

## PURCHASE ORDER TERMS & CONDITIONS

### 1. Entire Agreement:

This Purchase Order, including these Terms and Conditions, any attached specifications, drawings, descriptions, or additional terms or conditions constitutes the entire agreement between the parties (the "Agreement"). Cenovus Energy Inc. (and, if applicable, its Affiliates) is referred to as "Cenovus" in this Agreement. Contractor's written acceptance of this Agreement, the shipment of any goods by Contractor, or the performance of any services by Contractor shall constitute acceptance of this Agreement by Contractor in its entirety. This Agreement may only be amended with Cenovus's written approval. If there is any inconsistency between these Terms and Conditions, and the terms set out in the Purchase Order, the terms set out in the Purchase Order shall prevail. If the Contractor has executed a Master Agreement with Cenovus, the terms and conditions of that Agreement shall govern, except for the requirements of Clause 3: Health, Safety and Environment. If the Contractor has executed a Standalone Agreement with Cenovus, the terms and conditions of that Agreement shall govern.

For the purposes of this Agreement:

"Affiliate" means any person who:

- (i) controls either directly or indirectly a party; or
- (ii) is controlled directly or indirectly by such party; or
- (iii) is directly or indirectly controlled by a person who directly or indirectly controls such party.

"Claims" means, any and all actions, proceedings claims, demands, losses, costs, damages, penalties, fines, remedial obligations, interest, legal and other expenses of whatever nature, including legal fees on a solicitor-client basis.

"Consequential Damages" means any or all loss of production, revenue, profits (actual or anticipated), use, business opportunity, and consequential loss of any similar kind arising out of or in connection with this Purchase Order.

"Control" and related terms including "controlling" and "controlled" shall mean the possession, direct or indirect of:

- (i) in the case of a corporation, the power to vote more than 50% of the securities having ordinary voting power for the election of directors of such corporation; and
- (ii) in the case of a partnership (general or limited), joint venture or other person, either
  1. the power to exercise more than 50% of the voting rights in such person; or
  2. the power to cause the direction of the management and policies of such person.

"Laws" means all applicable federal, provincial, state, territorial and municipal laws, by-laws, statutes, regulations, rules, orders, ordinances, directives, permits, standards, codes and licenses.

"Master Agreement" means a master form of agreement, such as a Master Supply and Services Agreement or other form of similar agreement, and whether such an agreement was put into place with Cenovus, or Husky Oil Operations Limited.

"Person" shall include an individual, partnership, association, body corporate, trustee, executor, administrator or legal representative.

"Representatives" means the employees, subcontractors, suppliers, contractors, agents, invitees and any other representatives of a party.

"Standalone Agreement" means a standalone form of agreement, such as a Goods and Services Agreement or other form of similar agreement, and whether such an agreement was put into place with Cenovus, or Husky Oil Operations Limited.

## **2. Compliance with Laws and Policies:**

- (a) All goods and services provided by Contractor shall be produced, sold, delivered, furnished and performed in compliance with all applicable Laws. Contractor shall execute and deliver to Cenovus any documents required to effect compliance with such Laws.
- (b) In providing the goods or services Contractor shall comply with the Cenovus Code of Business Conduct, and the Cenovus Supplier Code of Business Conduct, and such other policies and practices set out in the Suppliers section of the Cenovus website: [www.cenovus.com](http://www.cenovus.com) and such other policies and practices and amendments, as are identified by Cenovus to Contractor from time to time ("Cenovus Policies").
- (c) Contractor shall avoid situations where any of its interests conflict, could potentially conflict or could appear to conflict with its obligations and duties to Cenovus. Contractor shall immediately advise Cenovus of any actual, potential or perceived conflict of interest situation of which it becomes aware.
- (d) Contractor shall ensure that its Representatives are aware of and comply with Contractor's obligations hereunder.
- (e) In the event of any conflict between applicable Laws, Cenovus Policies and industry standards, the stricter or higher standard shall apply.

## **3. Health, Safety and Environment:**

- (a) Contractor shall be responsible for safety at all times during the performance of its obligations under this Agreement. Contractor shall comply with all health, safety and environmental laws and regulations and all work practices prescribed by applicable Laws. When delivering goods

to, or performing services at a Cenovus site, Contractor shall comply with all work practices, policies and directions of Cenovus, including those relating to prime contractor responsibilities, and any site-specific requirements. Further information regarding Cenovus's requirements can be found at [https://www.cenovus.com/?sc\\_itemid={4201713C-2392-4898-86B7-54BC78A16458}](https://www.cenovus.com/?sc_itemid={4201713C-2392-4898-86B7-54BC78A16458}).

- (b) If Contractor is not performing any services on a Cenovus worksite, and there are no Cenovus Representatives who will be present at a Contractor worksite, Contractor shall comply with the HSE Schedule located at <https://www.cenovus.com/-/media/A27839184C17410A8EEE13A211359DDE>;
- (c) If Contractor Representatives are present on a Cenovus worksite, but are not performing any "hands on" services, or if Cenovus Representatives are present at a Contractor worksite, Contractor shall comply with HSE Schedule located at <https://www.cenovus.com/-/media/507BF8DC7E3649A2A800815EE59A2698>; and
- (d) If Contractor Representatives are performing "hands on" services at a Cenovus worksite, Contractor shall comply with HSE Schedule located at <https://www.cenovus.com/-/media/AD6B0C4E20FC40C49C225EB2029765FA>.
- (e) Cenovus reserves the right to revise the applicable HSE Schedule upon written notice to Contractor.
- (f) When performing services on a Cenovus worksite, Contractor shall:
  - (i) have in place environmental, health, safety and drug and alcohol programs which comply with all applicable Laws, Cenovus Policies and industry standards. Cenovus may audit such Contractor programs; and
  - (ii) interfere minimally with the operations of Cenovus and other contractors and shall adequately protect all persons and property of Cenovus and others from damage, injury or loss. Contractor shall leave the worksite clear of its tools, equipment, and waste. Contractor shall immediately notify Cenovus of any incident in connection with the provision of goods or services

#### 4. Warranties:

- (a) Where the Contractor provides goods under this Agreement, the Contractor warrants that:
  - (i) the goods conform to the specifications, drawings or other descriptions attached hereto or as furnished by Cenovus, and will perform as specified therein;
  - (ii) the goods will be new, of good material and workmanship and be free from defects in design, materials and workmanship, and be reasonably fit for the purpose intended, notwithstanding that the goods are described by a patent or trade name; and
  - (iii) the goods are free of any liens, encumbrances or claims and Contractor has full right and authority to sell the goods as specified in this Purchase Order.
- (b) Contractor shall, at its expense, either repair, or at Cenovus's option, replace, any of the goods furnished hereunder and accepted by Cenovus in which defects in workmanship, materials or design are discovered within twelve (12) months after operational start-up or within eighteen (18) months after delivery, whichever occurs first. At Cenovus's option, Contractor shall repair or bear the cost of repairing any damage caused by any such defect. Repairs shall be done at Cenovus's convenience and, at Cenovus's option, on its premises unless the repairs are of such of a nature

as to require repair facilities that cannot be made available on Cenovus's premises. Contractor shall re-perform any performance tests that may be required for the achievement of any performance guarantees. All repairs shall be done expeditiously and within a time frame acceptable to Cenovus. All expenses attendant upon such repair or replacement, including any freight, custom duties, and brokerage fees shall be for Contractor's account. The foregoing warranties shall apply to all repairs or replacements. Contractor shall assign to Cenovus all subsisting assignable warranties relating to the goods. If any such warranties are not assignable, Contractor will take such action, at its own expense, as Cenovus may reasonably request to enforce any such warranties.

