

SCHEDULE "E" TO HEAD AGREEMENT GENERAL TERMS

ARTICLE 1 DEFINITIONS

1.1 Definitions.

Definitions for capitalized terms used but not otherwise defined in these General Terms are set forth in the Definitions Glossary, being Schedule "F" to the Head Agreement

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties.

Each Applicable Party represents and warrants to the other Applicable Party that:

- a) if a corporation, it is a corporation duly organized and validly existing in the jurisdiction of its incorporation;
- b) it is duly registered or licensed to carry on business in every jurisdiction in which such registration or license is required for purposes of this Agreement;
- c) it is and will at all times continue to act in compliance with all Applicable Laws required to operate its business and perform its obligations under This Agreement, including, but not limited to remaining a Licensed Business;
- d) it has all necessary power and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- e) the execution and delivery of this Agreement, the performance by the Applicable Party of its obligations under this Agreement and the consummation of the transaction contemplated by this Agreement do not and will not conflict with, or result in a breach or violation of, or constitute a default under, any of the terms or provisions of:
 - i. the constating documents of the Applicable Party;
 - ii. the resolutions of the Applicable Party's shareholders or directors which are in effect;
 - iii. any judgement, writ, injunction, decree or order of a court, arbitrator or Governmental Authority that is binding on the Applicable Party;
 - iv. any contract or agreement to which the Applicable Party is subject or by which the Applicable Party is bound; or
 - v. Applicable Law;
- f) the execution of this Agreement by its representative whose signature is set forth on the signature page of this Agreement has been duly authorized by all necessary corporate action; and
- g) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation, enforceable against it in accordance with its terms, except as may be limited

by any applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, or similar laws related to or affecting creditors' rights generally or the effect of general principles of equity.

ARTICLE 3
INDEMNIFICATION AND LIABILITY

3.1 Mutual Indemnification and Liability.

As a result of, or in connection with breach of this Agreement or any negligence, omission or wilful misconduct in the performance of this Agreement by either Applicable Party (the "**Indemnifying Party**"), the Indemnifying Party:

- a) shall be liable to the other Applicable Party (the "**Aggrieved Party**") and/or any of its directors, officers, shareholders, employees, agents, or others for whom the Aggrieved Party is responsible (collectively, the "**Aggrieved Party Representatives**") for any and all actions, suits, proceedings, claims, demands, losses, costs, damages of whatsoever nature or kind (including legal fees on a solicitor and its own client basis) and any expenses whatsoever which the Aggrieved Party or the Aggrieved Party Representatives may suffer, sustain, pay or incur; and
- b) as a separate and independent covenant, shall indemnify the Aggrieved Party and the Aggrieved Party's Representatives for any and all actions, suits, proceedings, claims, demands, losses, costs, damages of whatsoever nature or kind (including legal fees on a solicitor and its own client basis) and any expenses whatsoever which may be brought by a third party against the Aggrieved Party or the Aggrieved Party Representatives or which any of them may suffer, sustain, pay or incur.

3.2 Limitation of Liability.

- a) Under no circumstances and in no event shall either Applicable Party be liable to the other Applicable Party in contract, tort (including negligence or breach of statutory duty) or otherwise, whether foreseeable or not, and whatever the cause thereof, for any of the other Applicable Party's indirect, punitive, incidental, special, exemplary or consequential losses or damages, arising out of or related to the terms of this Agreement, nor for damages for lost profits, loss of opportunity, loss of business, contracts, revenue, anticipated savings, use, opportunity, goodwill, or capital.
- b) The limitations of liability set forth in Section 3.2(a) shall not be applicable in relation to a breach of the provisions of these General Terms related to confidentiality and/or liability for infringement or misappropriation of Intellectual Property rights.

ARTICLE 4
ANNOUNCEMENTS AND CONFIDENTIALITY

4.1 Announcements.

- a) Neither Applicable Party shall (orally or in writing) publicly disclose, issue any press release or make any other public statement, or otherwise communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of the other Applicable Party. Nothing in this Section 4.1 prohibits an Applicable Party from issuing a press release or making other disclosures required by Applicable Law if the Applicable Party or its Affiliate making the disclosure has first consulted with the other Party.
- b) Subject to Section 4.1(a), if either Applicable Party or any of its Affiliates is required by Applicable Law to file a copy of this Agreement (or any related agreements) on SEDAR (or otherwise publicly file a copy of this Agreement or any related agreements), the Applicable Party making the filing shall consult with the other Applicable Party with respect to, and agree upon, any proposed redaction to this Agreement in compliance with Applicable Law before it is filed on SEDAR (or otherwise). If the Applicable Parties are unable to agree on such redactions, the Applicable Party required to file a copy of this Agreement on SEDAR shall redact this Agreement to the fullest extent permitted by Applicable Law before filing it on SEDAR (or otherwise), with a copy of the redacted Agreement to be promptly delivered to the other Applicable Party.

4.2 Protection of Confidential Information.

- a) Each Applicable Party (the “**Receiving Party**”) shall treat any and all Confidential Information disclosed to it by the other Applicable Party (the “**Disclosing Party**”) pursuant to this Agreement as confidential and shall not disclose such information to any other Person other than in circumstances where an Applicable Party has an obligation to disclose such information in accordance with Applicable Law.
- b) Unless otherwise agreed to herein, the Receiving Party shall not, unless authorized by the Disclosing Party to do so:
 - i. copy, reproduce, distribute or disclose to any Person any of the Confidential Information, or any facts related thereto;
 - ii. permit any third party to have access to such Confidential Information; or
 - iii. use such Confidential Information for any purpose other than for the purpose of performing its obligations under this Agreement.
- c) For certainty, the following information shall not be considered Confidential Information:
 - i. information that at the time of disclosure or acquisition was in the public domain or later entered the public domain other than by breach of this Article or a confidentiality obligation owed by the Disclosing Party;
 - ii. information that at the time of disclosure or acquisition was already known to and had been reduced to writing by the Receiving Party;

- iii. information that was independently lawfully developed by the Receiving Party; or
 - iv. information that after disclosure or acquisition was received from a third party that had no duty to maintain the information in confidence.
- d) In the event that Applicable Law requires a Receiving Party to disclose Confidential Information, such disclosure shall only be made after consultation with the Disclosing Party (if reasonably practicable and permitted by Applicable Law) provided that in the case of a public announcement required by Applicable Law, shall only be made in accordance with Section 4.1.
- e) Notwithstanding the provisions of this Section 4.2, each of the Applicable Parties acknowledges and agrees that:
- i. each of the Applicable Parties may disclose Confidential Information, subject to the redaction of the name of the other Applicable Party and dollar-related pricing information contained in this Agreement, to:
 - A. a Person providing financing or funding to such Applicable Party in respect of its obligations under this Agreement; and
 - B. any prospective purchaser of the assets of an Applicable Party or its shares, together with such prospective purchaser's financiers, consultants and advisors (financial and legal),so long as, in each case, prior to receiving any such information the recipient enters into a confidentiality agreement with the Disclosing Party pursuant to which the recipient provides a confidentiality undertaking in favour of the other Applicable Party to maintain the confidentiality of the Confidential Information in a manner consistent with this Agreement; and
 - ii) each of the Applicable Parties may disclose Confidential Information to their respective directors, officers and employees (and the directors, officers and employees of their respective Affiliates) and the directors, officers, partners or employees of any financial, accounting, legal and professional advisors of such Applicable Party and its Affiliates, as well as any contractors and subcontractors of such Applicable Party, provided that each of such individuals to whom Confidential Information is disclosed is advised of the confidentiality of such information and is directed to abide by the terms and conditions of this Article 4.

4.3 Duration of Confidentiality.

The provision of this Article 4 shall apply to the Applicable Parties for ten years. The parties waive the benefits of any statutory, legal, or equitable limitation as the duration of the confidentiality provisions set forth in their agreement.

ARTICLE 5
INTELLECTUAL PROPERTY

5.1 Intellectual Property.

- a) Each Applicable Party retains and reserves all its own intellectual property of any nature and kind, including all domestic and foreign trade-marks, label design, label text, logos, business names, trade names, domain names, trading styles, patents, trade secrets, software, industrial designs, plant breeders' rights, and copyrights, whether registered or unregistered, and all applications for registration thereof, and inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques and know-how (collectively, "**Intellectual Property**").
- b) Each Applicable Party agrees that nothing in this Agreement gives it any right, title or interest in the Intellectual Property of the other Applicable Party. Except where otherwise explicitly stated herein, nothing in this Agreement grants any right or license to market, sell, commercialize or distribute goods of the other Applicable Party or to use any Intellectual Property of the other Applicable Party.

5.2 Prohibited Acts.

Neither Applicable Party shall:

- a) take any action that might interfere with any of the other Applicable Party's rights in or its Intellectual Property rights, including ownership or exercise thereof;
- b) challenge any right, title or interest of the other Applicable Party in or to the other Applicable Party's Intellectual Property rights;
- c) make any claim or take any action adverse to the other Applicable Party's ownership of its Intellectual Property rights;
- d) register or apply for registrations, anywhere in the world, for the other Applicable Party's trade-marks or any other trade-mark that is similar to the other Applicable Party's trade-marks or that incorporates the other Applicable Party's trade-marks in whole or in confusingly similar part;
- e) use any mark, anywhere (except in the performance of its obligations under this Agreement) that is confusingly similar to the other Applicable Party's trade-marks in whole or in part;
- f) misappropriate any of the other Applicable Party's trade-marks for use as a domain name without prior written consent of the other Applicable Party.

ARTICLE 6
FORCE MAJEURE

6.1 Force Majeure.

If after the occurrence of a Force Majeure Event, an Applicable Party affected (the “**Affected Party**”) remains unable to carry out an obligation under this Agreement solely due to a Force Majeure Event, then the Affected Party must give to the other Applicable Party prompt written notice within a period of three (3) Business Days after it has become aware of the occurrence of the Force Majeure Event with all particulars of the Force Majeure Event and, so far as is known, the probable extent to which the Affected Party shall be able to perform or be delayed in performing its obligations. The other Applicable Party may give notice to the Affected Party of the extent to which the other Applicable Party’s ability to comply with its obligations shall be affected by the Affected Party’s inability to comply with its obligations. The relevant obligations of the Affected Party and the other Applicable Party, so far as they are affected by the Force Majeure Event (including by the inability of the Affected Party to perform its obligations due to the Force Majeure Event), shall be suspended during, but no longer than, the continuance of the Force Majeure Event. The suspension of performance shall be of no greater scope and no longer duration than is reasonably necessitated by the Force Majeure Event. However, the non-performance of any obligation of either Applicable Party that was required to be completed prior to the occurrence of the Force Majeure Event shall not be excused as a result of such subsequent Force Majeure Event. The Affected Party must use all commercially reasonable efforts to overcome or remove the Force Majeure Event as quickly as possible and shall furnish timely regular reports of progress to the other Applicable Party. The Applicable Party claiming Force Majeure Event shall give further notice to the other Applicable Party immediately upon it becoming aware that such Force Majeure Event has ceased to have effect.

ARTICLE 7
MISCELLANEOUS

7.1 Enurement and Assignment.

This Agreement shall be binding upon the Applicable Parties and their respective heirs, administrators and successors in interest. This Agreement shall not be assigned by either Applicable Party without the other Applicable Party’s written consent, not to be unreasonably withheld.

7.2 Severability.

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

7.3 Time.

Time shall be of the essence hereof.

