



CONFIDENTIALITY AGREEMENT

Please send executed Confidentiality Agreement to:

**HARVEST OPERATIONS CORP.
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 AGREEMENT made this ____ day of _____, 20__

B E T W E E N:

_____, a _____, having an office
in _____,
(Hereinafter called the "**Recipient**")

OF THE FIRST PART

And

Harvest Operations Corp., a body corporate having an office in
the city of Calgary, in the Province of Alberta,
(Hereinafter called "**Harvest**")

OF THE SECOND PART

WHEREAS the Parties have entered into discussions regarding a Transaction as hereinafter defined;

AND WHEREAS the purpose of this Agreement is to allow the Parties to conduct said discussions with the required restrictions on use or disclosure of Confidential Information as hereinafter defined;

Section 1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

"Affiliate" of a Person means a Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, the first Person.

"Agreement" means this Confidentiality Agreement.

"Business Day" means any day of the year, other than a Saturday, Sunday or any day, on which major banks are closed for business in Calgary, Alberta.

"Confidential Information" means all information and communications relating to Harvest's business, operations, assets, liabilities, plans, prospects and affairs, or to the Transaction, which has been or is disclosed to the Recipient and the matters referenced in Section 3(7). Without restricting the generality of the foregoing,

Confidential Information includes (regardless of how such information has been furnished):

- (a) information on customers, suppliers, and consultants; employee and compensation information and records; pricing information, costs and budgets; licence or sub-licence arrangements; contracts; research and development activities; sales or marketing techniques or plans; operations; business, statistical and technical data, reports, records and files; procedures, processes, proposals and plans; financial information and projections; business and legal information and communications, mail, notes, correspondence, discussions and memoranda; and
- (b) all notes, analyses, compilations, forecasts, data, studies, interpretations, or other documents prepared by, on behalf of or for the benefit of, the Recipient that contain, reflect, summarize, analyze, discuss or review any such Confidential Information ("**Work Papers**").

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Effective Date" means the date first written above.

"Law" means any applicable law, regulation, statute, code, constitution, treaty, ordinance, order, decree, directive, rule, published policy, or decision of any competent judicial, legislative, administrative, ministerial, departmental or regulatory body or authority or the rules, policies or other requirements of any relevant stock exchange.

"Notice" has the meaning specified in 9(1).

"Parties" means the Recipient and Harvest.

"Person" means a natural person, partnership, limited partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or governmental entity, and pronouns have a similarly extended meaning.

"Representative" of a Party, means its Affiliates and any Person who is a director, trustee, officer, employee, agent, advisor or other representative of that Party or of an Affiliate of that Party where other representative includes, but is not limited to lawyers, accountants, consultants and financial advisors.

"Transaction" means any potential acquisition by the Recipient, or any of its Affiliates, of any of Harvest's, or any of its Affiliates', securities, shares, trust or partnership interests, rights and/or interests in or associated with the lands identified in Attachment "A" including petroleum and natural gas rights and related facilities or other assets.

“Work Papers” has the meaning specified in paragraph (b) of the definition of Confidential Information.

Section 2 Interpretation

In this Agreement the words **“including”, “includes” and “include”** mean **“including (or includes or include) without limitation”**. The expression **“Section”** and other subdivision followed by a number mean and refer to the specified Section or other subdivision of this Agreement. Words importing only the singular number include the plural and vice versa.