- (c) Where the Contractor provides services under this Agreement, the Contractor warrants that all services will be performed expeditiously in a careful, diligent and professional manner, in accordance with the standard of care normally exercised by contractors performing similar services in Canada and in accordance with the Contractor's expertise.
- (d) Contractor shall, at its expense, after notice from Cenovus, and at Cenovus's option:
  - (i) re-perform any deficient services; and
  - (ii) remedy any defect or damage resulting from the deficient performance of any services; or
  - (iii) bear the costs of re-performance of the deficient services, or remedying any resulting defect or damage.
- (e) The warranty period with respect to the provision of services shall expire twelve (12) months after the completion of the services.
- (f) The foregoing warranty periods for goods and services shall be extended by the time during which Cenovus is unable to use any of the goods or take advantage of the services by reason of defects or deficiencies which Contractor is required to repair, replace or re-perform. The Contractor's obligation to repair, replace or re-perform shall extend to defects or deficiencies in any goods or services which were revealed on Cenovus's examination prior to acceptance.

## **5. Performance:**

In providing any goods or services under this Purchase Order, Contractor shall:

- (a) furnish all skills, labour, supervision, parts, equipment, materials, personal protective equipment, and supplies required therefore at its own cost and expense unless otherwise expressly stated;
- (b) promptly pay all amounts due for labour, parts, equipment, materials and supplies in the provision of the goods or performance of the services hereunder. If any lien or charge is registered in respect thereof, Contractor, at its sole expense, shall promptly effect its discharge; and
- (c) obtain and maintain all permits and licenses required to perform its obligations hereunder.

## **6. Governing Law and Attornment:**

This Agreement shall be governed by and interpreted in accordance with the Laws of the Province of

Alberta, without reference to conflict of laws principles. The parties attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

**7. Non-waiver:**

Failure by Cenovus to insist upon strict performance of any of the provisions of this Agreement, failure or delay in exercising any rights or remedies provided herein or by applicable Laws, failure or delay in properly notifying Contractor in the event of breach of this Agreement by Contractor, the acceptance of, or payment for, any goods or services hereunder, or the approval of any design by Cenovus, shall not release Contractor from any warranties or obligations of this Agreement, and shall not be deemed a waiver of any right of Cenovus to insist upon strict performance of this Agreement.

**8. Infringement:**

Contractor shall not provide goods or services which infringe any trade secret, trademark, copyright, patent, confidential know-how, moral rights or other intellectual property rights, rights of a third party ("Intellectual Property"). Contractor shall, at its expense, indemnify, hold harmless and defend Cenovus against any claim brought against Cenovus alleging that any goods or services or the intended use thereof, infringe any Intellectual Property subsisting in the jurisdiction of manufacture, sale, use or performance. If in the course of any such claim, Cenovus is prevented from using the goods or services, Contractor shall at its own expense and as soon as possible either obtain consent for Cenovus to use the goods or services, or replace the same with substantially equal but non-infringing goods or services.

**9. Termination for Convenience:**

This Agreement may be terminated by Cenovus for convenience at its option at any time by written notice to Contractor. Upon such termination, Cenovus has the right to obtain all goods and services paid for up to the date of termination, including work in progress. Cenovus shall pay Contractor the cost of all goods and services which have been provided in accordance with this Agreement, including the cost of work in progress, incurred up to the date of termination, which is substantiated, and is neither cancellable nor recoverable by Contractor. Payments made under this Clause shall not exceed the total price specified in this Agreement. Upon receipt of notice of termination, Contractor shall take all reasonable steps to mitigate any resulting costs or losses.

**10. Termination for Default of Contractor:**

If Contractor fails to make deliveries of the goods or perform the services specified in this Agreement, or fails to perform any provision of this Agreement, and does not cure such failure within ten (10) days after receipt of verbal or written notice from Cenovus specifying such failure, Cenovus may, at its option, terminate this Agreement. Cenovus has the right to obtain all goods and services paid for up to the date of termination, including work in progress. Cenovus may also terminate this Agreement immediately if Contractor becomes insolvent.

