

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “*Agreement*”) is entered into and made effective as of _____, 2026 by and between:

**ALVAREZ & MARSAL CANADA INC. (“A&M”),
in its capacity as the Court-appointed receiver and
manager of ENERGERA INC., ENERGERA
INTERNATIONAL INC., ENERGERA AMERICA
INC., and SANDTINEL LLC (collectively, the
“Energera Group” or the “Companies”) and not in its
personal or corporate capacity
 (“Receiver”)**

- and -

(“Recipient”).

WHEREAS:

- A. On March 17, 2026, A&M was appointed Receiver of the Energera Group’s assets, undertakings, and properties pursuant to a Consent Receivership Order (“*Receivership Order*”) of the Court of King’s Bench of Alberta (“*Court*”).
- B. On May 25, 2026, the Court granted the Sale Process Approval Order pursuant to which, *inter alia*, Receiver is authorized to implement the sale process (“*Sale Process*”) in respect of the Energera Group and its business and property (“*Business and Property*”). A copy of the Sale Process Approval Order, including the Sale Process attached thereto, has been separately provided to Recipient.
- C. Recipient wishes to participate in the Sale Process and undertake its own due diligence and investigation of the Energera Group and the Business and Property; accordingly, Recipient is requesting access to Confidential Information (as defined hereinafter) in respect thereof. The Confidential Information has and will be received by Recipient for the sole purpose of considering, evaluating and, if an acquisition of the Energera Group or the Business and Property, in whole or in part, proceeds, implementing such acquisition (“*Purpose*”).
- D. Receiver wishes to protect and preserve the confidentiality of the Confidential Information, and Recipient is willing to receive such information in compliance with the terms and limitations of this Agreement.

In consideration of the foregoing, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, “*Confidential Information*” means all non-public, proprietary or confidential information or materials disclosed by Receiver or its Affiliates and service providers to Recipient, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as “confidential”,

including, without limitation, all notes, analyses, summaries, reports, technology, software programs, data, processes, algorithms, specifications, development, designs, models, computer programs, and other materials prepared by or on behalf of Recipient that contain, are based on or otherwise reflect, to any degree, any of the foregoing, and whether provided before, on or after the date hereof. Confidential Information also includes: (x) the fact that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; (y) the existence of this Agreement; and (z) any terms, conditions or arrangements being discussed or negotiated by the parties. “*Affiliate*” shall mean, in relation to each party, any person, entity or organization who is directly or indirectly controlling or controlled by or under direct or indirect common ownership or control with such party or any parent of such party. For the purpose of this definition, “*control*” when used with respect to any person, entity or organization means the ownership of 50% or more of the voting stock, registered capital or other interest of that person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, or the power to appoint the majority of members of the management committee, board of directors or equivalent decision making body.

2. Obligations and Restrictions. Recipient agrees: (i) to maintain all Confidential Information in strict confidence; (ii) not to disclose Confidential Information to any third parties; (iii) not to modify, reverse engineer, decompile, disassemble, re-engineer, or create derivative or other works from any, Confidential Information, (iv) not to make copies of Confidential Information and (v) not to use any Confidential Information for any purpose except for the Purpose. Recipient agrees to protect and safeguard the Confidential Information from disclosure using a standard of care that is not less than the standard the Recipient uses to protect and safeguard its own Confidential Information of similar or like nature; provided that in no event will Recipient use a standard of care in protecting and safeguarding the Confidential Information that is less than the commercially reasonable standard of care for Confidential Information of similar or like nature. Recipient may disclose Confidential Information to its employees and consultants who have a *bona fide* need to know such Confidential Information for the Purpose, but solely to the extent necessary to pursue the Purpose, and for no other purpose; provided, that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement. Recipient agrees to promptly provide written notice to Receiver without undue delay if Recipient becomes aware of any breach by it or its Affiliates, or any of their respective employees or consultants pursuant to this Agreement.

3. Exceptions. The obligations and restrictions in Section 2 will not apply to any information or materials that:

(i) were, at the date of disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by Recipient;

(ii) were rightfully known by Recipient prior to receiving such information or materials from Receiver;

(iii) are rightfully acquired by Recipient from a third party who has the right to disclose such information or materials without breach of any confidentiality obligation to Receiver; or

(iv) are independently developed by Recipient without access to any Confidential Information.

4. Compelled Disclosure. Nothing in this Agreement will be deemed to restrict Recipient from disclosing Confidential Information to the extent required by any order, subpoena, law, statute or regulation; provided that Recipient shall notify Receiver in writing without undue delay of the existence, terms, and circumstances surrounding such required disclosure so that Receiver may seek a protective order or other appropriate relief from the proper authority (unless Recipient is prohibited from doing so by law). Each party shall cooperate with the other party in seeking any such order or other relief. If Recipient is nonetheless required to disclose Confidential Information, it will furnish only that portion of Confidential Information that is legally required and will exercise all reasonable efforts to obtain reliable assurances that such Confidential Information will be treated confidentially to the extent possible. In any event, Recipient will not oppose action by Receiver to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to any Confidential Information.

