

VERMILION E N E R G Y



CONFIDENTIALITY AGREEMENT

Please send an executed Confidentiality Agreement to:

Vermilion Energy Inc.
c/o Sayer Energy Advisors
Suite 1620, 540 – 5th Avenue SW
Calgary, Alberta T2P 0M2
Attention: Mr. Tom Pavic
tpavic@sayeradvisors.com
Phone: 406.266.6133

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT entered into as of the _____ day of _____, 202__.

BETWEEN:

Vermilion Energy Inc., a body corporate, incorporated under the laws of the Province of Alberta (hereinafter referred to as "**Vermilion**")

- and -

_____,
a body corporate, incorporated under the laws of _____ (hereinafter referred to as the "**Receiving Party**").

WHEREAS in connection with a contemplated sale by Vermilion of the Assets, Vermilion is prepared to disclose certain Confidential Information (the "**Confidential Disclosure**"), as such term is defined in this Agreement, to the Receiving Party to assist the Receiving Party in evaluating the Transaction;

AND WHEREAS the Receiving Party acknowledges that prior to Vermilion making any Confidential Disclosure, it is necessary for Vermilion and the Receiving Party to enter into this Agreement setting forth the terms and conditions applicable to such Confidential Disclosure;

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1 DEFINITIONS

In this Agreement and the schedule attached hereto, the following terms have the following meaning:

1.1. "**Affiliate**" shall mean any Person who:

- a. controls either directly or indirectly a Party;
- b. is controlled directly or indirectly by such Party; or
- c. is directly or indirectly controlled by a Person who directly or indirectly controls such Party. "Control" and related terms including "controlling" and "controlled" shall mean (for purposes of the definition of "Affiliate" only) the possession, direct or indirect, of: (i) in the case of a corporation, the power to vote more than 50% of the securities having ordinary voting power for the election of directors of such corporation; and (ii) in the case of a partnership (general or limited), joint venture or other Person, either (1) the power to exercise more than 50% of the voting rights in such Person; or (2) the power to cause the direction of the management and policies of such Person.

- 1.2. **"Agreement"** means this document executed by the Parties;
- 1.3. **"Assets"** means all or any part of the lands highlighted on the attached Schedule "A";
- 1.4. **"Confidential Disclosure"** has the meaning given to that term in the recitals to this Agreement;
- 1.5. **"Confidential Information"** means any and all information (including not only information transmitted in written, electronic, magnetic or other form, but also information transmitted orally, visually or by any other means), including information acquired prior to the execution of this Agreement, disclosed or to be disclosed in connection with the evaluation of Transaction to the Receiving Party or its Representatives by or on behalf of Vermilion or its Representatives concerning or related in any way to the Assets, the Transaction or the business, operations, assets or affairs of Vermilion or any of its Affiliates including but not limited to:
 - a. all agreements, correspondence, financial, technical or business information, technology, engineering reports, models, data, compilations, marketing materials, budget information, geological, geophysical, geochemical and other engineering information (including, without limitation, seismic data), land schedules and other documentation;
 - b. all information which may be made available to the Receiving Party or its Representatives in data rooms or associated virtual data rooms established with respect to the Transaction;
 - c. all Personal Information pertaining to the directors, officers, employees, consultants, contractors and agents of Vermilion or any Affiliate of Vermilion;
 - d. all information prepared or generated by or on behalf of the Receiving Party or its Representatives in connection with the review and evaluation of the information described above, including all reports, analyses, notes, studies, compilations and other information that are based on, contain or reflect any of the information or data described in (a) through (d) above; and
 - e. all information concerning the potential existence and subject matter of the Transaction, the existence of or status of negotiations relating to a Transaction, the existence of this Agreement, the Confidential Disclosure and the nature, terms, positions, views, status, outcome, developments or results of the Transaction
- 1.6. **"Party"** or **"Parties"** as the context requires, shall mean the signatories to this Agreement;
- 1.7. **"Person"** means any corporation, company, group, partnership, limited liability company, unincorporated association, trust, governmental or other entity, or individual;
- 1.8. **"Personal Information"** means information about an identifiable individual, but excludes his or her business contact information (consisting of the individual's name, position name or title, business telephone number, business address, business e-mail or business fax number when used for the purpose of contacting such individual in his or her capacity as an employee or official of an organization and for no other purpose);
- 1.9. **"Representatives"** means, with respect to a Party, that Party's Affiliates and each of its or their respective directors, officers, employees, contractors, agents and legal, financial or technical advisors; and
- 1.10. **"Transaction"** means the possible purchase of all or part of the Assets by the Receiving Party.

