

## CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

**Top Speed Energy Canada Holding Ltd.**, a corporation existing under the laws of British Columbia and having offices at 1720 – 505 Burrard Street, Vancouver BC V7X 1M6 (“**Top Speed**”), and \_\_\_\_\_, a corporation existing under the laws of \_\_\_\_\_ and having an office at Suite \_\_\_\_\_, (“\_\_\_\_\_”), (Top Speed and \_\_\_\_\_ sometimes referred to herein each as a "**party**" or together as the "**parties**").

In consideration of the mutual covenants in this Confidentiality and Non-Disclosure Agreement ("**Agreement**"), the parties hereto hereby agree as follows:

1. In connection with discussions regarding potential opportunities around small scale LNG projects in Prince Rupert and Terrace, BC, planned and developed by Top Speed (the "**Subject Matter**"), each party to this Agreement may wish to disclose to the other certain non-public, confidential and/or proprietary information (the "**Information**") to the other party on a confidential basis. Either or both parties may assume the roles herein of disclosing Information (the "**Disclosing Party**") or receiving Information (the "**Receiving Party**"). The Disclosing Party may consider the Information confidential, or proprietary under this Agreement because it has developed the Information internally, or because it has received the Information subject to a continuing obligation to maintain the confidentiality of the Information, or because of other reasons.
2. "**Information**" as used in this Agreement shall, without limitation, include:
  - (a) the discussions between the parties concerning the Subject Matter and the business and affairs of the parties generally;
  - (b) financial and business plans and models, names of customers or partners and related information, proposed business deals, reports, market projections, software programs, and data;
  - (c) any and all written, printed, electronic or other materials regarding the Subject Matter (including those prepared by either party during the process of discussing the Subject Matter) and the business and affairs of the parties provided by a party to the other party to this Agreement and the substance and content thereof;
  - (d) all information and concepts ascertained through the discussions between Representatives (as herein defined) of the parties concerning the Subject Matter and the business and affairs of the parties or either of them generally; and
  - (e) all information ascertained by a party through its review and analysis of the Information; and
  - (f) confidential or proprietary information supplied by either party prior to the execution of this Agreement.

3. In consideration of the mutual exchange and disclosure of Information, with respect to Information disclosed under this Agreement, the Receiving Party shall:
- (a) hold the Information in confidence, and take all reasonable measures, and exercise the greater of (i) the standard of care that it would use to protect its own proprietary or confidential information that it does not wish to disclose; and (ii) a reasonable degree of care;
  - (b) restrict disclosure, directly or indirectly, of the Information, in whole or in part, solely to those of its and its affiliates' respective directors, trustees, officers, employees, and/or agents, advisors or representatives (collectively, its "**Representatives**") who have a need to know the Information for purposes of evaluating the Subject Matter, and shall not disclose any such Information to any other person; and for further clarity, should a Receiving Party choose to disclose Information to a Representative(s), the Receiving Party shall continue at all times to be solely responsible and liable for its own or its Representative's unauthorized or improper disclosure of Information or breach of this Agreement, howsoever such may occur, and without limiting the generality of the foregoing, whether by the negligence, omission, carelessness, intention, or otherwise by the Receiving Party or the Representative(s);
  - (c) advise any Representatives or persons to whom the Information is disclosed that they shall be bound by the terms of this Agreement to the same extent as if they were parties hereto and shall be responsible for any breach of this Agreement by any of such persons;
  - (d) use the Information only in connection with continuing discussions by the parties concerning the Subject Matter and not for any other purpose except as may otherwise be mutually agreed upon in writing;
  - (e) not use the Information so as to obtain any commercial advantage over the Disclosing Party or in any way which is, directly or indirectly, detrimental to the Disclosing Party; and
  - (f) shall not disclose to third parties (except as contemplated by paragraph 3(b) above) that the parties hereto are having or have had discussions concerning the Subject Matter, that it has received Information or that it may be considering a possible transaction related to the Subject Matter.
4. The Information provided by a party shall be deemed the property of such Disclosing Party and, upon request, the Receiving Party shall return all Information received in tangible form to the Disclosing Party, without retaining any copy or duplicate thereof, and shall destroy any and all written, printed or other material or information derived from the Information and provide the Disclosing Party with written certification executed by a duly authorized officer of such document destruction. If either party loses or makes an unauthorized disclosure of the other party's Information, it shall notify such other party immediately and use reasonable efforts to retrieve the subject disclosed Information. Notwithstanding the return or destruction of Information, each party will continue to be bound by the obligations of confidentiality and other obligations hereunder. Notwithstanding the foregoing, the Receiving Party may retain one copy of any decision-making documents submitted to management or any legal documents or notes that reflect or refer to Information. Notwithstanding anything to the contrary in this Agreement, the Receiving Party's computer system may automatically make and retain back-up copies of emails containing Information and the Receiving Party may retain such copies in its archival or back-up computer storage for the period that the Receiving Party normally archives backed-up computer records,