5. Return of Confidential Information. Except for Confidential Information which must be retained by Recipient in accordance with its *bona fide* retention or back-up policies or procedures, upon the completion or abandonment of the Purpose or termination or expiry of this Agreement, and in any event upon Receiver's request, Recipient will promptly return to Receiver or destroy, at Receiver's election, all tangible items and embodiments containing or consisting of Confidential Information and all copies thereof (including electronic copies), and any notes, analyses, compilations, studies, interpretations, memoranda or other documents (regardless of the form thereof) prepared by or on behalf of Recipient that contain or are based upon Confidential Information. Destruction or return of any such Confidential Information shall be certified in writing to Receiver by an authorized officer of Recipient supervising such destruction or return. Notwithstanding any such return or destruction, any Confidential Information, including oral Confidential Information, will continue to be subject to the terms of this Agreement for so long as the Recipient retains any such Confidential Information.

6. No Obligations. Receiver retains the right, in its sole discretion, to determine whether to disclose any Confidential Information to Recipient. In no event will Receiver be required to negotiate or enter into any other agreements or arrangements with Recipient, whether or not related to the Purpose.

7. No License. All Confidential Information remains the sole and exclusive property of Receiver. Recipient acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to Recipient, by license or otherwise, in or to any Confidential Information of Receiver, or any patent, copyright or other intellectual property or proprietary rights of Receiver, except as specified in this Agreement.

8. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED BY RECEIVER "AS IS". Recipient understands and acknowledges that Receiver is not making any representation or warranty hereunder, express or implied, as to the accuracy or completeness of the Confidential Information, and Receiver will not have any liability hereunder to Recipient or any other person resulting from this Agreement or the Confidential Information, errors therein, omissions therefrom or Recipient's use thereof, it being the intent of the parties that the Receiver,

its directors, officers, employees and agents will have no liability under this Agreement to the Recipient resulting from the selection or use of the Confidential Information. The Recipient agrees that it is not entitled to rely on the accuracy or completeness of any Confidential Information except as otherwise agreed in writing between the parties hereto.

9. Physical Access. If Recipient or any of its directors, officers, employees and agents are provided with physical access to the Business and Property, Recipient agrees that neither Recipient nor its directors, officers, employees and agents shall have, and shall not make, any claims whatsoever against Receiver, its Affiliates or any of their respective directors, officers, employees, agents, consultants, representatives or advisors 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 Recipient or its directors', officers', employees' and agents' access to the Business and Property and Recipient agrees to indemnify, defend and hold harmless Receiver, its Affiliates and any of their respective directors, officers, employees, agents, consultants, representatives and advisors from and against any and all liabilities, claims and causes of action for personal injury, death or property damage occurring on or to the Business and Property as a result of Recipient's or its directors', officers', employees' and agents' entry onto the premises. Recipient shall, and shall cause its directors, officers, employees and agents to, comply fully with all rules, regulations and instructions issued by Receiver regarding Recipient or its directors', officers', employees' and agents' access to the Business and Property.

10. Term. This Agreement will remain in effect unless otherwise terminated by the Parties for a period of three (3) years from the Effective Date at which time it will terminate. Notwithstanding the completion or abandonment of the Purpose or end of the term of this Agreement or termination hereof, the confidentiality provisions of this Agreement will survive the completion or abandonment of the Purpose or the termination or expiration of this Agreement. For Confidential Information that constitutes a trade secret, the confidentiality obligations herein shall continue for so long as such Confidential Information remains a trade secret. Upon termination the parties will be deemed to have abandoned the Purpose and the parties will comply with their obligations under Section 5 (Return of Confidential Information).

11. Equitable Relief. Recipient acknowledges that the unauthorized use or disclosure of any Confidential Information would cause Receiver to suffer irreparable harm and incur significant damages, the degree of which may be difficult to ascertain and for which monetary damages alone would not be a sufficient remedy. Accordingly, Recipient agrees that in the event of a breach or threatened breach of this Agreement by Recipient, Receiver shall be entitled to obtain immediate equitable relief such as, without limitation, injunctive relief and specific performance, to enjoin any unauthorized use or disclosure of its Confidential Information, in addition to any other rights or remedies that it may have at law or in equity.

12. Miscellaneous. This Agreement will be governed and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding conflict of laws rules. This Agreement is the complete and exclusive understanding and agreement between the parties regarding the subject matter of this Agreement and supersedes all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement. No waiver of any particular requirement hereunder shall be construed as a general waiver of this Agreement, and any failure by or delay by Receiver in

enforcing its rights against any particular breach of this Agreement shall not limit or affect its rights to enforce its rights against any other breach hereof. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision of this Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. All modifications of and amendments to this Agreement or any part hereof must be in writing signed on behalf of Receiver and Recipient. Neither party may assign this Agreement, in whole or in part, by operation of law or otherwise, without the other party's prior written consent, and any attempted assignment without such consent will be void; provided that Receiver may assign this Agreement to an Affiliate or in connection with the sale of all or substantially all of the Receiver's assets or business. This Agreement shall be binding upon and enure to the benefit of the parties hereto and to their respective successors and permitted assigns. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile or electronic transmission constitutes valid and effective delivery. Each party agrees that electronic signatures, whether digital or encrypted, of the parties as may be included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first written above.

**ALVAREZ & MARSAL CANADA INC.,
in its capacity as the Court-appointed
receiver and manager of ENERGERA
INC., ENERGERA INTERNATIONAL
INC., ENERGERA AMERICA INC., and
SANDTINEL LLC and not in its personal
or corporate capacity**

("Recipient")

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____