Consortium Agreement

This Consortium Agreement is made as of May 19, 2020 (the "**Effective Date**") by and between Acceleware Ltd. ("**Recipient**"), an Alberta corporation, and Broadview Energy Ltd. ("**Consortium Member**"), an Alberta corporation.

IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto covenant and agree as follows:

1.0 INTERPRETATION AND DEFINITIONS

1.1 Each capitalized term used in this Agreement will have the meaning given to it in: (a) Section 1.2 of this Agreement; (b) in the Contribution Agreement (as defined below); and (c) in the definitions which are incorporated into the Head Agreement by reference to the Farmout & Royalty Procedure (as defined below) and the CAPL Operating Procedure (as defined below).

1.2 The following capitalized terms used in this Agreement shall have the following meanings:

(a) "**Agreement**" means this consortium agreement between the Recipient and the Consortium Member together with the Schedule "A" attached hereto;

(b) "**Authorized Transferee**" has the meaning given to such term in Section 18.8;

(c) "**CAPL Operating Procedure**" means the 2015 CAPL Operating Procedure incorporated herein by reference to the Head Agreement pursuant to Article 1.02 of the Farmout & Royalty Procedure;

(d) "**Completion Criteria**" means **[Redaction: commercially sensitive information]**;

(e) "**Confidential Information**" means the content of this Agreement, the Head Agreement, the Test Data and all documents, information and data, written or oral, furnished by the Recipient or the Recipient Personnel to the Consortium Member or the Consortium Member Representatives or resulting from services of the Consortium Member or coming to the knowledge of the Consortium Member or the Consortium Member Representatives in performing the services or otherwise obtained (including but not limited to all contracts, financial information, engineering reports, environmental reports, land and lease information, technical and economic data, knowledge, know-how and related information such as plans, maps, drawings, field notes, sketches, photographs, specifications, models, reports, improvements, inventions, processes, formulae or technology and marketing terms and arrangements) or which is or may be either applicable to or related in any way to the Test or the business, affairs or technology of the Recipient together with all analyses, compilations, data, studies or other documents prepared by the Consortium Member contained or based upon, in whole or in part, information acquired by the Consortium Member in providing services to the Recipient or otherwise in connection with this Agreement or the Head Agreement. Notwithstanding the foregoing, Confidential Information shall not include any information which the Consortium Member can conclusively establish:

i. was already lawfully in the possession of the Consortium Member on a non-confidential basis or lawfully known to the Consortium Member on a non-confidential basis prior to the disclosure of such information;

ii. is lawfully and independently developed by the Consortium Member, or on its behalf, by persons having no access to the Confidential Information at the time of such independent development;

iii. is at the time of disclosure or thereafter becomes part of the public domain through no act of the Consortium Member or of any third party under an obligation of confidence with respect to such information, but only after such information becomes part of the public domain; or

iv. is lawfully obtained by the Consortium Member from an independent person under no legal obligation to maintain the confidentiality of such information, but only after such information is so received or acquired;

(f) “**Consortium Member Lands**” means those lands located within the Provinces of Alberta and Saskatchewan both before and after the Effective Date in which the Consortium Member has or acquires: (i) the sole and exclusive right, title, estate or interest (whether absolute or contingent, legal or beneficial, present or future, vested or not, and whether or not an "interest in land") in or to any of the following, by whatever name the same are known: (A) rights to explore for, drill for, extract, win, produce, take, save or market Petroleum Substances from such lands or lands pooled or unitized therewith; (B) rights to a share of the production of Petroleum Substances from such lands or lands pooled or unitized therewith; and (C) rights to a share of the proceeds of, or to receive payment calculated by reference to, the quantity or value of the production of Petroleum Substances from such lands or lands pooled or unitized therewith; or (ii) a majority: (A) working interest; (B) fee simple interest; or (C) leasehold interest;

(g) “**Consortium Member Representatives**” means the Consortium Member’s Affiliates, and the respective directors, officers, servants, agents, advisors, employees, consultants and representatives of the Consortium Member and its Affiliates;

(h) “**Cost of Each System**” means **[Redaction: commercially sensitive information]**;

(i) “**Contribution Agreement**” means the contribution agreements entered into between the Recipient and each of SDTC (as defined below) and ERA (as defined below);

