

**SHINGLE SUPPLY AGREEMENT**

**Ecco Recycling & Energy Corporation**

**("Ecco Recycling")**

**-and-**

Empower  
Environmental  
Solutions Calgary  
Ltd.

**("Empower  
Calgary")**

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**SHINGLE SUPPLY AGREEMENT RELATING TO SUPPLYING WASTE SHINGLES TO AN  
ASPHALT SHINGLE REPROCESSING FACILITY**

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THIS SHINGLE SUPPLY AGREEMENT (“Agreement”) is made, entered into and effective as of April 8, 2024 (the “Effective Date”),

**BY AND BETWEEN**

Ecco Recycling & Energy Corporation, (“**Ecco Recycling**”) a corporation incorporated under the laws of Alberta, with an office at 10114-24 Street SE, Calgary, AB, T2C 3X7

**AND**

Empower Environmental Solutions Calgary Ltd. (“**Empower Calgary**”), a corporation incorporated under the laws of Alberta, with an office in the City of Calgary, whose address is 1100, 396 11 Avenue, Calgary, Alberta, T2R 0C5.

**WHEREAS:**

- (1) Empower Calgary will be building and operating an asphalt shingle reprocessing facility in Rocky View County near Calgary, Alberta (the “**Calgary Facility**”).
- (2) The Calgary Facility will extract oxidized liquid asphalt as well as aggregate, paper fiber, and fiberglass strands from waste asphalt shingles that would otherwise be sent to a landfill.
- (3) Ecco Recycling and Empower Calgary (collectively, the “**Parties**”, and each individually a “**Party**”) are desirous of entering into this Agreement whereby Ecco Recycling has agreed to deliver post-consumer waste asphalt shingles (the “**Shingle Supply**”) to Empower Calgary at the Calgary Facility and Empower Calgary has agreed in exchange to accept and process the Shingle Supply on the terms and conditions provided in this Agreement.

**NOW THEREFORE** in consideration of the premises, and the mutual covenants set forth herein, together with other good and valuable consideration, the receipts and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

## 1. Definitions, Interpretation and Appendices

Terms used in this Agreement but not otherwise defined have the respective meanings set out below:

### 1.1 Defined terms

**“Affiliate”** means any company, partnership, joint venture, or entity controlled by, controlling or under common control with a Party hereto. For the purposes of this definition, “control” means the direct or indirect beneficial ownership of fifty percent (50%) or more of the stock entitled to vote in the election of directors or, if there is no such stock, fifty percent (50%) or more of the owners’ interest in such company, partnership, joint venture, or entity;

**“Agreement”** means this agreement and all its attachments, as amended, renewed, or updated from time to time, and references to paragraphs, sections or appendices are references to paragraphs, sections and appendices in this Agreement;

**“Applicable Law”** means, in respect to any Party, asset, operation, transaction or other matter or circumstance: (a) statutes, including all regulations, rules and other statutory instruments promulgated thereunder; (b) judgments and orders of courts of competent jurisdiction; (c) rules, directives, orders, rulings, and decrees, issued by governmental authorities exercising jurisdiction in respect to the applicable Party, asset, operation, transaction or other matter or circumstance; and the terms and conditions of permits, licenses, authorizations or approvals issued by governmental exercising jurisdiction or power over or in respect to the applicable Party, asset, operation, transaction or other matter or circumstance; which are applicable to such Person, asset, operation, transaction or other matter or circumstance as at the applicable time;

**“Authorization”** means any approval, consent, license, permit, authorization or exemption, granted or to be granted by a Governmental Authority which is: (i) necessary for the validity or the exercise of rights or performance of obligations by a party under this Agreement, any of the other Agreements or the subsequent Agreements or any sub-contracts entered into by any of the parties to the Agreements or the subsequent Agreements; or (ii) required for the construction and operation of the Calgary Facility; or (iii) required to fulfill obligations under this Agreement;

**“Business Day”** means a day on which banking institutions are generally open for the transaction of commercial business in Calgary, Alberta, but does not include a Saturday or a Sunday or a statutory holiday in such city;

**“Calgary Facility”** means the asphalt shingle reprocessing facility in Rocky View County near Calgary, Alberta with a municipal address of 285081 Wrangler Avenue, Calgary, Alberta T1X 0P3.

**“Force Majeure Event”** means an act of God, act of government, weather impediment, fire, explosion, war, civil commotion, strike or other labor disturbance, or any other cause

beyond a Party's reasonable control, as further described in Section 15;

**"Insolvency Event"** means, in relation to a Party, the occurrence of one or more of the following:

- (1) the Party becomes insolvent, is unable to pay its debts, fails or admits in writing its inability generally to pay its debts as they become due or ceases to meet its liabilities generally as they become due or gives notice to any of its creditors that it has suspended or is about to suspend payment of its debts generally;
- (2) the Party is dissolved or has a resolution passed for its dissolution, winding-up or liquidation (other than pursuant to a consolidation, reorganization, reincorporation, amalgamation or merger);
- (3) the Party makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (4) the Party institutes, seeks relief under or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law, any companies or corporations legislation or similar law affecting creditors' rights, including without limitation the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding Up and Restructuring Act* (Canada) or a petition is presented for its winding-up or liquidation;
- (5) the Party takes any steps for, or becomes the subject of any proceeding for, liquidation, dissolution, winding up or other termination of its existence including the appointment of an administrator, provisional liquidator, conservator, receiver, receiver manager, trustee, custodian or similar official for it or for all or substantially all its assets and, in the case that such a proceeding is instituted against it, such proceeding is not dismissed, discharged or stayed within thirty (30) days of being instituted;
- (6) a person takes possession or seizes all or substantially all of the Party's assets including by way of execution, attachment, garnishment or distraint, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or litigated on or against all or substantially all of its assets; or
- (7) the Party causes or is subject to any event which has an analogous effect to any of the events specified in clauses (1) to (6) above (inclusive) or takes any action in furtherance of, or indicates its consent to, approval of, or acquiescence in, any of the foregoing;

**"Governmental Authority"** means any 1) federal, provincial, territorial, municipal, local or other government, governmental or public department, central bank, court, minister, governor-in-counsel, cabinet, commission, tribunal, board, bureau, agency or instrumentality, domestic or foreign; 2) subdivision or authority of any of the foregoing; or 3) quasi-governmental body exercising any regulatory authority;

**"Delivery Schedule"** means a non-binding schedule provided by Ecco Recycling to Empower Calgary for each year of delivery of the Shingle Supply setting out Ecco Recycling's forecast of Shingle Supply for that year.

“**Person**” means an individual or a body corporate, trust, partnership, fund, an unincorporated association, or organization;

“**Pre-Commissioning Period**” means the period from April 8<sup>th</sup>, 2024 to March 31<sup>st</sup>, 2025.

“**Post-Commissioning Period**” means the period from April 1<sup>st</sup>, 2025 onward.

“**Shingle Supply Price**” means the applicable price per tonne for the Shingle Supply, calculated in accordance with Appendix A;

“**Shingle Supply Specification**” means the specification that the Shingle Supply must meet as described in Appendix B;

“**Term**” means the operational term under this Agreement, pursuant to Section 2; and

“**tonnes (t)**” means 1,000 kilograms or 2,204 pounds.

## **1.2 Interpretation**

In this Agreement, unless the context otherwise requires:

- i. Reference to a day, month or year is a reference to a calendar day, month or year.
- ii. References to clauses are references to clauses to or contained in this Agreement or Appendices attached herein.
- iii. Words in the singular shall be interpreted as including the plural and vice versa, and words denoting natural persons shall be interpreted as referring to corporations and any other legal entities and vice versa.
- iv. The terms “including” and “include” shall be construed without limitation.
- v. In the event of any conflict between the clauses of the Agreement and clauses of the Appendix, the clauses of the Agreement shall prevail.
- vi. Headings are for convenience only and shall not affect the construction of this Agreement.
- vii. Save as provided to the contrary in this Agreement, where an obligation is required to be performed by a specified time and is not so performed, such obligation shall continue (until performed) notwithstanding that the time specified for its performance has elapsed.
- viii. References to any statutes, acts or regulations shall include references to statutes, acts or regulations as amended from time to time or to any statute from time to time replacing, extending or consolidating the same.

- ix. References to this Agreement or the subsequent Agreement (or any of them) shall, in each case be construed as references to this Agreement as amended, varied, novated, supplemented or replaced from time to time.
- x. The words "other" and "otherwise" shall not be construed *ejusdem generis* with any foregoing words where a wider construction is possible.
- xi. Any covenant by a Party not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person so far as this is within its power or control.
- xii. The expression "person" shall include any legal or natural person, partnership, trust, company, joint venture, Government (whether national or county) or any agency thereof, local authority or other body (whether corporate or unincorporate).
- xiii. If a definition of a particular term or expression in this Agreement imposes substantive rights and obligations on a Party to this Agreement, such rights and obligations shall be given effect to and shall be enforceable notwithstanding that they are contained in a definition.
- xiv. A Party shall be construed so as to include its successors in title, permitted assigns and permitted transferees.
- xv. A requirement that payment be made on a day which is not a Business Day shall be construed as a requirement that the payment be made on the next Business Day.
- xvi. Unless otherwise provided herein, where a consent or approval is required by one Party from the other Party, such consent or approval shall not be unreasonably withheld or delayed.

**1.3 The Appendices consist of the following:**

Appendix A	Shingle Supply Price
Appendix B	Shingle Supply Specification

**2. Term**

2.1 This Agreement is in full force and effect as of the date hereof and each Party declares that it has received required internal approvals to sign the Agreement.

The Term of the Agreement is three (3) years commencing on April 8, 2024, which Term shall be renewed automatically for succeeding terms of three (3) years each unless either Party gives written notice to the other Party at least one hundred and eighty days (180) prior to the expiration of any Term of its intention not to renew ("Term" includes both the initial term and any renewal terms).

### **3. Volume, Ownership and Delivery Location**

#### **3.1 Pre-Commissioning Period**

3.1.1 The maximum volume of Shingle Supply that shall be accepted at the Calgary Facility during the Pre-Commissioning Period is [REDACTED] tonnes.

3.1.2 Ecco Recycling will deliver up to [REDACTED] tonnes of Shingle Supply to the Calgary Facility during the Pre-Commissioning Period. The monthly maximum volume of Shingle Supply during the Pre-Commissioning Period is up to [REDACTED] tonnes per month and will be determined according to the monthly nomination process, described in Section 4.

3.1.3 The Calgary Facility will accept the Shingle Supply from Ecco Recycling from April 8, 2024 onwards, and Empower Calgary acknowledges and agrees that it is prepared and will accept Shingle Supply during the Pre-Commissioning Period and that it has all necessary licenses and permits to accept and store the Shingle Supply as of the Effective Date.

#### **3.2 Post-Commissioning Period**

3.2.1 The maximum yearly volume of Shingle Supply that shall be accepted at the Calgary Facility from Ecco Recycling during the Post-Commissioning Period is up to [REDACTED] tonnes per year. The Parties may increase the maximum volume of Shingle Supply in any given year by mutual agreement, in writing, between the Parties. Unless Ecco Recycling determines, either directly or through an affiliate, to recycle its own waste shingles, Ecco Recycling will supply all of its waste shingles to Empower Calgary, subject to the volumes outlined above and provided there is no Force Majeure Event at the Calgary Facility which prevents Empower Calgary from accepting Shingle Supply, however, there is no minimum yearly volume of Shingle Supply imposed on Ecco Recycling pursuant to this Agreement.

3.3 Ecco Recycling shall deliver the Shingle Supply to the Calgary Facility. Empower Calgary will not change the location of the Calgary Facility without written notice to Ecco Recycling at least 120 days prior to relocation.

3.4 Ownership and risk of loss of the Shingle Supply remains with Ecco Recycling until the Shingle Supply is unloaded at the Calgary Facility.

### **4. Delivery Schedule, Nomination of Volume and Maintenance**

4.1 Ecco Recycling will provide Empower Calgary a non-binding delivery schedule for Shingle Supply for the following year in the last quarter of the preceding year. Ecco Recycling shall provide regular updates on changes to the delivery

Commercially sensitive information redacted.

schedule with respect to any material additional expected volumes of Shingle Supply and timing of Shingle Supply.

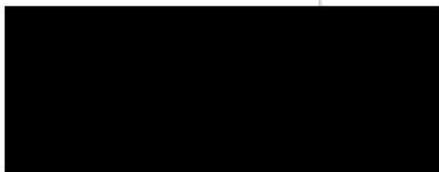
- 4.2 Empower Calgary will provide Ecco Recycling a month-to-month Shingle Supply volume nomination. The volume nomination for each month is due by the 20<sup>th</sup> of the month prior to the next months' volume delivery.
- 4.3 Planned and unplanned Calgary Facility outages will not impact the Shingle Supply to the Calgary Facility. Acceptance of the Shingle Supply will be ongoing except in the case of a Force Majeure Event.
- 4.4 A Force Majeure Event will be communicated as soon as reasonably practicable to Ecco Recycling by Empower Calgary.

**5. Purchase Price, Invoice and Payment**

- 5.1 The Shingle Supply Price of the Shingle Supply is calculated in accordance with Appendix A.
- 5.2 The Shingle Supply Price is based on the scale ticket of Shingle Supply measured on Empower Calgary's weigh scale which is automatically calculated and recorded through Empower Calgary's automated system, absent manifest error. If Empower Calgary's automated system is not up and running and therefore there is no scale ticket at the Calgary Facility when Ecco Recycling delivers Shingle Supply, then Empower Calgary will use Ecco Recycling's scale ticket for that load of Shingle Supply.
- 5.3 Empower Calgary will provide monthly invoices to Ecco Recycling for the Purchase Price plus applicable taxes in accordance with Section 5.4.
- 5.4 After each calendar month during the Term, Empower Calgary will prepare an invoice for the previous month and will send the invoice to Ecco Recycling electronically. If an invoice undercharges Ecco Recycling for Shingle Supply volume or overcharges Ecco Recycling for Shingle Supply volume, in accordance with Table 1 in Appendix A, then Empower Calgary will make a corresponding correction on the invoice following the discovery of the under or over charge to Ecco Recycling.
- 5.5 The currency of invoicing and payment will be the Canadian dollar.
- 5.6 Ecco Recycling will make all payments it is required to make to Empower Calgary under this Agreement by electronic fund transfer (EFT) payment by the 20<sup>th</sup> day of month following invoice receipt. Remittance should be made to:



Banking information redacted.



- 5.7 In the event the payment due date falls on a Saturday, Sunday, or banking holiday, payment shall be due on the next succeeding banking day.
- 5.8 In the event that payment is not received by Empower Calgary from Ecco Recycling within five (5) days from receipt of written notice from Empower Calgary following the payment due date that the payment was not received, interest on overdue payments shall be paid for the period starting on and including the due date for payment and ending on, but excluding the date of the payment, at the Prime Rate quoted by the Bank of Canada for the applicable period plus three (3%) percent.
- 5.9 The interest payment shall be calculated by applying the interest rate determined above to the overdue balance based on actual calendar days elapsed divided by 360, compounded daily.
- 5.10 In addition to the Purchase Price payable by Ecco Recycling to Empower Calgary pursuant to this Agreement, Ecco Recycling shall pay to Empower Calgary all applicable sales taxes, value added taxes (such as VAT and GST), which shall be paid by Ecco Recycling to Empower Calgary at the same time as the Purchase Price invoiced under Paragraph 5.3. Empower Calgary shall identify such taxes separately on each invoice, and each invoice shall contain Empower Calgary's GST registration number.
- 5.11 Empower Calgary's invoices shall meet all legal requirements. Invoices shall be sent electronically to:  [Contact information redacted.](#)
- 5.12 Save where expressly provided herein or agreed in writing by the Parties, each Party will support its internal and external costs associated with the performance of this Agreement.

**6. Rights and Responsibilities of Empower Calgary**

- 6.1 Empower Calgary shall accept the Shingle Supply at the Calgary Facility during the Term of the Agreement, except in the case of Force Majeure in accordance with Section 15 and Default and Termination in accordance with Section 14.
- 6.2 Empower Calgary shall inspect each shipment of Shingle Supply prior to its unloading at the Calgary Facility and advise Ecco Recycling in writing of any contaminants found therein, failing which the Shingle Supply shall be deemed to be free of contaminants and meeting the Shingle Supply Specification at the time of unloading.
- 6.3 Empower Calgary shall at all times during the Term provide an adequate, safe

and secured area at the Calgary Facility to store and process the Shingle Supply.

- 6.4 Empower Calgary shall ensure that the Shingle Supply is not stored, handled, processed or used in a manner which could constitute a potential or actual hazard, nuisance or eyesore.
- 6.5 Title to the Shingle Supply shall pass from Ecco Recycling to Empower Calgary upon the unloading of the Shingle Supply at the Calgary Facility by Ecco Recycling or its carriers.
- 6.6 Empower Calgary is responsible for all environmental contamination at the Calgary Facility, as required by Applicable Law or otherwise.
- 6.7 All trademark and intellectual property rights associated with Empower Calgary's proprietary asphalt shingle reprocessing technology are the exclusive rights of Empower Calgary.
- 6.8 Empower Calgary shall not make any representations to any Person or Governmental Authority regarding the Shingle Supply, including regarding its source, composition, properties, specifications, merchantability or fitness for any particular use, other than it being manufacturing shingle waste.

## **7. Rights and Responsibilities of Ecco Recycling**

- 7.1 Risk of loss for the Shingle Supply remains with Ecco Recycling until it is unloaded at the Calgary Facility.
- 7.2 Ecco Recycling disclaims all warranties, express or implied, regarding the Shingle Supply, including without limitation, any warranty of the merchantability or fitness for any particular purpose and any warranty regarding the Shingle Supply's processed or unprocessed state, and makes no representations regarding the Shingle Supply other than as set out on Appendix B. The Shingle Supply shall be received by Empower Calgary on an "as is" basis.

## **8. Shingle Diversion from Landfill Certification**

- 8.1 As part of its ESG strategy and company-wide program, Empower Calgary, working with its parent company, Northstar Clean Technologies Inc. ("**Northstar**") will explore the potential for a shingle diversion from landfill certification program. Ecco Recycling will be included in this program or a similar program once Northstar's ESG strategy has been developed and implemented across the company by Northstar.

## **9. Insurance**

Insurance limits  
redacted

- 9.1 Empower Calgary shall, without limiting its obligations or liabilities as stated elsewhere in this Agreement, obtain and continuously maintain at its own expense and cost, the following insurance coverages:
- a. Workers' Compensation insurance covering all employees, partners and directors in accordance with Applicable Law.
  - b. General liability insurance, including coverage for product and completed operations hazards, in the amount of at least \$ [REDACTED] per occurrence and \$ [REDACTED] in the aggregate.
  - c. Property insurance.
  - d. Automobile liability insurance covering all owned and non-owned motor vehicles operated or used by Empower Calgary.
  - e. Equipment insurance covering all construction machinery, temporary buildings, equipment, and tools used by Empower Calgary in the construction of the Calgary Facility.
  - f. Environmental liability insurance in the amount of at least \$ [REDACTED] per occurrence and \$ [REDACTED] in the aggregate.
- 9.2 Such insurance shall be maintained for at least five (5) years following the termination of the Agreement.
- 9.3 Such insurance shall be primary to any insurance carried by Ecco Recycling without right of contribution from Ecco Recycling or its insurance policies. All policies shall include a waiver of subrogation in favour of Ecco Recycling.
- 9.4 Upon execution of this Agreement and from time to time thereafter as reasonably requested by Ecco Recycling, Empower Calgary shall provide Certificate(s) of Insurance evidencing coverage during the Term of this Agreement and naming Ecco Recycling as additional insured. Empower Calgary agrees to provide ten (10) days' advance written notice to Ecco Recycling in the event of any material change in, or cancellation of, such insurance.
- 9.5 Empower Calgary shall indemnify and hold Ecco Recycling harmless from any claims, demands, losses, costs, damages, actions, suits, or proceedings arising from the Empower Calgary's failure to obtain the insurance required hereunder.

## **10. Indemnity**

- 10.1 Obligation to Indemnify and Hold Harmless. Each Party shall indemnify, defend and hold harmless the other Party, its parent, subsidiaries, Affiliates, successors and assigns and each of their officers, directors, managers,

shareholders and employees (each an "**Indemnitee**" and collectively the "**Indemnitees**") from any damage to property, any injury to person (including death), and any demands, claims, expenses, fines and losses of any type (including, but not limited to legal fees and expenses on a solicitor-own client basis incurred by the Indemnitee in defending any legal action pertaining to the above) to the extent resulting from (a) the indemnifying Party's negligence, gross negligence or willful misconduct in performing or failing to perform its obligations under this Agreement, or (b) the indemnifying Party's breach of any representation, warranty or covenant contained in this Agreement or in any of its Appendices. Where the personal injury, death, damage to property or loss is the result of the joint negligence, gross negligence or willful misconduct, the Parties shall indemnify each other in proportion to their respective allocable share of such joint negligence, gross negligence or willful misconduct. If either Party is strictly liable under Applicable Law, the other Party's duty of indemnification shall be in the same proportion that its negligence, gross negligence, or willful misconduct contributed to the loss for which the first Party is strictly liable.

For purposes of this Agreement,

a. the term "**negligence**" includes active or passive negligence;

b. the term "**gross negligence**" means any act which is, without regard to the magnitude of the resulting damage (i) a marked and flagrant departure from the standard of conduct of a reasonable person acting in the circumstances at the time of the alleged misconduct, or (ii) such wanton and reckless conduct, indifference or omissions as constitutes in effect an utter disregard for harmful, foreseeable and avoidable consequences; and

c. the term "**willful misconduct**" is defined by Applicable Law.

10.2 Notice and Tender. The Indemnitee (a) shall, within sixty (60) days of receiving notice of any claim, lawsuit, action or proceeding subject to this indemnity, give written notice of such claim, lawsuit, action or proceeding to the indemnifying Party and provided that the Indemnifying Party agrees in writing that the claim, lawsuit, action or proceeding is subject to indemnification, shall tender the defense of such matter to the indemnifying Party, and (b) shall have the right, but not the duty, to participate in the defense of any such claim, lawsuit, action or proceeding and to be represented by counsel of such Indemnitee's choosing at its own expense, without in any way relieving the indemnifying Party of its obligations under this indemnity. If the Indemnitee fails to give such notice and tender such defense within the 60-day period, it shall be solely responsible for any loss with respect to such claim to the extent it is attributable to such failure. However, the failure to give such notice and tender such defense within the 60-day period, shall not result in a forfeiture or waiver of any rights to

indemnification for any loss not attributable to such failure. The indemnifying Party may not, without the Indemnitee's consent, which shall not be unreasonably withheld or delayed, settle or compromise any claim or consent to any entry of judgment that does not include a full release of the Indemnitee from all liability on the claim.

10.3 Further, Empower Calgary shall indemnify, defend and hold harmless Ecco Recycling, its parent, subsidiaries, Affiliates, successors and assigns and each of their officers, directors, managers, shareholders and employees, from all liabilities and claims (including but not limited to claims by employees and legal fees and expenses on a solicitor-own client basis) whether or not a proceeding has been commenced, a judgment obtained or an order issued, arising from (a) any operations or conduct with regard to the Shingle Supply by Empower Calgary or by those from whom it is at law responsible, including without limitation, its use, misuse, transportation, handling, processing, disposal, storage after delivery of the Shingle Supply to the Calgary Facility; (b) the violation of Applicable Law, specifically including but not limited to environmental laws, and the regulations promulgated thereunder, as may be amended from time to time; and (c) the placement, spill, discharge, emission, migration, release or threatened release into the environment or the storage, treatment, handling, disposal or use of any hazardous or non-hazardous material or substance, including the Shingle Supply, at or from the Calgary Facility or pursuant to any activity no matter where located related to the Shingle Supply or this Agreement or otherwise by Empower Calgary or those for whom it is responsible at law.

10.4 Consequential Damages. Neither Party shall be liable to the other under this Agreement (for breach, by way of an indemnity or otherwise) for any incidental, punitive, consequential, special, or indirect damages, including without limitation, loss of profits or goodwill, regardless of whether either Party has been advised of the possibility of such damages. Subject to the foregoing, each Party shall bear full responsibility without limits per occurrence for gross negligence or willful misconduct attributable to its managerial and senior supervisory personnel and, in no event, will a Party be required to release or indemnify the other Party for gross negligence or willful misconduct attributable to the other Party's managerial or senior supervisory personnel. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement limits or excludes either party's liability for gross negligence, willful misconduct, fraud or fraudulent misrepresentation.

10.5 This Section 10 shall survive the expiry or termination of this Agreement.

## **11. Undertakings and Warranties of the Parties**

11.1 Undertakings of the Parties: Parties to this Agreement undertake to always comply with Applicable Law.

11.2 Representations and Warranties of the Parties:

The parties represent and warrant that as of the Effective Date:

- 11.2.1 the parties are corporations validly existing under the laws of Alberta and hold all requisite legal power and authority to execute this Agreement and to carry out the terms, conditions, and provisions hereof;
- 11.2.2 all necessary governmental action required to authorize the execution, delivery and performance by the Parties of this Agreement and the transactions contemplated hereby has been taken;
- 11.2.3 this Agreement constitutes valid, legal and binding obligations of the Parties, enforceable in accordance with its terms;
- 11.2.4 the Parties acknowledge that there are no foreseen actions, suits or proceedings pending or threatened, against or affecting the Parties before any court or administrative body or arbitral tribunal which might materially adversely affect the ability of the Parties to meet and carry out its obligations under this Agreement; and
- 11.2.5 the execution, delivery and performance by the Parties of this Agreement has been duly authorized and will not contravene any provision of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound.
- 11.2.6 Empower Calgary represents as of the Effective Date that the completion of the Calgary Facility is anticipated by September, 2024.

## **12. Restrictive Covenants**

12.1 Confidentiality

- 12.1.1 Throughout the Term of this Agreement, except as set forth herein, the Parties shall keep confidential and shall not disclose to any Person any information, documentation, records, and data respecting this Agreement, the Parties, the transactions contemplated hereby, and the respective facilities of each Party (collectively the “**Confidential Information**”), without the prior written consent of the other Party. A Party may disclose Confidential Information to such of its employees, consultants, advisors and Affiliates that have a legitimate commercial

need to know such information, but only on the condition that the confidentiality requirements herein are disclosed to and enforced upon such Persons. A Party shall be liable to the other Party for a breach of confidentiality by a Person to whom Confidential Information was disclosed.

12.1.2 Paragraph 12.1 does not apply to information which:

12.1.2.1 is or becomes part of the public domain through no act or default of the Party receiving the Confidential Information;

12.1.2.2 is furnished by a third party to a Party, provided that such Party has no knowledge that the information was received directly or indirectly by the third party in breach of obligations of confidentiality to the other Party;

12.1.2.3 is required to be disclosed pursuant to a provision of this Agreement, any regulation or any order of a court or regulatory agency having jurisdiction, including the rules and requirements of any securities commission or stock exchange having jurisdiction over a Party or any of its Affiliates, provided that prior to any such disclosure, the Party that is under an order to disclose provides prompt written notice to the other Party, if allowable by law, so as to allow the other Party to seek a protective order at its own expense; or

12.1.2.4 is disclosed to such parties as may be reasonably necessary in the conduct of the transactions contemplated hereby, operations of the Parties' respective facilities, or the construction of their respective facilities, provided that such third parties have agreed to confidentiality provisions substantially the same as those set forth herein.

12.1.3 Each Party acknowledges that the unauthorized disclosure of Confidential Information may irreparably harm the other Party and that, in addition to any other remedies available at law or in equity, each Party may seek injunctive relief in order to prevent the disclosure or use of such information.

12.1.4 Any press releases will be jointly approved and issued by the Parties. The publishing date will be mutually agreed.

12.1.5 The confidentiality duty of the Parties set out in this Section shall survive the termination of this Agreement for a period of five (5) years.

## 12.2 Intellectual Property Ownership

Except as expressly set forth herein, as between the Parties, each Party is and shall remain the owner of all intellectual property that it owns or controls as of the Effective Date or that it develops or acquires thereafter.

### **13. Anti-corruption and Compliance with Code of Ethics**

- 13.1 Each Party represents that it has not offered, promised or given financial or other advantage to a governmental official, public official or any other person in connection with any matter or agreement that is the subject of this Agreement.
- 13.2 Each Party agrees and represents on behalf of itself, its respective Affiliates, directors, officers, employees, agents, consultants and representatives that they shall not, directly or indirectly,
- a. pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to:
    - i. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
    - ii. an officer or employee of a public international organization;
    - iii. any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
    - iv. any political party or official thereof, or any candidate for political office;
    - v. any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities, or
  - b. engage in other acts or transactions, in each case if this is in violation of or inconsistent with the applicable anti-bribery or anti-money laundering legislation of any government having jurisdiction over the matters contemplated by this Agreement, including, as may be applicable, The Corruption of Foreign Public Officials Act (Canada) and any applicable country legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
- 13.3 Each Party agrees that they shall, in connection with the performance of their obligations and the exercise of their rights under this Agreement, deal with

their customers, employees, suppliers, and other persons, organizations, and governments in a fair manner consistent with its own code of ethics and undertake to conduct themselves, and will require its employees, directors, officers, affiliates, agents or representatives to conduct themselves, in all matters concerning this Agreement or that may reasonably be perceived as concerning the Agreement, in a manner consistent with the values and the principles promoted in its own code of ethics.

13.4 Ecco Recycling acknowledges that it has been given access to the code of ethics of Empower Calgary before entering into this Agreement. The code of ethics of Empower Calgary is available [here](#).

13.5 Each Party agrees that a non-compliance with the principles established in its code of ethics constitutes a material breach of this Agreement.

#### **14. Default and Termination**

14.1 If a Party:

- i. has failed to pay any amount due to the other Party on or before the thirtieth (30th) Business Day from receipt of notice from the other Party following the due date for such amount that the payment was not received, which amount is not being disputed by the Party in good faith;
- ii. has breached or defaulted in the performance of any other material obligation under this Agreement or of any representations hereunder, and has not remedied or taken demonstrable steps to remedy such breach or default within ten (10) Business Days after written notice of such default is provided to the other Party (and in the case of demonstrable steps, continues to diligently pursue curative action of the default and cures the default within an additional ninety (90) day period); or
- iii. is subject to an Insolvency Event;

then the other Party may, at its option and in addition to any other remedies available to it, terminate this Agreement as of a specified date by written notice to the defaulting Party, provided however that no such termination may be made with effect prior to the expiry of the initial five (5) year Term.

