

Prospective Suppliers - Terms and Conditions of Use

This page describes the terms and conditions of the user's access and use of the Canadian Natural Resources Limited's ("CNRL") on-line Doing Business With Canadian Natural supplier prequalification and registration site (the "Site") and the collection, use and retention of information supplied through the Site by CNRL.

By accessing and using the Site or providing information to CNRL via the Site, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement, then do not indicate acceptance of the Agreement, and do not use the Site. This Site is not a job application site. If you seek employment with Canadian Natural, please refer to our Careers site.

The Site is provided by CNRL, its affiliates, licensors and developers (referred to as "CNRL", "we", "our", or "us"). This document consists of two parts: (1) these Terms of Use, and (2) a Privacy Notice that describes what information we collect from users and how we may use it (together, the "Agreement").

If you are a regular user of the Site, you are responsible to check this Agreement for updates periodically. It governs your use of the Site. We may change this Agreement at any time by posting the amended Agreement on the Site. We last revised this Agreement on [date], 2016.

Relationship between CNRL and Users

Participation in the on-line prequalification program via the Site or registration via the Site does not indicate any current business relationship with CNRL and does not provide any guarantee or promise of a future business relationship with CNRL. Users expressly agree that in submitting information to CNRL or otherwise registering through the Site, that they are not relying in any way on any promise of future economic benefit whatsoever.

CNRL reserves the right to at any time to terminate, suspend, withdraw or modify any aspect of the Site or prospective supplier registration program in full or in part at any time without notice.

Reliance on any information provided by CNRL, CNRL employees, others appearing on the Site at the invitation of CNRL, or other visitors to the Site is solely at your own risk.

No Unlawful or Prohibited Use

You agree not to use the Site for any purpose that is unlawful or prohibited by this Agreement. You agree not to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following materials or information, including but not limited to:

- (a) that are not legally yours and may be protected by, or that infringe or may infringe on anyone else's copyright or other proprietary right, or derivative works, without permission from the copyright owner or intellectual property rights owner;
- (b) that violate or may violate others' privacy or publicity rights, including posting images about children or any third party without their consent (or a parent's consent in the case of a minor);
- (c) that are illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable, including without

- limitation conduct that would encourage or constitute an attack or "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- (d) that impersonate another person or business or otherwise falsely represent your identity or qualifications;
 - (e) that breach any obligations of confidentiality or any other contractual or statutory obligation you may owe to any third parties; or
 - (f) that are advertisements, solicitations, investment opportunities, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding.

You further agree not to submit any materials that contain viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or information. You may not try to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service through hacking, password mining, or any other means. You agree that you will not use any robot, spider, other automatic device, or manual process to monitor or copy pages of this Site or the content contained on it without our express prior written permission.

We may (but need not) monitor, edit, or remove any content from the Site that violates this Agreement.

Use of the Site; Intellectual Property Rights; Restrictions

The Site, including, without limitation, applications, the information contained therein, any table structures, queries, and reports, their arrangement, organization, and methods of interactions, the algorithms and other database artifacts, the Site's structure, all textual and graphical materials, and all technical information and other content appearing on this Site and their modifications and enhancements, are confidential and trade secret information that is proprietary to and owned by CNRL or its third party providers or licensors (the "Providers"), together with all related copyrights and trademarks. CNRL or the Providers (as the case may be) retain the exclusive and sole ownership of the Site and any content, and all related intellectual property rights.

You may not create derivative works of, or decompile, reverse engineer, translate or disassemble the Site, in whole or in part, except as expressly permitted by applicable law. You may not create or store in electronic form any shared library, data warehouse, archive, cache or frame of the data or information contained in Site.

Nothing contained herein shall be deemed to confer by implication, estoppel or otherwise, any license or any other grant of right to use any trademark, copyright, or any other intellectual property right of CNRL or any third party. The "CNRL" name (including but not limited to Canadian Natural, CNQ or Horizon Oil Sands) are CNRL's trademarks. All other product and company names belong to their respective owners. You agree that you will take no action inconsistent with this paragraph.

Except as required herein, you agree not to use CNRL's or its Providers' intellectual property in the press or on social media or any other internet-based communication method or forum and not to refer to CNRL or its Providers or attribute any information to CNRL or its Providers in the press, for advertising or promotional purposes, or for the purpose of informing or influencing any other party without CNRL's or the respective Provider's prior written consent.

