

COLLIERS INTERNATIONAL CANADA REAL ESTATE MANAGEMENT SERVICES Master Services Agreement

The following Vendor Contractual Terms & Conditions ("Agreement") entered into forms the basis for any undertaking between ("Client"), as represented by its agent, Colliers International (Quebec), Inc. for properties located in the province of Quebec, and Colliers Macaulay Nicolls, Inc. for all other properties, doing business as Colliers International ("Colliers") and Vendor (defined hereinafter). The terms of this Master Services Agreement supersede all previous Agreements between the Colliers entity named above and the Vendor, unless specifically noted and mutually agreed, and remains implicit with any transaction, purchase order or other form of transaction between Colliers, its designated employees and the Vendor. The acceptance of this Agreement is expressly limited to the term and conditions contained in this Agreement. Colliers acceptance of this Agreement is expressly conditioned on Vendor's assent to any additional or different terms, from Vendor's offer, contained in this Agreement.

1. DEFINITIONS

1.1 "Vendor" means Vendor and its agents, employees and sub-contractors. **"Deliverables"** means any goods or services provided by or for Vendor pursuant to this Agreement. **"Colliers"** means Colliers Macaulay Nicolls, Inc., or any related or subsidiary entity. **"Client(s)"** means any entity or person who engaged Colliers as its property manager or agent or for the performance of any services. **"Transaction"** refers to the agreed Deliverables as defined in associated documents including Contract Schedules, Purchase Order or Accepted Vendor Quote.

2. ACKNOWLEDGEMENT

2.1 ACTING AS CONTRACTOR: The Vendor acknowledges acting strictly as an independent contractor under the law, and not as an employee of Colliers. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose. Vendor and its employees will not be entitled to any benefits made available to employees of Colliers or the Client. The Vendor agrees that neither the Client(s) nor Colliers shall be liable for any loss of, or damage to, Vendor's materials or equipment located on any property belonging to the Client(s) and/or managed by Colliers.

2.2 ACTING AS AGENT: The Vendor acknowledges, understands and agrees that Colliers is acting as agent on behalf of its Client and that all contracts and transactions are made on behalf of Colliers Client. The Client is the ultimate recipient of the Vendor's services and is responsible for any payments or liability. Colliers is not liable for any payments due hereunder and shall have no liability under this Agreement.

2.3 POLICIES: The Vendor and its employees and agents are required to comply with all applicable rules, regulations, codes or other similar requirements, including policies of Client and/or Colliers.

2.4 TERM: The term of this Agreement is as stated in the associated Transaction documents, and shall, unless terminated pursuant to the termination provision contained in this Agreement, terminate upon Vendor's completion of all of its obligations contained in this Agreement.

3. DELIVERABLES

3.1 Deliverables ordered by Client and/or Colliers in a purchase order, work order or other instructions ("Purchase Order") issued to Vendor shall be provided in a timely manner and invoiced in strict conformity with the Purchase Order. The Deliverables will at all times be provided in a professional and competent manner by persons qualified and skilled in their occupations.

The Vendor shall provide all labour, materials, tools, equipment, supplies and services required to produce the Deliverables as specified in this Agreement or related purchase order, including any unspecified labour, materials or supplies that could be inferred to be included within the scope of the Deliverables. All materials and supplies will be new and of the highest quality, to meet any required specifications.

3.2 MATERIAL SPECIFICATIONS: The Vendor hereby warrants that the Deliverables comply with any attached plans and specifications (the "Contract Documents") of the Client and/or Colliers, all applicable codes and standards, and all authorities having jurisdiction unless clearly noted otherwise. No payment on account shall operate as an approval and/or acceptance of the Deliverables. Shop drawing approval is required prior to fabrication of material, unless otherwise agreed in writing.

3.3 INSPECTION: All Deliverables shall be subject to a reasonable period for inspection, examination and testing by Colliers' staff or duly appointed representatives prior to acceptance by Colliers. Any Deliverables reasonably determined by Colliers, in its sole discretion to not be in accordance with this Agreement or applicable Purchase Order shall be corrected or replaced immediately by the Vendor at no additional cost.

At the end of the term of this Agreement, Colliers reserves the right, within a reasonable period of time, to inspect the Client(s) property and the work for any damages or deficiencies. Final payment to the Vendor is subject to Colliers' satisfactory inspection, and any legitimate damages caused by the Vendor shall be deducted from the Vendor's final invoice.

3.4 PRODUCT RETURN: If applicable, there shall be no fees (i.e. restocking, inventory or other) associated with Colliers returning Deliverables, if such return occurs within thirty (30) days of the date the Deliverables were delivered to Colliers or the Client.

3.5 SCOPE OF WORK: The Vendor agrees that Deliverables will be completed in accordance with the terms of this Agreement and to the specifications of the agreed transaction.

3.6 ORDERING: Notwithstanding anything to the contrary herein, Colliers may from time-to-time, verbally or in writing, increase or decrease the quantity or specifications of the Deliverables originally ordered. If the change requires a subsequent change in the price or timing of the Deliverables, the Vendor must immediately notify Colliers in advance of executing any applicable Purchase Order; and such changes shall be subject to Colliers prior written agreement.

3.7 TITLE: All Deliverables performed hereunder will be performed by Vendor on a "work-for-hire" basis and all right, title and interest in the Deliverables are hereby vested in Vendor at the time such Deliverables are created. Without limiting the foregoing, Vendor hereby assigns to Client and/or Colliers all right, title and interest in all Deliverables, including all interim versions of Deliverables and all associated documentation. Vendor and its personnel will execute reasonably necessary documents to evidence Client and/or Colliers' rights in the Deliverables.

3.8 DELIVERY CANCELLATION: Failure of the Vendor to provide the Deliverables in a timely manner or by the date specified in this Agreement, the Vendor's Quotation or in the applicable Purchase Order will give Colliers the right to immediately terminate this Agreement or such applicable purchase order at no cost, obligation or penalty to the Client and/or Colliers.

4. PRICING & PAYMENT

4.1 PRICING: Agreed pricing will remain in effect for the length of the term as described in the associated transaction documents. Any increase in pricing must be requested in writing with at least (60) days written notice by the Vendor to Colliers. Written acceptance from Colliers must be obtained prior to invoicing of any increase of the agreed fee. Any requested increase cannot exceed the current year's most recent annualized "Seasonally Adjusted Core CPI" rate as issued by the Bank of Canada. The Vendor will adjust any pricing under this Agreement to the Vendor's lowest quoted price to any other customer for the period in effect based on similar size or volume. Vendor's prices are deemed to be all-inclusive unless otherwise noted and accepted.

4.2 PAYMENT TERMS: Invoices shall include a detailed, itemized statement of all charges for which payment is sought, specifying the date each service was rendered, and shall be delivered on a schedule as agreed between Colliers and the Vendor. Payment terms are 45 days from date a proper invoice is received. Colliers shall pay the Vendor, but only from the funds of the Client that are held by Colliers. No payment will be made to Vendor for Deliverables, including any materials or services, not delivered in accordance with the job specifications. Vendor is solely liable for and shall pay for all materials furnished and labour performed by its subcontractors and suppliers.

4.3 TAXES: Vendor assumes liability for any and all taxes, fees, duties, withholdings or similar charges, whether domestic or foreign, including, without limitation federal, provincial and local taxes, value-added-taxes, goods and services taxes,

property taxes or other governmental charges. The price for the Deliverables is exclusive of GST, HST, TVQ and inclusive of PST, and must be separately stated on the related invoice.

4.4 PAYMENT OFFSET: The Client and/or Colliers may deduct from any amounts due or to become due to Vendor, any sum or sums owing by Vendor to the Client and/or Colliers, including compensation for any breach by Vendor of any part of this Agreement, or to the Client and/or Colliers discharging any Vendor liens.

Additionally Client and/or Colliers shall have the right to request and receive from Vendor satisfactory proof that Vendor's Worker's Compensation Board premiums have been paid and, to the extent that any such premiums are outstanding, Colliers and/or Client shall have the right to deduct from any amounts due or to become due to Vendor, any Vendor Worker's Compensation Board premiums that are outstanding and have not been paid by the Vendor directly to the Worker's Compensation Board at the time of payment of the Vendor's invoice. Notwithstanding the foregoing Vendor acknowledges that payment of its Worker's Compensation Board premiums are Vendor's responsibility alone and Vendor hereby indemnifies Colliers and/or Client for any losses, costs, claims or damages incurred by Colliers and/or Client resulting in whole or in part from Vendor's non-payment of its Worker's Compensation Board premiums.

5. INSURANCE

5.1 VENDOR INSURANCE REQUIREMENTS

Reference Appendix 1 Vendor Insurance Requirements.

6. HEALTH AND SAFETY

6.1 SAFETY: Vendor is responsible for health and safety of all workers on site performing work on behalf of the vendor and in accordance with provincial Workers' Compensation Board and occupational health and safety regulations relative to the Deliverables being performed. Vendor will at all times maintain the jobsite and surrounding space that is open and accessible by the public in a clean and safe manner and in accordance with all applicable regulation.

6.2 PRIME CONTRACTOR: Vendor is acting as Prime Contractor and accepts designation and associated responsibilities pursuant to all enforce Occupational Health and Safety Acts, Codes and Regulations (*Rules*) and is responsible for the enforcement of such *Rules* on Vendors' employees, agents, subcontractors and all persons (*Entities*) on location at the direction of and or representing the Vendor. As Prime Contractor, Vendor will establish and maintain a process that ensures compliance with *Rules* and will ensure that; first aid services, equipment and supplies are on location and available to all *Entities*, any equipment set, erected, installed and or used is done so in a safe manner and in compliance to all *Rules* and will direct *Entities* on safety related matters. Any associated OHS violation may result in the suspension or termination of the agreement by Colliers. Any associated financial penalty imposed by a governing body as a result of a *Rules* violation will be the responsibility of the Vendor.

6.3 LICENSES: Vendor represents and warrants that on behalf of Vendor and each of its agents, employees and representatives, that it has any and all training licenses and certifications required or necessary under this Agreement and with respect to the Deliverables.

6.4 TRAINING: Vendor agrees and confirms that all Vendor agents, employees and representatives have been duly trained for the tasks assigned and hold valid licenses and/or certifications for the trade. Vendor must provide proof of training, certification and licensing upon request and any non-conforming personnel must be removed from the assignment and performance of Deliverables immediately. Any breach of this section by Vendor will be deemed a material breach of this Agreement.

6.5 INCIDENTS: The Vendor shall immediately advise Colliers of any accidents, personal injuries, damages or incidents occurring, incurred or encountered in providing the Deliverables, and will promptly complete and submit any necessary incident reporting documentation provided or requested by Colliers.

6.6 ENVIRONMENTAL REQUIREMENTS: Vendor will comply with all applicable environmental laws and regulations, including without limitation any waste, recycling, electric and electronic equipment regulations. Vendor shall use Eco-logo or Green products whenever commercially available. To the extent required by Client, Vendor shall provide the Deliverables

in accordance with the Client's environmental policy, if any, and abide by LEED or BOMA Building requirements if Vendor is providing Deliverables to a LEED or BOMA certified property.

6.7 MSDS SHEETS: Vendor will provide and maintain Current Material Safety Data Sheets (MSDS) as per governing regulation and on site for all products used by the Vendor on Colliers or Clients' property for all products governed by Workplace Hazardous Materials Information Systems Regulations (WHMIS) or any other similar or replacement regulations or legislation. Vendor will place the MSDS in a location agreed to by Colliers.

6.8 HAZARDOUS MATERIALS: No hazardous materials may be brought on to a Colliers' Client site without prior review and approval by a designated Colliers employee. No hazardous materials may be left unattended during the period of work, or left unsecured overnight or on non-business days. No hazardous material may be disposed of or abandoned at the Client site.

6.9 ASBESTOS: In the event that asbestos is encountered during construction, the Vendor shall immediately cease work and notify a Colliers representative.

6.10 SECURITY CLEARANCE: Upon request by Colliers, the Vendor agrees to provide at its own cost, criminal background checks on agents, employees and representatives that are providing the Deliverables on a Client site. Failure to provide such background checks within ten (10) days of Colliers' request will result in the termination of the Agreement at no cost or penalty to Colliers. Any personnel that do not possess a satisfactory background check will be barred from performing the Deliverables, at Colliers' sole and exclusive discretion.

6.11 EMERGENCY RESPONSE PLAN: If applicable, Vendor agrees to provide to Colliers a current Emergency Response Plan (ERP) outlining 24 hour/7 days/week contact phone numbers and emergency response contingency plans. A copy of this plan must be available and accessible on an accessible web site. Colliers shall not be obligated to follow or make use of this plan.

6.12 BUSINESS CONTINUITY PLAN: If applicable, Vendor agrees to provide at Colliers request a working business continuity plan ("BCP") outlining redundant systems, back-up, secondary and recovery programs to Colliers.

7. VENDOR RESPONSIBILITIES

7.1 SUPERVISION: The Vendor shall provide reasonable supervision, in accordance with industry standards, to its Representatives at all times while the Representatives are performing the Deliverables on property owned by the Client and/or managed by Colliers.

7.2 CONFIDENTIALITY: This Agreement and all information, instructions, blueprints or other materials provided by Colliers or obtained by Vendor shall be treated as confidential. The Vendor agrees to protect and keep all information provided confidential and to provide this information only to necessary sub-trades, governmental or legal entities as required or obligated by law. All provided documents are to be promptly returned to Colliers upon termination of the required work.

7.3 PRIVACY: Vendor is required to comply with Canada's Personal Information Protection and Electronic Documents Act ("PIPEDA") and any related provincial legislation with regards to privacy.

7.4 RELEASE OF INFORMATION: Vendor shall not publish, distribute, or use any information developed under or about the existence of this Agreement, or use Client and/or Colliers' name logo or trademark for the purpose of advertising or for products or service endorsement without Client and/or Colliers' prior written approval. Vendor's obligations under this Paragraph shall survive the termination or cancellation of this Agreement.

7.5 LIENS: Vendor agrees to keep Client's and Colliers' property free and clear of all liens, claims, and encumbrances arising from the performance of this Agreement by the Vendor or its sub-contractors, and Vendor shall indemnify, hold harmless and defend the Indemnitees (defined hereinafter) from any liens and encumbrances arising out of any Deliverables, labor, materials, or obligations incurred by or at the direction of Vendor. Upon completion and final acceptance by Colliers of the Deliverables, or upon termination of this Agreement, if deemed necessary by Colliers in its sole and exclusive discretion, Colliers may withhold any amounts due or payable to Vendor until receipt of a fully executed general release of all claims by Vendor and a lien release on behalf of Vendor, its sub-contractors and suppliers. The Vendor shall include a provision satisfying the requirements of this Paragraph in all subcontracts of Vendor under this Agreement.

7.6 UNDUE INFLUENCE: Colliers' policy is that its employees may not accept gifts, entertainment, or other gratuity (collectively, "Gratuity") from anyone seeking to contract with Colliers other than customary business courtesies that are reasonable in frequency and value. Vendor represents and warrants to Colliers that neither Vendor (including any of its agents, employees, or representatives) nor any subcontractor has or will: a) provide, attempt or offer a Gratuity to any employee or agent of Colliers, or b) solicited, accepted or attempted to accept any Gratuity, or c) included directly or indirectly the amount of any Gratuity in the price applicable to any order or subcontract under this Agreement.

7.7 DATA: Colliers retains ownership of data collected as a result of a contracted service with the Vendor and upon request from Colliers, Vendor agrees to provide Colliers with detailed data in a suitable electronic format and schedule.

7.8 WARRANTY: Vendor represents and warrants that (i) it has authority to enter into this Agreement and to perform its obligations, (ii) it has the necessary qualifications, skills, experience, and capabilities to perform the Deliverables in a safe, professional and accurate manner, (iii) all of Vendor's employees providing, or who may, at any time provide the Deliverables, or any portion thereof, are legally permitted to work in Canada, (iv) the Deliverables delivered pursuant to this Agreement shall be new, free from defects in workmanship, materials, and design and shall strictly conform to all the requirements of this Agreement, and (v) it has all licenses, approvals, authorizations, certifications, and permits, including, but not limited to those for the state, province, municipality or city in which the Property is located, to perform the Deliverables. Vendor shall maintain such licenses, approvals, authorizations, certifications, and permits, at its own expense, for the duration of this Contract. Vendor shall require similar warranties by any and all subcontractors used to provide any portion of the Deliverables. These warranties shall survive the term of this Agreement. Colliers may elect to require Vendor to repair, replace, or reimburse that portion of the Deliverables or price (as the case may be) for nonconforming materials or finished product or service. In the case of services, Colliers may elect to require Vendor to correct the defective services at no cost or reimburse the amounts paid for such services.

8. COLLIERS RIGHTS

8.1 TERMINATION FOR DEFAULT: Colliers may terminate this Agreement, in whole or in part, immediately upon Vendor's: (a) breach of this Agreement, with such breach not being cured within five (5) business days from delivery of written notice of breach; (b) failure to make progress, which in Colliers' sole but reasonable discretion may endanger performance of this Agreement; or (c) failure to provide adequate assurance of future performance. In the event of partial termination, Vendor is not excused from performance of the non-terminated balance of Deliverables under this Agreement. In the event of Vendor's default hereunder, Colliers may exercise any and all rights it may have under law. Vendor's specified obligations under this Agreement shall survive such termination.

8.2 TERMINATION FOR FINANCIAL RISK: Colliers may terminate this Agreement immediately in the event of: a) the appointment, with or without Vendor's consent, of any trustee, liquidator, assignee, custodian, sequestrator or receiver for any substantial portion of Vendor's assets; b) proceedings, voluntary or involuntary, in bankruptcy or insolvency, by or against Vendor; or c) Vendor's admission of inability to pay its debts generally as they come due.

8.3 TERMINATION FOR CONVENIENCE: Colliers may terminate this agreement and any applicable Purchase Orders or other related contracts upon thirty (30) days written notice to the Vendor. Vendor will be paid for any Deliverables completed and accepted prior to the termination date. On or before the termination date, Vendor will return any and all property owned by Colliers or its Client at no additional cost to Colliers beyond the contract price.

8.4 AUDIT RIGHT: Vendor will maintain and retain complete and accurate records and documents pertaining to this Agreement and the furnishing of Deliverables to Colliers or its Clients. Colliers will have access to (a) the records of Vendor, including all support documentation for the purpose of verifying any and all charges billed to the Clients and/or Colliers under this Agreement; and (b) the records of Vendor relating to the Deliverables. Vendor will cooperate with Colliers by providing Colliers with access to Vendor's records promptly (within 10 business days) following Colliers' written request. The examination of such records will be conducted at Vendor's place of business, or such other mutually agreeable location, at expense borne by Colliers. Should a material discrepancy in pricing or invoicing arise (greater than 10% variance), all costs of the audit shall be borne by the Vendor. Vendor will retain such records for a period of five (5) years from the date of completion of the Deliverables.

9. MISCELLANEOUS

9.1 TIME: Time is of the essence and the Vendor's performance of its obligations pursuant to this Agreement must meet schedules, dates and deadlines set by Colliers or the Client and/or Colliers will be entitled to reasonable damages as a result of such failure.

9.2 FORCE MAJEURE: Notwithstanding that time shall be of the essence with respect to Vendor performance, neither party will be liable to the other for damages for failure to carry out this Agreement when the failure is due to strikes, lockouts, fires, floods, earthquakes, or other natural disasters, freight embargoes, governmental or administrative prohibitions, riots, and acts of public enemies or terrorists. A party affected by such an event will immediately notify the other, describing the event and estimating its duration. The parties will cooperate in good faith to mitigate the effects of the event. Notwithstanding, if Vendor is unable to timely honor the Agreement, Colliers will be entitled to terminate this Agreement effective upon date of notice. Or, in the alternative, Colliers may elect to seek Deliverables from another vendor without penalty and those Deliverables will count towards any volume requirements that Colliers has committed to purchase.

9.3 SEVERABILITY: If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal or otherwise unenforceable, such term or provision will not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision will be deemed modified to the minimum extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties.

9.4 CONFLICT: In the event of conflict between any term(s) of this Agreement with any term(s) in a Vendor standard form contract or contained on a Vendor invoice, quotation, purchase order or work order, the terms of this Agreement shall govern.

9.5 MISCELLANEOUS CHARGES: The Vendor accepts responsibility for any damage to onsite property caused by or as a result of Vendors actions. Vendor will immediately notify Colliers of such damage and attempt to rectify. If at the discretion of Colliers, the vendor has not or cannot rectify the damages in a timely manner, Colliers reserves the right to take any necessary action to rectify. The Vendor bears responsibility for the damage and will reimburse Colliers for costs incurred to rectify damage. Vendor accepts responsibility for any inadvertent emergency alarm signal triggered solely by the vendor and any associated third party cost incurred as a result of responding to the signal. Vendor accepts responsibility for any lost keys / security cards / fobs that have been entrusted with the vendor and all associated costs to rectify and safely secure the property. Vendor accepts, that at Colliers discretion, physical locks might need to be changed in the event of a lost or copied key and the vendor accepts responsibility for the costs incurred in doing so. The vendor agrees to reimburse Colliers and its Client for any loss as a result of proven theft by any employee or agent of the vendor.

9.6 WAIVER: Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur.

9.7 SURVIVABILITY: In addition to those sections expressly noted for survival herein, other sections of this Agreement, which by their nature are intended to or could reasonably be expected to extend beyond termination, will survive any expiration or termination of this Agreement for any reason.

9.8 GOVERNING LAW: This Agreement shall be governed by, and construed in accordance with, the applicable laws of the Canadian Province in which the Colliers signing entity is headquarter; Colliers Macaulay Nicolls, Inc.; British Columbia; Colliers Macaulay Nicolls (Ontario), Inc.; Ontario; Colliers International (Quebec), Inc.; Quebec. The venue for resolution of all disputes arising from this Agreement shall be the Courts located in the following City of the applicable Province as identified above: British Columbia, Vancouver; Ontario, Toronto; Quebec, Montreal.

9.9 ATTORNEYS' FEES: In the event of dispute between the parties to enforce a right or rights provided by or arising out of this Agreement, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees and other costs and expenses of enforcement proceedings. The "prevailing party" shall be the party receiving a net affirmative award or judgment.

9.10 INDEMNIFICATION: To the fullest extent allowed by law, Vendor will indemnify, hold harmless, reimburse and defend Client and Colliers and their affiliated business entities and each of their respective members, partners, officers, directors, employees and agents (the "indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties, including but not limited to reasonable attorneys' and expert witnesses' fees, and court costs, arising out of, relating to, or in connection with: (a) personal injury, death or property damage based upon any alleged or actual defect in or of the Deliverables or any act or omission of the Vendor; (b) the Deliverables performed or not performed by

Vendor; (c) any breach of this Agreement or warranties made under this Agreement by Vendor; (d) Vendor's negligence, willful misconduct, violation of law, or breach of this Agreement; (e) Vendor's acts outside the scope of this Agreement; or (f) Vendor's use, employment, engagement, or otherwise, of an employee, agent or other personnel who is, or who is alleged to be, unauthorized to work in Canada under applicable law. This provision shall survive the termination of this Agreement.

Vendor shall ensure that any subcontract agreement will include an indemnification in favor of Client and Colliers as set forth above.

9.11 LIMITATION OF LIABILITY: Except to the extent arising pursuant to the preceding provision, or a party's gross negligence or intentional misconduct, NEITHER PARTY, OR THEIR RESPECTIVE PARENTS, SUBSIDIARIES, RELATED ENTITIES AND EACH OF THEIR DIRECTORS AND OFFICERS, BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE DELIVERABLES, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Vendor shall not make any claim or demand against the Indemnitees or persons for whom the Indemnitees are responsible at law, for any injury, including death, or any loss of or damage to, property suffered or sustained by the Vendor, its employees, or persons for whom the Vendor is responsible at law, arising out of or connected with this Agreement, the performance of the Deliverables hereunder, or anything not done or maintained as required hereunder, and Vendor hereby waives as against the Indemnitees and persons for whom the Indemnitees are responsible at law, all such claims or demands. Vendor shall obtain similar waivers from any and all subcontractors used to provide any portion of the Deliverables.

If Vendor recovers any judgment against Client or any of its partners, shareholders, members, managers, officers, directors, employees, or agents (collectively, "Client Representatives") for any default by Client under this Agreement, such judgment shall be satisfied solely out of Client's interest in the Property, and neither Client nor the Client Representatives shall be personally liable for such default.

