

Hazelbrae Holdings Ltd.

219 West 6th Street, North Vancouver, BC, Canada V7M 1K7

Tel: (604) 616-0620, Fax: (604) 770-0886

INVOICE

14-Jan-15

To: BC Ministry of Technology, Innovation and Citizens' Services
PO BOX 9412 STN PROV GOVT
VICTORIA, BC
V8W 9V1

Invoice # **HHL-MTICS1501**

Attn: CJ Ritchie, ADM

Re: MTICS Contract No. C15CIO32477 - S.17

For professional services rendered in connection with our contract in regard to S. 17
S. 17 including
gathering information, assessing options, preparing notes and related materials, and working
with Ministry officials to develop and provide:
> Network conceptual design documentation to illustrate potential S. 17
> Advice on strategic options to establish S. 17 nd,
> Advice on approach and deal structure options to achieve S. 17

For services provided during the month of December 2014 -- 6 days @ \$1500.00 per day.

FEES for professional services:	\$9,000.00	
5% GST:	<u>\$450.00</u>	
		\$9,450.00

Due at this time: \$9,450.00

GST Registration Number 132261660

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: C15CIO32477

Requisition No.: 32477

Solicitation No.(if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: Hazelbrae Holdings Ltd.

Supplier No.: 2557575

Telephone No.: (604) 886-1762

E-mail Address: hazelbrae@gmail.com

Website: _____

Financial Information

Client: 112

Responsibility Centre: 32081

Service Line: 34809

STOB: 6001/6002

Project: 3200000

Template version: December 1, 2013

TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions	1
	1.1 General.....	1
	1.2 Meaning of "record"	2
2.	Services	2
	2.1 Provision of services.....	2
	2.2 Term	2
	2.3 Supply of various items	2
	2.4 Standard of care	2
	2.5 Standards in relation to persons performing Services.....	2
	2.6 Instructions by Province	2
	2.7 Confirmation of non-written instructions	2
	2.8 Effectiveness of non-written instructions.....	2
	2.9 Applicable laws.....	2
3.	Payment	3
	3.1 Fees and expenses.....	3
	3.2 Statements of accounts.....	3
	3.3 Withholding of amounts.....	3
	3.4 Appropriation	3
	3.5 Currency	3
	3.6 Non-resident income tax	3
	3.7 Prohibition against committing money	3
	3.8 Refunds of taxes.....	3
4.	Representations and Warranties	4
5.	Privacy, Security and Confidentiality	4
	5.1 Privacy	4
	5.2 Security	4
	5.3 Confidentiality	4
	5.4 Public announcements.....	5
	5.5 Restrictions on promotion.....	5
6.	Material and Intellectual Property	5
	6.1 Access to Material.....	5
	6.2 Ownership and delivery of Material.....	5
	6.3 Matters respecting intellectual property	5
	6.4 Rights relating to Incorporated Material.....	5
7.	Records and Reports	6
	7.1 Work reporting	6
	7.2 Time and expense records.....	6
8.	Audit	6

9.	Indemnity and Insurance	6
	9.1 Indemnity	6
	9.2 Insurance.....	6
	9.3 Workers compensation	6
	9.4 Personal optional protection	6
	9.5 Evidence of coverage	7
10.	Force Majeure	7
	10.1 Definitions relating to force majeure	7
	10.2 Consequence of Event of Force Majeure	7
	10.3 Duties of Affected Party	7
11.	Default and Termination	7
	11.1 Definitions relating to default and termination	7
	11.2 Province's options on default	8
	11.3 Delay not a waiver.....	8
	11.4 Province's right to terminate other than for default	8
	11.5 Payment consequences of termination	8
	11.6 Discharge of liability	8
	11.7 Notice in relation to Events of Default	8
12.	Dispute Resolution	9
	12.1 Dispute resolution process.....	9
	12.2 Location of arbitration or mediation.....	9
	12.3 Costs of mediation or arbitration	9
13.	Miscellaneous	9
	13.1 Delivery of notices	9
	13.2 Change of address or fax number	9
	13.3 Assignment.....	9
	13.4 Subcontracting	10
	13.5 Waiver	10
	13.6 Modifications	10
	13.7 Entire agreement.....	10
	13.8 Survival of certain provisions	10
	13.9 Schedules	10
	13.10 Independent contractor	10
	13.11 Personnel not to be employees of Province	10
	13.12 Key Personnel	11
	13.13 Pertinent Information.....	11
	13.14 Conflict of interest	11
	13.15 Time.....	11
	13.16 Conflicts among provisions	11
	13.17 Agreement not permit nor fetter	11
	13.18 Remainder not affected by invalidity	11
	13.19 Further assurances.....	11
	13.20 Additional terms.....	11
	13.21 Governing law	12
14.	Interpretation	12
15.	Execution and Delivery of Agreement	12

SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 17th day of October, 2014.

BETWEEN:

HAZELBRAE HOLDINGS LTD. (the "Contractor") with the following specified address and fax number:
219 6th Street W
North Vancouver, BC V7M 1K7
604-616-0620 (Office/Mobile)
604-770-0886 (Home)

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by THE MINISTER OF TECHNOLOGY, INNOVATION AND CITIZENS' SERVICES (the "Province") with the following specified address:
Address: PO BOX 9412 STN PROV GOVT, VICTORIA, BC V8W 9V1

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the “Maximum Amount” specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province’s obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor’s behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor’s obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

- (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
- (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,

- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargo
- if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;

- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
 - (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
 - (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by e-mail fax to the addressee's e-mail specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of addresses

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

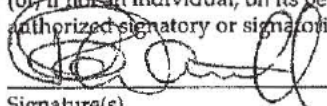
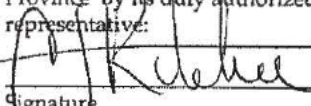
- 14.1 In this Agreement:
- (a) “includes” and “including” are not intended to be limiting;
 - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
 - (c) the Contractor and the Province are referred to as “the parties” and each of them as a “party”;
 - (d) “attached” means attached to this Agreement when used in relation to a schedule;
 - (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
 - (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;

- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
 (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>26th</u> day of <u>NOVEMBER</u>, 20<u>14</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Paul Daniell</u></p> <p>Print Name(s)</p> <p><u>Hazelbrae Holdings Ltd.</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>2nd</u> day of <u>December</u>, 20<u>14</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>CJ Ritchie</u></p> <p>Print Name</p> <p><u>Assistant Deputy</u></p> <p>Print Title <u>Minister</u></p>
---	---

Schedule A – Services

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on October 1, 2014 and ends on March 31, 2015.
2. The Province reserves the right, at its sole discretion, to extend the term of this Agreement for one additional six month period.

PART 2. SERVICES:

The contractor will provide advisory services to

S. 16, S. 17

S. 16, S. 17

Inputs

The Contractor must have considerable experience and contacts in the telecommunications industry, particularly in BC's north coast region.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

S. 17

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The contractor will supply the following reports on or before March 31, 2015:

1. Conceptual design documentation;
2. List of key stakeholders, suppliers, and potential funders;
3. List of potential alliances that must be put in place for
4. Briefing papers.

S. 17

and

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter

ATTACHED: Statement of Work

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Paul Daniell

Appendix 1 – Engagement Letter

DRAFT 10 Aug 14

Unsolicited Proposal for Consulting Services and Statement of Work

S .16 S. 17

DELIVERABLES

1. Network conceptual design documentation to illustrate potential S .16 S. 17

S . 16 S. 17

CONTRACTOR

Paul Daniell (dba: Hazelbrae Holdings Ltd.), who would perform the work of this engagement, is a senior consultant who has considerable experience and contacts in the telecommunications industry, and particularly in the region of BC's north coast. He has been engaged by the Province of BC several times during the past 25 years for service contracts through Hazelbrae Holdings and other organizations including the Vista Group and Cascadia Institute.

COST and TIMING

Paul Daniell would be available to commence this work during September 2014 and would complete the engagement no later than March 2015, based on fees for time and services at the rate of \$1500 per day (excluding GST) plus expenses at cost, for a total cost not to exceed \$22,000.

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$24,500 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Daily Rate

Fees: at a rate of \$1,500 per day (based on a day of 8 hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

Fees: \$22,000 during the Term when the Contractor provides the Services.

3. EXPENSES:

Expenses: \$2,500.00 is the Maximum Amount Payable.

- (a) travel, accommodation and meal expenses for travel greater than 32 kilometers away from 219 West 6th Street, North Vancouver, BC, V7M 1K7 on the same basis as the Province pays its Group II employees when they are on travel status; and
- (b) the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses,

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) to (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (f) a description of this Agreement;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act
The personal information requested on this form is collected under the authority of and used for the purpose of administering the Financial Administration Act. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8815, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

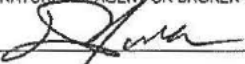
THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Ministry of Technology, Innovation and Citizens' Services		AGREEMENT IDENTIFICATION NO. C15CIO32477
PROVINCE'S CONTACT PERSON NAME & TITLE Lindsey Knight - Contracts & Procurement		PHONE NO. (250) 356-1397 FAX NO. (250) 952-8286
MAILING ADDRESS PO Box 9412 Stn Prov Govt, Victoria, British Columbia		POSTAL CODE V8W 9V1
CONTRACTOR NAME Hazelbrae Holdings Ltd.		
CONTRACTOR ADDRESS 219 6 th Street W, North Vancouver, British Columbia		POSTAL CODE V7M 1K7

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME HAZELBRAE HOLDINGS LTD		POSTAL CODE V7M 1K7
	ADDRESS 219 W 6 th St., North Vancouver, BC		
OPERATIONS INSURED	PROVIDE DETAILS MANAGEMENT ADVISORY SERVICES		
TYPE OF INSURANCE List each separately	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Professional Liability (E+O) CLAIMS MADE FORM	Lloyds of London as arranged by Premier Group #1562294	2015/11/27	\$1,000,000

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKERAGE FIRM TALBOT Insurance Svcs LTD	ADDRESS 112-1100 Sunshine Coast Hwy, Gibsons, BC	PHONE NO. 604 886-2555
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) Donn York, c/o	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S) 	DATE SIGNED Nov 27/14



Assessment Department of the Workers' Compensation Board of British Columbia

Mailing Address
PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location
6951 Westminster Hwy
Richmond BC V7C 1C6
Telephone 604 244 6181
www.worksafebc.com

Employer Service Centre
Telephone 604 244 6181
Toll Free within Canada
1 888 922 2768
Fax 604 244 6490

November 20, 2014

19287

HAZELBRAE HOLDINGS LTD.
219 WEST 6TH ST
NORTH VANCOUVER BC V7M 1K7

Account Number: 836496
Classification: Business Consulting (762006)

Your Rate Information for 2015

WorkSafeBC - the Workers' Compensation Board of B.C. - is funded entirely by employers. Through your premiums, you are protected from lawsuits by workers who suffer work-related injuries and you help cover the cost of health care, rehabilitation and compensation for these employees.

Considering that a single injury can exceed \$1 million, the premiums we collect from employers must cover the current and future cost of claims. For instance, during 2013, WorkSafeBC incurred \$1,951,000,000 in benefits to B.C.'s injured workers on behalf of employers.

To cover these expenses, each year we calculate a base rate, which reflects the historical cost of injuries in your industry. An experience rating discount or surcharge, based on your firm's health and safety record, is then applied to determine your net rate.

You will be classified in CU 762006 in 2015, and your net rate will decrease to \$0.08 from \$0.11 in 2014.

The table below shows how we calculated your rate.

Calculation Steps	Adjustment	\$ Value	Description
Base rate		\$0.11	The rate per \$100 of assessable payroll for all employers who share this classification.
Experience rating adjustment	26.9% discount	-\$0.03	Adjustment to your rate based on your claims' cost history.
Net rate		\$0.08	Your rate per \$100 of assessable payroll. For 2015, the maximum assessable payroll per worker is \$78,600.

Enclosed is a description of the classification unit assigned to your firm. If the classification unit does not reflect your business operations please contact the Employer Service Centre immediately.

You can now conduct 80 percent of your business with WorkSafeBC online. Sign-up today, at WorkSafeBC.com, to report payroll, make payments, submit injury reports, and follow the status of a claim online.

Calculation Date: November 08, 2014

Please refer to your account number in your correspondence or when contacting the Employer Service Centre.

Page 1 of 2

Schedule E – Privacy Protection Schedule

Not applicable.

Schedule F – Additional Terms

A specific Network BC Non-Disclosure Agreement is to be signed at the time of contract signing.

CONFIDENTIALITY AGREEMENT

S. 17

The Province of British Columbia has invited you to participate as part of the Project Team for the Project and is providing this Confidentiality Agreement as a requirement to your participation.

1. I, the undersigned, executed an agreement (the "Agreement") with Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Technology, Innovation and Citizens' Services (the "Province") to provide services in relation to the Project. The Agreement contains certain confidentiality provisions. I, for good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged) do further agree to maintain all information disclosed to me by the Province (the "Information") in confidence, and will not use, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of my work on the Project, any information supplied to, obtained by, or which comes to my knowledge as a result of this Project or the Agreement except insofar as such publication, release or disclosure is necessary to enable me to fulfill my obligations under the Agreement.
2. I acknowledge that the Information that will be disclosed to me regarding the Project, in any form or media, or provided to me in subsequent communications whether in written or oral form, (collectively the "Information") is, by necessity, sensitive and confidential to the Province. I further acknowledge that some of the Information is proprietary and confidential and disclosure would be detrimental to the government and contrary to the public interest.
3. Exceptions to my confidentiality obligations are as follows:
 - (a) if publication, or disclosure is required by law including, without limitation, the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (b) if the Information which has been received by me has been received from another, non confidential source; or
 - (c) the Information which has been previously confidential is subsequently publicly disclosed by another means.
4. I agree that the Province may, with written notice to me, end my access to the Information if I do not adhere to the provisions contained in this Confidentiality Agreement.
5. Upon the end of my access to the Information, or upon written request and direction by Province, I agree to return to the Province or destroy all Information in my possession as a result of my access within a reasonable time period.

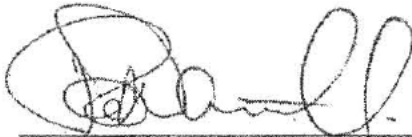
6. The obligations to maintain confidentiality as described in this agreement are not exhaustive, and are in addition to any obligation of confidentiality owed by me to third parties, or under a statute.

If you confirm and acknowledge the terms as set out above, kindly so indicate by signing a copy of this Confidentiality Acknowledgement and returning it by hand, mail, fax or courier to the following address at your earliest convenience:

Carolyn Hergt
Director
Ministry of Technology, Innovation and Citizens' Services
Administrator's Office
W137 – 4000 Seymour Place
Victoria BC V8X 4S8

SIGNED, SEALED AND DELIVERED

this 26th day of NOVEMBER, 2014



[CONTRACTOR SIGNATURE]

PAUL DANIELL, PRESIDENT

[CONTRACTOR NAME & TITLE]

HAZELBRAE HOLDINGS LTD.

[CONTRACTOR COMPANY]

219 W. 6TH STREET

[Address]

NORTH VANCOUVER, BC V7M 1K7

[Address]

604-616-0620

HAZELBRAE@GMAIL.COM

[Telephone no. & email]

CONFIDENTIALITY AGREEMENT

S. 17

The Province of British Columbia has invited you to participate as part of the Project Team for the Project and is providing this Confidentiality Agreement as a requirement to your participation.

1. I, the undersigned, executed an agreement (the "Agreement") with Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Technology, Innovation and Citizens' Services (the "Province") to provide services in relation to the Project. The Agreement contains certain confidentiality provisions. I, for good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged) do further agree to maintain all information disclosed to me by the Province (the "Information") in confidence, and will not use, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of my work on the Project, any information supplied to, obtained by, or which comes to my knowledge as a result of this Project or the Agreement except insofar as such publication, release or disclosure is necessary to enable me to fulfill my obligations under the Agreement.
2. I acknowledge that the Information that will be disclosed to me regarding the Project, in any form or media, or provided to me in subsequent communications whether in written or oral form, (collectively the "Information") is, by necessity, sensitive and confidential to the Province. I further acknowledge that some of the Information is proprietary and confidential and disclosure would be detrimental to the government and contrary to the public interest.
3. Exceptions to my confidentiality obligations are as follows:
 - (a) if publication, or disclosure is required by law including, without limitation, the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (b) if the Information which has been received by me has been received from another, non confidential source; or
 - (c) the Information which has been previously confidential is subsequently publicly disclosed by another means.
4. I agree that the Province may, with written notice to me, end my access to the Information if I do not adhere to the provisions contained in this Confidentiality Agreement.
5. Upon the end of my access to the Information, or upon written request and direction by Province, I agree to return to the Province or destroy all Information in my possession as a result of my access within a reasonable time period.

Schedule G – Security Schedule

Not applicable.