



Telecommunications Service Agreement

This Agreement is dated February 10, 2025, and is made

BETWEEN:

Albari Holdings Ltd.

(by its duly authorized agent, Epic Investment Services (Alberta) Inc.

#410, 10250 101 Street NW, Edmonton, AB T5J 3P4

(hereinafter called the "**Client**")

-and-

Telus Communications Inc.

25 York Street, Floor 29, Toronto, ON M5J 2V5

(hereinafter called the "**Contractor**")

(collectively, the "**Parties**")

WITNESSETH that in consideration of the mutual covenants and consideration herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto agree as follows:

1. **Definitions.** The following terms used in this Agreement shall have the following meaning:
 - a. "**Affiliate**" means a company that is affiliated with another within the meaning of the Canada Business Corporations Act.
 - b. "**Agreement**" means this agreement between the Client and Contractor, including all schedules attached hereto.
 - c. "**Approved Subcontractor**" has the meaning given to it in Section 10 of this Agreement.
 - d. "**Client**" means the person or entity identified as such on page 1 of this Agreement.
 - e. "**Commencement Date**" means the date set out in Section 4 of this Agreement.
 - f. "**Contractor**" means the person or entity identified as such on page 1 of this Agreement.

- g. **"Contractor's Personnel"** means the officers, directors, employees, and workers employed by the Contractor in connection with the provision of the Services.
- h. **"Fees"** means the price for the performance of the Services as stipulated in Section 5 of this Agreement and further detailed in Schedule A attached hereto.
- i. **"Manager"** means Epic Investment Services (Alberta) Inc. in its capacity as manager of the Property.
- j. **"Owner"** means **Albari Holdings Ltd.**
- k. **"Property"** means the lands and premises municipally known as 10130 103 Street NW, Edmonton, AB.
- l. **"Services"** means the services more particularly described in Schedule B attached hereto together with all other services, functions, and responsibilities described in this Agreement and all ancillary services required to provide such services, provided to such area or Property as described in Schedule C attached hereto.
- m. **"Term"** means the term of the agreement including any subsequent renewals thereof in accordance with Section 4 of this Agreement.

2. Services and Appointment.

- a. The Client appoints the Contractor, and the Contractor agrees to provide or cause to be provided the Services promptly and efficiently in a careful and first-class manner. The Contractor shall supervise the Services and shall provide, at its own expense, the labour, materials, equipment, and any other item necessary to perform the Services, to the satisfaction in all respects, of the Client.
- b. The Services will be provided to the Client on a non-exclusive basis and the Client may choose to retain other providers of services similar to the Services during the Term.
- c. The Contractor will comply with all policies the Client may establish including, and not limited to: the hours during which Services are performed, rules and regulations of the Property, security, the use of access keys or cards and respecting restricted access areas.
- d. The Contractor will minimize disruptions to occupants of the Property, and other service providers,

3. Contractor's Representations. The Contractor represents and warrants to the Client that:

- a. It has and will have, for the entire term of the Agreement, the personnel, offices, equipment, organization, professional qualifications, authorizations, permits, licenses and expertise necessary for the provision of the Services according to the industry's strictest standards for property of a similar class in the same sector;
- b. It will act only in the Client's best interests;
- c. It is familiar with the Property, and it has obtained all required information pertaining to the performance of the Services;
- d. It is familiar with all physical conditions and all circumstances in connection with the Property relevant to the performance of the Services, including and not limited to all matters related to "Hazardous Substances" (defined in Section 11 b.); and

- e. The Contractor will not, during the Term or for a period of one year after the expiry termination of this Agreement, employ or engage any officer, director, employee, or consultant that is working for the Client, or knowingly seek to employ or engage any of those persons, without the Client's written consent.

4. Term of the Agreement. This Agreement shall remain in full for the Initial Term of 60 months, commencing on March 1, 2025, subject to earlier termination as herein provided.

5. Fees and Payment.

- a. The Client shall pay to the Contractor the Fee payable plus any applicable goods and services tax or harmonized sales tax ("**GST/HST**"), value added, sales taxes, use and other similar taxes (collectively the "**Sales Taxes**") levied by governmental authorities.
- b. All Fees shall be invoiced annually in arrears by the Contractor. Each invoice shall include all prescribed information required by the Client including, but not limited to, the Property, appropriate details of the Services provided, a purchase order number, and the Contractor's GST/HST registration number.
- c. All invoices will be paid by the Client on the later of (i) the last day of each and every year during the Term or (ii) thirty (30) days after the receipt of a correct invoice from the Contractor; provided that no invoice shall be required to be paid if it is not in the form or does not contain the information required by this Section 5 and/or it contains errors or deficiencies, until such time as the Contractor corrects same and re-invoices the Client. If the Term commences on a day other than on the first day of a calendar month or ends on a day other than the last day of a calendar month, then the Fee shall be prorated for that part of the calendar month within the Term.
- d. The Client may set off against the Fees any amounts owing, payable or accruing due to the Client from the Contractor whether due to indemnity claims, releases, Contractor defaults or any other entitlement of the Client.

6. Personnel

- a. The Contractor is solely responsible for the control and management of its operations, employment practices and labour relations. The Contractor shall be responsible, at its sole cost and expense, for hiring, directing, supervising, and discharging the personnel necessary and desirable to properly carry out the Services. The Contractor shall employ only orderly, competent, and skillful personnel to perform the Services. If, in the sole opinion of the Client, any member of the Contractor's personnel, whether it is an employee, director, officer, agent or other representative of the Contractor, is intemperate, disorderly, disoriented, incompetent, negligent or dishonest in the performance of his or her duties or otherwise creates or represents a hazard on the Property, they shall be forthwith removed from the Property by the Contractor.
- b. All personnel of the Contractor shall, if required, wear uniforms approved by the Client, which will be rented or purchased by the Contractor at the Contractor's expense.
- c. All personnel of the Contractor shall, if requested by Client, acting reasonably, participate in any reasonable training requirements, abide by relevant rules or regulations, and abide by public health or vaccination requirements or requests specific to the Property, the Owner, the Manager or any tenants of the Property. The training requirements and rules and regulations may evolve from time to time. The Client shall provide reasonable notice of any requests or changes.
- d. The Contractor shall ensure that all personnel involved in the performance and delivery of the Services are legally entitled to work in the province where the Property is situated, have been checked as to past work history and references and have been vetted as to integrity and good

character. If requested by the Client, the Contractor shall provide evidence that it has undertaken such personnel screening procedures. If the Client determines that an employee of the Contractor lacks integrity or good character or has not been adequately screened and/or vetted by the Contractor, then the Contractor will immediately cease to involve such employee in the performance and delivery of the Services.

- e. The Contractor remains solely liable at all times for all acts (and omissions) relative to the Services, whether by the Contractor or its employee, consultant, agent, representative or Approved Subcontractor, and acknowledges that it is liable for any offences committed by them, particularly in the event of fraud.

7. Responsible Contractor.

- a. For the purposes of this Agreement, a “**Responsible Contractor**” is a contractor, a subcontractor or a service provider who, as evidenced by the payroll register and employee records: (i) pays its employees fair wages and fair benefits and provides training to each employee, commensurate with the responsibilities given to such an employee to provide the elements of the Services that the Contractor has undertaken to provide to the Client in accordance with this Agreement; (ii) complies with all the municipal, provincial and federal legislation, regulations, by-laws and policies concerning the employment of each employee, including, without limitation, those concerning employment standards, labour relations, health and safety and human rights, privacy legislation and regulations, statutory employment deductions at source (income taxes) and remittances, pension legislation and compliance with the insurance conditions; and (iii) assures that each employee’s working conditions are secure, safe, reasonable and free of harassment.
- b. The Contractor shall be a Responsible Contractor throughout the Term of this Agreement and shall communicate these requirements to each Approved Subcontractor and shall obtain the written agreement of each engaged subcontractor, agent, and service provider to be a Responsible Contractor.
- c. All vendors conducting business with Epic are required to review, acknowledge, and comply with Epic’s Responsible Contracting Policy, which is available on Epic’s website, <https://epicinvestmentservices.com/rcp>.
- d. Any infringement of the Responsible Contractor requirement by the Contractor or any Approved Subcontractor will be deemed as default by the Contractor.
- e. The Client and/or its agents or auditors, acting reasonably may enter the Contractor’s offices at the Contractor’s head office during regular business hours, upon providing 48 hours written notice, to examine the Contractor’s facilities and equipment, the records, and systems, to audit the Contractor’s compliance with the Policy and its obligations under this Agreement. The Contractor will obtain any consent required in accordance with the applicable privacy legislation to disclose the information that is part of the audit process requested by the Client.
- f. The Contractor agrees to participate in any third-party accreditation program that the Client may subscribe to in order to provide and confirm relevant information related to responsible contracting practices, health and safety practices, insurance coverages, and other relevant procedures or policies, as requested by the Client acting reasonably.

8. Safe Services.

The Contractor (i) is fully responsible for managing all health and safety risks related to the Services, and (ii) will ensure that the Contractor and each Approved Subcontractor provides the Services in a safe manner. Without limiting the preceding sentence, the Contractor shall:

- i. ensure that all Workers are duly trained as required by Workplace Hazardous Materials Information System (“**WHMIS**”) and all other occupational health and safety requirements and that all materials brought onto the Property will be handled, stored, labelled, documented and used in a safe and proper manner as required by law;
- ii. be entirely responsible for compliance with WHMIS and all other workplace health or safety requirements related to the Services;
- iii. ensure that all Workers are equipped with all safeguards and personal protective equipment as may be necessary for the performance of the Services;
- iv. immediately notify the Client if the Contractor becomes aware of any fatality, serious injury or illness involving the Contractor, or actual, threatened, or reasonably anticipated risk to human health or safety related to the Services or potential breach of its obligations hereunder; and
- v. immediately notify the Client of any complaints received or any notices of investigation or noncompliance from any regulatory authority or agency related to any health or safety matter and co-operate with the Client, assist in any such investigation, and rectify any breaches of the Contractor’s obligations under applicable health and safety law or other requirement.

9. Workers’ Compensation.

- a. The Contractor shall be solely responsible for registering itself and all persons engaged for service by it under applicable workers’ compensation legislation and has paid and shall pay all applicable workers’ compensation premiums and shall maintain such registrations and workers’ compensation coverage throughout the Term in the jurisdiction where the Services are performed.
- b. Before any part of the Services is commenced under this Agreement, the Contractor shall furnish the Client with evidence, satisfactory to the Client, of compliance with all requirements of any applicable workers’ compensation and occupational health and safety legislation and regulations. If any part of the Services is subcontracted, before any part of the Services is commenced by any subcontractor, the Contractor shall furnish the Client with evidence, satisfactory to the Client, of compliance with all requirements of any applicable workers’ compensation legislation and regulations by each and every subcontractor which the Contractor has employed in performing the Services.

10. Subcontractors. The Contractor will not subcontract any of its obligations under this Agreement unless the Client has approved, in writing, the subcontractor (an “**Approved Subcontractor**”). The Contractor shall provide information and materials about the subcontractor as reasonably requested by the Client in a timely manner in order for the Client to provide any approval. The Contractor represents and warrants that the form and content of any written subcontractor agreement shall contain terms and conditions that are equally as protective of the Client as the terms and conditions contained in this Agreement. The Contractor is responsible to the Client for the acts or omissions of any Approved Subcontractor, agent or provider engaged by the Contractor.

11. Compliance with Legislation.

- a. The Contractor shall, comply with all laws, by-laws, decrees, codes, ordinances, and regulations in force relating to provision of the Services and shall obtain all required licences and permits from municipal, provincial, or other authorities necessary for the performance of the Services.
- b. The Contractor shall not transport or bring on to the Property any Hazardous Substance except with the Client's prior written consent and then only in such minimum quantities necessary for the performance of the Services and in compliance with all Environmental Laws. Any Hazardous Substance brought onto the Property shall remain the property of the Contractor unless otherwise agreed by the Client in writing. "**Hazardous Substance**" means any substance, whether a waste, a liquid, a gaseous or a solid matter, alone or in any combination, hazardous, hazardous waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any Environmental Laws. "**Environmental Laws**" means all applicable laws, statutes, regulations, ordinances, treaties, by-laws and codes, now or hereafter in existence relating to Hazardous Substances.

12. Privacy and Personal Information.

- a. "**Personal Information**" means any information about an identifiable individual that is transferred or otherwise made accessible to the Contractor or its Approved Subcontractors, agents or engaged providers or that is otherwise collected, used, transferred, or disclosed by the Contractor or its Approved Subcontractors, agents or engaged providers in relation to the performance of the Services. The Contractor acknowledges that as between the parties the Client is the owner and controller of all Personal Information. Personal Information constitutes Data and Client Confidential Information, as each of those terms are defined in this Agreement, regardless of whether the Personal Information is publicly available. The obligations imposed under this Section 12 are in addition to the obligations imposed on the Contractor in respect of Data and other Client Confidential Information.
- b. In respect of all Personal Information, the Contractor shall comply with all applicable privacy legislation and without limiting the obligations, the Contractor will:
 - i. keep Personal Information in strict confidence and not disclose such information to any third party except: (i) as expressly instructed by the Client; or (ii) as required to comply with applicable laws or regulations or a valid court order or other binding requirement of a competent governmental authority, but in that case: (A) the Client must be immediately notified in writing of any such requirement (and in any event prior to disclosure of the Personal Information), and (B) the Contractor shall provide all reasonable assistance to the Client in any attempt by the Client to limit or prevent the disclosure of the Personal Information;
 - ii. not use Personal Information except as necessary to provide the Services;
 - iii. return to the Client or, at the election of the Client, destroy all or specified Personal Information in the Contractor's possession or the possession of any Approved Subcontractor, upon the termination of Services and/or in accordance with directions received from the Client from time to time;
 - iv. where Personal Information is collected directly from an individual by the Contractor in connection with the provision of Services, ensure that appropriate consents are obtained from the individual to allow for the lawful processing of such Personal Information in compliance with applicable privacy laws and limit such collection and use of such Personal Information to the purposes specified and necessary to perform such Services;
 - v. immediately inform the Client of any material changes that may affect its Personal Information handling processes;

- vi. immediately notify the Client of any complaints received or any notices of investigation or noncompliance from any governmental or regulatory authority or agency related to the collection, use or disclosure of Personal Information and co-operate with the Client, assist in any such investigation and rectify any breaches of the Contractor's obligations under applicable privacy legislation;
 - vii. immediately notify the Client of any request received by any individual for access to or correction of their Personal Information or of any complaints relating to the processing of their Personal Information and co-operate with the Client and assist in responding to such requests or complaints in accordance with applicable privacy legislation;
 - viii. designate and identify to the Client an individual to be accountable for the Contractor's compliance with the obligations imposed on the Contractor in respect of Personal Information under this Agreement;
 - ix. on reasonable notice and during normal business hours permit the Client or its designee to audit the Contractor's compliance with its obligations described in this Agreement relating to the collection, use, disclosure and protection of Personal Information and to enter onto the Contractor's premises and inspect the Contractor's electronic systems, files and records for this purpose;
 - x. not subcontract, assign, or delegate to any third party its obligations with respect to the collection, use, disclosure, storage, handling, or processing of Personal Information in connection with the Services without obtaining written contractual commitments of such third party substantially the same as those imposed on the Contractor under this Agreement; and
 - xi. immediately notify the Client if the Contractor becomes aware of any actual, threatened or reasonably anticipated potential breach of its obligations hereunder or of any actual, threatened or reasonably anticipated loss or theft of, or unauthorized access, use or disclosure of, Personal Information.
- c. The Client shall provide or cause the Client's agents or other representatives to provide, as the case may be, Personal Information to the Contractor in relation to the Services in accordance with any applicable legislation and, where required by law, shall obtain the prior consent of any individual whose Personal Information shall be disclosed by the Client or its agents, as the case may be, to the Contractor.

13. Data & Data Security.

- a. Despite anything else in this Agreement, the Client is and will be the exclusive owner of all data and information, including Personal Information (the "**Data**") arising or derived from the Services (howsoever created, collected, or processed), including without limitation all aggregated, anonymized, analytical, statistical, and other data that contains or otherwise reflects such data and information. To the extent ownership of the Data does not vest in the Client, the Contractor assigns, or will cause to be assigned to the Client, all rights, title, and interest in the Data.
- b. All Data is Client Confidential Information (as defined in Section 40), and unless otherwise agreed by the parties in writing, the Contractor will not (regardless of whether it ceases to be Client Confidential Information): i. access, use, disclose, monitor, analyze, individualize, anonymize, aggregate, store, copy, sell, assign, lease or otherwise provide Data to any other person; ii. commercially exploit Data in any form (including any individualized, anonymized or aggregated form); or iii. otherwise use, or cause or permit any of its representatives to use, Data, other than to perform the Services.
- c. The Contractor shall:

- i. maintain internal information security practices, including, but not limited to, using appropriate firewall and anti-virus software; maintaining said countermeasures, operating systems and other applications with up-to-date current virus definitions and security patches; installing and operating security mechanisms in the manner in which they were intended that are designed to ensure that the Client will not be impacted nor its operations disrupted; and permitting only authorized users access to systems and applications;
 - ii. use up-to-date anti-virus tools to remove known malicious functionalities from any email message or data transmitted to the Client that are designed to prevent the transmission of attacks on the Client via the network connections between the Client and the Contractor and to prevent unauthorized access to the Client's systems or those of the Client's third-party service providers via the Contractor's networks and access codes; and
 - iii. provide the Client with the name and contact information for an employee of the Contractor who shall serve as the Client's primary security contact.
- d. The Contractor will: (i) not access or attempt to access the Client's websites; test, production or other environments; or computing systems and networks ("**Client Environments**"), except, and only to the extent, as expressly permitted by the Client; (ii) not introduce any application, program, instruction or other technology into Client Confidential Information (including Data) or Client Environments that is intended or designed to, or has the effect of disabling, damaging, deleting, permitting unauthorized access to, or otherwise adversely affecting Client Confidential Information (including Data) or Client Environments; and (iii) use commercially reasonable processes and practices to minimize the threat of unauthorized access to Client Environments arising from the Client's receipt of the Services or the use of the deliverables from the Contractor by the Client.
- e. The Contractor will comply with the policies, processes, and procedures of the Client in connection with or relating to Client Confidential Information (including Data) or Client Environments that have been communicated in writing to the Contractor from time to time.
- f. The Contractor will: (i) immediately notify the Client if it becomes aware of any breach of this Section 13 or any destruction, loss, alteration or unauthorized access, disclosure or use of Client Confidential Information (including Data) in the possession or control of the Contractor or Client Environments (each, a "**Security Breach**"); (ii) mitigate, to the extent practicable, any adverse effects of the Security Breach, including without limitation taking steps to enforce against any person that caused the Security Breach; and (iii) do all things, execute all documents and give all assistance reasonably required by the Client to enable it to mitigate, to the extent practicable, any adverse effects of the Security Breach, including without limitation taking steps to enforce against any person that caused the Security Breach.
- g. Immediately following the Contractor's notification to the Client of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach.
- 14. Security.** The Contractor will, to the best of its ability, report to the Client any circumstance that could lead it to believe that there has been a breach of the appropriate security measures and will report any articles of value found. The Contractor will, to the best of its ability, report to the Client on any defect in construction or damage to the Property noticed by the Contractor or its personnel, whether an employee, director, officer, agent, subcontractor, or other representative of the Contractor.
- 15. Performance Standards.** The Contractor shall, at its expense, use reasonable efforts to ensure that: (a) no person, property, right or privilege is injured, damaged or infringed by reason of the activities of the Contractor or any member of its personnel, whether it is an employee, director, officer, agent or other representative of the Contractor, in the performance of the Services or any part thereof; (b) the health and safety of all persons employed in the performance of the Services is not endangered; (c) all

signage and other reference marks placed on or about the Property by or under the authority of the Client are protected and are not removed, defaced or altered; and (d) any liens registered against the Property in any way relating to the Services are promptly vacated and discharged therefrom and any litigation against the Client pertaining thereto is immediately released.

The Client may direct the Contractor to do such things or to refrain from doing anything which the Client considers reasonable and necessary to promote the objectives of this Section 15 and the Contractor shall at its expense comply with all such directions

16. No Claims or Actions. The Contractor will not make any demand, or bring any claim or action against the Client or its personnel, whether an employee, director, officer, agent, subcontractor or other representative, for bodily injury, personal injury, death or property damage suffered by the Contractor, its personnel or those for whom the Contractor is legally responsible, based on, arising from or in connection with this Agreement, anything done or pursued under this Agreement or anything that has not been done or pursued under this Agreement.

17. Indemnity. The Contractor shall indemnify and save harmless the Client its servants, employees, directors, officers, agents and other representatives from and against any and all claims, demands, losses, liabilities, judgments, causes of action, legal proceedings, economic loss, penalties or other sanctions by whosoever made and any and all costs and expenses arising in connection therewith (including legal fees and disbursements on a substantial indemnity basis) that may, directly or indirectly, result from, arise out of or be in relation to: (i) the performance by the Contractor, or any of its servants, employees, subcontractors, agents or other persons for whom it is responsible at law, of the Services, including with respect to any injury to or death of persons or damage to, theft of or loss of property; (ii) any breach, violation or non-performance by the Contractor, or by any of its servants, employees, subcontractors, agents or other persons for whom it is responsible at law, of any term, condition, representation, warranty or covenant contained in this Agreement; (iii) any health or safety risk or matter in connection with the performance or non-performance of the Services; (iv) any infringement of any patent, copyright or other right of industrial or intellectual property belonging to a third party as a result of or arising out of the performance of the Services; (v) the unauthorized disclosure of any Personal Information or the Contractor's breach of its obligations under Section 12 or under applicable laws; and/or (vi) any negligent act or omission of the Contractor or any of its servants, employees, subcontractors, agents or other persons for whom it is responsible at law or in equity. This indemnity shall survive the termination of this Agreement.

18. Insurance.

- a. All insurance carried by the Contractor, including, without limitation, the insurance required pursuant to this Section 18, shall be provided by insurers that meet a minimum rating AM Best A- and are licensed to do business in the province where the Property is situated.
- b. The Contractor shall carry commercial general liability insurance written on a comprehensive basis with inclusive limits per occurrence of \$5,000,000 or such higher limit as the Client requires from time to time, such insurance to:
 - i. include property damage, bodily injury and death, personal injury liability, products and completed operations liability, non-owned automobile liability, blanket contractual liability, employers' liability, and owners' and contractors' protective coverage, written on a comprehensive basis, and contain severability of interests and cross-liability clauses;
 - ii. include the Owner and the Manager and their related entities and their directors, officers, employees, agents, and those for whom they are responsible in law as additional insureds; and
 - iii. show that all operations, property (owned and leased) and locations of the Contractor are insured.

- c. The Contractor shall carry all risk property insurance for an amount suitable to cover any losses to property and equipment used by the Contractor, owned by the Contractor, or for which the Contractor is responsible in connection with the Property and the Services.
- d. Each Contractor bringing vehicles onto the Property shall carry third party automobile liability insurance in the amount of at least \$2,000,000.
- e. Each Contractor providing professional, or design services shall carry errors and omissions professional liability insurance in the amount of \$5,000,000 per occurrence.
- f. The Contractor shall carry crime and fraud or blanket bond insurance in the amount of at least \$50,000 per occurrence.
- g. Each Contractor providing technology services or platforms of any kind, or processing or storing data of any kind on behalf of the Client shall carry cyber liability (also known as "network security," "technology errors and omissions," or "privacy and data security") insurance in the amount of at least \$1,000,000 per occurrence.
- h. All insurance specified and required in this Section 18 shall be evidenced by certificate(s) of insurance including the undertaking to give at least thirty (30) days' prior notice to the Client by registered mail in the event of cancellation of or reduction in coverage.