9.12 AMENDMENTS: No agreement or any other understanding in any way purporting to modify the terms and conditions of this Agreement shall be binding upon the Client and/or Colliers unless agreed to in writing and signed by Colliers' authorized representative.

9.13 COUNTERPARTS: This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute the entire Agreement. A facsimile or electronic copy of this Agreement may be accepted as an original, and facsimile or electronic copies of the parties' signatures may be treated as an original and admissible evidence of this Agreement.

9.14 HEADINGS: Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

9.15 ASSIGNMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and/or permitted assigns; provided, however, that Vendor may not assign this Agreement without the prior written consent of Colliers. Colliers may assign this agreement (for itself or its Client(s)) in whole or in part without the consent of Vendor, but shall provide notice to Vendor of any such assignment.

9.16 NOTICES: Any notices or other communications contemplated or required under this Agreement, in order to be valid, shall be in writing and shall be given via personal delivery or via nationally recognized overnight courier at the addresses set forth beneath the parties' signatures below. The parties' addresses are listed at the bottom of this Agreement.

9.17 NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries of this Agreement.

9.18 ARBITRATION; ATTORNEYS' FEES. In the event of any disagreement between the parties as to the interpretation, enforcement, or breach of this Agreement, either party may demand arbitration of such dispute (the "Dispute") by service of a written demand for arbitration upon the other party, provided such matter is not the subject of pending litigation. The parties agree that such dispute shall be resolved by means of binding arbitration in accordance with the provincial arbitration legislation in effect in the Province in which the Property is located. Arbitrator costs shall be paid one-half by Client and one-half by Vendor unless the arbitrator shall determine that either party has taken its position frivolously or without substantial merit, in which case such party shall bear all arbitrator costs. In the event of a dispute involving nonpayment by Client to Vendor, pending a final resolution by arbitration, Client shall pay Vendor any undisputed amounts owing. No court action

upon this Agreement or any dispute or claim arising hereunder shall be filed or heard if arbitration proceedings as provided herein have first been invoked. Any decision and/or award in arbitration shall be final and binding on the parties.

In the event that any action is instituted with respect to this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, together with its costs, including expert witness fees, and included in or with the judgment awarded in such action.

9.19 NON-DISCRIMINATION. Vendor shall not deny this Agreement's benefits to any person, or discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, or any other applicable protected classification. Vendor shall take affirmative action to ensure that the evaluation and treatment of employees are free from such discrimination. Vendor shall, unless exempt, abide by the terms of all applicable federal and, state, provincial, and local non-discrimination provisions, as applicable. Vendor shall include this non-discrimination clause in all subcontracts, if permitted, for any portion of the Deliverables and shall notify all labor organizations with which it has a collective bargaining agreement of its obligations under this Section.

9.20 NEGOTIATION OF CONTRACT. The parties acknowledge that this Agreement was the subject of fair negotiation between parties adequately represented by counsel of their choice. Neither party shall be considered the drafter of this Agreement for the purpose of construing any of its terms and conditions.

9.21 LANGUAGE: "The parties acknowledge that they require that this Agreement be drawn up in the English language only. *Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise seulement.*"

9.22 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes and cancels all other prior agreements (including, but not limited to, any proposals or oral agreements), representations and understandings of the parties in connection with such subject matter. In the event of a conflict between the provisions of this Agreement and the provisions of any attached exhibits, schedules, or otherwise, the provisions that afford the Client the greatest rights and benefits shall govern and control.

If this Agreement is modified at the request of Client or Vendor, such modifications must be confirmed in writing and signed by Client and Vendor ("Amendment"). Any Amendment shall be subject to the terms and conditions of this Agreement. No oral amendment or modification shall be binding on either party.

Acceptance:

Acceptance to this Agreement is registered electronically through ComplyWorks Ltd.

The Vendor has read, understands, and agrees to all terms and conditions of this Agreement.

The person accepting the terms and conditions of this Agreement acknowledges that they have the power to bind the vendor.

Appendix 1 – Minimum Insurance Cover Required by Service Category

(attached)

Schedule A – Scope of Work

(include property address(es) where services are being provided)

(under separate cover)

Schedule B – Pricing

(under separate cover)

Schedule C – Service Level Agreement

(under separate cover)