14.2 In the event of default by either of the Parties in any of the terms and conditions herein set forth, the defaulting Party shall pay all reasonable costs and expenses incurred in enforcing this Agreement or recovering damages for its breach, including legal expenses and fees on a solicitor-client basis.

#### **15. Force Majeure Event**

- 15.1 In the event that either Party is unable to meet its obligations under this Agreement as a result of a Force Majeure Event, the Party experiencing the Force Majeure Event may suspend its obligations under this Agreement for the duration of that event as provided below in Paragraphs 15.2 through 15.6. For the purposes of this Section 15 and Section 9, a “**Empower Calgary Force Majeure Event**” is a Force Majeure Event affecting Empower Calgary’s ability to meet its obligations and a “**Ecco Recycling Force Majeure Event**” is a Force Majeure Event affecting Ecco Recycling’s ability to meet its obligations.
- 15.2 Force Majeure Notice. If, as a result of any Force Majeure Event, the affected Party is unable to perform its obligations under this Agreement and gives written notice of same to the non-affected Party within forty-eight (48) hours of its occurrence, then (i) the failure will not be deemed a breach or default; and (ii) the applicable time periods for the Parties to perform will be extended, but only to the extent and for the period the Force Majeure Event prevents the affected Party from performing its obligations. The affected Party shall notify the non-affected Party, within forty-eight (48) hours of the initial written notification of the condition of the unforeseen event.
- 15.3 Payment Obligations During Force Majeure Event. Payment obligations of either Party to the other Party shall not be excused by any Force Majeure Event.
- 15.4 Extended Empower Calgary Force Majeure Event or Ecco Recycling Force Majeure Event: If at any time during or after the initial Term, an Empower Calgary Force Majeure Event or an Ecco Recycling Force Majeure Event extends beyond ninety (90) days, or upon notice from the other Party that such Force Majeure Event is reasonably expected to extend beyond ninety (90) days, then the Party not experiencing the Force Majeure Event may by written notice to the Party experiencing such extended Force Majeure Event terminate this Agreement, effective on or after the 91st day, or alternatively the Parties may negotiate new terms.

## **16. Governing Law and Dispute Resolution**

- 16.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein without regard to its conflict of laws rules. Subject to Section 16.2, in the event of any dispute or other proceedings hereunder, the Parties each irrevocably submit to the Courts of the Province of Alberta.
- 16.2 Arbitration:
- 16.2.1 The Parties shall use their best efforts and attempt in good faith to amicably settle any dispute, controversy, or claim arising out of or in connection with this Agreement or the interpretation thereof.

16.2.2 If the Parties fail to agree on any matters referred to in this Agreement, either Party may by notice to the other refer the dispute to the senior management of each Party who will use commercially reasonable efforts to resolve the dispute. Any dispute that cannot be settled by the Parties within thirty (30) days' notice to the other Party shall be referred to arbitration pursuant to the Arbitration Act (Alberta) (the "Rules") and such arbitration proceedings will be conducted in Calgary, Alberta. The panel will consist of one arbitrator chosen in accordance with the Rules. The decision of the arbitrator as to the matter and associated costs of arbitration shall be final and binding.

16.2.3 Notwithstanding the above arbitration provision, nothing herein shall preclude either party from applying to a Court of competent jurisdiction for an order enjoining any activity by the other party pending the hearing of the arbitration.

16.3 Exclusivity: Neither Party shall have any right to commence or maintain any legal proceeding concerning a dispute until it has been resolved in accordance with Section 16.2 above, and then only to enforce or execute the decision under such procedure.

## **17. Miscellaneous**

### **17.1 Assignment or Transfer**

17.1.1 Any assignment or transfer by a Party of all (but not part only) of its rights and obligations under this Agreement is permitted but only with the prior written consent of the other Party, provided that:

- i. such consent shall not be unreasonably withheld or delayed if the Party wishing to assign can satisfy the other Party, in its reasonable discretion, of such proposed assignee's financial, technical, legal status, and ability to observe and perform this Agreement; and
- ii. the Party wishing to assign shall have given notice to that effect to the other Party and such notice shall have given sufficient information to show the status and ability of the proposed assignee to carry out the terms of this Agreement.

17.1.2 No assignment pursuant to above clause shall be effective unless and until the assigning Party has:

- i. procured the proposed assignee to covenant directly with the other Party (in a form reasonably satisfactory to such Party) to observe and perform all the terms and conditions of this Agreement and if reasonably required by the other Party arrange for a guarantee or other equivalent security in favor of such other Party in respect of all

obligations or liabilities to be assigned; and

- ii. provided to the other Party a certified copy of the assignment (excluding the consideration paid or payable for such assignment).

#### 17.2 Variation

This Agreement may not be varied nor any of its provisions waived except by an agreement in writing signed by the Parties. The Parties record that any such variation or waiver shall be treated as confidential and shall not be disclosed to any other person, save as required under Applicable Law.

