

Confidentiality Undertaking and Acknowledgement

TO: CANADA'S OIL SANDS INNOVATION ALLIANCE INC. ("**COSIA**"), on its own behalf and in its capacity as agent on behalf of the EPA Members (as defined herein)

In consideration of becoming an associate member of COSIA (an "**Associate Member**") and being permitted to attend certain meetings of COSIA (the "**Meetings**") and receiving Confidential Information, the undersigned hereby acknowledges and agrees:

- that the obligations of the undersigned under this undertaking are given to COSIA on its own behalf and for its own benefit and in its capacity as agent for, and for the benefit of, all of COSIA's present and future environmental priority area members (the "**EPA Members**");
- that for the purposes of this undertaking, "**Confidential Information**" means any information, including technical, business and governance information, disclosed to the undersigned during Meetings which the undersigned attends or otherwise during the term of its membership as an Associate Member, orally or in writing, regardless of whether such information is specifically identified as "Confidential", but shall not include information which:
 - at the time of disclosure is in the public domain or which, after disclosure, enters the public domain, except as a result of any acts or omissions of the undersigned or any person to which the undersigned has disclosed such information in accordance with this undertaking;
 - is provided by a party other than COSIA or an EPA Member, as evidenced by the written records of the undersigned, except where the other party is known or ought reasonably to be suspected of being subject to a confidentiality obligation to

maintain such information and materials in confidence;

- is independently created, developed or acquired by or for the undersigned through persons to whom the Confidential Information had not been disclosed;
- was lawfully in the possession of the undersigned as confirmed by written records before receipt of such Confidential Information during the Meetings; or
- is released from the confidentiality provisions of this undertaking by the written authorization of COSIA.

Information required to be maintained in confidence under this undertaking that is specific in nature shall not be deemed to be in the public domain or in the prior possession of the undersigned merely because general principles concerning the specific information are in the public domain or in the prior possession of the undersigned;

- to:

- hold the Confidential Information in strict confidence, under and in accordance with this undertaking;
- protect the Confidential Information, whether in storage or in use, with no less than the same degree of care as the undersigned uses to protect its own confidential information against public disclosure, but in no case with less than reasonable care;
- not disclose the Confidential Information to any person, except that the undersigned may disclose Confidential Information:
 - to its affiliates (as such term is defined in the *Business Corporations Act* (Alberta)) and other third parties in connection with a use permitted under paragraph 3(d) below, provided that: (A) if any such affiliate or third party holds a beneficial interest in oil sands rights, then such affiliate or third party must be an EPA Member or a party to the Monitoring Priority Area Participation Agreement; and (B) any such affiliate or third party is advised

of the confidential nature of the Confidential Information and is bound by confidentiality obligations that are no less restrictive than those imposed on the undersigned pursuant to this undertaking and further provided that the Associate Member shall be liable for any breaches of the confidentiality obligations herein by any such affiliate or third party to whom the Associate Member has disclosed Confidential Information; and

- in response to a valid order of a court or other governmental body or a stock exchange on which its shares are traded, but only to the extent of and for the purposes of such order, and only if the undersigned first notifies COSIA of the order (if legally permitted to do so) so COSIA or any of the EPA Members may have the opportunity to seek an appropriate protective order; and

➤ only use the Confidential Information:

- for the purpose of its participation as an Associate Member of COSIA, including for the purpose of providing proposals to COSIA to assist with the EPA Member's efforts to accelerate environmental performance in the oil sands; and
- in compliance with COSIA's objectives as outlined in COSIA's Charter Framework, including in conjunction with its attendance at the Meetings,

and for no other purpose;

- that any information provided by the undersigned at the Meetings or as a direct or indirect result of the Associate Member's membership with COSIA will not be, and shall not be considered to be, confidential and may be freely used and disclosed by COSIA, the EPA Members and any other Associate Member in attendance at the Meetings without liability to the undersigned for such use or disclosure unless the undersigned and COSIA, the EPA Members or the other Associate Members, as applicable, prior to the disclosure

of such information by the undersigned, have entered into a separate written confidentiality agreement in relation to that information;

- that, at any time upon the request of COSIA, the undersigned shall immediately return, or cause to be returned, or destroy, or cause to be destroyed, any tangible records (whether electronic or hard copy) to the extent such records contain any Confidential Information;
- without limitation and in addition to any other rights COSIA and any of the EPA Members may have against the undersigned arising by reason of any breach of this undertaking:
 - COSIA may apply to a court for interim measures on its own behalf or in its capacity as agent for and on behalf of the EPA Members, or in both such capacities, and seeking and obtaining such interim measures shall not be a waiver of any rights of COSIA or any of the EPA Members; and
 - each EPA Member may enforce any rights it may have against the undersigned on its own behalf;
- that all Confidential Information is proprietary and confidential to COSIA or some or all of the EPA Members, as the case may be, and will be so treated by the undersigned. Neither the execution of this undertaking, nor the furnishing of any Confidential Information by COSIA or any of the EPA Members, shall be construed as granting to the undersigned, either by implication or otherwise, any interest, licence or right respecting the Confidential Information, including any intellectual property right therein;
- that neither COSIA nor any of the EPA Members makes any representation or warranty in respect of any particular Confidential Information, and the undersigned further acknowledges and agrees that COSIA and the EPA Members disclaim any and all

warranties, expressed and implied, including any statutory or express or implied warranties of merchantability, operability and fitness for use for a particular purpose;

- that, unless otherwise agreed to in writing with COSIA, the confidentiality obligations in this undertaking in respect of any particular Confidential Information shall survive until such time as such information no longer constitutes Confidential Information; and
- that the undersigned has read and fully understands the terms and conditions of this undertaking.