

COSIA Associate Membership Memorandum of Understanding (“MoU”)

This MOU outlines the basis of the Associate Member and COSIA’s mutual understanding regarding the Associate Member’s membership in COSIA’s Associate Member Program (the “Membership”) and the relationship, rights and obligations of COSIA and the Associate Member thereunder.

Membership Program and Benefits: A full description of COSIA’s Associate Membership Program and its terms and benefits are outlined in COSIA’s Associate Membership Policy, as may be amended from time to time, and the Associate Membership Policy is hereby incorporated by reference into this MOU.

Purpose: The purpose of COSIA is to enable responsible and sustainable growth of Canada’s oil sands while delivering accelerated improvement in environmental performance through collaborative action and innovation. In furtherance of this objective, COSIA wishes to ensure that valued contribution from service providers, industrial companies, governments and government agencies, academic bodies and groups, environmental non-governmental organizations, aboriginal groups and other entities is encouraged.

Objectives: The Associate Member acknowledges that it has reviewed a copy of COSIA’s Charter, the Confidentiality Undertaking Acknowledgment and COSIA’s Competition Law Compliance Policy (all available on COSIA’s website), and by its execution of this MOU, hereby endorses the Charter and COSIA’s objectives provided therein, and confirms that it will not act in a manner contrary to or inconsistent with the Charter, the Competition Law Compliance Policy, or the Confidentiality Undertaking and Acknowledgement. Terms of the Confidentiality Undertaking will remain in force after termination of the Membership.

Exclusivity: The Associate Member acknowledges that COSIA arrangements for Membership are not exclusive and may be offered to other qualified parties.

Term: The Membership will be effective upon the approval of the Associate Member's application, and payment of the applicable membership fees, and will continue for the balance of the Associate Member year, hereby defined as July 1 of each year through to and including June 30 of the following year. The Membership will be automatically renewed for an additional year upon payment by the Associate Member of the Membership fee. COSIA reserves the right to terminate this MOU and the Membership at any time by written notice to the Associate Member in accordance with the terms of this MOU, including the Associate Membership Policy, or for any other reason COSIA deems appropriate in its sole and unfettered discretion. In the event COSIA terminates the MOU and Membership, a portion of the Membership fee paid by the Associate Member for the then-current Associate Member year will be reimbursed, pro-rated for the number of months remaining in the calendar year.

Withdrawal: The Associate Member may withdraw its Membership at any time by written notice to COSIA. A withdrawing Associate Member will not be entitled to any return, repayment or other reimbursement of any fees paid by the Associate Member prior to its withdrawal.

Membership Fees: The Membership fee payable by the Associate Member is \$3,000.00 per Associate Member year for for-profit organizations, government agencies, E/NGOs, academic institutions, community groups, and aboriginal groups

The fee for each subsequent year will be invoiced two months prior to the beginning of the new Associate Member year (i.e. approximately May 1) and the total amount of each invoice will be due and payable by the Associate Member within 60 days of its receipt. COSIA reserves the right to adjust the Membership fee from time to time in its sole discretion upon reasonable prior notice to the Associate Member.

Representative: The Associate Member will designate one primary representative to act as a strategic point of contact in ensuring coordination between the Associate Member and COSIA. The Associate Member will also designate one technical representative for each EPA (GHGs, Land, Tailings, and Water) in which they plan to participate; these individuals will represent the Associate Member in any technical interactions with the EPAs. Communications with COSIA shall be made through COSIA's Head of the Associate Member Program and/or the applicable COSIA EPA Director or STA.

Use of Affiliation: The Associate Member acknowledges that the trade-marks and trade-names of COSIA, including the trade-mark COSIA, are owned by COSIA and shall only be used by the Associate Member in order to identify itself as an Associate Member of COSIA in its annual reports or on its website and for no other purpose without the prior written consent of COSIA. The Associate Member agrees that it shall adhere to such standards and specifications with respect to the use and appearance of the trade-marks and trade-names of COSIA that COSIA may set from time to time during the Associate Member's term of membership and shall not challenge the validity, enforceability or COSIA's ownership of such trade-marks and trade-names. Any approvals for use shall be requested from COSIA's Head of the Associate Member Program at least two weeks prior to the proposed use.

Assignment: The Membership is non-transferable, and the Associate Member may not assign any of its rights or obligations under this MOU without the prior written consent of COSIA.