

## CONFIDENTIALITY AGREEMENT

### PRIVATE AND CONFIDENTIAL

\_\_\_\_\_, 2017

Recipient: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Dear Sirs:

In connection with a possible negotiated Transaction between Elswick Energy Ltd. ("**Elswick**" or the "**Disclosing Party**") and \_\_\_\_\_ (the "**Recipient**"), the Disclosing Party, any Affiliate or its Associates (each as defined in the *Securities Act* (Alberta) of the Disclosing Party, or any of their respective Representatives (defined below), including, without limitation, National Bank Financial Inc. (collectively, the "**Disclosing Group**") may disclose to the Recipient certain Confidential Information (defined below) concerning the business and affairs of the Disclosing Party. In consideration of and as a condition to furnishing such information to the Recipient, the Recipient agrees with the Disclosing Party as follows:

### Definitions

1. Definitions. When used in this Agreement, the following terms shall bear the respective definitions hereinafter given, namely:

- (a) "**Affiliate**" has the meaning ascribed to it in the *Securities Act* (Alberta), as the same may be amended or supplemented from time to time after the date of this Agreement;
- (b) "**Associate**" has the meaning ascribed to it in the *Securities Act* (Alberta), as the same may be amended or supplemented from time to time after the date of this Agreement;
- (c) "**Confidential Information**" means all information relating to the Disclosing Party and its Affiliates and its Associates and their business, affairs, financial position, assets, operations, activities and prospects provided by members of the Disclosing Group to the Recipient or its Representatives (whether orally, visually, in writing or by any other means and whether or not it is identified as "confidential"), including, without limitation:
  - (i) all reports, evaluations, forecasts, compilations, records, interpretations, notes, analyses and documents; geological, engineering, geophysical, seismic and land maps, concepts or data; trade secrets; and any other documents or information pertaining in any way whatsoever to the Disclosing Party and its Affiliates;
  - (ii) all reports, evaluations, forecasts, compilations, records, interpretations, notes, analyses and documents prepared by the Recipient or its Representatives containing or based upon, in whole or in part, Confidential Information or reflecting the Recipient's review of the Disclosing Party or the Transaction; and
  - (iii) all information previously made available to the Recipient or its Representatives by any member of the Disclosing Group;

provided that Confidential Information will not include any information which:

- (iv) is, or hereafter becomes generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the Recipient or its Representatives in breach of this Agreement);
  - (v) is, or hereafter becomes, available on a non-confidential basis from a source other than the Disclosing Group (provided that such source is not and was not, to the Recipient's knowledge, bound by a confidentiality agreement with the Disclosing Party to hold or retain such information confidential);
  - (vi) is in the Recipient's lawful possession prior to its disclosure hereunder and is not subject to any obligation of confidentiality; or
  - (vii) has been independently acquired or developed without violating any confidentiality obligations under this Agreement or otherwise;
- (d) **"Permitted Purpose"** means evaluating the possibility of a Transaction;
  - (e) **"Person"** means any individual, corporation, limited liability company, partnership, proprietorship, joint venture, trust, government agency or other entity or group;
  - (f) **"Representative"** means a director, officer, employee, agent, accountant, lawyer, consultant, financial or professional advisor of the Disclosing Group or the Recipient, as applicable; and
  - (g) **"Transaction"** means a transaction or series of transactions approved by the board of directors of Elswick whereby 50% or more of the issued and outstanding common shares of Elswick are to be purchased, exchanged or otherwise acquired, directly or indirectly, by any Person or whereby such shares are or become subject to any amalgamation, arrangement, merger or similar transaction which directly or indirectly results in any business combination of Elswick with any Person or whereby all or substantially all of the properties or operations of Elswick are to be acquired directly or indirectly by any Person.

### Interpretation

2. Gender. Words importing the singular include the plural and vice versa, and words importing gender include all genders.

3. Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

### Confidential Information

4. Covenant to Keep Confidential. The Recipient will keep the Confidential Information confidential and will not, without Elswick's prior written consent, disclose, or allow any of the Recipient's Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purpose. Without limiting the generality of the foregoing, the Recipient agrees that the Confidential Information will not be used:

- (a) in any way which could involve a breach of any applicable securities legislation;
- (b) in any manner other than as contemplated by this Agreement; or

- (c) to obtain any competitive advantage against the Disclosing Party or in any way which is, directly or indirectly, detrimental to the Disclosing Group.

All information relating to identifiable individuals will be kept confidential by the Recipient in accordance with the terms of this Agreement as well as applicable law.

