**LETTER OF UNDERSTANDING AND ENGAGEMENT**

April 12, 2021

12264633 Canada Inc.

Via Email

kareem.el.naggar1@gmail.com

Attention: Kareem El Naggar

This Letter of Understanding and Engagement and the attached Agreement will confirm our contract offer for the provision of services to Clough Enercore Limited by 12264633 Canada Inc.

Your engagement will be in accordance with the attached schedules and will be in effect upon signing of this Agreement; it will continue as per the terms of the Agreement. There may be additional opportunities for you and your company to supply services to Clough Enercore depending on the nature of the project and the skill set required. These opportunities may be presented to you on an ongoing basis and if mutually agreed, your hourly rate may need to be adjusted to satisfy the Scope of Work and level or position required to complete the work. Any adjusted rate and position will need written approval by Clough Enercore management and the contractor prior to starting any work on the respective project.

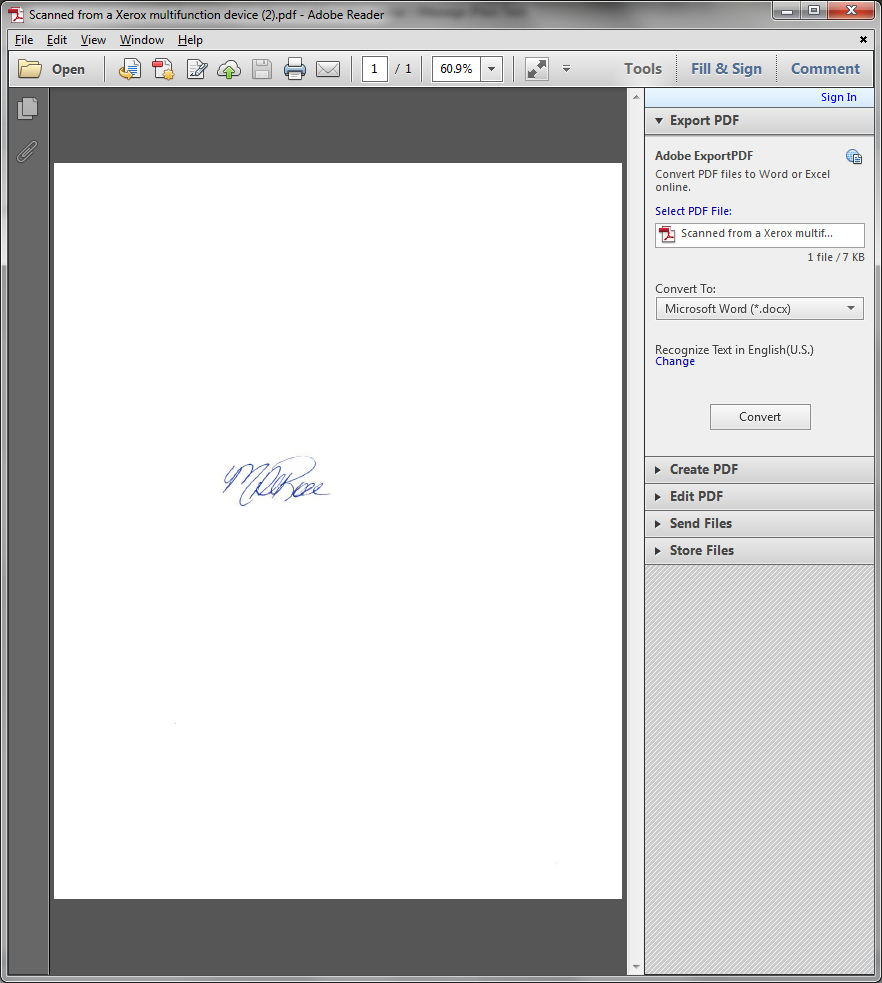
As conditions of your engagement with Clough Enercore Limited you are required to:

* Review the contract documentation and indicate your acceptance by signing in the spaces provided and initialing each page.
* Review the Clough Enercore Limited Human Resources Policy Manual.
* Successfully complete the Code of Conduct online training course upon your engagement and thereafter on an annual basis.
* Complete the New Contractor Set Up Form.
* Provide copies of your Certificate of Incorporation, WCB Clearance and any degrees or certificates you hold.
* Provide your GST Registration Number.
* Provide a void company cheque or direct deposit slip.
* Read the Clough Enercore Limited HSSE Handbook and indicate your acceptance by signing and returning the Training Record.
* Advise Clough Enercore Limited of any new skills or qualifications obtained during the term of your contract.

Additional Company training may be required from time to time and is the responsibility of the Contractor unless otherwise approved in writing by management.

Should you have any questions, please do not hesitate to contact me.

Best Regards,

**Clough Enercore Limited**

Mona DeRose

Manager, Human Resources

(403) 523-2009

**THIS AGREEMENT IS MADE AS OF APRIL 12, 2021**

**BETWEEN:**

**CLOUGH ENERCORE LIMITED** (“Company”)

-and-

**12264633 CANADA INC.** (“Contractor”)

This Agreement consists of the following schedules:

Schedule “A” – Terms and Conditions of Contract

Schedule “B” – Confidentiality, Conflict of Interest and Ownership of Information Agreement

Schedule “C” – Minimum Requirements for Contractors working on Company Property

Schedule “D” – Scope of Services and Individuals Performing Services

In the event of a conflict in terms, the order of precedence shall be: (a) the Terms and Conditions of Contract set forth in Schedule “A” hereto, then (b) Schedule “D”, followed by (c) all other Schedules.

**SCHEDULE “A”**

**TERMS AND CONDITIONS OF CONTRACT**

In consideration of the undertakings, agreements and conditions contained herein, the **COMPANY** and the **Contractor** hereby agree as follows:

**1.0 PERFORMANCE OF SERVICES**

* 1. The **Contractor** shall, upon request of the **COMPANY**, perform the services as outlined in Schedule “D” hereto (“Services”) during the term of this Agreement. The Services shall be performed in a professional manner, in accordance with good safety and industry practice and with the degree of skill and diligence normal in performing services of a similar nature. By the execution of the Terms and Conditions of Contract, the **CONTRACTOR** represents and guarantees to the **COMPANY** that the **CONTRACTOR,** its employees, agents and representatives listed in Schedule “D” hereto and such other persons who be approved in writing by the **COMPANY** from time to time (all of whom are collectively called “Contractor Group”), are qualified to the level required by the **COMPANY**.
  2. The Services shall be performed solely by the Contractor Group and the **CONTRACTOR** shall ensure that each member of the Contractor Group involved in or apprised of the Services is aware of the provisions of this Agreement and agrees to be bound hereby, and the **CONTRACTOR** shall be responsible for any breach of this Agreement by any member of the Contractor Group.

1. **TERM**

2.1 This Agreement shall commence on **April 17, 2021** and shall continue until **September 30, 2021** but issubject to extension or earlier termination as provided in paragraphs 2.2 and 2.3.

2.2 This Agreement may be extended by mutual agreement between the parties provided the extension is in writing and signed not less than 45 days prior to the expiry of this Agreement by the **COMPANY** and the **CONTRACTOR**.

2.3 Either the **COMPANY** or the **Contractor** may terminate this Agreement on three days prior written notice to the other party; provided, however, that no such notice is required if either party has breached this Agreement. In the event of a termination of this Agreement pursuant to this paragraph 2.3 (and where there has been no breach of the Agreement), neither party shall be liable for loss of anticipated profits, special, indirect, consequential, incidental, or other claim or damages, arising from or relating to the termination of this Agreement. In any case, the **Contractor** shall only be entitled to receive such remuneration that is owed to the date of termination, along with any costs incurred and non-cancellable.

**3.0 CONTRACT PRICE, LIENS AND AUDIT**

3.1 As full consideration for performance of the Services by the **Contractor**, the **COMPANY** will pay the **contractor** a contract price calculated by multiplying the rate (as herein defined) by the hours approved by the **COMPANY** for the individuals performing the Services as listed below:

|  |  |  |
| --- | --- | --- |
| **Name** | **Title** | **Rate** |
| Kareem El Naggar | Engineer-in-Training | $55.00/hour |

3.2 The all-inclusive rate per hour shall remain fixed for the term of this Agreement and may only be changed by written agreement between the parties. The **Contractor** shall pay, without limitation, wages, vacation and holiday pay, Canada Pension Plan, Employment Insurance, Workers’ Compensation, liability insurance, health and medical benefits, sickness and other leave with pay, all taxes (other than G.S.T., H.S.T., and provincial sales taxes) and contributions imposed by law, government legislation, labour agreements and **COMPANY** policies and all overhead expenses for the **CONTRACTOR**.

* 1. The **company**’stimesheets must be completed and submitted by the **CONTRACTOR** in accordance with the **company**’stimesheet procedure. The **company** shall approve the **CONTRACTOR**’s timesheets and advise if any discrepancy in hours is found.

Invoices for approved hours shall indicate the period covered, the number of hours, the rate for the Services. The **Contractor** shall attach a copy of each approved timesheet in support of the hours.

3.4 In addition to amounts calculated by an hourly rate as set out in Section 3.1, the **company** will pay the actual cost of approved expenses and/or living allowances or per diems as may be agreed between the **company** and the **contractor** from time to time. Expenses must be supported by applicable receipts.

3.5 The **Contractor** must submit two (2) separate invoices monthly; one for approved hours and one for approved expenses.

3.6 G.S.T., H.S.T. and/or applicable provincial sales taxes shall be added to the amounts otherwise payable under this Agreement. G.S.T., H.S.T. and/or provincial sales taxes shall be shown separately and the **Contractor**’s G.S.T or H.S.T. registration number shall be shown on each invoice.

3.7 The **company** shall pay the **Contractor** within thirty (30) days following the date of receipt of **Contractor**’s invoice and approved supporting documentation, less any amount to which the **company** is entitled to receive from the **Contractor**.

3.8 All **CONTRACTOR** information changes to this Agreement must be submitted forty five (45) days in advance of such changes taking effect.

3.9 Any **CONTRACTOR** rate changes shall be submitted in writing by the **CONTRACTOR** and must be approved in writing by the **COMPANY** not less than forty-five (45) days in advance of such changes taking effect.

3.10 Prior to the expiration of this Agreement, the **CONTRACTOR** shall advise the **COMPANY** of any intention to renew the Agreement, including any proposed changes to the contract terms and conditions. All changes must be approved in writing by the **COMPANY** not less than forty-five (45) days in advance of such changes taking effect.

3.11 If at any time there should be evidence of any lien or claim for which the **COMPANY** might be liable, and which is chargeable to the **CONTRACTOR**, the **COMPANY** shall have the right to retain out of payment to the **CONTRACTOR** an amount sufficient to completely indemnify the **COMPANY** against such lien or claim, including legal costs in connection therewith on a solicitor and his own client basis.

3.12 The **CONTRACTOR** shall keep and cause the other members of the Contractor Group to keep, in accordance with generally accepted accounting principles in Canada, books, records and accounts pertaining to the performance of the Services, necessary for an accurate audit. For the purposes of verifying that the Services were performed and charges were properly made in accordance with the terms of this Agreement or for the purpose of verifying the **Contractor**’s compliance with the terms of this Agreement, the **COMPANY** shall have access at all reasonable times to files, data, correspondence computer files, books and accounting records relating in any manner to the Services rendered by the Contractor Group under this Agreement for a period of 2 years following the completion of the Services. The **COMPANY** shall be entitled and the **CONTRACTOR** will allow the **COMPANY** to makes copies of any of the foregoing. If an audit indicates errors in the **Contractor**’s invoices, the **CONTRACTOR** shall make appropriate invoice adjustments and promptly refund to the **COMPANY** overpayments made by the **COMPANY**.

**4.0** **INDEPENDENT CONTRACTOR**

4.1 For purposes of this Agreement, the **Contractor** is an independent contractor and not the agent or employee of the **COMPANY**. Each and every member of the Contractor Group shall be an agent or employee of the **CONTRACTOR** and not the agent or employee of the **COMPANY**.

4.2 The **Contractor** hereby confirms that it is making all required deductions for Canada Pension Plan, Employment Insurance and income taxes and other relevant taxes for the Contractor Group and remitting same to Canada Revenue Agency when due. In the event that Canada Revenue Agency, for whatever reason, seeks from the **COMPANY**, taxes on the **Contractor** remuneration, the **Contractor** agrees to indemnify and save harmless the **COMPANY** and any of its directors, officers and employees, and agrees to pay the amount of any such taxes (including any applicable interest and penalties on the taxes) within thirty days (30) of the **COMPANY** claiming such taxes from the **Contractor**. The **Contractor** further agrees that the **COMPANY** may set off an equal amount of such taxes (including any applicable interest and penalties on the taxes) from any remuneration owed to the **Contractor**.

4.3 The **Contractor** is responsible for and shall pay when due all licenses, permits, registration fees, income taxes and G.S.T. or H.S.T.

4.4 The **Contractor** confirms that it is an incorporated company duly registered and in good standing in the Province of Alberta, and agrees to maintain such registration in good standing during the term of this Agreement.

4.5 It is the responsibility of the **CONTRACTOR** to hold a valid business license and requisite registrations throughout the term of this contract.

4.6 The **Contractor** is free to provide consulting and other services to other parties during the term of this Agreement; provided, however, that the **Contractor** shall ensure that the **Contractor** is able to provide the Services pursuant to this Agreement in a professional and timely fashion. The **Contractor** also agrees not to perform services for other parties which may create a conflict of interest or interfere with the **Contractor**’s duties pursuant to this Agreement without the prior written consent of the **COMPANY**.

**5.0 CONFIDENTIALITY**

5.1 The parties agree that they shall keep confidential any and all information concerning this Agreement, the **Contractor**, the **COMPANY** and the **COMPANY**’s clients, as is made available, directly or indirectly, to either party under this Agreement or is otherwise acquired in connection with performing the Services. Information provided by the disclosing party shall not be deemed confidential when it (a) is already known by the receiving party, (b) is/or becomes publicly known, or (c) is rightfully received from a third party not under a confidentiality obligation.

5.2 Prior to commencement of Services under this Agreement, the **Contractor** shall execute a Confidentiality, Conflict of Interest and Ownership of Information Agreement in the form attached hereto as Schedule "B" and forward same to the **COMPANY**.

**6.0 INSURANCE**

6.1 The **CONTRACTOR** shall at its sole cost and expense, obtain and maintain during the term of this Agreement, the following minimum insurance. The amount and type of insurance specified herein in no way reduces or limits the liability or responsibility of the **CONTRACTOR**. The **CONTRACTOR** shall obtain and keep in place during the term of this Agreement insurance of the types and in the amounts described below:

1. Comprehensive General Liability Insurance on an occurrence basis with limits of no less than $2,000,000 inclusive per occurrence for bodily injury, personal injury, death and damage to property including loss of use thereof, and naming the **COMPANY** as an additional insured;
2. Workers’ Compensation Insurance Coverage covering any and all of the Contractor Group engaged in the provision of services for or on behalf of the **CONTRACTOR** in accordance with the statutory requirements of the Province of Alberta. If the **CONTRACTOR** is assessed any additional levy or assessment by the Workers’ Compensation Board as a result of an accident causing injury or death to member of the Contractor Group any such levy or assessment shall be paid by the **CONTRACTOR** at its sole cost and is not reimbursed by the **COMPANY.**

At the **COMPANY’s** request, from time to time during the term of this Agreement, the **CONTRACTOR** shall provide the **COMPANY** with Certificates or other evidence of insurance acceptable to the **COMPANY**, evidencing compliance with the terms of this paragraph 6.1. All insurance policies shall provide that 30 days' written notice be given to the **COMPANY** prior to any cancellation of or material alteration to any such policies.

**7.0 GENERAL**

7.1 The **COMPANY** is committed to a philosophy whereby its people, practices, systems and culture work together to create quality and value in a safe work environment. The **CONTRACTOR** will be required to work within the **COMPANY’s** guidelines and adhere to its policies and procedures which may be amended from time to time. It is the **Contractor**’s responsibility to remain informed, and ensure that all other members of the Contractor Group remain informed, of the guidelines, policies and procedures, including but not limited to the **COMPANY** Code of Ethics, Discrimination and Harassment, and Drug and Alcohol policies, copies of which the **CONTRACTOR** acknowledges having been provided with. The **CONTRACTOR** agrees to take all reasonable steps to keep itself and each other member of the Contractor Group informed of the **COMPANY's** guidelines, policies and procedures.

7.2 All Services performed (or in the course of being performed) by the **CONTRACTOR** shall be the property of the **COMPANY** and shall not be disclosed by the **CONTRACTOR** to any third party.

7.3 Notwithstanding that the **CONTRACTOR** assumes all professional, administrative, legal and tax liability for the Contractor Group, the **CONTRACTOR** agrees that the **COMPANY** may monitor the Services performed by the Contractor Groupto ensure they meet quality expectations and comply with the agreed upon Services outlined in Schedule “D”.

7.4 The **CONTRACTOR** and each other member of the Contractor Group shall be competent to perform the Services. The **COMPANY** may at any time revoke the approval of a member of the Contractor Group whose conduct or work product is not satisfactory to the **COMPANY**.

7.5 The **CONTRACTOR** (a) is liable for all damages, losses, actions, sums, debts, dues and demands that the **COMPANY** or its directors, officers, agents or employees (collectively, the “Company Group”) may suffer, sustain, pay or incur and (b) shall indemnify and save harmless the Company Group, and each member thereof, from any and all damages, losses, actions, sums, debts, dues and demands which may be made upon or suffered by any member of the Company Group or which any member of the Company Group may sustain, pay or incur, resulting from the negligence or willful misconduct of the Contractor Group or failure by the Contractor Group to perform the Services pursuant to and in accordance with the terms of this Agreement.