provided that the Receiving Party (i) shall accord all of the protections of this Agreement to Information so stored, and (ii) shall not access or use such archival or back-up copies for any purpose other than for compliance with any legal, regulatory or information audit purposes.

5. The party to whom Information is disclosed shall have no obligation to preserve the proprietary nature of any Information which:
  - (a) such party can demonstrate was known to such party prior to its disclosure by the Disclosing Party hereunder, free of any obligation to keep it confidential;
  - (b) is or becomes publicly available by other than unauthorized disclosure by the Receiving Party or its Representatives;
  - (c) such party can demonstrate was or is developed by or on behalf of such party independent of any Information furnished under this Agreement;
  - (d) is or has been approved for release by a written authorization from the Disclosing Party;  
or
  - (e) is received from a third party whose disclosure, to the best of the party's knowledge after reasonable inquiry, does not violate any confidentiality obligation.
6. If a party hereto or anyone to whom such party transmits Information in accordance with this Agreement is requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demand or similar process), in connection with any proceeding, to disclose any Information, such party will give the Disclosing Party prompt written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Agreement, and the Receiving Party will cooperate with the Disclosing Party to obtain such protective order. If such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the relevant provisions of this Agreement, the Receiving Party (or such other persons to whom such request is directed) will furnish only that portion of the Information which, is legally required to be disclosed and, upon the Disclosing Party's request, use commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such information.
7. Each party shall have the right to determine, in its sole judgment, what Information it shall provide to the other. It is understood and agreed that the Disclosing Party does not make any representations or warranties, expressed or implied, as to its accuracy, completeness or fitness for a particular purpose thereof. It is further understood and agreed that neither party nor its respective Representatives shall have any liability or responsibility to the other party (except as pursuant to this Agreement) or to any other person or entity resulting from the use of any Information or any errors therein or omissions therein. Neither this Agreement, nor the transfer of Information hereunder, shall be construed as granting any license or rights to any Information now controlled by a party to the other party and all such Information shall remain the property of the Disclosing Party.
8. The parties understand and agree that no failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

9. Any notice, consent or approval required or permitted to be given in connection with this Agreement shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of deliver), or if transmitted by facsimile or e-mail:

(a) to \_\_\_\_\_ at:

\_\_\_\_\_

Attention:

Email:

(b) to Top Speed at:

Top Speed Energy Canada Holding Ltd.  
1720 – 505 Burrard Street  
Vancouver, BC V7X 1M6

Attention: CEO

Email: [croberts@topspeedenergy.com](mailto:croberts@topspeedenergy.com)

10. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns; provided, however, that neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties hereto without the prior written consent of the other party.

11. This Agreement shall be governed by and construed in accordance with the laws of the province of Alberta without regard to choice of law principles. The parties also attorn exclusively to the jurisdiction of the courts of the Province of Alberta.

12. This Agreement shall become effective as of the date set forth below (the "**Effective Date**"). The obligations of the parties under this Agreement shall survive and continue beyond the Effective Date for a period of one (1) years, except that such obligations will survive thereafter with respect to Disclosing Party's Information to the extent and for so long as such Information: (a) is retained by Receiving Party; or (b) constitutes one or more trade secrets under applicable law.

13. The parties acknowledge that in the event of an unauthorized disclosure by a Receiving Party, the damages incurred by a Disclosing Party may be difficult if not impossible to ascertain, and that such Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief, as well as monetary damages, against a party that breaches this Agreement as a remedy for any such breach. The parties further agree to waive and to use their best efforts to cause their Representatives to waive, any requirement for the securing or posting of any bond in connection with such remedy.

14. This Agreement constitutes the entire understanding between the parties with respect to the Information provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

15. This Agreement may be executed and delivered by facsimile or email. A facsimile or electronic signature shall have the same legal effect as a manual signature. This Agreement may be validly executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and each of which shall constitute an original.

Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

Executed and effective this \_\_\_\_ of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

**TOP SPEED ENERGY CANADA HOLDING LTD.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)