ARTICLE 2
CONFIDENTIALITY

2.1 Unless otherwise permitted by this Agreement, the Receiving Party shall:

- a. keep the Confidential Information strictly confidential and not use the Confidential Information for any purpose other than to evaluate the Transaction and without limitation, it shall not sell, trade, or otherwise disclose the Confidential Information to anyone not permitted by this Agreement in any manner whatsoever;
- b. not use or allow the use of any of the Confidential Information by its Representatives for any purpose other than to evaluate the Transaction;
- c. use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own most confidential information, but in any case no less than reasonable care; and
- d. promptly advise Vermilion in writing of any misuse or misappropriation of the Confidential Information which may come to the attention of the Receiving Party or any of its Representatives.

The Receiving Party may disclose the Confidential Information, on a need-to-know basis, to those Representatives who require such information in order to evaluate the Transaction provided that prior to any such disclosure being made by the Receiving Party, Receiving Party shall have informed such Representatives of the confidential nature of the Confidential Information and the Receiving Party shall further ensure that the Representatives are bound by comparable obligations of confidentiality as those set forth herein. The Receiving Party shall be responsible for any breach or failure to adhere to the terms of this Agreement by such Representative.

2.2 The Receiving Party may disclose Confidential Information only to the extent the Receiving Party may demonstrate that such information:

- a. is already known to the Receiving Party as of the date of disclosure hereunder and was acquired without any obligation of confidentiality;
- b. is as of the date of this Agreement already in possession of the public or becomes available to the public other than through the unauthorized disclosure by the Receiving Party or any of its Representatives;
- c. is required to be disclosed under applicable law or by court order or by a governmental order, decree, regulation or by any securities law (including the rules of any stock exchange), provided that in such case the Receiving Party shall give written notice to Vermilion prior to such disclosure (unless such notice is prohibited by law) and shall comply with the requirements of Paragraph 2.3; or
- d. is acquired independently, without any obligation of confidentiality, from a third party that has the right to disseminate such information at the time it is acquired by the Receiving Party.

2.3 Should any Person or regulatory authority seek to legally compel the Receiving Party or its Representatives to disclose any of the Confidential Information, or if Receiving Party and any of its Representatives receives a request or is required by law, regulation, by-law or rule, including, without limitation, stock exchange rule, discovery procedures, deposition, interrogatory, request for documents, subpoena, summons, civil investigative demand, search and seizure warrant, court order or other process, the Receiving Party will to the extent legally permissible provide Vermilion with prompt written notice thereof so that Vermilion may seek a protective order or other appropriate remedy. The

Receiving Party shall cooperate fully with Vermilion on a reasonable basis in any attempt by Vermilion to obtain a protective order or other appropriate remedy. In such case, Receiving Party shall give Vermilion written notice of the information to be disclosed (including copies of the relevant portions of the relevant documents) as far in advance of its disclosure as is practicable, use commercially reasonable efforts to limit any such disclosure to the precise terms of such requirement and use commercially reasonable efforts to obtain an order or other reliable assurance that confidential treatment, if available, will be accorded to such information. In any event, the Receiving Party or other so compelled to disclose, will only furnish that portion of the Confidential Information that is legally required to be disclosed.

