

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions are the conditions upon which KBL Corporation (“KBL”) is prepared to provide Services to the Company and, unless there is a valid contract between the Parties, these General Terms and Conditions shall govern the provision of Services to the Company.

### 1. General Provisions

#### 1.1 Definitions.

The following terms shall have the meanings indicated unless the context otherwise requires:

- (a) **“Agreement”** means and is comprised of: (i) the Quote; (ii) these General Terms and Conditions; (iii) the Schedules hereto, as applicable; (iv) each Service Order, as applicable; and (v) any applicable change orders.
- (b) **“Applicable Laws”** means all applicable statutes, rules, regulations, ordinances, requirements, judgments, decrees, and orders of each federal, provincial, and local governmental authority, agency, or court including any and all laws, regulations, rules, orders, ordinances, requirements or determinations of any governmental authority (including court rulings establishing common law liability) pertaining to the presence or release of environmental contaminants (including any Hazardous Waste), or relating to natural resources (including any protected species) or the environment (including the air, water, surface or subsurface of the ground) as same are in effect at any time.
- (c) **“Claim”** means any action, injury, claim, liability, suit, proceeding, loss, damage, demand, penalty, fine, expense (including legal fees on a solicitor and own client basis), cost, obligation, judgment, cause of action, and premium of every kind and nature whatsoever.
- (d) **“Company”** means the person identified as the customer on the cover page of the Quote.
- (e) **“Company Indemnified Persons”** means Company, its affiliates, and its and their directors, officers, employees, consultants, subcontractors, agents and representatives.
- (f) **“Confidential Information”** means all technical, commercial or other information or materials, and all documents and other tangible items which record information, whether on paper, in computer readable format or otherwise, relating to the disclosing Party’s business, including business plans, property, ways of doing business or business results or prospects, the terms and negotiations of this Agreement, proprietary software and business records.
- (g) **“Default”** has the meaning set out in Article 15.
- (h) **“Effective Date”** means the commencement date of the Agreement as set forth on the cover page of the Quote.
- (i) **“Equipment”** means all equipment, supplies, materials, apparatus and machinery used or provided by KBL (including all associated repair and maintenance services) in the performance of the Services where title does not transfer to the Company.
- (j) **“Expiry Date”** means the completion date of the Agreement as set forth on the cover page of the Quote.
- (k) **“Facility”** means any site, including facility offices, owned, leased, and/or operated by KBL.
- (l) **“Force Majeure”** means an event or circumstance beyond a Party’s reasonable control, does not arise by reason of the negligence or default of such Party and which such Party could not reasonably foresee, prevent or overcome, but does not include labour disturbances, stoppages, strikes, lock-outs or other industrial actions.
- (m) **“General Terms and Conditions”** means these terms and conditions, as amended by KBL from time to time and posted to KBL’s website.

- (n) **"Party"** means either Company or KBL, as the context may require, and **"Parties"** means both of them.
- (o) **"Performance Assurance"** has the meaning set out in Article 14.
- (p) **"Quote"** means the quotation or proposal, including any Rate, provided to Company for the provision of Services by KBL.
- (q) **"Rates"** means the rates as negotiated by both Parties and included in the Quote or, if not specified in the Quote, KBL's published book rates for Services (subject to amendment in accordance with Article 4).
- (r) **"Representative"** means a representative of a Party who is authorized to bind such Party to this Agreement or any other document on behalf of the Party.
- (s) **"Schedule"** means a schedule appended to and made part of this Agreement as applicable to the Services and outlined in Section 1.2.
- (t) **"Services"** means all services, including rental equipment, provided to Company by KBL.
- (u) **"Service Order"** means a purchase order, work order, and/or authorization for the request of Services issued under this Agreement by Company to KBL and any applicable change order thereto.
- (v) **"KBL"** means KBL Corporation Ltd., having an office located at 3909, 68 Avenue, Leduc, AB T9E 0Z4.
- (w) **"KBL Affiliates"** means KBL Corporation subsidiaries, KBL Projects Ltd., KBL Environmental Ltd., and KBL Logistics Ltd, any joint ventures, or any subsidiary of the aforementioned entities.
- (x) **"KBL Indemnified Persons"** means KBL, KBL Affiliates, and its and their directors, officers, employees, consultants, subcontractors, agents and representatives.

**1.2 Schedules.** Attached to and forming part of this Agreement, as applicable to the specific Services, is Schedule A – Waste Services, Schedule B – Consulting Services.

**1.3 Order of Precedence.** In the event of any conflict among these General Terms and Conditions, the Schedules and any attachments thereto, the Quote, any Service Order, or any other document issued as part of the Agreement, the various contract documents shall be given priority in the following order:

- (a) these General Terms and Conditions;
- (b) Schedules, if applicable to the Services;
- (c) a change order, if any;
- (d) the Quote; and
- (e) a Service Order, if any.

**1.4 Interpretation.** In this Agreement, unless the context otherwise requires:

- (a) the headings in this Agreement are included for convenience and do not affect the construction or interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa and words importing a gender include each gender;
- (c) references to "includes" or "including" means "including, without limitation"; and
- (d) all monetary amounts refer to Canadian dollars unless otherwise specifically stated.

**2. Independent Contractor.** KBL is an independent contractor and shall not hold itself out as Company's agent or representative. This Agreement will not be construed to create, does not create, nor is it evidence of an employee-employer relationship, association, partnership or joint enterprise of any kind. Services shall be provided at KBL's discretion.

3. **Warranty.** KBL will use the degree of care and skill in the performance of the Services as that required by the applicable governmental authorities. No other warranty or guarantee expressed, implied or statutory is made or intended by this Agreement.
4. **Rates.** KBL may from time to time revise its Rates to account for: (i) any increase in disposal, fuel or transportation costs or change in location of disposal; (b) increased costs due to circumstances outside of KBL's control, including repacking and transportation, changes in Applicable Laws, imposition of taxes, fees or surcharges, or the closure or maintenance of roads necessary to provide the Services.
5. **Rental Equipment.** At all times title to rental Equipment, remains with KBL and the Company takes care, custody and control while the rental Equipment is in its possession. The Company acknowledges that it is renting the rental Equipment only and agrees to provide and pay for skilled and competent operators, if required, and all necessary grease, lubrication, maintenance and repairs required for the proper operation of the rental Equipment and to ensure the rental Equipment is returned in clean condition and good repair, reasonable wear and tear excepted. The Company further acknowledges that the rental Equipment is provided by KBL without any representation or warranty whatsoever and that the Company has inspected the rental Equipment and accepts the rental Equipment in its present condition. The Company shall be responsible for and agrees to pay KBL for replacing or repairing any damage to the rental Equipment.
6. **Liability and Indemnity**
  - 6.1 **Indemnification by Company.** The Company shall be liable for and indemnify and save and hold harmless KBL Indemnified Persons from and against any and all Claims that may be asserted or brought against, or suffered or incurred by the KBL Indemnified Persons for or in respect of, or arising in any way whatsoever, out of the acts or omissions of the Company, its affiliates, and its and their directors, officers, employees, consultants, subcontractors, agents and representatives, including the provision of Non-Conforming Waste.
  - 6.2 **Indemnification by KBL.** KBL shall be liable for and indemnify and save and hold harmless Company Indemnified Persons from and against any and all Claims that may be asserted or brought against, or suffered or incurred by the Company Indemnified Persons for or in respect of, or arising in any way whatsoever, out of the acts or omissions of KBL, KBL Affiliates, and its and their directors, officers, employees, consultants, subcontractors, agents and representatives.
  - 6.3 **Limitation of Liability.** Neither Party shall be liable to compensate or indemnify the other Party for any indirect or consequential damages (including special, punitive or exemplary damages), lost profits, or loss of opportunity, whether or not such losses were foreseeable at the time of entering into this Agreement. Notwithstanding the foregoing, a Party's liability shall not be limited for the following matters: (i) any third party claims; or (ii) any liability, damages, or costs suffered or incurred by a Party arising out of the gross negligence or willful misconduct of the other Party, its affiliates, and its and their directors, officers, employees, consultants, subcontractors, agents and representatives.
7. **Financial Assurance.** The Company shall, at the request of KBL, furnish to KBL reasonable evidence that financial arrangements have been made to fulfill the Company's obligations under this Agreement. A credit application is required:
  - (a) for all new customers prior to the performance of Services;
  - (b) on an annual basis; and
  - (c) if the Company's credit rating is downgraded.

## **8. Remuneration and Payment.**

- 8.1 Company's Obligations.** The Company shall pay for the Services furnished by KBL in accordance with the Rates. Within 14 days of KBL's request, the Company shall provide KBL with all applicable information and coding which KBL must include on the invoice such as: (i) Company's legal entity name ("bill-to"); (ii) Company location/property/UWI/lease name; (iii) project name and/or number; (iv) Service Order number (where applicable); (v) AFE number; (vi) cost center; (vii) account code; (viii) account major/minor code; and (ix) any other required coding. If the Company fails to provide the requested information and coding in accordance with the foregoing, KBL shall deem the invoice complete and issue the invoice to the Company, and the Company shall not object to the invoice on the basis that it lacks the appropriate information and coding.
- 8.2 Deemed Approval.** Where applicable, all coding and/or approval to be provided by the Company Representative must be received within 14 days of KBL's request for such coding and/or approval. On the 15th day following KBL's request, the coding and/or approval shall be deemed to have been received and KBL shall invoice Company in accordance with the Agreement.
- 8.3 Invoice Submission.** KBL shall prepare and submit to Company an itemized invoice for the Services rendered by KBL along with all relevant supporting documents upon the earlier of: (i) 30 days after the end of each calendar month in which Services are provided; or (ii) completion of the Services. The invoice shall include: (a) KBL's legal entity name, address and telephone number; (b) invoice number and date of invoice; (c) KBL's applicable taxation registration number(s); (d) Company Service Order number (where applicable); (e) an itemization of the Services provided; (f) the total invoice amount; and (g) the applicable taxation rate and total taxation amount.
- 8.4 Invoice Payment.** The Company shall pay each invoice within 30 days from the date of the invoice. Payment remittance shall be made to KBL's address as it appears on the invoice. Overdue amounts are subject to interest calculated daily at 2% per month from the 31st day after the date of the invoice until payment is received by KBL. For any amounts disputed by the Company in good faith, the Company is required to provide KBL with written notice within 7 days after receipt of the invoice, and the disputed amount may be held back from KBL until resolution. For all undisputed amounts and any amounts that were the subject of a resolved dispute, should the Company delay payment for more than 60 days, all outstanding amounts shall immediately become due and owing and KBL reserves the right, in its sole discretion, to demand payment prior to performing any further Services, suspend the Services, or terminate this Agreement without notice. In the event that KBL terminates this Agreement in accordance with the foregoing, KBL shall be entitled to recover any Equipment on the Company's premises and recover payment for all Services performed to date and any other reasonable costs, including costs incurred to enforce its rights.
- 8.5 Taxes.** Rates for the Services do not include any amounts payable by Company for the goods and services tax or harmonized sales tax (collectively, "GST") or any similar or replacement value added or sales or use tax enacted, or any provincial sales tax ("PST") imposed by a province. Company shall pay to KBL the amount of the GST and PST payable on the Services in addition to all other amounts payable under this Agreement. Company and KBL shall provide each other with the information required to make such GST or PST remittance or claim any corresponding input tax credits, including GST and PST registration numbers.
- 8.6 Set-Off.** KBL or KBL Affiliates shall have the right to set-off all or any part of an amount owing to KBL or KBL Affiliates, against payment of any amount owing to the Company or the Company's affiliates by KBL or KBL Affiliates under this Agreement or any other agreement.

9. **Compliance.** Each Party shall comply with the requirements of all Applicable Laws. Both Parties shall ensure that all Waste is packaged and transported in accordance with all Applicable Laws. If KBL is delayed in the performance of the Services for reasons caused by the Company including, but not limited to, stand-by time due to repacking Waste or incorrect paperwork, and/or any other reason outside KBL's control, additional fees as per KBL's published book rates may be charged to the Company. Facility access will be weather permitting.
10. **Incident Notification.** The Company shall immediately report to KBL all written or verbal communications, including inspections, infractions, violations, orders, notifications, advice from government or regulatory bodies and all incidents, injuries, damage and losses arising out of or incidental to the provision of the Services.
11. **Safety.** Company shall observe KBL's policies regarding health, safety, security and environment, and take reasonable precautions, as prescribed by KBL, for the health, safety, and security of KBL's personnel and Equipment. KBL shall make such policies readily available to the Company and its personnel, whether at the Facility, on its website or otherwise. In the case of KBL entering a site owned or operated by the Company, KBL shall observe the Company's policies regarding health, safety, security and environment, as made available to KBL.
12. **Confidential Information.** All Confidential Information obtained by Company or KBL from the other Party related to or resulting from the provision of Services will not be divulged to any third party by the recipient Party without the prior written consent of the disclosing Party. This Article 12 will not apply to any part of Confidential Information which:
  - (a) is generally available to the public or subsequently enters the public domain through no fault of the recipient Party;
  - (b) was received by the recipient Party without obligation of confidence from a third party who the recipient Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence;
  - (c) was developed and applied by the recipient Party using only their knowledge and resources or using the knowledge and resources of a third party not connected with or under an obligation of confidentiality in relation to the Confidential Information of the other Party; or
  - (d) is subject to a legal obligation of disclosure.

Notwithstanding the foregoing, if the Parties have executed a separate confidentiality or non-disclosure agreement, such agreement shall prevail in respect of the treatment of Confidential Information.
13. **Dispute Resolution.** If a dispute arises with respect to the interpretation or performance of, or the relationship created by, all or any part of this Agreement, the Parties shall attempt in good faith to resolve the dispute commencing at the authorized Representative level. Failing resolution at such level, the Parties shall escalate the dispute to senior management of both Parties to be resolved through negotiation on a good faith basis. Neither Party will commence litigation unless and until the dispute is not resolved within 30 days of being escalated to senior management. Any dispute (other than litigation which has been commenced), negotiations, mediation and arbitration proceedings between the Parties shall be deemed to be Confidential Information.
14. **Performance Assurance.** Should KBL reasonably believe it necessary to assure payment or performance of this Agreement, KBL may at any time require, by written notice to the Company, advance cash payment or satisfactory security in the form of a letter or letters of credit or guarantee, in a form and as applicable, from a bank acceptable to KBL ("Performance Assurance").

- 15. Default.** The occurrence of any of the following events or conditions shall constitute a default under the Agreement: (i) the Company fails to make payment when due in accordance with Section 8.4 and such non-payment continues for a period of more than 60 days; (ii) the Company fails to provide Performance Assurance when requested by KBL; (iii) a Party is in breach or default of any material requirement of this Agreement and such breach or default continues for a period of 10 business days after the non-defaulting Party delivers notice to the defaulting Party reasonably detailing the nature of the breach or default; or (iv) a Party is dissolved (other than pursuant to a consolidation, amalgamation, or merger), becomes insolvent or is unable to pay its debts or fails to pay its debts, makes a general assignment, arrangement or composition with or for the benefit of its creditors, institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, monitor or other similar official for all or substantially all of its assets (each, a "Default"). If a Party is in Default under this Agreement, the non-defaulting Party may do any one or more of the following:
- (a) suspend this Agreement, with immediate effect, by giving notice to the defaulting Party;
  - (b) terminate this Agreement, with immediate effect, by giving notice to the defaulting Party and KBL shall be entitled to recover any Equipment on the Company's premises, and recover payment for all Services performed to date and any other reasonable costs, including costs incurred to enforce its rights;
  - (c) claim damages occasioned by the breach or default or other relief;
  - (d) if the Company is in Default, KBL may refuse to provide further Services, in whole or in part, without liability to the Company;
  - (e) if KBL is in Default, the Company may refuse to accept further Services, in whole or in part, without liability to KBL except in respect of Services already performed;
  - (f) if the Company is in Default pursuant to (i) or (ii) above, KBL shall be entitled to take in kind any crude oil, condensate and/or feedstock volumes directly or indirectly delivered to a KBL facility, even if such volumes have been allocated to a third party, and the Company shall not object to or otherwise seek to prevent KBL from taking such action.

The rights and remedies provided in this Article 15 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- 16. Governing Law.** The laws applicable in the Province of Alberta govern this Agreement and any actions initiated by either Party, without giving effect to any choice or conflict of law principles that may direct the application of the law or rules of another jurisdiction. The Parties hereby accept and irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta.
- 17. Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement will not be construed as a waiver of any subsequent breach or violation. None of the provisions of this Agreement will be considered as waived by either Party unless the same is done in writing and agreed to by the waiving Party.
- 18. Entire Agreement.** Other than the credit agreement submitted by the Company and any applicable valid confidentiality or non-disclosure agreement between the Parties, this Agreement constitutes the entire agreement between the Company and KBL relating to the subject matter hereof, and there are no oral statements, representations, warranties, undertakings except as specifically set forth or incorporated herein. Company understands that any terms and conditions issued with a Service Order to KBL for Services will be null and void, and these General Terms and Conditions will govern the Agreement. Except as provided herein, no amendment to this Agreement will be binding upon the Parties unless it is in writing and duly executed by each of the Parties.

19. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.
20. **Force Majeure.** If either Party is delayed in or prevented from carrying out any of its obligations under this Agreement due to Force Majeure, that Party shall be excused from performance of such obligation for as long as and to the extent that the prevention or delay lasts (excluding the cost of all Equipment rental charges). This is provided that the Party affected gives the other as much advance notice of such circumstances as is practicable, uses all reasonable endeavors to minimize the effect of such Force Majeure and resume its obligations hereunder, and in any event shall have notified the other in writing within 7 days of discovery of such circumstances, identifying the same and indicating the anticipated period and Services (if applicable) affected. A Party affected by such circumstances shall use all reasonable endeavours to minimize the extent and duration of their effect on this Agreement. For clarity, lack of funds or inability to pay shall not be considered an event of Force Majeure.
21. **Notices.** Any notice or other communication to be given under this Agreement shall:
- (a) be in English and in writing;
  - (b) be delivered by hand, email, or sent by pre-paid courier; and
  - (c) be deemed to have been received, if delivered by hand or courier, on the date of delivery, and if by email, then on the next business day after confirmed sending of the email.

The provisions of this Article shall not apply in relation to the Service of any document in connection with litigation proceedings, suits or actions.