**11. Remedies:**

If any goods or services are not provided in accordance with the provisions of this Agreement, including any specifications provided by Cenovus pertaining to quality, quantity, delivery time and location, or any other representations and warranties, Cenovus shall be entitled to any or all of the following remedies, without prejudice to any other right or remedy that Cenovus may have:

- (a) at any time cancel or suspend all or any part of the Purchase Order;

- (b) reject the goods and return them to Contractor at Contractor's sole risk and expense on Contractor's instructions. If Contractor does not provide instructions within a reasonable time after request, then the goods will be disposed of as determined by Cenovus at Contractor's risk and expense. Upon request, Contractor shall promptly refund to Cenovus any money paid for goods that are returned or disposed of;
- (c) require Contractor to remediate any of the deficiencies as follows in accordance with the warranty provisions of this Agreement:
- (d) If, after 3 (three) days notice to Contractor, the deficiency is not corrected or Cenovus is of the opinion, in its sole discretion, that it cannot be corrected by Contractor within a time acceptable to Cenovus, Cenovus may correct the deficiency and the total cost of such correction, including all labour, materials, transportation, services, including re-performance of services and any performance tests, shall be charged to Contractor;
- (e) Notwithstanding subsections (c) and (d), if remediation of a deficiency is required on an urgent basis, Cenovus may notify Contractor to remediate it on an urgent basis. If Cenovus is of the reasonable opinion that Contractor will be unable to remedy the deficiency within the time required by Cenovus, Cenovus may correct the deficiency and the total cost of such correction, including all labour, materials, transportation, services, including re-performance of any performance tests, shall be charged to Contractor.

**12. Force Majeure:**

If, for reasons beyond its reasonable control, Cenovus is prevented from using the goods or services procured under this Agreement, Cenovus may suspend performance of this Agreement without additional costs or obligation to Cenovus. If Contractor is prevented from performance of its obligations within the time required for reasons beyond its reasonable control and without any fault or negligence of the Contractor, Contractor shall not be in breach of such obligations, provided that Contractor exercises reasonable efforts to overcome or reduce the circumstances preventing performance and promptly notifies Cenovus in writing of the cause, including reasonably full particulars and the likely duration of such circumstances. In no circumstances shall lack of funds be deemed an event of force majeure. Neither party shall be required to settle any strike or other labour dispute except on terms acceptable to it.

**13. Insurance:**

Contractor shall, unless otherwise advised in writing by Cenovus, obtain from reliable insurers, and maintain during the term of this Agreement:

- (a) Commercial General Liability Insurance with a combined single limit of not less than \$5,000,000.00 showing Cenovus as an additional insured;
- (b) Automobile Third Party Liability Insurance with an inclusive bodily injury, death and property damage limit per occurrence of \$2,000,000.00;
- (c) Workers' Compensation coverage in accordance with the requirements of the applicable jurisdiction, and, if not covered by Workers Compensation, Employers' Liability Insurance (with

limits not less than \$1,000,000.00);

- (d) Where applicable, Professional Liability Insurance coverage of not less than \$5,000,000.00 per occurrence.

Contractor shall require each subcontractor to provide comparable insurance. Cenovus may require satisfactory evidence of such insurance to be supplied by Contractor. Cenovus may require Contractor to obtain additional insurance coverage depending on the nature of the goods or services being provided. Contractor shall be responsible for all deductibles under its insurance policies.

**14. Assignment:**

Contractor shall not assign, subcontract, or transfer any of its rights or obligations hereunder without Cenovus's prior written consent, which consent may be withheld or conditioned in Cenovus's absolute discretion.

**15. Invoicing and Payment:**

- (a) Contractor shall submit invoices in accordance with the directions located at: <https://www.cenovus.com/Suppliers/Current-suppliers/Invoicing-for-suppliers>.
- (b) The invoicing directions referred to in 15(a) are subject to change by Cenovus on reasonable prior notice to Contractor.
- (c) Cenovus shall pay all invoices within the period of time set out in the "Payment Terms" section of the Purchase Order, based on the date of receipt of an invoice by Cenovus in accordance with Cenovus's guidelines for submission of invoices.
- (d) Cenovus reserves the right to refuse payment of any invoice submitted later than one hundred eighty (180) days following delivery of the goods or completion of the services covered by such invoice.

