

MASTER CONSULTING/PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated as of this • day of •, 202• [Insert the Agreement Effective date] (the “Effective Date”)

BETWEEN

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

- and -

[Insert Preferred Proponent's legal name] (the “Consultant”)

WHEREAS:

- A. The Company wishes to retain the services of an advertising agency to design and implement digital advertising strategies and campaigns for its two (2) distinctive brands and its products, namely:
- the Old Port of Montreal;
 - the Montreal Science Centre and its IMAX TELUS cinema; and
 - any other product of the Company (the “Project”); and
- B. The Company wishes to enter into a Master Services Agreement with the Consultant for the provision of certain services in connection with the Project.

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

1.0 DEFINITIONS

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

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

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

2.0 SERVICES

- 2.1 Subject to the terms and conditions in this Agreement, the Consultant agrees to provide the Services for the Company.
- 2.2 The Consultant represents that it and its personnel are knowledgeable and experienced in all of the professional disciplines required to properly perform the Services.
- 2.3 Except as otherwise expressly set forth in this Agreement, the Consultant shall provide all personnel, materials, supplies, equipment and other requirements for the timely and proper performance of the Services.
- 2.4 The Consultant shall assign one or more project managers, as appropriate, to the performance of the Services and shall keep the Company advised as to the identity of its project manager(s). If the Company becomes dissatisfied, at any time, with the performance of any of the Consultant’s personnel, the Company shall notify the Consultant, providing reasonable details thereof, and that person shall be replaced by the Consultant with other suitable personnel as soon as reasonably practical following the Company’s request.
- 2.5 The Consultant shall obtain the prior written approval of the Company before retaining any sub-consultants to perform any part of the Services and shall not be entitled to subcontract all of the Services. The Consultant shall be liable to the Company for all actions or inactions of its sub-consultants in the performance of the Services.

- 2.6 The Company may from time to time, by written notice to the Consultant, make changes in the scope of the Services. The Fees described in Schedule "B" will be adjusted accordingly by agreement of the Company and the Consultant.
- 2.7 The Consultant will, if requested in writing by the Company, perform additional Services. The terms of this Agreement will apply to such additional Services, and the Fees for the Consultant's performance of such additional Services will generally correspond to the Fees described in Schedule "B".

3.0 FEES AND EXPENSES

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

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

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

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

4.0 TERM AND TERMINATION

- 4.1 Unless terminated earlier in accordance with the provisions of this Agreement, the term (the "**Term**") of this Agreement shall commence on the Effective Date and shall,

except for those provisions specifically stated or contemplated to survive expiration or termination, continue in effect until the • day of •, 202• [Insert the expiry date being four (4) years after the Effective date of this Agreement].

- 4.2** The Company may extend the timelines for deliverables and accordingly may extend this Agreement and/or any Statement of work, under the same terms and conditions, for a period of time sufficient to complete the Services. The Company may renew this Agreement as required to complete the Project.
- 4.3** The Company may immediately terminate this Agreement and/or any Statement of work at any time, for any reason, in its sole discretion, by written notice to the Consultant, and the termination shall be effective on the date of the notice.
- 4.4** On termination of this Agreement and/or any Statement of work pursuant to Section 4.3, the Company will be responsible to pay, within thirty (30) days of the date of termination, all undisputed invoices for Fees and Expenses submitted by the Consultant to the Company for Services provided to the date of termination.
- 4.5** The Company may terminate, without prejudice to other rights or remedies, this Agreement and/or any Statement of work if:
- (a) the Consultant is in default of any of its obligations under this Agreement and such default continues after ten (10) business days' written notice stating the particulars of the default;
 - (b) there is a material breach or non-performance by the Consultant of its obligations under this Agreement, including failure of the Consultant to devote the necessary time, resources, staff and skill to the performance of the Services; or
 - (c) the Consultant becomes insolvent or bankrupt or winds up or ceases carrying on business,

and in such event the provisions of Section 4.4 shall not apply.

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

the Consultant shall be deemed to have breached this Agreement, which breach cannot be remedied, and the Company shall have the right to terminate this Agreement immediately upon notice to the Consultant and in such event the provisions of Section 4.4 shall not apply.

The Consultant further covenants to proactively disclose to the Company if the Consultant, or an Owner of the Consultant (as defined in the Compliance Certificate),

is convicted of any offences under any of the Acts (as defined in the Compliance Certificate), which has been tried on indictment, during the term of this Agreement.

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

5.0 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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

- 5.3 The Consultant shall not make any press releases or public statements with respect to the execution, delivery or manner of performance of this Agreement or as to any other matters related to this Agreement or the Services, unless the Company has given its prior written approval to such press release or public statement. The Consultant may not use the name of the Company in connection with any advertising or publicity materials or activities except as expressly permitted by the Company in writing.
- 5.4 The Consultant shall take all steps necessary to ensure that all of its employees, independent contractors, officers, directors, and any others for whom the Consultant is responsible at law shall comply with the obligations set out in Article 5.0 and shall be liable to the Company for any breach or non-compliance of these obligations by them.
- 5.5 The Consultant acknowledges that the Company is subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21) and that information provided to the Company in connection with this Agreement may be subject to the provisions of these Acts.
- 5.6 The provisions of this Article 5.0 shall survive expiration or termination of this Agreement.