19. Waiver and Release.

- a. Notwithstanding anything to the contrary elsewhere in this Agreement or at law or in equity, the Contractor does hereby release and waive any and all claims or rights of action which it may have against the Client and those for whom the Client is in law responsible, which shall specifically include the servants, employees, directors, officers and agents of the Client, with respect to any injury, loss or damage to persons or property insured against or required to be insured against by the Contractor pursuant to this Agreement whether or not any such claim or action results or arises as a result of the negligent or willful act or omission of the Client or those for whom the Client is in law responsible.
- b. The Contractor will limit any claim that it has against a third party for damage or loss to the actual liability of the third party, so that the third party does not have a claim for contribution or indemnity against the Client, where the Contractor has released the Client from liability for the damage or loss.
- c. Every release of liability and every indemnity expressed to be in favour of the Client also applies to the Owner, and the respective officers, directors and employees of the Client and the Owner. The Client acts as agent or trustee for the benefit of these other persons to enable them to enforce that release.

20. Termination for Cause. Without prejudice to any other rights or remedies to which it may be entitled (at law, in equity or otherwise), the Client may give notice to the Contractor terminating this Agreement with immediate effect, and without any cost or liability to the Client, if:

- a. the Contractor fails to perform the Services with skill and diligence and fails to remedy such breach (in the Client's sole, absolute and unfettered discretion) within twenty-four (24) hours of the Contractor being notified by the Client of such breach;
- b. there is a delay (in the Client's sole, absolute and unfettered discretion) in the provision of the Services, and the Contractor fails to remedy such delay (in the Client's sole, absolute and unfettered discretion) within twenty-four (24) hours of the Contractor being notified by the Client of such delay;
- c. the Contractor commits any material breach of any of the terms of this Agreement and, if the breach is remediable, fails to remedy such breach (in the Client's sole, absolute and unfettered

discretion) within twenty-four (24) hours of the Contractor being notified by the Client of such material breach;

- d. the Contractor or any of its Approved Subcontractors is in continued breach of the Responsible Contractor requirements as identified in Section 7 after twenty-four (24) hours of the Contractor being notified by the Client of such breach;
- e. the Contractor shall:
 - i. cease to carry on business, or be wound up, dissolved or liquidated, or become subject to the provisions of the *Winding-up and Restructuring Act (Canada)* or any successor legislation thereto, or have its existence terminated or pass any resolution for any of the foregoing;
 - ii. make a general assignment for the benefit of its creditors or a proposal under the *Bankruptcy and Insolvency Act (Canada)* or any successor legislation thereto; or
 - iii. propose a compromise or arrangement under the *Companies' Creditors Arrangement Act (Canada)* or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future law relative to bankruptcy, insolvency or other relief for debtors or for the benefit of creditors;
- f. a receiving order is made against the Contractor or if the Contractor is otherwise adjudged to be a bankrupt or insolvent or if a petition for a receiving order or other petition is filed against the Contractor seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to companies' bankruptcy, insolvency or other relief for or against debtors and such petition remains unvacated or unstayed for an aggregate of fifteen (15) days (whether or not consecutive) from the date of entry thereof; or
- g. any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers shall be appointed for the Contractor or of all or any substantial part of its property with the consent or acquiescence of the Contractor or such appointment shall remain unvacated or unstayed for an aggregate of fifteen (15) days (whether or not consecutive) from the date of entry thereof.

beyond the governing law clause #30,

21. Termination by Notice. Regardless of all other provisions of this Agreement, the Client may terminate this Agreement without cause at any time without incurring any liability, (a) upon giving to the Contractor at least thirty (30) days' prior written notice, or (b) immediately upon giving notice to the Contractor and paying any amounts that may be owing at the time plus an amount equal to the Fees for the following thirty (30) day period. All amounts payable to the Contractor for the Services provided to the date of termination will be paid following delivery of the written notice and delivery of the final invoice by the Contractor to the Client.

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22. End of the Agreement. At the end of the Agreement, by expiry of the term, termination or otherwise, the Contractor:

- a. Will deliver to the Client all of the documents, deliverables and other materials prepared by or for the Contractor in connection with the Services, whether they are completed or not in a form and format acceptable to the Client;
- b. Will return to the Client all of the goods, equipment and materials that belong to the Client and that are in its possession or under its control;

- c. Will remove *all of the goods, equipment and materials that belong to the Contractor from the Property;
 - d. Will provide reasonable cooperation and assistance to the Client, at its request, in the transition of services to another vendor or supplier; and
 - e. Will certify that it has abided by the provisions of this Section 22 of the Agreement
- 23. Assignment.** The Contractor shall not assign or otherwise transfer any part of this Agreement without the prior written consent of the Client, and any assignment or transfer in violation of this provision shall, at the option of the Client, be null and void and have no force and effect. No consent given by the Client shall release the Contractor from any obligations and liabilities of the Contractor under this Agreement. The Client may assign this Agreement at any time. The Client will notify the Contractor of the assignment, in due course, in order that the Contractor may introduce itself to the Client's assignee.
- 24. Change of Owner or Manager.** In the event of any change of Owner of the Property or a change in the Manager employed by the Owner to manage the Property, all parties to this Agreement agree that the Client or its duly appointed agent may, at the Client's option, cancel this Agreement upon giving thirty (30) days' written notice at any time during the Term of this Agreement and all liabilities and obligations of the Client arising under this Agreement shall cease, with the exception of Fees payable arising under this Agreement to and including the date of such cancellation.
- 25. Owner.** The Contractor shall only deal with the Owner's Manager in respect of the Agreement and the Manager (and its successors and assigns) shall be entitled to enforce the rights of any of the parties comprising the Owner under the Agreement until such time as: (a) the Owner gives notice to the Contractor of an assignment of the Contract as it relates to the Property, pursuant to the provisions of Section 24 above; or (b) the Owner directs the Contractor to deal directly with another party or other parties in relation to the Property.
- 26. Relationship.** The Contractor is an independent contractor, and nothing contained in this Agreement shall be deemed to create the relationship of employer and employee, or that of a partner or a joint venture or association, as between the Client and the Contractor or any of the Contractor's servants, employees, directors, officers, agents, or other representatives.
- 27. Non-Waiver.** No condoning, overlooking, or excusing by the Client of any default, breach, or nonobservance by the Contractor at any time in respect of any covenants or conditions herein contained shall operate as a waiver of the Client's rights hereunder in respect of any continuing or subsequent default, breach or nonobservance
- 28. Limitation of Liability.**
- a. The Contractor acknowledges that the Manager has executed this Contract as agent of the Owner and it has no liability in respect of the Property it manages in respect of the performance of the obligations of the Owner under this Contract except those that are consistent with the obligations of a manager, managing property on behalf of the Owner. The liability of each Owner entity is limited to its respective interest in the Property.
 - b. Neither the Manager nor the Owner shall be liable to the Contractor for indirect or consequential damages.
- 29. Notices.** Any notice required, permitted, or contemplated by any of the provisions of this Agreement shall be in writing and effectively given if (i) delivered personally, (ii) sent by prepaid registered mail, or (iii) sent by email, and,
- a. if from the Client to the Contractor, shall be sent to:

25 York Street, Floor 29, Toronto, ON M5J 2V5
Attention: Richard Johnson

Email: richard_johnson@telus.com

- b. if from the Contractor to the Client, shall be sent to:

#410, 10250 101 Street NW, Edmonton, AB T5J 3P4

Attention: Chris March

Email: cmarch@epicis.com

- 30. Applicable Law.** This Agreement shall be governed by the laws of the province in which the Property is situated and the federal laws of Canada applicable thereto. Each of the parties attorns to the exclusive jurisdiction of the courts of such province.
- 31. Conflicting Terms.** In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any schedules attached hereto, the terms of this Agreement shall prevail. In the event of conflict or inconsistency between a clause of this Agreement and a clause contained in any documents originating from the Contractor, the terms and conditions of this Agreement will prevail.
- 32. Severability.** If for any reason any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition (a) shall be deemed to be independent of the remainder of the Agreement and severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Agreement or any part thereof; and (b) shall continue to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstance other than those to which it has been held or rendered invalid, unenforceable or illegal.
- 33. Interpretation.** The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Except as expressly provided for herein, if any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a business day, then such payment or action shall be made or taken on the next business day. The term "including" means "including, without limitation" and "include" and "includes" shall have corresponding meanings. The wording of this Agreement shall be deemed to be mutually chosen by the parties and no rule of strict construction shall be applied against any party.
- 34. Time.** Time is of the essence of this Agreement.
- 35. Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors, and assigns.
- 36. Entire Agreement.** This Agreement (including any and all appendices and schedules) contains the whole Agreement between the Client and the Contractor in respect of the subject matters hereof and there are no representations, warranties, terms, conditions or collateral agreements, express, implied or statutory, other than as expressly set forth in this Agreement.
- 37. Currency.** Unless otherwise specified, all amounts to be paid or calculated under this Agreement are to be paid or calculated in Canadian dollars.
- 38. Independent Legal Counsel.** The Contractor acknowledges that the Client has advised the Contractor to obtain independent legal counsel with respect to explaining the terms of this Agreement and that the Contractor has understood and accepted that advice and obtained such counsel or waived obtaining such counsel.
- 39. Force Majeure.** If and to the extent that a party will be prevented, delayed or limited in the performance of an obligation below, other than the payment of money, due to Force Majeure, that party will not be considered to be in default in the performance of such an obligation, and any period for the performance of such an obligation will be extended accordingly and the other party to this Agreement will not be

entitled to compensation for any inconvenience, problem or discomfort thus caused. Each party will notify the other party immediately after becoming aware of Force Majeure that affects the other party and will notify the other party from time to time of the expected duration of the period during which Force Majeure will apply. For the purposes of this Agreement, "Force Majeure" means any unforeseeable and irresistible cause beyond an affected party's control that prevents the performance of any obligation by such party and that is not avoidable by the exercise of reasonable efforts; it may include, without limitation, strikes, labour disturbances, civil disturbances, acts of a public enemy, wars, riots, sabotage, explosions, earthquakes, fires, storms, hurricanes, flood and natural disasters.

