

These General Terms and Conditions represent the basis upon which SECURE, or its Affiliate, is willing to perform Services for the Company. In the absence of any other binding contract between the Parties which expressly applies to the Services, these General Terms and Conditions shall prevail and exclusively govern the provision of Services.

1. GENERAL PROVISIONS

1.1 **Definitions.** In addition to any word which is defined in the body of this Agreement, the following words and phrases shall have the meanings specified in this Section 1.1 when such words and phrases are capitalized and used in this Agreement:

"Affiliate" means any partnership, joint venture, corporation, or other entity which is controlled by or under common control with an entity that also controls a Party to this Agreement and, for the purposes of this definition, "control" means the ability, directly or indirectly, to appoint or elect a majority of the board of directors or their equivalent or, in the case of a limited partnership, the person that controls the general partner, or in the case of a general partnership, is a partner who has authority to bind the partnership.

"Agreement" means and is comprised of: (i) the Quote; (ii) these General Terms and Conditions; (iii) any Schedule hereto, as applicable; (iv) each Service Order, if applicable; and (v) any applicable change orders.

"Applicable Laws" means all applicable statutes, rules, regulations, ordinances, requirements, judgments, permits, decrees, and orders of each federal, provincial, and local governmental authority, agency, or court including any and all laws, regulations, rules, orders, ordinances, requirements or determinations of any governmental authority (including court rulings establishing common law liability) pertaining to the presence or release of environmental contaminants (including any Hazardous Waste), or relating to natural resources (including any protected species) or the environment (including the air, water, surface or subsurface of the ground) as same are in effect at any time.

"Claim" means any action, injury, claim, liability, suit, proceeding, loss, damage, demand, penalty, fine, expense (including legal fees on a solicitor and own client basis), cost, obligation, judgment, cause of action, and premium of every kind and nature whatsoever.

"Company" means the individual or business identified as the customer on the Quote.

"Company Indemnified Persons" means Company, its Affiliates, and its and their directors, officers, employees, consultants, contractors, subcontractors, agents and representatives.

"Confidential Information" means all technical, commercial or other information or materials, and all documents and other tangible items which record information, whether on paper, in computer readable format or otherwise, relating to the disclosing Party's business, including business plans, property, ways of doing business or business results or prospects, the terms and negotiations of this Agreement, proprietary software and business records.

"Default" has the meaning set out in Article 8.

"Effective Date" means the commencement date of the Agreement as set forth on the Quote.

"Equipment" means all equipment, supplies, materials, apparatus and machinery used or provided by SECURE (including all associated repair and maintenance services) in the performance of the Services where title does not transfer to the Company.

"Expiry Date" means the completion date of the Agreement as set forth on the Quote.

"Facility" means any site, office, landfill, transfer station, disposal, recycle or other facility owned, leased, operated or approved by SECURE or its Affiliates which has all permits, approvals and consents required by Applicable Laws to accept the waste or recyclable material to be managed by SECURE under this Agreement.

"Force Majeure" means an event or circumstance beyond a Party's reasonable control, which does not arise by reason of the negligence or default of such Party and which such Party could not reasonably foresee, prevent or overcome, but does not include labour disturbances, stoppages, strikes, lock-outs or other industrial actions.

"General Terms and Conditions" means these terms and conditions, as amended by SECURE from time to time and posted to SECURE's website.

"Party" means either Company or SECURE, as the context may require, and **"Parties"** means both of them.

"Performance Assurance" has the meaning set out in Section 5.2.

"Quote" means the quotation or proposal, including any Rate, provided to Company for the provision of Services.

"Rate" means any and all fees and charges for the Services performed, on a unit price, time and materials, lumpsum, cost reimbursable, cost-plus basis or any combination thereof, included in the Quote, or if not specified in the Quote, SECURE's standard book rates in effect at the time the Services are provided.

"Representative" means a representative of a Party who is authorized to bind such Party to this Agreement or any other document on behalf of the Party.

"Schedule" means a schedule appended to and made part of this Agreement as applicable to the Services and outlined in Section 1.2.

"SECURE" means SECURE Waste Infrastructure Corp., an Alberta corporation.

"SECURE Indemnified Persons" means SECURE, its Affiliates, and its and their directors, officers, employees, consultants, contractors, subcontractors, agents and representatives.

"Services" means all of the work (including the labour, materials and Equipment necessary and incidental thereto) required to be performed or supplied, directly or indirectly, by SECURE, its Affiliate, or a subcontractor.

"Service Order" means a purchase order, work order, and/or authorization issued by Company against this Agreement for the Services and any applicable change order thereto.

1.2 **Schedules.** Attached to and forming part of this Agreement, if applicable to the Services, is:

- (a) Schedule A – Waste Management; and
- (b) Schedule B – Specialty Chemicals.

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

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

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

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

2. RELATIONSHIP OF THE PARTIES

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

3. THE SERVICES

3.1 **SECURE's Responsibilities.** In performing the Services, SECURE shall:

- (a) unless otherwise agreed, furnish all necessary labour, supervision, Equipment, materials and supplies;
- (b) unless otherwise agreed, furnish all necessary licenses and permits for its personnel, Equipment and Facilities;
- (c) comply with all Applicable Laws and Company policies and procedures which are provided to SECURE, to the extent such policies and procedures are consistent with Applicable Laws.

3.2 **Warranty.** SECURE will use the degree of care and skill in the performance of the Services as that required by the applicable governmental authorities. No other warranty or guarantee expressed, implied or statutory is made or intended by this Agreement.

3.3 **Rental Equipment.** At all times, title to rental Equipment, remains with SECURE and the Company takes care, custody and control while the rental Equipment is in its possession. The Company acknowledges that it is renting the rental Equipment only and agrees to provide and pay for SECURE's reasonable profit, skilled and competent operators, if required, and all necessary grease, lubrication, maintenance and repairs required for the proper operation of the rental Equipment and to ensure the rental Equipment is returned in clean condition and good repair, reasonable wear and tear excepted. The Company further acknowledges that the rental Equipment is provided by SECURE without any representation or warranty whatsoever and that the Company has inspected the rental Equipment and accepts the rental Equipment in its present condition. The Company shall be responsible for and agrees to pay SECURE for replacing or repairing any damage to the rental Equipment.

4. SAFETY AND COMPLIANCE

4.1 **Compliance.** Each Party shall comply with all Applicable Laws relating to the performance of the Services and terms of this Agreement.

4.2 **Incident Notification.** The Company shall immediately report to SECURE all written or verbal communications, including inspections, infractions, violations, orders, notifications, advice from government or regulatory bodies and all incidents, injuries, damage and losses arising out of or incidental to the provision of the Services.

4.3 **Safety.** Company shall observe SECURE's policies regarding health, safety, security and environment, and take reasonable precautions, as prescribed by SECURE, for the health, safety, and security of SECURE's personnel, Equipment and Facilities. SECURE shall make such policies readily available to the Company and its personnel, whether at the Facility, on its website or otherwise. In the case of SECURE entering a site owned or operated by the Company, SECURE shall observe the Company's policies regarding health, safety, security and environment, as made available to SECURE.

5. FINANCIAL ASSURANCE

5.1 **Credit Review.** The Company shall, at the request of SECURE, furnish to SECURE reasonable evidence that financial arrangements have been made to fulfill the Company's obligations under this Agreement. A credit application is required:

- (a) for all new customers prior to the performance of Services;
- (b) upon request by SECURE; and
- (c) if the Company's credit rating is downgraded.

5.2 **Performance Assurance.** Should SECURE reasonably believe it necessary to assure payment or performance of this Agreement, SECURE may at any time require, by written notice to the Company, advance cash payment or satisfactory security in the form of a letter of credit or guarantee, in a form and as applicable, from a bank acceptable to SECURE ("Performance Assurance").

6. RATES, REMUNERATION AND TAXES

6.1 **Rates.** SECURE may from time to time revise its Rates to account for: (i) any increase in disposal, fuel or transportation cost or change in location of disposal; (ii) increased cost due to circumstances outside of SECURE's control, including repacking and transportation, or the closure, detour or maintenance of roads necessary to provide the Services; (iii) new, or a change to, Applicable Laws, taxes, fees or surcharges; (iv) market fluctuation, inflation, competitive pressure or SECURE's strategic priorities. Third party charges are subject to a percentage mark-up for materials and services provided by SECURE's supplier and subcontractor.

6.2 **Company's Obligations.** The Company shall pay for Services in accordance with the applicable Rates. Within 14 days of SECURE's request, Company shall provide all information and coding required for invoicing, including: (i) legal entity name (bill-to); (ii) location/property/UWI/lease name; (iii) project name and/or number; (iv) Service Order number (if applicable); (v) AFE number; (vi) cost center; (vii) account code; (viii) account major/minor code; and (ix) any other required coding. Company's failure to provide such information within the specified timeframe shall not delay invoicing.

6.3 **Deemed Approval.** Where coding or approval from the Company Representative is required, it must be provided within the timeframe specified in Section 6.2. If not received within that period, such coding or approval shall be deemed provided on the 15th day, and SECURE may issue the invoice accordingly and Company shall not dispute any invoice on the basis of missing information or coding.

- 6.4 **Invoice Submission.** SECURE shall prepare and submit to Company an itemized invoice for the Services rendered along with all relevant supporting documents upon completion of the Services. The invoice shall include: (i) SECURE's legal entity name, address and telephone number; (ii) invoice number and date of invoice; (iii) SECURE's applicable taxation registration number(s); (iv) Company Service Order number (where applicable); (v) an itemization of the Services provided; (vi) the total invoice amount; and (vii) the applicable taxation rate and total taxation amount.
- 6.5 **Invoice Payment.** The Company shall pay each invoice within 30 days from the date of the invoice. Payment remittance shall be made to SECURE's address as it appears on the invoice. Overdue amounts are subject to interest calculated daily at 18% per annum from the 31st day after the date of the invoice until payment is received by SECURE. For any amounts disputed by the Company in good faith, the Company is required to provide SECURE with written notice within 7 days after receipt of the invoice, and the disputed amount may be held back from SECURE until resolution. For all undisputed amounts and any amounts that were the subject of a resolved dispute, should the Company delay payment for more than 60 days, all outstanding amounts shall immediately become due and owing and SECURE reserves the right, in its sole discretion, to demand payment prior to performing any further Services, suspend the Services, or terminate this Agreement without notice. In the event that SECURE terminates this Agreement in accordance with the foregoing, SECURE shall be entitled to recover any Equipment on the Company's premises and recover payment for all Services performed to date and any other reasonable costs, including costs incurred to enforce its rights.
- 6.6 **Taxes.** Rates for the Services do not include any amounts payable by Company for the goods and services tax or harmonized sales tax (collectively, "**GST**") or any similar or replacement value added or sales or use tax enacted, or any provincial sales tax ("**PST**") imposed by a province. Company shall pay to SECURE the amount of the GST and PST payable on the Services in addition to all other amounts payable under this Agreement. Company and SECURE shall provide each other with the information required to make such GST or PST remittance or claim any corresponding input tax credits, including GST and PST registration numbers.
- 6.7 **Set-Off.** SECURE or its Affiliate shall have the right to set-off all or any part of an amount owing to SECURE or its Affiliates, against payment of any amount owing to the Company or its Affiliates by SECURE or its Affiliates under this Agreement or any other agreement between the Parties.

7. LIABILITY AND INDEMNITY

- 7.1 **Indemnification by Company.** The Company shall be liable for and indemnify and hold harmless SECURE Indemnified Persons from and against any and all Claims that may be asserted or brought against, or suffered or incurred by the SECURE Indemnified Persons for or in respect of, or arising in any way whatsoever, out of the acts or omissions of the Company Indemnified Persons, including the provision of Non-Conforming Waste.
- 7.2 **Indemnification by SECURE.** SECURE shall be liable for and indemnify and hold harmless the Company Indemnified Persons from and against any and all Claims that may be asserted or brought against, or suffered or incurred by the Company Indemnified Persons for or in respect of, or arising in any way whatsoever, out of the acts or omissions of the SECURE Indemnified Persons.
- 7.3 **Limitation of Liability.** Subject to Section 7.4, in no event shall SECURE's aggregate liability to the Company Indemnified Persons for any and all Claims, whether arising in contract, indemnity, tort, or any other legal theory, exceed the total amount paid to SECURE for the Services provided hereunder.
- 7.4 **Liability Exclusions.** The limitation of liability set out in Section 7.3 shall not apply in favour SECURE in respect of any Claims arising from SECURE's gross negligence or wilful misconduct.
- 7.5 **Waiver of Consequential Damages.** Neither Party shall be liable to compensate or indemnify the other Party for any indirect or consequential damages (including special, punitive or exemplary damages), lost profits, or loss of opportunity, whether or not such losses were foreseeable at the time of entering into this Agreement.

8. DEFAULT

- 8.1 The occurrence of any of the following events or conditions shall constitute a default under the Agreement: (i) the Company fails to make payment when due in accordance with Section 6.5 and such non-payment continues for a period of more than 60 days; (ii) the Company fails to provide Performance Assurance when requested by SECURE; (iii) a Party is in breach or default of any material requirement of this Agreement and such breach or default continues for a period of 10 business days after the non-defaulting Party delivers notice to the defaulting Party reasonably detailing the nature of the breach or default; or (iv) a Party is dissolved (other than pursuant to

a consolidation, amalgamation, or merger), becomes insolvent or is unable to pay its debts or fails to pay its debts, makes a general assignment, arrangement or composition with or for the benefit of its creditors, institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian, monitor or other similar official for all or substantially all of its assets (each, a "Default"). If a Party is in Default under this Agreement, the non-defaulting Party may do any one or more of the following:

- (a) suspend this Agreement, with immediate effect, by giving notice to the defaulting Party;
- (b) terminate this Agreement, with immediate effect, by giving notice to the defaulting Party and SECURE shall be entitled to recover any Equipment on the Company's premises, and recover payment for all Services performed to date and any other reasonable costs, including costs incurred to enforce its rights;
- (c) claim damages occasioned by the breach or default or other relief;
- (d) if the Company is in Default, SECURE may refuse to provide further Services, in whole or in part, without liability to the Company;
- (e) if SECURE is in Default, the Company may refuse to accept further Services, in whole or in part, without liability to SECURE except in respect of Services already performed;
- (f) if the Company is in Default pursuant to (i) or (ii) above, SECURE shall be entitled to take in kind any crude oil, condensate and/or feedstock volumes directly or indirectly delivered to a Facility, even if such volumes have been allocated to a third party, and the Company shall not object to or otherwise seek to prevent SECURE from taking such action.

The rights and remedies provided in this Article 8 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. DISPUTE RESOLUTION

9.1 If a dispute arises with respect to the interpretation or performance of, or the relationship created by, all or any part of this Agreement, the Parties shall attempt in good faith to resolve the dispute commencing at the authorized Representative level. Failing resolution at such level, the Parties shall escalate the dispute to senior management of both Parties to be resolved through negotiation on a good faith basis. Neither Party will commence litigation unless and until the dispute is not resolved within 30 days of being escalated to senior management. Any dispute (other than litigation which has been commenced), negotiations, mediation and arbitration proceedings between the Parties shall be deemed to be Confidential Information.

10. FORCE MAJEURE

10.1 If either Party is delayed in or prevented from carrying out any of its obligations under this Agreement due to Force Majeure, that Party shall be excused from performance of such obligation for as long as and to the extent that the prevention or delay lasts (excluding the cost of all Equipment rental charges). This is provided that the Party affected gives the other as much advance notice of such circumstances as is practicable, uses all reasonable endeavors to minimize the effect of such Force Majeure and resume its obligations hereunder, and in any event shall have notified the other in writing within 7 days of discovery of such circumstances, identifying the same and indicating the anticipated period and Services (if applicable) affected. A Party affected by such circumstances shall use all reasonable endeavors to minimize the extent and duration of their effect on this Agreement. For clarity, lack of funds or inability to pay shall not be considered an event of Force Majeure.

11. CONFIDENTIALITY

11.1 All Confidential Information obtained by Company or SECURE from the other Party related to or resulting from the provision of Services will not be divulged to any third party by the recipient Party without the prior written consent of the disclosing Party. This Article 11 will not apply to any part of Confidential Information which:

- (a) is generally available to the public or subsequently enters the public domain through no fault of the recipient Party;
- (b) was received by the recipient Party without obligation of confidence from a third party who the recipient Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence;

- (c) was developed and applied by the recipient Party using only their knowledge and resources or using the knowledge and resources of a third party not connected with or under an obligation of confidentiality in relation to the Confidential Information of the other Party; or
- (d) is subject to a legal obligation of disclosure.

Notwithstanding the foregoing, if the Parties have executed a separate confidentiality or non-disclosure agreement, such agreement shall prevail in respect of the treatment of Confidential Information.

12. MISCELLANEOUS

- 12.1 **Notices.** Any notice or other communication to be given under this Agreement shall:
 - (a) be in English and in writing;
 - (b) be delivered by hand, email, or sent by pre-paid courier; and
 - (c) be deemed to have been received, if delivered by hand or courier, on the date of delivery, and if by email, then on the next business day after confirmed sending of the email.
- 12.2 **Governing Law.** The laws applicable in the Province of Alberta govern this Agreement and any actions initiated by either Party, without giving effect to any choice or conflict of law principles that may direct the application of the law or rules of another jurisdiction. The Parties hereby accept and irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of Alberta.
- 12.3 **Waiver.** The waiver by either Party of a breach or violation of any provision of this Agreement will not be construed as a waiver of any subsequent breach or violation. None of the provisions of this Agreement will be considered as waived by either Party unless the same is done in writing and agreed to by the waiving Party.
- 12.4 **Entire Agreement.** Other than the credit agreement submitted by the Company and any applicable valid confidentiality or non-disclosure agreement between the Parties, this Agreement constitutes the entire agreement between the Company and SECURE relating to the subject matter hereof, and there are no oral statements, representations, warranties, undertakings except as specifically set forth or incorporated herein. Company understands that any terms and conditions issued with a Service Order to SECURE for Services will be null and void, and these General Terms and Conditions will govern the Agreement. Except as provided herein, no amendment to this Agreement will be binding upon the Parties unless it is in writing and duly executed by each of the Parties.
- 12.5 **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties herein set forth.
- 12.6 **Assignment.** Neither Party may assign or transfer any or all of its rights or obligations under this Agreement, in whole or in part, to a third party without the prior written consent of the other Party, and which consent shall not be unreasonably withheld, provided however, that SECURE may without such consent, assign any of its rights and/or obligations under the Agreement in whole or in part to any of its Affiliates.
- 12.7 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the Parties together with their respective heirs, executors, administrators, successors, and permitted assigns.
- 12.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. This Agreement may be executed with signatures transmitted and received via electronic means and all signatures received via electronic means shall be treated for all purposes of the Agreement as original signatures and shall be deemed valid, binding and enforceable by and against both Parties.

This Schedule A applies to the containment, collection, transportation, handling, processing, recycling and disposal of Waste by SECURE or its Affiliate.

1. DEFINITIONS

1.1 **Definitions.** The following words and phrases shall have the meanings specified in this Section when such words and phrases are capitalized and used in this Schedule A:

“**Generator**” shall mean the Company and/or third party responsible for the generation of Waste who transports it elsewhere for storage, treatment, recycling or disposal.

“**Hazardous Waste**” means Waste that shows properties associated with dangerous goods and is designated as any of classes 2 to 9 in accordance with the *Transportation of Dangerous Goods Act, 1992* (1992, c.34), as amended, and Applicable Laws.

“**Non-Conforming Waste**” means any waste (or part thereof) provided by Company that: (i) is not properly identified to SECURE; (ii) materially varies from the characterization or classification provided by Company; or (iii) requires services which the Facility is not permitted to provide, or is otherwise prohibited from being received, managed, processed, treated or disposed of at the Facility by Applicable Laws.

“**Waste**” means a substance or mixture of substances in solid, liquid or other form generated from or associated with the Generator’s operations that has chemical, physical, and toxicological properties which require it to be managed, handled, treated, transported, and recycled or disposed of in accordance with Applicable Laws, in order to protect human health and the environment. The term “Waste” includes Hazardous Waste, non-hazardous waste, industrial waste, dangerous oilfield waste, non-dangerous oilfield waste, produced water, NORM waste, scrap metal, and recyclable material. Waste must meet the acceptance criteria of the applicable Facility.

