



AKA INDEPENDENT CONTRACTOR TERMS & CONDITIONS

In these terms and conditions, the following definitions shall apply:

"Agreement" means the agreement between AKA and the Contractor with respect to the provision of Services composed of the Purchase Order, the Contract Offer and these terms and conditions;

"AKA" means Aspin Kemp & Associates Inc.;

"Contract Offer" shall mean the contract offer issued by AKA to the Contractor pursuant to the Purchase Order identifying the specific Services, the location where such are to be provided and the times within which the Services are to be provided;

"Contractor" means the party identified in a Purchase Order or Contract Offer as the Vendor, being the party responsible for providing the Services either directly or by means of having a designated individual or individuals provide the Services on that party's behalf;

"Purchase Order" means the document issued by AKA to the Contractor identified as a purchase order and specifying the rates that the Contractor is authorized to charge to AKA when providing Services; and

"Services" means the duties, services and tasks to be performed, provided and completed by the Contractor for AKA as specified in the Purchase Order or Contract Offer together with any additional tasks reasonably assigned to Contractor by the project manager assigned by AKA, or his or her designates (collectively "AKA Management") that are consistent therewith.

IN CONSIDERATION of compliance with their respective commitments identified in the Purchase Order and the Contract Offer and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AKA and Contractor agree as follows:

1. SERVICES

Contractor shall perform the Services and shall comply with these terms and conditions.

Contractor agrees that Contractor shall be subject to and shall agree to be bound by AKA's policies and/or the policies of any client or customer of AKA regarding safety, security, and drug and alcohol testing at any time when Contractor performs the Services, provided said policies are not in violation of applicable statutes, laws, rules or regulations.

The Services performed by Contractor shall be as an independent contractor and not as an employee of AKA, its subsidiaries, parent, affiliates or assigns.

This Agreement does not create nor constitute a partnership, agency, joint venture, or employment relationship between Contractor and AKA. Neither Contractor nor any of Contractor's employees, subcontractors or agents, shall be considered or deemed agents or employees of AKA for any purpose, including without limitation, for applicable workers' compensation and income tax legislation, nor shall they share in the benefits provided, or required to be provided, by AKA to its employees. Neither Contractor nor any of Contractor's employees, subcontractors or agents shall have the right to bind AKA or its affiliates by contract or otherwise or represent themselves as being employees or officers of AKA its subsidiaries, parent, affiliates or assigns.



Contractor shall provide all Services in a safe, professional and diligent manner in accordance with the policies and rules of AKA, including all policies and rules to which AKA is bound in relation to the provision of the Services, as amended from time to time, and all applicable laws, regulations and codes applicable to the undertaking of such Services in the place in which the Services are provided.

Contractor shall supply its own required equipment and tools, including but not limited to all personal protective equipment, for the provision of the Services. However, AKA may in its sole discretion supply or loan certain equipment and tools to Contractor and all such supplied or loaned equipment and tools shall be returned to AKA in good condition when requested and immediately upon termination of the Agreement. Contractor shall maintain all Contractor's equipment and tools in a first class condition for their respective purpose, free from defects and certified, if required, at all times when providing the Services.

2. TERM AND INCORPORATION INTO PURCHASE ORDER/CONTRACT OFFER

This Agreement shall be effective as of the first date of the Purchase Order (or other start date as mutually agreed in writing) and shall continue until the last date of the Purchase Order unless earlier terminated as provided herein or until superseded by a new agreement between the parties (the "Term").

This Agreement shall apply and be incorporated in any Purchase Order or Contract Offer issued by AKA to Contractor. Where there is any conflict between the terms and conditions of the Purchase Order, the Contract Offer and this Agreement, the order of priority shall be this Agreement, then the Contract Offer, then the Purchase Order.

Nothing in this Agreement shall obligate AKA to engage Contractor for the Services nor shall Contractor be obligated to accept any Purchase Order or Contract Offer issued pursuant to the Purchase Order by AKA. If AKA desires to have Contractor perform the Services, AKA shall issue a Purchase Order specifying the Fees, as defined in Section 4, and/or Services to be provided by Contractor and a Contract Offer specifying the specific project to which Contractor shall be assigned. Contractor's performance under any Purchase Order, or any part thereof, will constitute acceptance by Contractor of all terms and conditions of this Agreement and the Purchase Order without reservation.

3. AVAILABILITY

Contractor shall provide the Services at the times as set out in, and in accordance with, the Contract Offer and the Purchase Order.

