



Doane
Grant Thornton



TexCal Energy



CONFIDENTIALITY AGREEMENT

Please send executed Confidentiality Agreement to:

**Grant Thornton Limited
c/o Sayer Energy Advisors
Suite 1620, 540 – 5th Avenue SW
Calgary, Alberta T2P 0M2
Attention: Mr. Tom Pavic
tpavic@sayeradvisors.com
Phone: 403.266.6133**

Confidentiality Agreement

This Confidentiality Agreement (the "**Agreement**"), effective as of _____, 20__ (the "**Effective Date**"), is by and between Grant Thornton Limited, in its capacity as receiver (in such capacity, the "**Receiver**") of the assets, undertakings and properties of TexCal Energy Canada Inc. ("**TexCal**") and not in its personal or corporate capacity (the "**Disclosing Party**") and _____ (the "**Recipient**").

WHEREAS, the parties wish to explore a possible business transaction between the Recipient and the Disclosing Party in connection with the Recipient's consideration of a possible investment in, or acquisition of all or part of the assets of, TexCal and/or the RME Transaction Assets (the "**Transaction**").

AND WHEREAS, the Disclosing Party will disclose the Evaluation Materials (defined below) to the Recipient.

AND WHEREAS, the parties shall sign this Agreement to allow the Recipient to evaluate, negotiate and/or consummate the Transaction while protecting and preserving the Evaluation Materials (defined below).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

(a) "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(b) "**Evaluation Material**" means all information, data, documents, agreements, files, financial statements and data, forecasts, and other materials regarding or concerning the RME Transaction Assets, TexCal or the Disclosing Party, whether disclosed orally or disclosed or stored in written, electronic or other form or media, which is disclosed or otherwise furnished by TexCal or the Disclosing Party or their Representatives to the Recipient or its Representatives in connection with the Transaction before, on or after the date hereof, including all analyses, compilations, reports, forecasts, studies, samples and other documents prepared by or for the Recipient which contain or otherwise reflect or are generated from such information, data, documents, agreements, files or other materials. The term "Evaluation Material" as used herein does not include information that: (i) is or becomes generally available to and known by the public (other than as a result of its disclosure directly or indirectly by the Recipient or its Representatives in violation of this Agreement); (ii) was already in the possession of, or is or becomes available to, the Recipient or its Representatives from a source other than TexCal or the Disclosing Party or their Representatives, *provided that* such source, to the Recipient's

knowledge after reasonable inquiry, was not and is not bound by a confidentiality agreement regarding the Disclosing Party, or otherwise prohibited from disclosing such information by a legal, contractual or fiduciary obligation; or (iii) has been independently developed by the Recipient without violating any of its obligations under this Agreement or use of the Evaluation Material.

(c) **"Person"** means any individual, partnership (whether general or limited), corporation, unlimited liability company, association, trust, members of joint venture entities or other entity.

(d) **"Representatives"** means, as to any Person, such Person's affiliates, and its and their respective directors, officers, employees, general partners, agents and consultants (including lawyers, financial advisors, the Receiver, and accountants).

(e) **"RME Transaction Assets"** has the meaning ascribed to it in the Order re: Approval of SISP, etc. granted on March 6, 2026 in Alberta Court of King's Bench file number 2501-09600.

Other terms not specifically defined in this Section 1 shall have the meanings given to them elsewhere in this Agreement.

2. Evaluation Materials. The Recipient shall keep the Evaluation Material strictly confidential and shall not use the Evaluation Material for any purpose other than to evaluate, negotiate and consummate the Transaction. Without the prior written consent of the Disclosing Party or its Representatives, the Recipient shall not disclose or permit its Representatives to disclose any Evaluation Material except: (a) if required by law or under any requirement or process of any legal or, regulatory, supervisory, or governmental authority, but only in accordance with Section 5, or (b) to its Representatives, to the extent necessary to permit such Representatives to assist the Recipient in evaluating, negotiating and consummating the Transaction, *provided that* the Recipient shall cause its Representative to be bound by the terms of this Agreement to the same extent as if they were parties hereto and the Recipient shall be responsible for any breach of this Agreement by any of its Representatives.

