

EQUIPMENT RENTAL AGREEMENT

READ BEFORE SIGNING: By signing below, Customer: (i) agrees that Customer has received, read, and agreed to the Rental and Service Terms set out below, respectively, which are incorporated by reference into this Agreement; (ii) authorizes M&B to charge the payment method provided per the above referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition reports. By agreeing to the terms set out herein, you agree to (1) indemnify M&B for losses relating to this transaction; (2) that M&B's liabilities are limited; and (3) that M&B makes no warranties as to the Equipment's merchantability, quality, or fitness for a particular purpose; as well as other Terms affecting your rights.

CUSTOMER SIGNATURE

DATE

CUSTOMER NAME

M&B REPRESENTATIVE

DELIVERED DATE

NOTICE: By accepting delivery of the Equipment listed above or making payments to M&B for the Equipment listed above, Customer agrees to be bound by the Rental and Service Terms herein, even if this Equipment Rental Agreement has not been fully executed. Copies of the Rental and Service Terms are available in paper form upon request.

RENTAL AND SERVICE TERMS

Rental of equipment from or provision of services by M&B Equipment

Last update: _____ __, 202__

Please read carefully. These terms include an indemnification clause, a class action and jury waiver, and limitations of M&B's liability. By accepting delivery of the equipment or services defined below or making payments to M&B for the same, customer agrees to be bound by the Rental and Service Terms even if the Equipment Rental Agreement has not been fully executed.

1. DEFINITIONS

"Agreement" means the Reservation Details (as defined below), together with any associated Equipment Rental Agreement (as defined below) and including these Rental and Service Terms which are incorporated by reference therein.

"Credit Card" means the credit card provided by customer as part of this agreement or otherwise kept on file with M&B.

"Customer" means the person or entity identified as such in the reservation details or any representative, agent, officer or employee of customer.

"Equipment" means any one or more of the items identified as rental items in the reservation details and any accessories, attachments, or other similar items delivered to Customer including but not limited to any items rented in association with other services provided by M&B in connection with the rental of Equipment.

"Qualified Operator" means any individual who is permitted by Customer to operate the Vehicle. This includes individuals identified in the Equipment Rental Agreement as additional QUALIFIED OPERATOR(S). All Qualified Operators must have a valid operator's license (as applicable), and relevant experience and training to operate the Equipment. By operating the Equipment, a Qualified Operator will be deemed jointly and severally responsible for Customer's obligations related to the Equipment and for any obligations that the Rental and Service Agreement imposes on a Qualified Operator of the Equipment.

"Equipment Rental Agreement" means the agreement made between Customer and M&B for M&B to rent Equipment and/or provide Services, whether that agreement is made in person at the Store Location, online or at the time of Equipment delivery, and which incorporates by reference these Rental and Service Terms.

"Rental Period" means the period of time between the "Rental Out" and "Scheduled In," set forth in the Reservation Details, except that the Rental Period may terminate earlier as provided in Sections 21 and 31 hereof or if Customer returns the Equipment earlier.

“Reservation Details” means the Equipment, Rental Period, delivery information, payment information and other information set forth on the Confirmation/Order Summary Screen or the Rental and Service Agreement, as the case may be.

“Service” or **“Services”** means the delivery, pick up and repair of Equipment and other services provided by M&B in connection with the rental of Equipment.

“Store Location” means the M&B address set forth in the Equipment Rental Agreement.

“Tanks” means the Equipment, identified as rental items as part of the Fluid Solutions Services, in which Customer stores materials.

“M&B” means M&B Equipment, a division of Custom Cubes Ltd.

“Vehicle” means a motor vehicle or EV (as defined below) identified as the rental item(s) in an Equipment Rental Agreement, reservation detail, or similar document; **“EV”** means an electric or battery-powered motor vehicle with a non-combustion engine that is identified as an EV or electric vehicle rental item(s) in an Equipment Rental Agreement, reservation detail, or similar document; and **“Vehicles”** collectively refers to each such Vehicle. For avoidance of doubt, a Vehicle is Equipment, but where the terms & conditions pertain specifically to Vehicles, those terms control.

“Non-Hazardous Waste” means any material, substance or waste that does not fall under the definition of “Regulated Materials” defined in Section 8.

2. AUTHORITY TO SIGN

Any individual signing the Agreement represents and warrants that he or she is of legal age and has the authority and power to sign this Agreement on behalf of Customer.

3. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS M&B, AND ALL OF ITS RESPECTIVE OFFICERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, PARENTS, AND SUBSIDIARIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, DAMAGE, OR COSTS, INCLUDING, BUT NOT LIMITED TO, LEGAL FEES, LOSS OF PROFIT, BUSINESS INTERRUPTION, OR OTHER SPECIAL OR CONSEQUENTIAL DAMAGES; DAMAGES RELATING TO PROPERTY DAMAGE, BODILY INJURY, OR DAMAGES RELATING TO WRONGFUL DEATH, ARISING OUT OF OR RELATED TO: (A) THE INSTALLATION, OPERATION, USE, ALTERATION, MODIFICATION, REMOVAL, POSSESSION, OR RENTAL OF THE EQUIPMENT; (B) CLAIMS BY ANY CUSTOMER, INDEPENDENT CONTRACTOR, OR CUSTOMER EMPLOYEE AGAINST CUSTOMER, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT CUSTOMER FAILED TO DISCLOSE OR OBTAIN CONSENT TO DATA COLLECTION CONTEMPLATED UNDER THIS AGREEMENT; OR (C) ERRORS, OMISSIONS, INACCURACIES, OR MISREPRESENTATIONS, WHETHER INTENTIONAL OR INADVERTENT, IN THE DOCUMENTS OR OTHER INFORMATION PROVIDED BY CUSTOMER OR OBTAINED FROM OTHERS, INCLUDING ANY THIRD-PARTY DOCUMENTS OR DOCUMENTATION UPON WHICH M&B RELIES WHEN PROVIDING THE EQUIPMENT OR SERVICES. THIS INDEMNITY PROVISION ALSO APPLIES TO ANY CLAIMS ASSERTED AGAINST M&B BASED UPON STRICT PRODUCT LIABILITY CAUSES OF ACTION; HOWEVER, CUSTOMER SHALL NOT BE OBLIGATED TO INDEMNIFY M&B FOR THAT PART OF ANY LOSS, DAMAGE, OR LIABILITY CAUSED SOLELY BY THE INTENTIONAL MISCONDUCT OR SOLE NEGLIGENCE OF M&B. IN FURTHERANCE OF, BUT NOT IN LIMITATION OF,

THE INDEMNITY PROVISIONS IN THIS AGREEMENT, CUSTOMER EXPRESSLY AND SPECIFICALLY AGREES THAT THE FOREGOING OBLIGATION TO INDEMNIFY SHALL NOT IN ANY WAY BE AFFECTED OR DIMINISHED BY ANY STATUTORY LIMITATION OF LIABILITY OR IMMUNITY CUSTOMER ENJOYS FROM SUITS BY ITS OWN EMPLOYEES. THE DUTY TO INDEMNIFY WILL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE EXPIRATION OR EARLY TERMINATION OF THE AGREEMENT.

4. INSPECTION OF EQUIPMENT

Customer acknowledges they have inspected the Equipment before taking possession of it, confirming it to be in good working order and suitable for their needs. Furthermore, Customer acknowledges inspecting the propulsion tank of Equipment registered or required to be registered for use on any highway or public road, verifying the absence of dyed fuel. They will also inspect all components connecting the Equipment to their towing vehicle, including hitches, bolts, safety chains, and hauling tongues. It's understood that M&B is not liable for any damage to Customer's towing vehicle resulting from detachable hitches or mirrors. Regarding Tank rentals, Customer must ensure that any materials stored are chemically compatible with the Equipment, providing M&B with safety data sheets (SDS) or verified laboratory tests identifying the stored material. If any malfunction or defect is discovered, Customer must promptly notify M&B and adhere to all third-party manufacturer requirements for repair, maintenance, and notice.

5. LIMITATION OF LIABILITY

In no event shall M&B be liable or responsible to Customer or any other party for: (1) any loss, damage, or injury caused by, resulting from, or in any way connected with the Equipment, its operation, or its use, or Services; (2) M&B's failure to deliver the Equipment as required hereunder or M&B's failure to repair or replace non-working Equipment; (3) any incidental, consequential, punitive, or special damages, including damages resulting from the delay to any ongoing projects, in connection with this Agreement or its subject matter under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or product liability, even if advised of the possibility of such damages, if such damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; or (4) any liquidated damages. Customer acknowledges and assumes all risks inherent in the operation, use, and possession of the Equipment from the time the Equipment is delivered to Customer until the Equipment is returned to M&B and will take all necessary precautions to protect all persons and property from injury or damage from the Equipment.

6. CUSTOMER RESPONSIBILITIES

Customer shall provide M&B with the information and documentation requested by M&B to evaluate, plan, and execute the Services and/or supply the Equipment. All Equipment is provided, and Services are performed, based on information provided by Customer or others, including the Database Information (as defined below), and M&B relies on the accuracy and completeness of such information in providing the Equipment and performing Services. Customer acknowledges the impossibility for M&B to ensure the accuracy, completeness, and sufficiency of information provided by others due to verification constraints or potential errors or omissions. Customer is accountable for maintaining a secure and safe work environment for all parties, including M&B and its employees, and for ensuring that Services comply with relevant laws. Should M&B, at its sole discretion, determine an inability to execute Services due to Customer's failure to provide a secure and safe work environment, M&B reserves the right to decline Services and/or Equipment provision without any liability to Customer, who shall bear any resultant increased costs incurred by M&B.

7. USE OF EQUIPMENT

Customer acknowledges familiarity with the proper operation and usage of each piece of Equipment. The selection of Equipment is based on its requirements, and Customer commits not to utilize or permit the use of Equipment for illegal purposes or in an unlawful manner, without the necessary license as mandated by applicable law, or by individuals who are not Qualified Operators. It is expressly prohibited for Customer to introduce dyed fuel into the propulsion tank of vehicles registered and licensed for use on any highway or public road. Furthermore, Customer agrees to exclusively utilize ultra-low-sulfur diesel fuel in Equipment with tier 5 engines. CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD M&B HARMLESS FROM ALL FINES, PENALTIES, DAMAGE TO EQUIPMENT, AND ANY OTHER COSTS INCURRED BY M&B DUE TO THE INTRODUCTION OF DYED FUEL INTO THE PROPULSION TANK OF SUCH EQUIPMENT. Customer commits to: (1) regularly inspect filters, oil, fluid levels, and tire air pressure; (2) perform daily cleaning and visual inspections of the Equipment; and (3) promptly cease Equipment usage and notify M&B if repair or maintenance is required. Customer acknowledges that M&B bears no responsibility to inspect the Equipment while it is in Customer's possession. M&B retains the right to substitute the Equipment with reasonably similar equipment at any time and for any reason. Unless Customer provides written notification to the contrary at the time of signing the Agreement, Customer affirms that the Agreement is solely for business or commercial purposes, excluding personal, family, household, or farming purposes, or in connection with the operation of a farm, ranch, or feedlot, and the Equipment will not be utilized for any such purposes.

8. REGULATED MATERIALS

If Customer plans to use the Equipment for storing or handling substances considered hazardous under Environmental Laws, the following terms apply:

Definitions. "Regulated Materials" include substances defined as hazardous, toxic, or pollutants under Environmental Laws. "Environmental Laws" means all federal, provincial, municipal or local statutes, regulations, by-laws, environmental permits, orders or rules, and any policies or guidelines of any governmental or regulatory body or agency, and any requirements or obligations arising under the common law, relating to the environment and, the transportation of dangerous goods and occupational health and safety.

Tank Testing. Customer may, at their expense, test the Equipment for any past presence of Regulated Materials prior to taking possession of the Equipment. If found, Customer may request replacement Equipment or terminate the Agreement. Otherwise, Customer accepts the Equipment's condition and suitability for their intended use. Upon expiration or termination of the Rental Period, but before the Equipment is returned to M&B, Customer must, at Customer's sole expense, remove all Regulated Materials, whether pre-existing or resulting from the Customer's use, from the Equipment and clean the Equipment to comply with all standards prescribed by applicable municipal, provincial, territorial and federal laws, ordinances and regulations including but not limited to Environmental Laws.

Cleaning. Before return, Customer must clean the Equipment as follows: (1) cleaning must be conducted by an independent contractor acceptable to M&B; (2) cleaning must be documented to M&B's satisfaction; (3) if required, Equipment must be triple-rinsed using a solvent capable of removing Regulated Materials, purged to eliminate any vapors, or cleaned by another method achieving equivalent removal; (4) for radioactive materials, cleaning must adhere to procedures set forth in the Nuclear Safety and Control Act and relevant regulations, as well as other applicable laws and regulations, including but not limited to Environmental Laws; and (5) the independent contractor must certify that cleaning meets the specified requirements.

Sampling. After cleaning, Customer must confirm the Equipment's Empty Condition and cleaning by obtaining professional written laboratory analysis of representative samples taken from various internal parts of the Equipment. Sampling must be: (1) performed by an independent contractor acceptable to M&B; (2) documented to M&B's satisfaction; (3) taken from various internal parts, including floor, underside of cross-braces, and each wall; and (4) conducted in the presence of a designated employee of M&B. For certain Equipment types, Customer

agrees to testing protocols specified herein.

Sample Analysis. Analysis must be conducted by a laboratory acceptable to M&B, certified by the relevant province or territory, documented to M&B's satisfaction, including chain of custody records, and meeting or exceeding protocols established by applicable governmental authorities.

Return. Customer shall return the Equipment in an Empty Condition as outlined herein. Failure to meet standards requires additional cleaning to be undertaken by Customer, with proof provided to M&B. Until standards are met, M&B will not pick up the Equipment, and Customer continues to pay rental charges. In case of inability to clean as specified, Customer shall pay M&B the full current replacement value of the Equipment plus taxes, assuming full ownership, responsibility, and liability for the Equipment and any residual contents, as well as any related waste management, transportation, and disposal in accordance with applicable laws. Customer agrees to indemnify, defend, and hold M&B harmless for any resulting liability incurred by M&B due to Customer's breach of obligations or M&B being deemed a "generator" under applicable Environmental Laws. This indemnity obligation survives the Agreement's termination or expiration.

9. WARRANTY / DISCLAIMER OF WARRANTIES

M&B WARRANTS THAT THE EQUIPMENT WILL BE IN GOOD WORKING ORDER UPON DELIVERY AND THE SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, M&B MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SERVICES AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING THE PERFORMANCE OF ANY FILTRATION EQUIPMENT TO MEET ANY APPLICABLE REGULATORY STANDARD. THERE IS NO WARRANTY THAT THE EQUIPMENT IS SUITED FOR CUSTOMER'S INTENDED USE, OR THAT IT IS FREE FROM DEFECTS OR CONTAMINANTS. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE AGREEMENT, M&B DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, MADE IN CONNECTION WITH THIS RENTAL TRANSACTION. IN THE EVENT OF A BREACH OF THE ABOVE EQUIPMENT WARRANTY, M&B SHALL, AT ITS SOLE COST AND EXPENSE, REPAIR OR REPLACE THE EQUIPMENT. IN THE EVENT OF A BREACH OF THE ABOVE SERVICE WARRANTY, M&B SHALL, AT ITS SOLE COST AND EXPENSE, RE-PERFORM THE SERVICE.

10. MALFUNCTIONING EQUIPMENT

If the Equipment is involved in an accident, becomes unsafe, malfunctions, or requires repair, Customer must immediately discontinue its use and promptly notify M&B. If such condition arises from normal operation, M&B will undertake to repair or replace the Equipment with reasonably similar Equipment in working order, provided such replacement Equipment is available. M&B is not obligated to repair or replace Equipment that has become inoperable due to misuse, abuse, or neglect. Customer's sole recourse for any Equipment failure or defect shall be the cessation of any rental charges accruing after the time of failure. Customer is required to return the Equipment to the Store Location within twenty-four (24) hours from the time of defect to halt rental charges.

11. RETURN OF EQUIPMENT / DAMAGED AND LOST EQUIPMENT

Upon the expiration of the Rental Period, Customer is required to return the Equipment to the designated Store Location during M&B's regular business hours. Alternatively, if M&B has agreed to collect the Equipment, M&B will make reasonable efforts to retrieve the Equipment within a commercially reasonable timeframe after Customer notifies M&B that the Equipment is being taken "off-rent". Customer is obligated to return the Equipment in the same condition as it was received, excluding reasonable wear and tear (as defined below). This includes ensuring

that tanks are emptied and cleaned of all contents in compliance with relevant municipal, provincial, territorial, and federal laws, ordinances, and regulations, including but not limited to Environmental Laws, as well as adhering to applicable codes, procedures, and practices.

Customer bears responsibility for any damages to or loss of the Equipment from the moment it is in Customer's possession until it is either returned to the Store Location or collected by M&B. In the event of Equipment loss or destruction, or if Customer fails to return the Equipment to M&B for any reason, Customer agrees to pay M&B the full replacement value of the Equipment as listed on the current price list, along with the full rental rate until such time as the Equipment is replaced. If the Equipment is returned in a damaged or excessively worn condition, Customer shall reimburse M&B for the reasonable cost of repair and continue to pay rental charges at the regular rate until all repairs are completed. M&B is not obligated to commence repair work until Customer has paid the estimated cost thereof. Customer acknowledges that M&B reserves the right to charge the Credit Card and/or Customer's account for any amounts owed pursuant to this section due to damaged or lost Equipment.

Disinfection: In the event of a widespread or global infectious disease outbreak, where the Equipment has been handled by a person known or suspected to be infected, or used in an area known or suspected to be infected, such as permanent or temporary healthcare facilities, testing facilities, ambulance interiors, or biological laboratories, Customer must disinfect the Equipment according to the following requirements: (1) disinfection must be carried out by an independent contractor acceptable to M&B; (2) documentation of the disinfection process must be provided to M&B's satisfaction; (3) if Customer is unable to disinfect the Equipment in accordance with these requirements, M&B will perform the disinfection and charge Customer for the associated costs.

12. REASONABLE WEAR AND TEAR

Reasonable wear and tear of the Equipment refers solely to the normal deterioration caused by ordinary and reasonable use on a one-shift basis. The following circumstances shall not be deemed reasonable wear and tear: (1) damage resulting from inadequate lubrication, improper fuel insertion, or failure to maintain necessary oil, water, and air pressure levels, as well as cavitation or freezing; (2) unless M&B explicitly assumes the obligation to service or maintain the Equipment, any damage resulting from failure to service or perform preventative maintenance as recommended in the manufacturer's operation and maintenance manual; (3) damage resulting from collision, overturning, or improper operation, including overloading or exceeding the Equipment's rated capacity; (4) damage such as dents, bending, tearing, staining, corrosion, or misalignment to or of the Equipment or any of its components; (5) wear resulting from usage beyond the rented shifts; (6) and any other damage to the Equipment that is not deemed ordinary and reasonable within the equipment rental industry.

13. LATE RETURN

Customer acknowledges that failure to return the Equipment by the end of the Rental Period, or failure to ensure that the Tanks are in an Empty Condition when M&B arrives at the Customer's job site for pickup, may result in M&B, at its sole discretion, taking any of the following actions: (1) requiring Customer to continue paying the rental rate(s) as specified in the Agreement; (2) for periods less than 24 hours, requiring Customer to pay the full daily rental rate applicable to the Equipment; (3) imposing any increased rental rate(s) that are in effect at the time of, or after, the expiration of the Rental Period; or (4) assessing a pickup charge if the Tanks are not in an Empty Condition. Customer agrees that M&B reserves the right to charge the Credit Card and/or Customer's account for any amounts owed pursuant to this section due to the late return of Equipment.

14. CUSTOMER PERSONAL PROPERTY

Regarding any personal property left in or on the Equipment upon the expiration of the Rental Period, M&B explicitly states that it is not acting as a bailee or warehouseman for Customer's or any other person's personal property. M&B

expressly disavows any custody, control, or responsibility for the care of Customer's or any other person's personal property. M&B or its agents reserve the right to remove the personal property from the Equipment. M&B and its agents bear no responsibility under any circumstances for any personal property that may be lost, stolen, or damaged. Customer's personal property left in or on the Equipment upon the expiration of the Rental Period may be deemed abandoned or unclaimed property in accordance with applicable law.

15. RENTAL PERIOD / CALCULATION OF CHARGES

Rental charges begin when the Equipment departs from the Store Location and conclude when the Equipment is either returned to the Store Location during M&B's regular business hours or picked up by M&B after Customer notifies M&B that the Equipment is "off rent" and obtains an "off rent" confirmation number from M&B. The pick-up and delivery service provided by M&B are subject to a "Delivery and Pick-up Service Charge," the details of which are outlined in the Rental and Service Agreement.

However, for the rental of Tanks, the rental period extends until Customer has emptied the Tanks of all contents and cleaned them to meet all applicable municipal, provincial, territorial, and federal laws, ordinances, and regulations, including Environmental Laws ("Empty Condition").

The rental charges do not cover the Refueling Service Charge, any applicable Taxes (as defined below), the Delivery and Pickup Service Charge, transportation surcharges, or other miscellaneous charges, the details of which are specified in the Rental and Service Agreement. Additionally, M&B will invoice Customer for any additional excess cleaning or repair costs, such as: (1) removal of any alterations made by Customer to the Equipment; (2) restoration of the Equipment to its original configuration; (3) re-lining or re-painting of Tanks; (4) disposal of any contents left in Tanks; or (5) transportation to and from an approved repair facility.

Rental charges accrue even on Saturdays, Sundays, and Holidays. The rental rates are based on normal "one shift" usage, calculated on an eight (8) hour day, 40 hours per week, and 160 hours per four-week period. For power equipment, operations exceeding one shift will be charged at one and one-half times the rental rate for double shift and two times the rental rate for triple shift. Customer is required to truthfully and accurately certify to M&B the number of shifts the Equipment was operated.

Customer's right to possess the Equipment terminates upon the expiration of the Rental Period, and retaining possession beyond this time constitutes a material breach of the Agreement.

16. DELIVERY CHARGE

If Customer chooses to have M&B deliver and pick up the Equipment, Customer agrees to pay a delivery and pickup service charge.

17. CLEANING CHARGE

A cleaning charge will apply to Equipment returned with excessive dirt concrete and/or paint. Customers is responsible for all damage to Equipment, including tires. There will be an additional charge for missing keys.

18. REFUELING SERVICE CHARGE

Customer acknowledges that a "Refueling Service Charge" will be applied to all Equipment not returned with a full tank of fuel. The exact cost of the Refueling Service Charge may vary depending on the rate being charged by the Store Location on the date Customer returns the Equipment. Customer acknowledges that the Refueling Service Charge is not a retail sale of fuel. Customer may avoid the Refueling Service Charge if Customer returns the

Equipment with a full tank of fuel.

19. DEPOSIT

Customer's Credit Card will be charged a deposit for the estimated rental (up to 28 days) 24 hours in advance of the scheduled rental start time. In addition to securing the payment of rental charges hereunder, Customer agrees that any rental deposit shall be deemed to be a guarantee by Customer of the full and complete performance of each and all of the terms of this Agreement to be performed by Customer. In the event of any breach by Customer, the deposit will be credited against any damages, cost or expense incurred by M&B as a result of the breach.

20. PAYMENT

All outstanding amounts under this agreement must be paid in full upon receipt of the invoice by Customer. Customer acknowledges that prompt payment of rental and service charges is crucial to M&B's business operations, and it would be impractical and challenging to quantify the actual damages caused by late payment. Therefore, both Customer and M&B agree that a late payment fee shall be added to all past due rental charges. This late payment fee shall be either two percent (2%) per month (equivalent to 24% per annum) on any outstanding payments after 30 days, or the maximum amount permitted by applicable law, whichever is lesser.

Effective January 1, 2021, and where permissible by law, M&B may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge does not exceed M&B's merchant discount rate for credit card transactions and may be subject to sales tax in certain jurisdictions.

Rental rates exclude sales tax, goods and services tax, or any other taxes, levies, and assessments required to be collected by M&B from Customer at any time concerning the Equipment and/or the Agreement (collectively, "Taxes"). Customer agrees that M&B reserves the right to charge the Credit Card and/or Customer's account for any amounts owed due to late or past due payments, pickup or delivery charges, extended rentals, rental charges, or Taxes.

In the event Customer claims that a transaction is exempt from Taxes, Customer agrees to provide a valid tax exemption certificate. If the transaction is later deemed taxable, Customer is obligated to reimburse M&B for any Taxes assessed that were attributable to Customer.

21. TITLE / NO PURCHASE OPTION / NO LIENS

The Agreement is not a contract of sale, and title to the Equipment shall at all times remain with M&B. Unless covered by a specific supplemental agreement signed by M&B, Customer has no option or right to purchase the Equipment. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

22. TIRE AND TUBE REPAIR OR REPLACEMENT

Repair or replacement of tires and tubes on Equipment is the responsibility of Customer and is not included in the rental rate.

23. DEFAULT

Customer shall be considered in default if Customer fails to pay any amount when due under this Agreement, fails to perform, observe, or comply with any provision of the Agreement, becomes "Insolvent" (as defined herein), or if M&B anticipates that Customer may become Insolvent, or is otherwise in default. In the event of default by Customer, M&B may take any one or more of the following actions: (1) terminate the Rental Period; (2) declare all amounts due under this Agreement immediately payable and initiate legal action to recover such amounts; (3) authorize M&B's

employees or agents, after providing notice but without requiring legal process, to enter Customer's premises and take all necessary actions to repossess the Equipment. Customer hereby consents to such entry, repossession, and waives any claims for damages, both physical and pecuniary, arising from such actions, and agrees to reimburse M&B for all costs and expenses incurred in the repossession process; or (4) pursue any other remedies available under the law.

Customer will be deemed "Insolvent" if any of the following conditions occur: Customer fails to pay its debts as they become due, makes an assignment for the benefit of creditors, seeks appointment of a custodian, receiver, or trustee for its assets, initiates any bankruptcy, reorganization, arrangement, debt readjustment, dissolution, or liquidation proceedings, has such proceedings initiated against it resulting in an order for relief, adjudication, or appointment, or takes any action indicating consent to, approval of, or acquiescence in such proceedings or the appointment of a custodian, receiver, or trustee for its assets.

24. CUSTOMER'S INSURANCE COVERAGE

Customer agrees to maintain the following insurance at Customer's sole expense: (1) commercial auto liability insurance with a minimum per occurrence limit of \$2 million; (2) commercial general liability insurance (CGL) with coverage equal to or greater than the standard ISO CG 00 01 12 04 form, with limits not less than \$2 million per occurrence and \$4 million in the aggregate; and (3) property insurance covering the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment.

Customer must ensure that the insurance policies provide or are endorsed to provide that all required insurance is primary and non-contributory to any other insurance held by M&B. Additionally, Customer must name M&B as an additional insured for claims arising from the maintenance, operation, or use of the rented equipment, providing coverage equal to or greater than the standard ISO CG 20 28 07 04 or equivalent. If applicable, Customer must also designate M&B as an additional loss payee for property insurance.

Customer acknowledges that the insurance available to M&B must cover the full amount of loss up to the policy limits and shall not be limited to the minimum requirements of the Agreement. If any policy provided under this Agreement states that the insurance for additional insureds will not be broader than that required by contract, Customer agrees that nothing in the Agreement shall restrict or limit the breadth of such insurance.

Customer is responsible for any deductibles or self-insured retentions. All insurance required by the Agreement must include a waiver of rights of recovery against M&B and its insurers by Customer and its insurers, as well as a waiver of subrogation against M&B and its insurers. Additionally, the policies must stipulate that M&B must receive at least 90 days' notice prior to any cancellation.

Customer must provide documented proof of all required insurance coverage. For Equipment not licensed for road use, Customer must name M&B as loss payee to demonstrate property insurance coverage.

25. NO ASSIGNMENT, LENDING OR SUBLETTING

Customer shall not sublease, sub-rent, assign or loan the Equipment without first obtaining the written consent of M&B, and any such action by Customer, without M&B's written consent, shall be void. Customer agrees to use and keep the Equipment at the job site set forth in the Agreement unless M&B approves otherwise in writing. M&B may at any time, without notice to Customer, transfer or assign the Agreement or any Equipment or any moneys or other benefits due or to become due hereunder.

26. SERVICES PROVIDED IN CONNECTION WITH RENTAL

The terms and conditions set forth in this section supplement the overall Rental and Service Terms. All of the Rental and Service Terms in this agreement apply to the specialty services listed below. In the event that there is a conflict between the overall Rental and Service Terms and the terms and conditions in this section, the terms within this section shall prevail.

A. EQUIPMENT RENTAL

- a. **Lost Keys/Key Fobs/Lockouts.** If Customer loses the keys and/or key fobs to the Equipment, M&B may charge Customer for the cost of replacing such keys and/or key fob and for the cost of delivering replacement keys and/or key fobs and/or towing the Equipment to the nearest Store Location to open such Equipment. If Customer or Qualified Operator locks the keys and/or key fobs in the Equipment and requests assistance from M&B, M&B may charge Customer for the cost of delivering replacement keys and/or key fobs and/or towing the Equipment to the nearest Store Location to open such Equipment.
- b. **Accidents, Theft and Vandalism.** Customer must promptly and properly report any accident, theft or vandalism involving the Equipment to M&B and to the police in the jurisdiction in which such incident takes place. Customer should obtain details of witnesses and other vehicles involved and their drivers, owners and relevant insurances wherever possible. If Customer or any Qualified Operator receive any papers relating to such an incident, those papers must be promptly given to M&B. Customer and any Qualified Operators must cooperate fully with M&B's investigation of such incident and defense of any resulting claim. FAILURE TO COOPERATE FULLY MAY VOID ANY AND ALL LIABILITY PROTECTION PURCHASED FROM, OR PROVIDED BY, M&B. Customer and any Qualified Operators authorize M&B to obtain any records or information relating to any incident, consent to the jurisdiction of the courts of the jurisdiction in which the incident occurs and waive any right to object to such jurisdiction.
- c. **Third Party Charges.** Taxes, tax reimbursements, licensing fees, governmental or other surcharges and similar fees are charged/recovered at the rates specified on the Reservation Details or as otherwise required by applicable law. Customer is responsible for paying these amounts to M&B.
- d. **Cleaning.** Upon return, if the Equipment in M&B's discretion requires more than M&B's standard cleaning, M&B may charge Customer for the actual costs incurred by M&B in having the Equipment professionally cleaned. Customer will also pay a reasonable fee for cleaning the Equipment's interior upon return if any stains, dirt, odor, or soiling attributable to Customer's use cannot be cleaned with M&B's standard post-rental procedures as determined by M&B in its discretion.
- e. **Smoking.** M&B maintains a non-smoking fleet, including a prohibition on the use of e-cigarettes in the Equipment. Customer will pay an additional charge if it returns the Equipment and it smells or is soiled from smoke or vapor of any kind.
- f. **Recovery Costs.** Customer is responsible for recovery expenses, consisting of costs of any and all kinds (and including legal fees and court costs) incurred by M&B in recovering the Equipment (1) under this Rental and Service Agreement; or (2) if it is seized by governmental or regulatory authorities as a result of the use of the Equipment by Customer, any Qualified Operator or any other operator with Customer.
- g. **Parking and Traffic Violations.** Customer will be responsible for, and will pay without delay, all

parking and traffic violations, as well as other expenses and penalties, all towing, storage and impound fees and all tickets incurred while the Equipment is on rent to customer. If Customer is issued an automated traffic violation, customer agrees to pay a "traffic violation service charge" comprised of the amount of such violation plus a flat fee of \$20.00 which is the amount of M&B's out-of-pocket administrative costs for its traffic violation management service. This charge will be billed to the customer when information regarding any such violation, and expenses related thereto, is received by M&B, and may be charged at a later date.

- h. **Tolls, Violations and Fees.** Customer acknowledges that customer is responsible for and will pay all tolls and toll violations. If Customer uses a toll-by-plate system, or incurs a toll or toll violation, customer agrees to pay a "tolling service charge" for this service. The tolling service charge is the amount of the toll plus a flat fee of \$3.30 to cover the amount of M&B's out-of-pocket administrative costs for its toll management service. The exact cost will be calculated and charged based on actual usage of a toll-by-plate system or the toll or toll violation incurred. This charge will be billed to the customer when information regarding toll-by-plate usage and/or the toll or toll violation incurred, and expenses related thereto, is received by M&B, and may be charged to customer at a later date. Customer may avoid the tolling service charge by paying tolls with its own transponders, by using another toll payment system, or by avoiding toll roads altogether.
- i. **Other Charges; Miscellaneous.** Any other charges specified on or in the Rental and Service Agreement will be charged at the applicable rates specified therein. Any such charges which are stated on the Rental and Service Agreement as a daily rate shall be due and payable for each full or partial rental day. Charges for the rental of the Equipment will continue to accrue until the Equipment is returned to M&B or, if the Equipment has been stolen while in Customer's possession, until Customer reports the theft both to the police in the jurisdiction in which the theft occurs and to M&B.
- j. **Equipment Tracking Telematics; Return of Equipment.**

 - i. In order to track the location of Equipment that has not been timely returned, some Equipment may have electronic service technology and/or telematics data collection, tracking and/or related services such as a telematics device and/or cameras located inside and/or outside the Equipment (collectively "Equipment Tracking Devices"), in which case, Customer understands that its access and use of the Equipment or the services (and any data that may be stored in connection therewith) are subject to the Equipment, service provider's and/or the Equipment tracking device manufacturer's terms and privacy statement, which may include but not be limited to other terms, service limitations, warranty exclusions, limitations of liability, wireless service provider terms and privacy practices than those set forth in this agreement. The warranties set forth in section 9 of this agreement will not apply to Equipment tracking devices and M&B makes no warranties, express or implied, with respect to Equipment tracking devices. Specifically, M&B disclaims any implied warranties of merchantability, non-infringement and fitness for a particular purpose with respect to Equipment tracking devices.
 - ii. M&B has no obligation to delete or remove any telematics or other data that may be captured on any Equipment tracking device or Equipment returned to M&B, except to the extent required by applicable law. If after 30 days, M&B is unable to recover the Equipment, the Equipment shall be deemed to be unlawfully converted to customer's use, and M&B may exercise its legal rights to remedy the theft of the Equipment. Customer hereby waives any and all rights to object to the steps taken by M&B to recover a

Equipment deemed to be unlawfully retained by customer. Customer acknowledges that customer has received and understands this notice regarding the consequences of failing to return the Equipment set forth in this section.

- k. **Remote Drop Off Service Fee.** A Remote Drop Off Service Fee will be applied if Customer returns the Equipment to a different location from its originating location. The fee will be calculated based on factors including the type of Equipment, time of year, and M&B's cost in transporting the Equipment from the return location. The charge will be disclosed when Customer notifies M&B that Customer is returning the Equipment to a different location than where the Equipment originated. This fee can be avoided by returning the Equipment to its originating location.
- l. **Customer Installation of Monitoring or Tracking Devices on Equipment.** In certain cases, M&B may be willing to provide prior written consent to Customer to install, or cause to be installed, Customer-supplied or Customer-sourced dashboard cameras, telematics equipment and devices, and/or other digital and audio recording or tracking devices (collectively, "Customer Devices") in the Equipment. Customer is solely responsible for reviewing and procuring any necessary services and hardware and software required to operate such Customer Devices, including but not limited to Internet connectivity. In cases where Customer installs, or causes to be installed, a Customer Device on any Equipment, Customer shall indemnify, defend, and hold M&B harmless for any liability, claims, losses, and/or damages incurred as a result of Customer's actions or inactions including, but not limited to, those arising from or relating to: (i) actual or alleged bodily or personal injury to or death of any person; (ii) damage to or loss of use of the Equipment and/or property of M&B, Customer or any third party; (iii) any contractual liability owed by Customer to a third party; (iv) any breach of, or inaccuracy in, the covenants, representations, and warranties made by Customer under the Agreement; (v) any violation by Customer or its vendors of any applicable ordinance, regulation, rule, or law of any federal, national, state, foreign, provincial, territorial, local or other government or any political subdivision or duly constituted public authority; or (vi) any lien or encumbrance arising out of or in connection with performance of Customer's obligations under the Agreement.
- m. **Routine Maintenance/Daily Inspections.** Unless otherwise agreed to in writing by the parties, Customer shall perform Routine Maintenance (as defined herein) and daily inspections on the Equipment during the Rental Period. "Routine Maintenance" is defined as the replacement of consumable items such as motor oil, radiator coolant, brake fluid, power steering fluid, wiper blades, filters, and brake pads. Routine Maintenance shall be conducted in accordance with the manufacturer's specifications. When Routine Maintenance is required, Customer shall take Equipment to one of M&B's approved service vendors. Contact your M&B representative for a list of approved vendors.
- n. **Electric Equipment Rental.** In addition to the terms above, the following terms apply to Electric Equipment rentals ("EERs"):
 - i. EERs may collect information regarding the range of the EERs battery life, but such range calculations are provided for general informational purposes only and are not guaranteed to be accurate or complete. It is Customer's responsibility to maintain an adequate EERs battery charge of at least twenty percent (20%) at all times to ensure the EER can be brought to a station for recharging and, at the end of the Rental Period, to a Store Location. The range and battery life of an EER is subject to change due to a number of factors such as weather, temperature, towed objects, and conditions outside M&B's control. Customer is responsible for the cost of any tow of the EERs due to a low battery.

Customer is not authorized to call a private tow. All towing must be arranged through M&B.

- ii. At the end of the Rental Period, Customer is required to return the EER with a minimum battery charge of twenty percent (20%).
- iii. For recharging during the Rental Period, Customer is responsible for all costs, services and fees incurred at any charging and/or supercharger stations. Customer may charge the EER at any station, private or public, at Customer's own cost. Customer is responsible for any damages, fees, fines, or penalties occurring at or associated with the use of charging stations.
 1. Any EER accessories including, but not limited to, charging cord(s) and plug adaptor(s) provided by M&B with the EER are Customer's responsibility. If any EER accessories are lost, stolen or damaged, it is the Customer's responsibility to immediately notify M&B so the EER accessory can be replaced at Customer's cost and expense. Customer is responsible for returning the key fob and all other accessories provided with the EER to M&B at the end of the Rental Period and Customer will be charged for any EER accessories that are lost, stolen or damaged or otherwise not returned to M&B with the EER.

B. **"STORAGE AND OFFICE SOLUTIONS SERVICES"** may include the delivery, installation and removal of storage containers, ground level offices, office trailers, modular buildings, tent and fabric building structures and parts and accessories thereto. Unless otherwise agreed to by the parties in writing, Customer shall (i) provide unobstructed ingress and egress to the area where the Equipment will be located and provide a level, accessible, secure and safe area that will bear the weight of the Equipment where M&B will perform the Storage and Office Solutions Services; (ii) not move or allow others to move the Equipment without M&B's prior written consent; (iii) not affix or anchor the Equipment to the ground or any structure unless specifically authorized by M&B; (iv) use and maintain the Equipment in good repair and working order (in accordance with applicable federal, provincial, and municipal/local laws, rules, regulations, bylaws, and ordinances, as well as the manufacturer's safety rules and instructions); (v) furnish any parts, mechanisms and devices required to keep the Equipment in good mechanical working order, including but not limited to plumbing (including winterization), HVAC and electrical systems (including replacement of air filters and lightbulbs); (vi) pay for and provide M&B with the location of all utility connections and hookups; (vii) keep all persons (other than M&B employees) off and away from the Equipment during its delivery, installation and removal; (viii) be responsible for obtaining all required permits necessary for the Storage and Office Solutions Services; (ix) not store any hazardous materials in the Equipment; (x) remove all locks from the Equipment at the end of the rental term; (xi) ensure that the Equipment is clean and empty at the time of removal; and (xii) reimburse M&B for all missing Equipment and for the costs of repair as stated in Section 11 of these Rental and Service Terms. With respect to any personal property in or on the Equipment, M&B is not a bailee or warehouseman of Customer's, or any other person's, personal property. M&B expressly disclaims any custody, control, or responsibility for the care of Customer's, or any other person's, personal property. Customer must take any steps necessary for safeguarding personal property. Under no circumstances are M&B or its agents responsible for any personal property that may be lost, stolen, or damaged. M&B may, but is not required to, lock or otherwise secure the Equipment, and Customer's access to the Equipment may be limited or conditioned in any manner deemed reasonably necessary by M&B. With respect to (i) above, in the event that M&B, in its sole discretion, determines that it is unable to perform the Storage and Office Solutions Services because Customer has not provided a secure and safe work environment, M&B reserves the right to

refuse to provide the Storage and Office Solutions Services without any liability whatsoever to Customer and Customer shall be responsible for any increased costs incurred by M&B.

27. GUARANTEE

If Customer is a company, the guarantor acknowledges that they will benefit from this Agreement, and further acknowledges that M&B would not grant this Agreement to a company without a personal guarantee. The guarantor personally guarantees M&B performance and payment of all the Customer's obligations under this Agreement.

The guarantor agrees that the Customer may, from time to time, rent additional Equipment from M&B without notice to or agreement of the guarantor and that this guarantee is effective with respect to the rental of any Equipment whether or not the guarantor has notice of such rental.

28. ENTIRE AGREEMENT

The Agreement, including any Addendum hereto, constitutes the comprehensive understanding between Customer and M&B regarding the Equipment, its rental, and the Service(s) rendered to Customer. There are no oral or ancillary representations or agreements beyond what is stipulated herein. Neither M&B's nor Customer's rights may be altered, nor may the Agreement's terms be extended, except through written consent signed by both parties. Any utilization of Customer's purchase order number within the Agreement is solely for Customer's convenience; any terms and conditions, whether oral or written, that deviate from or contradict those contained herein are explicitly rejected by M&B.

29. ORDER OF PRECEDENCE

The terms and conditions of the Agreement shall control over any conflicting preprinted terms and conditions contained in Customer's purchase order or similar documents and such other terms are hereby rejected by M&B. In the event that M&B signs Customer's purchase order or similar document, such signature shall be solely for the purpose of acknowledging the order; it being the express intent of the parties that the Agreement and these terms and conditions shall govern all rental and service transactions.

30. OTHER PROVISIONS

- A. Any failure of M&B to insist upon strict performance by Customer of any terms and conditions of the Agreement shall not be interpreted as a waiver of M&B's right to demand strict compliance. Customer acknowledges careful review of the Agreement and waives any legal principle that would construe any provision herein against M&B as the drafter of the Agreement. The rule of construction that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of the Agreement.
- B. Customer agrees to cover all reasonable costs of collection, court fees, legal expenses, and other related costs incurred by M&B in the collection of any charges due under the Agreement or in connection with its enforcement.
- C. Customer shall remit the rental charge(s) without any offsets, deductions, or claims.
- D. Customer provides consent to the collection, use, and disclosure of their personal identification and financial information as described herein and in M&B's Privacy Policy. This information is voluntarily provided and not as part of a credit card transaction. Personal identification information includes, for example, Customer's name, billing address, postal code, telephone number, date of birth, driver's license number, and email address. Financial information includes, for example, information related to any

balances or invoices associated with the Agreement. Customer's personal identification information and financial information may be utilized for the purposes of this transaction, any subsequent transactions with M&B, and for M&B to assess and enhance its products and services or develop new ones.

Customer's personal identification information and/or financial information may be disclosed to contractors, service providers, and other third parties, potentially located outside of Canada, subject to disclosure under local laws, who support M&B's business and are contractually obligated to maintain personal information confidentiality and utilize it solely for disclosed purposes.

- E. M&B retains the right to promptly repossess the Equipment, without incurring liability to Customer, in the event of: (1) permanent closure of the Store Location; (2) declaration of any emergency, disaster, or similar situation by any federal, provincial, territorial, or local government; or (3) as otherwise specified in the Agreement.
- F. M&B may execute any registrations, recordation, filings, or financing statements necessary or advisable to protect or discharge its ownership of and interests in the Equipment at Customer's expense. Customer hereby consents to these actions and agrees to provide further assurances, perform necessary acts, and execute required documents as demanded by M&B to enforce the Agreement and its associated rights and obligations. To the extent permissible by applicable law, Customer irrevocably waives the right to receive a copy of any financing statement or financing change statement (or any verification statement pertaining thereto) filed under the personal property security statutes of the provinces and territories of Canada by M&B regarding the Agreement, and Customer hereby releases any and all claims or causes of action against M&B for failure to provide any such copy.
- G. The Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

31. CRIMINAL WARNING

The use of false identification to obtain Equipment or the failure to return the Equipment by the end of the Rental Period may be considered a theft subject to criminal prosecution pursuant to applicable criminal or penal code provisions.

32. GPS TRACKING

Customer and M&B each consent to the collection and monitoring of electronic information, including Global Positioning System ("GPS") data, generated by or in connection with Customer's use of or the location of the Equipment (including the Telematics Devices). Customer acknowledges that M&B owns the data described in this paragraph and may utilize such data, including GPS data, for any purpose, including commercial purposes. Customer shall ensure to obtain all necessary consents as required under any applicable laws from its employees, contractors, or other Qualified Operators to authorize M&B's collection and use of data under this section.

33. FORCE MAJEURE

Neither party shall be held liable to the other party for failure to comply with the terms of the Equipment Rental Agreement or performance of its obligations hereunder to the extent such failure has been caused by Force Majeure, provided that the non-performing party shall give notice to the other party as soon as commercially possible and shall exert reasonable efforts to resume performance. For the purposes of the Rental and Service Agreement, "Force Majeure" shall encompass fire, war, insurrection, acts of terrorism, riots, flood, hurricane, typhoon, earthquake, tornado, mudslide, tsunami, and any other natural disaster, pandemic, or other causes beyond reasonable control and not attributable to the fault of the non-performing party.

34. CHANGES TO THE RENTAL AND SERVICES TERMS

M&B reserves the right to modify or make changes to these Rental and Service Terms at any time. Any such modification will be reflected in these terms as of the "Last update" date above and will become effective immediately upon public posting on M&B's website. Customer's ongoing use of the Equipment following any such modification constitutes and shall be deemed to constitute Customer's acceptance of these modified Rental and Service Terms. Except for changes described herein, no other amendment or modification of these Rental and Service Terms will be effective unless made in writing and signed by the parties.

35. SEVERABILITY

If any provision of this Agreement is invalid, illegal or incapable of being enforced under applicable law, that provision will be severed from this Agreement and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties shall modify this Agreement so as to effect the original intent of the parties as closely as possible to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

36. HEADINGS

The section and paragraph headings in this Agreement are for convenience of reference only and shall not affect the meaning, construction, scope, or effect of this Agreement.