You will be responsible for any access to, or use or disclosure of CNRL's or the Providers' confidential and proprietary information by you and, further, shall indemnify and hold harmless CNRL and the Providers for any and all loss, damage or liability incurred by CNRL or the Providers as a result of a breach by you or any other party to whom you may have provided access to the Site of any or all of the obligations contained in this Agreement.

Except as expressly permitted by this Agreement, you will not: copy, cut and paste, email, reproduce, publish, distribute, redistribute, broadcast, transmit, modify, adapt, edit, abstract, create derivative works of, store, archive, publicly display, sell or in any way commercially exploit, in whole or in part, any information or output from the Site, or set up derived databases or materials from information you obtain from the Site.

CNRL reserves the right to add to, remove from or edit the contents or change the Site at any time with or without notice.

CNRL reserves the right to monitor usage by you (in terms of volume, frequency or otherwise) of the Site. In case of unauthorized use of the Site by you, CNRL reserves the right to deny you access to the Site by blocking, without prior notification, the IP address(es) that you used to access the Site.

This Agreement does not constitute a sale of the Site or any part of it and, except as expressly provided for in this Agreement, no rights or licenses, express or implied, are hereby granted to you in respect of the Site. You acknowledge that as between you and CNRL, CNRL (or its Providers) is throughout the world the proprietor subsisting in the Site. Nothing herein contained shall be construed so as to transfer any intellectual property rights whatsoever in the Site to you or any other party.

You agree not to use the Site or the content of the Site in a manner that violates any applicable municipal, provincial, federal or international law, regulation or this Agreement. For example, unless authorized by CNRL in writing, you further agree you will not:

- (a) Use, employ, or attempt to use or employ any robot, spider, scraper, deep link or other similar automated data gathering or extraction programs, tools, utilities, algorithm or methodology to access, acquire, copy or monitor any portion of the Site, without CNRL's express written consent, which may be withheld in CNRL's sole discretion;
- (b) Use, employ, or attempt to use or employ any engine, software, tool, agent, or other device or mechanism (including, without limitation robots, spiders, avatars, intelligent agents, or browsers) to navigate or search the Site, other than the search engines and search agents available through the Site and other than generally available third-party web browsers;
- (c) Attempt to access any other CNRL systems that are not part of the Site;
- (d) Excessively overload the CNRL systems used to provide the Site;

The foregoing list provides examples only and is non-exclusive. If you violate any of these terms, this Agreement and your right to use the Site may be terminated by CNRL in its sole discretion without notice.

You are solely responsible for maintaining and any information that you input into the Site or any database accessed by you via the Site. CNRL may delete your registration and contact information from the Site if it is unable to contact you using such information. If you become aware of any unauthorized

access to your information, including any theft or loss of your password, you agree to contact CNRL immediately by e-mail at the address provided under the heading "Account Security," below.

Disclaimer of Warranties

THIS SITE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. YOU AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THIS SITE "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY, AS TO THE OPERATION OF THE SITE; THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT OR MATERIALS INCLUDED ON THE SITE; OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY RELATING TO DATA LOSS, UPTIME OR CONTINUITY OF THE SITE, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SITE. CNRL AND ITS AFFILIATES, PARTNERS, PROVIDERS, AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SITE WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

WE DO NOT WARRANT:

- (A) THAT SITE REGISTRATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE,
- (B) THE QUALITY OF ANY INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE OR YOUR REGISTRATION, OR
- (C) THAT ANY ERRORS IN THE SITE WILL BE CORRECTED.

YOU AGREE THAT NEITHER CNRL NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED. YOU AGREE THAT CNRL NOR ITS PROVIDERS SHALL BE RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OFFENSIVE, OR ILLEGAL CONTENT OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS.

CNRL AND ITS PROVIDERS DO NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM THE SITE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU DOWNLOAD ANY MATERIAL THROUGH THE USE OF THE SITE AT YOUR OWN RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CNRL OR THROUGH OR FROM THE SITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN RESPECT OF PERSONAL INJURY OR DEATH CAUSED DIRECTLY BY CNRL'S OR ITS SERVICE PROVIDERS' NEGLIGENCE, THE LIMIT OF CNRL'S (FOR AVOIDANCE OF DOUBT, INCLUDING ITS AFFILIATES, PROVIDERS, SUPPLIERS AND DEVELOPERS) LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY AND ALL CLAIMS CONCERNING PERFORMANCE OR NON-PERFORMANCE BY CNRL RELATED TO CNRL'S OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT, IN THE AGGREGATE, EXCEED CAD\$500.00 (FIVE HUNDRED CANADIAN DOLLARS). CNRL (INCLUDING ITS AFFILIATES, PROVIDERS, SUPPLIERS AND DEVELOPERS) SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE

LOSSES (EVEN IF CNRL OR ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RESULTING FROM OR IN ANY WAY CONNECTED WITH:

- (A) THE USE OR THE INABILITY TO USE, ANY DELAY IN, OR THE PERFORMANCE OF THE SITE;
- (B) THE COST OF PROCURING SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION, OR MESSAGES RECEIVED THROUGH OR FROM THE SITE;
- (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMITTED INFORMATION OR DATA;
- (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR
- (E) ANY AND ALL DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS; CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET CNRL SYSTEMS REQUIREMENTS
- (F) ANY OTHER MATTER RELATING TO THE SITE OR THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

YOU ACKNOWLEDGE THAT NO DEFENSE OR INDEMNITY OF ANY KIND IS PROVIDED HEREUNDER BY CNRL OR ITS PROVIDERS WITH RESPECT TO ANY CLAIM, DEMAND, CAUSE OF ACTION, COST, LOSS, DAMAGE, EXPENSE OR LIABILITY ARISING FROM OR BASED ON YOUR OR ANY THIRD PARTY'S USE OF OR INABILITY TO USE THE SITE.

THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF CNRL AND ITS AFFILIATES, PROVIDERS, AND SUPPLIERS AS WELL AS YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE AND YOUR AGREEMENT TO THESE PROVISIONS AND LIMITATIONS IS A MATERIAL INDUCEMENT TO CNRL TO ENTER INTO THIS AGREEMENT WITH YOU AND PROVIDE YOU ACCESS TO THE DOING BUSINESS WITH CANADIAN NATURAL SITE AND OTHER OFFERINGS PROVIDED BY CNRL THEREFROM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS AGREEMENT, YOUR EXCLUSIVE REMEDY IS TO STOP USING THE SITE.

Use and Validity of E-Mail Notices; E-mail Account

The Site is intended for business use only. By providing your e-mail address and other contact information to CNRL, you agree and provide your expressed consent that CNRL, its employees, contractors, its Service Providers and representatives may use such information to contact you either using electronic messaging or otherwise. You will accordingly accept and receive, all required notices and commercial electronic messages sent electronically, to that e-mail address or such other e-mail or other address as you designate. If you wish to receive notices at another address or in another manner, it is your responsibility to notify us of any updates or changes, as appropriate, by updating your profile and contact preferences. If you wish to stop receiving contacts from CNRL (and thereby cease participation in the prospective supplier Doing Business With Canadian Natural Site), you may delete your registration information at any time, or contact CNRL at Smsupportservices@cnrl.com.

Any legal notices by you to CNRL relating to this Agreement should be sent by you to CNRL by e-mail to the following address: Smsupportservices@cnrl.com.

Account Security

You are responsible for maintaining the privacy and security of your password and other security information. You are also responsible for maintaining the integrity of your hardware and operating system to prevent viruses, spyware or other malicious software from stealing your password information or data. CNRL and its Providers bear no responsibility for unauthorized access to your account as a result of your failure to follow appropriate security precautions.

If you should become aware of any unauthorized use of your account or user information, or if you otherwise believe that your account has been compromised, you agree to immediately notify CNRL by e-mail to: Smsupportservices@cnrl.com.

Your Data and Privacy

- The Site is intended for business use only. Individuals seeking employment with CNRL are expressly advised to access the CNRL. Com/Careers site for such purpose.
- The Doing Business with Canadian Natural Us Site is not intended for the collection of any personal information. Only business contact information should be provided via the Site, and only for the purposes of initiating a future commercial relationship. CNRL respects personal information and, to the extent such information may be submitted, CNRL undertakes to take commercially reasonable efforts to identify such information and periodically delete it or otherwise deal with in accordance with applicable privacy legislation as amended from time to time. You should be aware that we would disclose your personal information or business contact information in accordance with applicable law under the following circumstances:
 - If we are requested by the police or any regulatory or governmental authority investigating suspected illegal activities, or upon receipt of a court order, to provide your Personal Information and/or information concerning your activities while using the Web site; and
 - We reserve the right, in our reasonable discretion, to disclose details of your use of the Web site in relation to any, or any threatened, Court Proceedings in connection with your use, or the use of anyone under your control, of the Web site whether in connection with the matters set out in these Conditions or otherwise.

Termination

You agree that CNRL, in its sole discretion and without notice, may terminate your access to or use of the Site or any portion thereof, and remove and discard any content you have submitted to the Site, at any time and for any reason, including, without limitation, if CNRL believes that you have violated or acted inconsistently with this Agreement. CNRL may prohibit or restrict access to the Service to anyone at any time, with or without cause. CNRL may also in its sole discretion and at any time discontinue the Site, or any part of it, temporarily or permanently. You agree that neither CNRL nor its Providers shall be liable to you or any third party for any termination of your access to the Site or for any modification, suspension, or discontinuation.

Hypertext Links

The Site may contain links to other sites created and maintained by other organizations, whether Providers or not. The policies at other sites, which may be owned and operated by third parties, may be

different from this policy. Those third party sites' policies will govern the use of information you provide to them. CNRL and its Providers make no representations whatsoever about any other website that you may access through this Site. Links imply neither that CNRL nor its Providers are affiliated with or otherwise endorses any third parties nor that it is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo, or copyright symbol of CNRL or its Providers.

Governing law; Jurisdiction. The laws of the Province of Alberta and the federal laws of Canada applicable therein, govern this Agreement in all respects, without regard to the United Nations Convention on Contracts for the International Sale of Goods and any amendments thereto, the application of which is expressly excluded. Your conduct may be subject to other laws. You expressly agree that exclusive jurisdiction over any dispute arising from your use of the Site or the Service resides in the courts located in the Province of Alberta sitting in Calgary and courts competent to hear appeals therefrom. You further agree and expressly consent to the exercise of personal jurisdiction in the Province of Alberta in connection with any dispute or claim involving the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement and conditions, including this paragraph.

Indemnification. You hereby agree to indemnify, defend, and hold harmless CNRL and its officers, directors, shareholders, agents, subsidiaries, affiliates, customers, suppliers, Providers, and employees from and against all claims, demands, and damages (including actual and consequential), of every kind and nature whether known or unknown arising out of or relating to:

- (a) your posting of any content or information, or your use of, the Site in violation of this Agreement;
- (b) any other breach of this Agreement by you; or
- (c) your violation of any law or the rights of a third party.

Severability. It is the intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Agreement or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified deleted or interpreted in such a manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Agreement as modified, enforceable and the balance of this Agreement shall not be affected thereby, the balance being construed as severable and independent.

Injunctive Relief. You acknowledge that CNRL and its Providers will be irreparably harmed if your obligations under this Agreement are not specifically enforced and that it would not have an adequate remedy at law in the event of an actual or threatened violation by you of your obligations. Therefore, you agree that CNRL and its Providers will be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by you without the necessity of showing actual damages or that monetary damages would not afford an adequate remedy.

ENTIRE AGREEMENT. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND CNRL WITH RESPECT TO THIS SITE, AND SUPERSEDES ANY AND ALL PRIOR PROPOSALS, UNDERSTANDINGS, REPRESENTATIONS AND/OR AGREEMENTS, WHETHER ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES REGARDING ITS SUBJECT MATTER.

THIS AGREEMENT IS BINDING UPON AND SHALL INURE TO THE BENEFIT OF ALL PARTIES AND THEIR RESPECTIVE SUCCESSORS, HEIRS, EXECUTOR, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND PERMITTED ASSIGNS.

International Users

This Site is controlled, operated, and administered by CNRL from its offices within Canada. Access to the Site from territories where the Site's contents are illegal is prohibited. If you access this Site from locations outside of Canada, you are responsible for compliance with all local laws.

By accessing and using this Site you agree to this Agreement and you agree that your personal information may be stored and processed in Canada.

Should you have questions regarding this Agreement, you may contact CNRL at Smsupportservices@cnrl.com.