

DEFINITIONS: (a) "EQUUS" means EQUUS REA Ltd., (b) "Supplier" means the party providing the materials, finished goods and services to EQUUS, (c) "Order" means this Purchase Order between EQUUS and the Supplier, (d) "Goods" means the supplies, equipment, materials, goods (tangible and intangible) and/or services supplied by the Supplier and described and referenced in this Order.

PRICE: Unless otherwise specified, the price on this Order represents the complete cost to EQUUS as at the time of delivery specified herein and includes all licensing fees, Government and Municipal taxes, levies, charges of every description and charges for delivering and transporting the Goods to EQUUS.

CHANGES TO ORDER: EQUUS reserves the right at any time to make changes to any Goods covered by this Order. In the event that any additional costs or savings result from such changes, the Supplier shall notify EQUUS thereof in writing and obtain written approval from EQUUS before proceeding with this Order.

PAYMENT TERMS: EQUUS will pay invoices to the Supplier in full within 30 days of receipt of the invoice.

DELIVERY: Time is of the essence in the performance by the Supplier of its obligations hereunder, and the Supplier shall deliver the Goods to EQUUS in accordance with the delivery terms and to the address set out in this Order on or before the promised delivery date specified in this Order. Unless otherwise specified on the covering page of this Order, all Orders are deemed "Freight on Board Destination" and liability for loss or damage in transit shall be solely at the Supplier's expense.

TITLE: Subject to EQUUS' right to reject any and all Goods which fail to comply with the terms and conditions of this Order as set out, title, ownership and risk of loss or damage passes to EQUUS upon delivery of the Goods.

INSPECTION AND/OR REJECTION OF GOODS: EQUUS may reject, by notice to the Supplier, any portion of Goods not conforming to the requirements of this Order or which are damaged in transit. Rejected Goods will be returned to the Supplier at the Supplier's sole cost and expense. If inspection discloses that any portion of the Goods do not conform to the requirements of the Purchase Order, EQUUS may without liability and without limiting any other rights of EQUUS, cancel any undelivered Goods.

WARRANTIES: The Supplier warrants that: (a) all Goods delivered hereunder, including services, will be free from defects in material and workmanship and will conform to applicable specifications, schematics, drawings, (b) all goods, materials, and services supplied are free and clear of all liens, claims or encumbrances of any kind; and (c) to the extent permitted by the manufacturer or original supplier of the Goods, the Supplier shall take all necessary steps to assign all existing warranties relating to the Goods at the time of delivery to EQUUS, or at such a time when title to the Goods has passed to EQUUS.

INDEMNIFICATION: The Supplier hereby indemnifies EQUUS from and against all losses, liabilities, costs, damages, and expenses (including reasonable legal fees and disbursements) incurred by EQUUS in connection with this Order as a result of any claim, action, suit or proceeding based on a claim of injury to the person or property of any third party caused by the Supplier, its officers, employees, agents, contractors, licensees or invitees.

COMPLIANCE WITH LAWS: By acceptance of this Order, the Supplier represents that it has and will continue during the performance of this Order to comply with provisions of all federal, provincial and municipal laws and regulations from which liability may accrue to EQUUS from any violation thereof.

GOVERNING LAW: This Order shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable herein.

FORCE MAJEURE: EQUUS reserves the right, at its option, either to suspend or cancel shipment or provision of Goods covered by this Order, in whole or in part, at any time, without incurring any costs or damages whatsoever, where such suspension or cancellation is caused by force majeure, including, but not limited to, acts of God, acts of war, strikes or other labour disputes, fires, floods, freight embargoes, unusually severe weather or other contingencies beyond the control of EQUUS or the Supplier, or both.

TAX: It is the responsibility of the Supplier to register and collect all applicable taxes, including Goods and Services Taxes (GST) on any Orders exceeding \$30,000.00.

TERMINATION: If the Supplier is in breach of any term or condition of this Order, EQUUS reserves the right to cancel the whole Order or a portion of this Order as EQUUS deems fit. The Supplier shall not be entitled to reimbursement for any costs incurred as a result of a breach of this Order and EQUUS shall have the right to all remedies available at law or equity, including the right to substitute alternative Goods elsewhere and charge the Supplier with any additional costs or expenses.

ASSIGNMENT: Neither EQUUS nor the Supplier shall assign this Order or a portion thereof without the written consent of the other, which shall not be unreasonably withheld.

SUBCONTRACTORS: The Supplier may not subcontract any obligation, rights, benefits or responsibilities of this Order unless the Supplier obtains EQUUS' prior written consent.

INSURANCE: Without limiting its obligations or liabilities associated with this Order, the Supplier shall at its sole cost and expense, obtain and continuously carry the following:

- a) Workers Compensation Coverage for the Supplier and its employees, agents, subcontractors, or any third-party performing services on behalf of the Supplier;
- b) Commercial General Liability Insurance for a combined single limit of not less than \$2,000,000 for each occurrence or incident;
- c) Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles, with a combined limit of liability for death, bodily injury and property damage of not less than \$1,000,000 per occurrence; and
- d) Professional Liability Insurance (errors and omissions) with a minimum combined single limit of liability of \$2,000,000 per occurrence in connection with the Goods or services.

EXPENSES: The Supplier and any subcontractors approved by EQUUS that are used by the Supplier in the performance of this Order shall be wholly responsible for expenses incurred in the performance of this Order unless any specific term of this Order explicitly provides for reimbursement of expenses. Where the specific term of this Order explicitly provides for reimbursement of expenses, EQUUS will reimburse only: 1) the expenses explicitly listed in the specific term of this Order, and 2) expenses that are reasonable, necessary and actually incurred in the performance of this Order.

WAIVERS: A waiver by EQUUS of any provision or breach by the Supplier of this Order shall be effective only if it is in writing and signed by a duly authorized representative of EQUUS. EQUUS may at any time insist upon strict compliance with this Order regardless of past conduct or practice with this or any other supplier or contractor.

DISPUTE RESOLUTION: EQUUS and the Supplier hereby mutually agree to use their best efforts to seek an amicable solution to any controversy or dispute regarding the subject matter hereof. Any unresolved controversy, claim or dispute arising out of this Order shall be, at EQUUS's sole discretion, referred to mediation within 30 days of the first notice of dispute. Any disputes requiring intervention of the Courts shall be filed and heard in the Courts of the Province of Alberta, notwithstanding any Supplier terms to the contrary.

EXECUTION: This Order may be executed in several counterparts, by facsimile or electronic signatures or both, and the counterparts will each be deemed good and sufficient and each of which when executed will be deemed to be an original, will have the same force and effect as an original, and the counterparts together will constitute one and the same instrument.

WORDS: Words importing the singular shall include the plural and vice versa, words importing the neuter gender shall include the masculine and feminine, and words importing persons shall include bodies corporate.

PRIORITIZATION OF AGREEMENTS: In the event of a conflict between the terms and conditions of this Order and the terms and conditions of any prior, existing agreement between EQUUS and the Supplier, the terms of that agreement shall prevail. Further, the terms and conditions of this Order shall take precedence over any terms and conditions given by the Supplier.

NOTICES: All notices and other communications required by this Order must be in writing and, unless otherwise specified, must be delivered to the individual named in the Order request or on the preceding page of this Order with a written confirmation of receipt by EQUUS.

CONFIDENTIALITY: For the purposes of this Order, "Confidential Information" means all technical, intellectual property, corporate, financial, economic, legal or other information or knowledge concerning EQUUS or specifically concerning the Goods, whether disclosed orally or in written materials, computer programs, data, photographs, schematics, drawings or otherwise unless lawfully disclosed, shall be and remain the sole property of EQUUS. The Supplier shall maintain the Confidential Information in confidence and shall not disclose or cause to be disclosed any Confidential Information to employees of the Supplier, except to the extent necessary for the performance of its obligations under this Order or to any third parties, except with the prior written consent of EQUUS. The Supplier agrees that it shall inform its employees of the confidential nature of all of the Confidential Information and shall ensure that such employees maintain the confidentiality of such Confidential Information in accordance with the terms of this Order. Any Confidential Information forming part of a non-disclosure agreement between EQUUS and the Supplier shall also prevail over the terms and conditions of this Order.

SAFETY: All Goods and services are subject to EQUUS' Safety Standards. All Suppliers must familiarize themselves with EQUUS' Safety Standards prior to delivering the Goods.