(j) "**Farmout & Royalty Procedure**" means the 2015 CAPL Farmout & Royalty Procedure, incorporated herein by reference to the Head Agreement and subject to the elections and amendments identified in Schedule “B” of the Head Agreement;

(k) “**Head Agreement**” means the farmout and option agreement dated as of the Effective Date between the Recipient and the Consortium Member;

(l) **“Intellectual Property”** means any and all industrial or intellectual property (whether foreign or domestic, registered or unregistered) owned or developed by the Recipient including, without limitation:

i. all inventions (whether patentable or unpatentable and whether or not reduced to practice), and all patents, patent applications and patent disclosures, together with all reassurances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof;

ii. all trade-marks, trade-names, trade dress, logos, business names, corporate names, domain names, and the websites related thereto, and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith;

iii. all copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith;

iv. all designs, industrial designs, utility models and petty patents and all applications, registrations and renewals in connection therewith;

v. all proprietary, technical or confidential information, including all trade secrets, processes, procedures, manufacturing detail know-how, show-how, formulae, methods, data, compilations, databases and the information contained therein;

together with: (A) all copies and tangible embodiments of the foregoing (in whatever form or medium); (B) all improvements, modifications, translations, adaptations, refinements, derivations and combinations thereof; and (C) all Intellectual Property Rights related to each of the foregoing;

(m) "**Intellectual Property Rights**" means any right or protection existing from time to time in a specific jurisdiction, whether registered or not, relating to patent laws or other invention or discovery laws, copyright laws, performance or moral rights laws, trade-secret laws, confidential information laws (including breach of confidence), trade-mark laws, trade-name laws, passing off, unfair competition laws or other similar laws and includes legislation by competent Government Authorities and judicial decisions under common law or equity, and for greater certainty includes the right to file any applications, and the right to claim for the same the priority rights derived from any applications filed under any treaty convention or any domestic laws of a country in which a prior application is filed;

(n) "**Person**" or "**Persons**" includes any individual, corporation, limited liability company, unlimited liability company, body corporate, partnership, limited liability partnership, firm, joint venture, syndicate, association, capital venture fund, private equity fund, trust, trustee, executor, administrator, legal personal representative, estate, government, Government Authority or board or commission or authority and any other form of entity or organization, whether or not having legal status;

(o) "**Project**" has the meaning given to such term in Section 2.2;

(p) **"Recipient Personnel**" means all employees, personnel, agents, representatives, consultants and contractors engaged by the Recipient for the purposes of conducting the Test or any matter, action or thing ancillary or related thereto;

(q) "**RF XL Systems**" means the commercial form of the technology of the Recipient as manufactured and offered for sale to third parties by the Recipient or its Affiliates;

(r) "**Tangibles**" means, collectively, all right, title, interest and estate of a party, whether absolute or contingent, legal or beneficial, present or future, vested or not, in and to:

i. the equipment, systems, plants and facilities used or useful in producing Petroleum Substances from the Test Area or lands pooled or unitized therewith or gathering, compressing, dehydrating, scrubbing, processing, treating, separating, extracting, collecting, refrigerating, measuring, storing, transporting or shipping such Petroleum Substances; and

ii. all other tangible property and assets used or intended for use in producing, storing or injecting Petroleum Substances.

(s) "**Technical Documentation**" has the meaning given to such term in Section 11.2; and

(t) "**Test Data**" has the meaning given to such term in Section 12.1(a).

2.0 PROJECT

2.1 The Recipient has applied jointly to Canada Foundation for Sustainable Development Technology and ("**SDTC**") and Climate Change and Emissions Management Corporation operating under the tradename Emissions Reduction Alberta ("**ERA**") for financial assistance to develop and demonstrate the technology described in the Funding Proposal for the purpose of commercializing the Project.

2.2 This Agreement pertains to a project entitled Radio Frequency XL (RF XL) Enhanced Oil Recovery and assigned project number SDTC 2016-A-3179 and ERA Project No.:O160045 (the "**Project**"). The Project is described in the Funding Proposal dated July 13, 2016, and any updates to the Funding Proposal as set out in the Contribution Agreement.

3.0 THE RECIPIENT

Recipient is legally known as:

Acceleware Limited
435 10th Avenue SE, Calgary, AB T2G 0W3
Phone: 403 249-9099
Fax: 403 249-9881

4.0 THE CONSORTIUM MEMBER

Broadview Energy Ltd.
1100, 700 9th Ave SW, Calgary AB T2P 3V4
Phone: 403 457 4767

5.0 CONTRIBUTION AGREEMENT

5.1 Consortium Member agrees to participate as a consortium member in the Funding Proposal referred to above wherein the Recipient applied for funding from SDTC and ERA as described in the Funding Proposal. Recipient shall cause the Contribution Agreement with each of SDTC and ERA to be amended to include the Consortium Member.

5.2 Consortium Member hereby authorizes the Recipient to receive funds from SDTC and ERA pursuant to the Contribution Agreement, as amended in accordance with Section 5.1, with each respective entity and to perform, on its own behalf, and on behalf of the Consortium Member, all of the obligations of the Recipient contained therein.

6.0 PROJECT DESCRIPTION

6.1 The project will test the Recipient's RF XL technology at commercial scale to deliver heat to test site of the Consortium Member more particularly located at Marwayne, Alberta. The test well or wells will be **[Redaction: commercially sensitive information]** and will be able to test many aspects of the RF XL technology.

7.0 CONTRIBUTION FROM CONSORTIUM MEMBER

7.1 **[Redaction: commercially sensitive information]**

7.2 **[Redaction: commercially sensitive information]**

8.0 PROJECT REPORTING

The Consortium Member agrees to maintain an accurate project expense ledger for the complete term of the Project. Such ledger will identify all in-kind and cash contributions to the project, all payables, all at-cost charges to the Project, etc. Such ledger will be sufficiently detailed to allow for routine verification and auditing of the ledger and will be provided to the Recipient upon ten (10) days written notice by the Recipient.

9.0 Representations, Warranties and Indemnities of the Parties

9.1 The Recipient represents and warrants to the Consortium Member that:

(a) it is a corporation duly incorporated and in good standing under the laws of the Province of Alberta, and is duly qualified to conduct business in the Province of Alberta;

(b) it has taken all corporate and other actions required to authorize the execution and delivery of this Agreement and the Head Agreement and the performance of its covenants and obligations under and in respect of this Agreement and the Head Agreement;

(c) neither the execution and delivery of this Agreement and the Head Agreement nor the performance of its covenants and obligations under and in respect of this Agreement and the Head Agreement will violate or constitute or result in any breach of or default under any of its constitutional documents, any laws applicable to the Recipient or any material agreement to which it is a party as of the Effective Date; and

(d) this Agreement and the Head Agreement have been duly executed and delivered by it and constitute legal and valid binding obligations of it, enforceable against it in accordance with their respective terms subject to limitation with respect to the enforcement imposed by applicable Regulations.

9.2 The Consortium Member represents and warrants to the Recipient that:

(a) it is a corporation duly incorporated and in good standing under the laws of the Province of Alberta, and is duly qualified to conduct business in the Province of Alberta;

(b) it has taken all corporate and other actions required to authorize the execution and delivery of this Agreement and the Head Agreement and the performance of its covenants and obligations under and in respect of this Agreement and the Head Agreement;

(c) neither the execution and delivery of this Agreement and the Head Agreement nor the performance of its covenants and obligations under and in respect of this Agreement and the Head Agreement will violate or constitute or result in any breach of or default under any of its constitutional documents, any laws applicable to the Consortium Member or any material agreement to which it is a party as of the Effective Date; and

(d) this Agreement and the Head Agreement have been duly executed and delivered by it and constitute legal and valid binding obligations of it, enforceable against it in accordance with their respective terms subject to limitation with respect to the enforcement imposed by applicable Regulations.

9.3 The representations and warranties of the parties in this Agreement shall survive the execution, delivery and termination of this Agreement and Head Agreement.

9.4 In addition to the indemnities more particularly described in Article 11.00 of the Farmout & Royalty Procedure, each party shall indemnify and hold harmless the other party and each of their respective directors, officers and employees against any and all losses and liabilities resulting from or related to any inaccuracy or breach of the representations and warranties made by the Recipient or the Consortium Member in Section 9.1 or Section 9.2.

10.0 COVENANT OF THE CONSORTIUM MEMBER

The Consortium Member will not do or cause to be done any act or omission which would reasonably be expected to interfere with the Test or impact the timelines set forth in Clause 3 or Clause 5 of the Head Agreement without the prior written approval of the Recipient.

11.0 INTELLECTUAL PROPERTY

11.1 Except as specifically contemplated by Section 12.1(a), the Consortium Member shall have no right to or interest in any of the Intellectual Property.

11.2 All physical media (including paper, electronic or other format) in which data is recorded that may be furnished by the Consortium Member to the Recipient under this Agreement or in connection with the Head Agreement or the provision of services by the Consortium Member to the Recipient and all Intellectual Property of the Recipient and beneficial ownership of Recipient therein, shall remain the property of the Recipient. All data that is recorded or prepared by or on behalf of the Recipient under this Agreement or in connection with the Head Agreement or the provision of services by the Consortium Member to the Recipient (the "**Technical Documentation**") shall be the property of the Recipient (including full and unrestricted rights to use, copy and modify the Technical Documentation) and the Technical Documentation shall be delivered to the Recipient along with copies thereof upon the Recipient's request. The Consortium Member agrees that any and all Intellectual Property developed during performance of and arising out of any of the services provided by the Consortium Member to the Recipient whether made by the Recipient, the Consortium Member or the Consortium Member Representatives, shall be the exclusive property of the Recipient and the Consortium Member shall promptly disclose any of such developed Intellectual Property to the Recipient and execute or cause to be executed any documentation to transfer title thereto, free and clear of any encumbrances, to the Recipient.

11.3 In the event any information covered by this Article 11.0 includes Intellectual Property Rights, proprietary information, know how, trade secrets, copyrighted information of a third party, or any information or property requiring a license to use, manufacture, sell, reproduce, distribute by any means, perform publicly or display such material, the Consortium Member shall secure the necessary copyright, license or release to allow the Recipient (and its assignees and designees) to use, manufacture, sell, reproduce, distribute, perform publicly and display such information. The Consortium Member shall grant to the Recipient (and its assignees and designees) a perpetual, irrevocable, non-exclusive, transferable, royalty-free license to use and reproduce such intellectual property and other documentation necessary or useful for the purposes of this Agreement and operation, maintenance, repair, alteration or expansion of the technology of the Recipient. The Recipient shall have the right to assign such license in any manner desired, including assignment to any lender in connection with granting a security interest in its technology, to a purchaser of its technology, or to any subsequent assignee of the same.

12.0 CONFIDENTIAL INFORMATION

12.1 The Consortium Member acknowledges and agrees that the Confidential Information:

(a) is the sole property of the Recipient and shall be returned to the Recipient upon its demand. Notwithstanding the foregoing, the Consortium Member shall be entitled to retain one copy of the Confidential Information for legal and/or archival purposes but only to the extent determined as necessary by the Consortium Member's legal counsel. In addition, as soon as reasonably practicable after successful completion of the Test by the Recipient through the achievement of the Completion Criteria, the Recipient shall provide the Consortium Member or the Authorized Transferee, as the case may be, with a test data package which shall consist of **[Redaction: commercially sensitive information]** (collectively, the "**Test Data**"). Subject to **[Redaction: commercially sensitive information]**, the Consortium Member is granted a perpetual, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use the Test Data for its own internal purposes and for no other purpose whatsoever.

(b) shall not be used for any purpose whatsoever other than for the purpose of performing services for the Recipient as requested by the Recipient from time to time; and

(c) shall not, without the Recipient's prior written consent, be disclosed or made available or accessible to any person other than, to the extent required, the Consortium Member Representatives who have a need to know the Confidential Information or any part thereof for purposes of performing services for the Recipient in accordance with this Agreement or the Head Agreement.

12.2 The Consortium Member shall be responsible for any breach of this Article 12.0 by any of the Consortium Member Representatives. If Confidential Information is disclosed to any of the Consortium Member Representatives, such persons shall be informed at the time of disclosure of its confidential nature and the terms of this Article 12.0 and shall agree in writing to be bound by its terms in connection with a confidentiality and non-disclosure agreement to be supplied by the Recipient to the Consortium Member. The Consortium Member shall keep and provide the Recipient (at its election) a list of all persons and individuals that have been provided with any Confidential Information and copies of agreements by such persons to be bound to confidentiality.

