

***THIS IS NOT AN INVOICE***

**SCHEDULE A**  
**CLEANTEK INDUSTRIES INC. STANDARD TERMS AND CONDITIONS**

**APPLICATION:** The provisions of this Schedule A apply in all cases to the Equipment and the CLEANTEK Technology provided by CLEANTEK to Customer unless there is a Master Service Rental Agreement (MSA) with the customer, in which case, the terms and conditions of the MSA will take precedence. Customer accepts all the terms and conditions of this Agreement and this Agreement may not be varied or terminated other than as expressly provided herein. In the event of any conflict between this Schedule A and the Rental Agreement or any other schedule or documentation between the parties, the provisions of this Schedule A shall prevail.

**1. INTELLECTUAL PROPERTY RIGHTS AND LICENSES**

- a) Customer acknowledges and agrees that the Equipment, the CLEANTEK Technology, the Documentation and any services provided by CLEANTEK are and shall remain the exclusive property of CLEANTEK, and are protected by Intellectual Property Rights of CLEANTEK, including copyright, trade secret and patent rights, and by international treaties. CLEANTEK expressly reserves all rights, titles and interests not granted and/or waived in this Agreement. The CLEANTEK Technology and the Documentation are licensed by CLEANTEK and not sold. The Equipment is rented by CLEANTEK, not sold. Customer receives no proprietary right, title or interest, including any Intellectual Property Right, in or to the CLEANTEK Technology, the Equipment, or any services provided to Customer by CLEANTEK.
- b) CLEANTEK grants to Customer a limited non-exclusive license, subject always to the terms and conditions of this Agreement, permitting Customer to use the CLEANTEK Technology to the extent required to use the Equipment as permitted by this Agreement. Use by Customer of the CLEANTEK Technology for any other purpose or application is prohibited. Customer will not inspect, review, copy, modify or view any interior components of the Equipment or the CLEANTEK Technology, or disassemble, take apart, open or reverse engineer the Equipment or the CLEANTEK Technology, and will not attempt any of the foregoing, and will not permit any other person or entity to do or attempt any of the foregoing. Customer will not service, repair or maintain, or attempt to service, repair or maintain, the Equipment. All service, repairs or maintenance of the Equipment may only be carried out by CLEANTEK and by no other party. Customer acknowledges and agrees that any breach of the foregoing by Customer or its servants, employees, agents or contractors, or any other person Customer permits to access the Equipment, would cause significant and irreparable harm, damages and loss to CLEANTEK and Customer will fully indemnify and save harmless CLEANTEK from any and all such harm, damages and loss of any kind, including indirect damages and economic loss.
- c) Customer acknowledges that in most applications, the CLEANTEK Technology reduces the carbon footprint of the Customer. Customer authorizes CLEANTEK to evaluate the net emission reduction created by use of the CLEANTEK technology and make submissions to the appropriate registries for any applicable credits, carbon or otherwise, with the credits split evenly between CLEANTEK and Customer.
- d) Customer hereby irrevocably grants to CLEANTEK a right of entry into any premises or land owned or occupied by Customer in order to permit CLEANTEK to retake possession of Equipment upon termination or expiry (howsoever caused) of this Agreement or to retake possession of Equipment on any occasion in which CLEANTEK has reasonable grounds to believe Customer has breached, or is about to breach, Customer's obligations under the foregoing Section 1(b). CLEANTEK shall have no liability to Customer for any damage occasioned by CLEANTEK exercising its rights of entry pursuant to the foregoing.

**2. SERVICES AND EQUIPMENT RENTAL**

- a) This Agreement applies to any and all work commenced or services provided by CLEANTEK after the date of this Agreement or otherwise agreed between the Parties to be subject to this Agreement.
- b) CLEANTEK is obligated only to provide services or rental of the Equipment which is specified in written documentation executed by both Parties.
- c) Each time written documentation is executed by both Parties, it shall be deemed to be incorporated into and form part of this Agreement.
- d) Immediately upon termination of this Agreement (in whole or in part as provided herein), Customer will, at its expense, permit CLEANTEK to retake possession of the Equipment, and the Equipment shall be in good condition and not subject to any damage or waste, other than normal wear and tear. Customer will pay to CLEANTEK any amounts expended by CLEANTEK to bring the Equipment into such condition, subject to the warranty obligations of CLEANTEK hereunder.
- e) In addition to any other damages occasioned by Customer's breach of this Agreement with respect to the Equipment, Customer will pay to CLEANTEK all damages and other costs incurred by CLEANTEK in repairing the Equipment from any damage or alteration occasioned by Customer's breach of this Agreement.
- f) Customer agrees to assume all risks of loss, damage, theft or destruction of the Equipment while in its possession and agrees that, subject to any and all restrictions herein and only to the extent permitted under this Agreement, the Equipment will be operated only by competent and qualified personnel of Customer. No loss, theft, damage or destruction of the Equipment shall relieve Customer of the obligation to pay the applicable fees for rental of the Equipment or any other obligation under this Agreement.
- g) Customer will immediately notify CLEANTEK by telephone or other instantaneous means of electronic communication, and immediately thereafter in writing, of any loss, damage, theft or destruction of the Equipment, or any tampering with the Equipment or unauthorized use of the Equipment by any person or entity, including employees, contractors or agents of Customer.

**3. USE AND OPERATION OF EQUIPMENT**

The lessee shall at its own expense:

- (a) comply with and conform to all applicable laws, ordinances and regulations and comply with all necessary permits and licenses relating to the equipment
- (b) use the equipment in a careful and prudent manner and in accordance with all applicable laws and not for any unlawful purpose
- (c) ensure that the equipment is operated only by competent and properly trained personnel
- (d) has all licenses, permits, and approvals required by law to operate the equipment
- (e) pay all fines and other costs associated with traffic and parking violations during the rental period
- (f) not alter, deface, erase, or remove any identifying marks, plate, numbers, etc. on the equipment

**4. FEES AND PAYMENT**

- a) Customer shall pay to CLEANTEK the fees and charges specified in this Agreement or other applicable documentation executed by the Parties for rental of the Equipment or provision of services by CLEANTEK.
- b) CLEANTEK may issue invoices to Customer as specified in this Agreement or other applicable documentation between the Parties.
- c) All invoices issued by CLEANTEK are payable by Customer within 30 days upon receipt. Customer will pay to CLEANTEK interest at the rate of twelve per cent (12%) per annum on all amounts due more than thirty (30) days, both before and after judgment, together with any and all costs of collection, including legal costs on a solicitor client basis.
- d) CLEANTEK may alter its fee schedule upon 30 days' notice to the Customer.
- e) Unless otherwise agreed in writing by CLEANTEK, Customer will pay all reasonable disbursements of CLEANTEK for expenses incurred by it in the course of its performance of services or delivery, set- up, maintenance, servicing, removal and cleaning of Equipment.

**5. WARRANTIES AND REPRESENTATIONS**

- a) CLEANTEK warrants and represents to Customer that it has full corporate and legal capacity to enter into this Agreement, and that CLEANTEK entering into this Agreement will not cause CLEANTEK to be in default under any agreement or in breach of any legal duty.
- b) Customer warrants and represents to CLEANTEK that it has full corporate and legal capacity to enter into this Agreement, and that Customer entering into this Agreement will not cause Customer to be in default under any agreement or in breach of any legal duty.

**6. CONFIDENTIALITY**

- a) In this Agreement, "**Confidential Information**" means and shall include: (i) the CLEANTEK Technology; (ii) CLEANTEK Documentation; (iii) any information that may be derived from inspecting or viewing the interior components of the Equipment, or from reverse engineering, disassembling or taking apart the Equipment (which in all cases will be illegal and a fundamental breach of this Agreement); and (iv) any materials, documentation or information marked as "Confidential", "Proprietary" or with words of similar meaning or import.
- b) Customer and its directors, officers, employees, agents, consultants, representatives and any other entity to which Customer reveals Confidential Information (collectively, "**Representatives**") agree to abide by the terms and conditions of this Agreement which include without limitation the agreement to:
  - (i) treat as confidential and preserve the confidentiality of all Confidential Information disclosed to Customer by CLEANTEK;
  - (ii) not use the Confidential Information for any purpose other than as allowed in this Agreement;
  - (iii) make no disclosure directly or indirectly of any Confidential Information to any third party without the prior written consent of CLEANTEK except to those Representatives of Customer who need to know the Confidential Information for the purpose of the Customer carrying out its rights and obligations pursuant to this Agreement, it being understood that such Representatives will in all cases be advised by Customer of the confidential nature of such information, that by receiving such information such Representatives will be bound by this Agreement, that Customer will disclose Confidential Information to its Representatives on a limited basis and only to the extent that disclosure is reasonable and required in order to permit Customer to exercise its rights under this Agreement, and that Customer will be liable for and fully indemnify CLEANTEK for any breach of this Agreement by such Representatives; and
  - (iv) ensure that any third party which may be given access to Confidential Information by Customer executes a non-disclosure agreement which provides for protection of CLEANTEK and is in a form substantially the same as provided in this Agreement.
- c) In the event that Customer is required by law or by judicial or administrative process to disclose Confidential Information, Customer shall promptly notify CLEANTEK, and CLEANTEK may take available steps to oppose such law or process.
- d) The confidentiality obligations herein shall not apply to the extent that any of the Confidential Information is:
  - (i) lawfully known to Customer prior to its disclosure by CLEANTEK, and such knowledge is not a direct or indirect result of a breach of any obligation to CLEANTEK by any third party;
  - (ii) now is or later becomes in the public domain other than as a result of a breach by Customer or any of its Representatives of their obligations hereunder (provided that "in the public domain" means readily available to members of the public without any special training or any requirement to assemble information from multiple sources);
  - (iii) received subsequently by Customer from a third party which has the lawful right to disclose same to Customer; or,
  - (iv) independently developed by the Customer without reference to the Confidential Information, as evidenced by Customer's records.
- e) Subject to the provisions of this Agreement, upon being requested to do so, Customer and its Representatives will promptly deliver to CLEANTEK all Confidential Information and all copies thereof including without limitation all memoranda, notebooks, records, and other documents which they may have generated or may have obtained from CLEANTEK whether such Confidential Information is in written, electronic or any other form.
- f) Both parties acknowledge that a breach of this Section 5 will cause CLEANTEK irreparable harm from which no adequate remedy exists at law, and for which damages will not be an adequate remedy, and that upon any such breach or threatened breach CLEANTEK shall be entitled to injunctive relief without prejudice to any other right in law or equity and without the necessity of prior demand or proof of damage.

## **7. DISCLAIMERS, LIMITATION OF DAMAGES AND LIABILITY**

- a) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CLEANTEK DOES NOT WARRANT THAT THE OPERATION OF THE EQUIPMENT OR THE CLEANTEK TECHNOLOGY WILL BE UNINTERRUPTED OR ERROR FREE. THERE ARE NO OTHER REPRESENTATIONS, WARRANTIES, TERMS, CONDITIONS, GUARANTEES, OR COVENANTS, EXPRESS, IMPLIED OR STATUTORY, OR ARISING FROM A COURSE OF DEALING, CUSTOM OR TRADE, OR OTHERWISE, GIVEN BY CLEANTEK OR AFFECTING ANYTHING TO BE DELIVERED BY CLEANTEK UNDER THIS AGREEMENT.
- b) WITHOUT DEROGATING FROM ANY OTHER LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT, CUSTOMER AGREES THAT THE AGGREGATE OF ALL LIABILITY ON THE PART OF CLEANTEK FOR DAMAGES FOR BREACH OF ANY WARRANTY OR CONDITION CONTAINED IN THIS AGREEMENT OR OF ANY OTHER TERM, CONDITION OR PROVISION OF THIS AGREEMENT OR OF ANY AGREEMENT CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER BREACH GIVING RISE TO LIABILITY, INCLUDING A BREACH OF A CONDITION OR FUNDAMENTAL TERM, OR FUNDAMENTAL BREACH OR BREACHES, OR IN ANY OTHER WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED BY THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION (INCLUDING BREACH OF CONTRACT, STRICT LIABILITY, TORT INCLUDING NEGLIGENCE, BREACH OF ANY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED TO CUSTOMER'S ACTUAL DIRECT PROVABLE DAMAGES IN AN AMOUNT NOT TO EXCEED FIFTY (50%) PER CENT OF THE FEES PAID BY CUSTOMER TO CLEANTEK IN CONSIDERATION OF THE RENTAL OF THE EQUIPMENT FOR THE PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, WHERE THE EQUIPMENT HAS BEEN RENTED FOR A LESSER PERIOD, FOR SUCH LESSER PERIOD.
- c) CUSTOMER AGREES THAT, EVEN IF CLEANTEK HAS BEEN ADVISED BY CUSTOMER OF THE POSSIBILITY OF SUCH DAMAGES, OR SUCH DAMAGES ARE REASONABLY FORESEEABLE, IN NO EVENT WILL CLEANTEK BE LIABLE TO CUSTOMER FOR PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST BUSINESS REVENUE, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR REVENUE, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY, ECONOMIC LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PARTY.
- d) CUSTOMER AGREES THAT IN NO EVENT WILL THE DIRECTORS, OFFICERS, SERVANTS, AGENTS, EMPLOYEES, OR SHAREHOLDERS OF CLEANTEK BE LIABLE TO CUSTOMER FOR ANY DAMAGES.
- e) THE DISCLAIMERS AND LIMITATIONS HEREIN PROVIDED SHALL ENURE TO THE BENEFIT OF CLEANTEK AND ITS SERVANTS, AGENTS, EMPLOYEES, SUB-CONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES. THESE LIMITATIONS APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- f) CUSTOMER AGREES AND ACKNOWLEDGES THAT THE FOREGOING DISCLAIMERS AND LIMITATIONS ARE VALID AND REASONABLE, ARE REFLECTED IN THE PRICING FOR THE FEES CHARGED BY CLEANTEK UNDER THIS AGREEMENT, ARE KNOWN TO CUSTOMER AND ARE ACCEPTED BY CUSTOMER.

## **8. PRODUCT LIABILITY**

The consideration paid or to be paid to CLEANTEK by Customer for the rental of Equipment, license grant regarding the CLEANTEK Technology and any services to be provided by CLEANTEK under this Agreement does not include any consideration for CLEANTEK to accept any risks of loss, personal injury, death, property damage, loss of profits or harm of any sort suffered and claimed by a third party as a result of product quality, services quality, defects, inadequacies, accessibility, usability or suitability of the Equipment, the CLEANTEK Technology or any services under this Agreement and if any such risks were to be assumed by CLEANTEK, CLEANTEK would not have entered into this Agreement without charging substantially higher fees. Customer shall therefore indemnify and hold CLEANTEK harmless from any such claim or liability.

## **9. TERM AND TERMINATION**

- a) The term of this Agreement shall continue in force as long as Equipment is rented to Customer or the Parties contemplate further rentals, or until termination pursuant to the provisions of this Section 8.
- b) Either Party may terminate this Agreement at any time in its entirety, thereby terminating any rental of Equipment or license to use the CLEANTEK Technology in the course of using the Equipment, provided that in either case any such termination shall not affect Customer's obligation to pay all fees and charges to CLEANTEK due or accruing due as of the effective date of such termination.
- c) This Agreement may be terminated immediately and without notice by CLEANTEK.
- d) Termination by CLEANTEK pursuant to any of the foregoing shall terminate all permissions and licenses granted pursuant to this Agreement, including any license to the CLEANTEK Technology, or Documentation, or any services provided or to be provided by CLEANTEK, or any result thereof, and further shall terminate all obligations of CLEANTEK to provide the Equipment, or any other products or services.

## **10. INSURANCE**

Customer, at its own cost, shall maintain the following minimum amounts of insurance and shall, unless the following is waived by CLEANTEK in writing, immediately upon execution of this Agreement furnish CLEANTEK with certificates of such insurance: Comprehensive General Liability Insurance for Two Million Dollars (\$2,000,000) inclusive Bodily Injury and Property Damage. Customer shall, in any event, be responsible for all losses caused by direct physical damage to the unit/units however caused

including fire, theft, collision, upset, vandalism, acts of God but not limited to lightning, windstorm, hail, explosion, rising water, floods, earthquakes, mudslides, landslides, earth movement, hurricanes, and tornados. In addition to, and not in substitution of, any other obligations of Customer under this Agreement, Customer shall indemnify and hold CLEANTEK harmless from and against any Claims for death or injury to persons or loss of or damage to property in excess of the limits of the liability insurance provided for in this Section 9, or should such insurance coverage be denied for any reason whatsoever, arising out of or caused by the use, operation or possession of the Equipment or for any other cause whatsoever. Customer shall promptly notify CLEANTEK of any claim, demand, action or cause of action for death, personal injury or property damage arising from the ownership, maintenance, use, operation or possession of the Equipment and shall forward to CLEANTEK a copy of every demand, notice, summons, statement of claim, writ, document, process or other paper received in connection therewith and shall furnish to CLEANTEK, within twenty-four (24) hours, a report of any accident involving the Equipment on the form furnished by the insurer thereof. The Lessee shall cause its agents, servants and employees to comply with this paragraph.

#### **11. PUBLICITY 12. ASSIGNMENT AND SUBLICENSE**

- a) CLEANTEK may indicate in its promotional material that Customer is a customer of CLEANTEK.
- b) Customer may not assign its rights under this Agreement, in whole or in part. Customer shall have no right to grant a sublicense to the Equipment or the CLEANTEK Technology.

#### **13. GENERAL MATTERS**

- a) Should litigation by CLEANTEK be necessary to enforce any provision of this Agreement, CLEANTEK shall be entitled to recover from Customer all costs, including legal fees and disbursements on a solicitor/client basis, together with costs of investigation and costs of settlement.
- b) No waiver of any right or of breach of any provision of this Agreement by either Party shall constitute a waiver of any other right or breach of any other provision, nor shall it be deemed to be a general waiver of such provision by such Party or to sanction any subsequent breach thereof by the other Party.
- c) Should any part of this Agreement for any reason be declared invalid, such invalid portion shall be severed from the balance of this Agreement and such declaration of invalidity shall not affect the validity of any remaining portions, which remaining portions shall remain in full force and effect as if this Agreement had been executed with the invalid part thereof eliminated.
- d) The headings inserted in this Agreement are for purposes of reference only and are not contractual. Any reference to the singular shall include the plural, and any reference to the feminine, masculine or neuter shall be deemed to be references to the other genders.
- e) This Agreement is the complete and exclusive statement of the Agreement between the Parties, and supersedes all other proposals or prior agreements, oral or written, and all other communications or correspondence between the Parties relating to the subject matter of this Agreement and there are no warranties, representations, conditions, guarantees or agreements between CLEANTEK and Customer in connection with the subject matter of this Agreement except as specifically stated herein.
- f) This Agreement shall be deemed to be the product of negotiation between the Parties and shall not be construed as having been drafted by either Party.
- g) Clauses 5 and 6 will survive the termination or expiry of this Agreement, howsoever caused.