Section 3 Non-Disclosure of Confidential Information

- (1) The Recipient will keep confidential all Confidential Information, whether provided by Harvest or which constitutes Work Papers, and will use such Confidential Information solely to evaluate and negotiate the Transaction and not directly or indirectly for any other purpose.
- (2) The restrictions set out in Section 3(1) do not apply to Confidential Information or a portion thereof that the Recipient can demonstrate:
 - (a) is or becomes generally available to the public other than as a result of disclosure directly or indirectly by the Recipient or its Representatives in breach of this Agreement or other obligations of confidentiality to which Recipient is subject in favour of Harvest (unless such disclosure is made pursuant to Section 3(8);
 - (b) is or becomes available to the Recipient on a non-confidential basis from a source other than Harvest or its Representatives and in respect of which the Recipient, after due inquiry, has no knowledge that such source is prohibited from disclosing the information to the Recipient by a contractual, fiduciary or other legal obligation to Harvest;
 - (c) is or was independently acquired or developed by the Recipient without violating its obligations under this Agreement or any other obligation of confidentiality the Recipient may have to Harvest; or
 - (d) is already known to the Recipient as of the time of disclosure to the Recipient and is not subject to any other obligation of confidentiality applicable to the Recipient in favour of Harvest.
- (3) Confidential Information may be disclosed to the Recipient’s Representatives but only to the extent that such Representatives need to know such Confidential Information for the consideration, investigation, analysis, discussion, negotiation or evaluation of the Transaction, have been informed of the confidential nature of such Confidential Information, and agree to be bound by and act in accordance with the provisions of this Agreement or are otherwise subject to restrictions at least as onerous as those contained herein with respect to the use and disclosure of the Confidential Information.

- (4) The Recipient acknowledges and will advise its Representatives to whom Confidential Information is made available (excluding legal counsel and financial advisors) that relevant securities laws generally prohibit any Person who has material, non-public information concerning an issuer from purchasing or selling securities of the issuer or from communicating such information to any other Person except in the necessary course of business.
- (5) The Recipient acknowledges that it will be responsible for any breach by its Representatives of the provisions of this Agreement whether or not they have agreed in writing to be bound by this Agreement.
- (6) The Recipient acknowledges the confidential nature of the Transaction and agrees that it will obtain the consent of Harvest prior to contacting Harvest's Representatives.
- (7) The Parties agree and acknowledge that the Recipient may not disclose the fact that investigations, reviews, evaluations or negotiations concerning the Transaction are taking place or the terms, conditions or other facts relating to such Transaction, including the existence, entering into or terms of this Agreement, and accordingly that any such events or circumstances will be deemed to be Confidential Information, as the context requires, for the purposes of this Agreement.
- (8) In the event that the Recipient or any of its Representatives is requested or required by Law (including by deposition, interrogatory, request for information or documents in legal proceedings, subpoena, civil investigative demand or similar process, in connection with any proceedings or other legal process or order under any jurisdiction) to disclose any of the Confidential Information, the Recipient shall as promptly as practicable and as the applicable jurisdiction allows, provide Harvest with written notice of such request or requirement, and where practicable, in advance of complying with the same. Harvest may seek an appropriate protective order or other remedy and the Recipient shall cooperate with Harvest, at Harvest's sole cost to the extent of out of pocket expenses incurred by the Recipient, in regard thereto. In the event that such order or other remedy is not obtained or Harvest does not waive compliance with the relevant provisions hereof, the Recipient or such of its Representatives, as the case may be, may disclose only that portion of the Confidential Information that it determines, taking into account the advice of its counsel, it is legally required to disclose. The Recipient or its Representatives shall exercise reasonable commercial efforts to obtain assurances that confidential treatment will be accorded such Confidential Information but shall not be required to make expenditures to comply with this requirement. The Recipient shall not include references to Harvest in any press releases or other publications or notices from the Recipient necessitated by Law without providing same for prior review, unless the requirements of Law prevent such advance review, and the Recipient shall make reasonable efforts to accommodate comments from Harvest.

Section 4 Handling and Return of Confidential Information

- (1) The Recipient will keep a written and/or electronic record of the Representatives who have been granted access to the Confidential Information disclosed to it and will provide a copy of such written and/or electronic record to Harvest upon request.
- (2) The Recipient will give Harvest prompt Notice of any determination not to proceed with the Transaction. Following delivery of such Notice, or at any time upon the written request of Harvest, the Recipient will and will cause its Representatives to, within seven days of such Notice or request:
 - (a) return all Confidential Information, excluding Work Papers, to Harvest, including any copies thereof;
 - (b) destroy all Work Papers and any copies thereof, and
 - (c) certify to Harvest in writing that this Section 4(2) has been complied with.

Notwithstanding anything to the contrary herein, it is understood and agreed by the Parties that the Recipient may retain, for corporate governance purposes, a copy of any approvals presentation, made to the Recipient's board of directors or other governing body, which contains Confidential Information. Furthermore, the Recipient's computer systems may automatically back-up Confidential Information disclosed to it under this Agreement. To the extent that such computer back-up procedures create copies of the Confidential Information, the Recipient may retain such copies in its archival or back-up computer storage for the period it normally archives backed-up computer records, which copies shall be subject to the provisions of this Agreement until same are destroyed, and shall not be accessed by the Recipient during such period of archival or back-up storage. Such retained Confidential Information shall remain confidential for the period of such retention, and the term of this Agreement shall be deemed to be extended with respect to such retained Confidential Information for so long as such Confidential Information is retained.

Section 5 No Representation or Warranty

- (1) The Recipient acknowledges that neither Harvest nor its Representatives make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information provided and accordingly no claim against Harvest or its Representatives shall be made with respect thereto or as to the use of the Confidential Information, it being understood that the Recipient will be relying on its own investigations, due diligence and analysis in evaluations of the Transaction and any other matters relating to Harvest, its Affiliates and the business, affairs and assets thereof. Nothing in this Agreement obligates Harvest to disclose any particular data or information, whether or not it is part of or would be a type of information included within the meaning of Confidential Information. Harvest does represent and warrant that it has the right and authority to disclose the Confidential Information.

- (2) Nothing in this Agreement or in the disclosure of any Confidential Information will confer any interest in the Confidential Information upon the Recipient.

Section 6 Remedies

- (1) In the event of a breach of the Recipient's obligations under this Agreement, the Recipient shall promptly upon the discovery of such breach, whether inadvertent or otherwise, give Notice to Harvest thereof. In any such event, the Recipient shall take all necessary steps to limit the extent of such breach or to limit any further dissemination or unauthorized use of Confidential Information and shall consult with Harvest as reasonable in that regard.
- (2) The Recipient acknowledges that the disclosure or use of Confidential Information contrary to this Agreement, or any other failure to comply with the terms and conditions of this Agreement, will give rise to irreparable injury to Harvest which will not be adequately compensable in monetary damages.
- (3) Harvest may, in addition to any other remedy available at law or in equity, enforce the performance of obligations under this Agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages notwithstanding that damages may be readily quantifiable.
- (4) The rights and remedies provided in this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies. All such rights and remedies may be exercised from time to time, and as often and in such order as the applicable Party deems expedient.
- (5) Without limitation and in addition to any other rights granted hereunder, the Recipient shall be liable for and indemnify Harvest against all actions, proceedings, claims, demands, losses, costs, damages (including legal fees) and expenses whatsoever which may be brought against Harvest or which Harvest may suffer, sustain, pay or incur; resulting or arising, directly or indirectly, from disclosure of any of the Confidential Information contrary to the provisions hereof or any other breach of this Agreement by the Recipient or its Representatives.

Section 7 Non-Solicitation

Those Representatives of the Recipient to whom Confidential Information has been provided or who are aware that investigations or negotiations concerning the Transaction are taking place will not directly or indirectly, alone or jointly or in concert with any other Person, without the express written consent of Harvest, solicit for hire or employ any officer, director (or equivalent) or employee of Harvest or initiate or maintain contact with any such Persons regarding the business, operations, assets, liabilities, prospects or finances of Harvest, provided that this shall not prevent the Recipient from:

- (a) soliciting for hire, directly or indirectly, any officer, director (or equivalent), employee, consultant or contractor of Harvest through general solicitations by

newspaper or similar advertisement or, other than at the direction of a Representative of the Recipient to whom Confidential Information has been provided or who is aware that investigations or negotiations concerning the Transaction are taking place, via an executive search firm.

- (b) initiating or maintaining contact in the ordinary course of business with any Representative of Harvest regarding the business, operations, assets, liabilities, prospects or finances of Harvest.

Section 8 Access

In the event the Recipient is provided with physical access to any of Harvest's properties, Recipient agrees to indemnify, defend and hold harmless Harvest and its Affiliates and subsidiaries, and its and their respective 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 as a result of the Recipient's entry onto the premises except to the extent caused by Harvest's gross negligence or wilful misconduct. The Recipient agrees to comply fully with all rules, regulations and instructions issued by Harvest regarding the Recipient's actions while upon, entering or leaving any property of Harvest. For clarity, this provision, other than the indemnity which is an obligation only of the Recipient, applies to access by any of the Recipient's Representatives.

Section 9 Miscellaneous

- (1) Any notice, consent, direction or other communication (each a "**Notice**") given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier, facsimile or by electronic mail and addressed:

(a) to Harvest at:

1000, 700 – 9th Avenue S.W., Calgary, Alberta T2P 3V4

Attention: Mary Shearer, Acting VP, Strategy and A&D

Telephone: (403) 387-1288

Facsimile: (403) 265-3490

Email: mary.shearer@harvestenergy.ca

(b) to the Recipient at:

Attention: _____

Telephone: _____

Facsimile: _____

Email: _____

A Notice is deemed to be delivered and received: (i) if sent by personal delivery, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if

sent by same-day service courier or electronic mail, on the date of delivery if sent on a Business Day and delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (iii) if sent by overnight courier, on the next Business Day, or (iv) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

- (2) Time is of the essence in this Agreement.
- (3) Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses incurred in connection with this Agreement.
- (4) The Recipient acknowledges that disclosure of Confidential Information and negotiation of the Transaction is non-exclusive and Harvest may disclose Confidential Information to, and negotiate or discuss the Transaction with, others at any time.
- (5) No waiver of any provision of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.
- (6) This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties.
- (7) This Agreement may be amended, supplemented, or otherwise modified only by written agreement executed by the Parties.
- (8) Neither Party will have any legal obligation with respect to any Transaction by virtue of this Agreement other than for the matters agreed to in this Agreement.
- (9) Except as provided in Section 4(2), the obligations of the Parties under this Agreement will continue and shall be binding for a term of two (2) years commencing on the Effective Date, provided that: (i) in respect of any Confidential Information that is subject to agreements with third parties that mandate the preservation of confidentiality and/or non-use for a longer period, Recipient shall abide by the terms of this Agreement for at least such longer period; and (ii) in respect of Confidential Information related to corporate taxes, litigation, employee information and shareholder information, there shall not be any time expiry to the obligations under this Agreement. The terms and conditions of any definitive agreements between the Parties in respect of a Transaction

will supersede the terms of this Agreement to the extent they are inconsistent with this Agreement.

- (10) This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.
- (11) Neither this Agreement nor any of the rights or obligations under this Agreement, is assignable or transferable by any Party without the prior written consent of the other Party, provided however that Harvest may assign any of the rights or obligations under this Agreement to the purchaser of the securities or assets in the case of a consummated Transaction (or any part thereof).
- (12) Neither this Agreement nor the disclosure of Confidential Information represents or implies any partnership, joint venture or other commercial relationship between the Parties.
- (13) If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.
- (14) This Agreement will be governed by, interpreted and enforced in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the Alberta courts situated in the City of Calgary, and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.
- (15) This Agreement may be executed in any number of counterparts (including facsimiles and electronic files) and all such counterparts taken together will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement.

HARVEST OPERATIONS CORP.

By: _____
Mary Shearer,
Acting VP, Strategy and A&D

RECIPIENT:

By: _____

Authorized Signing Officer

☐

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:

Attachment "A"

**Attached to and forming part of a Confidentiality Agreement dated _____, 20____
between Harvest Operations Corp. and Recipient**

Harvest Conventional Asset Offering:

EAST AB AREA:

_____ Bellshill Group

_____ Consort Group

_____ Hayter Group

_____ Richdale Group

_____ Suffield Group

RMH EAST AREA:

_____ Caroline Group

_____ Chedderville Group

_____ Crossfield Group

_____ Innisfail Group

_____ Markerville Group

_____ Sylvan Lake Group

_____ Wilson Creek NOP (Unit) Group

BC AREA:

_____ NE BC Group

_____ Hay Group

RMH WEST AREA: (WILL ONLY BE OPEN TO THOSE WHO WILL OFFER ON ALL ASSETS)

_____ Ferrier Op and Ferrier NOP Group

_____ Willesden Green Group