12.3 The Consortium Member shall not disclose any Confidential Information to any person other than in accordance with the terms of this Article 12.0 except in the event that the Consortium Member or the Consortium Member Representatives are required by Regulations to otherwise disclose any Confidential Information. Prior to any such disclosure, however, the Consortium Member shall provide written notice to the Recipient immediately upon receipt or imposition of any requirement of disclosure and thereafter cooperate with the Recipient so that the Recipient may seek a protective order or other appropriate remedy or waive compliance by the Consortium Member or the Consortium Member Representatives, as the case may be, with this Article 12.0. In the event that any court or administrative body requires disclosure of the Confidential Information, the Consortium Member or any of the Consortium Member Representatives required to provide such disclosure shall furnish only that portion of the Confidential Information which is legally required and, further, shall each exercise their best efforts to obtain reasonable assurances that confidential treatment will be accorded such Confidential Information.

12.4 Monetary damages would not be a sufficient remedy for any breach of the provisions of this Article 12.0 and the Recipient shall be entitled to seek specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach but shall be in addition to all other remedies available at law or in equity.

12.5 The confidentiality covenants contained in this Agreement will survive for five years following the termination or expiration of this Agreement.

12.6 Nothing in this Agreement or the Head Agreement shall prohibit, restrict or otherwise fetter the Recipient's ability to use, sell and/or disclose Confidential Information to any person including, but not limited to, the Recipient's directors, officers, employees, consultants, agents, stakeholders and professional advisors (including tax, accounting, financial and legal advisors).

13.0 COMMERCIAL RIGHTS AND ENTITLEMENTS

13.1 The Recipient has agreed to grant the Consortium Member the following commercial rights and entitlements available during the term of this Agreement:

(a) the Consortium Member and its authorized representatives shall have the right, during normal business hours and upon not less than 24 hours' written notice to the Recipient, to attend at the Test Area during the term of this Agreement provided that any such attendance shall not interfere with the operations of the Recipient or the Test and subject to any agreements entered into by the Recipient as it relates to surface access of the Test Area;

(b) If the Recipient successfully completes the Test through the achievement of the Completion Criteria, the Consortium Member shall then be granted:

i. a perpetual and non-transferable right to purchase from the Recipient an unlimited number of RF XL Systems of the Recipient for use by the Consortium Member on the Consortium Member Lands at a price equal to **[Redaction: commercially sensitive information]**; and

ii. after expiration of such period of time, for a maximum period of ten years thereafter, the Consortium Member shall be entitled to purchase the RF XL Systems from the Recipient at such price **[Redaction: commercially sensitive information]**.

(c) Any purchase of an RF XL System by the Consortium Member shall be governed by the Recipient's standard purchase order documentation (amended with respect to price only). For clarity, any purchase order received for one or more RF XL Systems will be processed by the Recipient in the ordinary course of business in conjunction with all other purchase orders received by the Recipient. Other than as provided for in the foregoing, nothing in this Agreement confers an express or implied right of priority in favour of the Consortium Member with respect to the purchase of RF XL Systems.

(d) The Recipient grants the Consortium Member a perpetual, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to use RF XL Systems purchased from the Recipient on the Consortium Member Lands.

13.2 Any ancillary or related services provided by the Recipient to the Consortium Member including, but not limited to, ongoing maintenance and service fees, shall be provided and invoiced by the Recipient at the Recipient's then current prices and will not be discounted.

13.3 The Consortium Member acknowledges and agrees that under no circumstances shall the Consortium Member or any of its Affiliates be permitted to use RF XL Systems purchased pursuant to this Agreement on any lands other than the Consortium Member Lands.

14.0 PUBLICITY AND ANNOUNCEMENTS

14.1 Press releases, public announcements or other material prepared by the Recipient and/or the Consortium Member for promotional and general information purposes relating to the Project, SDTC, ERA or their respective Contributions shall not be issued or distributed to the public without the prior written approval of SDTC and ERA. Any such press releases, public announcements or other material shall be submitted to SDTC and ERA for review and approval at least ten (10) business days prior to scheduled release to the public.

14.2 Subject to Section 14.1, the Recipient shall be permitted to make any public announcement, news release or statement regarding this Agreement, the Head Agreement, the Test or any of the other matters contemplated by this Agreement or the Head Agreement from time to time and at any time without the prior written consent of the Consortium Member; provided, however, that before doing so the Recipient shall provide the proposed form of public announcement, news release or statement to the Consortium Member for the Consortium Member's review and comment. The Recipient shall consider, acting reasonably and in good faith, the Consortium Member's comments on the proposed form of public announcement, press release or statement but shall be under no obligation to revise or amend the same before the issuance thereof.

14.3 As soon as possible on the execution of this Agreement and the Head Agreement, the Recipient will issue an initial news release disclosing the Test, the existence of this Agreement and the Head Agreement and the Consortium Member's participation in the Test as a supporter of the Recipient's financing activities and a supporter of innovation in connection therewith. Subject to and as required by applicable Regulations, the Recipient shall issue additional press releases from time to time for major milestones in respect of the Test including results of the Test.

15.0 OTHER AGREEMENTS

Please see attached Head Agreement.

16.0 TERMINATION

16.1 The term of this Agreement commences on the Effective Date and terminates in accordance with the provisions of this Article 16.0 and Clause 7(b) of the Head Agreement.

16.2 The Recipient may immediately terminate this Agreement and/or the Head Agreement with written notice to the Consortium Member if:

(a) the Recipient is unable to complete, or reasonably expects, in its sole discretion, that it will be unable to raise, the necessary financing to complete the Test; or

(b) the Recipient determines, in its sole discretion, acting reasonably, that the timelines set forth in Clause 3 or Clause 5 of the Head Agreement are reasonably anticipated or expected to be prevented, or delayed for a period of 6 months or more, including, but not limited to, as a result of: (1) an inability to obtain any necessary Government Authority approvals or other third party approval or agreement required with respect to the Test; or (2) any pending or outstanding orders, writs, injunctions, decrees, judgments, awards, determinations, work orders or directions of any court, arbitrator or Government Authority.

16.3 Either party may elect to terminate this Agreement upon notice in writing to the other party once the Recipient has certified in writing to the Consortium Member that the Test has been completed through the achievement of the Completion Criteria. If this Agreement is terminated in connection with the foregoing, the provisions of Article 13.0 and Section 18.8 shall survive.

16.4 Either party may elect to terminate this Agreement and the Head Agreement upon notice in writing to the other party at any time if:

(a) the other party is in material breach of a material obligation under this Agreement and/or the Head Agreement and fails to remedy such breach within 20 Business Days of receipt of notice of such breach, or in the case of a breach that cannot reasonably be remedied in that period of time, fails to initiate *bona fide* and meaningful remediation action within that period of time and thereafter diligently and continuously pursue such remediation to its completion;

(b) if there is an inaccuracy or breach of any of the representations and warranties of a party in this Agreement or in the Head Agreement; or

(c) the other party becomes insolvent, or becomes the subject of any bankruptcy, liquidation or similar proceedings, and fails to remedy that situation within 20 Business Days of receipt of notice to do so.

16.5 If the Recipient or the Consortium Member exercises a right to terminate this Agreement and the Head Agreement pursuant to Section 16.4 then the defaulting party shall be liable to the other party for damages and costs in accordance with applicable common law breach of contract principles and jurisprudence. Otherwise, neither party shall be responsible or liable to the other party in connection with the termination of this Agreement or the Head Agreement by a party pursuant to Clause 7(b) of the Head Agreement or Section 16.2 or Section 16.3 provided that the Recipient's obligations for Abandonment, if any, shall survive any such termination of this Agreement subject to Clause 7(b) of the Head Agreement.

16.6 Notwithstanding anything to the contrary in this Agreement, the Head Agreement, the Farmout & Royalty Procedure and the CAPL Operating Procedure, in the event of any termination of this Agreement and/or the Head Agreement, the Recipient shall be entitled to, and the Consortium Member shall cause the return of, all of the Recipient's property, equipment or materials used in connection with the Test on the Farmout Lands or located at the Test Area or within a Test Well or Option Test Well, as the case may be, whether or not in the Consortium Member's possession or control, including, but not limited to, the Recipient's Tangibles.

17.0 DISPUTE RESOLUTON

17.1 In the event of a dispute between the parties in respect of this Agreement or the Head Agreement and for matters not described in Article 15.00 of the Farmout & Royalty Procedure, such dispute shall be submitted to binding arbitration in accordance with the arbitration provisions of Article 21.00 of the CAPL Operating Procedure, *mutatis mutandis*.

17.2 Notwithstanding this Article 17.0 and prior to the appointment of an arbitrator or panel of arbitrators in respect of a dispute, as the case may be, a party may apply to the Court of Queen's Bench of Alberta for any interim or injunctive relief that may be necessary, including to protect the rights, powers or property of that party. A request for interim or injunctive relief by a party to such Court will not be considered to be incompatible with this Article 17.0 or as a waiver of any of the provisions herein. At the request of any party, the arbitrator or panel of arbitrators, as the case may be, may make any order or take any interim measures that the arbitrator or panel of arbitrators, as the case may be, considers necessary in respect of the dispute, including injunctive measures for the preservation of assets or the conservation of goods.

18.0 GENERAL PROVISIONS

18.1 Nothing in this Agreement shall restrict or prohibit the Recipient from adding other persons involved in the oil and gas industry as additional consortium members, to enter into data sale arrangements with any other persons or to engage additional service, consulting and/or engineering companies as required to supply services or materials.

18.2 Notwithstanding anything to the contrary in the Head Agreement and the Farmout & Royalty Procedure and the CAPL Operating Procedure incorporated by reference therein including, but not limited to, Article 1.05 of the Farmout & Royalty Procedure, in the event of any conflict or inconsistency among any of the terms and provisions set forth in Article 1.0 to Article 18.0 of this Agreement and those set forth in the Head Agreement and the Farmout & Royalty Procedure and/or the CAPL Operating Procedure incorporated by reference therein, the provisions of the Head Agreement and the Farmout & Royalty Procedure and the CAPL Operating Procedure incorporated by reference therein shall be read and construed in a manner to give full force and effect to the letter, spirit and intent set forth in Article 1.0 to Article 18.0 of this Agreement.

18.3 The parties shall be independent contractors pursuant to this Agreement and the Head Agreement. The parties expressly disavow any intention to enter into a relationship in the nature of a partnership or joint venture. Nothing contained in this Agreement or the Head Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, franchise, employment, master-servant or fiduciary relationship between the parties. Neither party, by virtue of this Agreement or the Head Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other party.

18.4 Nothing contained herein shall be construed as prohibiting either party from entering into a business arrangement with any other third party, whether or not such third party is in a similar line of business to the other party to this Agreement.

18.5 This Agreement and the Head Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

18.6 This Agreement and the Head Agreement shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein, except for its conflict of laws provisions.

18.7 Except with respect to a breach of each party's obligation to negotiate in good faith or a breach by the Consortium Member of its obligations of confidentiality hereunder, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR CONNECTED WITH THIS AGREEMENT OR THE HEAD AGREEMENT. ALL TANGIBLES AND INTANGIBLES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED “AS IS” AND THE PARTIES MAKE NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

18.8 **[Redaction: commercially sensitive information]**

18.9 Any terms and conditions of this Agreement and the Head Agreement that expressly state or by their nature or which reasonably should survive termination of this Agreement or the Head Agreement shall survive any such termination.

18.10 Each of the parties shall from time to time and at all times hereafter, without further consideration, do and perform all such further acts and things, and execute and deliver all such further agreements, assurances and other documents and instruments, as may reasonably be required to carry out the intent and purpose of this Agreement and the Head Agreement.

18.11 No waiver by either party shall be effective unless in writing, and a waiver shall affect only the matter, and the occurrence thereof, specifically identified in the writing granting such waiver, and shall not extend to any other matter or occurrence.

18.12 This Agreement together with the Head Agreement constitutes the entire agreement between the parties with respect to the Test, and supersedes all previous agreements, memoranda, negotiations, discussions and understandings, whether written or oral, with respect thereto, including the letter of intent between the parties dated March 17, 2020.

18.13 This Agreement and the Head Agreement may be executed in separate counterparts, including counterparts executed by electronic signature, and delivered by facsimile transmission or 'PDF' email attachment, each of which shall be deemed to be an original and shall together constitute one instrument and have the same force and effect as if the parties had executed the same instrument. Notwithstanding the date that each party delivers an executed counterpart of this Agreement and the Head Agreement, the parties will be deemed to have entered into this Agreement and the Head Agreement effective as of the Effective Date.

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the Effective Date.

ACCELEWARE LTD.

(signed) *"Geoff Clark"*
Geoff Clark
CEO

BROADVIEW ENERGY LTD.

(signed) *"Craig McClelland"*
Craig McClelland
Vice President, Land