



Elveden House
970, 717 – 7th Ave. SW
Calgary, Alberta
T2P 0Z3

MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2017 by and between **NRG Divestitures Inc.** and _____ in order to facilitate a cooperative work environment and to protect certain confidential information which may be disclosed between them. The parties agree as follows:

1. The parties intend to discuss with each other their respective businesses which discussions may then become the subject of a proposed transaction or transactions that may be negotiated and agreed to between them (the “Discussions”).
2. In connection with the Discussions, the parties may find it necessary to disclose or make available to each other (including their respective directors, officers, employees, agents, advisors and representatives) proprietary and confidential information (including the fact that the Discussions are taking place) with respect to the business of the Discloser (as defined below). These disclosures may be communicated orally, in writing, electronically or otherwise and are considered “Confidential Information” for the purposes hereof.
3. The party receiving Confidential Information (the “Recipient”) from the party which is disclosing such information (the “Discloser”) shall: (i) retain and require all of its directors, officers, employees, agents, advisors and representatives to retain in strict confidence all Confidential Information transmitted to it; (ii) not disclose or permit the use or disclosure of Confidential Information to any third party without the consent of the other party to this Agreement; (iii) restrict dissemination of Confidential Information only to the directors, officers, employees, agents, advisors or representatives of the Recipient whose duties justify their need to know or to review such Confidential Information; and (iv) not exploit, commercially or otherwise, or appropriate for its own use, any part of the Confidential Information for any purpose other than evaluating and, if applicable, implementing the proposed transaction(s).
4. This Agreement imposes no obligation upon the Recipient with respect to Confidential Information which the Recipient can establish: (i) is, at the time of disclosure, available to the general public without breach of this Agreement; (ii) following its disclosure to the Recipient becomes available to the general public through no act or omission of the Recipient or anyone acting on its behalf; or (iii) is expressly approved for release by written authorization of the Discloser.
5. The Recipient agrees that all right, title and interest to the Confidential Information is and will remain the property of the Discloser, and that such Confidential Information shall not be copied or reproduced without the express written permission of the Discloser, except as is reasonably necessary in connection with the Recipient carrying out or performing analysis or tasks in connection with the Discussions. After the analysis or tasks are completed or the Discussions are discontinued, for any reason, the Recipient shall, upon the request of the Discloser, either return all the Confidential Information to the Discloser along with all copies made, or destroy all Confidential Information and certify in writing that all such Confidential Information has been destroyed.

6. Both parties agree that any Confidential Information disclosed between them will not be used by either of them in any way detrimental to the other. In particular, the parties agree that they will not, as a result of knowledge or information obtained as part of the Confidential Information or otherwise in connection with the Discussions, divert or attempt to divert any business or customer of the other nor employ or attempt to divert any employee of the other.
7. Nothing in this Agreement obligates the Discloser to make any particular disclosure of Confidential Information. Neither party warrants the completeness or accuracy of any Confidential Information disclosed under this Agreement.
8. Neither party may assign this Agreement or their rights hereunder.
9. The parties recognize that the disclosure of Confidential Information in breach of this Agreement may give rise to irreparable injury to each other which is inadequately compensable in damages. Accordingly, each party acknowledges that the other may seek and obtain injunctive relief against the breach or threatened breach of the undertakings set forth in this Agreement, in addition to any other legal remedies that may be available.
10. In the event that any party becomes legally compelled to disclose any Confidential Information of the other party or steps are taken to compel such disclosure, the party proposing to disclose shall provide prompt notice to the other party so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.
11. The parties confirm that all Confidential Information obtained prior to the date of this Agreement will be subject to the terms and conditions of this Agreement.
12. This Agreement shall be governed and construed in accordance with the laws in force in the Province of Alberta.
13. This Agreement may be executed in one or more counterparts each of which when executed by any of the parties shall be deemed to be an original, and all such counterparts shall together constitute one and the same Agreement. This Agreement may be delivered by facsimile or e-mail transmission by either party to the other.
14. This Agreement shall not be modified except by written agreement executed by both parties.

IN WITNESS WHEREOF the parties have executed this agreement as of the date first above written.

NRG Divestitures Inc.

By: _____
Name: Arno Keller
Title: President

By: _____
Name:
Title: