

EXHIBIT "G"

CONFIDENTIALITY AND COMPLIANCE AGREEMENT

THIS CONFIDENTIALITY AND COMPLIANCE AGREEMENT (the "**Agreement**") is made as of the ____ day of _____, 20__.

BETWEEN:

[**SELLER**], a corporation incorporated under the laws of _____
("**Seller**")

-and-

[**UTILITY**], a corporation incorporated under the laws of the Yukon
("**Utility**")

(individually, a "**Party**" or collectively, the "**Parties**")

WHEREAS:

Utility and Seller wish to enter into discussions, which may include negotiations concerning an electricity purchase agreement (an "**EPA**"), pursuant to the Government of Yukon's Standing Offer Program ("**SOP**").

NOW THEREFORE, in consideration of the Parties entering into this Agreement and the mutual promises and agreements contained in this Agreement, the Parties agree as follows:

1. DEFINITIONS

1.1 "**Confidential Information**" means any of the Seller's confidential technical or financial information provided by the Seller to Utility in confidence in connection with the SOP and/or any related EPA with express written notice to Utility of the confidential nature of the information, whether such confidential information is provided orally, in writing, electronically or by any other media, but excluding any executed and delivered EPA or related securities delivered thereunder or any agreement collateral thereto, and also excluding information that:

- (a) is or becomes in the public domain, other than as a result of a breach of this Agreement by Utility;
- (b) is known to Utility before disclosure to it by the Seller, or becomes known to Utility thereafter by way of disclosure to Utility by any other person who, to Utility's knowledge, is not under an obligation of confidentiality with respect thereto; or
- (c) is, or has been, disclosed by the Seller to any government authority in connection with any permit, approval or tenure for any project proposed by the Seller in the SOP and any information that is directly related to or that is based on or derived from that information, other than any financial information relating to the Seller or any such project;

1.2 "**Affiliate**" has the meaning given in the Standard Form Electricity Purchase Agreement for the SOP;

- 1.3 **"Discussions"** means discussions, including negotiations, whether orally, in writing, electronically or by any other media, between the Parties pertaining to the SOP and/or any related EPA from the effective date of this Agreement to the termination of such discussions or an EPA, if any, between the Parties is fully executed and delivered, whichever shall first occur and "discussions" includes but is not limited to, the Seller's questions and Utility's responses thereto in the Q & A process under the SOP and any preliminary assessment of eligibility for the SOP provided by Utility to the Seller;
- 1.4 **"SOP Rules"** means the SOP Rules available on the SOP Website at www.Yukon.ca/apply-independent-power-producer, as amended or replaced from time to time.

2. CONFIDENTIALITY OBLIGATION

2.1 **Confidentiality Obligation.** Utility shall treat as confidential, and shall not disclose to any third person, Confidential Information, and both Parties shall treat as confidential and shall not disclose to any third person, all or any part of the Discussions, provided however that the foregoing obligations, and nothing in this Agreement, prevents or restricts:

- (a) disclosure of the fact that Discussions, if any, are occurring, or have occurred, and/or the fact that this Agreement exists and the general nature hereof;
- (b) in the case of Utility, disclosures of the Discussions and/or Confidential Information:
 - (i) to any ministers, deputy ministers, servants or employees of the Yukon Territory; and
 - (ii) to Utility's directors, officers, employees, subsidiaries, consultants and advisors;provided that each of the foregoing to whom Discussions and/or Confidential Information is disclosed is advised of the confidential nature thereof;
- (c) in the case of Utility, disclosure of Discussions and/or Confidential Information in any regulatory proceeding, whether in respect of an EPA entered into with the Seller pursuant to the SOP or in respect of other matters, to the extent that Utility considers disclosure necessary or desirable to support its position in any such proceeding, provided that, to the extent reasonably practicable, Utility gives reasonable notice to the Seller before making disclosure, and, to the extent requested by the Seller, requests the relevant tribunal to treat all or any part of the disclosure as confidential or to limit its further disclosure;
- (d) in the case of Utility, disclosure:
 - (i) of the Seller's questions and Utility's response thereto under the SOP without attribution to the Seller;
 - (ii) to a third person of Confidential Information that was known by that third person before disclosure thereof by Utility, including information that originated from that third person or that the Seller or any other person has given to the third person, in each case as indicated on the face of any document or as acknowledged by the Seller; and

- (iii) such information as Utility considers necessary to provide any publicly available report on the conduct and outcome of the SOP, including the Seller's participation in the SOP and conclusion of an EPA with the Seller (if applicable), the location and capacity of any project proposed by the Seller, and the energy associated with any project proposed by the Seller;
 - (e) in the case of the Seller, disclosure of Discussions to its directors, officers, employees and affiliates, consultants and advisors, provided that each of the foregoing to whom Discussions are disclosed is advised of the confidential nature thereof and undertakes in writing to respect such confidentiality on the terms of this Agreement, provided that the Seller shall give to Utility, at its request, a copy of each such undertaking;
 - (f) without limiting Utility's disclosure rights under section 2.1(c) above, disclosures required to be made by Utility or the Seller by an order of a court or tribunal or under any law, regulatory requirement or requirement of any stock exchange that is binding upon it, provided that, (i) to the extent reasonably practicable, the Party making such disclosure gives reasonable notice to the other Party before making the disclosure, and (ii) limits the disclosure to that required by the applicable order, law, or regulatory or stock exchange requirement;
 - (g) disclosures in any legal proceedings for the enforcement of this Agreement and/or any EPA or in the defense of any legal proceedings brought by any third person(s) against either or both the Parties in any way relating to the SOP; or
 - (h) disclosures of the Discussions and/or Confidential Information by agreement or consent of both Parties.
- 2.2 **Disclosures of EPA.** Disclosure of any executed EPA, or any summary thereof or information contained therein, will be governed by the EPA.
- 2.3 **[Freedom of Information and Protection of Privacy Act.** The Seller acknowledges that Utility is subject to the *Yukon Access to Information and Protection of Privacy Act* and associated regulations, and agrees that Utility's non-disclosure obligations under this Agreement are subject to the provisions of that legislation, as the same may be amended or replaced from time to time.]
- 2.4 **Term.** Utility's obligation of confidentiality with respect to Confidential Information expires three years after the date hereof.

3. PROGRAM RULES BINDING

The Seller acknowledges and agrees that it is bound by, and will comply with, the terms and conditions of the SOP Rules.

4. MISCELLANEOUS

- 4.1 **Liability Exclusion.** No Party will be liable to the other Party in connection with any breach of this Agreement for any indirect, incidental or consequential damages, including loss of profits.

- 4.2 **Governing Law.** This Agreement shall be interpreted, governed and construed under the laws of Yukon and the law of Canada applicable therein as if it were executed, and to be performed wholly, within Yukon.
- 4.3 **Equitable Relief.** Each Party agrees that in the event of a breach of this Agreement, or to prevent a breach or contemplated breach, by that party, the other Party shall be entitled to equitable relief, including injunction and specific performance, in addition to all other remedies available at law or equity.
- 4.4 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all prior agreements and communications relative to such subject matter.
- 4.5 **No Implied Terms.** No terms or conditions whatsoever may be implied in this Agreement.
- 4.6 **Amendments.** This Agreement shall not be modified, except by a written agreement dated after that date of this Agreement and signed by both Parties.
- 4.7 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 4.8 **Enurement.** This Agreement is binding upon and enures to the benefit of the Parties and their respective successors and permitted assigns.
- 4.9 **Execution in Counterparts.** This Agreement may be executed in counterparts, and each counterpart shall for all purposes be an original, and all such counterparts shall together constitute one and the same Agreement.
- 4.10 **Facsimile Signature.** This Agreement may be executed and delivered by signatures transmitted by facsimile or other electronic means.
- 4.11 **Relationship.** Entering into this Agreement shall in no way be construed to:
- (a) preclude in any way either Party from pursuing any business opportunities;
 - (b) establish any relationship between Utility and the Seller with respect to such business opportunities; or
 - (c) establish any other relationship between Utility and the Seller with respect to any project proposed by the Seller under the SOP.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first above written.

[UTILITY]

By:

Name:
Title:

[SELLER]

By:

Name:
Title: