Procom®

"THE TERMS OF THIS AGREEMENT ARE BASED UPON AN AGREEMENT PREPARED BY PROCOM Consultants Group Ltd. AND ARE SUBJECT TO THE COPYRIGHT OF THAT CORPORATION. ANY USE OF ANY LANGUAGE IN THIS AGREEMENT BY ANYONE NOT AUTHORIZED BY PROCOM Consultants Group Ltd. IS PROHIBITED AND WILL SUBJECT THE USER TO DAMAGES AS WELL AS OTHER CIVIL PENALTIES."

CONSULTING AGREEMENT

Copyright 2016, PROCOM Consultants Group Ltd.

Between

PROCOM Consultants Group Ltd.
and

Consultant:	C Cubed Data Integrators Partnership (the "Consultant")
Address:	Box 43 Site 2 RR8
	Calgary, Alberta T2J 2T9
Term of Agreement:	Monday, September 19, 2016 to Thursday, December 22, 2016 (the "Term")
Client:	West Coast Energy Inc. (the "Client")
Rate:	$120.00 per hour and any and all applicable taxes
Special Considerations:	
Assigned Personnel:	William Bruce Towsley (the "Assigned Personnel")
Vendor Reg. [HST#/GST#]:	812542363
QST#:	

WHEREAS PROCOM Consultants Group Ltd. (the "Company") carries on the business consisting of providing services to its clients in the field of computer programming, system analysis and design, and in providing general consultation services to persons, firms and corporations in all matters related to the field of electronic data processing and information and to the field of management consulting (the "Business");

AND WHEREAS the Company and West Coast Energy Inc. (the "Client") have entered into a Master Service Agreement dated July 2, 2016 pursuant to which the Company has agreed to provide professional, consulting and staffing services to the Client from time to time as a preferred vendor;

AND WHEREAS certain provisions of the Client Agreement, attached hereto as Schedule A, are applicable to services performed by Consultants engaged by the Company;

AND WHEREAS the Company is desirous of retaining the Consultant to provide consulting services in connection with the Business of the Company;

AND WHEREAS the Consultant is desirous of providing such services to the Company, on the terms and subject to the conditions herein set out;

AND WHEREAS the Consultant is an independent contractor (the "Consultant") who carries on business in the field of Information Technology for a variety of clients;

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

AND WHEREAS the Consultant will be conducting its normal business for other clients during the Term of this Agreement;

AND WHEREAS the Consultant has or may employ employees, servants or agents to perform work for the Business and others, from time to time, and has and will continue to make all statutory remissions on their behalf;

AND WHEREAS the Consultant has advised the Company both that it has operated as an independent contractor for some time and that it has expertise in the Business;

AND WHEREAS the Consultant has advised the Company that it is responsible and law abiding and that it pays all taxes for both its business and its employees, servants and agents, as and when such taxes are due and payable;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar now paid by each party to the other, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto), it is agreed as follows:

1 In this Agreement, the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or contract:

a) "Affiliates" means any present or future entity which, either directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with the Company or the Client, as the case may be; and

b) "Services" means the provision by the Consultant of data processing/computer services to the Client, and such other services as may be required of the Consultant by the Client or the Company.

2 The Services to be provided hereunder by the Consultant shall be provided by the Consultant at times and places mutually convenient to the Consultant and the Client. It is agreed and acknowledged that the Consultant provides services to other persons, firms and corporations and will continue to do so during the Term of this Agreement. The Consultant warrants that all Services shall be performed in a good and professional manner satisfactory to the Company and the Client by the individual identified above as the Assigned Personnel. The Consultant further warrants that the Assigned Personnel has the requisite knowledge, skill and experience to provide such Services.

3 The Consultant shall perform the Services under this Agreement as and when requested by the Client and shall carry out all tasks assigned by the Client as per the specifications and description provided by the Client in the Statement of Work attached as Schedule C. The Consultant agrees that it shall and shall cause its Assigned Personnel, employees, servants, workmen and agents to conform to the Client's business policies, including any other business codes or additional policies deemed appropriate by the company or the client as applicable to the services being provided under the Agreement, attached as Schedule B. These include restricted non-business use of computers and equipment, harassment and discrimination free

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

workplace and appropriate business attire. Prior to the commencement of Services under the Agreement, the Consultant shall execute and comply with and shall cause each of its Assigned Personnel to execute and comply with the Confidentiality Agreement attached as Schedule A and any other Client documents, attached hereto as Schedule B, and to deliver copies thereof to the Company and the Client. The Consultant shall not be subject to supervision by the Company or subject to the Company's detailed orders or instructions. The amount of time spent servicing the Client's needs shall be determined and based upon the Client's authorized request.

4 a) The Company shall make payments to the Consultant in advance before receiving payments from the Client. Such payments shall be made on a Bi-weekly basis to a maximum of two weeks in arrears upon the submission of an acceptable invoice that shall detail all hours worked and be substantiated with Client-approved timesheets duly signed by an authorized representative of the Client. If the Client fails to pay the Company for whatever reasons the Company then reserves the right to: (i) recover from the Consultant such payments made in advance to the Consultant by the Company under this Agreement; and/or(ii) set off such payments from the monies that are owed to the Consultant by the Company under this Agreement.

b) All requests by Consultants for the re-imbursement of expenses must be compliant with the Client Expense Policy and must receive pre-authorized written approval and signed by the Client representative for payment. In the absence of an expense policy all expense and/or hours worked must be submitted no later than 90 days after being incurred or worked. Payment of expenses will be paid to the Consultant by the Company in promptly following receipt of expense payment from the Client.

5 The Consultant has represented to the Company its and the Assigned Personnel's abilities to carry out the Services for which it has been contracted and the Consultant warrants that all information imparted by the Consultant to the Company, either orally or in writing, including any curriculum vitae, resume or biography, accurately describe the capabilities of the Consultant and the Assigned Personnel and its, his and/or her abilities to carry out the Services. Where the Consultant has misrepresented its ability or the ability of any Assigned Personnel to carry out the Services (whether intentionally or unintentionally), the Company shall have the right to immediately terminate this Agreement without notice.

6 The Consultant shall, at its own expense, defend, indemnify and save harmless the Company and the Client against and from any and all alleged and actual claims, lawsuits, actions, judgments, authorized settlements, demands, losses, costs, damages, expenses (including reasonable legal costs), liabilities or other proceedings which may be made against the Company and/or the Client including, but not limited to, those for personal injury or property damage suffered or sustained by any person or corporation, in any manner based upon, occasioned by or attributable to:

a) a misrepresentation of the abilities of the Consultant or the Assigned Personnel to provide the Services under this Agreement;

b) any alleged or actual act or omission, negligent or otherwise, of the Consultant, the Assigned Personnel or the Consultant's employees, workmen, servants or agents; or

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

c) the failure of the Consultant, the Assigned Personnel or the Consultant's employees, workmen, servants or agents to comply with any of its, his or her obligations under this Agreement or any confidentiality agreement signed by the Consultant, the Assigned Personnel and/or the Consultant's employees, workmen, servants or agents.

7 The Consultant shall, at its own expense, defend, indemnify and save harmless the Company and the Client against and from any and all alleged and actual claims, lawsuits, actions, judgments, authorized settlements, demands, losses, costs, damages, expenses (including reasonable legal costs), liabilities or other proceedings which may be made against the Company and/or the Client relating to any injury or damage, however caused, which may be suffered by the Assigned Personnel or the Consultant's employees, workmen, servants or agents.

8 The Consultant agrees that it shall pay all taxes, premiums and fees relating to employment for the Assigned Personnel as well as the Consultant's employees, servants, workmen and agents, including, but not limited to, Canada Pension Plan remittances, income tax deductions, payroll taxes, Employment Insurance remittances, vacation pay, statutory holiday pay, workers' compensation premiums and automobile insurance premiums. The Consultant further agrees that if the Company or the Client is required to make any such payments on the Consultant's behalf that the Consultant shall forthwith, upon demand, reimburse the Company or the Client for such payments made. The parties further agree that if the Consultant is unable to reimburse the Company for such payments on demand, then the Company will be entitled to withhold any payments owing to the Consultant pursuant to the terms of this Agreement as a set-off for the monies owing to the Company.

9 During the Term of this Agreement, the parties may terminate this Agreement as follows:

i by the Company or the Client, at any time for its convenience and without breach or default, upon providing the Consultant with two (2) weeks' notice, in which event the Company and the Client shall have no further liability to the Consultant except for payment of fees for the Services performed under this Agreement up to the effective date of termination;

ii in the event that the Client is dissatisfied with the Services of the Consultant, by the Company or the Client giving notice, either written or oral, to the Consultant, whereupon this Agreement shall be terminated immediately on the date such notice is given or at such other time or date referred to in the notice;

iii by the Company, immediately, in the event that the Client terminates the Client Agreement;

iv by the Company, immediately, in the event that the Client's end client terminates the project engagement with the Client;

v by the Company or the Consultant, immediately, upon delivery of written notification in the event that the Company or the Consultant makes a voluntary assignment in bankruptcy or proposal to its creditors or takes any similar action; or

vi by the Consultant, at any time for its convenience, upon providing the Company and the Client with two (2) weeks' written notice.

BEST MANAGED COMPANIES
Platinum member

Consultant Initials _____
Company Initials _____

The termination of this Agreement does not terminate the rights of either party that survive such termination, either by the wording of this Agreement or by operation of law.

10 The Consultant understands that a Client may, acting in its discretion or due to certain financial or other business reasons, cancel a project at anytime. If the Client cancels the project for whatever reasons then the Company shall immediately inform the Consultant and this Agreement shall not come into effect. In such a situation, the Company shall not have any liability or obligations whatsoever towards the Consultant.

11 The parties acknowledge that the Company will be obligated to deduct a percentage specified by the Canada Revenue Agency ("CRA"), from certain payments related to any non-resident working in Canada as defined in the *Income Tax Act* (Canada) as amended from time to time, unless the Company is provided with a waiver letter from CRA. For further information, the Consultant should contact CRA, Taxation directly (http://www.cra-arc.gc.ca/).

12 The Consultant shall, not less than fifteen (15) business days prior to the expiration of the Term of the Agreement, give the Company notice in writing of the Consultant's intention not to continue this Agreement with the Company. If no such notice is given by the Consultant, this Agreement shall continue automatically for periods of thirty (30) days each unless and until the Consultant shall notify the Company in writing not less than fifteen (15) business days prior to the expiration of a thirty day period, of its intention to discontinue this Agreement. Continuation of the Agreement beyond its schedule completion date requires written confirmation from the Company confirming the extension.

13 In the event of a breach of this Agreement, the parties agree that the payment of costs by the breaching party will be for damages and shall not be construed as a penalty. In addition to any other remedy, said sum may be deducted by the Company from any funds due and owing by the Company to the Consultant.

~~14 The Consultant hereby covenants and agrees that it will not, without the prior written consent of the Company, until a period of twelve (12) months has elapsed from the date of termination of this Agreement either directly or indirectly:~~

~~i enter into any contract or agreement with the Client, its Affiliates or its subsidiaries;~~

~~ii permit any of its employees to enter into any contract or agreement with the Client, its Affiliates or its subsidiaries; or~~

~~iii perform any work, remunerative or otherwise, for or on behalf of the Client, its Affiliates or its subsidiaries.~~

15 The Consultant agrees that all reports, and other data or materials, including any software code generated or developed by the Consultant under this Agreement or furnished by the Company or the Client to the Consultant (the "Materials") shall be and remain the property of the Company or the Client, as the case may be, and shall be surrendered to the Company or the Client upon request or upon termination of the Agreement. The Consultant specifically agrees that all right, title and interest including without limitation all intellectual

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

property rights in and to the copyrightable material generated or developed under this Agreement shall be owned exclusively by the Company or the Client, as the case may be, and the Consultant hereby assigns to the Company or the Client the ownership of copyright in such Materials, without the necessity of any further consideration, and the Company or the Client shall be entitled to obtain and hold in its own name all copyrights in respect of such Materials. The Consultant expressly and irrevocably waives any claim to moral rights over any Materials created by the Consultant under this Agreement and the Consultant will ensure that its Assigned Personnel and all employees, contractors, or agents engaged by the Consultant in performance hereunder shall have waived all moral rights over any Materials created under this Agreement. The Consultant further warrants that the Material does not, through use, distribution or otherwise, infringe, misappropriate or violate any copyright, trade-mark, trade secret, or any other intellectual property, contractual or other proprietary rights of any third party; or violate any applicable laws, rules, or regulations. The Consultant shall, at its own expense, defend, indemnify and save harmless the Company and the Client against and from any and all alleged and actual claims, lawsuits, actions, judgments, authorized settlements, demands, losses, costs, damages, expenses (including reasonable legal costs), liabilities or other proceedings which may be made against the Company and/or the Client arising out of or related to any claim that the Company's or the Client's title to, use or possession of the Materials or the Services, or any portion thereof, infringes any patent, copyright, trade-mark, trade secret or other proprietary right of any third party.

16 The Consultant shall safeguard all of the Client's data and other information relating to the Client's business that is submitted by the Client to the Consultant in order to permit the Consultant to carry out its obligations under this Agreement, to the same extent that the Client safeguards such data and other information relating to its own business.

17 The Consultant acknowledges that during the Term of this Agreement and the provision of the Services, the Consultant will have access to and become acquainted with the Company's and the Client's confidential and proprietary information, including, but not limited to, information or plans regarding the Company's or the Client's customer relationships; personnel; sales; marketing and financial operations and methods; trade secrets; formulas; devises; secret inventions; processes; and other compilations of information, records, and specifications which have not been disclosed to the general public, whether or not labeled "confidential" or words of similar import (collectively, the "Proprietary Information"). "Proprietary Information" shall also include all of the foregoing with respect to each supplier and customer of the Company, Client, their Affiliates, or any other party with which the Company, the Client or any of their Affiliates has an agreement with respect to confidentiality of information and any other document or information (whether of the Company, the Client or any of their Affiliates or of any person with which the Company, the Client or any of their Affiliates has an agreement with respect to the confidentiality of information) labeled "confidential," "proprietary," or words having a similar import and which has not been disclosed to the general public. The Consultant shall not, at any time or in any way, disclose, disseminate, publish or use for personal benefit (or for the benefit of any business competing with the Company, the Client or their Affiliates) any of the Company's or Client's Proprietary Information, directly or indirectly, either during the Term of this Agreement or any other time thereafter, except as required in the course of the Consultant's provision of the Services for the Client or as authorized in writing by the Client or the Company, as the case may be. All files, records, documents, computer-recorded

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

information, drawings, specifications, equipment and similar items relating to the Business of the Company or the Client, whether prepared by the Consultant or otherwise coming into the Consultant's possession, shall remain the exclusive property of the Client or the Company, as the case may be, and shall not be removed from the premises of the Client or the Company under any circumstances whatsoever without the prior written consent of the Client or the Company, as the case may be, except when (and only for the period) necessary to carry out the Consultant's provisions of the Services, and if removed, shall be immediately returned to the Client or the Company upon any termination of this Agreement and no copies thereof shall be kept by the Consultant.

18 ~~It is mutually agreed that the service provided by the Company in introducing the Consultant to the Client and in entering into an agreement with the Consultant is a unique and valuable service provided to the Consultant by the Company and that the Company has expended money and effort on the Consultant's behalf. The Consultant further agrees that the Company has a right to protect its interest in maintaining the goodwill and business arrangements with the Client and that the Company shall be entitled as a matter of right, in addition to any other rights and remedies that it may otherwise have at law and equity, to obtain a temporary or permanent injunction, or any other equitable relief to prevent the Consultant from engaging in or continuing any breach of this Agreement and in particular Section 14.~~

19 If any dispute or controversy shall occur between the Consultant and the Client, the Consultant agrees to forthwith advise the Company of the full details and background information relating to such dispute. Upon being so advised, the Company will review and attempt to fairly resolve such dispute. The Consultant agrees to be bound by the decision of the Company with respect to any such dispute.

20 It is acknowledged by the parties hereto that the Consultant is being retained by the Company in the capacity of an independent contractor and not as an employee, agent, joint venturer, or partner of the Company and that, with respect to the Client, the Assigned Personnel shall act as an independent contractor. The Consultant and the Company acknowledge and agree that this Agreement does not create a relationship of agency, partnership, employment or joint venture. The Consultant shall have no authority to contract for or bind the Company or the Client in any manner and shall not represent itself as an agent of the Company and/or Client or as otherwise authorized to act for or on behalf of the Company and/or Client.

21 In the event that the Consultant or the Assigned Personnel is classified by a court, or any statutory body, as an employee instead of as an independent contractor, the Consultant shall indemnify and save harmless the Company and the Client of and from any and all claims, demands, charges, taxes, fines or penalties, which may be made against the Company and/or the Client by CRA and the Minister of National Revenue, as applicable, for employee remittances, income tax, employment insurance premiums, and Canada Pension Plan premiums, with respect to the amount which may, in the future to be payable by the Consultant, subject to the Consultant's right to appeal against such assessment or re-assessment.

22 The Client Provisions are attached herewith as Schedule B. The Consultant agrees to comply with and be subject to: (i) each of the covenants and agreements contained in the Client Provisions, as if the Consultant, rather than the Company, had entered

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

into the Client Agreement as the Supplier and as if the Consultant were one of the Parties, as defined in the Client Agreement; and (ii) each of the other covenants contained in this Agreement that are expressed to be for the benefit of the Client. Without limiting the provisions of the preceding sentence, any reference in the Client Provisions to the "Agreement" is a reference to both this Agreement and the Client Agreement. The Consultant further agrees that its obligations under this Section may be enforced by: (i) the Client as the entity entitled to do so; (ii) by the Company, as agent for, or on behalf of, the Client; (iii) by the Company in trust for the Client; or (iv) by the Company, on its own behalf, in the event that it has been required by the Client to indemnify the Client in respect of the Consultant's obligations.

23 The Consultant acknowledges receipt of a copy of this Agreement.

24 Neither this Agreement nor any of the rights hereunder may be assigned by the Consultant without the prior written consent of the Company. The Company may assign this Agreement upon providing written notice to the Consultant.

25 The Consultant hereby covenants and agrees that the Company may transfer (or otherwise make available) the Consultant's personal information to third party service providers who act on the Company's behalf. The Consultant's personal information may be stored and processed in the United States by the Company's third party service providers. The Company's third party service providers are not authorized to use or disclose personal information for any purpose other than providing the services on the Company's behalf or as otherwise required by applicable law.

26 The Consultant shall not at any time use the name, trade-marks or trade names of the Company, the Client, their Affiliates or their subsidiaries in any advertising or publicity without the prior written consent of these parties. Furthermore, the Consultant shall not at any time use the name, trade-marks or trade names of the Company, the Client, their Affiliates or their subsidiaries to further any of its business interests in any manner without the prior written consent of these parties.

27 Neither party shall be liable for delay or non-performance of its obligations hereunder (or part thereof) if the cause of delay or non-performance is an event which is unforeseeable, beyond the control of the party affected, and cannot be remedied by the exercise of reasonable diligence, including without limitation acts of God, acts of civil or military authority, governmental orders, war, fire, explosion, labor unrest (except if limited to the party affected) or epidemic ("Force Majeure"). The party affected shall be relieved from its obligations (or part thereof) as long as the Force Majeure lasts and hinders the performance of said obligations (or part thereof), it being understood that Force Majeure shall not excuse any obligation of the party to pay for monies previously due in accordance with the provisions hereof. The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of Force Majeure with reasonable dispatch.

28 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of this Agreement shall be valid unless made in writing and signed by an authorized representative of both the Consultant and the Company.

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

29 The terms and conditions of this Agreement shall prevail notwithstanding any variance thereof purporting to be made by the terms and conditions of any purchase order or other document submitted by the Consultant in respect of the Services to be provided in connection with this Agreement.

30 This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the province of ON together with any applicable federal laws of Canada.

31 This Agreement may be executed in counterparts and delivered by facsimile or e-mailed PDF file. Each such counterpart will constitute an original document and the counterparts, taken together, will constitute one and the same agreement.

32 If the parties mutually agree to extend the Term of the Agreement, then the terms and conditions set out in this Agreement will continue to apply, except to the extent the parties specify otherwise in writing at the time of such extension.

IN WITNESS WHEREOF the parties have duly executed this Agreement this 16 day of September, 2016.

PROCOM Consultants Group Ltd.

By: _____ c.s.
Authorized Signing Officer

David Coombe
Print Name

C Cubed Data Integrators Partnership

By: _____ c.s.
Authorized Signing Officer

William Bruce Towsley
Consultant

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

SCHEDULE A
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE UNDERTAKING (this "Undertaking"), made this 16 day of September in the year 2016.

BY: C Cubed Data Integrators Partnership Box 43 Site 2 RR8, Calgary, Alberta T2J 2T9 (the "Consultant")

TO: **PROCOM Consultants Group Ltd.,** a company incorporated under the laws of Ontario, having an office at 700-2200 Yonge St., Toronto, ON, M4S 2C6 **("Procom")**

WHEREAS C Cubed Data Integrators Partnership (the "Consultant") has been engaged to perform certain services for Procom in connection with its business operations pursuant to a Consultant Contract, dated September 16, 2016 between the Consultant and Procom (the **"Consultant Contract"**);

AND WHEREAS the Consultant has agreed with Procom to perform all or part of such services, by working out of the premises of **West Coast Energy Inc. (the "Client")**;

AND WHEREAS in connection with the performance of those services, Procom may disclose to the Consultant, or the Consultant may have access to, certain information which Procom considers to be confidential, proprietary or non-public personal or business information and/or trade secrets of Procom and/or its Clients and other persons;

NOW THEREFORE, for good and valuable consideration from Procom, the receipt and sufficiency of which is hereby acknowledged by the Consultant, the Consultant hereby agrees with and undertakes to Procom and the Consultant as follows:

1. As used in this Undertaking,

   "Confidential Information" means all non-public information provided by Procom to the Consultant in connection with the services to be performed by the Consultant under the Consulting Agreement, including all of the Client's information. Confidential Information includes, but is not limited to, information and records pertaining to Procom, the Client and their respective Affiliates' (as such is defined in the Consulting Agreement) policyholders, clients, employees, advisors, contractors and other persons, businesses, data, programs, operational procedures, products, plans, processes and systems. Confidential Information shall not include any information that is or becomes generally available to the public through no fault of the Consultant.

2. The Consultant will collect, use, store and disclose the Confidential Information solely for the purpose of providing services under the Consulting Agreement, and in accordance with the terms of this Undertaking and the instructions of Procom.

3. The Consultant will safeguard the Confidential Information from inappropriate or unauthorized access, use or disclosure, and in so doing will exercise commercially

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

reasonable efforts to be completely compliant with any Clients policies for protecting its proprietary and confidential information. The Consultant will keep confidential and not otherwise disclose the Confidential Information, except where the information is required to be disclosed pursuant to any court or regulatory order, provided that Procom is given prompt written notice of such order.

4. The Consultant will not remove documentation of any kind from the premises of Procom or the Client without the express consent of Procom or the Client.

5. Upon expiry or termination of the performance of the Consultant's services under the Consulting Agreement or upon Procom's request, the Consultant will cease the use of the Confidential Information, including any copies or reproductions, or any abstracts or summaries thereof, and will return same immediately to Procom or the Client, as the case may be. Alternatively, with Procom's consent, the Consultant will destroy such Confidential Information in the Consultant's care and control, by means acceptable to Procom and will provide Procom with a sworn declaration of destruction or other evidence of destruction satisfactory to Procom.

6. The Consultant acknowledges that a breach of the provisions of this Undertaking may result in immediate and irreparable harm and significant damages to Procom and/or the Client. The amount of such harm and damages would be difficult to quantify. Monetary damages would not be a sufficient remedy for the breach. Accordingly, the Consultant agrees that in the event of a breach or a threatened breach, Procom shall be entitled to seek an injunction against such breach or threatened breach and to enforce the provisions of this Undertaking, in addition to the other remedies available to Procom. Procom shall be entitled to its costs and expenses of obtaining such an injunction, including its reasonable legal expenses, from the Consultant.

7. The obligations in this Undertaking shall continue and survive the completion, expiry or other termination of the Consulting Agreement and the completion or other termination of the Consultant's provision of services for the Client pursuant to the Consulting Agreement.

8. The Consultant will promptly notify Procom of any breach or suspected breach of security protecting any Confidential Information or of any breach of the Consultant's obligations respecting the Confidential Information, or of any complaint regarding the Consultant's practices relating to the Confidential Information.

9. This Undertaking shall be binding upon and enure to the benefit of the Consultant and Procom, their successors and permitted assigns.

10. This Undertaking shall not be assigned by the Consultant without the prior written consent of Procom.

11. This Undertaking shall be governed by and construed in accordance with the laws of the Province of ON together with any applicable federal laws of Canada.

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

IN WITNESS WHEREOF, the Consultant has caused this Undertaking to be executed, effective as of the date first set forth above.

PROCOM Consultants Group Ltd.

Signature

David Coombe
Print Name

C Cubed Data Integrators Partnership

Assigned Personnel Signature

William Bruce Towsley
Print Name

SIGNED, SEALED AND DELIVERED in the presence of

K. Towsley
Witness

Karen Towsley
Print Name

Consultant Initials
Company Initials

SCHEDULE B
CLIENT PROVISIONS

The Client Provisions detailed below are required Clauses which flow down from the Client Agreement which exists between PROCOM Consultants Group Ltd. and West Coast Energy Inc.. These clauses cannot be changed by the Company or the Consultant. The sections herein are consistent with the numbering of the Client Agreement. The Consultant hereby agrees to comply with the provisions of this Schedule as outlined below and execute any Client business policy accordingly.

SECTION I – CONDITIONS OF CONTRACT

1.0 DEFINITIONS

The following definitions shall be used for the purpose of interpreting the CONTRACT.

"**AFFILIATE**" shall mean, when used with respect to a specified Person at any time, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person at such time.

"**AMENDMENT**" shall mean the written document agreed to and signed by the PARTIES detailing any amendment to the CONTRACT or any SRO or WORK ORDER.

"**APPLICABLE COMPANY**" shall mean MASTER COMPANY when referencing the CONTRACT and, when referencing a SRO or WORK ORDER, the COMPANY named in such SRO or WORK ORDER.

"**APPROVAL**" or "**APPROVED**" shall mean approval or approved by an authorised representative of APPLICABLE COMPANY in writing. The granting of any APPROVAL shall in no way relieve CONTRACTOR of any of its obligations, responsibilities, and duties under the CONTRACT or any SRO or WORK ORDER and shall in no way alter the relationship between APPLICABLE COMPANY and CONTRACTOR.

"**AUTHORITY**" shall mean all governmental agencies, quasi-governmental agencies, departments, or subdivisions and all federal state, national, regional, municipal, local, or ecclesiastical authorities with jurisdiction over the SERVICES or having authority to impose or collect TAX.

"**CHANGE OF CONTROL**" when applied to a PERSON will be deemed to have occurred on each occasion on which any PERSON or PERSONS other than those who control such PERSON as at the CONTRACT COMMENCEMENT DATE subsequently acquire control of it.

"**CLAIM/LOSS**" shall mean all claims and losses of any kind and description including, without limitation, damages of all kinds and descriptions, liabilities, liens, privileges, and other encumbrances, causes of action, obligations, judgments, interest, costs, expenses, and awards whether created by law, contract, tort, arbitration, settlements, or otherwise, and shall, except as otherwise expressly provided, include claims based on contractual indemnity.

"**COMPANY**" shall mean the MASTER COMPANY or its AFFILIATE which entered the relevant SRO or WORK ORDER.

"**COMPANY BACKGROUND INFORMATION**" means any INFORMATION other than DEVELOPED INFORMATION that was created by or for or licensed to COMPANY GROUP prior to or during the performance of this CONTRACT or any SRO or WORK ORDER.

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

"**COMPANY GROUP**" shall mean COMPANY, its AFFILIATES and its and their respective officers, directors employees, agents, representatives, insurers, and other PERSONS for whom COMPANY or its AFFILIATES are otherwise responsible, but excludes any member of CONTRACTOR GROUP.

"**COMPANY REPRESENTATIVE**" shall mean the PERSON identified as such in accordance with Clause 6.
"**CONDITIONS OF CONTRACT**" shall mean the terms and conditions contained in this Section I –Conditions of Contract.

"**CONNECTED WITH**" shall mean "directly or indirectly arising out of, resulting from, or in any way connected with or related to."

"**CONTRACT**" shall mean as defined in Section 3.2(a).

"**CONTRACT COMMENCEMENT DATE**" shall mean ***July 2nd, 2016***

"**CONTRACTOR BACKGROUND INFORMATION**" means any INFORMATION that was owned by or licensed to CONTRACTOR GROUP prior to, and completely independent of, the performance of this CONTRACT or any SRO or WORK ORDER and INFORMATION that was made by or licensed to CONTRACTOR GROUP during the performance of this CONTRACT or any SRO or WORK ORDER but completely independent of this CONTRACT and any SRO or WORK ORDER, at no expense to COMPANY GROUP and independent of any employees, funds, equipment, facilities, INFORMATION, supplies, or other resources of COMPANY GROUP.

"**CONTRACTOR GROUP**" shall mean CONTRACTOR, SUBCONTRACTORS, its and their AFFILIATES, its and their respective TEMPORARY PERSONNEL, officers, directors employees, agents, representatives, insurers and other PERSONS for whom CONTRACTOR, SUBCONTRACTORS and its and their AFFILIATES are otherwise responsible, but excludes any member of the COMPANY GROUP.

"**CONTRACTOR REPRESENTATIVE**" shall mean the PERSON identified as such in accordance with Clause 7.

"**CONTRACTOR'S PROPERTY**" shall mean all materials, machinery, apparatus, supplies, property (real or personal), and equipment, which is owned, leased, rented, chartered, or operated by CONTRACTOR GROUP in connection with the performance of SERVICES.

"**CONTROL**" shall mean, when used with respect to any specified Person, (i) the possession, directly or indirectly, of the power or authority to direct or cause the direction of the management and policies of such specified Person (which, in the case of a publicly traded master limited partnership, means such power or authority with respect to the general partner thereof), whether through the ownership of voting securities, as a trustee, by contract, or otherwise, or (ii) the ownership of more than 50% of the voting ownership interest in such specified Person.

"**CUSTOMS DUTIES**" shall mean all existing or future duties, payments, fees, charges, levies, taxes, or contributions payable to or imposed by any AUTHORITY as a result of import or export whether permanent or temporary of CONTRACTOR's PROPERTY into or out of any country having jurisdiction over the SERVICES LOCATION.

"**DAYS**" shall mean calendar days.

"**DEFEND**" shall mean taking such steps and incurring such fees, costs and expenses as may be necessary to defend any CLAIM/LOSS whether pre-litigation or in connection with any proceedings in any court or other tribunal (including any alternative or non-binding dispute resolution) and shall include the obligation to pay reasonable attorneys' fees, court costs, expert

BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

fees, and other reasonable costs incurred by the INDEMNITOR or the INDEMNITEE as a result of defending against a CLAIM/LOSS as required by the CONTRACT or any SRO or WORK ORDER, or, at the election and cost of the obligor, the obligation to select and engage competent lawyers and experts to defend against a CLAIM/LOSS as required by the CONTRACT or any SRO or WORK ORDER, including without limitation Clause 19 (LIABILITY AND INDEMNITY) and "DEFENSE" shall be construed accordingly.

"**DEVELOPED INFORMATION**" means all INFORMATION that is created or developed by or for CONTRACTOR GROUP, solely or jointly with others (including COMPANY GROUP), for COMPANY and/or the other members of the COMPANY GROUP in performance of the SERVICES, including without limitation, all derivative works of or other modifications to CONTRACTOR BACKGROUND INFORMATION and COMPANY BACKGROUND INFORMATION.

"**INTELLECTUAL PROPERTY RIGHTS**" or "**IPR**" means any and all intellectual property of whatever nature and in whatever form (including, without limitation, inventions, patents, trademarks, registered designs, rights in domain names, pending applications for any of the foregoing, trade and business names, brand names, unregistered trademarks, unregistered designs and rights in designs, copyright and rights in the nature of copyright, database rights, performers rights, rights in know-how, trade secrets and confidential information and all other similar or equivalent industrial, intellectual or commercial rights or property) subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future, and all reversions, renewals and extensions of any of the foregoing, and all rights under licenses, consents, orders, statutes or otherwise in relation to any of the foregoing.

"**FORCE MAJEURE**" has the meaning ascribed thereto in Clause 26 (FORCE MAJEURE).

"**INDEMNIFY**" shall mean: "release, protect, DEFEND, indemnify and hold harmless" and "INDEMNITY" and "INDEMNIFICATION" shall be construed accordingly.

"**INDEMNITOR**" shall mean the PARTY against whom INDEMNITY is sought under this CONTRACT or any SRO or WORK ORDER.

"**INDEMNITEE**" shall mean the PERSON seeking INDEMNITY under this CONTRACT or any SRO or WORK ORDER.

"**INFORMATION**" means any information embodied in any tangible (including electronic) form including, but not limited to, a work of authorship, a process diagram, a drawing, a blueprint, a model, a specification, a report, a manuscript, a document, a manual, a photograph, a database, a computer program, a design for an apparatus or process or system, working notes, a plan, or a model.

"**MATERIAL DEFAULT**" shall mean any breach or series of breaches by CONTRACTOR of the terms and conditions of this CONTRACT or any SRO or WORK ORDER which is not remedied by CONTRACTOR within the time provided herein (or if no time is specified herein, within a reasonable time).

"**NEGLIGENCE/FAULT**" shall mean, except to the extent expressly otherwise provided, negligence, strict liability, other premises liability, un-seaworthiness, un-airworthiness, liability for defective equipment or products, and breach of statutory duty, whether or not resulting from pre-existing conditions, and, except to the extent expressly otherwise provided, whether or not such NEGLIGENCE/FAULT is sole, concurrent, joint, comparative, active, or passive. The phrase "even if contributed to by the joint or concurrent NEGLIGENCE/FAULT" shall, except to the extent expressly otherwise provided, mean that the PARTIES intend for the INDEMNITY and other obligations to apply whether or not the CLAIMS/LOSSES are contributed to, occasioned by or are the result of the NEGLIGENCE/FAULT

BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

of the INDEMNITEE or any other PERSON, and that, except to the extent expressly otherwise provided, the PARTIES intend for the INDEMNITY and other obligations to apply;

(i) without regard to any conflicting rules of liability under any applicable law or regulation,

(ii) without regard to any successful limitation or exoneration of liability proceeding filed by or on behalf of the INDEMNIFYING PARTY pursuant to the laws of any state or country or the provisions of any international convention, and

(iii) without regard to whether the CLAIMS/LOSSES in question are sought directly or indirectly by way of recovery, tort or contractual indemnification, or contribution by a PERSON against the INDEMNITEE.

"**PERSON**" shall mean any natural person(s), firm, individual, corporation, business trust, joint venture, association, company, limited liability company, partnership or other organization or entity, whether incorporated or unincorporated, or any governmental entity, including without limitation, either PARTY or any member of COMPANY GROUP or CONTRACTOR GROUP.

"**SALES TAXES**" shall mean any applicable sales tax, value added taxes or other similar transactional taxes arising or payable as a result of CONTRACTOR'S performance of SERVICES.

"**SERVICE RELEASE ORDER (SRO)**" or "**SRO or WORK ORDER**" shall mean the contract created by an individual order to be issued by MASTER COMPANY or one of its AFFILIATES, to CONTRACTOR, and which shall come into effect once agreed to in writing and approved by the PARTIES authorizing SERVICES, which order shall be issued and agreed to (i) for orders issued through the VMS TOOL or another e-procurement system designated by COMPANY, in accordance with the format and procedures required in such system; or (ii) for orders issued outside of the VMS TOOL or another e-procurement system.

"**SERVICES LOCATION**" shall mean, as it pertains to TEMPORARY PERSONNEL, the location or locations to which TEMPORARY PERSONNEL are to be deployed pursuant to any SRO or WORK ORDER, and, as it pertains to other SERVICES, the location where such SERVICES will be performed. SERVICES LOCATIONS may include the facilities or location(s) of CONTRACTOR or its SUBCONTRACTORS or the facilities or location(s) of COMPANY or any THIRD PARTY at which SERVICES are to be performed.

"**SRO PRICE**" or "**SRO or WORK ORDER PRICE**" shall mean the price for the whole of the SERVICES under an individual SRO or WORK ORDER as defined therein and as calculated in accordance with Section III – Remuneration, as supplemented or varied by the terms of the SRO or WORK ORDER.

"**SERVICES**" shall mean (i) the provision of TEMPORARY PERSONNEL and other services as required under Section II – Scope of Work and Service Levels pursuant to a relevant SRO or WORK ORDER, (ii) the services to be performed by TEMPORARY PERSONNEL in accordance with the provisions of the relevant SRO or WORK ORDER and (iii) such other services as reasonably requested by COMPANY and agreed to by CONTRACTOR from time to time.

"**SUBCONTRACT**" shall mean any contract (of any tier) for the performance or supply of any part of the SERVICES excluding the CONTRACT and any SRO or WORK ORDER.

"**SUBCONTRACTOR**" shall mean any party (other than CONTRACTOR) to a SUBCONTRACT (of any tier) including its officers, directors, employees, agents and other PERSONS for whom such SUBCONTRACTOR or its AFFILIATES are otherwise responsible.

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

"**TAX**" and "**TAXES**" shall mean all existing or future levies, corporate income tax, personal income tax, employment taxes and social charges, national insurance, SALES TAXES, property taxes, imposts, duties, CUSTOMS DUTIES, levies, withholdings fees, stamp duties, charges and other assessments in the nature of taxes, including any fines, penalties or interest, assessed or levied by the appropriate AUTHORITY as a result of CONTRACTOR's performance of SERVICES and shall include all CUSTOMS DUTIES.

"**TECHNICAL CO-ORDINATOR**" shall mean the individual set out as such in an applicable SRO or WORK ORDER in respect of each of the COMPANY and the CONTRACTOR.

"**TEMPORARY PERSONNEL**" shall mean any workers to be provided by or on behalf of CONTRACTOR in connection with a SRO or WORK ORDER to perform SERVICES, including workers of its SUBCONTRACTORS.

"**THIRD PARTY**" shall mean any PERSON not included in COMPANY GROUP or CONTRACTOR GROUP.

"**UNDERLYING CONTRACTOR IPR**" means IPR that are owned by or licensed to CONTRACTOR GROUP, and that cover CONTRACTOR BACKGROUND INFORMATION embedded in or necessary for the use of the DEVELOPED INFORMATION (or any part thereof).

"**VMS TOOL**" shall mean an automated procurement/vendor management system as designated by COMPANY to be used by the PARTIES in connection with the SERVICES and COMPANY's managed service provider (MSP) program.

4.0 PERFORMANCE OF THE SERVICES

(g) If the SERVICES incorporate any software or other programming instructions or involve the integration of CONTRACTOR or SUBCONTRACTOR information technology systems with COMPANY GROUP information technology systems, the SERVICES and software do not and will not contain any computer instructions, circuitry or other technological means that was not requested by COMPANY, that does not directly support COMPANY's intended use of the SERVICES, or whose purpose or effect is to disrupt, damage or interfere with any COMPANY GROUP use or end-user use of computer and communications facilities or equipment ("**Not Requested Code**"). "Not Requested Code" shall include, without limitation, any code containing viruses, spyware, Trojan horses, worms, time bombs or like code, code that self-replicates, code that enables pop up marketing or gatoring, code that tracks use for any PERSON other than COMPANY GROUP, or any harmful or deleterious programming routines. At any time Not Requested Code is discovered, CONTRACTOR shall immediately remove the Not Requested Code, at CONTRACTOR's sole cost and expense.

8.0 PERMITS AND LICENCES

8.1 CONTRACTOR shall obtain and maintain, at its own risk and expense, such authorisations, permits, and licences as may be necessary for the performance of the SERVICES and which are required to be obtained and maintained in CONTRACTOR'S name. CONTRACTOR shall, at CONTRACTOR's cost, if so requested in writing by COMPANY, use all reasonable endeavours to transfer all such authorisations, permits, and licences as it may have obtained in connection with the performance of the SERVICES into COMPANY'S name.

8.2 COMPANY shall obtain and maintain at its expense, all authorisations, permits, and licenses as may be necessary for the performance of the SERVICES and which are required to be obtained and maintained in COMPANY'S name.

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

8.3 CONTRACTOR shall be responsible for obtaining all the necessary customs clearances, or other governmental authorizations required for moving its TEMPORARY PERSONNEL and CONTRACTOR'S PROPERTY into and out of the country having jurisdiction over the SERVICES LOCATION. COMPANY will, if so requested by the CONTRACTOR and at no cost to COMPANY, assist CONTRACTOR to the extent reasonably necessary with regard to obtaining of import assistance, or other governmental authorizations required for moving TEMPORARY PERSONNEL and CONTRACTOR's PROPERTY into and out of the country having jurisdiction over the SERVICES LOCATION.

13.0 ENVIRONMENTAL, HEALTH and SAFETY REQUIREMENTS

13.1 COMPANY places prime importance on environmental, health and safety (EHS) issues and requires that CONTRACTOR subscribe to and actively pursue the highest standards of EHS performance.

13.2 CONTRACTOR shall observe and comply, and shall be responsible for ensuring that all other members of CONTRACTOR GROUP understand and operate in accordance, with the principles and minimum requirements of Section IV – Policies - Exhibit 2 – Environmental, Health and Safety. Failure of CONTRACTOR to meet these requirements or to satisfy COMPANY with regard to the control of EHS risks may be regarded as a MATERIAL DEFAULT and a basis for termination of the CONTRACT and/or any or all SROs or WORK ORDERs in accordance with the provisions of Clause 22 (TERMINATION).

14.0 CONTRACT PAYMENT AND INVOICING

14.1 In consideration of the performance and completion of the SERVICES in accordance with the terms of the applicable SRO or WORK ORDER, COMPANY shall pay or cause to be paid to CONTRACTOR on the basis set out in the relevant SRO or WORK ORDER, Section III - Remuneration, at the times and in the manner specified therein. The SRO or WORK ORDER PRICE, except as otherwise expressly provided in this CONTRACT, shall be CONTRACTOR's full compensation for all costs whatsoever for complete performance of the SERVICES, and for compliance with all terms and conditions of the SRO or WORK ORDER.

14.2 Prior to the implementation of COMPANY's MSP program, CONTRACTOR shall submit to COMPANY an invoice with supporting summary schedules, which invoice shall be prepared and submitted in accordance with the provisions of the relevant SRO or WORK ORDER, Section III – Remuneration. When the relevant SRO or WORK ORDER specifies payment via a COMPANY designated system, CONTRACTOR agrees to only submit invoices to COMPANY through the designated system. After the implementation of COMPANY's MSP program, all time and expense will be processed through the VMS technology. Invoicing will be automatically generated through the VMS Technology / MSP program based on COMPANY approved time and expense. Payment shall be due within forty-five (45) days of receipt of each invoice which complies with the provisions of this Clause 14 (Contract Payment and Invoicing). CONTRACTOR shall waive and COMPANY shall not be liable for any charges that are not invoiced (or rectified) within ninety (90) DAYS after the end of the month in which the charges relating to any engagement are incurred. Unless otherwise APPROVED, all invoices shall be in Canadian dollars (CAD).

When payment is made for approved expenses incurred by CONTRACTOR in a currency other than the currency stated in the applicable SRO or WORK ORDER, the exchange rate used shall be the actual evidenced rate provided that the actual evidenced rate is within 2% of the representative mid-point rate determined by Reuters on the last business day of the month prior to the invoice payment due.

14.3 If COMPANY disputes any items on any invoice, in whole or in part, or if the invoice is prepared or submitted incorrectly in any respect, COMPANY shall notify CONTRACTOR of the reasons and request CONTRACTOR to issue a credit note for the disputed amount of the invoice as applicable. Upon receipt of such credit note COMPANY shall be obliged to pay the undisputed part of a disputed invoice. Prior to COMPANY MSP implementation, on

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

settlement of any dispute CONTRACTOR shall submit an invoice for sums due and COMPANY shall make the appropriate payment in accordance with the provisions of the relevant SRO or WORK ORDER, Section III - Remuneration. After COMPANY MSP implementation, adjustments will be made leveraging VMS Technology.

14.4 Neither the presentation nor payment nor non-payment of an individual invoice nor issuance of a credit note shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the PARTIES hereunder. In particular, COMPANY may correct or modify any sum previously paid in any or all of the following circumstances:

(a) any such sum was incorrect;

(b) any such sum was not properly payable to CONTRACTOR.

14.5 COMPANY shall have the right to offset payments due to CONTRACTOR under any SRO or WORK ORDER against sums owed to COMPANY or its AFFILIATES by CONTRACTOR under that or any other SRO or WORK ORDER or this CONTRACT. Upon exercising such right of offset, COMPANY shall provide CONTRACTOR reasonable supporting documentation in respect of such offset. CONTRACTOR shall pay to COMPANY within thirty (30) DAYS of receipt of an invoice any sums still owed and outstanding after such right of offset has been applied. Payment disputes shall not be a basis for non-performance of any SERVICES.

21.0 INSURANCE

21.1 Coverages - Prior to commencement of the SERVICES and at all times thereafter until the completion of the SERVICES prescribed herein, CONTRACTOR and each of its SUBCONTRACTORS, of every tier, shall provide and maintain in full force and effect, insurance coverage as described below with policies in form and substance acceptable to COMPANY and with limits not less than those specified:

Evidence of compliance with all statutory requirements in respect of Worker's Compensation coverage in the jurisdiction where the SERVICES are to be performed.

Commercial General Liability Insurance having a limit of at least $1,000,000 (one million dollars) per occurrence for bodily injury and property damage, including products and completed operations liability, blanket contractual liability, personal injury liability and broad form property damage. Where the policy maintains a general aggregate limit, it shall be not less than twice the occurrence limit. Insurance meeting this requirement shall be provided on the most currently available version of the IBC CGL form with the appropriate IBC endorsements or equivalent. It is CONTRACTOR's option to meet the required insurance limits by providing additional commercial umbrella liability coverage following the form of commercial underlying CGL policy, such that the required insurance limits are met. Employer's Liability is required to have a minimum of $1,000,000 (one million dollars) per occurrence.

Business Automobile coverage with a limit of not less than $1,000,000 (one million dollars) per accident. Coverage shall include non-owned, or hired). It is the CONTRACTOR's option to meet the required insurance limits by providing additional commercial umbrella liability coverage following the form of commercial underlying Automobile policy, such that the required non-owned auto insurance limits are met.

For professional services providing advice, design or services that typically required professional certification or licensing: Professional Liability (Errors and Omissions) Insurance with an per claim limit of liability not less than $1,000,000 (one million dollars). Such insurance shall cover any and all errors, omissions or negligent acts resulting from the professional activities performed under the CONTRACT. The professional liability insurance retroactive coverage date shall be no later than the EFFECTIVE DATE. Consultant shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of the SRO or WORK ORDER will be deemed to have been

BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

made during the policy period. For certain types of consulting services, this requirement may be waived by COMPANY.

For IT Consulting projects: Cyber Risk Professional Liability (Errors and Omissions) Insurance, with an aggregate limit of liability not less than $1,000,000 (one million dollars). Such insurance shall cover any and all errors, omissions or negligent acts in the delivery of products, services and/or licensed programs under the CONTRACT. Such insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and INTELLECTUAL PROPERTY RIGHTS infringement, such as copyrights, trademarks, service marks and trade dress. The retroactive coverage date shall be no later than the EFFECTIVE DATE. Such insurance policy shall maintain an extended reporting period providing that claims first made and reported to the insurance company within two (2) years after termination of the CONTRACT will be deemed to have been made during the policy period. For certain types of IT Consulting projects, this requirement may be waived by COMPANY.

21.2 Other Requirements - All insurance policies required above, provided and maintained by CONTRACTOR and each SUBCONTRACTOR, of every tier, will be endorsed:

21.2.1 (i)to provide that they are primary for all purposes, without right of contribution from any other insurance available to COMPANY but only when arising out of the sole negligence of the Named Insured, and will contain cross liability coverage via a separation of insureds clause;
(ii) to include waivers of any right of subrogation of the insurers against COMPANY, its subsidiaries, affiliates, officers, directors, employees and subcontractor of all tiers;
(iii) to add COMPANY GROUP as additional insureds, except for, employer's liability, workers' compensation, professional liability and auto liability policies.

CONTRACTOR will provide COMPANY with certificate(s) of insurance, satisfactory to COMPANY, evidencing all required insurance hereunder prior to commencement of the SERVICES, and replacement certificate(s) of insurance during the term hereof. Such certificate(s) will be on a Standard CSIO form. Each certificate will be signed by an authorized agent or representative of the insurer. CONTRACTOR will provide COMPANY written notice prior to any cancellation of or material change in the required insurance.

COMPANY at its sole discretion may require CONTRACTOR to submit the original or a certified copy of CONTRACTOR's insurance policies for inspection by COMPANY.

All insurance required herein shall be written to protect CONTRACTOR against liability for damage, loss or expense arising from damage to property or injury to or death of any person or persons arising in any way out of, in connection with, or resulting from the SERVICES. All policies not required above, but owned by CONTRACTOR and applicable to the SERVICES, will include waivers of any right of subrogation of the insurers against COMPANY GROUP and its subcontractors of all tiers. An example would be CONTRACTOR's Equipment Floater for equipment CONTRACTOR uses in the course of the SERVICES.

All insurance policies provided by CONTRACTOR shall be underwritten by insurers reasonably acceptable to COMPANY and which are authorized to write insurance in the provinces in which the SERVICES are to be performed.

CONTRACTOR will pay promptly all premiums for insurance in strict accordance with the obligations to its carrier or carriers such that CONTRACTOR at all times will have full insurance coverage as herein provided. Any failure to comply with all of the provisions of this section by CONTRACTOR or any of its insurance companies, or the insolvency, bankruptcy or failure of any such insurance company will permit COMPANY to suspend all SERVICES until compliance is achieved or a solvent insurance company utilized. At the option of COMPANY, COMPANY may pay any insurance premiums in order to achieve compliance for

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

CONTRACTOR and deduct the amount of the premiums, and all other costs incurred by COMPANY in achieving compliance, from amounts to be paid to CONTRACTOR.

CONTRACTOR's compliance with the provisions of this section will not constitute a limitation of CONTRACTOR's liability for its acts or omissions or in any way limit, modify, or otherwise affect CONTRACTOR's indemnification obligation pursuant to the CONTRACT. The insolvency, bankruptcy, or failure of any insurance company carrying insurance for CONTRACTOR, or failure of any such insurance company to pay claims asserted, will not abrogate, waive or alter any of CONTRACTOR s responsibilities or liabilities hereunder.

In the event that CONTRACTOR allows all required insurance to terminate or allows such insurance to fall below the standards specified herein, COMPANY reserves the right to provide such insurance with premiums paid by CONTRACTOR. In the event that COMPANY assumes responsibility for this insurance coverage, COMPANY will notify CONTRACTOR prior to commencement of the SERVICES hereunder and, on request, will provide CONTRACTOR with satisfactory evidence that such insurance is in full force and effect. The deductible amount under this policy for any one occurrence will be to Consultant's account, if claim is due to CONTRACTORs actions, unless due to the COMPANY's sole negligence.

CONTRACTOR will not be obligated to review any of CONTRACTOR's certificates of insurance, insurance policies and/or endorsements or advise CONTRACTOR of any deficiencies in such documents, and any receipt of copies or review by COMPANY will not relieve CONTRACTOR t from or be deemed a waiver of the COMPANY's right to insist on strict fulfillment of CONTRACTOR's obligations.

22.0 TERMINATION

22.1 In addition to any rights of termination set out elsewhere in an applicable SRO or WORK ORDER, COMPANY may terminate an applicable SRO or WORK ORDER upon written notice to CONTRACTOR, in the following circumstances:

(a) if there is a MATERIAL DEFAULT of the SRO or WORK ORDER and upon receipt of written notice of such MATERIAL DEFAULT, CONTRACTOR does not commence, within a reasonable period of time and in any event within seven (7) DAYS (or in the case of any breach of the principles or requirements of Section IV – Policies - Exhibit 2 – Environmental, Health and Safety), immediately) and thereafter continuously proceed with action satisfactory to COMPANY, in COMPANY'S sole discretion to remedy such MATERIAL DEFAULT;

(b) if CONTRACTOR becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, makes an arrangement with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events;

(c) if a director or officer of CONTRACTOR is indicted for, admits or is otherwise found to have been involved in, fraud or CONTRACTOR suffers any other financial irregularity, for example, the CONTRACTOR issues a restatement of earnings or a balance sheet correction, or there is a material adverse change in the CONTRACTOR's quarterly results;

(d) if there is a CHANGE OF CONTROL of CONTRACTOR; and

(e) if an ACT OF GROSS DEFAULT occurs in relation to the TEMPORARY PERSONNEL whose services are engaged under such SRO or WORK ORDER. **"ACT OF GROSS DEFAULT"** means any act or omission that is in the reasonable opinion of the COMPANY, (i) criminal; (ii) reckless or serious in respect of EHS; or (iii) which falls so far below the performance standards set out in Clause 4 (PERFORMANCE OF THE SERVICES) that immediate termination is justified.

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

22.2 In the event of termination in accordance with Clause 22.1, APPLICABLE COMPANY shall be entitled to recover from CONTRACTOR, in addition to all other damages or remedies available to APPLICABLE COMPANY hereunder, at law or in equity, all costs incurred by APPLICABLE COMPANY in respect of the CONTRACT and/or any SRO or WORK ORDER or in procuring alternative performance of the SERVICES by a THIRD PARTY in excess of those costs that APPLICABLE COMPANY would have incurred had the CONTRACT and/or SRO or WORK ORDER not been terminated. Nothing in this Clause 22 shall alter any duty of APPLICABLE COMPANY at law to mitigate its losses. APPLICABLE COMPANY shall have the right to recover such costs directly from CONTRACTOR or by deducting such costs from any monies due or which may become due to CONTRACTOR under the CONTRACT and / or any SRO or WORK ORDER. CONTRACTOR shall not be entitled to any further remuneration for SERVICES performed prior to termination until such time as the SERVICES are completed to the satisfaction of APPLICABLE COMPANY and APPLICABLE COMPANY has finally ascertained all costs. Except in respect of remuneration for SERVICES performed prior to termination, CONTRACTOR shall not be entitled to any further compensation following the Effective Date of Termination.

22.3 In addition to any rights of termination set out elsewhere in this CONTRACT or an applicable SRO or WORK ORDER APPLICABLE COMPANY shall have the right to terminate the CONTRACT or any SRO or WORK ORDER at any time without cause by giving CONTRACTOR written notification specifying the date of termination. APPLICABLE COMPANY shall pay CONTRACTOR, in respect of the SERVICES satisfactorily performed up to the date of termination, in accordance with the terms of the relevant SRO or WORK ORDER.

22.4 Any termination under this Clause 22 (TERMINATION) shall take effect from the date specified in such written notice ("**Effective Date of Termination**"). On the Effective Date of Termination, the terminated CONTRACT and/or SRO(s) or WORK ORDER(s) shall terminate and CONTRACTOR shall discontinue performance of the SERVICES and shall comply with APPLICABLE COMPANY's instructions regarding such termination.

22.5 In no event shall CONTRACTOR be entitled to any prospective profits, reimbursement of costs or any damages because of termination under this Clause 22 (TERMINATION).

22.6 CONTRACTOR shall have the right to terminate any SRO or WORK ORDER at any time without cause by giving COMPANY at least 30 days written notice.

25.0 INTELLECTUAL PROPERTY RIGHTS

25.1 Background Information. COMPANY GROUP retains all ownership rights to COMPANY BACKGROUND INFORMATION and all IPR in COMPANY BACKGROUND INFORMATION remains the property of COMPANY GROUP. CONTRACTOR GROUP retains all ownership rights to CONTRACTOR BACKGROUND INFORMATION and all IPR in CONTRACTOR BACKGROUND INFORMATION remain the property of CONTRACTOR GROUP. If any CONTRACTOR BACKGROUND INFORMATION or UNDERLYING CONTRACTOR IPR is contained within or necessary for COMPANY GROUP's implementation or exploitation of the DEVELOPED INFORMATION, CONTRACTOR hereby grants and shall ensure that all other applicable members of CONTRACTOR GROUP or any necessary THIRD PARTY grant to COMPANY GROUP and any THIRD PARTY performing work for COMPANY GROUP a world-wide, non-exclusive, irrevocable, perpetual, fully-transferable, royalty-free right and license, including the right to grant sub-licenses, to use the CONTRACTOR BACKGROUND INFORMATION or UNDERLYING CONTRACTOR IPR, including the right to copy, perform, display, execute, reproduce, modify, enhance, improve and create derivative works of the CONTRACTOR BACKGROUND INFORMATION or UNDERLYING CONTRACTOR IPR, to the extent necessary or useful for the implementation or exploitation of the DEVELOPED INFORMATION. CONTRACTOR does not receive any proprietary rights or

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

licenses from COMPANY GROUP as a result of its SERVICES hereunder except a limited, non-transferable, non-sublicenseable (except to other members of the CONTRACTOR GROUP as necessary for the purpose of performing SERVICES), revocable, non-exclusive, right to use any COMPANY BACKGROUND INFORMATION provided by COMPANY GROUP and DEVELOPED INFORMATION hereunder solely as necessary in connection with CONTRACTOR's performance of the SERVICES. All COMPANY BACKGROUND INFORMATION provided by COMPANY GROUP hereunder and DEVELOPED INFORMATION, must not be used by CONTRACTOR GROUP for any purpose except for the performance of the SERVICES, and must be returned to COMPANY, together with all copies thereof, at the completion of the SERVICES or upon COMPANY's request.

25.2 Tangible Personal Property. Upon creation, COMPANY owns all right, title, and interest in and to DEVELOPED INFORMATION. DEVELOPED INFORMATION must be clearly marked by CONTRACTOR as COMPANY's property. CONTRACTOR must furnish to COMPANY at least one (1) tangible copy of DEVELOPED INFORMATION, or any part thereof upon request by COMPANY, and at least one (1) tangible copy of DEVELOPED INFORMATION upon COMPLETION of the SERVICES or termination of the SERVICES. DEVELOPED INFORMATION shall be furnished in any format (including electronic) requested by COMPANY.

25.3 Intangible Personal Property. All IPR in all DEVELOPED INFORMATION shall vest in COMPANY unconditionally and immediately on their creation. In order to effect the foregoing, CONTRACTOR hereby irrevocably assigns, transfers and conveys to COMPANY its whole right, title and interest in and to any IPR in the DEVELOPED INFORMATION and agrees and undertakes to give COMPANY any and all assistance and do any and all such things as COMPANY may reasonably request to perfect COMPANY's right, title and interest in such IPR in the DEVELOPED INFORMATION or otherwise in connection with the protection, enforcement, registration and maintenance of any such IPR and any proceedings or steps that COMPANY may take, in its sole discretion, in respect of the same. For the avoidance of doubt, the assignment under this Clause 25.3 shall either take effect on the SRO or WORK ORDER effective date or as a present assignment of future rights (including by way of assignment of future copyright and design right on the creation of same) that will take effect immediately on the coming into existence of the relevant DEVELOPED INFORMATION, as appropriate. This assignment is without term and applies to all rights throughout the world.

25.4 Copyrights. CONTRACTOR and COMPANY intend that all right, title, and interest in and to DEVELOPED INFORMATION and any other original works of authorship which are fixed in any tangible form, that are created by or on behalf of CONTRACTOR GROUP solely or jointly with other PERSONS (including COMPANY GROUP) in the performance of the SERVICES (hereinafter collectively referred to as "**Creative Materials**"), which are covered by the definition of "work for hire" under 17.U.S.C. 101 of the U.S. Copyright Act of 1976 or similar laws in any other applicable jurisdiction, shall be considered "work for hire," and COMPANY shall be the sole owner of all copyrights in any such works. As to any such Creative Materials which are not covered under the aforementioned "work for hire" definition of the Copyright Act or any other applicable and similar laws, such that the CONTRACTOR or any other member(s) of the CONTRACTOR GROUP is regarded as the copyright author and owner, CONTRACTOR agrees and shall ensure that all other members of the CONTRACTOR GROUP and any involved PERSONS agree to assign and hereby assigns any and all such copyright ownership in such Creative Materials to COMPANY as provided in Clause 25.3 above. Any copyright notice displayed on DEVELOPED INFORMATION in tangible form must be in COMPANY's name and not in CONTRACTOR'S name. CONTRACTOR expressly, unconditionally and irrevocably waives (shall procure waivers from all Contributors as defined in Clause 25.8) all moral rights arising anywhere in the world (including, without limitation, rights arising pursuant to Chapter 4 of Part 1 and Chapter 3 of Part 2 of the Copyright, Designs and Patents Act 1988 and any broadly equivalent rights in any territory in the world) in all works arising from the performance of the CONTRACT, so far as is legally possible and will procure that its personnel do the same. To the extent that any such moral rights may not legally be waived,

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

CONTRACTOR agrees that it will not, and will procure that its personnel does not, assert such rights.

25.5 Notification of Developed IPR. CONTRACTOR must promptly notify COMPANY whenever any IPR in DEVELOPED INFORMATION is made, conceived, or developed by it or on its behalf. COMPANY may take, at its absolute discretion and its cost, such steps as it deems necessary from time to time to protect and enforce any such IPR and to register and maintain any protection for any such IPR (including, without limitation, the filing and prosecution of patent applications).

25.6 Covenants. CONTRACTOR represents that neither it nor any TEMPORARY PERSONNEL or other CONTRACTOR personnel engaged in the performance of SERVICES hereunder has or will breach or infringe any IPR of any THIRD PARTY in performance of the SERVICES. CONTRACTOR must inform COMPANY if CONTRACTOR requires any license or similar right under a THIRD PARTY'S IPR, or the performance of the SERVICES requires the payment of any royalty or similar fee by or for COMPANY. CONTRACTOR agrees to INDEMNIFY COMPANY GROUP from any and all CLAIMS/LOSSES which may be brought against any member of COMPANY GROUP at any time for infringement of any THIRD PARTY IPR allegedly relating to the performance, receipt or use of any SERVICES and/or DEVELOPED INFORMATION hereunder.

25.7 Use of COMPANY GROUP Trademarks / Name. CONTRACTOR may not make any oral or written statement or perform any act indicating that COMPANY or other members of COMPANY GROUP has endorsed or approved CONTRACTOR, CONTRACTOR GROUP or the work of either. CONTRACTOR may not associate or in any way connect any name or trademark of COMPANY GROUP with CONTRACTOR without COMPANY'S prior written approval. The provisions of this Clause 25.7 (USE OF COMPANY GROUP TRADEMARKS / NAME) shall not, subject to the IPR and Confidentiality restrictions contained in this CONTRACT or any SRO or WORK ORDER, restrict CONTRACTOR or TEMPORARY PERSONNEL from referencing and describing the work done hereunder in summary form in resumes or summaries of work experience and qualifications.

25.8 Necessary Agreements with Personnel. Where CONTRACTOR or any personnel of CONTRACTOR or any SUBCONTRACTOR (together, a "**Contributor**") is involved in performing SERVICES or otherwise contributes to the development or generation of DEVELOPED INFORMATION or associated IPR, CONTRACTOR will ensure that: (i) prior to commencing any work in connection with the CONTRACT any such Contributor is employed or engaged on terms that assign any and all right, title and interest that they may have in the DEVELOPED INFORMATION and associated IPR to COMPANY; and (ii) any such Contributor gives COMPANY any and all assistance and does any and all such things as COMPANY may reasonably request to perfect COMPANY'S right, title and interest in such DEVELOPED INFORMATION and associated IPR or otherwise in connection with the protection, enforcement, registration and maintenance of any such DEVELOPED INFORMATION and associated IPR and any proceedings or steps that COMPANY may take in respect of the same.

25.9 CONTRACTOR agrees to INDEMNIFY COMPANY GROUP from and against any CLAIMS/LOSSES arising out of any alleged infringement or violation of this Clause 25.

30.0 ANTI-CORRUPTION UNDERTAKINGS

30.1 CONTRACTOR and APPLICABLE COMPANY each agree and undertake one to the other that in connection with the CONTRACT or any SRO or WORK ORDER and the transactions contemplated by this CONTRACT and any SRO or WORK ORDER, they will each respectively comply with all applicable laws, rules, regulations, decrees, and/or official governmental orders of Canada, the United States of America, and each jurisdiction in which SERVICES are to be performed relating to anti-bribery and anti-money laundering.

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

30.2 As a matter of corporate policy, COMPANY GROUP expressly prohibits payment of bribes and also payment of any so-called "facilitation" or "grease" payments in connection with COMPANY GROUP business operations by any contractor or agent engaged to provide goods or services to COMPANY GROUP. CONTRACTOR agrees, undertakes and confirms that it the other members of CONTRACTOR GROUP has not made, offered, promised to make or authorized the making of, and will not make, offer, or promise to make, or authorize the making of, any payment or other transfer of anything of value, including without limitation the provision of any funds, services, gifts or entertainment, directly or indirectly to:

(a) any government official as defined in Clause 30.8;

(b) any member of COMPANY GROUP;

(c) any political party, official of a political party, or candidate for public office; and

(d) any agent or intermediary for payment to any of the foregoing;.

30.3 CONTRACTOR agrees and undertakes that in connection with the CONTRACT or any SRO or WORK ORDER and in connection with any other business transactions involving COMPANY GROUP in any country in which SERVICES are performed, CONTRACTOR, and each of its AFFILIATES and SUBCONTRACTORS:

(a) will apply effective disclosure controls and procedures;

(b) will maintain throughout the term of the CONTRACT or any SRO or WORK ORDER and for at least seven (7) years following its expiration or termination books, records, and accounts which, in reasonable detail, accurately and fairly reflect the transactions undertaken and the disposition of assets; and

(c) will maintain an internal accounting controls system that is sufficient to ensure the proper authorization, recording and reporting of all transactions and to provide reasonable assurance that violations of the anticorruption laws of the applicable jurisdictions will be prevented, detected and deterred.

30.4 CONTRACTOR agrees and acknowledges that APPLICABLE COMPANY, itself or through its duly appointed representatives, shall have the right to inspect and audit any and all books and records of CONTRACTOR relating to CONTRACTOR'S compliance with its obligations under this Clause 30 and Clause 35, and to make copies, at its expense, of any such books and records.

30.5 CONTRACTOR agrees to cooperate with APPLICABLE COMPANY as it may request in making its books, records, and personnel available in connection with any investigation conducted by APPLICABLE COMPANY or government authorities of matters that may implicate transactions or activities carried out by CONTRACTOR in connection with the CONTRACT or any SRO or WORK ORDER. CONTRACTOR will also provide APPLICABLE COMPANY with such further assurances or certificates that APPLICABLE COMPANY may request from time to time during the term of the CONTRACT or any SRO or WORK ORDER relating to matters covered by this Clause 30, and CONTRACTOR shall certify to APPLICABLE COMPANY in writing its compliance with this Clause 30 on an annual basis.

30.6 In addition to the termination provisions set forth in Clause 22 (TERMINATION) hereof, and without prejudice to any other rights or remedies COMPANY may have hereunder or at law or in equity (including, as applicable, the right to damages for breach of contract), APPLICABLE COMPANY shall have the right to suspend payment under and/or terminate the CONTRACT or any SRO or WORK ORDER with immediate effect if APPLICABLE COMPANY reasonably believes in good faith that any of the foregoing agreements, undertakings, or requirements set forth in this Clause 30 have not been complied with or fulfilled by CONTRACTOR in any material respect. Any such

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

termination shall be deemed to be termination for MATERIAL DEFAULT in accordance with Clause 22 (TERMINATION).

30.7 All payments by COMPANY to CONTRACTOR shall be made in accordance with the terms of payment specified in the SRO or WORK ORDER. In the absence of any such specific payment instructions elsewhere in the SRO or WORK ORDER, payments by COMPANY to CONTRACTOR shall only be made by check or wire transfer to a bank account of CONTRACTOR in the country in which CONTRACTOR is incorporated or where it has its head office, or to its office in the country in which the SERVICES will predominantly be performed, details of which shall be given by CONTRACTOR to COMPANY in writing. Such notification shall be deemed to constitute a representation and warranty that the bank account so notified is owned solely by CONTRACTOR and that no person other than CONTRACTOR has any ownership of or interest in such account.

30.8 For the purposes of this Clause 30, the term "government official" shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or instrumentality thereof, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest, and/or of any public international organization, or (ii) any close family member of any of the foregoing. For avoidance of doubt, the term "government official" shall include all directors, officers and employees of the national oil company in the country for which the SERVICES are being performed or any other state-owned companies, agencies, bodies or entities. This term also includes any person acting in any official, administrative or judicial capacity for or on behalf of any such government or department, agency, instrumentality, company, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel.

30.9 CONTRACTOR represents, warrants, and covenants that (i) no government official will have during the term of the CONTRACT or any SRO or WORK ORDER a direct or indirect interest in CONTRACTOR or in the CONTRACT or any SRO or WORK ORDER, or in the proceeds thereof, and (ii) it shall notify COMPANY promptly and in writing of any change in the foregoing.

30.10 CONTRACTOR further agrees and undertakes that with respect to any SUBCONTRACTORS it may engage in connection with the CONTRACT or any SRO or WORK ORDER or any other business transactions in any country in which the SERVICES are being performed involving COMPANY that (i) it will conduct appropriate due diligence prior to appointing or engaging such SUBCONTRACTORS to ensure that they are duly qualified to perform the tasks for which they have been engaged and that they are of good reputation, and (ii) it will cause all such SUBCONTRACTORS to agree, in writing, to compliance with laws and anti-corruption obligations and undertakings substantially equivalent to those set forth in this Clause 30; and to audit and inspection provisions substantially equivalent to those set forth in this clause 30; such that both APPLICABLE COMPANY and CONTRACTOR shall each have the same rights with respect to any SUBCONTRACTOR (including without limitation the same rights of inspection and audit with respect to the books and records of that SUBCONTRACTOR) that APPLICABLE COMPANY has with respect to CONTRACTOR under the CONTRACT or any SRO or WORK ORDER.

31.0 CODE OF BUSINESS ETHICS

CONTRACTOR acknowledges, represents and warrants that it has received (from the Company a separate document) and reviewed a copy of Spectra Energy's Code of Business Ethics and Supplier Code of Conduct (copies of which can be found at www.spectraenergy.com).

SECTION IV – POLICES

EXHIBIT 1 – SUBSTANCE ABUSE POLICY ("Policy")

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

Note: COMPANY will adhere to all aspects as legally permitted to law of the jurisdiction where the SERVICES are being performed.

COMPANY has a strong commitment to provide a safe work place for its employees and other persons working or visiting COMPANY GROUP premises. In order to assist in maintaining a safe working environment and to protect COMPANY GROUP property, this Policy concerning substance abuse is established.

CONTRACTOR must have and administer a formal substance abuse interdiction policy that meets the minimum standards set forth in this Section IV, Exhibit 1. CONTRACTOR's policy must include substance testing of TEMPORARY EMPLOYEES who will be employed in COMPANY Safety Sensitive Positions.

The failure of CONTRACTOR to comply with the provisions of this Policy constitutes cause for cancellation of the CONTRACT.

Definitions

In this Section IV, Exhibit 1, the following terms have the meanings set out below. All other capitalized terms shall have the meanings set out in Clause 1 of Section I of the CONTRACT.

"**OHSA**" means the *Occupational Health and Safety Act* (Ontario), or similar law or statute applicable in other provinces/territories of federal jurisdictions where COMPANY engages CONTRACTOR under this CONTRACT. (https://www.ontario.ca/laws/statute/90o01) Alberta Occupational Health and Safety Act (http://www.qp.alberta.ca/1266.cfm?page=O02.cfm&leg_type=Acts&isbncln=9780779775699&display=html)

"**Safety Sensitive Position**" means a position designated as such by the COMPANY to the CONTRACTOR, including those as outlined in Article VIII below, as updated from time to time.

ARTICLE I – POLICY STATEMENT

The use, possession, concealment, transportation, promotion, or sale of the following substances is strictly prohibited on COMPANY GROUP premises, including all property owned, operated, leased by, or under the control of COMPANY. Any TEMPORARY PERSONNEL in violation of this Policy is prohibited from COMPANY GROUP premises.

- Prohibited substances are defined as: (a) any alcoholic beverage, the use of which is not authorized by the COMPANY, (b) any substance that an individual may not sell, possess, use, or distribute under the laws of the province in which the individual is employed or is working, and (c) any otherwise legal but illicitly-used substances.
- "Otherwise legal but illicitly-used substances" include (a) prescription drugs obtained without proper medical authorization, and (b) prescribed drugs, over-the-counter drugs, and other substances not being used for their intended purposes or at intended dosage.
- Drug paraphernalia and similar items used for substance abuse are likewise prohibited from COMPANY GROUP premises.

A violation of this Policy will subject the offending TEMPORARY PERSONNEL to denial of entry to COMPANY GROUP premises and denial to provide SERVICES. Reinstatement of the access privilege may be made after one year upon request of the employing CONTRACTOR. Such requests will be evaluated by COMPANY on the merits of each case. A request will be considered only upon receipt of evidence that the applicable PERSON has successfully passed a substance screen within thirty (30) days of the request and has successfully completed an assessment by a Substance Abuse Professional ("**SAP**") and has complied with all recommended treatment or rehabilitation prescribed by the SAP.

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

ARTICLE II – TESTING

A. DEFINITIONS

For the purpose of this policy:

1. **"substance testing"** means the analysis of urine, saliva, or breath; however, at times circumstances may warrant additional testing methods.
2. **"chain of custody"** means the combination of procedures and documentation which provides a faithful and accurate written record of the custody of a biological specimen from time of initial collection of a specimen to final laboratory analysis.
3. **"negative test result"** means a laboratory conclusion that the presence of a substance was not detected in a specimen at or above the screening and confirmation levels utilized.
4. **"screened non-negative result"** means that an EMIT analysis has revealed one or more substances present at or above screening and confirmation cut-off level.
5. **"screened non-negative confirmed"** means a laboratory conclusion that a specimen was found to contain the presence of a substance based on one or more analytical procedures which did include gas chromatography/mass spectrometry (GC/MS)
6. **"confirmed positive result"** means a laboratory screened non-negative result that has been confirmed as a positive substance test by a Medical Review officer (MRO).

A. LABORATORY AND SAMPLING STANDARDS

1. Testing for the following substances is required:

   - Amphetamines & Methamphetamines
   - Marijuana
   - Cocaine Metabolite
   - Opiates
   - Oxycodone
   - Benzodiazepines
   - PCP
   - Alcohol

2. The specimens will be tested using an enzyme immunoassay (such as EMIT) and/or a radioimmunoassay or may be tested using LCMS. In this testing scheme, a positive finding is called a screened non-negative result. All screened non-negative results found using EMIT and/or radioimmunoassay will be further tested using LCMS or GC/MS. All screened non-negative results found using LCMS do not require further testing. All screened non-negative confirmed results using GC/MS or LCMS will undergo MRO review. Oral swab and point of collection testing is not acceptable for substance testing.

3. Alcohol screening testing may include utilization of either breath or saliva testing. MRO review is not required for positive alcohol test results.

   CONTRACTOR shall have the drug or alcohol testing required pursuant to this Policy to be conducted by a PERSON APPROVED by COMPANY.