2. WASTE CLASSIFICATION

2.1 **Accuracy of Waste Characterization.** The Company is responsible as the Generator of the Waste to provide SECURE with the characteristics and proper classification of the Waste to be disposed at the Facility. The Company hereby certifies that all Waste complies with all Applicable Laws relating to the transportation, reporting, and disposal of Waste, and is acceptable material for the Facility. The Company shall indemnify SECURE for any inaccuracy, mistake or untruthfulness in the information provided by Company in respect to the Waste in accordance with Article 7 of the General Terms and Conditions.

2.2 **Non-Conforming Waste.** SECURE shall have the right to reject any Non-Conforming Waste or portion thereof. In the event that Non-Conforming Waste is identified, SECURE shall promptly notify Company of the non-conformance. If SECURE determines that the Non-conforming Waste can still be accepted, then: (i) the Parties shall in good faith, amend the Waste documentation to provide for the lawful performance of Services of the permitted Non-Conforming Waste; (ii) SECURE shall perform the Services as it relates to the permitted Non-Conforming Waste and such permitted Non-Conforming Waste shall be deemed accepted by SECURE; and (iii) the Parties shall in good faith negotiate any change to the Rates for the Services for such permitted Non-Conforming Waste. If SECURE determines that the Non-Conforming Waste cannot be accepted (“**Rejected Non-Conforming Waste**”), then: (iv) SECURE shall provide Company with a notice of rejection; (v) Company, at its sole expense, shall make arrangements for the removal of the Rejected Non-Conforming Waste within 7 days after receipt of SECURE’s notice of rejection; and (vi) Company shall compensate SECURE for its reasonable expenses and charges for handling and storing the Rejected Non-Conforming Waste until such a time that Rejected Non-Conforming Waste is removed from the Facility. The Company shall be liable to and, as a separate covenant, agrees to indemnify and hold harmless SECURE from and against any and all Claims of every kind and nature arising out of or connected with damage to property, Equipment, personal injury or death in any manner incident to, connected with, or arising out of the provision of Non-Conforming Waste by Company.

2.3 Each Party shall ensure that all Waste is packaged and transported in accordance with Applicable Laws. If SECURE is delayed in the performance of the Services for reasons caused by the Company including, but not limited to, stand-by time due to repacking Waste or incorrect documentation, and/or any other reason outside SECURE’s control, additional fees may be invoiced to Company at SECURE’s standard book rates. Facility access will be weather permitting.

3. LABOUR, EQUIPMENT AND TRANSPORTATION**3.1 Personnel**

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

3.2 Equipment

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

3.3 Transportation

- (a) Unless otherwise noted, the transportation rate includes the operator. Overtime charges apply to the operator in accordance with Section 3.1 of this Schedule A.
- (b) The stand-by rate applies to any time spent on site in excess of 30 minutes per location. Circumstances under which stand-by rates may be incurred include, but are not limited to, time spent on site for: (i) Company and/or site orientation; (ii) safety orientation, training and/or meetings; (iii) repacking non-compliant Waste; (iv) clean-up of Waste scattered near containers; (v) delays due to road and/or site conditions. The stand-by rate applies to every type of transportation vehicle.
- (c) The unit rate for each type of transportation vehicle applies, but is not limited to, hot-shot, emergency and unscheduled call-outs.

4. BIN RENTAL AND SERVICE**4.1 Small Bins**

- (a) Bin rent will be invoiced at not less than 30 days per bin, per month.
- (b) Applicable Laws stipulate that every bin must be serviced at least once per year.
- (c) Rental charges on bins that do not meet the minimum service requirement described in Section 4.1(b) of this Schedule A will be assessed and invoiced on an annual basis. Except for the foregoing, all other bin rental charges will be assessed and invoiced on a per service basis.

4.2 Roll-Off Bins

- (a) Rates for roll-off bin services are conditional on SECURE providing transportation of the roll-off bin and disposal of the Waste.
- (b) Additional charges may apply for the removal of Waste that cannot be discharged from the container using customary tipping procedures.
- (c) All charges will be invoiced on a monthly basis.
- (d) For invoicing purposes, 1 month shall be equal to 30 days.
- (e) The daily rental rate will be applied to any period equal to less than a full calendar month but will not exceed the monthly rate.
- (f) Maximum roll-off bin net weight capacity is typically 13,000 kg (including the bin). The net weight of the Waste is calculated as follows: gross weight - tare weight = net weight.
- (g) SECURE must adhere to Applicable Laws regarding maximum weight allowance for transportation of the bin. Company is responsible to adhere to the gross weight limit of the bin. SECURE, in its sole discretion, will determine if the bin can be transported in accordance with Applicable Laws. Bins that exceed the safety weight rating may be subject to additional charges, which will be invoiced to Company. The gross

weight limit that a tandem transport unit can haul is approximately 9,000 kg. The gross weight limit that a tridem transport unit can haul is approximately 14,000 kg.

- (h) In accordance with Applicable Laws, bins may require a liner for secondary containment of the Waste.
- (i) The minimum rental period for a combination bin is 5 days. Disposal charges for Waste may be invoiced to Company depending on chemical analysis of the Waste and/or approval for disposal of the Waste.

4.3 Lube Oil Tanks

- (a) The minimum rental period is 30 days for lube oil tank daily rental agreements.
- (b) Standard transportation Rates apply.
- (c) A minimum charge applies to lube oil tank Service.
- (d) Daily rental will be billed upon return of the bin.

5. ADDITIONAL CHARGES

5.1 Miscellaneous

- (a) Unless otherwise agreed in writing, Services may be subject to a recovery surcharge. The surcharge will be itemized on the invoice and is subject to applicable taxes.
- (b) Except as otherwise specified herein, a minimum charge applies to every invoice.
- (c) Materials and services provided by SECURE's supplier and subcontractor are invoiced on a cost plus percentage mark-up basis.
- (d) A pre-printed manifest/documentation charge applies if the Services are not managed by SECURE.
- (e) A manifest charge applies to Services in the province of British Columbia.

5.2 Waste Disposal

- (a) EH&S surcharges for Non-Conforming Waste
 - (i) The surcharge(s) for Non-Conforming Waste may escalate per occurrence.
 - (ii) Refer to TDG Clear Language Regulations for container safety weight rating.
- (b) Batteries
 - (i) Containers received with more than one type of battery will be subject to sorting surcharges.
- (c) Spin-on filters
 - (i) Only containers holding segregated spin-on filter Waste will be eligible for recycling credits.
 - (ii) Recycling credits may be provided to Company but will not exceed the disposal Rate per container size in which the Waste was received.
- (d) Grease and pigging wax
 - (i) Bins received without liners will be subject to a surcharge for bin cleaning and/or replacement.
- (e) Asbestos
 - (i) Improperly packaged asbestos will be subject to a surcharge.
- (f) Light bulbs and tubes
 - (i) Broken bulbs and tubes will be subject to a surcharge.
- (g) Municipal solid waste (“MSW”)
 - (i) MSW bin collection must be in conjunction with the pick-up of other bins at the same Company location.
- (h) Sludge Facility
 - (i) A minimum charge applies to car wash sump Waste and vacuum truck tank flushing.
 - (ii) Vacuum truck tank flush charge applies only when provided as a standalone service (i.e., when no Waste is received).
 - (iii) A minimum charge applies to Waste received in a roll-off bin.

This Schedule B applies to drilling, completion and production technologies provided by SECURE or its Affiliate.

1. SPECIALTY CHEMICALS

- 1.1 **Non-Analysis**. Company shall not analyze, or reverse engineer nor have any other party analyze or reverse engineer proprietary product samples or technologies, provided under this Agreement with the intent to determine how the technology functions, or the identity of composition or chemical structure of product samples or for the purpose of recreating the same, or a substitute thereof.
- 1.2 **Downhole Services**. Notwithstanding any provision to the contrary in this Agreement, Company hereby releases and agrees to defend, indemnify and hold SECURE harmless (i) from and against any and all Claims arising from pollution or contamination below the surface of the land or water, resulting from blowout, fire, cratering, seepage or any other uncontrolled flow of oil, gas or mineral substance during the performance of the Services; (ii) for loss or damage to any geological formation, strata or oil or gas reservoir or mineral resource beneath the surface of the land or water; (iii) for the loss of or damage to any hole or well; and (iv) for any impairment of any property rights or other interests in or to any oil, gas or mineral resources resulting from blowout, fire, cratering or any other cause, which may result during the performance of the Services.