5. Disclosure to Representatives. The Recipient agrees to furnish the Confidential Information only to those of the Recipient's Representatives who need to know the Confidential Information for the purpose of evaluating the Transaction and who are informed by the Recipient of the confidential nature of the Confidential Information and who agree to be bound by the terms of this Agreement on the same basis as the Recipient is bound. On request, the Recipient will notify the Disclosing Party of the identity of each Representative to whom any Confidential Information has been delivered or disclosed. The Recipient agrees to be responsible and liable to the Disclosing Group for any breach of this Agreement by any of the Recipient's Representatives. The Recipient agrees to make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to anyone except as permitted hereby.

6. Return of Information. In consideration of, and as a condition to, the Disclosing Group furnishing Confidential Information to the Recipient and its Representatives, the Recipient agrees that all Confidential Information made available to the Recipient or its Representatives is confidential and proprietary to the members of the Disclosing Group and if the Disclosing Party requests the Recipient to do so for any reason whatsoever, the Recipient will deliver to the Disclosing Party or destroy promptly, without retaining any copies thereof, according to the Disclosing Party's instructions, all documents in the Recipient's possession or control constituting or based on the Confidential Information (whether written, electronic magnetic or otherwise). Furthermore, if requested by the Disclosing Party, the Recipient shall provide a certificate to the Disclosing Party that the terms and conditions of this paragraph have been complied with.

7. Compelled Disclosure. If the Recipient or anyone to whom the Recipient transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information (including under applicable securities laws), the Recipient will provide the Disclosing Party with prompt written notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. The Recipient will cooperate with the Disclosing Party on a reasonable basis to obtain a protective order or other remedy. If such a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Recipient or its Representatives in the reasonable written opinion of its legal counsel as required by law, securities legislation or policy will furnish only that portion of the Confidential Information which is legally required and the Recipient will use its best efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information.

8. Access to Properties. If the Recipient or any of its Representatives are provided with physical access to any properties or facilities with respect to which the Disclosing Party has an ownership interest or operates (other than access in the normal course in respect of properties or facilities in which you have an existing interest), the Recipient agrees that neither it nor its Representatives shall have, and shall not make, any claims whatsoever against the Disclosing Party, its Representatives or any of their respective directors, officers, employees, agents, consultants, representatives or advisors as a result of such access including, without limitation, any and all claims and causes of action for personal injury, death or property damage occurring as a result of the Recipient or its Representatives' access to such properties or facilities and it agrees to indemnify, defend and hold harmless the Disclosing Party, its Representatives and any of their respective directors, officers, employees, agents, consultants, representatives or advisors from and against any and all liabilities, claims and causes of action for personal injury, death or property damage occurring on or to such property or facility as a result of your entry onto the premises. The Recipient shall, and shall cause its Representatives to, comply fully with all rules, regulations and instructions issued by the Disclosing Party regarding you or your Representatives' access to such properties or facilities.

9. Employment Solicitation. The Recipient will not, for a period of 12 months from the date hereof, without Elswick's prior written consent, directly or indirectly solicit for employment any person who is employed or engaged, whether as an employee or full-time consultant, by the Disclosing Party or any of its

Affiliates other than persons whose employment or engagement shall have been terminated by the Disclosing Party or any of its Affiliates prior to the date of such solicitation. For the purposes of this paragraph 9, the term "solicitation" shall not include solicitation of any employee of the Disclosing Party who is solicited: (i) by advertising in a newspaper or periodical of general solicitation; or (ii) indirectly through a personnel search agency engaged by the Recipient generally (and not specifically in respect of the Disclosing Party).

10. No Representation. The Recipient acknowledges that the Disclosing Group makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information and will have no liability whatsoever, direct or indirect, to the Recipient or to any of its Representatives as a result of the Recipient's or its Representatives' use of the Confidential Information. The Recipient will rely upon the Recipient's own investigations, due diligence and analysis in evaluating the Transaction and in satisfying itself as to all matters relating to the Disclosing Party, its business and assets. Neither any member of the Disclosing Group nor any of their respective Representatives will have any liability of any nature or kind whatsoever to the Recipient or any of its Representatives or any other person which either directly or indirectly results from or arises out of the furnishing to the Recipient or its Representatives or the use made by the Recipient, its Representatives or any other person, of any of the Confidential Information.

11. Forecasts and Interpretations. Without restricting the generality of the provisions of paragraph 10, the Recipient acknowledges that the Confidential Information may include estimates, forecasts, evaluations, assessments, interpretations, projections and other material the accuracy of which will depend on the future operations of the Disclosing Party, and the Recipient acknowledges and agrees that no representation or warranty is made respecting the accuracy of such material.

12. Ownership. The Recipient acknowledges that the Confidential Information remains the Disclosing Party's property and contains confidential and/or proprietary information the disclosure of which would be detrimental to the Disclosing Party and that the disclosure of such information to the Recipient or its Representatives shall not be deemed to confer upon the Recipient or them any rights whatsoever in respect of any part thereof.

13. Indemnity. The Recipient will indemnify and hold harmless each member of the Disclosing Group and their respective Representatives from and against all actions, proceedings, claims, demands, losses, costs, loss or damage, including legal costs on a solicitor/client basis and expenses whatsoever, which may be brought against the Disclosing Party or any other member of the Disclosing Group or which any of them may suffer, sustain, pay or incur resulting or arising, directly or indirectly, from disclosure of all or any part or parts of the Confidential Information contrary to the provisions hereof or any other breaches of this Agreement by the Recipient or its Representatives.

## **Standstill**

14. Standstill. During the 12-month period following the date hereof, neither the Recipient nor any of its Representatives, Associates or Affiliates (including any person or entity, directly or indirectly, through or with one or more intermediaries, controlling the Recipient or controlled by or under common control with the Recipient) will, unless in any such case specifically approved in writing in advance by the Board of Directors of the Disclosing Party or as provided below:

- (a) engage in any discussions or negotiations, make any proposal or offer, or enter into any agreement, commitment or understanding, to acquire, by purchase or otherwise, any of Elswick's securities or assets;
- (b) engage in any discussions or negotiations, make any proposal or offer, or enter into any agreement, commitment or understanding, with respect to any form of business combination, acquisition, restructuring, recapitalization, liquidation or other similar transaction relating to the Disclosing Party;

- (c) directly or indirectly solicit proxies (as such terms are defined in applicable securities legislation) from the Disclosing Party's shareholders or otherwise attempt to influence the conduct or voting of such shareholders;
- (d) otherwise act alone or in concert with others to attempt to control or influence the conduct of the Disclosing Party's management, Board of Directors or policies (other than negotiations or proposals in accordance with this Agreement);
- (e) form, join or in any way participate (including financial assistance) in a group with respect to the acquisition, voting or disposition of any securities of the Disclosing Party;
- (f) take any action that might reasonably be expected to cause or require the Disclosing Party to make an announcement regarding any of the types of matters set forth in this paragraph 14;
- (g) enter into any discussions, negotiations, arrangements or understandings with any third party with respect to any of the foregoing, including any attempt to induce any third party not to make or conclude any proposal with respect to the Disclosing Party; or
- (h) make any public announcement or disclosure with respect to any of the foregoing except as may be required under applicable securities laws;

provided that nothing herein contained shall prohibit the Recipient from engaging in confidential discussions with financial institutions or investment dealers concerning financing with respect to the Transaction; and provided further that nothing contained in this paragraph 14 shall prohibit the Recipient or any of its Representatives from making a proposal to the Board of Directors of the Disclosing Party relating to a Transaction.

For greater certainty, the Recipient hereby agrees and acknowledges that neither an agreement with the Disclosing Party regarding a Transaction that the Board of Directors of the Disclosing Party has recommended to the shareholders of Elswick or otherwise agreed to, nor an announcement of an unsolicited transaction that is not recommended by the Board of Directors of the Disclosing Party, shall release the Recipient from the provisions of this paragraph 14.

## **General**

15. Equitable Remedies. The Recipient acknowledges that the members of the Disclosing Group would be irreparably harmed if any provision of this Agreement were not performed by the Recipient or its Representatives in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in monetary damages. The Recipient further acknowledges that the Disclosing Group will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Disclosing Group may be entitled at law or in equity.

16. Non-Disclosure of Negotiations. Without the Disclosing Party's prior written consent, neither the Recipient nor its Representatives will disclose to any person either the fact that access to Confidential Information has been provided to the Recipient or its Representatives or the fact that discussions or negotiations may be taking place concerning a possible Transaction or any of the terms, conditions or other facts with respect to any such possible Transaction including the status thereof or the existence of or the subject matter of this Agreement; except that the Recipient may make such disclosure if the Recipient has received the written opinion of the Recipient's outside legal counsel that such disclosure must be made in order that the Recipient does not commit a violation of law and the Recipient has informed the Disclosing Party of its intention and consulted with the Disclosing Party in advance concerning the nature and extent of the Recipient's proposed disclosure.

17. Definitive Agreement. The Recipient understands and agrees that no contract or agreement providing for a Transaction shall be deemed to exist unless and until a definitive agreement with respect thereto has been executed and delivered. The Recipient agrees that unless and until a definitive agreement has been executed and delivered, the Disclosing Party shall have no legal obligation of any kind whatsoever with respect to any such Transaction or the negotiation of any such Transaction with the Recipient by virtue of this Agreement or any other written or oral expression with respect to such a Transaction except, in the case of this Agreement, for the matters specifically agreed to herein. The Recipient further understands and agrees that: (i) the Disclosing Group shall be free to conduct any process with respect to any Transaction with any other party as they, in their sole discretion, shall determine (including, without limitation, negotiating with any prospective purchasers and entering into any agreement without prior notice to the Recipient or any other person); (ii) any procedures relating to such sale may be changed at any time without notice to the Recipient or to any other person; and (iii) the Recipient shall not have any claim whatsoever against any member of the Disclosing Group arising out of or relating to a Transaction (other than those as against the parties to a definitive agreement with the Recipient in accordance with the terms thereof). The Recipient understands that the Disclosing Party reserves the right, in its sole discretion, to reject any and all proposals made by the Recipient with respect to the Transaction, and to terminate discussions and negotiations with the Disclosing Party at any time.

18. Securities Law Compliance. The Recipient acknowledges and agrees that access by the Recipient and/or its Representatives to the Confidential Information may provide the Recipient with material information concerning the Disclosing Party which has not been publicly disclosed. Accordingly, the Recipient may be subject to applicable securities laws which would restrict the Recipient's ability to trade in any securities of the Disclosing Party. The Recipient acknowledges and agrees that it is aware of, and the Recipient covenants and agrees that it will comply with, all such laws.

19. Waiver. No failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege, and the single or partial exercise of a right, power or privilege under this Agreement will not preclude any other or future exercise of that or any other right, power or privilege.

20. Notice. Any notice or other communication to be given in connection with this Agreement must be in writing and given by personal delivery or facsimile. Any notice or communication so given will be deemed to have been received on the date of actual receipt, if received by 5:00 p.m. (Calgary time), or on the next business day, if received after 5:00 p.m. (Calgary time). Any notice shall be marked "confidential" and addressed to:

Where to the Disclosing Party:

National Bank Financial Inc.  
1800, 311-6<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 3H2

Attention: Blair Ward  
Managing Director

Email: blair.ward@nbc.ca

With a copy to:

Elswick Energy Ltd.  
202-221, 10<sup>th</sup> Avenue SW  
Calgary, Alberta  
T2G 0V9

Attention: Robert MacCuish  
President & CEO

Email: rmaccuish@elswickenergy.ca

Where to the Recipient:

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Attention:

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Email:

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21. Entire Agreement. This Agreement constitutes the entire agreement between the Recipient and the Disclosing Party with respect to the subject matter hereof.

22. Successors and Assigns. The Recipient acknowledges that the obligations undertaken by the Recipient in this Agreement will enure to the benefit of the members of the Disclosing Group and their respective successors and assigns and will be binding on the Recipient and its successors.

23. Amendments. No amendments to this Agreement shall be effective unless made in writing and executed by each party hereto.

24. No Assignment. The Recipient may not assign this Agreement nor any of the Recipient's rights or obligations under this Agreement, either in whole or in part.

25. Severability. If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it will be severable and will not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement or any part thereof.

26. Term. This Agreement shall remain in force for a period of 12 months from the date hereof (notwithstanding that Confidential Information may have been returned or copies or other reproductions destroyed prior to the expiration of such period) and thereupon shall terminate, other than paragraphs 8, 10, 12, 13, 15, 26, 27 and 29, which shall survive such termination.

27. Trustee. The Recipient hereby constitutes the Disclosing Party as trustee for all other members of the Disclosing Group in respect of the benefit to the Recipient's covenants set forth in this Agreement and the enforcement of the remedies, which such parties may have hereunder.

28. Email and Counterparts. This Agreement may be validly executed by email or other electronic transmission and in any number of counterparts, all of which taken together shall constitute one and the same agreement and each of which shall constitute an original.

29. Announcements. Neither of the parties hereto shall disseminate, nor shall they allow the dissemination of any announcement, by press release or otherwise, relating to this Agreement or the identity of the other party without the prior approval of the other party hereto.

If the Recipient agrees with the foregoing, please date, sign and return a copy of this letter, which will constitute our agreement with respect to the subject matter of this letter.

Yours truly,

**ELSWICK ENERGY LTD.**

By: \_\_\_\_\_  
Robert MacCuishe  
President & CEO

Accepted and agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
[Name of Recipient]

\_\_\_\_\_  
[Signature of authorized officer of Recipient]

\_\_\_\_\_  
[Name and title of officer signing for Recipient]



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**VIRTUAL DATA ROOM ACCESS**

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Please fill in the following information for access to the virtual data room. To schedule a management presentation or for any other inquiries, please contact Ryan Hoogendam by email at [ryan.hoogendam@nbc.ca](mailto:ryan.hoogendam@nbc.ca) or by phone at (403) 774-2280.

Name & Title: \_\_\_\_\_

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