22. **Assignment.** Neither Party may assign or transfer any or all of its rights or obligations under this Agreement, in whole or in part, to a third party without the prior written consent of the other Party, and which consent shall not be unreasonably withheld, provided however, that KBL may without such consent, assign any of its rights and/or obligations under the Agreement in whole or in part to any affiliate of KBL, as defined in the *Alberta Business Corporations Act*.
23. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties together with their respective heirs, executors, administrators, successors, and permitted assigns.
24. **Counterparts.** This Agreement may be executed may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be executed with signatures transmitted and received via electronic means and all signatures received via electronic means shall be treated for all purposes of the Agreement as original signatures and shall be deemed valid, binding and enforceable by and against both Parties.
25. **Intellectual Property and SR&ED**
- 25.1 **Pre-Existing Intellectual Property.** Each Party shall retain all rights, title, and interest in and to any intellectual property, know-how, trade secrets, methodologies, or processes developed or owned by that Party prior to the Effective Date of this Agreement or developed independently of the Services ("Pre-Existing IP"). Nothing in this Agreement shall be construed as transferring ownership of such Pre-Existing IP.

- 25.2 **Developed Intellectual Property.** All intellectual property, data, reports, designs, analyses, software,

methodologies, processes, inventions, or other materials conceived, created, or first reduced to practice by KBL in the performance of the Services (“Developed IP”) shall be and remain the sole and exclusive property of KBL, unless otherwise agreed in writing by the Parties. The Company shall have a limited, non-exclusive, non-transferable license to use such Developed IP solely for its internal business purposes in connection with the Services.

- 25.3 Scientific Research & Experimental Development (SR&ED).** Any activities conducted by KBL under this Agreement that meet the four eligibility criteria for SR&ED under the Canadian Income Tax Act (scientific or technological advancement, technological uncertainty, systematic investigation, and scientific content) shall be deemed to be performed by KBL, and any related SR&ED tax credits, refunds, or incentives shall accrue exclusively to KBL. The Company shall not assert any ownership or entitlement to such SR&ED benefits.
- 25.4 No Implied Rights.** Except as expressly set out in this Agreement, no rights or licenses to use, reproduce, modify, distribute, or create derivative works of any intellectual property of either Party are granted, whether by implication, estoppel, or otherwise.
- 25.5 Survival.** The provisions of this Article shall survive expiry or termination of this Agreement.

## SCHEDULE A – WASTE SERVICES

This Schedule A applies to all or any of the containment, collection, transportation, handling, processing, recycling and disposal of containerized or bulk Waste by KBL. This includes the processing of wastes at KBL's Facilities.

### 1. Definitions

The following terms shall have the meanings indicated unless the context otherwise requires:

- (a) **“Generator”** shall mean the Company and/or third party responsible for the generation of Waste who transports it elsewhere for storage, treatment, recycling or disposal.
- (b) **“Hazardous Waste”** means Waste that shows properties associated with dangerous goods and is designated as any of classes 2 to 9 in accordance with the *Transportation of Dangerous Goods Act, 1992* (1992, c.34), as amended, and Applicable Laws.
- (c) **“Non-Conforming Waste”** means any waste (or part thereof) provided by Company that: (i) is not properly identified to KBL; (ii) materially varies from the characterization or classification provided by the Company to KBL; or (iii) requires services which KBL's Facility is not permitted to provide, or is otherwise prohibited from being received, managed, processed, treated or disposed of at KBL's Facility by Applicable Laws.
- (d) **“Waste”** means (i) any stream of hazardous and non-hazardous by-product material produced in oil and gas exploration and production activities in solid, liquid or other form; (ii) any unwanted product, substance or organism or a mixture of products, substances or organisms that result from the operations, construction or reclamation at a Company site; or (iii) Hazardous Waste, that meets the acceptance criteria of the applicable Facility in accordance with Applicable Laws.

### 2. Waste Classification and Ownership

- 2.1 Accuracy of Waste Characterization.** The Company is responsible as the Generator of the Waste to provide KBL with the characteristics and proper classification of the Waste to be disposed at the Facility. The Company hereby certifies that all Waste complies with all Applicable Laws relating to the transportation, reporting, and disposal of Waste, and is acceptable material for the Facility. Except as otherwise required by Applicable Laws, KBL shall not take title to or accept ownership of the Waste or any Non-Conforming Waste. The Company shall indemnify KBL for any inaccuracy, mistake or untruthfulness in the information provided by Company in respect to the Waste in accordance with Article 6 of the General Terms and Conditions.
- 2.2 Non-Conforming Waste.** KBL shall have the right to reject any Non-Conforming Waste or portion thereof. In the event that Non-Conforming Waste is identified, KBL shall promptly notify Contractor of the non-conformance. If KBL determines that the Non-conforming Waste can still be accepted, then: (i) the Parties shall in good faith, amend the Waste documentation to provide for the lawful performance of Services of the permitted Non-Conforming Waste; (ii) KBL shall perform the Services as it relates to the permitted Non-Conforming Waste and such permitted Non-Conforming Waste shall be deemed accepted by KBL; and (iii) the Parties shall in good faith negotiate any change to the Rates for the Services for such permitted Non-Conforming Waste. If KBL determines that the Non-Conforming Waste cannot be accepted (**“Rejected Non-Conforming Waste”**), then: (iv) KBL shall provide Company with a notice of rejection; (v) Company, at its sole expense, shall make arrangements for the removal of the rejected Non-Conforming Waste within 7 days after receipt of KBL's notice of rejection; (vi) Upon loading of the rejected Non-Conforming Waste onto Company's vehicle, care, custody, control and risk of loss, with respect to such rejected Non-Conforming Waste shall pass from KBL to Company; and (vii)

Company shall compensate KBL for its reasonable expenses and charges for handling and storing the rejected Non-Conforming Waste until such a time that rejected Non-Conforming Waste is removed from the Facility. The Company shall be liable to and, as a separate covenant, agrees to indemnify and hold harmless KBL from and against any and all Claims of every kind and nature arising out of or connected with damage to property, Equipment, personal injury or death in any manner incident to, connected with, or arising out of the provision of Non-Conforming Waste by Company.

### **3. Labour, Equipment and Transportation**

#### **3.1 Personnel**

- (a) Personnel overtime charges are based on provincial labour regulations.
- (b) Personnel time will be invoiced from portal to portal.
- (c) A minimum charge of 4 hours per person applies to each call-out regardless of execution or completion of the Services.
- (d) A minimum charge of 8 hours per person applies to each field service job that is longer than 1 day.
- (e) Overtime rates apply to after-hours service call-outs. The hours between 6:00 p.m. and 6:00 a.m. local time where the Services are provided shall be deemed as after-hours.

#### **3.2 Equipment**

- (a) Containers must be clean, undamaged and in good working order, as determined by KBL, prior to being transported off Company's site. Containers will be inspected by KBL and, if required, additional charges for cleaning, repairing, servicing, supplies, third-party service charges, and/or exceedance of safety weight rating of Containers will be invoiced to Company.
- (b) Containers shall only be serviced and transported by KBL, unless otherwise agreed in writing by the Parties.
- (c) Mobilization and/or demobilization of Containers to Company's site may be subject to hot-shot delivery charges.
- (d) Bin repair and/or rental Rates will apply while bin is out of service.

#### **3.3 Transportation**

- (a) Unless otherwise noted, the transportation rate includes the operator. Overtime charges apply to the operator in accordance with Section 1.1(a) of this Schedule A.
- (b) The stand-by rate applies to any time spent on site in excess of 30 minutes per location. Circumstances under which stand-by rates may be incurred include, but are not limited to, time spent on site for: (i) Company and/or site orientation; (ii) safety orientation, training and/or meetings; (iii) repacking non-compliant Waste; (iv) clean-up of Waste scattered near containers; (v) delays due to road and/or site conditions. The stand-by rate applies to every type of transportation vehicle.
- (c) The unit rate for each type of transportation vehicle applies, but is not limited to, hot-shot, emergency and unscheduled call-outs.

### **4. Additional Charges**

#### **4.1 Miscellaneous**

- (a) Unless otherwise agreed in writing, Services provided by KBL may be subject to a recovery surcharge. The surcharge will be itemized on the invoice and is subject to applicable taxes.
- (b) Except as otherwise specified herein, a minimum charge applies to every invoice.
- (c) Third party charges are subject to a percentage mark-up for materials and services provided by KBL's supplier or subcontractor.
- (d) A pre-printed manifest/documentation charge applies if the Services are not managed by KBL.

- (e) A manifest charge applies to Services provided by KBL.

#### **4.2 Waste Disposal**

- (a) EH&S surcharges for Non-Conforming Waste
  - (i) The surcharge(s) for noxious/bio-hazardous Non-Conforming Waste may escalate per occurrence.
  - (ii) Refer to TDG Clear Language Regulations for container safety weight rating.
- (b) Batteries
  - (i) Containers received containing more than one type of battery will subject to sorting surcharges.
- (c) Spin-on filters
  - (i) Only containers holding segregated spin-on filter Waste will be eligible for recycling credits.
  - (ii) Recycling credits may be provided to Company but will not exceed the disposal Rate per container size in which the Waste was received.
- (d) Grease and pigging wax
  - (i) Containers received without liners will be subject to a surcharge for cleaning and/or replacement cost of the bin.
- (e) Asbestos
  - (i) Improperly packaged asbestos will be subject to a surcharge.
- (f) Light bulbs and tubes
  - (i) Broken bulbs and tubes will be subject to a surcharge.

## **SCHEDULE B – CONSULTING SERVICES**

This Schedule C applies to all consulting services provided by KBL.

### **1. Scope of work**

- (a) The scope of work shall include all services provided by Consultant which are reasonably necessary and appropriate for the effective and prompt fulfillment of Consultant's obligations under the Agreement.
- (b) It is understood that the Scope of Work defined in the Proposal is based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the Scope of Work may change, even as the work is in progress. In addition, Client may request additional services which will constitute a change in Scope of Work. When a change in the Scope of Work is necessary, a written amendment to the Agreement shall be executed by Client and KBL prior to KBL commencing the change in the work or services. If KBL believes an immediate change is necessary to protect human health or the environment, a written amendment incorporating the change shall be made as soon as is practicable, and Client's consent to such amendments shall not be unreasonably withheld.
- (c) KBL shall obtain and maintain all permits, licenses or other approvals necessary to perform the Scope of Work, and upon request shall furnish copies of the same to Client.
- (d) In all matters relating to the performance of this Agreement, KBL is and shall remain an independent contractor.

### **2. Labour, Equipment and Transportation**

#### **2.1 Personnel**

- (a) Personnel overtime charges are based on provincial labour regulations.
- (b) Personnel time will be invoiced from portal to portal.
- (c) A minimum charge of 4 hours per person applies to each call-out regardless of execution or completion of the Services.
- (d) A minimum charge of 8 hours per person applies to each field service job that is longer than 1 day.
- (e) Overtime rates apply to after-hours service call-outs. The hours between 6:00 p.m. and 6:00 a.m. local time where the Services are provided shall be deemed as after-hours.

### **3. Additional Charges**

- (a) Unless otherwise agreed in writing, Services provided by KBL may be subject to a recovery surcharge. The surcharge will be itemized on the invoice and is subject to applicable taxes.
- (g) Except as otherwise specified herein, a minimum charge applies to every invoice.
- (h) Third party charges are subject to a percentage mark-up for materials and services provided by KBL's supplier or subcontractor.
- (i) A pre-printed manifest/documentation charge applies if the Services are not managed by KBL.
- (j) A manifest charge applies to Services provided by KBL.

### **4. Right of Entry**

- (a) If the services to be performed under the Scope of Work are to be performed on property controlled by Company, Company hereby grants KBL and its subcontractors the right to enter from time to time in order for KBL to fulfill the Scope of Work. Company understands that even though KBL will take reasonable measures to return the property to the condition it was in before KBL commenced its activities, the use of sampling and exploration equipment may cause some damage which cannot be fully corrected. Company also understands that the discovery of certain hazardous substances and conditions and/or the taking preventive measures relative to these substances and conditions may result in a reduction of the value of the property upon which the substance or condition is found to exist or the preventive measures are

taken. Accordingly, Company waives any claim against KBL and its subcontractors and agrees to defend, indemnify and hold KBL and its subcontractors harmless from any claim based upon the diminished value of real property allegedly arising from the discovery of a hazardous substance or condition or the taking of a preventive measure, unless such claim is based upon the negligent performance of services under the Scope of Work.

- (b) If the services to be performed under the Scope of Work are to be performed on property controlled by Company, Company shall notify KBL of the existence of any subterranean structures (pipes, tanks, cables, or other utilities, etc.) and KBL shall not be liable for damage or injury arising from damage to subterranean structures which are not called to KBL's attention. If KBL is required to locate subterranean structures on property controlled by Company, this service will be specifically stated in the Scope of Work.
- (c) If the Scope of Work is to be performed on property which is not controlled by Company, Company agrees to obtain permission from the party controlling the property to KBL's entry and the performance of the Scope of Work. Unless otherwise specified in the Scope of Work, it shall be assumed that Company does not know the location of any subterranean structures (pipes, tanks, cables, or other utilities, etc.) and it shall be KBL's obligation to ascertain such knowledge.
- (d) KBL agrees to schedule its activities to minimize interference with the on-going operations and activities of Company or any third party whose property may be the subject of the Scope of Work. KBL shall, and shall cause its subcontractors, to abide by all of Company's facility rules and regulations regarding the protection of health and safety of employees and third parties, but it shall be Company's obligation to make such rules and regulations known to the KBL prior to KBL commencing work at Company's facility. KBL shall have the obligation to determine if such rules and regulations exist with regard to facilities not controlled by Company.

