisdiction. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement may be brought in a state court sitting in Harris County, Texas or Federal court sitting in the Southern District of Texas, Houston Division. The Parties hereby irrevocably and unconditionally consent to the jurisdiction of any such court and hereby irrevocably and unconditionally waive any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any Party thereto.

14. No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties.

15. This Agreement comprises the full and complete agreement of the Parties regarding the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the Parties relating to the Confidential Information, whether written or oral, expressed or implied.

16. Neither Party may assign any right nor obligation hereunder without the written consent of the other Party, except either Party may assign this Agreement to an Affiliate; provided, however, that such assigning Party shall remain liable for all obligations, whether expressed or implied, under this Agreement. Any attempted assignment in violation of this provision shall be void and of no effect. Without limiting the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have caused this Agreement to be executed to be effective on the date first written above.

NST EXPRESS	RECEIVING PARTY
NST Express, LLC	_____
By:_____	By:_____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____