- 2.4 The Confidential Information to be disclosed hereunder shall be determined by Vermilion. Vermilion will consider reasonable requests by the Receiving Party for any further information, data or documents, but will be under no obligation to provide such additional information, data or documents. It is acknowledged and agreed by the Receiving Party that Vermilion may revoke at any time and in any manner the availability of the Confidential Information.
- 2.5 To the extent that the Receiving Party or any of its Representatives are given physical access to any of Vermilion's properties or premises in connection with the evaluation of the Transaction, the Receiving Party hereby agrees to indemnify, defend and hold harmless Vermilion and its Representatives and each of their respective directors, officers, employees, agents, consultants and advisors from and against any and all liabilities, claims and causes of action for personal injury, death or property damage occurring on such property or premises as a result of the access to such properties or premises by the Receiving Party or any of its Representatives provided that such liabilities, claims and causes of action for personal injury, death or damage were not the result of Vermilion's, or its Representatives' as the case may be, own gross negligence.
- 2.6 The Receiving Party acknowledges that Vermilion may, in its sole discretion, establish such additional terms and conditions as it deems necessary prior to granting physical access to any properties or premises of Vermilion and that the Receiving Party and its Representatives may be denied access to such properties or premises in the event that it and they do not accept such terms and conditions in such manner as may be acceptable to Vermilion, in its sole discretion.
- 2.7 The Receiving Party further acknowledges that some properties or premises which are relevant to the evaluation of the Transaction may be operated by third party operators who may establish additional terms and conditions requiring acceptance by the Receiving Party and its Representatives prior to allowing access to such properties or premises.
- 2.8 Each Party acknowledges and agrees that it is aware, and it shall advise its Representatives who are informed as to the matters which are the subject of this Agreement, that the Confidential Information, including the potential existence and subject matter of the potential Transaction, the existence of or status of negotiations relating to the potential Transaction, and information with respect to the nature, terms, positions, views, status, outcome, developments or results of the potential Transaction, may include material non-public information and that Canadian or other applicable securities laws impose restrictions on trading securities when in possession of such information and on communicating such information to any other Person.

ARTICLE 3

INDEMNITIES AND RETURN OF CONFIDENTIAL INFORMATION

- 3.1 The Receiving Party shall ensure that all Persons to whom the Confidential Information is disclosed under this Agreement shall keep such information confidential and shall not disclose or divulge the same to any

unauthorized Person. In addition to any other rights Vermilion may have against the Receiving Party arising by reason of any breach of this Agreement, the Receiving Party shall:

- a. be liable to Vermilion and its Representatives for all losses, costs, damages and expenses whatsoever which Vermilion and its Representatives may suffer, sustain, pay or incur; and in addition as a separate and independent covenant,
- b. indemnify and hold Vermilion and its Representatives harmless against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by Vermilion or its Representatives which any of them may suffer, sustain, pay or incur,

as a result of any breach of this Agreement by the Receiving Party or arising out of or resulting from any unauthorized use or disclosure by the Receiving Party or any of its Representatives of the Confidential Information, including all damages, costs and expenses (including legal expenses) suffered or incurred by Vermilion or any of its Representatives directly or indirectly as a result of the enforcement by Vermilion of this Agreement. The Recipient acknowledges and agrees that Vermilion is constituted as trustee of its covenants under this paragraph 3.1 for the benefit of Vermilion's Representatives and that Vermilion or its Representatives shall be entitled to enforce such covenants on behalf of such persons.

