

## CONFIDENTIALITY AGREEMENT

THIS Confidentiality Agreement, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between [insert name of Owner], a body corporate with offices in the City of \_\_\_\_\_, in the Province of Alberta ("Owner") and [insert name of company] ("the Company").

In connection with the Company's inquiries in purchasing the interest of Owner or any of its affiliates in the Owner Area (hereinafter referred to as the "Project"), Owner is furnishing the Company with certain information which is either non-public, confidential, or proprietary in nature. The Company hereby acknowledges that in its examination of such information, it will be exposed to non-public information concerning the business of Owner. All information furnished to the Company, its affiliates, its directors, officers, employees, agents or representatives, including without limitation, attorneys, accountants, consultants and financial advisors (collectively, "representatives") by Owner or any of its respective representatives, and all analyses, compilations, data, studies or other documents, including handwritten notes, prepared by the Company or its representatives containing or based in whole or in part on any such furnished information or reflecting the Company's review of, or interest in the Project, is hereinafter referred to as "the Information". In consideration of the Company being furnished with the Information, the Company agrees that:

1. For greater certainty in this Agreement, "affiliate" shall mean:
  - a. a corporate or partnership which is directly or indirectly owned or controlled by a party to this Agreement;
  - b. a corporation which directly or indirectly controls a party to this Agreement;
  - c. a corporation which is directly or indirectly owned or controlled by any other corporation, which other corporation directly or indirectly owns or controls a party to this Agreement.
2. The Information will be kept confidential and will not, without the prior written consent of Owner, be disclosed by the Company or its representatives, in any manner whatsoever, in whole or in part, and will not be used by the Company or its representatives directly or indirectly for any purpose other than evaluating the transaction referred to above. Moreover, the Company agrees to disclose the Information for the purpose of evaluating the transaction referred to above only to its representatives who are informed by the Company of the confidential nature of the Information and who agree to be bound by the terms of this Agreement by signing a Form of Individual Confidentiality Agreement in substantially the same form and having the same legal effect as this Agreement. The Company will be responsible for any breach of this Agreement by its representatives.
3. The Company and its representatives will not disclose to any other corporation, company, group, partnership or individual the fact that the Information has been made available, that discussions or negotiations are taking place concerning a possible transaction involving the Project, or any of the terms, conditions or other facts with respect to any such possible transactions, including the status thereof, except as required by law and subject to disclosures made pursuant to paragraph 6 below.
4. The Company shall keep a record of the Information furnished to it and a record of all of its representatives who are granted access to any portion of the Information. Upon the request of Owner, the Company shall immediately destroy or return the Information and all copies thereof without retaining any copies.

**THIS IS A 2-PAGE FORM.**