7.6 The **COMPANY** shall indemnify and save harmless the **CONTRACTOR** and its directors, officers, agents and employees from any and all damages, losses, actions, sums, debts, dues and demands which may be made upon or suffered by the **CONTRACTOR** or its directors, officers, agents or employees, or which the **CONTRACTOR** or its directors, officers, agents or employees may sustain, pay or incur, arising out of or in any way related to the provision of Services pursuant to and in accordance with this Agreement, resulting directly from the gross negligence or willful misconduct of the **COMPANY**.

7.7 For greater certainty, the **CONTRACTOR** hereby waives, discharges and releases the Company Group from liability or potential liability for damages, losses, actions, sums, debts, dues, demands and injury of any kind whatsoever resulting from any injury, accident, disability or loss of property incurred or suffered by the **CONTRACTOR**, other member of the Contractor Group or any third party, arising out of or in any way related to the provision of Services pursuant to this Agreement, except to the extent the same results directly from the gross negligence or willful misconduct of the **COMPANY** or other member of the Company Group.

7.8 The performance of the Services is subject to all applicable laws and regulations in the jurisdiction where they are performed; however, the laws of the Province of Alberta shall govern the legal obligations of the parties and the interpretation of this Agreement. The parties agree to submit to the exclusive jurisdiction of the courts of Alberta and all courts of appeal therefrom in relation to any legal proceedings arising in connection with this Agreement.

7.9 This Agreement constitutes the entire agreement between the parties and supersedes all prior representations or agreements, whether oral or in writing, relating to the subject matter of this Agreement. Any changes to this Agreement must be made in writing and duly signed by an authorized representative of each party.

7.10 This Agreement shall enure to the benefit of and be binding on the parties and their respective legal representatives, successors and permitted assigns.

7.11 Neither party shall use the other’s name for any marketing or promotional purposes, or make any public announcements or disclosure in respect of this Agreement or their relationship to the other without obtaining prior written consent of the other party.

7.12 The **CONTRACTOR** shall indemnify and save harmless the **COMPANY** and its directors, officers and employees against all claims and demands of every nature and kind whatsoever relating to any infringement of copyright, trademark or letters patent of invention.

7.13 Time shall be of the essence of this Agreement.

7.14 Neither of the parties shall be deemed to be in default with respect to non-performance of their obligations under this Agreement if and so long as such non-performance is due to Force Majeure, where "Force Majeure" means an order of any court, order or ruling of any agency, board, tribunal or similar body acting pursuant to any law, statue, or statutory instrument, strikes, lockouts, fire, flood, acts of terrorism or acts of God or the enemies of the country or state, or any other cause (whether similar or dissimilar to those enumerated) beyond the control of a party to this Agreement; but lack of finances shall not in any event be a cause beyond the control of a party. The party claiming a Force Majeure event or condition shall use reasonable commercial efforts to remove or remedy such condition but shall not be required to settle any labor dispute on unfavourable terms.

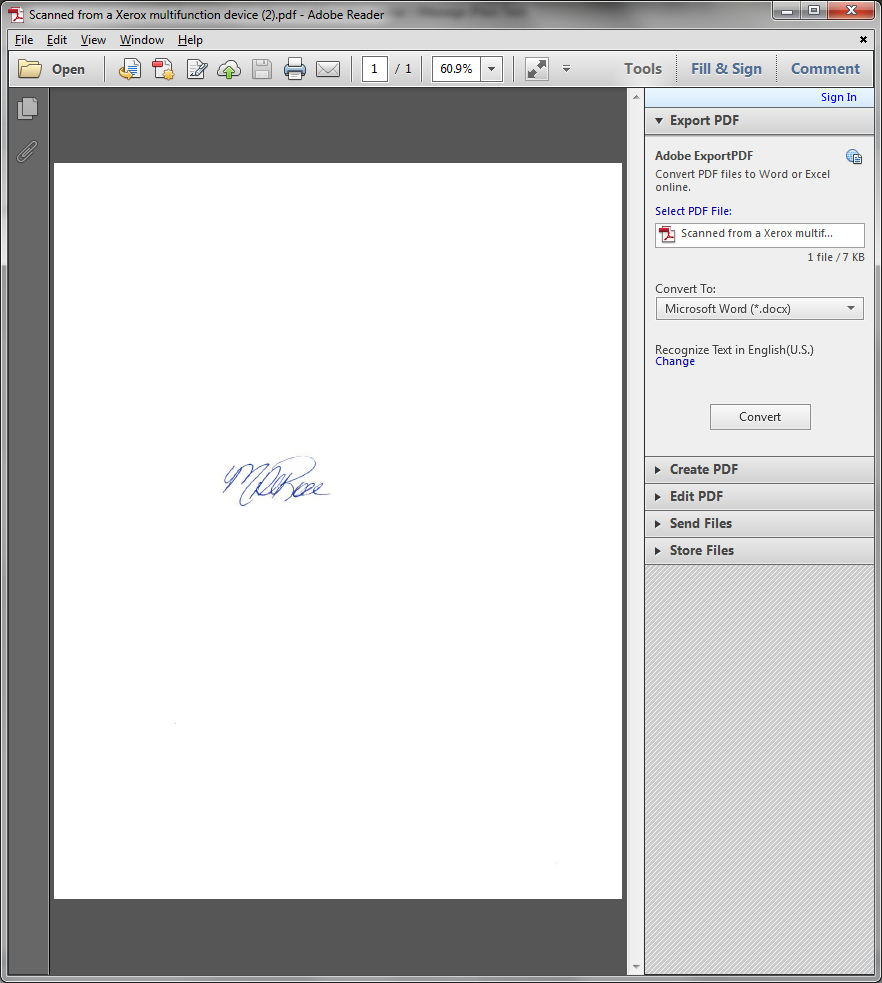
7.15 This Agreement may not be assigned by the **CONTRACTOR** without obtaining the prior written consent of the **COMPANY**, which consent may be withheld by the **COMPANY** in its sole and unfettered discretion.

7.16 Each paragraph of this Agreement is distinct and severable. If any paragraph of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that paragraph, in whole or in part, will not affect the legality, validity or enforceability of the remaining paragraphs of this Agreement, in whole or in part, or the legality, validity or enforceability of that paragraph, in whole or in part, in any other jurisdiction.

7.17 This Agreement may be executed and delivered by the parties in one or more counterparts, each of which when delivered in original form or by telecopy or other electronic means, shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

The parties have duly executed this Agreement as of the date first written above.

**CLOUGH ENERCORE LIMITED 12264633 CANADA INC.**



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Mona DeRose Kareem El Naggar

Manager, Human Resources Contractor Representative

**SCHEDULE “B”**

**CONFIDENTIALITY, CONFLICT OF INTEREST**

**AND OWNERSHIP OF INFORMATION AGREEMENT**

**THIS AGREEMENT IS MADE AS OF APRIL 12, 2021**

**BETWEEN:**

**CLOUGH ENERCORE LIMITED** (“Company”)

**– and –**

**12264633 CANADA INC.** (“Contractor”)

**WHEREAS** the parties hereto agree that it is in their mutual interest to enter into a business relationship;

**AND WHEREAS** the parties agree that to do so it is necessary and desirable for them to enter into this Confidentiality, Conflict of Interest and Ownership of Information Agreement.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration provided to the **CONTRACTOR**, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

* 1. The **CONTRACTOR** acknowledges it will acquire information which is confidential to the **COMPANY** and is its exclusive property. This information (the “Confidential Information”) includes but is not limited to the following:
  2. Trade secrets including but not limited to **COMPANY** technology;
  3. Lists of present and prospective customers and buying habits;
  4. Purchase requirements;
  5. Pricing and sales policies and concepts;
  6. Financial information;
  7. Business plans, forecasts and market strategies;
  8. Discoveries, inventions, research and development, formulas, applications and technology;
  9. List of present and prospective trades, contractors, sub-contractors and consultants;
  10. Knowledge of individual contractor’s skills, experience, expertise and competence;
  11. Knowledge of individual customer contact personnel and decision makers, their contact information, needs, habits and preferences.
  12. Any secret, trade secret, or engineering and technical know-how, process, computer software and related material owned, licensed or marketed by the **COMPANY** or its clients, marketing strategies, customer requirements, customer lists, contractor’s compensation, methods or doing business, financial affairs of the **COMPANY** and other business information belonging to the **COMPANY**;
  13. Such information as a director, officer, manager or senior contractor of the **COMPANY** may from time to time designate to the **CONTRACTOR** as being Confidential Information.

1.2 The **CONTRACTOR** acknowledges the Confidential Information could be used to the detriment of the **COMPANY** and disclosure could cause the **COMPANY** irreparable harm. Accordingly, the **CONTRACTOR** undertakes to treat all Information with the utmost confidentiality and not disclose it to any third party or to use it for any purpose during or after the **Contractor**’s engagement, except as may be necessary in the proper discharge of the **Contractor**’s duties, or with the prior written permission of the President of the **COMPANY**.

1.3 The **CONTRACTOR** shall promptly disclose in writing to the **COMPANY** all improvements, inventions, designs, ideas, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulas, processes, techniques, know-how, and data pertaining to the **COMPANY** technology (all collectively referred to as “Inventions”), made or conceived or reduced to practice or learned by the **CONTRACTOR**, whether or not patentable, either alone or jointly with others, as a result of, for the purpose of, or in connection with the performance of this Agreement or from the use of premises or equipment owned, leased or contracted for or by the **COMPANY**. The **CONTRACTOR** agrees that all such Inventions shall be the exclusive property of the **COMPANY** and the **COMPANY** shall be the sole owner of all patents copyrights and other rights in connection therewith. The **CONTRACTOR** waives any moral rights he may have by virtue of the *Copyright Act* (Canada) or similar law.

1.4 All notes, data, tapes, reference items, sketches, drawings, memoranda, records, diskettes, formula, processes and other materials which are repositories of any of the Confidential Information or Inventions relating to the **COMPANY**’s business which were produced by the **CONTRACTOR** pursuant to this Agreement or came into the **Contractor**’s possession through the **Contractor**’s engagement, (the “Materials”) belong exclusively to the **COMPANY**. The **CONTRACTOR** agrees to turn over to the **COMPANY** all copies of any Materials in the **CONTRACTOR**’s possession or under the **Contractor**’s control, forthwith, at the request of the **COMPANY** and in any event the **CONTRACTOR** agrees to turn over all copies of any Materials in the **Contractor**’s possession on the termination of the **Contractor**’s engagement with the **COMPANY** whether the **CONTRACTOR**’s engagement is terminated by the **CONTRACTOR** or the **COMPANY**, with or without cause.

**2.** **CONFLICT OF INTEREST**

2.1 The **CONTRACTOR** agrees that they will not directly or indirectly accept or offer gifts, bribes, goods, or services (“gifts”) that fall outside routine business practices where such gifts may influence or be perceived as an attempt to influence a customer, potential customer, supplier, potential supplier, regulator or government agency. Where the **CONTRACTOR** has any doubt as to whether a gift falls outside routine business practice they must seek advice and direction from a member of the **COMPANY**'s Executive team.

2.2 Without the prior written consent of the **COMPANY**, the **CONTRACTOR** will not compete in any way with or against the **COMPANY**, nor directly or indirectly be involved with or in; participate in; contribute financing to; be employed by or consult to; promote; provide services to; be a director, officer, shareholder, joint venturer or partner of or in; or otherwise be associated for financial gain, with any person or entity that competes with the **COMPANY** on a project during the term of this Agreement.

**3.** **INJUNCTIVE RELIEF**

3.1 The **CONTRACTOR** agrees that the **COMPANY** has a material interest in maintaining the confidentiality of its Confidential Information, Inventions and Materials and preserving the relationships it has developed with its customers, trades, contractors, sub-contractors, contractors and consultants against impairment by activities of a former contractor. Accordingly, the **CONTRACTOR** agrees the restrictions and covenants contained in paragraph (1) “Confidentiality and Ownership of Information”, and paragraph (2) “Conflict of Interest” are reasonably required for the protection of the **COMPANY**’s goodwill and by signing this Agreement, the **CONTRACTOR** agrees that the **COMPANY** is entitled to enforce such restrictions and covenants by means of temporary and permanent injunctive relief as well as other remedies which the Courts may consider appropriate.

**4.** **GENERAL**

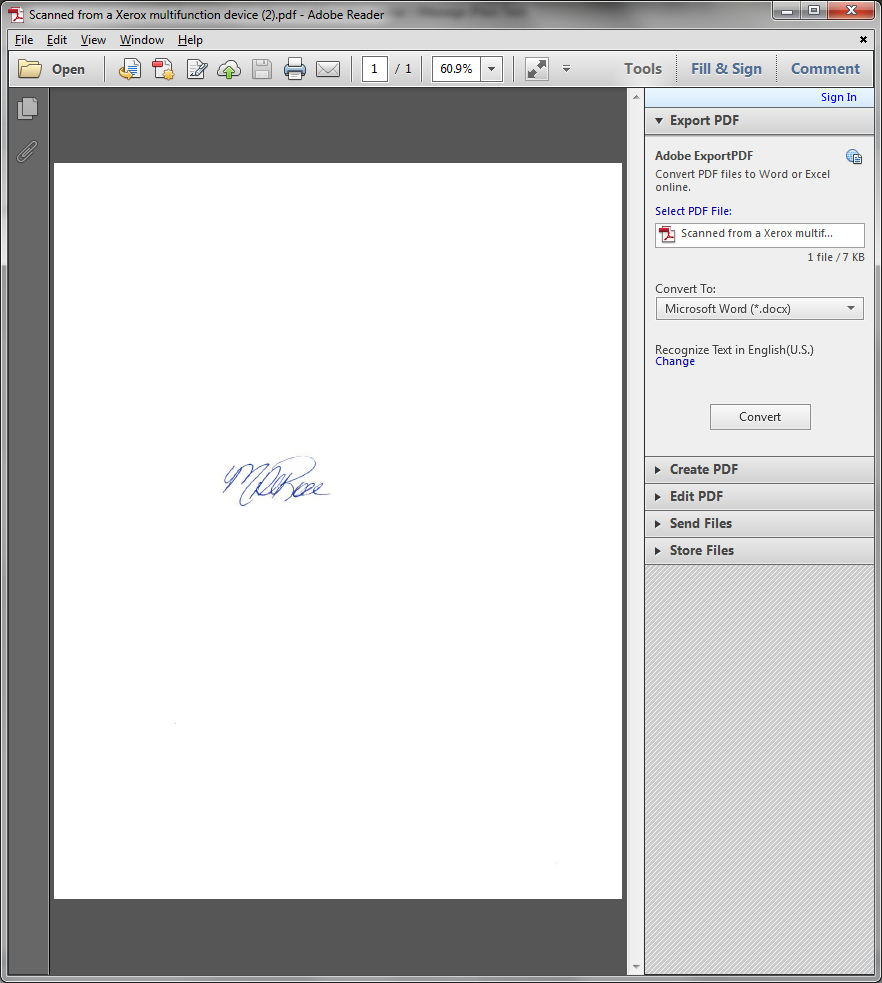
4.1 This Agreement shall be governed by the laws in force in the Province of Alberta. If any provision of this Agreement is wholly or partially unenforceable, for any reason, such unenforceable provision or part thereof, shall be deemed to be omitted from this agreement without in any way invalidating or impairing the enforcement of any of the other provisions of this agreement.

4.2 The rights, duties and obligations under this Agreement shall survive the termination of the **Contractor**’s term of service to the **COMPANY** and shall enure to the benefit of and be binding upon the **Contractor**’s heirs and personal representatives as well as the successors and assigns of the **COMPANY**.

4.3 The **CONTRACTOR** has read and understood this Agreement and acknowledges having received an opportunity to obtain independent legal advice prior to signing this Agreement.

4.4 The **CONTRACTOR** acknowledges having received a fully executed copy of this Agreement.

The parties have duly executed this Agreement this 11th day of January, 2021.

**CLOUGH ENERCORE LIMITED 12264633 CANADA INC.**

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Mona DeRose Kareem El Naggar

Manager, Human Resources Contractor Representative

**SCHEDULE “C”**

**MINIMUM REQUIREMENTS FOR CONTRACTORS WORKING ON**

**CLOUGH ENERCORE LIMITED PROPERTY**

**Scope:**

This policy applies to all the **COMPANY** offices and to all **CONTRACTOR**s and sub-contractors working on the premises. Attendance at the **COMPANY**'s one hour safety orientation is MANDATORY and NON-BILLABLE.

**Purpose:**

This policy provides information and direction regarding the responsibilities of **CONTRACTOR**s and sub- **CONTRACTOR**s under the Occupational Health and Safety Act of Alberta and sets out responsibilities of the **COMPANY** with respect to **CONTRACTOR**s and sub-contractors working on the **COMPANY** premises. As an employer, the **COMPANY** is committed to providing a healthy and safe environment for all employees, **CONTRACTOR**s and sub-contractors.

* **CONTRACTOR**s who perform work on the **COMPANY** premises must comply with the **COMPANY**'s health and safety rules and policies.
* All **CONTRACTOR**s must attend and sign off on the **COMPANY**'s one hour safety orientation.
* **CONTRACTOR**s or sub-contractors working on the **COMPANY** premises must take all necessary steps to protect their employees, the **COMPANY** employees, visitors, the general public and the **COMPANY** property from any harm during the course of the contract
* **CONTRACTOR**s and sub-contractors must ensure that they and their employees have been trained at their own expense for the work they will be doing during the contract. The **COMPANY** shall be provided with documentation of valid training certificates. This includes but is not limited to:
  + H2S Alive
  + Construction Safety Training (CSTS)
  + WHMIS
  + First Aid
* When applicable the **CONTRACTOR** must provide Personal Protective Equipment (PPE) at their own expense following client requirements.
* The **CONTRACTOR** or sub-contractor must immediately provide notification of any injury or near miss on the premises.

**SCHEDULE “D”**

**SCOPE OF SERVICES AND INDIVIDUAL(S) PERFORMING SERVICES**

**Services**

**Individual(s) Performing Services**

Kareem El Naggar