- 3.2 The Receiving Party agrees that Vermilion would be irreparably injured by a breach of this Agreement and that Vermilion shall be entitled to equitable relief, including injunctive relief and specific performance in the event of any breach of this Agreement. Such remedy shall not be deemed to be the exclusive remedy for a breach of this Agreement but shall be in addition to all other remedies available in law or in equity.
- 3.3 The Confidential Information is and shall remain the property of Vermilion, and nothing in this Agreement, by implication or otherwise, is or shall be construed as granting to the Receiving Party, any ownership or other interest (including by way of license) in any Confidential Information.
- 3.4 Vermilion may demand the return and/or destruction of any Confidential Information at any time upon giving written notice to the Receiving Party. Within fifteen (15) business days of receipt of such notice, the Receiving Party shall return all originals or copies of the Confidential Information so requested by Vermilion and destroy all remaining copies and reproductions (both written and electronic) of the Confidential Information received by the Receiving Party as well as any analyses, interpretations, compilations, data, studies, notes and any documents prepared by or on behalf of the Receiving Party containing or based upon, in whole or in part, information acquired by the Receiving Party or its Representatives hereunder. The Receiving Party shall promptly, upon the request of Vermilion, provide a certificate from an officer or other authorized senior representative of the Receiving Party certifying such return or destruction in a form of certificate acceptable to Vermilion. Notwithstanding the foregoing it is understood and agreed that, (i) the Receiving Party's computer systems may automatically back up Confidential Information disclosed under this Agreement, and that to the extent such computer back up procedures create copies of the Confidential Information, the Receiving Party may retain such copies for the period it normally archives backed up computer records; and (ii) the Receiving Party may retain, for corporate governance purposes, a copy of any approval presentations made to its board of directors which contains Confidential Information; provided that in each of (i) and (ii) the retained Confidential Information shall remain subject to the provisions of this Agreement until destroyed, regardless of termination or expiry of this Agreement.
- 3.5 Vermilion makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the Confidential Information disclosed hereunder. The Receiving Party hereby:
 - a. acknowledges and agrees that neither Vermilion nor any of its Representatives shall have any

liability to the Receiving Party or its Representatives for any losses or damages as a result of using any Confidential Information; and

- b. releases, indemnifies and holds Vermilion and its Representatives harmless with respect to the use of or reliance upon the Confidential Information by the Receiving Party or its Representatives.

- 3.6 The Receiving Party hereby acknowledges that it is aware, and that it will advise its Representatives who are informed as to the matters which are the subject of this Agreement, that applicable securities laws prohibit any Person who has received material, non-public information concerning Vermilion or any other issuer, from purchasing or selling securities of such issuer or from communicating such information to any other Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell securities of Vermilion, before such information has been generally disclosed to the public.

ARTICLE 4 NON-SOLICITATION AND PERSONAL INFORMATION

- 4.1 Except as otherwise provided for in a definitive agreement entered into by the parties to formalize the completion of a Transaction, the Receiving Party shall not, for a period of eighteen (18) months from the date of this Agreement, solicit for employment any Person who is employed by Vermilion or any of its Affiliates who Vermilion may reasonably demonstrate becomes known to the Receiving Party primarily as a consequence of the Receiving Party evaluating a Transaction. For the purposes of this Paragraph 4.1, the term "solicitation" shall not include solicitation of any Person who is employed by Vermilion or any of its Affiliates 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 Receiving Party generally (and not specifically in respect of Vermilion and its Affiliates) and for greater certainty, shall not include such Persons who contact the Receiving Party on his or her own initiative without any prohibited solicitation.
- 4.2 The Parties hereto acknowledge that they are responsible for compliance at all times with applicable privacy laws which govern the collection, use and disclosure of Personal Information pursuant to or in connection with this Agreement (the "**Disclosed Personal Information**").
- 4.3 Prior to the closing of the Transaction, Receiving Party (and its Representatives) and its Receiving Party's Affiliates (and their Representatives) shall not use the Disclosed Personal Information of Vermilion or its Affiliates for any purposes other than those related to the performance of this Agreement and considering, evaluating and negotiating the Transaction and in all cases subject to and in compliance with the terms of this Agreement and applicable privacy laws.
- 4.4 Each Party acknowledges and confirms that the disclosure of Personal Information is necessary for the purpose of allowing the Parties to consider, evaluate and negotiate the Transaction, and that the disclosure of Personal Information relates solely to the carrying on of the business of each Party and/or considering, evaluating and negotiating the potential Transaction.
- 4.5 Each Party acknowledges and confirms that it shall employ appropriate safeguards in accordance with applicable law to prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.
- 4.6 In the event of the successful completion of the Transaction, each Party undertakes to: (i) use or disclose the Disclosed Personal Information of the other Party only for those purposes for which the information

was initially collected from or in respect of the individuals; and (ii) abide by any applicable laws surrounding withdrawal of consent. Receiving Party shall also, within a reasonable time after the Transaction has completed, notify the affected individuals that their Personal Information has been disclosed.