7.4 Expenses.

All of the costs and expenses including, without limitation, fees and disbursements of legal counsel, financial advisors, brokers and accountants, incurred in connection with the preparation of this Agreement shall be paid by the Applicable Party incurring such costs and expenses.

7.5 Notices.

All notices and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given to the Applicable Party if delivered personally, sent by e-mail, facsimile or overnight courier, or mailed by registered mail (postage prepaid and return receipt requested) to the respective Notice Address set forth in this Agreement.

7.6 Amendment and Waivers.

Except as specifically set forth in the Head Agreement, no amendment or waiver of any provision of this Agreement shall be binding on an Applicable Party unless consented to in writing by such Applicable Party. No failure or delay to exercise, or other relaxation or indulgence granted in relation to, any power, right or remedy under this Agreement shall operate as a waiver of it or impair or prejudice it nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy. The failure of any Applicable Party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver or deprive that Applicable Party of the right thereafter to insist upon strict adherence to such provision or any other provision of this Agreement. No purported waiver shall be effective as against any Applicable Party unless consented to in writing by such Applicable Party. The waiver by any Applicable Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

7.7 Remedies; Specific Performance.

The provisions of this Section 7.7 shall not apply in respect of any provision in this Agreement where an Applicable Party's rights and remedies are stated to be sole and exclusive remedies or non-cumulative remedies, as applicable. Any and all remedies herein expressly conferred upon an Applicable Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Applicable Party, and the exercise by an Applicable Party of any one remedy will not preclude the exercise of any other remedy. The Applicable Parties hereby agree that irreparable damage would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is

otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. Accordingly, the Applicable Parties acknowledge and hereby agree that in the event of any breach or threatened breach by any Applicable Party of any of its covenants or obligations set out in the Agreement, the other Applicable Party shall be entitled to injunctive relief to prevent or restrain breaches or threatened breaches of this Agreement by the other, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other under this Agreement. Each Applicable Party hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by it, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other Applicable Party under this Agreement.

7.8 Reasonable Commercial Efforts to Settle Disputes.

If any controversy, dispute, claim, question or difference (a “**Dispute**”) arises with respect to the Agreement or its performance, enforcement, breach, termination or validity, the parties to the Dispute shall use all reasonable commercial efforts to settle the Dispute prior to commencing legal action in the courts of the Province of Alberta. To this end, the parties to Dispute shall consult and negotiate with each other in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to all parties to the Dispute.

7.9 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. For the purpose of all legal or arbitral proceedings this Agreement shall be deemed to have been created in the Province of Alberta and the obligations of the parties hereunder shall be deemed to have been performed in the Province of Alberta. Each Applicable Party agrees to attorn and submit to the Courts of the Province of Alberta in respect of any Dispute relating to the subject matter hereof.

7.10 Interpretation.

- a) For purposes of this Agreement: (i) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; and (ii) references to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.
- b) The parties acknowledge that their respective legal counsel have reviewed and participated in settling the terms of the Agreement, and the parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of the Agreement.

7.11 Survival.

The rights and obligations of the Applicable Parties set forth in this Section and any right or obligation of the Applicable Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

7.12 Relationship of Applicable Parties.

Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment, or fiduciary relationship between the Applicable Parties. Neither Applicable Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Applicable Party or to bind the other Applicable Party to any contract, agreement or undertaking with any third party.

7.13 Waivers.

No waiver or any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by the Applicable Party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

7.14 Independent Legal Advice.

The Applicable Parties acknowledge and confirm that:

- a) they have been advised by independent legal counsel in respect of the provisions of this Agreement or alternatively has elected to proceed without independent legal counsel;
- b) the Applicable Parties have negotiated the provisions hereof on an equal footing based on equal bargaining power; and
- c) no Applicable Party was required or induced to enter into this Agreement.

7.15 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Signatures of the Applicable Parties transmitted by facsimile or e-mail (or other electronic means) shall be deemed to be their original signatures for all purpose.