6.0 NON-COMPETITION AND CONFLICT OF INTEREST

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

7.0 INDEMNIFICATION AND LIABILITY

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

any others for whom the Consultant is responsible at law in the performance of its obligations under this Agreement,

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

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

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

8.0 PERFORMANCE AND STANDARDS

8.1 The Consultant covenants and agrees that it shall:

- (a) perform the Services in a good and professional manner, diligently, honestly and expeditiously, all designed to achieve completion of the Services in a timely manner;
- (b) perform the Services in accordance with this Agreement and all applicable laws, professional practices, licensing requirements, codes and standards; and
- (c) ensure that the Services are performed by personnel who have the necessary qualifications, skills, knowledge, expertise and ability to provide the Services and who are, where applicable, licensed in accordance with all applicable standards, codes or laws.

9.0 INDEPENDENT CONTRACTOR

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

10.0 DISPUTE RESOLUTION

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

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

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

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

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

10.4 Notwithstanding the foregoing, this Section shall not affect and shall not apply to the Company's ability to terminate this Agreement pursuant to Sections 4.3 and 4.5.

11.0 NOTICE

11.1 Any demand, notice, approval, consent or other communication required or authorized to be given pursuant to this Agreement shall be in writing and made or given as follows: (i) by personal delivery or prepaid registered mail; or (ii) by fax or email transmission addressed to the party to receive such notice at the address specified below:

TO: **OLD PORT OF MONTREAL CORPORATION INC.**
 333, de la Commune Ouest Street
 Montreal (Quebec) H2Y 2E2
 Attention: Marie-Josée Biron, Marketing Manager
 Email: mjiron@vieuxportdemontreal.com

with a copy to:

CANADA LANDS COMPANY CLC LIMITED
 1 University Avenue, Suite 1700
 Toronto (Ontario) M5J 2P1

Fax No.: (416) 214-1120
 Attention: Chief Legal Officer and Corporate Secretary
 Email: legalnotice@clc.ca

TO: [Insert full legal name of the Preferred Proponent]
 [Insert regional office address of the Preferred Proponent]
 Fax No.: [Insert fax number of the Preferred Proponent]
 Attention: [Insert representative name of the Preferred Proponent]
 Email: [Insert representative email address of the Preferred Proponent]

11.2 Any demand, notice, approval, consent or other communication that is delivered personally shall be deemed to be received, when left during normal business hours at the address specified above. Any demand, notice, approval, consent or other communication that is delivered by prepaid register mail shall be deemed to be received five (5) business days after mailing, and any demand, notice, approval, consent or other communication sent by fax or email transmission shall be deemed to be received on the next business day. Either party shall be entitled to change its address for notice to another address by notice in writing to the other.

12.0 INSURANCE

12.1 The Consultant shall obtain and maintain throughout the Term, either by way of a new policy or by endorsement to an existing policy, the insurance coverage described in Schedule "C" attached hereto.

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

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

13.0 STATEMENT OF WORK

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

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

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

14.0 GENERAL

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

14.2 The following principles of interpretation apply to this Agreement:

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

- (i) Amendments to this Agreement shall require the agreement of both parties and shall be in writing;
- (j) Time is of the essence;
- (k) A reference to dollars means lawful money of Canada unless stated otherwise;
- (l) Schedules "A", "B" and "C" and "D" are incorporated into and form part of this Agreement;
- (m) Inspection and acceptance of the manner of performance, or a product resulting from the performance, of any of the Services by the Company or anyone acting on the Company's behalf shall not be deemed to waive rights related to any failure by the Consultant to comply with this Agreement;
- (n) Any reference to "days" in this Agreement shall be construed as a reference to calendar days, unless otherwise provided;
- (o) Neither party shall be liable for delays in the performance of its obligations caused by the following conditions of "Force Majeure": acts of God or the public enemy, embargo, war, fire, flood, earthquake, strike, lock-out, terrorist attack, epidemic, abnormal weather conditions, or other calamity or cause beyond the reasonable control of the affected party; however, neither party shall be entitled to the benefit of the provisions this subsection (o) if the delay was caused by lack of funds, or with respect to a delay in payment of any amount or amounts due hereunder;
- (p) In the event that the term "Consultant" includes more than one person, each of them shall be jointly and severally liable to the Company for all of the Consultant's obligations hereunder;
- (q) The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. *Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.*
- (r) It is an express condition of this Agreement that no member of the House of Commons shall be admitted to any share or part of this Agreement or any benefit arising therefrom; and
- (s) This Agreement may be executed in any number of counterparts and delivered electronically, and each counterpart will be deemed an original and the counterparts will, together, constitute one and the same instrument.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

OLD PORT OF MONTREAL CORPORATION INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

We have the authority to bind the Company.

[Insert full legal name of the Preferred Proponent]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Corporation.

