



## **CONFIDENTIALITY AGREEMENT**

**Please send an executed Confidentiality Agreement to  
Sayer Energy Advisors at the address listed below:**

**PricewaterhouseCoopers Inc., LIT  
in its capacity as Proposal Trustee of Goldenkey Oil Inc.,  
and not in its personal or corporate capacity  
c/o Sayer Energy Advisors  
Suite 1620, 540 – 5<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 0M2  
Attention: Mr. Tom Pavic  
Phone: 406.266.6133  
Fax: 403-266.4467  
Email: [tpavic@sayeradvisors.com](mailto:tpavic@sayeradvisors.com)**

**CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** made effective as of the \_\_\_ day of \_\_\_\_\_ 2023.

**GRANTED BY:**

\_\_\_\_\_  
(the "**Recipient**")

**IN FAVOUR OF:**

**PRICEWATERHOUSECOOPERS INC. LIT**, in its capacity as the Proposal Trustee of Goldenkey Oil Inc. and not in its personal or corporate capacity

(the "**Proposal Trustee**")

**WHEREAS:**

- A. Goldenkey Oil Inc. ("**Goldenkey**") filed a Notice of Intention to Make a Proposal (the "NOI") pursuant to section 50.4(1) of the *Bankruptcy and Insolvency Act* and PricewaterhouseCoopers Inc. LIT was appointed as the Proposal Trustee in the proposal proceedings (the "**Proceedings**");
- B. On April 13, 2023, Goldenkey obtained an order from the Court of King's Bench of Alberta approving a sale and investment solicitation process (the "**SISP**") pursuant to which the Proposal Trustee will assist the sales advisor to market and solicit interest in a transaction for the business or assets of Goldenkey;
- C. The Recipient wishes to undertake due diligence and investigation in relation to a potential acquisition (the "**Potential Acquisition**") by the Recipient of the assets or business of Goldenkey in the SISP and, as such, has obtained and/or will from time to time hereafter obtain, certain Confidential Information (as defined below) relating to Goldenkey and its business, undertakings and property;
- D. The Confidential Information has and will be received by the Recipient for the sole purpose of conducting due diligence in relation to a Potential Acquisition; and
- E. As a pre-condition to the Proposal Trustee or its representatives or agents (including the sales advisor, providing confidential or proprietary business information concerning Goldenkey to the Recipient, the Proposal Trustee requires and the Recipient has agreed to execute and deliver to the Proposal Trustee a confidentiality agreement in form and substance satisfactory to the Proposal Trustee and its advisors.

**NOW, THEREFORE**, in consideration of the premises and the Proposal Trustee providing the Recipient with access to the Confidential Information for the purposes of the Potential Acquisition, and other good and valuable consideration, the receipt and sufficiency of

which consideration is hereby acknowledged, the Recipient covenants and agrees with the Proposal Trustee as follows:

1. The covenants contained in this Agreement apply to all: (i) data, records, reports, studies, projections, knowledge, patents, theories, information (financial, corporate, business or otherwise), intellectual property, designs, drawings, plans, opportunities, prototypes, specifications, manuals, photographs, software, hardware, equipment, printouts, reports, market research, business plans, customer lists, supply sources, engineering, and trade secrets, (ii) analyses, compilations, forecasts, studies, interpretations or other documents prepared by Goldenkey, the Proposal Trustee, the Sales Advisor, or the Recipient in connection with the SISP or the evaluation of the Potential Acquisition; (iii) information relating to existing and potential financiers and investors; and, (iv) trade lists, processes, techniques, ideas, improvements, innovations, know-how, research and development, calculations, opinions, documents and other information, whether written or oral, and whether or not noted thereon to be confidential, pertaining to Goldenkey or its businesses, liabilities, properties, assets, products, customers, technology, subsidiaries, affiliates, activities, or affairs, which have been or which may hereafter be disclosed or provided to the Recipient (collectively, the "**Confidential Information**").
2. The Recipient shall keep all Confidential Information in strict confidence and shall not disclose or release the Confidential Information to any person except:
  - (a) to a governmental or judicial authority upon the direction or order of the governmental or judicial authority and after giving reasonable prior written notice of the disclosure or release to the Proposal Trustee and Goldenkey and marking the Confidential Information by referring to its confidential nature under the terms of this Agreement and making commercially reasonable efforts, where possible, to limit such disclosure and to ensure that any such disclosure will be afforded confidential treatment. The Recipient covenants and agrees that it shall not oppose any action by Goldenkey or the Proposal Trustee to seek an appropriate protective order or other remedy in respect of such disclosure or requested disclosure;
  - (b) where the Proposal Trustee has given prior written consent to disclosure or release of the Confidential Information to that person; or
  - (c) to those directors, senior officers, senior management employees and legal and accounting advisors of the Recipient, as the case may be, who need to know the Confidential Information for the purposes of evaluating Goldenkey or assisting the Recipient in relation thereto, provided that:
    - (i) the Recipient shall notify each of such persons of the obligations contained herein with respect to the confidentiality of the Confidential Information and the restrictions imposed on the use thereof; and
    - (ii) the Recipient shall direct each such person to exercise a level of care sufficient to preserve the confidentiality of the Confidential Information and shall direct each such person to abide by the terms and conditions of this

Agreement, and shall take all reasonable steps to ensure that the Confidential Information is not disclosed by any of such persons to any other party or used in a manner contrary to the spirit and intent of this Agreement. The Recipient shall be liable and responsible for any breach of any term of this Agreement by any of the persons referred to in this paragraph 2.

3. The obligation of the Recipient to keep the Confidential Information in strict confidence shall not apply where the Confidential Information:
  - (a) is otherwise known to the Recipient or is generally known to the public at the time of its disclosure to the Recipient; or
  - (b) subsequently comes into the public domain without any breach of the obligations of the Recipient hereunder.
4. The Recipient shall not deal with or use the Confidential Information, directly or indirectly, in any manner whatsoever for any purpose other than in connection with the due diligence associated with the Potential Acquisition and in compliance with the terms hereof.
5. The Recipient shall, within three days of a written request being made by the Proposal Trustee, destroy or return promptly to the Proposal Trustee all documentation and other tangible manifestations relating to the Confidential Information which have been provided to the Recipient or which are in the possession or under the control of the Recipient (without retaining any copy thereof) as and when requested by the Proposal Trustee.
6. This Agreement is in addition to, and not in substitution for or in derogation of, the rights of the Proposal Trustee or Goldenkey at law or in equity arising in any way in connection with the disclosure of the Confidential Information to the Recipient.
7. The Proposal Trustee may refuse to make the Confidential Information available to the Recipient or otherwise terminate the Recipient's access to the Confidential Information at any time, as determined by the Proposal Trustee, in its sole and unfettered discretion.
8. The Recipient agrees that the restrictions contained in this Agreement are reasonable in order to protect the legitimate interests of the Proposal Trustee and Goldenkey and all defences to the strict enforcement of the restrictions by the Proposal Trustee and Goldenkey are hereby unconditionally and irrevocably waived by the Recipient.
9. The Recipient recognizes that a breach or threatened breach by the Recipient of any of its obligations under this Agreement may result in damages to the Proposal Trustee or Goldenkey and that the Proposal Trustee or Goldenkey may not adequately be compensated for those damages by monetary award and, accordingly, the Recipient agrees that if a breach occurs, in addition to all other remedies available to the Proposal Trustee or Goldenkey at law or in equity, the Proposal Trustee or Goldenkey will be entitled, as a matter of right (and without having to show or prove any actual damages), to apply to a Court of competent jurisdiction for relief by way of restraining order, injunction, decree or

otherwise, as may be appropriate, to ensure compliance with the provisions of this Agreement.

10. In the event that the Recipient becomes aware of a breach of this Agreement, the Recipient agrees that it shall, within two business days, advise the Proposal Trustee, in writing, of such breach and provide the details thereof.
11. If any term or provision of this Agreement is declared to be void or unenforceable in whole or in part by a court of competent jurisdiction, it shall be deemed to be severable from the rest of this Agreement and it shall not affect or impair the enforceability or validity of any other covenant or provision of this Agreement.
12. This Agreement does not constitute any representation, warranty or guarantee with respect to the accuracy or completeness of the Confidential Information or any portion thereof and the Recipient will not be entitled to rely on the accuracy or completeness of the Confidential Information or any portion thereof. Neither the Proposal Trustee, the Sales Advisor, Goldenkey, nor any of their respective directors, officers, employees, advisors (including, without limitation, financial advisors, lawyers, and accountants), or agents, will be liable for any errors or omissions in the Confidential Information or the use or results of the use of the Confidential Information.
13. This Agreement shall be governed by and interpreted in accordance with the laws in force in the Province of Alberta. The Recipient hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta for the determination of all matters arising hereunder in the event the Proposal Trustee or Goldenkey should bring an action on this Agreement in the Courts of the Province of Alberta. The Recipient hereby agrees that, notwithstanding the foregoing, the Proposal Trustee or Goldenkey may bring an action on this Agreement in any jurisdiction where the Recipient has Business or in any jurisdiction where this Agreement has been breached or where a breach is threatened, and in such an event, the Recipient hereby irrevocably attorns to the jurisdiction of the Courts of such jurisdictions for the determination of all matters arising hereunder.
14. If the closing of the Potential Acquisition does not take place, this Agreement will continue indefinitely, unless otherwise agreed in writing by the Proposal Trustee or Goldenkey.
15. No waiver of any particular requirement hereunder shall be construed as a general waiver of this Agreement, and any failure by or delay by the Proposal Trustee or Goldenkey in enforcing their rights against any particular breach of this Agreement shall not limit or affect their rights to enforce their rights against any other breach hereof.
16. This Agreement shall not be assigned by the Recipient without the prior written consent of the Proposal Trustee.
17. This Agreement shall enure to the benefit of the Proposal Trustee and Goldenkey and its successors and assigns and shall be binding upon the Recipient and its successors and permitted assigns, as the case may be. Each party, jointly and severally, covenants and agrees that Goldenkey shall be a beneficiary of this Agreement, and this Agreement shall,

for all purposes, be deemed to be valid and enforceable by and for the benefit of Goldenkey, as if it were a party hereto.

18. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein and supersedes all prior contracts, agreements and understandings pertaining to the subject matter of this Agreement. No modification or alteration of this Agreement shall be binding unless executed in writing by the parties hereto. There are no representations, warranties, collateral agreements or conditions affecting this transaction that have been made or relied upon by any party hereto other than as set out herein in writing.
19. This Agreement may be executed in counterpart and pursuant to facsimile transmission.

*The remainder of this page is intentionally left blank.*

IN WITNESS WHEREOF the Recipient has executed this Agreement on the day and year first above written.

**PRICEWATERHOUSECOOPERS INC.**  
**LIT**, in its capacity as the proposal trustee of Goldenkey Oil Inc., and not in its personal or corporate capacity

\_\_\_\_\_  
**Print Name of Recipient**

Per: \_\_\_\_\_  
Signature

Per: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title of Signatory

I certify that no changes have been made to this Confidentiality Agreement that have not been clearly marked and initialed.

**CONFIDENTIAL INFORMATION DELIVERY OPTIONS: (please check one)**

**Electronic**      or       **Hard copy (binder)**

\_\_\_\_\_  
NAME AND TITLE OF CONTACT PERSON TO FORWARD INFORMATION

\_\_\_\_\_  
CONTACT ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

**Option to Attach Business Card Here:**