

1.0 CLIENT RESPONSIBILITIES: CLIENT shall take actions to support timely completion of the SERVICES.

1.1 CLIENT shall make available to Bellcor Engineering Inc. (Bellcor) all information relevant to the SERVICES. Unless confirmed by CLIENT in writing Bellcor shall not be entitled to rely upon the accuracy or completeness of any information furnished by CLIENT.

1.2 If CLIENT has knowledge of or suspects that hazardous materials may exist at any site at which the SERVICES are to be performed CLIENT shall promptly advise Bellcor in writing.

2.0 Bellcor RESPONSIBILITIES: Bellcor will perform the SERVICES in accordance with this AGREEMENT and with the standard of care usually practiced in the consulting profession at the same time and in the same locale that the SERVICES are rendered.

3.0 FIELD SERVICES: Any field services recommended by Bellcor are the minimum necessary, in the sole discretion of Bellcor, to observe whether the work of a contractor retained by CLIENT is being carried out in general conformity with the intent of the SERVICES. Any reduction from the level of field service recommended will result in Bellcor providing qualified certifications for the SERVICES. Bellcor shall not be responsible for how CLIENT or others build or carryout any work or services on the PROJECT.

4.0 JOBSITE SAFETY: Neither the professional activities of Bellcor nor the presence of Bellcor or its employees and subconsultants on site shall relieve CLIENT or its contractors or agents of their obligations with respect to job site safety. Subject only to applicable legislation Bellcor and its personnel have no authority to exercise any control over any other entities or the entities' employees with respect to their work or health or safety. Bellcor shall carry out its occupational health and safety obligations in accordance with applicable laws.

5.0 SUBCONSULTANTS: Provided CLIENT agrees, which agreement shall not be unreasonably withheld, Bellcor may, at its discretion and at any time, engage subconsultants to perform all or part of the SERVICES.

6.0 CHANGES TO THE SERVICES: This AGREEMENT may only be amended in writing signed by CLIENT and Bellcor. Such amendments may include, but shall not be limited to, changes in the SERVICES, fees, or schedule.

7.0 SUSPENSION OF SERVICES: If SERVICES are suspended by CLIENT for more than sixty (60) days, consecutive or in the aggregate, Bellcor shall be compensated for services performed and charges incurred prior to the suspension. If SERVICES are resumed CLIENT shall make an equitable adjustment to the schedule and fees to accommodate the cost to Bellcor from the suspension and the effect of the suspension on the timeline for completion of the SERVICES.

7.1 If CLIENT fails to make payments when due or is otherwise in breach of this AGREEMENT Bellcor may suspend performance of SERVICES upon ten (10) days' written notice to CLIENT. Bellcor shall have no liability to CLIENT for any costs or damages resulting from such suspension. Bellcor shall resume SERVICES upon: (a) payment in full by CLIENT; and (b) when the parties have agreed in writing to the adjustments to be made to the schedule and compensation for the SERVICES resulting from the suspension.

8.0 TERMINATION: Either party may terminate this AGREEMENT without cause upon seven (7) days' notice in writing.

8.1 If either party breaches this AGREEMENT, the other party may terminate this AGREEMENT if the breach has not been resolved after giving seven (7) days' written notice to remedy the breach. On termination of this AGREEMENT CLIENT shall pay Bellcor for the SERVICES performed to the date of termination in accordance with Article 10.0.

8.2 Bellcor may terminate this agreement upon notice in writing to CLIENT if: (a) CLIENT suspends SERVICES for more than ninety (90) days, consecutive or in the aggregate; or (b) there is non-payment of Bellcor's invoices as set out in Article 10.2.

9.0 DISPUTE RESOLUTION: The parties shall make reasonable efforts to informally settle any disputes and the parties agree to promptly disclose within five (5) days of being notified in writing of a dispute all relevant information for the purpose of facilitating the resolution without prejudice to other rights and remedies.

9.1 If the dispute cannot be resolved by negotiation either party may provide the other with written notice of its desire to have the dispute resolved by non-binding mediation on a without prejudice basis. The mediator shall be appointed by agreement or if the parties cannot agree by a court of law. In the event of mediation Bellcor shall be entitled to recover all associated costs from the client.

9.2 If the dispute cannot be resolved by mediation within thirty (30) days of the appointment of a mediator the parties may, upon mutual agreement, refer the dispute to binding arbitration, or, upon either party's election, seek relief in Court.

9.3 In the event of a dispute the Bellcor shall be entitled to recover from the client all costs incurred in enforcing this AGREEMENT and prosecuting and/or defending the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

10.0 PAYMENT: Invoices are payable in Canadian Dollars. Invoices are due and payable upon receipt. Payment shall be due regardless of any subsequent suspension or termination of this AGREEMENT.

10.1 If payment is not received within forty-five (45) days of the invoice date CLIENT shall pay Bellcor interest at the rate of 1.5% per month.

10.2 If any invoice remains unpaid for sixty (60) days or more from the date the invoice is issued Bellcor may give seven (7) days' written

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notice to CLIENT that Bellcor will stop rendering SERVICES. If within seven (7) days of delivery of the notice CLIENT has not paid Bellcor's invoice or Bellcor and CLIENT have not agreed on terms for payment Bellcor may stop rendering SERVICES and/or terminate this AGREEMENT and CLIENT shall have no claim whatsoever against Bellcor for any loss, cost, damage, or expense incurred or anticipated to be incurred by CLIENT as a result, including any indirect and consequential damages including but not limited to claims for loss of use, loss of profits and business interruption.

10.3 Payment to Bellcor shall not be withheld, postponed, or made contingent upon the construction, completion, or success of the PROJECT or upon receipt by CLIENT of offsetting reimbursements or credits from others unless agreed in writing by Bellcor.

10.4 If CLIENT disputes an invoice CLIENT shall immediately pay that portion of the invoice not in dispute in accordance with Article 10.0. CLIENT shall notify Bellcor in writing within ten (10) days of receipt of invoice of any portion of the invoice in dispute. Interest as set out in Article

10.1 shall be paid by CLIENT on all disputed invoice amounts subsequently resolved in Bellcor's favour.

11.0 LIMITATION OF LIABILITY: CLIENT releases Bellcor from any liability and agrees to defend, indemnify, and hold Bellcor harmless from any claims, damages, losses, and expenses, direct and indirect or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, except liability arising from the negligence or willful misconduct of Bellcor.

11.1 The maximum amount of all claims CLIENT may have against Bellcor under this AGREEMENT or arising from the SERVICES shall be strictly limited to the fees paid to Bellcor. No claim may be brought against Bellcor after the earlier of one (1) year after the cause of action arose or one (1) years from the date the SERVICES were performed. As CLIENT'S sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and asserted only against Bellcor and not against any of Bellcor's employees, officers, or directors.

11.2 In any event, Bellcor's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES. Bellcor shall bear no liability whatsoever for any consequential loss, injury or damage incurred by CLIENT, including but not limited to claims for loss of use, loss of profits and business interruption. In no event shall Bellcor be responsible for any costs to perform construction related to the SERVICES or to perform construction to add items that may have been omitted from the original design.

11.3 If for any reason Bellcor is not permitted to complete the SERVICES Bellcor shall not be responsible for the accuracy, completeness or constructability of the construction documents or other information prepared by Bellcor and CLIENT agrees to defend, indemnify and hold Bellcor harmless from any claims, damages, losses, and expenses, direct and indirect or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the change or completion by others of any construction documents or other information prepared by Bellcor.

12.0 GOVERNING LAW: This AGREEMENT shall be governed, construed, and enforced in accordance with the laws of Prince Edward Island.

13.0 NOTICES: All notices, consents, and approvals required to be given by either party shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, email or facsimile addressed to the address of the party as identified in this AGREEMENT.

14.0 DOCUMENTS: All documents prepared by Bellcor or on behalf of Bellcor in connection with the SERVICES are instruments of service for the execution of the PROJECT. Bellcor retains the property and copyright in these documents. These documents shall not be used on any other project or by other parties in relation to other work on the PROJECT without the written agreement of Bellcor.

15.0 CONFIDENTIALITY: The parties agree that any information obtained by Bellcor from CLIENT and by CLIENT from Bellcor shall be kept confidential.

16.0 ASSIGNMENT AND SUCCESSORS: Neither CLIENT nor Bellcor shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties, their executors, administrators, successors, and assigns.

17.0 ENTIRE AGREEMENT: This AGREEMENT constitutes the entire agreement between CLIENT and Bellcor relating to the SERVICES and supersedes all prior agreements between them. All schedules referred to in this AGREEMENT are incorporated herein by this reference.

18.0 SEVERABILITY: If any term or condition of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and Bellcor.

19.0 OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS

19.1 Deliverables: The Deliverables are the exclusive property of BELLCOR, whether any work with respect to the Project is executed or not. BELLCOR reserves the copyright therein and in any work which may be executed therefrom. The Client may keep a copy of the Deliverables for its records.

19.2 Intellectual Property Rights: BELLCOR retains ownership of all patents, trademarks, copyrights, industrial or other intellectual property rights or from concepts, products or processes which are developed by BELLCOR in performing the Services. The Client shall not use, infringe or appropriate such proprietary rights without the prior consent of and compensation to BELLCOR.

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19.3 Withholding of Deliverables: Notwithstanding anything to the contrary contained in the Agreement, in the event the Client is in default under the terms of the Agreement, including failure to make any payment when due, BELLCOR may withhold all Deliverables until the Client has cured such default.

19.4 Documents of the Client: BELLCOR may keep, for its records, a copy of any document provided by the Client in connection with the Services.

20.0 Hazardous Substances: BELLCOR shall not be responsible for the identification, reporting, analysis, evaluation, presence, handling, removal, or disposal of Hazardous Substances at or adjacent to the Site, unless otherwise specified in the Agreement, or for the exposure of Persons, property or the environment to Hazardous Substances at or adjacent to the Site.

21.0 Quotation: A quote is valid for only 30 days after the date of issue and is subject to approval of the Customer's credit by the Company. A quote is accepted upon submission by the Company to the Customer of a written acceptance or by commencement of performance of services by the Company. Despite such acceptance and/or approval, if in the Company's judgment the Customer's financial condition does not at any time warrant the continuation of services the Company reserves the right to require payment in advance.

Company Name (or Customer): _____

PO Number (or Project Name): _____

Date: _____

Signature: _____

Name (printed) _____

Position: _____