

EcoStay Program Terms & Conditions

Effective March 21, 2023.

This document, together with the EcoStay Hotel Program Enrolment Form (submitted digitally), establishes the terms and conditions for Hotel's participation in the EcoStay Program (the "Program").

EcoProjects. For the purposes of this Agreement "EcoProject" means specific and identifiable actions that reduce, avoid or eliminate greenhouse gases, measured in metric tonnes of carbon dioxide equivalents ("Tonnes").

1. Relationship. Hotel is an independent business engaged in purchasing LivClean EcoProjects. Hotel is not an agent or legal representative of LivClean for any purpose, and has no authority to act for, bind or commit LivClean.

2. Term, Limitations, Termination

2.1. The term of this Agreement is twelve (12) months from the effective date set out above (the "Effective Date"). This Agreement shall automatically renew on each subsequent year for a one-year term, unless it is terminated earlier in accordance with this Agreement.

2.2. Hotel may terminate this Agreement without cause upon thirty (30) days written notice.

2.3. LivClean may terminate this Agreement without cause at any time upon thirty (30) days written notice or with cause at any time upon thirty (30) days written notice.

2.4. Neither the expiration nor earlier termination of this Agreement shall release either party from any obligation which has accrued as of the date of termination.

3. Hotel Obligations. In addition to the rights and obligations set out in the Program Description and agrees to the following:

3.1. Hotel and its representatives shall have sufficient general knowledge of the Program and will have access to appropriate Program sales and technical training and agree to utilize such knowledge and training.

3.2. Hotel shall use best efforts to begin the Program on the Program Launch Date.

3.3. Hotel shall use best efforts to market the Program, and shall use the promotional materials supplied or approved by LivClean.

3.4. Hotel shall utilize their billing system such that the EcoStay Fee is automatically added to every order.

3.5. Hotel shall keep accurate and up to date accounting records pertaining to the EcoStay Fee (defined below in section 7) collected and provide such information to LivClean upon request to enable LivClean to verify the validity of fees collected.

3.6. Hotel acknowledges that LivClean retains the right to audit Hotel's books to verify reported LivClean EcoFee and Collection Report (defined below in section 8) numbers.

3.7. Hotel acknowledges that LivClean may not continue to offer specific EcoProjects indefinitely or for any specific period. LivClean specifically reserves the right to modify any of the specifications or characteristics of its EcoProjects, or to remove any EcoProject product from the market.

3.8. Hotel agrees that LivClean may list the Hotel as a program participant on their web pages, along with Hotel's logo, EcoGoals and other Program achievements.

5. EcoProjects. LivClean and Hotel agree that Hotel will remit to LivClean 75% of the EcoStay Fees collected, and that LivClean will purchase EcoProjects on Hotel's behalf.

5.1 Hotel understands and agrees that LivClean may, in its sole discretion, amend the EcoProjects from time to time.

5.2 Hotel agrees that the price Hotel will pay for EcoProjects purchased hereunder shall be the Price per Tonne of **\$30 CAD for Canadian EcoProjects and \$35 USD for US EcoProjects** (the "Price"). The Price does not include any applicable taxes including provincial sales tax and goods and services tax.

- 5.3 Hotel understands and agrees that LivClean may, in its sole discretion, amend the Price from time to time upon 30 days written notice from LivClean.
- 5.4 Hotel agrees that the quantity of EcoProject Tonnes Hotel will purchase shall be the allocated EcoProject percentage of the total LivClean EcoFee collections divided by the Price (the "Quantity").
- 5.5 Once payment is received in full, LivClean shall assign and/or retire the Quantity of EcoProjects in Hotel's name.
- 5.6 Hotel or LivClean may not resell purchased, assigned or retired EcoProjects.
- 5.7 LivClean will provide Hotel with on-line portal and microsite display of the EcoProjects purchased to date.

6. LivClean EcoFee Collection

6.1 Hotel agrees to collect the EcoStay EcoFee as specified in Enrollment Form (the "EcoFee") from all Hotel customers (collectively, "Customers") by automatically adding it to every guest's bill via the Hotel's on-line PMS/POS or on-line booking system.

6.2 The EcoFee does not include any applicable taxes including, provincial sales tax or goods and services tax.

6.3 Hotel's Customer may choose to refuse the EcoFee, in which case the EcoFee may be reversed from or credited to such Customer's bill.

7. EcoFee Reporting and Payment

7.1 Within 15 days of the end of each calendar month, Hotel shall report the previous month's: (i) actual number of orders and (ii) total EcoFees collected, on-line reporting portal ("Collections Report").

7.2 Hotel agrees that if Collections Report is not submitted within 15 days of the end of a calendar month, LivClean may estimate the total EcoFees collected as [Number Rooms x 30 x EcoFee].

7.3 LivClean shall invoice Hotel, via e-mail for 75% of the total reported or estimated EcoFees collected (the "Remittance Amount").

7.4 Any payments due will be automatically withdrawn 5 days after the invoice due date, from Hotel's choice of payment method as specified in Schedule B.

7.5 Any payments not received within 20 days of receipt of invoice (35 days from end of the collection period) will be subject to interest at a rate of 2% per month (26.82%) per year calculated from the date such remittance was due.

7.6 If payment due is not received within 45 days of due date, Hotel's participation in program may be terminated by LivClean. Hotel's obligation to make payments hereunder including any Remittance Amounts which arose prior to the termination date shall survive termination and continue to be due and payable to LivClean.

8. Public Disclosure, Registries and Web Listings

8.1 Hotel agrees that LivClean may list the Hotel on their web page, along with Hotel's logo, and Program achievements.

8.2 Hotel agrees that LivClean may, if required, on Hotel's behalf, request that third party Registry retire purchased EcoProjects in the Hotel's name, and Hotel's name will thus appear on the third party Registry.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LIVCLEAN NOR ITS REPRESENTATIVES SHALL BE LIABLE TO HOTEL FOR ANY LOSS, CLAIM, ACTION, CAUSE OF ACTION, DAMAGE OF ANY NATURE, (INCLUDING ANY INFRINGEMENT CLAIMS, SPECIAL, PUNITIVE INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS LOST REVENUE OR PROFITS), WHICH MAY BE DIRECTLY OR INDIRECTLY SUFFERED BY HOTEL OR ANY CLAIMS AGAINST HOTEL BY A THIRD PARTY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT. THE TERMS AND PROVISIONS OF THIS SECTION CONSTITUTE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

10. Use of LivClean and LivClean Program Trademarks. Hotel acknowledges the following: (i) LivClean owns all right, title and interest in the Program and the LivClean and EcoStay names and logotypes; and (ii) Hotel will acquire no interest in any such trademarks or trade names by virtue of this Agreement. During the term of this Agreement, Hotel may indicate to the trade and to the public that it is an authorized participant in the Program and may use the EcoStay logo on Hotel's website.

12. Product Warranty

- a. LivClean represents and warrants that all EcoProjects sold hereunder shall be independently verified and validated by reputable third parties to ISO 14064-3 standards. To the maximum extent permitted by law, LivClean makes no representations or warranties, express or implied, except those set out in this Agreement.
- b. LIVCLEAN'S WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Confidential and Proprietary Information. LivClean and Hotel shall each exercise due diligence to maintain in confidence and not disclose to any third party any confidential or proprietary information furnished by the other to it on a confidential basis. The provisions of this Section shall survive for five (5) years beyond the expiration, non-renewal or termination of this Agreement.

14. Privacy. Hotel acknowledges that LivClean collects, records, uses and discloses Hotel's information for purposes related to its business and to obtain and retire EcoProjects on Hotel's or its Hotel's behalf and that LivClean may enter into arrangements related thereto that require disclosure of Hotel's information. Hotel hereby consents to LivClean disclosing Hotel's information to LivClean's current and prospective suppliers, creditors, service providers, agents, affiliates and other third parties in order for LivClean to obtain and retire EcoProjects hereunder or in connection with LivClean's business and Hotel hereby consents to such parties' collection, holding, use and disclosure of such information. Hotel understands that Hotel can provide written notice to LivClean at any time to stop using Hotel's personal information.

15. Assignment. LivClean, in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without Hotel's consent. Hotel may not assign this Agreement without LivClean's consent. This Agreement shall be binding upon and enure to the benefit of LivClean's and Hotel's respective successors and assigns.

16. Miscellaneous. Notices under this Agreement must be sent by facsimile or registered mail to the appropriate party at its address as set out below (or to a new address if the other has been properly notified of the change). A notice will not be effective until the addressee actually receives it. This Agreement and its schedules represent the entire agreement between the parties regarding this subject. This Agreement supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in writing and signed by an authorized representative of each party. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control. The law of the Province of Ontario governs this Agreement and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

17. Counterparts. This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Agreement. Digital submission of on-line Hotel Enrollment Form shall be considered as effective as a manually executed copy of this Agreement by Hotel.

Contact Information:

LivClean Corp., 27 Birch Hill Lane, Oakville, ONTARIO, Canada L5R 3K6

www.livclean.ca

TOLL FREE: 877-430-3007

TEL: +1 (905) 338-3113

E-MAIL: contact@livclean.ca

Hotel Contact information provided on EcoStay Hotel Program Enrollment Form.