40. Confidentiality. In performing the Services, the Contractor may obtain access to confidential information concerning the Owner, the Manager, or the Property, including but not limited to any data, information, plans, programs, processes, costs, operations or business information or names of tenants which may come within the knowledge of the Contractor ("**Client Confidential Information**"). The Contractor commits and warrants the commitment of the Contractor's Personnel, and its subcontractors, and other representatives): (i) to keep and treat in complete confidentiality the Client Confidential Information; and (ii) to use the Client Confidential Information only for the purposes of discharging the Contractor's obligations under this Agreement. Client Confidential Information excludes all the data, documentation or other information: (a) that already belongs in the public domain otherwise than by a disclosure by the Contractor in breach of this Agreement; (b) that was known to the Contractor prior to its receipt from the Client; (c) that comes from a source other than the Client on a non-confidential basis, if such source or the source of such source does not act in breach of any confidentiality obligation to the Client; (d) regarding which the Contractor is able to establish that it was developed independently by the Contractor and without using Client Confidential Information produced by the Client; or (e) that must be disclosed under the applicable legislation or regulations or a court order, provided that the Contractor gives reasonable notice to the Client to the effect that it intends to disclose this information in order to enable the Client to obtain a protection order or an order for compliance with the terms hereof, to take another appropriate recourse or to waive the terms hereof. If the Contractor is unable to obtain such a protection order or exercise another recourse or if the Client waives compliance with the terms hereof, the Contractor will disclose only the portion of the Client Confidential Information that it must legally provide and will use its best efforts to ensure that the confidential information will be treated on a confidential basis. This provision will survive the termination of the Agreement. ~~All the information made available to the Contractor or produced by the Contractor in the provision of the Services in accordance with this Agreement will be the sole property of the Client upon its creation. At the Client's request and at the end of this Agreement, the Contractor will deliver immediately to the Client, or will deliver according to the instructions received from the Client from time to time, all the reports, documents, account books, and all other media containing information (including all the copies of the foregoing) which are then in the possession or under the control of the Contractor, its subsidiaries or its representatives. Where the information mentioned is in electronic format, it will be delivered in a usable electronic format and will then be destroyed by the Contractor.~~



41. Amendments. This Agreement may be amended only by express mention to this effect, transmitted via a written document signed by both parties. Any changes to the Services or any further services to be provided by the Contractor during the Term must be approved in writing in advance by both parties before the Contractor can perform those services. For greater certainty, in the event that any such changes in the Services or additional services are performed by the Contractor without written agreement by the parties, the Client shall not be required to pay the Contractor any fees or other amounts in respect of such changes or additional services, nor will the Client be in any way liable for the expenses and costs incurred by the Contractor before signed written acceptance by the Client.

~~**42. Publicity.** The Contractor will (and will cause each Approved Subcontractor to) not release for publication any information in respect of this Agreement nor the existence of the Agreement, including use of logos, trademarks, or other marks, without the prior written consent of the Client. Nor will the Contractor advertise or release for publication, that the Contractor provides services to the Client. Each subcontractor will be required by the Contractor to abide by this Section 42.~~



- 43. **Survival of Obligations.** All representations, warranties, guarantees and indemnities made in, required by or given under this Agreement, as well as all continuing obligations under this Agreement, will survive termination or expiry of this Agreement.
- 44. **Language.** The parties hereto acknowledge that they have requested and are satisfied that this Agreement and all related documents be drawn up in the English language. Les parties aux présentes reconnaissent avoir requis que la présente entente et les documents qui y sont relatifs soient rédigés en anglais.
- 45. **Counterparts and Electronic Signature.** This Agreement and any amendment, restatement, or termination of this Agreement in whole or in part may be signed and delivered in any number of counterparts, each of which when signed and delivered is an original but all of which taken together constitute one and the same instrument. Any counterpart signature transmitted by sending a scanned copy by electronic mail or similar electronic transmission will be deemed to be an original signature.

●

Telus Communications Inc. (Contractor)

Per: 

Per: *Richard Johnson, Manager, Bids Access*

I/We have authority to bind the corporation.

●

Albari Holdings Ltd. (by its duly authorized agent Epic Investment Services (Alberta) Inc. (Client))

Per: 

Per: _____

I/We have authority to bind the corporation.



Schedule A: Fees and Payment

The Licensor and the Licensee agree to extend the Agreement for a further period of Five (5) Years at an annual license fee (the "Fee") of Two Thousand and Six Hundred Thirty One Dollars and Fifty One Cents (\$2,631.51), (inclusive of utility consumptions) plus goods and services tax thereon (inclusive of cost of utility consumption), without set-off, deduction or abatement whatsoever, payable on the Commencement Date of March 01, 2025 and each subsequent anniversary of the Term ending on February 28, 2030.