

LivClean Program Terms & Conditions

Effective October 21, 2022.

This document, together with the Member Enrollment Form (submitted digitally), establishes the terms and conditions for Member's participation in the LivClean 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. Member is an independent business engaged in purchasing LivClean EcoProjects. Member 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. Member 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. Member Obligations. In addition to the rights and obligations set out in the Program Description and agrees to the following:

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

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

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

3.4. Member shall utilize their billing system such that the LivClean EcoFee is automatically added to every order.

3.5. Member shall keep accurate and up to date accounting records pertaining to the LivClean EcoFee (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. Member acknowledges that LivClean retains the right to audit Member's books to verify reported LivClean EcoFee and Collection Report (defined below in section 8) numbers.

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

5. EcoProjects. LivClean and Member agree that Member will remit to LivClean the total LivClean EcoFees collected, as specified in Member Enrollment Form and that LivClean will purchase EcoProjects on Member's behalf, as specified in Member Enrollment Form.

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

5.2 Member agrees that the price Member 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 Member 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 Member agrees that the quantity of EcoProject Tonnes Member 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 Member's name.

5.6 Member or LivClean may not resell purchased, assigned or retired EcoProjects.

5.7 LivClean will provide Member with on-line portal and microsite display of the EcoProjects purchased to date.

6. LivClean EcoFee Collection

6.1 Member agrees to collect the LivClean EcoFee as specified in Enrollment Form (the "LivClean EcoFee") from all Member customers (collectively, "Customers") by automatically adding it to every Customer bill, via the Member's on-line ordering or in-store POS system.

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

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

7. LivClean EcoFee Reporting and Payment

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

7.2 Member agrees that if Collections Report is not submitted within 15 days of the end of a calendar month, LivClean may estimate the total LivClean EcoFees collected as [Average monthly orders x LivClean EcoFee].

7.3 LivClean shall invoice Member, via e-mail, for EcoProjects, for the total reported or estimated LivClean EcoFees collected (the "Remittance Amount").

7.4 Any payments due will be automatically withdrawn 5 days after the invoice due date, from Member'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, Member's participation in program may be terminated by LivClean. Member'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 Member agrees that LivClean may list the Member on their web page, along with Member's logo, and Program achievements.

8.2 Member agrees that LivClean may, if required, on Member's behalf, request that third party Registry retire purchased EcoProjects in the Member's name, and Member'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 MEMBER 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 MEMBER OR ANY CLAIMS AGAINST MEMBER 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. Member acknowledges the following: (i) LivClean owns all right, title and interest in the Program and the LivClean names and logotypes; and (ii) Member will acquire no interest in any such trademarks or trade names by virtue of this Agreement. During the term of this Agreement, Member may indicate to the trade and to the public that it is an authorized participant in the Program and may use the LivClean logo on Member'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 Member 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. Member acknowledges that LivClean collects, records, uses and discloses Member's information for purposes related to its business and to obtain and retire EcoProjects on Member's or its Member's behalf and that LivClean may enter into arrangements related thereto that require disclosure of Member's information. Member hereby consents to LivClean disclosing Member'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 Member hereby consents to such parties' collection, holding, use and disclosure of such information. Member understands that Member can provide written notice to LivClean at any time to stop using Member's personal information.

15. Assignment. LivClean, in its sole discretion, may assign, pledge or transfer this Agreement or the proceeds therefrom without Member's consent. Member may not assign this Agreement without LivClean's consent. This Agreement shall be binding upon and enure to the benefit of LivClean's and Member'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 Member Enrollment Form shall be considered as effective as a manually executed copy of this Agreement by Member.

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

Member Contact information provided on Member Enrollment Form.