**16. Prices, Taxes and Duties:**

- (a) Unless otherwise specified in the Purchase Order:
  - (i) the price shall include all charges for the goods and services and any ancillary items necessary to complete the Purchase Order;
  - (ii) the purchase price shall be fixed;
  - (iii) the price and rates specified in this Agreement include all taxes, duties, and charges of any kind which either party is required to pay with respect to the goods and services provided under this Agreement.
- (b) Where the prices or rates are based in whole or in part on the cost to Contractor as specified in its published price, rate, fee, duty or tax list, and Contractor's cost is subsequently reduced, the prices or rates payable by Cenovus shall be likewise reduced.

- (c) Where any part or all of the goods are to be provided, or the services are to be performed, in a Province where governmental authorities levy any taxes, assessments, fees or charges on such goods or services, Cenovus and Contractor shall comply with all applicable Provincial requirements.
- (d) All invoices submitted by Contractor shall show as a separate item any applicable taxes, including GST, PST or HST. Contractor shall furnish to Cenovus all documentation required for GST, PST or HST purposes. Upon request, Contractor shall provide all documentation required for duty drawback purposes, and all customs invoices, declarations and evidence of import costs as may be reasonably required by Cenovus for any goods or services provided hereunder. Cenovus will not be responsible for payment of taxes based on Contractor's net income, capital or similar taxes.
- (e) The prices and rates payable under this Agreement are gross of any applicable withholding taxes that may be imposed by governmental authorities of any jurisdiction from which payment of such prices and rates may be made. It is the responsibility of Contractor to apply for a refund (if applicable) of this withholding from the Canada Revenue Agency.

#### **17. Holdbacks:**

- (a) Cenovus may, in its sole discretion, withhold payments or deduct amounts due to Contractor without liability or interest:
  - (i) until satisfied as to the quality and performance of the goods or services and the payment of all amounts required to be paid by Contractor under this Purchase Order, including all payments for labour, services, materials and supplies;
  - (ii) for any claim or liabilities which may be the basis of a claim made by a third party;
  - (iii) or any other matter in dispute until the dispute is settled;
  - (iv) for any costs incurred by Cenovus due to Contractor's negligence or breach of its obligations hereunder; and
  - (v) in accordance with applicable Laws, including holdbacks for labour or materials.
- (b) Any amount withheld or deducted shall correspond to the amount in issue, as determined by Cenovus in its sole discretion, to the extent it deems necessary, and any payments or adjustments in respect of such amount shall be made in accordance with the resolution of the matter in issue.
- (c) If the amounts payable under this Agreement are subject to any holdback amount, the Contractor shall invoice GST or HST at the statutory rate on the gross value of the invoice. GST or HST is to be calculated and billed on the invoice value, prior to reducing the amount payable by the holdback. No additional GST or HST will be paid by Cenovus when the holdback is released.

#### **18. Set Off:**

Cenovus shall be entitled to set off any amounts owing from Contractor to Cenovus against any amount due or owing to Contractor under this or any other agreement Cenovus has with the Contractor.



**19. Shipping and Delivery:**

- (a) Contractor shall deliver goods to the delivery point by the delivery date stated in the Purchase Order. In addition to Cenovus' other rights and remedies, if Contractor fails to do so, then at Cenovus's sole discretion, Contractor shall indemnify Cenovus for any resulting claims (including any pre-estimate of damages expressly identified in this Purchase Order) and this Purchase Order shall remain in full force and effect, or Cenovus may cancel all or a portion of the Purchase Order and purchase the goods elsewhere and Contractor shall reimburse Cenovus for the cost of the goods and any other resulting claims and Cenovus shall have no further liability to Contractor in respect of such goods.
- (b) Cenovus is not obligated to accept any goods that do not comply with any provision of this Purchase Order. Cenovus is not required to accept partial or incomplete delivery, unless the parties have agreed to delivery by instalments and delivery is performed in accordance with such agreement. Acceptance of any partial delivery shall not bind Cenovus to accept any future shipments.
- (c) All packaging and transportation costs and charges relating to goods supplied hereunder are for Contractor's account unless otherwise expressly stated.

**20. Excess Material:**

Goods supplied in error or in excess of the amounts ordered hereunder may be returned by Cenovus to Contractor. Contractor shall pay all shipping and return freight costs and shall reimburse Cenovus for any such items paid for by Cenovus.