SCHEDULE "A" SERVICES

The Consultant shall provide services to the Company to design and implement digital advertising strategies and campaigns for the Company's brands and products, which services are further described below (the "**Services**"), and the particulars of which will be specified by way of the Statement(s) of Work.

The Company wishes to retain the services of the Consultant to design and implement digital advertising strategies and campaigns for the Company's brands and products, namely:

- the Old Port of Montreal;
- the Montreal Science Centre and its IMAX TELUS cinema; and
- any other product of the Company.

The main objectives pursued through the various projects are to:

- maximize revenue generated
- increase attendance
- increase awareness of activities

The Consultant may be asked to provide the following Services:

- a) Design and deploy effective digital campaigns in English and French. This work may include strategic analysis; consulting; making recommendations at the planning, deployment and analysis stages; producing digital materials (creating the campaign's key visuals); creating entirely digital campaigns, and optimizing campaigns on an ongoing basis. For several campaigns, the Consultant must work in collaboration with the advertising agency designated by the Company.
- b) Produce and edit videos to create varied content and increase campaign effectiveness.
- c) SEO expertise: provide recommendations to enhance the online reputation, technical soundness, performance, and user experience (UX) of the Company's websites. Write content that integrates SEO techniques.
- d) Plan and buy digital media placements: plan digital campaigns that support traditional media placements or that are completely digital. Maximize ad placements and budgets, purchase keywords, negotiate agreements, prepare production and broadcast timelines and calendars, ensure delivery of materials, and follow up with the concerned media. Submit detailed media plans including the impressions of each media outlet.
- e) Help develop digital strategies for client acquisition and retention. Maximize performance of the Company's websites and online sales and design landing pages for some campaigns.
- f) Email marketing: make recommendations on email marketing strategies and how the Company's email databases are performing.
- g) Performance reports: work with the Company's Marketing department to identify objectives, define performance indicators for each placement, and provide reports on

findings and observations, in order to continuously improve work processes. Establish benchmarks for each brand.

- h) Advise the Company about new digital trends and legislation.
- i) Successful collaboration: cultivate a proactive and collaborative relationship with the Company and, as required, with the advertising agency designated by the Company.
- j) Be able to travel as needed to attend meetings with the Company and/or its various partners and make visits to better understand the Company's products.

LANGUAGE AND OPERATION

The Consultant must be capable of performing the Services (including without limitation any correspondence, project meeting or drafting of deliverables) in French and English, but primarily in French. The Consultant must also be able to work with the Company's employees in the official language of their choice (English or French). The Consultant must also be able to produce advertising content in French and English for the Montreal and Quebec markets.

The Consultant must be able to operate and offer its services to the Company within the same Canadian time zone: Eastern Time – QC.

ADDITIONAL POTENTIAL SERVICES AT THE COMPANY'S REQUEST

The Company reserves the right to request from the Consultant any services in connection with any new brand, product or business that are added to the Company's portfolio.

The Company reserves the right to request from the Consultant any other services a digital advertising agency may provide.

The Company reserves the right to request from the Consultant any digital advertising agency services in connection with a subsidiary of its parent or the parent company itself (Canada Lands Company Limited).

SCHEDULE "B" FEES AND EXPENSES

Fees and Expenses will be calculated as follows for the provision of the Services:

- a) For strategic planning, project management, creative services and production services, the Company will pay the Consultant based on the fee schedule established for the profiles of the parties involved in performing the Services.

The Consultant shall prepare and submit to the Company, in writing, a quote for the cost of any recommendations made by the Consultant, and shall not incur any Expense until the Consultant has received a work order from the Company. The Consultant shall establish its timesheet system or equivalent duly accepted by the Company, and submit it on request.

[Insert Preferred Proponent's hourly rates]

Hourly rates are fixed for the Term of the Agreement.

- b) For programmatic buying, the Company will compensate the Consultant based on the purchase cost plus the commission percentage applicable to this category.

[Insert Preferred Proponent's percentages]

The percentages are fixed for the Term of the Agreement.

- c) No Expense (travel, food, lodging, etc.) will be borne by the Company under this Agreement unless expressly agreed between the Company and the Consultant for a particular situation at the Company's discretion.

For potential additional services at the Company's discretion, the Fees will be calculated at the following hourly rates:

[Insert Preferred Proponent's hourly rates]

Hourly rates are fixed for the Term of the Agreement.

**SCHEDULE "C"
INSURANCE**

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

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

SCHEDULE D
PREFERRED FORM OF STATEMENT OF WORK

STATEMENT OF WORK NUMBER •

Dated the • day of •, 202•

BETWEEN:

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

Consultant **[Insert full legal name of the Preferred Proponent]** (the “Consultant”)
 Address **[Insert address of the Preferred Proponent]**

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

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

DETAILS OF THE STATEMENT OF WORK

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

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

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

ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

OLD PORT OF MONTREAL CORPORATION INC.

[Insert full legal name of the Preferred Proponent]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We are authorized to bind the Company.

I am/We are authorized to bind the Corporation.