



CREEnergy Oil & Gas Inc.

Head Office: P.O. Box 595, Frog Lake, Alberta T0A 1M0

**Business Address: Suite 208, 11062 - 156 Street NW,
Edmonton, Alberta T5P 4M8**

Office: 587 938-6020

Website: www.creenergy.ca

Mutual Non-Circumvention Non-Disclosure Confidentiality Agreement

This Non-Circumvention Non-Disclosure Confidentiality agreement (“the Agreement” or “this Agreement”) is entered into and made effective as of, _____ (the “Effective Date”)

By and between _____
Attention: _____, and all agents and assigns (“Party A”) And By
CREEnergy OIL & GAS INC. Attention: Mr. David Calahasen, President & CEO, (“Party B”).

Both Party A and Party B are each entering into this Agreement on its own behalf and on behalf of its partners, shareholders, members, managers, directors, principals, employees, consultants, successors and assigns (as applicable).

Both Party A and Party B may each be referred to as a “Party,” and may be referred to collectively as the “Parties.” Each Party may also be a discloser and/or a recipient of Confidential Information (as defined below) and, consequently, each Party may also be referred to as a “Discloser” or as a “Recipient.”

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, conditions and agreements as set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties herein, the Parties hereto stipulate, covenant and agree as follows:

1. Purpose: The Parties are mutually desirous of holding discussions and meetings with each other in order to explore the possibility of their entering into one or more business transactions with each other (the “Purpose”).
2. Confidential Information: In connection with such discussions and meetings and the Purpose, each Party may disclose to the other Party certain information with respect to such Party’s business, including, without limitation, business plans, financial information, trade secrets, design secrets, know-how, research, development, product development or plans, technical information, marketing information, production plans, or any other information disclosed by a disclosing Party or obtained from any representative of such disclosing Party, including, without limitation, the names of, and contact information for, any entity, entities, individual or groups of individuals, buyers or sellers, or any other third party who or which may be potential consultants or business partners to the

receiving Party who or which may be introduced, located or identified by such disclosing Party or by the associates of such disclosing Party, whether or not such information or material is marked as confidential, and whether or not such information or material was provided before or after this Agreement is signed by the Parties (collectively, the "Confidential Information"). The foregoing shall not apply to, and the definition of Confidential Information shall not include, information which is (i) otherwise publicly available, (ii) which subsequently becomes of public knowledge through the action of the disclosing Party or of a third party which (or who) is not bound by any obligation of confidentiality, or (iii) which was known by the receiving Party prior to its disclosure by the disclosing Party (as may be established by prior dated documents).

3. Duty of Confidentiality: Except as expressly provided in this Agreement, Recipient shall, during the term of this Agreement and thereafter as provided herein, take all reasonable measures to prevent the disclosure of Confidential Information. In the event the Recipient shall be legally compelled to disclose any Confidential Information, Recipient will provide Discloser with advance written notice and shall not be held liable for such disclosure.

4. Non-Circumvention: Recipient agrees that they shall not contact any prospects or entities that are associated with a prospect introduced by Discloser without the expressed written consent of Discloser. Further, Recipient agree that any information about a prospect or about a potential funding source introduced by Discloser shall be considered Confidential Information. Recipient agree not to enter into any competitive transaction or any similar business in nature with any prospect or with any potential funding source introduced by Discloser without the written consent and inclusion of Discloser. Recipient agree that even an attempt to contact a prospect or a potential funding source introduced by Discloser may cause damages to Discloser that are not quantifiable, and Recipient agrees that Discloser shall have the benefit of equity and injunctive relief if such action is taken on the part of the Recipient. Recipient agrees that Recipient shall not contact any person or entity that becomes known to Recipient, by virtue of Confidential Information disclosed by Discloser, for any purpose without the written consent of the Discloser.

5. Injunctive Relief and Remedies: Recipient agrees that its breach of this Agreement cannot be adequately compensated by money damages, and agrees that Discloser shall, in addition to any other right or remedy available to it under law or equity, be entitled to temporary and permanent injunctive relief restraining Recipient, its employees, directors and/or affiliates from any actual or threatened breach of this Agreement. No bond or other security shall be required of Discloser in obtaining such injunctive relief. The Parties further agree that should a violation of this Agreement occur that relates to confidentiality or circumvention, the monetary damages resulting from the violation shall be actual damages plus punitive awards as determined by either a mediator, an arbitrator, a court with jurisdiction over the matter, or other adjudicative authority. If any Party files any claim or action arising from this Agreement and/or brings any proceeding against another Party, or is made a party to any action or proceeding arising from this Agreement, the prevailing Party shall be entitled to recover their legal cost, and not as damages, reasonable attorney's fees to be fixed by a mediator, an arbitrator, a court with jurisdiction over the matter, or other adjudicative authority. The prevailing Party shall be the Party which it is determined is entitled to recover their costs with respect to any suit or arbitration, whether or not they are determined to be able to recover damages.

6. Ownership: All Confidential Information delivered by a Discloser to a Recipient pursuant to this Agreement shall be and remain the property of the Discloser. All Confidential Information, and any copies thereof, shall be promptly returned to the Discloser upon termination of this Agreement or upon the written request of the Discloser.

7. Term and Termination: This Agreement shall continue for so long as the Parties are continuing to explore the possibility of their entering into one or more business transactions with each other. It may be terminated by either Party by thirty (30) days written notice, unless the termination is for breach of the terms of this Agreement, in which case the written notice may specify immediate termination of this Agreement. Notwithstanding the forgoing, the provisions of Sections 3 through 18, inclusive of this Agreement shall survive the termination or expiration of this Agreement.

8. Governing Law: This Agreement shall be governed by, and be interpreted in accordance with, the laws of Alberta, Canada

9. Mediation and Arbitration: Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, may first be referred to mediation by either party for immediate resolution, If there is no resolution within thirty (30) days of the referral to mediation, then either party may refer the dispute, controversy or claim, including breach of this Agreement, to be settled by binding arbitration administered by the Canadian Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and conducted in accordance with the provisions of the Arbitration Act of Alberta and the laws of Alberta, Canada. The written decision of the mediator or arbitrator shall be final and binding on the Parties and their stockholders, members, directors, managers, associates, affiliates, employees, agents, holders, principals, successors, assigns and other third parties (as applicable). Judgment on any Final Award rendered by the arbitrator(s) may be entered in any court having jurisdiction over such matter for enforcement.

10. Binding: This Agreement shall be binding upon the Parties, their successors and assigns, and no Party may assign its rights and or obligation under this Agreement without the other Party's prior written consent. Parties signing as officers of entities also agree that by their signatures, they shall also bind themselves personally to the terms set forth in this Agreement, as well as the stockholders, members, directors, managers, associates, affiliates, employees, agents, holders, principals, successors, assigns and other third parties (as applicable).

11. Severable: If any part of this Agreement shall be held by a court to be void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

12. Entire Agreement: This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement and voids, terminates, and supersedes all prior discussions, negotiations, and/or collateral agreements, whether oral or written, including all portions of previous contracts that survive the termination of those contracts, unless otherwise acknowledged in writing and signed by the parties.

13. Waiver: The failure of any Party to enforce at any time any of the provisions or terms of this Agreement shall not be construed to be a waiver of such provision or term at any other time.

14. Amendment: Any amendment or modification of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

15. Headings: The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

16. Confidentiality of Terms: The Parties agree that the terms of this Agreement shall remain confidential at all times.

17. Additional Terms: Time shall be of the essence in this Agreement.

18. Notices: All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by e-mail if sent during normal business hours of the recipient, if not, then on the next business day, provided that electronic confirmation of the e-mail is received (and can be produced) by the sender; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt, if the next day is a business day, if not on the next business day. All communications shall be sent using the contact information for the Parties set forth below or using such other contact information as either Party may designate by ten (10) days advance written notice to the other Party conforming to this Section 17.

Notices to Party A: Shall use the following contact information:

Mr.:	
Company:	
Position:	
Address:	
Telephone:	
Mobile:	
E-Mail:	

Notices to Party B: Shall use the following contact information:

CREEnergy OIL & GAS INC. shall use the following contact information:

David Calahasen, CEO CREEnergy Oil & Gas Inc.

PO Box 595 Frog Lake, Alberta T0A 1M0

C/O 208, 11062-156 St NW, Edmonton, Alberta T5P 4M8

Mobile: 587 938 6020

E-Mail: dave50@shaw.ca

The parties to this Agreement have executed this Agreement as of the Effective Date as stated in this Agreement:

	Party A:	Party B: CREEnergy Oil & Gas Inc.
Print Name:		Per: David Calahasen
Sign/Seal:		
Position:		President & CEO
Date:		