3. Transaction Information. Except for such disclosure as is necessary not to be in violation of any applicable law or regulation, rule or order or pursuant to any requirement, request or process of any legal or regulatory, governmental or supervisory authority (in which case the disclosure must be made in accordance with Section 5), the Recipient shall not, and shall not permit any of its Representatives to, without the prior written consent of the Disclosing Party or its Representatives, disclose to any Person: (a) the fact that the Evaluation Material has been made available to it or any of its Representatives or that it or any of its Representatives has received or inspected any portion of the Evaluation Material, (b) the existence or contents of this Agreement, (c) the fact that investigations, discussions or negotiations are taking or have taken place concerning the Transaction, including the status thereof or (d) any terms, conditions or other matters relating to the Transaction ((a), (b), (c) and (d), being referred to herein as **"Transaction Information"**).

4. Representation and Warranty Disclaimer. The Recipient understands and agrees that neither the Disclosing Party nor its Representatives: (a) has made or makes any representation or warranty, expressed or implied, as to the accuracy or completeness of the Evaluation Material (including the financial statements and forecasts), or its fitness or use for any particular purpose, or (b) shall have any liability to the Recipient or its Representatives relating to or resulting from the use of the Evaluation Material or any errors therein or omissions therefrom. Only those representations or warranties that are made in a Definitive Agreement (defined below) when and if executed will have any legal effect. The parties agree that, unless and until a definitive written agreement between the Disclosing Party and Recipient (or one or more of their respective affiliates) has been executed and delivered with respect to the Transaction (a "**Definitive Agreement**"), neither the Disclosing Party nor any of their respective Representatives will be under any legal obligation of any kind whatsoever with respect to the Transaction, including any obligation to (i) consummate a Transaction, (ii) conduct or continue discussions or negotiations or (iii) enter into or negotiate a Definitive Agreement. The Disclosing Party reserves its right, in its sole discretion, to reject any and all proposals made by the Recipient or on its behalf with regard to the Transaction, to terminate discussions and negotiations with the Recipient at any time, to disclose the Evaluation Materials to other Persons, and to discuss, negotiate and/or to enter into any agreement with any other Person without notice to the Recipient or any of its Representatives, at any time and for any reason or no reason.

5. Disclosure Required by Law. If, in the written opinion of the Recipient's counsel, the Recipient or any of its Representatives is required to disclose any Evaluation Material, by law, regulation, rule or order or under any requirement or process of any legal, regulatory or governmental authority, the Recipient shall (a) give the Disclosing Party prompt prior written notice of such requirement or process so that the Disclosing Party may seek, at its sole cost and expense, an appropriate protective order or other remedy; and (b) cooperate with the Disclosing Party and its Representatives, at the Disclosing Party's sole cost and expense, to obtain such protective order or other remedy. If such protective order or other remedy is not obtained, the Recipient (or such Representative to whom such requirement is directed) will furnish only that portion of the Evaluation Material which, on the written advice of the Recipient's counsel, is legally required to be disclosed and will use its commercially reasonable efforts to preserve the privileged nature or confidentiality of the Evaluation Material.

6. Return or Destruction of Evaluation Materials. At any time upon the Disclosing Party's written request, the Recipient shall promptly, and in any event no later than five days after the request, return to the Disclosing Party or destroy all Evaluation Material (including all copies, extracts or other reproductions) and, if destroyed, certify in writing to the Disclosing Party within such time frame that such Evaluation Material (including any Evaluation Material held electronically) has been destroyed. Notwithstanding the return or destruction of Evaluation Material, the Recipient and its Representatives shall continue to be bound by their obligations of confidentiality and other obligations hereunder.

7. Indemnity. The Recipient agrees to indemnify, defend and hold harmless the Disclosing Party and its Representatives for and against any and all losses including any costs (including legal fees), expenses and other liabilities arising therefrom, resulting from any breach of this Agreement by the Recipient and its Representatives. If the Recipient or any of its Representatives are provided with physical access to any properties or facilities of TexCal, the

Recipient agrees that neither the Recipient nor any of its Representatives shall have, and shall not make, any claims whatsoever against the Disclosing Party, or any of its Representatives 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 any of the its Representatives' access to such properties or facilities and the Recipient agrees to indemnify, defend and hold harmless the Disclosing Party and any of its Representatives 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 entry onto the premises by the Recipient or any of its Representatives. The Recipient shall, and shall cause your Representatives to, comply fully with all rules, regulations and instructions issued by the Disclosing Party regarding the Recipient's or its Representatives' access to such properties or facilities.

