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("Saguaro")  
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Certain documents, records and information made available by Saguaro to Stakeholders are strictly confidential. "Confidential Information" means and includes all documents, records, data and information made available by Saguaro in the Investor Login portion of this Website, except such documents, records, data and information as may be or become, through no breach of this Agreement, publicly available. If you are a Stakeholder, you will be required to enter into and accept the terms and conditions of this Agreement by means of a click-through mechanism, and you specifically agree that you will maintain all Confidential Information in strict confidence, and that you will not publish, disclose, disseminate, copy or distribute any Confidential Information except as permitted in writing by Saguaro, and further that you will not use Confidential Information except for your own personal purposes.

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### **Application of Alberta Law**

Subject to the rights of Saguaro to seek equitable relief in any court of competent jurisdiction as provided in this Agreement, the laws of the province of Alberta, Canada, and the laws of Canada applicable in Alberta, will govern the interpretation, validity and effect of this Agreement. You irrevocably attorn to the non-exclusive jurisdiction of the courts of Alberta, sitting at Calgary, without regard to their conflicts of laws provisions. The foregoing will in all cases apply notwithstanding your physical location, jurisdiction, residence or domicile.



### **Disclaimers and Limitations**

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YOU AGREE THAT THE FOREGOING SHALL APPLY EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE OR IF SAGUARO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

YOU FURTHER AGREE THAT, IN ANY EVENT, THE TOTAL AGGREGATE DAMAGES FOR WHICH SAGUARO MAY BE LIABLE TO YOU WITH RESPECT TO OR ARISING OUT OF ANY OF THE FOREGOING, OR THE CONTENT, THE INFORMATION, THE STATEMENTS OR THE WEBSITE, OR ANY CLAIM OF ANY KIND ARISING UNDER THIS AGREEMENT OR OTHERWISE SHALL BE IN ALL CASES LIMITED TO A MAXIMUM SUM OF \$100.00 IN CANADIAN CURRENCY.

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Saguaro cannot ensure that an email or electronic message from you will not be intercepted or altered in transit, or that Saguaro will in fact receive it. If you wish to send information securely and confidentially to Saguaro, or if you wish to be sure that Saguaro responds to you, you will not use email or electronic messaging.

Any personal information sent by you to Saguaro will be considered to be provided with consent, and will be subject to our [General Privacy Policy](#).

### **Equitable Remedies**

In the event of any breach by you of this Agreement, and in addition to and not in substitution of any other right or remedy Saguaro may have, Saguaro shall have the right to seek equitable relief, including an injunction or order for specific performance, in any court of competent jurisdiction, without the necessity of proving that damages are not an adequate remedy or of posting any security or bond.

### **Changes to this Agreement**

You agree that Saguaro may modify or replace this Agreement at any time by posting the changed version on the Website, and, by doing so, Saguaro will be deemed to have provided you with good and sufficient notice of any and all such modifications or replacements. You agree that it is your responsibility to check for such changes each time you access or use the Website or the Information, and each such access or use will confirm your acceptance of this Agreement, including any changes made.

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Links to third party website contained in the Website are provided to you as a convenience only. Such links are accepted by you "as is", "where is" and "as available" and subject to the disclaimers and limitations set forth in this Agreement. Your use of such links will take you to websites that are controlled by third parties and not Saguaro, and that are subject to change at any time. Saguaro accepts no obligation to monitor or police such links, or to change or remove them should the content of any such third party linked website be unavailable or objectionable, or any liability should it not do so in a timely fashion or at all. You therefore access such third party websites solely at your own risk and agree that in no event shall Saguaro be liable for the contents of any such website, or for any reliance by you upon such website or use of its contents.