



Date: _____

Company: _____

ADDRESS: _____

**Re: Confidentiality Agreement
Wheatland Area, AB**

This is a confidentiality agreement between _____ (the "Company") and Lynx Energy ULC ("Lynx") made as of the date first written above (the "Agreement"). The Company has expressed interest in reviewing, evaluating, and considering certain Lynx Confidential Information pertaining to certain lands owned by Lynx in the Wheatland area of Alberta, as identified more specifically on the map attached in Schedule "A" hereto (the "Lands"), for the sole purpose of evaluating a possible transaction with Lynx in respect of same. In connection with the foregoing, Lynx may (in its sole discretion, without any obligation to disclose) agree to provide the Company with certain Confidential Information applicable to the Lands.

For all purposes of this Agreement, "Confidential Information" means and refers to any and all information relating to the Lands or the business of Lynx or any of its affiliates, in each case acquired by the Company from, or on behalf of, Lynx, which shall include, without limitation, any and all reports, notes, diagrams, maps, memoranda, correspondence, agreements, corporate, technical, operating, business, environmental, regulatory, marketing and financial information and materials, engineering reports, geological, geophysical, geochemical, logging information and other data, models, compilations, whether provided in oral, written or electronic form (and whether or not marked "Confidential" or "Proprietary"), together with any and all analyses, interpretations, compilations, data, studies, reproductions or any other documents prepared by or on behalf of the Company containing or based upon, in whole or in part, information acquired by the Company hereunder, but excludes information that is:

- (a) already known to the Company as of the date of disclosure hereunder and was acquired without obligation of confidentiality to Lynx;
- (b) already in possession of the public or becomes available to the public other than through the act or omission of the Company in breach of this Agreement;
- (c) acquired independently, without any obligation of confidentiality to Lynx, from a third party that represents that it has the right to disseminate such information at the time it is acquired by the Company; or
- (d) independently developed by the Company without use, directly or indirectly, of Confidential Information; provided that, for greater certainty, Confidential Information shall not be determined to be within the foregoing exceptions merely due to any combination of data which comprises part of the Confidential Information, because the individual parts of that data are in the public knowledge or in the prior possession of the

Company, unless the combination itself is in the public knowledge or in the prior possession of the Company.

The Company understands that the Confidential Information is, and shall continue to be, proprietary to, and the exclusive property of, Lynx, and where applicable its joint venture partners in the Lands, and is confidential and will be treated so by the Company. This Agreement is not intended to and does not grant, expressly or by implication, any right or license in respect of any Confidential Information, including any intellectual property right or similar proprietary right of any kind that Lynx may possess.

In consideration of Lynx providing the Confidential Information to the Company, the Parties agrees as follows:

1. The Confidential Information will be kept in strict confidence in accordance with the terms of this Agreement and will not be used by the Company for any purpose whatsoever, other than evaluating a possible transaction with Lynx with respect to the Lands. The Company shall employ controls, protections and safeguards which are at least as stringent as it would employ in the handling and storage of its own proprietary data and information of a similar nature, and in every event, no less than would reasonably be expected to be employed by a prudent business person in respect of such information. The Confidential Information will not be disclosed by the Company to any person other than the Company and to such of its directors, employees, agents, consultants, representatives and advisors who have a need to know such information for the purpose of evaluating the Lands in connection with a possible transaction with Lynx (collectively, the "Representatives"). The Company shall advise each of its Representatives to whom the Confidential Information is disclosed pursuant to this Agreement of the confidential nature of such information. The Company will take all such steps as are reasonably necessary to ensure the terms and conditions of this Agreement are binding upon any of the Representatives. The Company will, if so requested by Lynx, provide Lynx with a list of the Representatives who have received the Confidential Information. The Company shall be responsible for any breach of the terms of this Agreement by any Representative receiving Confidential Information.
2. If the Company becomes legally compelled by any applicable laws, rules or regulations of a court, administrative tribunal or agency, stock exchange or securities commission, to disclose any of the Confidential Information, the Company will provide Lynx with prompt written notice so that Lynx may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained or if Lynx waives compliance with the provisions of this Agreement, the Company will furnish only that portion of the Confidential Information which the Company is advised, by written opinion of its legal counsel (a copy of which must be furnished to Lynx), is legally required to be disclosed. The Company will provide to Lynx all such assistance as it is reasonably able to provide so as to enable Lynx to obtain an order or waiver exempting such disclosure from having to be made and will take, at the Company's expense, all steps as may be reasonable to ensure that the information is maintained as confidential as possible after such disclosure.
3. The Company shall not communicate with management or employees of Lynx or any other person, agency or corporation, in connection with the provision of the Confidential Information, other than as arranged by Mr. Rob Mardjetko of Lynx.

4. Lynx makes no representation or warranty, express or implied, as to the quality, accuracy or completeness of the Confidential Information. Neither Lynx, nor anyone representing Lynx, will have any liability to the Company as a result of, or in connection with, the use of the Confidential Information by it. The Company hereby releases, indemnifies and holds Lynx harmless with respect to the use of or reliance upon the Confidential Information by the Company.
5. At any time, at the request of Lynx, the Company must immediately destroy or cause to be destroyed, return or cause to be returned to Lynx any or all of the Confidential Information; provided that, the Company may retain copies of Confidential Information, subject to the terms of this Agreement, to the extent that the Company is required to do so by applicable law, regulation, professional accountancy standards or in accordance with reasonable standards of good governance (e.g., board of directors, senior management or committee papers and/or minutes); and further provided that, if the Company's computer back up procedures create copies of the Confidential Information, the Company may retain such copies in its archival or back up computer storage for the period it normally archives back up computer records, which copies shall be subject to the provisions of this Agreement until the same are destroyed, and shall not be accessed by the Company during such period of archival or back up storage other than as might be required by this Agreement or applicable law or regulation. The Company shall, if so requested by Lynx, provide an officer's certificate to Lynx stating that the terms and conditions of this paragraph have been complied with.
6. Without limitation and in addition to any rights and remedies of Lynx against the Company arising by reason of any breach hereof, the Company is liable to and hereby indemnifies and holds Lynx harmless from and against any and all actions, proceedings, claims, demands, losses, costs, damages and expenses (including reasonable legal fees) whatsoever which it may suffer, sustain, pay or incur resulting from the disclosure by the Company or its Representatives, of all or any part or parts of the Confidential Information contrary to the provisions hereof or any other breach of this Agreement by the Company or any of its Representatives.
7. The Company acknowledges and agrees that Monetary damages would not be a sufficient remedy for any breach of this Agreement by the Company and that Lynx: (a) would be irreparably injured by a breach of this Agreement; and (b) shall be entitled to equitable relief, including injunctive relief and specific performance in the event of any breach of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available in law or in equity. The Company hereby waives any requirement for the securing or posting of bond in connection with such remedies and agrees that Lynx shall be, following a final, non-appealable order of a court of competent jurisdiction finding the Company in breach of this Agreement, reimbursed for all costs and expenses, including attorneys' fees, incurred in enforcing the Company's obligations hereunder.
8. The obligations of the parties hereto contained herein shall remain in full force and effect for a period of one (1) year from the date of this Agreement (notwithstanding that Confidential Information may have been returned or destroyed prior to the expiration of such period) and thereupon shall terminate; provided that any such expiry shall not release the parties hereto from any liability which arose or accrued on or before such expiry.

9. No waiver of any provision of this Agreement shall be valid except if provided in writing by a duly authorized representative of the party proposing to grant the same. No failure or delay by either party hereto in exercising any right under this Agreement will operate as a waiver thereof or preclude any other or further exercise of such right or the exercise of any other right under this Agreement.
10. This Agreement enures to the benefit of and is binding upon the parties hereto and their respective successors and assigns; provided however that neither party hereto is entitled to assign this Agreement or any of its obligations hereunder to any other person(s) without the prior written consent of the other party hereto, such consent not to be unreasonably withheld.
11. If any provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement.
12. This Agreement may not be varied, altered or amended except by a document in writing signed by both of the parties hereto.
13. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties hereto irrevocably and unconditionally consent to and submit to the jurisdiction of the courts of the Province of Alberta for any actions, suits or proceedings arising out of or relating to this Agreement.
14. Notwithstanding the disclosure of Confidential Information hereunder, neither party hereto is under any obligation to engage in any or further discussions/negotiations with the other party hereto, nor enter into a definitive agreement with the other party hereto in respect of the Lands.
15. Nothing contained in this Agreement shall be read or construed so as to constitute either party hereto an employee, agent, representative or partner of the other party hereto.
16. This Agreement comprises the full and complete agreement of the parties hereto with respect to the disclosure of the Confidential Information and supersedes and cancels all prior communications, understandings and agreements between the parties hereto, whether written or oral, expressed or implied.
17. This Agreement may be executed in counterpart and by facsimile copies, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument.

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| <p>Yours truly, Lynx Energy ULC</p> <p>_____</p> <p>Rob Mardjetko Manager of Land Date: _____</p> | <p>The terms of the within described confidentiality agreement are hereby ACKNOWLEDGED and AGREED to this _____ day of _____ 2018.</p> <p>Per:</p> <p>_____</p> <p>_____</p> <p>_____</p> |
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SCHEDULE "A"

Attached to and forming part of a Confidentiality Agreement
dated _____ 2018 and made between
Lynx Energy ULC and _____