B. CONFIDENTIALITY

When substance testing of TEMPORARY PERSONNEL is performed for the purpose of establishing eligibility to enter COMPANY GROUP premises, such substance testing results will not be individually disclosed to COMPANY. COMPANY will require, however, that

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

CONTRACTOR certifies that each TEMPORARY PERSONNEL assigned to perform SERVICES at SERVICES LOCATIONS has been substance tested which testing meets the standards of this Policy and such persons have received a negative test result and is fit for the work to which he/she will be assigned at COMPANY. CONTRACTOR must maintain records of substance testing, which are subject to audit by COMPANY (see Articles IV and VI of this Exhibit 3 – SUBSTANCE ABUSE POLICY) in accordance with the applicable CONTRACT provisions and subject to any privacy legislation or directives.

The results of substance testing performed for reasonable suspicion or accident/incident investigations as outlined below must be disclosed to COMPANY REPRESENTATIVE upon request.

D. TESTING

1. CONTRACTOR will conduct substance testing in these situations:

(a) before TEMPORARY PERSONNEL enter SERVICES LOCATIONS for the first time when assigned to a Safety Sensitive Position.

NOTE: if CONTRACTOR does perform substance testing for reasonable suspicion or accident/incident investigations in the circumstances as outlined below in D.2. (a) or (b), results must be disclosed to COMPANY REPRESENTATIVE upon request.

2. COMPANY will conduct substance testing in these situations:

(a) upon reasonable suspicion by the CONTRACTOR or COMPANY that a particular TEMPORARY PERSONNEL on a SERVICES LOCATION is under the influence of, or has consumed, any substance or item prohibited by this Policy[1]; and

(b) immediately following any incident which results in a recordable bodily injury as defined by OHSA, or significant damage to COMPANY or CONTRACTOR-owned property, as designated by COMPANY. (Note: Substance testing may also be required by the CONTRACTOR or COMPANY following a near-miss incident. A near-miss incident is any incident which, if it had proceeded to a reasonably possible and more serious level of development, would have had the potential for personal injuries, property damage, or serious liability claims)

3. CONTRACTOR will assume all costs associated with testing, including those noted in Section 2. (a) and (b) immediately above.

4. The refusal of TEMPORARY PERSONNEL to sign a consent form or submit to any substance testing will result in revocation of the TEMPORARY PERSONNEL's access privileges to SERVICES LOCATIONS and will result in such TEMPORARY PERSONNEL not performing SERVICES for COMPANY.

E. EXCEPTIONS

There are not exceptions to this Policy.

F. VALIDITY PERIOD

Before TEMPORARY PERSONNEL may access a SERVICES LOCATION, substance testing must have been administered within thirty (30) days immediately preceding access. This requirement may be waived by local authorized COMPANY management for persons who are regaining access after an absence of not more than thirty (30) days.

BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

COMPANY may recognize substance testing conducted on TEMPORARY PERSONNEL while such person worked for a different employer provided that: (1) the test is conducted within the 30-day period required by this Policy; and (2) the laboratory and sampling procedures meet the standards set forth in this Policy.

ARTICLE III – SEARCHES AND INSPECTIONS

In accordance with applicable law, COMPANY reserves the right at all times on COMPANY GROUP SERVICES LOCATIONS to conduct unannounced substance screens, searches, and inspections of TEMPORARY PERSONNEL including their effects, lockers, baggage, desks, tool boxes, clothing, and vehicles. The purpose of such screens, searches, and inspections is to ensure compliance with this Policy.

Any controlled substances or items prohibited by this Policy, or any materials that are illegal to possess, will be retained by COMPANY and may be destroyed or turned over to the appropriate law enforcement agency.

The refusal of TEMPORARY PERSONNEL to submit to a search or inspection conducted in accordance with applicable laws will result in the revocation of such TEMPORARY PERSONNEL's access privileges.

ARTICLE IV – COMPLIANCE AUDITS

COMPANY reserves the right to periodically audit CONTRACTOR's records to verify compliance with this Policy. Such verification will include, but not be limited to:

1. examination of the CONTRACTOR's substance abuse policy and its implementing directives and procedures;
2. a determination that substance testing is being conducted in those situations which require it and that such testing meets the standards of this Policy;
3. examination of chain of custody procedures which ensure integrity of collected specimens; and
4. evaluation of laboratory services.

Such audits will be in accordance with the applicable CONTRACT provisions and subject to any applicable laws, including privacy legislation or directives.

ARTICLE V – SUBCONTRACTS

In all cases where CONTRACTOR is permitted to employ a SUBCONTRACTOR, CONTRACTOR is responsible for insuring that SUBCONTRACTOR and SUBCONTRACTOR's applicable personnel are in compliance with this Policy. Contracts between CONTRACTOR and its SUBCONTRACTORS must stipulate that COMPANY reserves the right to audit SUBCONTRACTOR's substance programs.

ARTICLE VI – CONSENT FORMS

CONTRACTOR must obtain a signed consent demonstrating the agreement of each TEMPORARY PERSONNEL to release to CONTRACTOR the results of any substance testing performed in circumstances described in Section D.2. (a) or (b) above.

ARTICLE VII – NOTICE

CONTRACTOR must ensure that TEMPORARY PERSONNEL and SUBCONTRACTORS are informed of the provisions of this Policy and of CONTRACTOR's substance abuse policy. Notice will include the consequences of failure to comply, and notice will be made prior to TEMPORARY PERSONNEL entering SERVICES LOCATIONS.

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____

Company Initials _____

ARTICLE IV – CONCLUSION

Consideration for performing SERVICES on SERVICES LOCATIONS will be conditioned upon CONTRACTOR's implementation of a policy that, in COMPANY's sole judgment, conforms to the minimum standards expressed in this Policy. Program development and implementation are the responsibility of the CONTRACTOR.

The central goal of this Policy is to provide a safe and efficient working environment for all PERSONS on SERVICES LOCATIONS. Cooperation is vitally important to the achievement of this important goal.

EXHIBIT 2 – ENVIRONMENTAL, HEALTH and SAFETY

The following minimum environmental, health and safety ("**EHS**") requirements have been developed for CONTRACTOR and its SUBCONTRACTORS performing SERVICES at SERVICES LOCATIONS and exclusively for COMPANY at CONTRACTOR SERVICES LOCATIONS. CONTRACTOR shall ensure that any SUBCONTRACTOR whom it engages meets all of these minimum EHS requirements set out in this Section IV, Exhibit 2 and shall be liable for any breach of this Section IV, Exhibit 2 by its SUBCONTRACTORS. Any reference to CONTRACTOR herein shall also be a reference to its SUBCONTRACTORS. CONTRACTOR shall take any additional precautions necessary to prevent harm to persons or damage to property and/or the environment in the performance of SERVICES for the COMPANY.

1. **DEFINITIONS**:
   In this Section IV, Exhibit 2, the following terms have the meanings set out below. All other capitalized terms shall have the meanings set out in Clause 1 of Section I of the CONTRACT.

(a) "**Incident**" as used in this Section IV, Exhibit 2, shall refer to any injury or illness that is work related under the *Occupational Safety and Health Act* (Ontario), or similar law or statute applicable in other provinces/territories where COMPANY engages CONTRACTOR under this CONTRACT.

2. CONTRACTOR shall comply with all applicable EHS laws, regulations, codes and standards of agencies having jurisdiction SERVICES LOCATIONS – http://www.spectraenergy.com/Sustainability/Focus-Areas/Our-Supply-Chain/Supplier-Expectations-and-Risk-Management/.

3. CONTRACTOR will have in place a comprehensive EHS policy and training program (the "**EHSP&TP**") that complies with all applicable EHS laws, regulations, codes and standards of agencies having jurisdiction at SERVICES LOCATIONS and demonstrate that there is an appropriate process in place to identify and ensure such compliance. If requested by COMPANY, CONTRACTOR shall, subject to any applicable law which may require CONTRACTOR to restrict or limit such disclosure, furnish COMPANY with details of CONTRACTOR's internal EHSP&TP, manuals, procedures, and/or policy statement which would include, as a minimum, the following: a definition of roles and responsibilities; details of CONTRACTOR's Incident reporting system; evidence of a training program and training records; details of an induction process; details of the management and control of SUBCONTRACTORs; and details of the internal audit and review process.

4. In respect of EHS, CONTRACTOR shall ensure that key advisory and management roles are performed by personnel having an appropriate level of skills, qualifications and experience.

5. COMPANY shall have the right to audit CONTRACTOR's EHSP&TP and, if necessary, appoint, at COMPANY's expense, an independent auditor for such audit.

CANADA'S BEST MANAGED COMPANIES Platinum member

Consultant Initials _____
Company Initials _____

6. CONTRACTOR shall require TEMPORARY PERSONNEL to participate in COMPANY scheduled safety meetings and supplementary EHS training provided by COMPANY covering facility and job hazards, Incidents and near misses, site-specific safety and health rules, and applicable procedures in relation to SERVICES carried out at the applicable SERVICES LOCATIONS. TEMPORARY PERSONNEL shall report and document all potential hazards, unsafe conditions, and unsafe acts in accordance with COMPANY policies in relation to SERVICES carried out at SERVICES LOCATIONS.

7. TEMPORARY PERSONNEL shall follow all COMPANY specific EHS policies including, but not limited to, COMPANY Life Saving Rules Policy, COMPANY Prolonged Periods of Work Policy and COMPANY Distracted Driving Policy) while conducting SERVICES in SERVICES.

8. CONTRACTOR shall ensure proper personal protective equipment is used by all TEMPORARY PERSONNEL provided by or on behalf of CONTRACTOR as required by COMPANY's safety policies in relation to SERVICES carried out at SERVICES LOCATIONS. In addition, specialized personal protective equipment may be required by the nature of the SERVICES and/or as specified by applicable law and COMPANY policy for identified tasks.

9. CONTRACTOR shall ensure that in the event that TEMPROARY PERSONNEL are involved in an incident that such person shall participate in the investigation and root cause analysis of such incident.

EXHIBIT 4 – Travel

Contractor acknowledges that it has received from the Company a copy of the Spectra Travel Policy and further warrants that Contractor has reviewed and will comply with said Policy in its entirety.

BEST MANAGED COMPANIES
Platinum member

Consultant Initials _____
Company Initials _____

SCHEDULE C
STATEMENT OF WORK

[This page has intentionally been left blank]

CANADA'S BEST MANAGED COMPANIES
Platinum member

Consultant Initials _____

Company Initials _____

Onboarding Acknowledgments

I, C Cubed Data Integrators Partnership ("the Consultant") have been engaged through PROCOM Consultants Group Ltd. ("Staffing Firm") to provide services (the "Services") to Spectra Energy ("Client") by working at Spectra Energy's premises.

I acknowledge having received the website links to the ("**OHSA**") *Occupational Health and Safety Act (Ontario)*, the *Alberta Occupational Health and Safety Act* as well as, the *Environmental, Health and Safety Management Policy* ("**EHS**") as mentioned on page 13 and page 18 of the Schedule B – Client Provisions.

I acknowledge have read these polices in its entirety and understand that full compliance is mandatory. I undertake to comply with the polices and acknowledge that any violation may result in disciplinary action, which could include the immediate termination of the Services. I also acknowledge that failure to comply with the provisions of these Polices constitutes cause for the cancellation of the Contract.

Signature

2016/09/18
Dated

WILLIAM B TOWSLEY
Print Name of Assigned Personnel