#### 17.3 Survival of Rights

The expiry or termination of this Agreement shall not affect any rights or obligations which may have accrued prior to such expiry or termination and shall not affect obligations of each of the Parties under this Agreement which are expressed to continue after such expiry or termination.

#### 17.4 Notices

Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing as follows:

17.4.1 Any such notice or other communication shall be addressed as provided in Section 17.4.2 below and, if so addressed, shall be deemed to have been duly given or made as follows:

- i. if sent by personal delivery, upon delivery at the address of the relevant Party;
- ii. if sent by post, five (5) Business Days after the date of posting provided that proof is given that the notice was properly addressed and duly dispatched by post; and
- iii. if sent by electronic mail, upon confirmation of receipt by the intended recipient, which in the absence of an electronic read receipt, can be established by an electronic delivery receipt. Provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside normal working hours in the place of service of the notice or other communication, it shall be deemed to be given or made at the start of normal working hours on the next Business Day.

17.4.2 The relevant address of each Party for the purposes of this Agreement is:

In the case of Ecco Recycling:



With copies by email to:



In the case of the Empower Calgary:

Personal contact  
information redacted.

Name: Aidan Mills, CEO

Address: 1110, 396 11 Avenue SW, Calgary, AB T2R 0C5

Email:



With a copy to:

Name: Kellie Johnston, Chief Sustainability Officer & GC

Address: 1110, 396 11 Avenue SW, Calgary, AB T2R 0C5

Email:



17.4.3 A Party may notify the other Party of a change to its name or address for the purposes of above clause provided that such notification shall only be effective on:

- i. the date specified in the notification as the date on which the change is to take place; or
- ii. if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date falling five (5) Business Days after notice of any such change has been given.

## **18. Entire Agreement**

This Agreement, along with the appendices and amendments to it, constitutes the entire Agreement between the Parties with respect to its subject matter and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous Agreements and understandings between the Parties with respect to its subject matter and each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any

representation, warranty or other undertaking by the other Party not fully reflected in the terms of this Agreement.

**19. Severance**

The invalidity or unenforceability of any clause of this Agreement shall not affect the validity or enforceability of the remainder of this Agreement, and the invalidity or unenforceability of any provision of any clause shall not affect the validity or unenforceability of the remaining provisions of such clause, provided that, in the event that any clause is held for any reason to be invalid or unenforceable, the Parties shall negotiate in good faith to replace the invalid or unenforceable clause with a new clause, the effect of which is as near to that of the invalid and unenforceable clause as possible and provided that if this is not possible the Parties shall negotiate in good faith to make such other changes to the provisions of this Agreement as shall most nearly preserve the overall commercial intention of the Parties in entering into this Agreement.

**20. Counterparts**

This Agreement may be executed in counterparts and by each Party on a separate counterpart, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute one and the same instrument. Signatures delivered by electronic means of communication shall be deemed for all purposes to be original counterparts of this Agreement or any amendment of this Agreement.

*(The rest of this page left intentionally blank)*

Empower Calgary and Ecco Recycling have signed this Agreement as of the date provided in the opening paragraph to indicate their consent to be bound by its terms.

**Empower Environmental Solutions Calgary Ltd.**

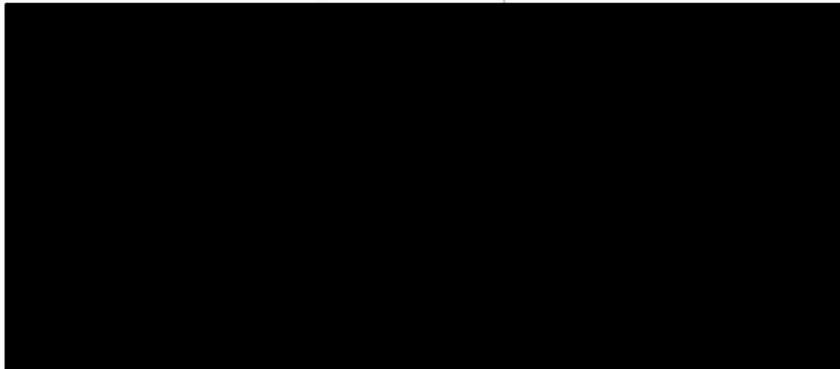
(Signed) "*Aidan Mills*"

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NAME: Aidan Mills

TITLE: President and CEO, Northstar Clean Technologies Inc.  
Director, Empower Environmental Solutions Calgary Ltd.

I have authority to bind Empower Environmental Solutions Calgary Ltd.



Counterparty signature redacted.

**Appendix A: Shingle Supply Price**

The price of shingles (“**Shingle Supply Price**”), per metric tonne, paid by Ecco Recycling for Shingle Supply during the Pre-Commissioning Period will be based on the volume supplied and calculated per Table 1 below and the price paid per metric tonne during the Post-Commissioning Period will be calculated per Table 2 below.

Table 1:

<b>Volume supplied - Pre-Commissioning Period</b>	<b>Pricing (\$/tonne)</b>
[REDACTED]	[REDACTED]

Table 2:

<b>Volume supplied - Post-Commissioning Period</b>	<b>Pricing (\$/tonne)</b>
[REDACTED]	[REDACTED]

Commercially sensitive pricing information redacted.

Appendix B: Shingle Supply Specification



Commercially sensitive information redacted.