**21. Expediting:**

The goods furnished under this Agreement shall be subject to expediting by Cenovus or its representative. Cenovus's representative shall be allowed reasonable access to Contractor's facilities and those of its suppliers and contractors for expediting purposes. At Cenovus's request, Contractor shall supply manufacturing and delivery schedules and progress reports for Cenovus's use in expediting the goods.

**22. Inspection:**

Cenovus or its representative shall have the right to inspect the goods provided or the services performed hereunder at any time during the term of this Agreement, to perform final inspections and to reject non-conforming goods and defective services at any time. Any inspection, acceptance or testing of goods by Cenovus, or failure to do so, shall not relieve Contractor of its obligations hereunder. Cenovus may cancel all or any part of this Agreement, notwithstanding acceptance, testing or inspection of goods.

**23. Forms:**

This Agreement contains the only contractual terms and conditions between the parties relating to the provision of the goods and services by Contractor, notwithstanding anything contained or implied in any invoices or other documentation of Contractor, and prevails over any terms or conditions contained in any such invoices or documentation

**24. Record Retention and Audit:**

During the term of this Agreement, and for a period of six (6) years thereafter, Contractor shall maintain in accordance with generally accepted accounting principles accurate and complete books and records

and related systems of control necessary for an accurate audit and verification of compliance with this Agreement. Cenovus shall, during the term of this Agreement, and for a period of two (2) years thereafter, upon providing reasonable prior notice to Contractor, have access to and be authorized to examine and make copies of all such books, records and systems of control, and shall be authorized to interview Contractor's Representatives as may be necessary to conduct such an audit. Contractor agrees that the period for seeking a remedial order under the Limitations Act (Alberta) is extended for claims disclosed by an audit by two years after the time of this Agreement permitted the audit.

**25. Notices:**

All communications required or permitted to be given hereunder shall be deemed properly given if in writing and delivered personally or sent by registered mail to the parties at their addresses identified in the Purchase Order. A notice sent by registered mail shall be deemed received three (3) business days after such mailing. Notices under this Agreement may be given by way of electronic communications and, in the absence of evidence of non-receipt, shall be deemed to be received the business day after transmission.

**26. Property and Title in Goods:**

- (a) Unless otherwise expressly stated in the Purchase Order, the property in and title to any goods provided by Contractor to Cenovus under this Agreement shall transfer to Cenovus upon delivery of the goods to Cenovus. If Cenovus pays for any goods by way of progress payments, title to any work in progress shall transfer to Cenovus upon initial payment. Contractor shall clearly identify such work in progress as the property of Cenovus, and, if practicable, segregate such work in progress from the property of others.
- (b) All documentation, analysis, compilations, studies, reports, data, charts, digital media, drawings, sketches, calculations, correspondence, maps or other information developed, prepared or compiled by Contractor for Cenovus in providing the goods or services shall be Cenovus' exclusive property for use by Cenovus without limitation. Any drawings, specifications, documents or data furnished by Cenovus to Contractor shall remain the property of Cenovus and shall be promptly returned to Cenovus upon request by Cenovus, unless otherwise specified in writing by Cenovus.

**27. United Nations Convention on Contracts for the International Sale of Goods:**

The United Nations Convention on Contracts for the International Sale of Goods does not apply to the goods provided under this Agreement.

**28. Incoterms 2010:**

Any reference in this Agreement to Incoterms is a reference to Incoterms 2010.

**29. Relationship of the Parties:**

Contractor is an independent contractor with respect to the performance of its obligations under this Agreement, provided that a representative of Cenovus is at all reasonable times during the term of this Agreement entitled to observe and inspect Contractor in relation to the performance of such obligations. Nothing in this Agreement shall be construed to constitute Contractor, its employees, agents or subcontractors as an employee, agent, servant or co-venturer of Cenovus. Contractor agrees not to claim the benefit of, or protection under, any law which provides benefit or protection to employees, agents, servants or co-venturers. Contractor shall not use the name, logos or trademarks of Cenovus or any of its

Affiliates in any advertising, promotional material or publicity release (in any media whatsoever, including electronic or web-based) without Cenovus' prior written consent.