## **5. Company Disclosures**

- (a) Company shall notify KBL of any known or suspected hazardous substances or conditions on the property upon which the KBL's work or services are to be performed which in any way relate to or affect the Scope of Work and KBL shall have the right to rely on the accuracy of such Company-furnished information in its agreement to perform the work and services. Such hazardous substances shall include but not be limited to any substance or condition which poses or may pose a present or potential hazard to human health or safety or an adverse impact upon the environment. Thereafter, KBL shall take all reasonably necessary and appropriate measures to protect its employees, agents and subcontractors against possible hazards to health and safety and to prevent adverse impacts to the environment.
- (b) If the presence of an unanticipated hazardous substance or condition is discovered during the performance of the Scope of Work which could pose a hazard to KBL's employees, agents and subcontractors, KBL shall cease work and determine the necessary health and safety precautions to continue the Scope of Work. The cost of these necessary health and safety precautions shall be a change and shall be managed in accordance with Section 2.

## **6. Samples**

- (a) Soil, rock, water and/or other samples obtained pursuant to the Scope of Work are the property of Company. KBL shall preserve such samples for no longer than sixty (30) calendar days after obtained in the field, unless other arrangements are mutually agreed upon in writing. Although Company shall be the owner of such samples, KBL, acting as a bailee and agent of Company, shall arrange for the lawful disposal of all samples. Disposal of contaminated samples shall be at the price set forth in the Proposal/Schedule of Fees. If the Proposal/Schedule of Fees is silent, then the disposal of contaminated samples shall be at the direct cost to KBL without any multiplier.

- (b) Although Company shall be the owner of all exploration debris, cuttings, pumpings, and borings generated by KBL during the performance of the Scope of Work, KBL, as agent of Company, shall arrange for the proper disposal of all exploration debris, cuttings, pumpings and borings generated during KBL's activities. Disposal of contaminated exploration debris shall be at the price set forth in the Proposal/ Schedule of Fees. If the Proposal/Schedule of Fees is silent, then the disposal of all exploration debris, cuttings, pumpings and borings shall be at the direct cost to KBL without any multiplier.

## **7. Reports and Ownership of Documents**

- (a) KBL shall furnish electronic copies of each report required by the Proposal/Scope of Work to Company. Additional copies shall be furnished at the rates specified in the Fee Schedule. If paid for, KBL's Report to Company and the documents normally included in such Reports (laboratory results, boring logs, plume maps, etc.) are the property of Company. KBL may retain a copy for KBL's records. All backup documents (field notes, internal calculations and drafts, etc.) shall remain the property of KBL. However, KBL shall treat its performance of the Scope of Work and all information generated in the performance of the Scope of Work, whether the property of Company or KBL, as confidential, and shall not release such information to any governmental agency or third party without the written consent of Company, unless the release of such information is necessary to prevent injury to individuals or the environment.
- (b) KBL shall not publicize the performance of the Scope of Work for Company in any sales brochure, resume of work, or reference list without Company's written consent.
- (c) Unless set forth as part of the Scope of Work or otherwise required by law, KBL does not assume any obligation to and shall not report the results of its sampling, investigation, or analysis to any governmental authority or third party. Determining the need to report and the report of any hazardous substance or condition discovered as a result of KBL's performance of the Scope of Work shall be the obligation of Company.

## **8. Reporting Limitation and Conditions.**

- (a) Reports issued by KBL are prepared in accordance with the defined scope of work, project specifications, and constraints outlined in the corresponding proposal or contract. The methodology, findings, conclusions, and recommendations contained in these reports are dependent on the specified project parameters and the resources allocated, including time and budget.
- (b) The findings, conclusions, and recommendations in KBL reports are based on our professional judgment and are consistent with the level of expertise typically exercised by professionals practicing under similar conditions within the relevant industry. While we strive for accuracy and diligence, no warranties, either expressed or implied, are extended beyond the scope of the professional services outlined in the reports.
- (c) Reports generated by KBL are valid only as of the date of issuance and may rely, in part, on information provided by third parties. If any of the information is subsequently found to be inaccurate, new data becomes available, site conditions change, or relevant standards are amended, modifications to the report may be necessary. KBL's responsibility for the report's use or any portion thereof is contingent upon a specific request to review and, if needed, update the report.
- (d) It is important to note that the results of our work should not be construed as a warranty that the subject site is entirely free from any contamination or other issues. Any soil and rock descriptions, along with related logs, notes, or drawings, serve to provide general information on subsurface conditions and should

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not be considered as geotechnical data unless explicitly specified within the report.

- (e) References to groundwater, vapor, or other subsurface conditions are based solely on observations made at specific locations and times noted within the report. It is imperative to read the entire report as sections taken out of context may lead to misunderstanding.
- (f) KBL reports do not constitute or provide legal opinions. The contents of our reports are confidential and proprietary and should not be copied, distributed, or used in whole or in part without the express consent of the Company and KBL.
- (g) Any third-party use, reliance upon, or decisions made based on our reports are the sole responsibility of that third party. KBL disclaims liability for any damages that may result from the use of, reliance on, or decisions made based on our reports by third parties.