8. Non-Solicitation. Except with the prior written consent of the Disclosing Party, the Recipient agrees that, for a period of one year from the Effective Date, the Recipient will not directly or indirectly solicit or hire any officer, director or employee of the Disclosing Party, provided that the foregoing restriction shall not apply to any solicitation directed at the general public.

9. Party Contacts. The Recipient agrees that (i) all contacts or communications by the Recipient or its Representatives regarding Evaluation Material or the Transaction, (ii) requests for additional Evaluation Material, (iii) requests for facility tours or management meetings and (iv) discussions or questions regarding procedures, shall be made through one of the following individuals: Neil Honess (Neil.Honess@doane.gt.ca) or James Saxton (James.Saxton@doane.gt.ca). The Recipient agrees that neither it nor any of its Representatives will contact (directly or indirectly) any other director, officer, employee or other representative of the Disclosing Party or any of their affiliates regarding the Transaction or Evaluation Material without the prior written consent of the Disclosing Party. The Recipient further agrees that neither it nor any of its Representatives will contact (directly or indirectly) any dealer, customer, supplier, client or other Person involved in or having had a business relationship with the Disclosing Party or any of their affiliates regarding the Transaction, Evaluation Material, the Disclosing Party, without the prior written consent of the Disclosing Party.

10. Remedies. The Evaluation Materials contain proprietary, confidential information and trade and business secrets of the Disclosing Party and the parties agree that monetary damages would not be a sufficient remedy for any breach of this Agreement by the Recipient or its Representatives as the Disclosing Party would suffer irreparable harm. The Recipient agrees that, in addition to all other remedies that the Disclosing Party may be entitled to, it shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

11. No Waiver of Privilege. To the extent that any Evaluation Material includes materials subject to solicitor-client privilege or litigation privilege, neither the Disclosing Party nor TexCal is waiving, and shall not be deemed to have waived or diminished, its solicitor-client privilege, litigation privilege or similar protections and privileges as a result of disclosing any Evaluation Material (including Evaluation Material related to pending or threatened litigation) to the Recipient or any of its Representatives.

12. Term. This Agreement shall terminate on that date which is two years after the Effective Date.

13. Title. The Recipient acknowledges and agrees that TexCal retains the entire right, title and interest, including all intellectual property rights, in and to all of the Evaluation Materials, and nothing herein shall be construed as an assignment or other transfer of any of TexCal's or the Disclosing Party's rights in the Evaluation Materials to any other Person.

14. Securities Laws. The Recipient acknowledges that it is aware (and that it will advise its Representatives who are informed of the matters that are the subject of this Agreement in accordance with its terms) that applicable securities laws in Canada or elsewhere prohibit any Person with material non-public information about an issuer from purchasing or selling securities of such issuer, or subject to certain limited exceptions, from communicating such information to any other Person.

15. Governing Law and Forum. This Agreement shall be governed by the laws of the province of Alberta and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the province of Alberta for any actions or proceedings arising out of or relating to the enforcement of this Agreement.

16. Entire Agreement. This Agreement sets forth the entire agreement between the parties regarding the Evaluation Material, and supersedes all prior negotiations, understandings and agreements between the parties (whether written or oral) on such matters. No provision of this Agreement may be amended, modified, waived or changed unless made in writing and signed by the parties. No failure or delay by a party in exercising, or partial exercise of, any right, power or privilege under this Agreement operates as a waiver or estoppel of any right, power or privilege.

17. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by the Recipient without the prior written consent of the Disclosing Party. Any purported assignment without such consent shall be void and unenforceable. The Disclosing Party may assign this Agreement to a purchaser of all or substantially all of its assets or shares, without consent of the Recipient.

19. Counterparts. This Agreement may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original and all counterparts taken together constitute one and the same instrument. A counterpart may be delivered by email attachment (Portable Document Format File), facsimile or other electronic means, which shall be as effective as hand delivery of the original executed counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

[RECIPIENT COMPANY NAME]

By: _____

Name: _____

Title: _____

GRANT THORNTON LIMITED, solely in its capacity as receiver of the assets, undertakings and properties of TexCal Energy Canada Inc. and not in its personal or corporate capacity

By: _____

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: