

CLIENT:

Full Name: As shown in the quote document

Full Address: As shown in the quote document

(the "Client")

CONTRACTOR:

INSEQUENCE DESIGN BUILD INC.

256 - 3219 Yonge St, Toronto, ON, M4N 2L3

(the "Contractor")

TERMS AND CONDITIONS

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

ONTARIO CONSUMER PROTECTION ACT, 2002

1. Consumer rights as outlined in the *Ontario Consumer Protection Act, 2002* can be found at the end of this Contract in Appendix A.

CONTRACT TERMS AND CONDITIONS

1. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Contract.

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the services indicated in the quoted items section of this contract (the "Services"):
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

TERM OF CONTRACT

1. The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Contract. The Term may be extended with the written consent of the Parties.

PERFORMANCE

1. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

CURRENCY

1. Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in CAD (Canadian Dollars).

COMPENSATION

1. The Contractor will charge the Client a flat or hourly fee shown in the quote summary for the Services (the "Compensation").
2. A deposit payment indicated in the payment schedule (the "Deposit") is payable by the Client upon execution of this Agreement.
3. For the remaining amount, the Contractor will invoice the Client every two weeks or as stipulated in payment schedule of the Contract/Disclaimer section of the quote.
4. Invoices submitted by the Contractor to the Client are due within 15 days of receipt or as stipulated in payment terms of the Contract/Disclaimer section of the quote.
5. The Compensation as stated in this Contract does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Late Payment

1. Failure to make payment by the due date stated in the top right corner of the invoice will result in a late fee of 5% interest per month on the outstanding balance. A grace period of seven (7) calendar days from the due date will be granted. If payment is not received within this grace period, interest charges will apply retroactively to the original due date. Extensions may be granted at the sole discretion of the Contractor, provided a written request is submitted and approved prior to the expiration of the grace period.

If full payment is not received within thirty (30) calendar days of the due date, the Contractor reserves the right to initiate a lien on the property in

accordance with the applicable provisions of the *Construction Act* (Ontario) or other governing legislation, without further notice.

MODIFICATION OF CONTRACT

1. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.
2. Any additional change orders must be approved by the Client before the Contractor mobilizes purchase of materials and furnishing of labor. Contract change orders may be signed off by the Client on the change order form or approved in written format via email or text.

REIMBURSEMENT OF EXPENSES

1. The Contractor will be reimbursed for reasonable and necessary expenses in connection with providing the Services outside the scope of this quote.
2. All expenses must be pre-approved by the Client.
3. We will make our best efforts to source materials at the lowest possible prices from local building suppliers. Should there be an increase in these specified materials exceeding 5% of the market value that are purchased after the execution of the contract, the client agrees to pay the cost increase difference to the contractor.

CANCELLATION/REFUND POLICY:

1. Refunds for deposit payments will be returned in full or partial amounts, contingent on non-refundable materials purchased in advance. Please be certain that you want us to execute your project before paying any deposits. If you request a cancellation of the project after the deposit is paid, your materials will be returned to the supplier and then the money refunded back to you. If materials cannot be returned for any reason, we will deliver the materials to the location of the canceled property location. If a cancellation occurs, payment for any labor that has already occurred will be immediately due.

UNFORESEEN CONDITIONS

1. All costs are based on expectations of suitable site conditions. We will notify owners upon the discovery of unexpected concerns, and discuss proper remedies along with associated costs.

ERRORS AND OMISSIONS

1. Aging-in-place inspections provide general risk-reduction recommendations based on visible and reasonably accessible conditions at the time of inspection and do not eliminate all risk of injury. The Contractor, its employees, agents, and subcontractors shall not be liable for injuries, accidents, or damages occurring after the inspection, including those arising from overlooked, concealed, changing, or unforeseeable conditions, or from failure to implement recommended modifications.

CONFIDENTIALITY

1. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that

Confidential Information could reasonably be expected to cause harm to the Client.

2. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.
3. All written and oral information and material disclosed or provided by the Client to the Contractor under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

1. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Contract, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
2. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

1. Upon the expiry or termination of this Contract, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

1. In providing the Services under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

1. Except as otherwise provided in this Contract, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Contract and the Client will not hire or engage any third parties to assist with the provision of the Services.
2. In the event that the Contractor hires a sub-contractor:
 - the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Contract, the sub-contractor is an agent of the Contractor.

AUTONOMY

1. Except as otherwise provided in this Contract, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Contract. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

1. Except as otherwise provided in this Contract, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

1. The Parties acknowledge that this Contract is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

TIME OF THE ESSENCE

1. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision unless otherwise specified in writing and mutually agreed to by the Parties.

ASSIGNMENT

1. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Client.

ENTIRE AGREEMENT

1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

ENUREMENT

1. This Contract will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

GENDER

1. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

1. This Contract will be governed by and construed in accordance with the laws of the Province of Ontario.

SEVERABILITY

1. In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

WAIVER

1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Appendix A

Your Rights under the Ontario Consumer Protection Act, 2002

You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this agreement after having solicited the goods or services from the supplier and having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

- The supplier.
- A person designated in writing by the supplier.

If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens:

- The supplier repossesses the goods.
- The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was canceled.
- You return the goods.
- The supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.