- 4.7 In the event the Transaction is not completed, Receiving Party (and its Representatives) and Receiving Party's Affiliates (and their Representatives) shall cease all use of the Disclosed Personal Information acquired by them in connection with this Agreement and will return to Vermilion or, at Vermilion's request, destroy in a secure manner in accordance with the provisions set forth in Clause 3.4 herein.

ARTICLE 5 GENERAL PROVISIONS

- 5.1 The obligations of the Parties shall remain in full force and effect for a period of twenty four (24) months from the date hereof (notwithstanding that Confidential Information may have been returned or copies or other reproductions thereof destroyed prior to the expiration of such period) and thereupon shall terminate.
- 5.2 All notices, consents and other instruments which are required or may be given pursuant to this Agreement must be given in writing and delivered personally or by email or similar means of data transmission as follows:

If to Vermilion:

Vermilion Energy Inc.
3500, 520 – 3rd SW Calgary
Calgary, Alberta
T2P 0R3

Attention: _____

Email: _____

With a mandatory copy to:

Attention: Tamar Epstein, General Counsel

Email: tepstein@vermilionenergy.com

If to Receiving Party:

Attention: _____

Email: _____

or in accordance with the latest unrevoked instructions delivered by one Party to the other. All notices will be deemed to have been duly given at the time of delivery or, in the case of email or similar means

of data transmission, on the first business day after it is sent.

- 5.3 The Receiving Party shall not assign this Agreement nor any rights and benefits hereunder, in whole or in part to any Person without the express written consent of Vermilion. Vermilion reserves the right, at its sole discretion, upon notice but without consent, to assign all or a portion of the benefits under this Agreement to such parties as it deems appropriate including, without limitation, joint venture partners, and Vermilion shall be released from its obligations hereunder to the extent that they are assumed by any assignee(s). Notwithstanding the foregoing, this Agreement shall enure to the benefit of the Parties and their lawful successors and permitted assigns.
- 5.4 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada as applicable therein. The Parties 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 or the Transaction (and each Party agrees not to commence any action, suit or proceeding relating thereto except in such courts). Each Party further agrees that service of any process, summons, notice or document by registered mail to the address specified in Paragraph 5.2 shall be effective service of process for any such action, suit or proceeding brought against such Party in any such court. Each Party hereby irrevocably and unconditionally waives any objection to the laying of venue of action, suit or proceeding arising out of this Agreement or the Transaction in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
- 5.5 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 herein. 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. Further, no failure or delay by Vermilion in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 5.6 The parties share a common legal and commercial interest in all Confidential Information which is and remains subject to all applicable privileges, including solicitor-client privilege, anticipation of litigation privilege, work product privilege, and privilege in respect of “without prejudice” communications. No waiver of any privilege is implied by the disclosure of Confidential Information to any Person pursuant to the terms of this Agreement.
- 5.7 This Agreement comprises the full and complete agreement of the Parties hereto with respect to the Confidential Disclosure and the additional matters contemplated herein, and supersedes and cancels all prior communications, understandings and agreements between the Parties, whether written or oral, expressed or implied. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 5.8 The division of this Agreement into articles and paragraphs and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- 5.9 Throughout this Agreement, whenever required by context, the use of the singular number is to be construed to include the plural, and the use of the plural, the singular and the use of any gender includes all genders.
- 5.10 This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and such counterparts shall together constitute one and the same instrument.

The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

IN WITNESS WHEREOF, the duly authorized representative of each of the Parties has caused this Agreement to be executed on the date first written above.

VERMILION ENERGY INC.

Print Recipient Company Name

Per: _____
 Signature

 Name

 Title

Per: _____
 Signature

 Name

 Title



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

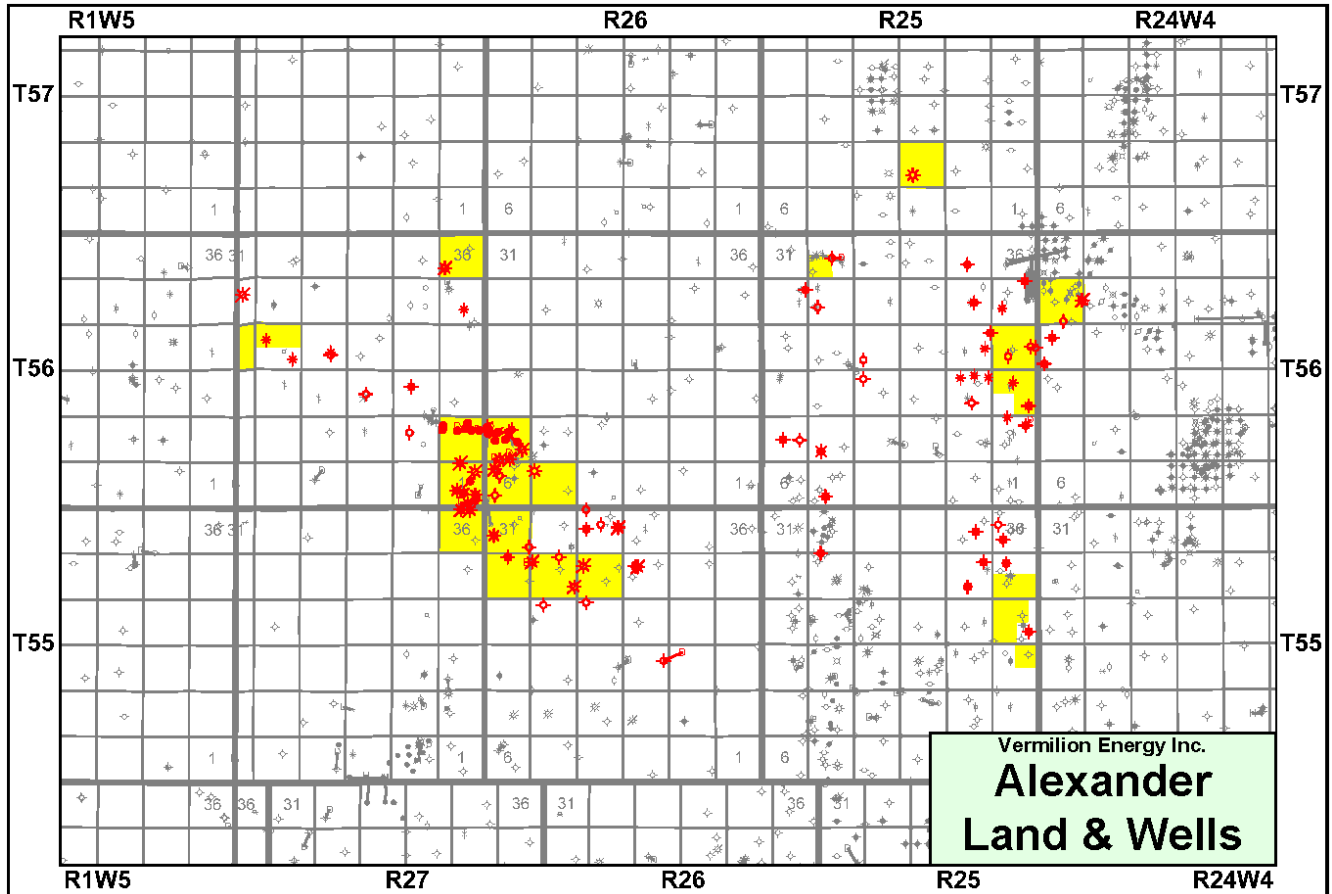
 TELEPHONE NUMBER

 EMAIL ADDRESS

Option to Attach Business Card Here:

**SCHEDULE "A" to the Confidentiality Agreement
between Vermilion Energy Inc. and**

entered into the _____ day of _____, 202_



Initials	
Vermilion	Receiving Party