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The Website contains statements that constitute "forward-looking information" within the meaning of applicable securities legislation including statements that contain words such as "could", "should", "can", "anticipate", "estimate", "propose", "plan", "project", "continue", "expect", "believe", "will", "may" and similar expressions and statements that are not related to historical facts. In particular, these statements include, among other things, certain statements regarding Ferus' growth strategy; budgets; projected costs; capital expenditures; taxes; internal controls; dividend policy; future financial position; results of operations; plans and objectives; access to capital; sources of funding; business strategy; financial results; and future cash flows of Ferus.

You are cautioned not to place undue reliance on forward-looking information as there can be no assurance that the future circumstances, outcomes or results anticipated in or implied by such forward-looking information will occur or that plans, intentions or expectations upon which the forward-looking information is based will occur. By its nature, forward-looking information involves numerous assumptions, known and unknown risks and uncertainties, both general and specific, that contribute to the possibility that circumstances, events or outcomes anticipated or implied by forward-looking information will not occur, which may cause the actual performance and financial results in future periods to differ materially from the performance or results anticipated or implied by any such forward-looking information. Some of the risks and other factors which could cause results to differ materially from those expressed in the forward-looking information contained in this website include, but are not limited to: industry capacity; the impact of competitors; fuel costs; feedstock costs (including N<sub>2</sub> and CO<sub>2</sub>); the occurrence of defaults with respect to the credit Ferus issues; health, safety and environmental risks; cybersecurity; dependence on key suppliers; the availability of alternate non-liquid fuel technologies; the reliability of Ferus' electronic systems for recording of sales and accumulation of financial data; Ferus' dependence on qualified operating or management personnel and employees; weather; limited, unfavorable or no access to capital or credit markets; fluctuations in oil and gas prices, foreign currency exchange rates and interest rates; the outcome and effects of completed acquisitions, as well as any future acquisitions; the ability of Ferus to integrate any assets it has acquired or may acquire or the performance of those assets; the assumption of potential liabilities from acquisitions; risks of pending and future legal proceedings and the litigation process; changes in general economic and business conditions; the possibility that government policies or laws may change or governmental approvals may be delayed or withheld; the results of Ferus' risk mitigation strategies, including insurance and any hedging programs; budgets; effectiveness of internal controls; sources of funding and sales of securities of Ferus;

Ferus' ability to implement its business strategy; possible volatility of market price of Ferus' securities, the nature of Ferus' issued and outstanding securities; taxes, ability to achieve business objectives and challenges associated with the growth of the business; the stringent requirements of, and the potential for changes to, applicable environmental laws and other regulations affecting Ferus; the impact of leverage, restrictive covenants and capital requirements; limitations on bank borrowing; the investment eligibility of Ferus' securities; plans and objectives of or involving Ferus; and such other risks or factors described from time to time in the reports filed with securities regulatory authorities by Ferus.

Ferus cautions that the foregoing list of risks and uncertainties is not exhaustive. Additional information on these and other factors which could affect Ferus' operations or financial results are included in Ferus' filings made with applicable securities regulatory authorities, if any.

Undue reliance should not be placed on forward-looking information which is based on management's assumptions as at the date such information was provided and is subject to known and unknown risks and uncertainties, including the risks described above, which may cause actual performance and financial results in future periods to differ materially from any predictions of future performance or results expressed or implied by such future-looking information. Accordingly, you are cautioned that events or circumstances could cause results to differ materially from those predicted.

Forward-looking information is based on the estimates and opinions of Ferus' management at the time the statements are made in light of, and generally consistent with, its historical experience and its perception of historical trends, as well as certain expectations, generally consistent with, and informed by, its past experience, all of which are subject to the risk factors identified above. Ferus assumes no obligation to update forward-looking information should circumstances or management's estimates or opinions change, except as required by applicable law. The forward-looking information contained in the Website are expressly qualified by this cautionary statement.

## **5. PRIVACY**

Our privacy policy can be accessed at [www.ferus.com](http://www.ferus.com). We encourage you to review this document periodically.

## **6. CONTENT THAT YOU SHARE WITH US**

The Website may contain features that allow you to share your resume / CV and other personal information ("**Content**") with us. By doing so, you consent that we may use such Content for the purposes that it was provided to us (i.e. to evaluate your suitability for a position with Ferus). You also represent and warrant that you have all rights necessary to share the Content with us, and that the Content is free from viruses and other malware.

Please note that we do not solicit or encourage submissions of Content containing ideas or suggestions relating to the Website, or Ferus' business. If you send us any ideas or suggestions, regardless of the topic, we will have no obligations with respect to such ideas or suggestions and may use them for any purpose whatsoever.

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SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### **13. INDEMNIFICATION**

You agree to indemnify and hold Ferus and its officers, directors, shareholders, predecessors, successors, assigns, employees, and agents harmless against all claims or liability asserted against Ferus arising out of or in connection with any breach by you or anyone acting on your behalf of any of these Terms of Use.

### **14. GENERAL**

Ferus is headquartered in Alberta, Canada and the Website is controlled, operated and administered by Ferus from Alberta, Canada. The Website can be accessed from all provinces and territories of Canada, as well as from other countries around the world. As each of these jurisdictions has laws that may differ from those of Alberta, Canada, by accessing the Website, you acknowledge and agree that all matters relating to these Terms of Use and access to, or use of, the Website (including any of the materials or information contained therein), and the resolution of any dispute arising between the parties shall be governed and construed in accordance with the laws of the Province of Alberta and those of Canada applicable therein (without reference to conflicts of laws principles). You agree that any legal action or proceeding between you and Ferus which in any way concerns these Terms of Use or the use of the Website or any materials or information contained therein shall be brought exclusively in the courts in Alberta, Canada. Except where prohibited by applicable law, you agree to waive any right you may have to commence or participate in any class action against Ferus relating to any such dispute and you also agree to opt out of any class proceedings against Ferus. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction to obtain injunctive or other emergency or similar relief.

Ferus makes no representation that access to the Website or that the information contained therein is appropriate or

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Ferus' failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

If any provision or part thereof of these Terms of Use is wholly or partially unenforceable, the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof.

The parties have requested that these Terms of Use and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention, ainsi que tous les documents qui s'y rattachent, soient en anglais.

Sections 11 through 14 inclusive shall survive any termination, expiry or subsequent amendment of these Terms of Use.

**15. CONTACT INFORMATION:**

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