**30. Cumulative Remedies:**

The rights and remedies herein are cumulative and are not exclusive of any rights or remedies provided under Applicable Laws, equity or otherwise and shall extend to Cenovus, its successors, and assigns.

**31. Liability and Indemnity and Exclusion of Consequential Loss:**

Contractor shall:

- (a) be liable to Cenovus and its Affiliates, and their respective Representatives, directors and officers (in the remainder of this Clause called "Cenovus") in respect of; and, in addition, shall
- (b) indemnify and hold Cenovus harmless from and against any and all Claims which may be brought against or suffered by Cenovus or which it may sustain, pay or incur by reason of any matter or thing arising out of or in any way attributable to any
  - (i) breach of this Purchase Order by Contractor; or
  - (ii) negligent acts or omissions, other tortious acts, strict liability offences or willful misconduct of Contractor or any of its Representatives, or any of their respective directors and officers in connection with, related to or arising out of the performance, purported performance or non-performance of this Purchase Order.
- (c) Subject to subsection (d), neither party shall be liable to the other for Consequential Damages.
- (d) Nothing herein shall exclude or limit Contractor's liability for claims sustained or incurred by Cenovus as a result of:
  - (i) third party claims that arise out of the performance or non-performance of this Agreement by Contractor or any of its Personnel, including claims arising out of infringement of intellectual property rights by Contractor or any of its Personnel; or
  - (ii) breach by Contractor of its obligations of confidentiality under this Agreement.
- (e) In addition to any rights and remedies of Cenovus, Cenovus shall be entitled to injunctive and other equitable relief in order to protect Cenovus' rights and property as set out in Clause 29 (Relationship of the Parties) and 33 (Confidentiality).
- (f) Cenovus shall have the right at its option to participate in the defense of any Claim against Cenovus without relieving Contractor of its obligations hereunder in respect of the defense of such Claim and costs thereof.

**32. Military Range Instructions:**

- (a) Where services are provided on the Cold Lake Air Weapons Range in north-eastern Alberta, Contractor acknowledges receipt of and shall ensure compliance with "Instructions to all Cenovus

Personnel including Partner Companies, Contractors, Service Companies, Consultants And Others Working within Or Entering The Cold Lake Air Weapons Range (CLAWR) and "Chapter 7 of Special Range Orders for Alberta Energy Company Ltd.", or any directions of "Cenovus Range Safety and Co-ordination Centre", as the case may be.

- (b) If Contractor breaches any of its obligations in this Article 32, Cenovus shall be entitled to immediately terminate the Purchase Order and, at Contractor's cost and risk, to take whatever other action it deems appropriate to remedy such breach. Reference to the above documents includes those that supplement, amend, or replace such documents.

### **33. Confidentiality:**

- (a) Contractor shall, and shall cause its Representatives to, keep secret and confidential during the performance of the Services and for a period of 5 (five) years thereafter all information, written or oral, received from Cenovus or any other source which is or may be either applicable or related in any way to the assets, business or affairs of Cenovus or its Affiliates, and shall not disclose such information to any third party or use it for any purpose other than for the performance of its obligations under this Agreement.
- (b) Such obligation of confidentiality shall not apply to information:
  - (i) which at the time of disclosure is in the public domain;
  - (ii) which after disclosure is published or otherwise becomes part of the public domain through no fault of Contractor or any of its Representatives (but only after it is published or otherwise becomes part of the public domain);
  - (iii) not subject to any confidentiality obligations, and which Contractor can show was in its possession prior to disclosure hereunder;
  - (iv) which Contractor can show was received after the time of disclosure hereunder from a third party who did not require that it be held in confidence and who did not, to Contractor's knowledge, acquire it, directly or indirectly, from Cenovus or a third party under an obligation of confidence; or
  - (v) which was independently developed, and Contractor can provide written evidence thereof.
- (c) Contractor shall comply with any other reasonable confidentiality requests of Cenovus, which may include execution of a confidentiality agreement.