

PRINCIPAL CONSULTING/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of this • day of June, 2022 (the “Effective Date”)

BETWEEN

OLD PORT OF MONTREAL CORPORATION INC. (the “Company”)

- and -

• (the “Consultant”)

WHEREAS:

- A. The Company is engaged in the 1st phase of its Master Plan for the redevelopment of the Old Port of Montreal, as well as other construction and redevelopment projects (the “Project”); and
- B. The Company wishes to enter into a Principal Services Agreement with the Consultant for the provision of certain services in connection with the Project.

THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, each of the parties covenants and agrees with the other as follows:

1.0 DEFINITIONS

1.1 In this Agreement, the capitalized terms shall have the following meanings:

- (a) “**Agreement**” means this agreement executed and signed by the Company and the Consultant, including all Schedules and Statements of Work, all as amended from time to time.
- (b) “**Compensation**” means the Fees and the Expenses.
- (c) “**Confidential Information**” has the meaning set out in Section 5.1.
- (d) “**Dispute**” means a disagreement arising out of or in connection with this Agreement between the parties and includes any failure to reach agreement where an agreement is required or contemplated under this Agreement, but does not include a disagreement with respect to any matter outlined in Sections 4.3 and 4.5.
- (e) “**Effective Date**” means the effective date of this Agreement.
- (f) “**EFT**” has the meaning set out in Section 3.6.
- (g) “**Expenses**” means those expenses or disbursements incurred in the performance of the Services as set out in Schedule “B” attached hereto.
- (h) “**Expiry Date**” means when the Services are completed to the Company’s satisfaction.
- (i) “**Fees**” means the amount of fees that will be charged by the Consultant to the Company for the performance of the Services as specified in Schedule “B” and does not include Expenses.

- (j) **“Indemnified Party”** has the meaning set out in Section 7.1.
- (k) **“Project”** has the meaning set out in paragraph A of the preamble above.
- (l) **“Services”** means the services and deliverables described in Schedule “A” and/or a Statement of Work to be performed in accordance with the deadlines contained at Schedule A and or in a Statement of Work as the case may be.
- (m) **“Statement of Work”** has the meaning set out in Section 13.1.
- (n) **“Taxes”** means any and all federal, provincial, state, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities in the nature of a tax, including pension plan contributions, unemployment insurance contributions and employment insurance contributions, workers’ compensation premiums and deductions at source, including taxes based on or measured by gross receipts, income, profits, sales, capital, use, occupation, goods and services, value added, ad valorem, transfer, franchise, withholding, customs duties, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, fines and additions imposed with respect to such amounts, in all cases imposed by any governmental authority in respect thereof.
- (o) **“Term”** has the meaning set out in Section 4.1.

2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company.
- 2.2 The Consultant represents that it and its personnel are knowledgeable, qualified, and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Consultant shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep the Company advised as to the identity of its project manager(s). If the Company becomes dissatisfied, at any time, with the performance of any of the Consultant’s personnel, the Company shall notify the Consultant, and that person shall be replaced by the Consultant with other suitable personnel at the earliest opportunity following the Company’s request. All costs, whatever their nature, related to the replacement of a member of the Consultant’s personnel shall be borne by the Consultant.
- 2.5 The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall be liable to the Company for all actions or inactions of its sub-consultants in the performance of the Services.
- 2.6 The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees described in Schedule “B” will be

adjusted accordingly by agreement of the Company and the Consultant.

- 2.7** The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the Fees for the Consultant's performance of such additional Services will generally correspond to the Fees described in Schedule "B".

3.0 FEES AND EXPENSES

- 3.1** Subject to the terms and conditions in this Agreement, the Company will pay the Consultant compensation comprised of the following for the Services performed in accordance with this Agreement:

- (a) Fees; and
- (b) Expenses;

plus any GST and QST required to be collected by the Consultant from the Company in connection with the Services. The Compensation is the entire compensation owing to the Consultant for the Services and includes all profit and all costs and expenses incurred by the Consultant to perform the Services.

- 3.2** The Consultant shall submit written invoices to the Company for Fees and Expenses payable on a monthly basis, with each monthly invoice being submitted within fifteen (15) days following the end of the month to which the invoice relates. Each invoice shall provide adequate details with respect to Fees, including the dates on which Services were provided, as well as adequate supporting documentation with respect to Expenses, including a copy of any third-party invoices for which reimbursement is sought.
- 3.3** Invoiced amounts due will be paid by the Company within thirty (30) days of the date of receipt by the Company of a proper and correct invoice and adequate supporting documents, where applicable or requested. Notwithstanding the foregoing, the Company shall not be required to pay an invoice unless and until the Services billed in such invoice have been provided in accordance with this Agreement and to the satisfaction of the Company, acting reasonably.
- 3.4** The Company may set-off the amount of any claims that the Company may have against the Consultant related to the Consultant's failure to perform, or the improper performance of, its obligations under this Agreement.
- 3.5** The Consultant shall prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Expenses. On request from the Company, the Consultant will make the records available for examination by the Company at any time during regular business hours during the Term and for a period of one (1) year after the Services are complete.
- 3.6** The Consultant agrees that any payments owing to it arising from this Agreement shall be paid to the Consultant via Electronic Funds Transfer ("**EFT**"), the terms and conditions for which are attached as Schedule "E" to this Agreement. Upon signature of this Agreement, the Consultant shall return to the Company a separate, signed copy of the EFT Agreement and EFT Form as set out in Schedule "E".

4.0 TERM AND TERMINATION

- 4.1** Unless terminated earlier in accordance with the provisions of this Agreement, the term (the “**Term**”) of this Agreement shall commence on the Effective Date and shall, except for those provisions specifically stated or contemplated to survive expiration or termination, continue in effect until the Services are completed to the Company’s satisfaction.
- 4.2** The Company may immediately terminate this Agreement at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 4.3** On termination of this Agreement pursuant to Section 4.2, the Company will be responsible to pay, within thirty (30) days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.
- 4.4** The Company may terminate, without prejudice to other rights or remedies, this Agreement if:
- (a) the Consultant is in default of any of its obligations under this Agreement and such default continues after ten (10) business days’ written notice stating the particulars of the default;
 - (b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
 - (c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,

and in such event the provisions of Section 4.3 shall not apply.

- 4.5** Prior to entering into this Agreement, the Consultant provided the Company with a certificate of compliance dated • (the “**Compliance Certificate**”). If the Company, acting reasonably, determines that:
- (a) the Consultant provided a false or misleading Compliance Certificate, or
 - (b) the Consultant or an Owner (as defined in the Compliance Certificate) of the Consultant has been convicted of any offence under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment

the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement immediately upon notice to the Consultant and in such event the provisions of Section 4.3 shall not apply.

The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Compliance Certificate), is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement.

- 4.6 The Company may, at any time and for any reason and in its sole discretion, suspend the performance of the Services by the Consultant, by written notice to the Consultant. The suspension shall be effective on the date of the notice. The suspension of Services shall continue to such date as the Company shall specify, in writing (whether specified in the notice of suspension or a subsequent notice).
- 4.7 The Consultant shall have no claims against the Company, of any nature or kind, related to any of the Services not yet provided or performed as at termination of this Agreement and the Consultant will not be entitled to payment for any loss of profits.
- 4.8 The provisions of Sections 4.3, 4.4, 4.5, 4.6 and 4.7 shall survive the termination of this Agreement.

5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1 The Consultant shall keep confidential all confidential or proprietary (whether so designated by the Company or whether it is by its nature confidential or proprietary) information, data, documentation, designs, drawings, processes and techniques (in any medium or form) relating to the Project or to the business of the Company or its affiliates that comes to the attention of the Consultant in the course of performing the Services or arising out of any research and development work conducted for or on behalf of the Company by the Consultant, or is otherwise acquired or developed by the Consultant during the Term (collectively, "**Confidential Information**"). The foregoing restriction will not apply to any information which is (i) independently developed by the Consultant prior to or independent of the disclosure, (ii) publicly available, (iii) rightfully received by the Consultant from a third party without a duty of confidentiality, (iv) disclosed under operation of law to the extent only that disclosure is required by law, or (v) disclosed by the Consultant with the Company's prior written approval. The Consultant shall not use the Confidential Information except in the performance of the Services under this Agreement. If this Agreement is terminated for any reason whatsoever, the Consultant shall deliver forthwith to the Company all documents, records and reports and all other information or data relating to the Services, including all copies thereof, that the Consultant obtained from the Company or otherwise obtained on its own.
- 5.2 All research, reports, data, drawings, site plans, layouts, schematic drawings, surveys, plans and other documentation, material or information (in any medium or form) produced by or on behalf of the Consultant in the performance of the Services and all intellectual property of any nature or kind whatsoever therein are the sole property of the Company and are not to be used by the Consultant for any purpose other than the performance of its obligations under this Agreement. The Consultant waives all moral rights that it has or may have to the intellectual property and hereby undertakes to obtain waivers of moral rights from each of its employees, independent contractors, officers, directors and any others for whom the Consultant is responsible with respect to the intellectual property. The Consultant shall take all steps reasonably requested by the Company from time to time to perfect or register or evidence the Company's ownership interest in any intellectual property referred to above. The Consultant represents and warrants that none of the Services infringes or will infringe the intellectual property rights of any other person.
- 5.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its

prior written approval to such press release or public statement. The Consultant may not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.

- 5.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in Article 5.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.
- 5.5 The Consultant acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.
- 5.6 The provisions of this Article 5.0 shall survive expiration or termination of this Agreement.

6.0 NON-COMPETITION AND CONFLICT OF INTEREST

- 6.1 The Consultant represents that it is free of all conflicts of interest with the Company, except those that are expressly disclosed by the Consultant to the Company on the Effective Date. In the event that the Consultant becomes aware of any conflict of interest with the Company during the Term, the Consultant shall immediately provide notice to the Company of such conflict of interest, together with any pertinent details of the same, including when the conflict of interest came into being and when it was discovered by the Consultant.
- 6.2 The Consultant shall not during the Term, directly or indirectly, engage in any business or activity that impedes, competes with or is contrary to the proper performance of the Services.
- 6.3 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in this Article 6.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.

7.0 INDEMNIFICATION AND LIABILITY

- 7.1 Each party (“**Indemnifying Party**”) shall be liable for, and shall indemnify the other party, including its board members, officers, employees, contractors, representatives, and any others for whom the Consultant is responsible at law (collectively, the “**Indemnified Party**”), from and against, any costs (including reasonable legal fees on a solicitor and his own client basis), losses, damages, actions and liabilities suffered or incurred by the Indemnified Party arising directly or indirectly in connection with or as a result of:
 - (a) any breach, default, negligent act or omission or wilful misconduct of the Indemnifying Party, its employees, independent contractors, officers, directors and any others for whom the Indemnifying Party is responsible at law in the performance of its obligations under this Agreement,
 - (b) any misrepresentation contained within this Agreement; or

- (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the Company may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Consultant is an employee of the Company.

7.2 The Consultant is liable and responsible for all applicable Taxes imposed on the Consultant by any governmental authority relating to the performance of the Services by the Consultant and by its employees and independent contractors on behalf of the Consultant and the Consultant hereby indemnifies and holds harmless, and shall indemnify and hold harmless, the Company, from any and all losses, claims, expenses, damages, liabilities, taxes, interest, fines and penalties sought or recovered by any governmental entity, in relation to the foregoing.

7.3 The provisions of this Article 7.0 shall survive expiration or termination of this Agreement.

8.0 PERFORMANCE AND STANDARDS

8.1 The Consultant covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and
- (c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.
- (d) fully co-operate and assist in investigations initiated by the Company if, in the judgment of the Company, the prevailing quality or service standards are found to be inadequate to established standards. report to the Company any problem that has not been satisfactorily resolved, with an explanation of the nature of the problem and the date on which it will be resolved.

9.0 INDEPENDENT CONTRACTOR

9.1 The relationship created by this Agreement between the Company and the Consultant is that of an independent contractor. Nothing in this Agreement shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between the Consultant and the Company.

10.0 DISPUTE RESOLUTION

10.1 In the event that one party to this Agreement provides written notice to the other party of a Dispute and such Dispute remains unresolved ten (10) business days after notice

is received, then unless the parties otherwise agree, the parties shall commence the following dispute resolution process:

- (a) the parties shall each appoint two (2) employees with settlement authority to meet to discuss and resolve the Dispute. Such a meeting may be in person or by video teleconference and shall occur within twenty (20) business days of the date of notice of the Dispute being received;
- (b) if the chosen employees are unable to resolve the Dispute within five (5) business days of the meeting, the parties shall proceed to mediate the Dispute. The place of mediation shall be in Montreal, province of Quebec, and the language of the mediation shall be French. Each party shall propose one experienced mediator. If the parties are unable to agree upon a mediator, the two (2) chosen mediators shall agree upon a third mediator. The mediator(s) shall be chosen within thirty (30) days of notice of the Dispute being received by the other party. The chosen mediator(s) shall establish the rules to be followed by the parties during the mediation; however, in the event of a conflict between the rules established by the mediator(s) and the provisions of this Article 10.0, this Agreement shall govern. The cost of the mediator(s) shall be split equally between the parties, unless the parties otherwise agree.

10.2 The parties shall continue the performance of their respective obligations during the resolution of any Dispute, including during any period of mediation, unless and until this Agreement is terminated or expires in accordance with its terms and conditions.

10.3 While mediating the Dispute, the parties shall use good faith and endeavor to avoid any business interruption; however, the parties shall reserve the right to refer the Dispute to a court of competent jurisdiction at any time (including during the process of mediation). If one party refers the Dispute to a court of competent jurisdiction, the parties may continue the mediation process, but shall not be obligated to do so.

10.4 Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.2 and 4.4.

11.0 NOTICE

11.1 Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given by email transmission addressed to the party to receive such notice at the address specified below:

TO: **OLD PORT OF MONTREAL CORPORATION INC.**
 333, de la Commune Ouest Street
 Montreal (Quebec) H2Y 2E2
 Attention: Serge Labelle, Director, maintenance and construction
 Email: slabelle@vieuxportdemontreal.com
 with a copy to:

CANADA LANDS COMPANY CLC LIMITED
 1 University Avenue, Suite 1700
 Toronto (Ontario) M5J 2P1
 Attention: Chief Legal Officer and Corporate Secretary
 Email: legalnotice@clc.ca

TO: •
 •
 Fax No.: •
 Attention: •
 Email: •

11.2 Any demand, notice, approval, consent or other communication sent by email transmission on a business day during business hours (9:00 a.m. to 5:00 p.m. Eastern Time) shall be deemed to be received on that day. Any demand, notice, approval, consent, or other communication sent after business hours or on a weekend or holiday shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

12.0 INSURANCE

12.1 The Consultant shall obtain and maintain throughout the Term and for two (2) years after the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto. Notwithstanding the foregoing, the Consultant is only required to maintain the insurance coverage described at 1.1(a) of Schedule "C" throughout the Term.

12.2 The Consultant shall also maintain such workers' compensation insurance as may be required by the applicable workers' compensation laws, covering all persons employed by the Consultant to perform the Services. At any time during the Term, the Consultant, on request, shall provide evidence and compliance by the Consultant with such legislation.

12.3 The provisions of Section 12.0 shall survive termination or expiration of this Agreement.

13.0 STATEMENT OF WORK

13.1 The Company may requisition Services from the Consultant by way of Statement(s) of Work, the form of which is attached as Schedule "D" to this Agreement (the "**Statement of Work**"). The Statement of Work shall be signed by duly authorized signatories of the Company, and shall indicate the specific Services to be performed including, but not limited to, quantity, price, taxes, total price, shipping instructions, requested delivery dates, billing address and any other special instructions related to the Services.

13.2 Capitalized terms used but not defined in a Statement of Work have the meanings assigned to them in this Agreement.

13.3 In the event of any inconsistency between the terms of this Agreement and those of a Statement of Work, those of the Agreement shall prevail to the extent of the inconsistency.

14.0 GENERAL

14.1 The Consultant acknowledges and agrees that it was advised by the Company to seek independent legal advice regarding this Agreement and that the Consultant has had the opportunity to obtain the same.

14.2 The following principles of interpretation apply to this Agreement:

- (a) Words importing the singular include the plural and vice versa, words importing gender include all genders and words importing persons include firms, corporations and any other legal entities;
- (b) The laws of the Province of Quebec and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Quebec;
- (c) If any of the terms or conditions of this Agreement or their application to any party or circumstances shall be held invalid by any court or other authority having jurisdiction, the remainder of this Agreement and the application to parties or circumstances other than those as to which it is held invalid shall not be affected; provided, however, if the invalid terms or conditions are essential to the rights or benefits to be received by any party, the parties shall use reasonable efforts to negotiate acceptable substitutes. If acceptable substitutes are not agreed to, a party adversely affected by the invalidity shall not be prevented by this Section from advancing any rights to claim frustration of contract or other similar remedy;
- (d) No action or failure to act by a party shall constitute a waiver of any right or duty of that party under this Agreement except as specifically agreed to in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided;
- (e) This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement;
- (f) The Consultant shall not assign, delegate or subcontract this Agreement or any part thereof to another party without the prior written consent of the Company, not to be unreasonably withheld. The Company shall have the right to assign its interests under this Agreement to any party on written notice to the Consultant;
- (g) Except to the extent otherwise expressly provided, the duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall not operate to limit any duties, obligations, rights and remedies otherwise imposed or available at law;
- (h) This Agreement shall enure to the benefit of and be binding on the parties of this Agreement and their respective successors and permitted assigns;
- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;

- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B", "C", "D" and "E" are incorporated into and form part of this Agreement;
- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, pandemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (o) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- (p) In the event that the term "Consultant" includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant's obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. *Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.*
- (r) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties to this Agreement have executed and signed this Agreement as of the date first written above.

OLD PORT OF MONTREAL CORPORATION INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have the authority to bind the Company.

•

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Corporation.

SCHEDULE "A" SERVICES

PART 1 - MANDATE

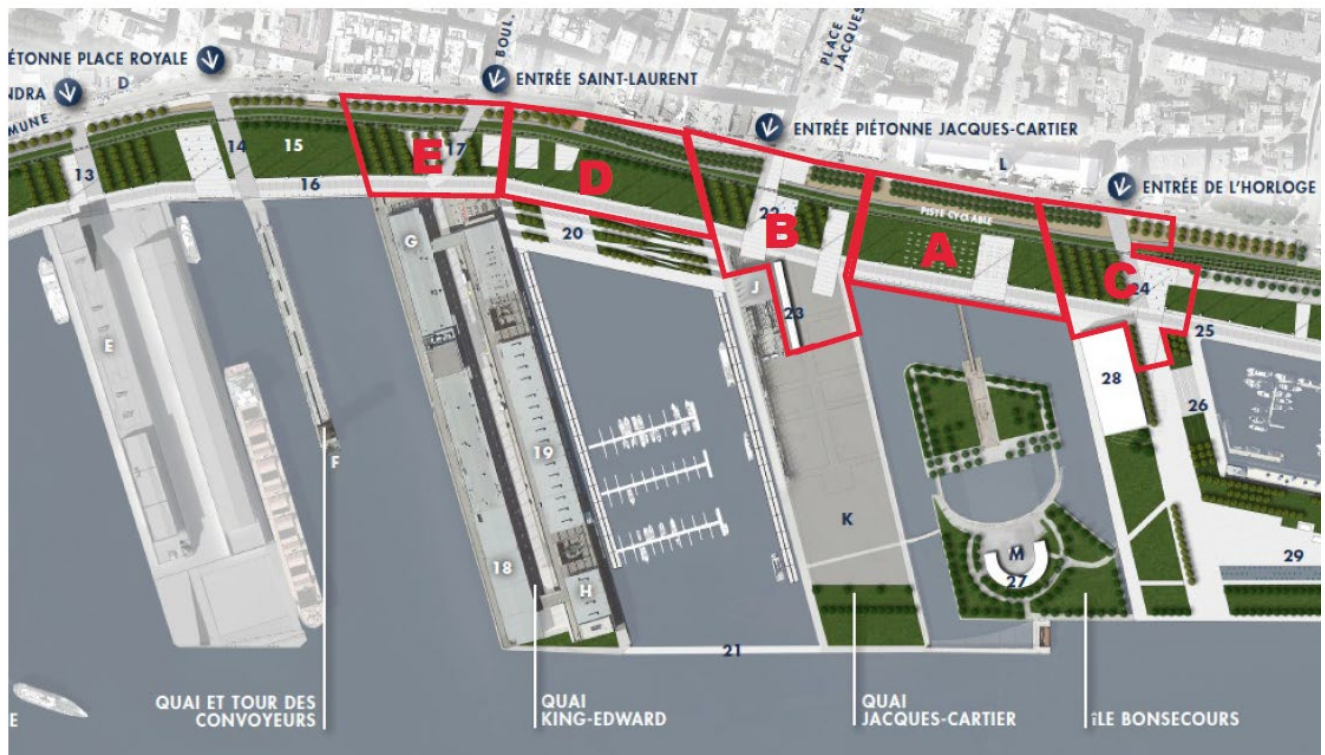
1.1 Purpose of the mandate

The Old Port of Montréal Corporation Inc. (the "**Company**") wishes to retain the professional services of a firm specializing in project management, in connection with the Project relating to the first phase of its Master Plan for the redevelopment of the Old Port (the "**Main Project**"), as well as for other construction and redevelopment projects (the "**Additional Projects**").

1.2 Description of the mandate

The Main Project consists of the design and implementation of Phase 1 of the Old Port of Montréal Master Plan, which will be developed by a landscape architect from the firm NIP Paysage. The engineering services (civil, rail, electrical, accessibility, traffic) will be provided by the firm CIMA+. The environmental services will be provided by the firm Enviroservices. As this is a "design-build" project, CIMA+ and Enviroservices will support the landscape architect in developing the performance plans and specifications for the project.

This Phase 1 includes the development of the main accesses and the esplanades from the King-Edward Entrance to the Clock Tower Quay Entrance. The total area of Phase 1 is 52,634 m² divided into five sectors. The sectors concerned are:



Sector A (14,260 m²)

- Promenade between the Jacques-Cartier Entrance and the Clock Tower Entrance.
- Esplanade between the Jacques-Cartier Entrance and the Clock Tower Entrance.
- New bike path, redevelopment of the railway easement.
- New interface with the Bonsecours Basin.

Sector B (10,431 m²)

- Pedestrian entrance and public square on Jacques-Cartier Quay.

Sector C (8,338 m²)

- Entrance to the Clock Tower and public square, new traffic configuration (pedestrians, cyclists, vehicular traffic and parking access).

Sector D (11,966 m²)

- Promenade between the King-Edward Entrance and the Jacques-Cartier Entrance.
- Esplanade between the King-Edward Entrance and the Jacques-Cartier Entrance.
- Redevelopment of the railway easement.

Sector E (7,639 m²)

- The King-Edward Entrance and public square.

The Consultant will be responsible for complete management of the Main Project and will assist the Company in all phases of the project, from design to completion of the construction work. It should be noted that the site where the work will be carried out will remain in operation throughout the project period (businesses, event programming, client visits, etc.).

The Main Project will take place over a period of approximately four years. Here is the provisional timetable:

- June 2022: Signing of the Agreement with the Company.
- Mid-January 2023: Final documents for the procurement processes related to the Design-Build Contractor (the "**Contractor**").
- Mid-February to mid-June 2023: Project design and administration, and procurement steps related to the Contractor selection.
- September 2023: Mobilization of the site.
- October 2023 to March 31, 2026: Construction work.
- June 2026: Project closure.

In addition to the Main Project, the mandate may also include, but is not limited to, additional projects involving expertise (compliance and other analyses), consulting and/or budget projections. These additional projects at the request of the Company will be the subject of a "Statement of Work" that will describe the requirements and particularities.

PART 2 - SERVICES RELATED TO THE MAIN PROJECT**2.1 General information**

The Consultant must:

- Establish a key resource team that includes a Senior Project Manager. The key personnel so identified must be made available to the Company for the full term of the Agreement. A succession plan must be put in place by the Consultant to mitigate situations of temporary or permanent absence of the Senior Project Manager and to ensure optimal management of the Main Project and not jeopardize the Company's activities. The Senior Project Manager's primary work location must be at the Old Port of Montréal. The Company will identify a workspace on its premises for this purpose. The Consultant must provide its key personnel with all the tools necessary to carry out the mandate (computer equipment,

office equipment, stationery, etc.). The key personnel identified by the Consultant must be able to rely on the multidisciplinary and complementary expertise of the other members of the Consultant's staff.

- Represent the Company and act as an intermediary between the contractors, professionals, consultants and any other party designated by the Company.
- Ensure the process of developing the Main Project by addressing and defining the Company's issues, needs and expectations and, consequently, ensure the progress of the Main Project.
- Support the Company in each phase of the Main Project's development throughout its realization, by offering the Proponent's advice and expertise, from the initiation of the Main Project until its delivery.
- Define the construction schedule and coordinate the work of the professionals involved in the Main Project.
- Provide creative professional expertise to find cost-effective, sustainable solutions in realizing the Main Project.
- Track, analyze and recommend the professionals' payment requests, from the design stage to the end of the construction work. For the requested services related to the payment requests, two forms of compensation will be used for the Main Project, namely:
 - Lump-sum remuneration for the architecture, and;
 - Hourly rate payment for the environmental engineer and engineering; the architect also has an hourly rate portion.
- Analyze the relevance of the technical change requests and see to the issuing of the change requests by the professionals and their estimates, obtaining prices from the contractors, controlling the cost of the change requests and conducting the negotiations. After receiving the final recommendation from the professionals, recommend approval of the change order to the Company.
- Validate the schedules and financial projections, evaluate the value of the work and proceed with authorizing the progressive disbursements.
- Prepare the detailed and executive monthly cost monitoring reports for the Main Project, and propose corrective measures to avoid any budgetary drift.
- Follow up on the detected risks, identify and analyze new risks as they arise, and monitor the required mitigation and response strategies to avoid schedule delays. All of these elements must be communicated to the members of the Company's committee responsible for managing the Main Project (the "**Project Committee**") for decisions and guidance.
- Propose measures concerning the elements of the design to be optimized, added or eliminated in order to respect the original budget in keeping with the Company's needs.
- Act as the Company's representative to ensure monitoring of the work and supervision of the site.
- Participate in the commissioning activities, in collaboration with the various stakeholders involved, and track the progress of the activities.
- See to the closure of the Main Project and the construction contracts.

2.2 Specific needs

The Consultant will be responsible for the smooth operation of the Main Project throughout its various phases.

Its responsibilities must be carried out in accordance with the Company's instructions and with good business practices and the applicable law.

2.2.1 Planning phase

During this phase, the Consultant's responsibilities include, but are not limited to:

- Participating in the Company's Project Committee meetings as required.
- Validating the requirements of the Main Project, including reviewing the latest version of the Master Plan.
- Identifying the concerns of the stakeholders impacted by the Main Project.
- Validating the cost estimates prepared by the professionals.
- Planning all activities related to each stage of the Main Project and establishing the schedule for their completion according to the Company's expectations.
- Establishing the management plan for the Main Project.
- Throughout the design process, ensuring that the appropriate members of the Company's management team are directly involved with the professionals and, consequently, making sure to obtain the Company's comments and incorporate them into the execution plans and specifications.
- Participating in the consultation workshops for the needs and requests of the identified Company departments.
- In conjunction with the other professionals, assessing the compatibility of the construction budget and the Company's approved program and making such comments as it deems appropriate.
- Coordinating all plan and specification development meetings with the Company and the other professionals (this service must be provided from the beginning of the draft phase to the end of the construction document preparation).
- When the Class C estimate is approved by the Company, supervising the professionals in developing the plans and specifications and ensuring that all documents necessary for execution of the Main Project request for proposals (RFP) are obtained, including the drawings, specifications and design criteria manual detailing the scope of work to be performed.

2.2.2 Procurement phase

The Consultant will be required to support the Company during the various procurement stages related to the competitive processes (request for qualifications (RFQ), RFP, etc.) implemented for the Contractor. In particular, but without being limited thereto, the Consultant must:

- Assist the Procurement department in planning and organizing the various competitive processes.
- Provide support in drafting/preparing supporting documents for the procurement process (special clauses, cost breakdown in price grids, etc.).
- Provide advice on setting deadlines.
- Provide advice on the amount of the bonds to be requested.
- Plan, organize, coordinate and be present during the Proponents' visit to the work site.

- In coordination with the various professionals and advisors designated by the Company, prepare any written addenda that may be required during the question and answer period of the various processes.
- When necessary, participate in preparing the answers to questions asked by the Proponents.
- When necessary, participate in the process of evaluating the Proposals.
- When necessary, participate in issuing recommendations to the Company.

2.2.3 Construction phase (administration and supervision of the construction)

During this phase, the Consultant's responsibilities include, but are not limited to:

- Acting as a "Professional" under the Agreement with the Contractor. It must, at all times, have access to the work, whether the work is being prepared or performed.
- At the frequency required by the work, conducting general supervision visits to determine if the work is being performed in accordance with the contract documents. The Consultant must keep the Company informed of the progress of the work and, where necessary, of any defects or incomplete work it notes, and the appropriate corrective measures. Following each visit, the Consultant must submit a visit report to the Company's Project Committee.

The general supervision carried out by the Consultant is intended to:

- Establish the work's general compliance with the professionals' documents;
- Review and evaluate representative samples of the work and make recommendations to the Company;
- Determine the incomplete or defective work and recommend the appropriate measures for completion or correction.
- Coordinating with the Finance department to identify the various assets of the Main Project for each phase of implementation. The goal is to be able to start amortizing the "capitalizable" assets throughout the implementation period of the Main Project.
- Based on its observations at the worksite and the Contractor's requests for payment, establishing the amounts due to the Contractor. In accordance with the Company's administrative standards, the Consultant shall issue the corresponding payment certificates upon completion of the work. By issuing a payment certificate, the Consultant confirms to the Company that the work has progressed to the point indicated and that the Contractor is entitled to the amount stated on the certificate (subject to any applicable contractual or special holdbacks and the Company's rights). The Consultant is responsible for obtaining the approvals from the professionals and any other stakeholders in the Main Project.
- Attending all meetings (regular or coordination) scheduled on the job site, and taking and producing the minutes of the meetings for distribution to all parties involved. In addition, the Consultant must chair said meetings unless otherwise directed by the Company. Some members of the project management team will be present at these meetings.
- Transmitting the documents submitted to it by the Contractor in a timely manner so as to not delay the work. Examples of such documents include, but are not limited to, shop drawings, product data sheets and samples.
- Providing prompt analysis of the Contractor's change requests and following up with the Company's professionals. The Consultant may, after consultation with the Company, make minor changes that do not affect the contract amount or duration of the work and are consistent with the intent of the Main Project

documents. The Consultant may not approve additional work that results in an increase of the cost of the work on behalf of the Company.

- Determining the date of substantial completion of the work and receiving and forwarding the written guarantees and related documents to the Company and the Company's professionals for review. The Consultant shall determine the date on which the work is considered fully completed. It shall advise the Company's professionals of the issuing of certificates of substantial or final completion of the work and, if necessary, certificates of acceptance or of taking possession early when the work is performed in successive phases.
- Supervising the progress in the development of the Contractor's plans and specifications.
- Coordinating the design reviews for the Contractor's submissions and ensuring that the documents meet the requirements of the drawings, performance specifications and design book.
- Validating the quality management plan and commissioning plan issued by the Contractor.
- Ensuring that the previously established commissioning steps are followed and that the Contractor's personnel perform them in accordance with their commissioning plan.
- Ensuring that disturbances to the occupants' daily operations and to the neighbourhood are minimized and that their respective assets are protected, particularly for the Port of Montréal and the railway.
- Advising the Company on the appropriateness and negotiation of change requests.
- Participating in the communication committee for the Main Project. Helping develop the public communications strategy during the Main Project and ensuring that the parties involved comply with it.
- Developing with the Old Port operations team and the Contractor's team the operations and communications plan during the construction work to minimize the operational impacts of the construction, and following up.

2.2.4 Main Project closure phase

During this phase, the Consultant's responsibilities include, but are not limited to:

- Ensuring that training sessions are held for the Company's operators and maintenance personnel.
- Verifying that the operation and maintenance manuals, guarantees, annotated blueprints, annotated shop drawings and other relevant documents have been provided to the Company.
- Recommending acceptance of the work, with the necessary reservations as required.
- Ensuring that the work to be completed and the correction of deficiencies are done correctly and in a timely manner.
- Ensuring that the final inspections are performed by the appropriate professionals and obtaining their recommendation for final acceptance of the work.
- Verifying that as-built plans and specifications are obtained for each discipline, whether or not there have been any changes during construction.

PART 3 - SERVICES RELATED TO THE ADDITIONAL PROJECTS

The Consultant must be able to:

- Provide professional services for management of small or medium-size projects as well as any other service necessary for the proper execution of the various additional projects that will be entrusted to it.
- Work closely with the management representatives of the Company's Maintenance and Construction department, as well as any other Company department or employee.
- Collaborate with the various contractors under contract with the Company. The specialties of the contractors under contract with the Company include, but are not limited to:
 - Fire protection;
 - Power generators;
 - Level-crossing protection systems;
 - Plumbing;
 - Electrical;
 - Civil engineering;
 - Environmental engineering;
 - Elevators;
 - Building mechanical systems;
 - Quay winterization and related work;
 - Door and window maintenance;
 - General contracting.

PART 4 - DOCUMENTS, LANGUAGES AND TIME ZONE

4.1 Documents to be provided

As part of the services provided, the Consultant must use MS Word and Excel for the texts or spreadsheets to be produced, and schedules must be produced in MS Project.

Documents and correspondence must be written on 8.5 X 11 inch (or ISO standard A4) paper, or 11 X 17 inch (or ISO standard A3) paper.

4.2 Language and operation

The Consultant must be able to:

- Provide the Services, including all correspondence, project meetings, and drafting of Project deliverables, in both official languages of Canada, but primarily in French;
- Communicate with the Company's employees in the official language of their choice;
- Operate and provide its services to the Company according to the same time zone as that of the Company: Eastern Time (Province of Québec).

PART 5 - BUDGET AND REMUNERATION

5.1 Budget for Phase 1 of the Old Port of Montréal Master Plan

The total estimated budget for this phase is \$50,000,000 and includes all professional fees and construction contingencies.

5.2 Remuneration

The Consultant will be remunerated by the Company on the basis of hourly rates established according to the profile of those involved in the performance of the Services. The time billed will be calculated by rounding to the nearest quarter hour, and any portion of 15 minutes worked can be billed as a quarter hour.

Reimbursable expenses are the actual expenses without markup, and the Consultant must submit its invoices with all supporting documentation necessary to verify the amounts claimed. They include the costs incurred for the following:

- Charges to reproduce plans and other non-standard documents;
- Courier fees.

The time and cost for transportation, as well as the time and cost for meals, are not included in the fees and must not be invoiced.

SCHEDULE "B"
FEES AND EXPENSES

[Insert price as submitted by the Preferred Proponent]

The Consultant shall be compensated by the Company on the basis of hourly rates established above according to the role of the provider involved in the performance of the Services. The time billed will be calculated to the nearest quarter hour and any part of the quarter hour worked may be billed as a quarter hour.

Reimbursable expenses shall be actual expenses without mark-up, and the Consultant must present its invoices accompanied by all necessary supporting documents to confirm the amounts sought.

Reimbursable expenses shall include costs incurred for the following:

- Costs of reproducing plans or other non-standard documents;
- Courier charges.

Travel and meal expenses shall not be included in the Expenses shall not be charged.

**SCHEDULE "C"
INSURANCE**

- 1.1 The Consultant shall (and shall ensure that its subconsultants shall) pay for and maintain in full force and effect with insurance company(s) admitted/licensed by the Province of Quebec or other Canadian jurisdictions to do business in the Province of Quebec and rated not less than "A" in A.M. Best Insurance Key Rating Guide, or an equivalent independent insurer rating agency, the following policies of insurance, with deductibles and self-insured retentions being declared and subject to approval by the Company:
- (a) automobile liability insurance covering all licensed motor vehicles owned, rented or leased having a limit of \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property;
 - (b) all risks property insurance covering all property that is owned, rented or leased and to be used for the performance of the Services for the full replacement cost value of such property;
 - (c) professional errors and omissions liability insurance in an amount not less than \$2,000,000 per claim and in the annual aggregate, and the Consultant must notify the Company if any claims made against this policy erode the policy limits below those required;
 - (d) commercial general liability insurance covering all operations in connection with the Agreement on an occurrence basis with a combined single limit of \$5,000,000, inclusive, for each occurrence for third party bodily injury, including death, personal injury and damage to property, including loss of use thereof and such coverage shall include, but not be limited to, the following:
 - (i) blanket contractual liability;
 - (ii) broad form property damage including completed operations;
 - (iii) broad form property damage;
 - (iv) cross liability and severability of interest clause;
 - (v) additional insured endorsement;
 - (vi) non-owned automobile liability; and
- 1.2 Insurance coverage in Section 1.1 of this Schedule "C":
- (a) will be primary to the extent of fault of the Consultant or its subconsultants; and
 - (b) except for the insurance coverage specified in subsections 1.1(a) and 1.1(c), must name the Company (OLD PORT OF MONTREAL CORPORATION INC.) and Canada Lands Company CLC Limited as an additional insured and any subconsultants attending at the location of the Project as additional insureds.
- 1.3 To the fullest extent permitted by law, the Consultant hereby releases the Company, its directors, officers, employees and others working on its behalf from and against any and all liability or responsibility to the Consultant or anyone claiming through or under the Consultant by way of subrogation or otherwise, for any loss. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the Term of this Agreement.
- 1.4 The Consultant shall and shall ensure that its subconsultants shall:

- (a) provide the Company with a certificate of insurance for the policies described in section 1.1 within ten (10) business days of the date of this Agreement or prior to commencement of the Services, whichever is earlier, and certificates of insurance evidencing renewal of these policies within twenty (20) business days of their expiry date where such policies expire prior to final completion of the Services;
 - (b) be responsible for the deductibles relating to the insurance proceeds under the required insurance;
 - (c) place all policies with insurers that are licensed to provide insurance in the Province of Quebec in a form acceptable to the Company; and
 - (d) ensure that each insurance policy required shall be endorsed to state that coverage shall not be cancelled or materially amended except after thirty (30) days' prior written notice by certified or registered mail, return receipt requested, has been given to the Company. The insurer must provide the Company with notification of any cancellation of any coverage and the Consultant must provide the Company with notification of any major change, modification or reduction in coverage.
- 1.5 If the Consultant, or any subconsultant, fails to furnish the Company with a certificate of insurance for each policy required to be provided by the Consultant or the subconsultant, or if after furnishing the certificate of insurance, the policies lapse, are cancelled or are materially changed, then in every case the Company may, but shall not be obligated to, obtain and maintain such insurance in the name of the Consultant or any subconsultant. The cost thereof shall be payable by the Consultant to the Company on demand, and the Company may at its election deduct the cost from any monies that are due or may become due to the Consultant.
- 1.6 Neither the providing of insurance by the Consultant in accordance with the requirements of the Agreement, nor the insolvency, bankruptcy, or failure of any insurance company to pay any claim, shall be held to relieve the Consultant from any other provisions of the Agreement with respect to liability of the Consultant, or otherwise.

SCHEDULE D
PREFERRED FORM OF STATEMENT OF WORK

STATEMENT OF WORK NUMBER •

Dated the • day of •, 202•

BETWEEN:

Owner **OLD PORT OF MONTREAL CORPORATION INC.** (the “Company”)
 Address 333, de la Commune Ouest Street
 Montreal (Quebec) H2Y 2E2

Consultant • (the “Consultant”)
 Address •

In Accordance with: Principal Consulting/Professional Services Agreement dated • day of •,
 202• between the Consultant and the Company (the “Agreement”)

WITH REGARD TO the reciprocal commitments set forth in the Agreement, the parties agree as follows:

DETAILS OF THE STATEMENT OF WORK

Delivery Method	Methods of Payment	Due Date
	According to Section 3.2 of the Agreement	

Description of Services to be Rendered	Total
	\$
Subtotal:	
Applicable Taxes:	
Total:	

[Note to draft: Insert other details regarding the services as necessary]

ADDITIONAL TERMS AND CONDITIONS

The Agreement remains in force and effect and all Services shall be performed in the same manner as set out in the Agreement, unless otherwise expressly provided for by written agreement between the Parties. In the event of a conflict between the Agreement and this Statement of Work, the Agreement shall prevail.

Capitalized terms used but not defined in this Statement of Work have the same meanings given to them in the Agreement.

This Statement of Work may be executed in several copies, each of which shall be deemed to be an original and all such copies shall constitute one and the same instrument. Copies may be signed in their original format, in PDF format, by e-mail, or by fax and the parties to this Statement of Work must accept any signature received by e-mail or facsimile as the original signature of the parties. Each party agrees to provide the other with a copy bearing the original signatures of this Statement of Work and within a reasonable period of time following the signing of this Statement of Work.

The parties hereto have explicitly requested and hereby accept that this Statement of Work be drawn up in English. *Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Statement of Work » soit rédigé en anglais.*

IN WITNESS WHEREOF, the parties hereto have executed and signed this Statement of Work on the date indicated above.

OLD PORT OF MONTREAL CORPORATION INC.

•

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We are authorized to bind the Company.

I am/We are authorized to bind the Corporation.

SCHEDULE "E"
EFT TERMS AND CONDITIONS

ELECTRONIC FUNDS TRANSFER TERMS AND CONDITIONS

THIS EFT AGREEMENT dated • day of • 202 •

BETWEEN:

OLD PORT OF MONTREAL CORPORATION INC. (the "Company")

- and -

[Insert name of the Consultant] (the "Consultant")

IN CONSIDERATION of the amounts payable by the Company to the Consultant according to the **[Insert name of the Agreement]** Agreement signed between the Company and the Consultant on **[Insert date of the Agreement]**, the Parties have agreed to the following:

These Electronic Funds Transfer Terms and Conditions (the "**EFT Agreement**") shall become effective upon execution by the Consultant of the EFT Agreement and upon receipt by the Company of the completed Electronic Funds Transfer Authorization Form (the "**EFT Form**") and the Consultant's specimen voided cheque or a bank-stamped pre-authorized payment form.

Definitions – For the purposes of this Agreement,

- (i) "**Processing Institution Account**" means the Consultant's account at the financial institution;
- (ii) "**Processing Institution**" means the financial institution that holds the account to be credited/debited by means of electronic funds transfer;
- (iii) "**Payables Payments**" means amounts receivable by the Consultant (fees and reimbursement of expenses) according to the **[Insert name of the Agreement]** Agreement signed between the Company and the Consultant on **[Insert date of the Agreement]**.

Method of Payment – The Consultant acknowledges that the Company will process all Payables Payments by electronic funds transfer. The Consultant agrees that it will no longer be receiving a paper cheque or a paper explanation of the payment.

In the event that the Company is unable to release one or more payments by way of Electronic Funds Transfer, the Consultant agrees to either a) accept payment by cheque or some other mutually agreeable method of payment; or b) request the Company to extend the payment due date until such time as the Company can make payment by Electronic Funds Transfer.

The Company shall make payment to the Consultant using the banking information provided by the Consultant on the EFT Form. In the event that the information provided has changed, the Consultant shall be responsible to provide the Company with updated information. The Consultant undertakes to inform with sufficient prior written notice to the Company of any changes in the Processing Institution Account information provided in the EFT Form.

Authorization – The Consultant hereby authorizes the Company to deposit or draw on the Processing Institution Account, for the following purposes: a) deposit the Payables Payments according to the invoices submitted by the Consultant to the Company; b) debit the Consultant's Processing Institution Account if an erroneous remittance was made. The Processing Institution Account that the Company

is authorized to deposit or draw upon has been specified by the Consultant on the EFT Form, and the Consultant's specimen void cheque or a bank-stamped pre-authorized payment form has been attached to the said EFT Form.

The Consultant declares and acknowledges to have contacted its Processing Institution to discuss the implementation of the Electronic Funds Transfer payment with the Company, and confirms that the Processing Institution will be able to accept the payments done through Electronic Funds Transfer on its behalf. The Consultant also declares and acknowledges to pay any and all service charges that its Processing Institution may levy for this service.

Continuing Authorization – This authorization is continuing and the Company may rely on this authorization for all financial transactions relating to the Payables Payments, until the Consultant notifies the Company of any changes in writing.

Revocation & Change – The Consultant may change or revoke the authorization given to process all Payables Payments via electronic funds transfer at any time upon providing ten (10) business days written notice to the Company, using the EFT Form. Revocation of the authorization does not terminate any contract for goods or services that exists between the Consultant and the Company. The authorization only applies to the method of payment and does not otherwise have any bearing on the contract for the goods or services exchanged.

Erroneous Remittance – In the event of an erroneous remittance, the Consultant acknowledges responsibility for ensuring sufficient funds are available in its Processing Institution Account for the Company to recover the amount. The Consultant agrees to notify the Company and return the funds in full within the 48 hours of receipt without dispute of any erroneous payment. After 48 hours, interest at the rate of 10% will apply if the amount is not returned in full. If the Consultant does not reimburse the funds, then in addition to any other remedies, the Company can offset those amounts against any other amounts owed to the Consultant. To ensure accounting integrity, the Consultant agrees to not use these funds to offset other liabilities owing to them.

Liability for uncompleted transfers – If an uncompleted transfer occurs because the Company used the Consultant's information provided on the EFT Form incorrectly, the Company remains responsible for making a correct payment as soon as reasonably possible after being notified of the uncompleted transfer.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are no longer in the control of the Company, the Company is deemed to have made payment and the Consultant is responsible for recovery of any erroneously directed funds.

If an uncompleted or erroneous transfer occurs because the Consultant's information provided on the EFT Form was incorrect and if the funds are still in the control of the Company, the Company shall not make payment until the updated information is provided by the Consultant.

In no event shall the Company be liable for any special, incidental, exemplary, or consequential damages as a result of the delay, omission, or error in the transmission of an electronic payment, even if the Company has been advised of the possibility of such damages. In addition, neither party shall be liable for the act or omission of any financial institution or other party.

Prompt Payment – A payment shall be deemed to have been made in a timely manner as soon as the amount has been debited from the Company's bank account.

Notification – The Consultant hereby waives the right to receive pre-notification of the amount of each pre-authorized debit or deposit authorized by the EFT Form and agrees it does not require advance notice of the amount of the pre-authorized debits or deposits before they are processed.

The Consultant acknowledges that it has reviewed and hereby agrees to be bound by all the terms and conditions set out in this EFT Agreement.

IN WITNESS WHEREOF the parties to this EFT Agreement have executed this EFT Agreement as of the date first written above.

OLD PORT OF MONTREAL CORPORATION INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Company.

[INSERT CONSULTANT LEGAL NAME]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation.

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM
(The "EFT Form")

Privacy Notice – The EFT Form collects a minimum set of personal information regarding the Consultant. The personal information is used for enabling the Company for the Electronic Funds Transfer process. Furnishing the requested bank information is voluntary and the Consultant understands that the decision not to do so will require payment by another method. Information collected on this EFT Form will be kept in accordance with the requirements of the *Privacy Act* (Canada). All fields on the form are required to be completed before submitting it for processing. The voided cheque or the bank-stamped pre-authorized payment (PAP) form will be kept in the file to ensure the accuracy and integrity of the banking information provided on this EFT Form.

Request type: New Setup Change to existing Instructions Cancel existing Instructions

Effective date: _____ (dd/mm/yyyy)

Consultant Information

Full Legal Name
Address
City/Town
Province
Postal Code
Country
GST/HST Number
QST Number
Quebec Enterprise Number (NEQ)
Remittance E-mail*
Contact Name
Contact Phone Number

* The remittance e-mail is the e-mail to which the invoice number, invoice amount paid and the date of the payment will be sent to.

(If applicable) For any orders to be made by the Company to the Consultant in accordance with the Services Agreement signed between the Company and the Consultant on **[Insert date of the Agreement]**, the following e-mail(s) from the Consultant should be used:

_____.

Banking Information

Institution Number

Account Number

Transit/Branch Number

Bank Name

Bank Address

 Chequing Savings Business Personal

* Please attach one of the following:

- a) Voided cheque OR
- b) Bank-stamped pre-authorized payment (PAP) form

Acknowledgement and Consent

I(We) hereby authorize OLD PORT OF MONTREAL CORPORATION INC. to direct payments electronically to the bank account specified here. I(We) have read and accepted the Electronic Funds Transfer Terms & Conditions provided by OLD PORT OF MONTREAL CORPORATION INC. and I(we) represent that the information contained in this Electronic Funds Transfer Authorization Form is true, correct and complete.

I(We) understand and acknowledge that this authorization agreement is effective as of the effective date above and is to remain in full force and effect until OLD PORT OF MONTREAL CORPORATION INC. has received notification of its termination. I(We) agree to submit an updated Electronic Funds Transfer Authorization Form to OLD PORT OF MONTREAL CORPORATION INC. for the cancellation of this authorization or to make any changes to the information provided within this authorization.

[INSERT CONSULTANT FULL LEGAL NAME]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the corporation.

Please send completed authorization form and signed EFT Agreement with the voided cheque or bank-stamped pre-authorized (PAP) form by email to factures@vieuxportdemontreal.com.