During the Term, Contractor shall inform AKA Management of Contractor's proposed unavailability dates at least thirty (30) days in advance. Timing on Contractor's proposed unavailability dates shall be mutually agreed between Contractor and AKA Management so as to avoid conflicts with critical business priorities.

4. FEES, PAYMENTS AND TRAVEL ARRANGEMENTS

AKA shall pay Contractor the rates provided in the Purchase Order (the "Fees"), and in accordance with the Section 9 Submitting Invoices/Expenses.

AKA shall reimburse Contractor only for those expenses listed in Schedule "A". No other expenses shall be reimbursed to Contractor. Expense claims shall be submitted to AKA for payment in accordance with Section 9 Submitting Invoices/Expenses.

Contractor is responsible, unless otherwise provided in writing by AKA, for making all arrangements in relation to Contractor's transportation, travel and accommodation to perform the Services, including but not limited to arranging for travel visas and other authorizations, transportation or shipping of all tools and equipment, immunizations, and certificates of health.



5. INSURANCE/TAXES

The Fees shall be inclusive of all income taxes, taxes on profits, Employment Insurance, Canada Pension Plan remittances, vacation pay, statutory holiday pay, workers' compensation insurance (including securing workers' compensation insurance, maintaining a registered account in good standing with the applicable workers' compensation program, ensuring that such coverage will be maintained for the duration of the provision of the Services, and providing proof of all of the aforementioned as and when required by AKA), or statutory or other taxes or payments of any other nature, except HST/GST as defined below, on behalf or in respect of or for the benefit of the Contractor or any person employed by the Contractor and it is acknowledged that AKA will not deduct or remit any such amounts from the Contractor's fees.

Contractor shall comply with Harmonized Sales Tax/Goods and Services Tax ("HST/GST") registration requirements and, if registered, shall charge HST/GST on all invoices to AKA. If registered, Contractor's HST/GST registration number must be shown on all invoices.

Contractor shall comply with all applicable laws, including employment/labour standards, workers' compensation, income tax and payroll tax legislation, and shall be solely responsible for the payment, deduction and remittance of any monies in respect of Contractor, Contractor's employees (if any), Contractor's dismissal of employees (if applicable) and the performance of all other obligations in respect of such laws. Where required, Contractor shall register as an "employer" with the applicable workers' compensation authorities, taxation authorities, and other authorities.

Contractor shall make all required contributions to any accident funds and government taxation offices in respect of Contractor's employees. If requested by AKA, Contractor shall submit the necessary documentation, including a Form CPT1 to Canada Revenue Agency to obtain confirmation of Contractor's independent contractor status.

Contractor shall, at its own cost, obtain and maintain the following insurance coverage while performing the Services, and shall provide confirmation of such coverage as and when requested by AKA:

- all insurance required under any contract to which AKA is a party relating to the provision of the Services (the "Contract");
- general comprehensive third party liability insurance in accordance with the Contract or if there are no Contract requirements or if the Contract requirements are below the local standard in the insurance market of the Contractor's country, the Contractor shall obtain and maintain general comprehensive third party liability insurance in accordance with the best terms and conditions as are reasonably available in the local insurance market of the Contractor's country. In any event, the limit of liability shall be not less than US\$ 5 million per occurrence and US\$ 5 million in the annual aggregate. The coverage shall also include product liability, completed operations and legal liability and, if required by any Contract or reasonably available, environmental liability;
- employer's liability insurance in accordance with the Contract or if there are no Contract requirements or if the Contract requirements are below the local standard in the insurance market of the Contractor's country, the Contractor shall effect and maintain insurance coverage in accordance with the customary terms and conditions as are available in the local insurance market of the Contractor's country.

6. OWNERSHIP AND INTELLECTUAL PROPERTY

Contractor acknowledges that AKA shall be the exclusive owner of all Contractor's right, title and interest to each work product to be produced as a result of the Services. To the extent not already owned by AKA, Contractor hereby irrevocably grants, assigns and transfers to AKA, all right, title and beneficial ownership interests to all intellectual property, including, without limitation, copyright of any form, discoveries (patented or otherwise), software, data (hard copies and machine readable) or processes, conceived, designed, written, produced, developed or reduced to



practice in the course of the performance of the Services, exclusively and perpetually. Contractor shall waive (or cause to be waived) any moral rights in connection with such work product that may now or may hereafter be recognized in any jurisdiction throughout the world in perpetuity. Contractor shall not do any act that may compromise or diminish AKA's interests as aforesaid.

Contractor shall not, without prior authorization, use any of AKA's property, or the property of AKA's clients or customers, on any personal websites or social media sites, including copyrighted designs, footage, images, audio files or AKA logos or icons other than using AKA's company and trade names for Contractor's own promotional resume.

Contractor shall not, in any respect, disparage AKA, its officers, directors, employees, affiliates, clients or customers, to the media, nor shall Contractor publish, either through third party media or Contractor's own social media or websites, during the Term or at any time thereafter, any statements that denigrate or otherwise malign AKA or its affiliates' reputation.

7. NON-COMPETITION/NON-SOLICITATION

During the Term and for a period of six (6) months after the termination of this Agreement, Contractor shall not, directly or indirectly (i) hire any individual who was an employee of AKA, or who was an employee of a client, customer or affiliate of AKA involved in a project related to the provision of the Services, during the six (6) month period prior to such termination; or (ii) persuade or attempt to persuade any individual who was an employee of AKA, or who was an employee of a client, customer or affiliate of AKA involved in a project related to the provision of the Services, during the six (6) month period prior to such termination to leave the employ of AKA or to become employed by any person other than AKA.

During the Term and for a period of twelve (12) months after the termination of this Agreement, Contractor shall not, directly or indirectly (i) solicit the business (defined as any business in which AKA is engaged or was engaged during the twelve (12) month period prior to such termination) of any entity or person that, to Contractor's knowledge, is a customer or prospective customer of AKA as of the time of termination or was a customer of AKA at any time during the twelve (12) month period prior to such termination; or (ii) persuade or attempt to persuade any entity or person that, to Contractor's knowledge, is a customer of AKA, to cease doing business with AKA.

Contractor agrees to advance AKA's legitimate interests whenever an opportunity arises and is prohibited from:

- taking personal advantage of opportunities discovered through the use of AKA's assets, property, information or Contractor's position that would be contrary to AKA's interests; and
- using or deploying AKA's assets, property, or information or Contractor's position for personal gain.

Contractor shall not perform similar work for a third party which AKA, in its sole determination, considers to be its competitor during the Term of this Agreement nor shall Contractor, directly or indirectly, disclose or use, either during or after the life of this Agreement any secret or confidential information, knowledge or data of AKA or any parent, subsidiary or affiliated company of AKA, as well as any information developed by Contractor as a result of the performance of obligations hereunder, without the prior written consent of AKA.

8. CONFIDENTIALITY

Contractor hereby agrees to keep in the strictest confidence all Confidential Information (as herein defined), including all proprietary information of AKA or its customers, clients or affiliates, which Contractor may acquire in connection with or as a result of the performance of this Agreement and Contractor further agrees not to publish, communicate or disclose to any unauthorized third party or parties any Confidential Information without the prior written consent of AKA, during the period of the Agreement or at any time subsequent thereto, except in



circumstances where disclosure is authorized, in writing, by AKA or legally mandated. Confidential Information shall not be used for personal gain.

The term "Confidential Information" includes, but is not limited to, any and all information in any format or form, electronic, written or oral, emanating from AKA, its associates, affiliates, agents, suppliers, clients or customers, or conceived or developed by Contractor or Contractor's employees, servants and agents in performance of this Agreement, regarding research, development, patents, copyrights, industrial property rights, products, business, marketing plans, strategies, customer lists, profits, costs, pricing and sourcing of AKA, its suppliers, clients, customers and affiliates and all non-public information that may be of use to competitors or harmful to AKA, its personnel, suppliers, clients, customers or affiliates if disclosed. Confidential Information includes information deemed to be proprietary to AKA, whether patented or not and also includes information that suppliers, clients, customers and affiliates have entrusted to AKA.

Contractor is responsible for the internal security of Confidential Information. Contractor hereby agrees not to use any Confidential Information except in the furtherance of the Contractor's obligations as set forth in this Agreement.

Revealing any Confidential Information to unauthorized persons or tampering with or altering AKA records and/or property, or the records and/or property of any AKA supplier, client, customer or affiliate, is considered a breach of Contractor's obligations to AKA and may cause serious damage and injury to AKA which cannot be fully or adequately compensated by monetary damages. AKA may seek interim and permanent equitable relief in the event of any breach of this Section by Contractor. All such rights and remedies shall be cumulative and in addition to any and all other rights and remedies whatsoever to which AKA may be entitled.

Upon the termination of the Agreement, Contractor shall transfer and deliver to AKA all documents, notebooks, discs and records stored in any form whatsoever containing or referring to Confidential Information including copies, summaries and notes thereof in the possession or control of Contractor or Contractor's employees.

All technical data, specifications, software, drawings tools, dies, patterns etc. (herein called "information") whether supplied by AKA or prepared by Contractor (or its sub-contractors) as a requirement for completion of the Services whether or not paid for by AKA, shall be the property of AKA, shall be considered confidential, and shall not, at any time, whether before, during or after performance of this contract be disclosed to a third party without written approval by AKA. Upon completion of deliveries hereunder, or upon termination of this Agreement all such information shall be delivered to AKA unless otherwise specified in writing and shall not be utilized, directly or indirectly by Contractor for the use or benefit of Contractor or any other person.

9. SUBMITTING INVOICES/EXPENSES

When submitting invoices/expenses, the following shall apply:

- Contractor shall submit all invoices, including invoices for reimbursement of expenses (the "invoice"), using the appropriate AKA invoice template. A Contractor's invoice providing all information required in the AKA invoice template will be accepted. Each invoice shall clearly describe in detail the Services provided, the amount charged, and any expenses claimed.
- Separate forms are required for United States currency ("USD") and Canadian currency ("CAD") accounts.
- Banking information is required on each invoice.
- Separate invoices are required for each project.
- Invoices must be submitted to AKA for payment within three (3) months of when the Purchase Order contemplates the Services are to be invoiced or, if the Purchase Order does not specify when the Services will be invoiced, within three (3) months of when the Services are rendered or the expenses are incurred. Failure to submit invoices within this required time-frame may result in non-payment of the invoice and such failure to submit the invoice within this required time-frame shall be deemed waiver of Contractor's right to payment.



- Please note that incomplete forms will be returned and may miss the pay period cutoff.

Payment of the invoices submitted, once approved by AKA, shall be as follows:

- Payment for the Services shall be in the currency as identified in the Purchase Order. If the Purchase Order does not specify a currency for payment, payment shall be in CAD.
- If the Services are provided in Canada, reimbursement of expenses will be in CAD. If the Services are provided outside of Canada, reimbursement of expenses will be in USD. This is regardless of the currency in which the expense was incurred.
- The exchange rates to be used are the average exchange rate on the day of the expense or over the period of the expenses as determined by OANDA at: <http://www.oanda.com/currency/historical-rates/>
- Invoices submitted in accordance with this Section 9 shall be due and payable within thirty (30) days from the date of its receipt by AKA, subject to verification by AKA of the validity of the applicable charges.
- Wire receiving fees will be paid by the Contractor.

Contractor shall provide appropriate receipts and other backup documentation to justify any claim for reimbursement of an expense. Failure to submit expenses in accordance with this Section 9 may result in the claimed expense being denied in all or in part. Payment of any expenses claimed by Contractor shall be subject to approval for payment by AKA in accordance with the terms of this Agreement.

10. HAZARDOUS ENVIRONMENT ALLOWANCE

A hazardous environment allowance (the "HEA") of \$150(USD) per day will be paid where Contractor travels to/from and performs the Services in any geographical environment or region where conditions are "stressful" due to external factors such as political climate. The determination of a HEA will be determined by AKA based on existing conditions in the geographical area at the time of deployment, with the primary determinant being the Canadian Travel Advisory (<http://www.voyage.gc.ca/countries/pays/menu-eng.asp>). Currently there are four levels of warning indicated on this site:

1. Exercise normal security precautions
2. Exercise a high degree of caution
3. Avoid non-essential travel
4. Avoid all travel

HEA will be paid if at the time of departure by Contractor to the geographic area a Level 4 is in place. While Contractor is deployed to a geographic area where a Level 1, Level 2 or level 3 is in effect, the HEA will be reassessed if conditions change. If a client of AKA has defined a location as hazardous and said client is willing to pay the HEA, notwithstanding that the Canadian Travel Advisory website has not noted a warning level, Contractor shall be paid the HEA.

When in transit, HEA can be collected for the day(s) Contractor is travelling in or through hazardous regions only. For example, if travelling from North American to West Africa via Europe, the Europe to Africa travel time is eligible for HEA; the North America to Europe travel time is not eligible for HEA.

11. TERMINATION

Unless specified otherwise in the Purchase Order or Contract Offer, AKA may terminate this Agreement upon 2 days' prior written notice.

Unless specified otherwise in the Purchase Order or Contract Offer, AKA may terminate the Purchase Order and/or the Contract Offer upon 2 days' prior written notice.



Notwithstanding the foregoing, the Agreement may be terminated at any time immediately and without prior notice for any material breach of the provisions of this Agreement or in the event AKA determines, in its sole discretion, that the Contractor's performance hereunder is unsatisfactory.

Except as set forth above, upon termination, AKA's sole liability to pay Contractor shall be for any unpaid fees properly earned and accrued hereunder until the date of termination. Contractor expressly agrees that AKA shall have no liability to pay Contractor severance or other termination pay or any component thereof.

Contractor and AKA may agree to renew this Agreement on the same terms or other terms as mutually agreed to in writing at any time prior to the expiry of the Term. If no renewal of this Agreement, or other new agreement, is entered into prior to the expiry of the Term, this Agreement shall terminate upon the expiry of the Term without any further notice to Contractor and AKA shall have no further obligation to Contractor whatsoever.

12. REPRESENTATIONS / WARRANTIES / COVENANTS

Contractor represents and warrants to and covenants with AKA that (a) in providing the Services, Contractor shall comply with all applicable laws, regulations, codes, policies and rules regulations, including workers' compensation and income tax legislation, in the province in Canada, or in the Country, in which the Services are provided.; (b) the Services will not infringe the intellectual property rights or contractual rights of any third party anywhere in the world; and (c) Contractor is free to enter into this Agreement and perform the Services and Contractor shall not make any commitment which might prevent or restrict the full performance of this Agreement.

Contractor shall ensure that Contractor has and shall maintain in good standing all required licenses, consents, approvals and permits as necessary to perform any part of Contractor's obligations under this Agreement, and to comply with all laws, rules and regulations and industry standards (including all immigration and labour laws) existing in Canada, and any other country where Services are being provided, in the performance of Contractor's obligations under this Agreement.

Contractor shall comply with all laws, rules, regulations or directives of any government authority having jurisdiction over Contractor while Contractor provides the Services which are in effect during the Term.

Contractor shall resolve all matters relating to citizenship, visas, exemptions from and/or compliance with statutory or administrative requirements relating to the citizenship and nationality of Contractor prior to the date Contractor is required to travel to provide the Services.

13. ANTI-BRIBERY, MONEY LAUNDERING AND ANTI-TERRORISM

The following definitions shall apply to this Section 13:

"Affiliate" shall mean any company or legal entity which:

- (i) controls, either directly or indirectly, the party in question; or
- (ii) is directly or indirectly controlled by a company or entity that controls, directly or indirectly, the party in question; or
- (iii) is directly or indirectly controlled by the party in question; and

"control" shall mean the right to exercise fifty per cent (50%) or more of the voting rights of such company or entity.

"Anti-Corruption Laws" means the Canadian Corruption of Foreign Public Officials Act ("CFPOA"), the United States Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Anti-Bribery Acts (UKBA), and any other applicable anti-bribery and anti-corruption laws and any other applicable anti-bribery laws.



"Anti-Terrorism Laws" means laws prohibiting the engagement of, or becoming involved in, supporting financially, or otherwise sponsoring, facilitating, or giving aid or comfort to any terrorist person, activity or organization.

"Government" means any federal, national, provincial, state, regional, local, municipal, tribal, or any other government.

"Government Official" means any appointed, elected, or honorary official, or officer or any employee of any government, government ministry or department, agency or instrumentality thereof, or any company or corporation that is owned or controlled by a government (such as a National Oil Company) or any public international organization or any person acting in an official capacity for or on behalf of any such entity or organization.

"Money Laundering Laws" means laws relating to the receipt, transfer, transportation, use, structuring, diverting, or hiding of the proceeds of any criminal activity whatsoever.

"Political Official" means any political party, official of any political parties, or candidates for political office.

"Private Parties" include any person or party that is not working for a government or government controlled entity. Examples include employees, agents, or intermediaries of non-government organizations such as publicly traded companies like Shelf Drilling.

"Related Parties" means any of Contractor, Contractor's Affiliates, directors, officers, employees, agents, contractors or representatives who perform any part of this Agreement, Purchase Order or Contract Offer. "Related Party" means any one of the Related Parties.

Compliance with Laws: Contractor shall at all times abide by all Anti-Corruption Laws, all Money Laundering Laws and all Anti-Terrorism Laws. Contractor agrees to participate in any compliance-related training required by AKA, its suppliers, customer, clients or affiliates.

Government Officials and Private Parties: Contractor shall not offer, give or agree to give any person in AKA's service, any customer or client of AKA, or any Government Official or Private Party or any family member of such person, any gift or thing of value of any kind (i) for the purpose of influencing such Government Official's or Private Party's acts or decisions or to induce such Government Official or Private Party to use his/her influence to affect the official decision or actions of others in order to obtain, retain or direct business or to obtain any other improper advantage for Contractor, its Related Parties or AKA or its Affiliates or (ii) in furtherance of any prohibited act covered by the Anti-Corruption Laws.

Political Officials: With respect to contributions to Political Officials, Contractor represents that it and its Related Parties will make contributions only to the extent that such contributions are permitted under the relevant provisions of local law and are not offers, payments, promises to pay, or authorizations for the payment of any money, or gift, promise to give anything of value to a Political Official in furtherance of any prohibited act covered by the Anti-Corruption Laws.

Contractor Ownership: Contractor hereby represents and warrants to AKA that no ownership interest, direct or indirect, in Contractor or any Related Party or in the contractual relationship established by this Agreement or any Purchase Order or Contract Offer, is held or controlled by any Government Official or Political Official.

Change in Ownership: In the event that during the term of this Agreement a Government Official or Political Official acquires an interest of any sort or nature, direct or indirect, in Contractor or a Related Party or in this Agreement or any Purchase Order or Contract Offer, Contractor covenants and agrees to make immediate, complete and accurate written disclosure to AKA thereof, and that following such disclosure, this Agreement and any Purchase Order or Contract Offer shall immediately become terminable by AKA upon written notice to Contractor.

No Cash Payments: Contractor acknowledges that all payments to Contractor or any Related Party under this Agreement and any Purchase Order or Contract Offer shall be made by check or wire transfer, and that none shall be made by cash or other negotiable instrument.



Records: Contractor shall (and shall cause its Related Parties to) maintain full and correct records pertaining to work performed under any Purchase Order or Contract Offer and all transactions related thereto, and shall keep such records for at least four (4) years after the termination of this Agreement or any extensions thereof.

Audit: Contractor agrees that its books and records (and those of its Related Parties) shall be subject to audit with Contractor's assistance and at reasonable times as AKA or its Affiliates shall consider necessary to ensure compliance with the Anti-Corruption Laws and Money Laundering Laws. AKA's auditors shall have full and unrestricted access to all records with respect to:

- a. Contractor's compliance with AKA's standards, policies, rules and procedures,
- b. the origin and legitimacy of any funds or disbursements paid by Contractor on behalf of AKA or to AKA (including its employees),
- c. Contractor and its Affiliates' books, records and accounts related to the Services, and
- d. all funds received by Contractor from AKA in connection with this Agreement and any Purchase Order or Contract Offer.

Duty to Report: Contractor agrees that should Contractor learn or have reason to know of (i) any payment, offer, or agreement to make a payment to a Government Official, Private Party or Political Official in violation of this Section, or (ii) any other development during the term of this Agreement that in any way makes inaccurate or incomplete the representations, warranties, covenants, obligations or certifications of Contractor or its Related Parties given hereunder relating to the Anti-Corruption Laws or the Money Laundering Laws, Contractor will immediately advise AKA in writing of such knowledge or suspicion.

Right of Investigation: If AKA has a reasonable basis to believe that Contractor or any Related Party has taken or failed to take any action that may subject AKA or its Affiliates to liability under the Anti-Corruption Laws or the Money Laundering Laws, Contractor agrees that AKA shall have the right (but not the obligation) upon written notice to Contractor, to conduct an investigation and audit of Contractor to determine to AKA's reasonable satisfaction whether any actions or failures to act on behalf of Contractor or its Related Parties may subject AKA to such liability. As a part of the written notice to Contractor, AKA agrees to disclose to Contractor the basis for AKA's belief that Contractor or its Related Parties has taken or failed to take any action that may subject AKA to liability under the Anti-Corruption Laws or the Money Laundering Laws. Contractor agrees to, and to cause its Related Parties to, cooperate fully with such investigation.

Breach: In the event Contractor breaches this Section, then Contractor forfeits, waives and agrees to forever forego any rights to compensation of any sort under this Agreement and any Purchase Order or Contract Offer.

Early Termination, Indemnity: AKA may terminate this Agreement and any Purchase Order or Contract Offer in the event that it determines, in its sole discretion exercised in good faith, that Contractor has violated the representations set out herein. Contractor shall indemnify and hold the AKA Indemnitees harmless from any claims, costs (including legal costs), liabilities, obligations and damages that may incur as a result of such a violation.

Statement of Compliance: Contractor will provide to AKA or its Affiliates such documents or other evidence (whether written, oral or otherwise) as AKA or its Affiliates may request, attesting to compliance with the foregoing.

Material Provision: Contractor and AKA agree that this Section 13 is a material provision of this Agreement and all Purchase Orders and Contract Offers.

Survival: The provisions of this Section 13 shall survive termination, expiration or cancellation of this Agreement and any Purchase Order or Contract Offer.



14. INDEMNITIES

Contractor shall indemnify and save harmless AKA and its parent, subsidiaries, assigns, affiliates, directors, officers, shareholders, employees, agents, representatives, suppliers, customers, clients, content providers and licensors (individually an "AKA Indemnitee" and collectively the "AKA Indemnitees") from and against any loss, expense, cost, action, demand or claim which any AKA Indemnitee may suffer or incur as a result of or in connection with any breach of a Contractor's obligations under this Agreement or for any inaccuracy or misrepresentation by a Contractor of the representations and warranties contained herein.

Contractor shall release, defend and indemnify the AKA Indemnitees against any fines and penalties which may be asserted or assessed against the AKA Indemnitees by reason of Contractor's violation of any laws, rules, regulations or directives of any government authority having jurisdiction over Contractor while Contractor provides the Services.

In the event that the Canada Revenue Agency or other applicable authority determines that Contractor is not an independent contractor, or that Contractor is an employee of AKA, Contractor shall be solely responsible for and shall indemnify and hold the AKA Indemnitees harmless in respect of amounts deemed to be payable by AKA in respect of the failure to withhold and remit any deductions required to be withheld or remitted in respect of the Services provided hereunder, together with all related fines, penalties and interest. The Contractor further agrees to hold the AKA Indemnitees harmless and indemnify the AKA Indemnitees from and against any order, penalty, interest or tax that may be assessed or levied against the AKA Indemnitees as a result of the failure or delay of the Contractor to make any such payments or remittances or to file any return or information required by any law, ordinance or regulation.

AKA Indemnitees shall in no event be liable for and Contractor hereby waives any claim with respect to any illness, injury or death, including, without limitation, direct, indirect, consequential, special, incidental or punitive damages, resulting from or caused by the Services or otherwise in relation to or as a consequence of this Agreement, except as may be caused by the negligence or willful misconduct of AKA.

15. SEVERABILITY

Any provision of this Agreement which is found to be invalid or unenforceable shall be severed from this Agreement and its remaining provisions will remain in force and be binding upon the parties hereto.

16. NOTICE

Any notice required or permitted to be given hereunder shall be in writing and shall be sufficiently given if served personally or mailed by pre-paid registered mail,

If to AKA:

Aspin Kemp & Associates Inc.
PO Box 577, 23 Brook Street
Montague, Prince Edward Island
C0A 1R0

If to Contractor to the address as noted in the second recital of this Agreement.

If mailed, any such notice shall be deemed to have been received five (5) days after the mailing thereof. In the case of postal interruption for any reason whatsoever, all notices shall be served personally.

17. ASSIGNMENT

Neither this Agreement, nor any of the Services, is assignable by Contractor. AKA may, without consent, assign its rights and obligations under this Agreement to a person that directly or indirectly controls, is controlled by or is



under common control with AKA and to a purchaser of all or substantially all of AKA's assets. A change in control of AKA shall not be considered an assignment of this Agreement.

18. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, administrators, executors, successors and permitted assigns.

19. ENTIRE AGREEMENT

These Terms and conditions together with, the Purchase Order and the Contract Offer (if applicable) and any schedules attached thereto, constitutes the entire agreement between the parties and shall supersede all prior agreements and negotiations relating thereto, including any Previous Agreement. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise to the other.

20. AMENDMENT / WAIVER

This Agreement shall not be amended or modified except by written instrument signed by the parties. No provision in this Agreement shall be deemed waived by a course of conduct unless the waiver is in writing and no waiver by either party of any breach of this Agreement by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent date.

21. INJUNCTIVE RELIEF

Contractor acknowledges that the Services are personal to Contractor, and are of a unique and special nature, the loss of which cannot be reasonably or adequately compensated for in damages. Accordingly, in addition to any other remedy AKA may have, AKA is entitled to injunctive or other equitable relief to prevent a breach of this Agreement by Contractor.

22. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts and all such counterparts shall together constitute one and the same agreement.

23. GOVERNING LAW

This Agreement is made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.

24. HEADINGS

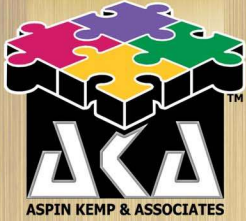
The division of this Agreement into sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The section, subsection and paragraph headings in this Agreement are not intended to be full or precise descriptions of the text to which they refer and are not to be considered part of this Agreement. All uses of the words "hereto", "herein," "hereof," "hereby" and "hereunder" and similar expressions refer to this Agreement and not to any particular section or portion of it. References to a Section or Subsection, refer to the applicable article, section, subsection of this Agreement.



SCHEDULE "A": REIMBURSABLE EXPENSES

Only the following expenses related to the provision of the Services shall be reimbursed by AKA to Contractor.

1. **Accommodation:** Hotel cost only (room and taxes) while travelling to the worksite and while at the worksite. Hotel invoices must show "paid" when submitted to AKA for payment. Hotel internet charges shall only be paid for activities related to the provision of the Services.
2. **Travel:**
 - a. Airfare: Round-trip Economy class from Contractor's home to the worksite.
 - b. Train: Round-trip Economy class from Contractor's home to the worksite.
 - c. Taxi: To and from airport and worksite and only if the AKA client has not provided other arrangements.
 - d. Car Rentals: Economy class. Corporate accounts have been set up through Enterprise and Avis. Rental arrangements should be made in conjunction with Project Logistics Coordinator. If rental vehicles are required at the worksite, the expectation will be that the vehicle is shared if more than AKA employee or another AKA resource is working on the same project.
 - e. Mileage: One way from Contractor's home to airport at the commencement of the project and one way from airport to Contractor's home at the completion of the project
 - f. Tolls: Buses, bridge fees, ferry or highway tolls related to travel to or from the worksite.
 - g. Parking Charges: Public parking expenses incurred at a hotel or airport while performing the Services shall be reimbursed. Original receipts, other than for metered parking, are required. Metered parking expenses require an indication of place and time.
3. **Telephone Calls:** Business telephone calls are reimbursable and claims must be supported with receipts. Verbal communications are very necessary during a project and due to extremely high international phone charges and cell roaming fees, every attempt should be made to use Skype and/or to purchase a local calling card or rent a local phone.
4. **Laundry:** Laundry is generally not reimbursable. However, in instances where there are no readily available laundry facilities and/or dry cleaning is your only option for cleaning daily wear and coveralls, AKA will reimburse Contractor for 50% of Contractor's laundry expenses if accompanied by receipts.
5. **Travel Visas:** Visa fees are reimbursable if the Visa had to be obtained by Contractor for international travel to perform the Services. Per Diem, Travel and accommodation costs related to obtaining the Visa will not be reimbursed.
6. **Excess Baggage Charges:** Contractor is responsible for bringing Contractor's own tools to perform the Services. Some airlines impose charges for all checked bags and AKA will reimburse the baggage charges incurred by Contractor for up to two bags that are within the specific airline weight restriction. Excess baggage/weight charges where extra equipment is required because of the Services being performed will also be reimbursed save and except excess baggage (more than 2 bags) and/or weight charges (a bag that exceeds the airline weight restriction) for personal belongings and personal tools will not be reimbursed. Original receipts are required for all charges. When packing, please also keep in mind that baggage weight restrictions are also enforced when being transported by helicopter to a rig (typically 15kg weight limit for personal belongings). Also, Contractor is asked to please plan ahead where possible for their trips. If Excess Baggage charges are anticipated, Contractor is to check with the AKA project manager and see if there is a more cost effective method of transport.



7. **Immunizations and Certificates of Health:** These costs are reimbursable if they are required for travel outside of Canada for the provision of the Services. Original receipts required.
8. **Per Diem:** AKA provides a daily living allowance as per the terms of the Purchase Order or Contract Offer provided in conjunction with this Agreement. If the Services are provided in Canada and Contractor is a HST/GST registrant, taxes are applicable based on the province being invoiced.
9. **Training Expenses:** When a contractor is required to attend a specific course required by AKA or its client, AKA will pay the following in accordance with the provisions of this Schedule "A":
 - Cost of the course
 - Travel expenses
 - Accommodation
 - Living Allowance