

ALTOMAXX TECHNOLOGIES INC. **TERMS AND CONDITIONS**

The process to be certified: Unmanned Aircraft Systems Operations Procedure

1. AltoMaxx Technologies has a legally enforceable agreement for the provision of certification activities to its clients as stipulated in the ISO standards. This agreement takes into account the responsibilities of the certification body and its clients. Each client must comply with following;

- a. The client always fulfils the certification requirements, including implementing appropriate changes when they are communicated by AltoMaxx Technologies;
- b. If the certification applies to ongoing process, the certified process continues to fulfil the requirements set by the scheme document;
- c. The client makes all necessary arrangements for:
 - i. The conduct of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
 - ii. Investigation of complaints;
 - iii. The participation of observers, if applicable;
- d. The client makes claims regarding certification consistent with the scope of certification;
- e. The client does not use its certification in such a manner as to bring AltoMaxx Technologies into disrepute and does not make any statement regarding its certification that AltoMaxx Technologies may consider misleading or unauthorized;
- f. Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
- g. If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
- h. In making reference to its certification in communication media such as documents, brochures or advertising, the client complies with the requirements of AltoMaxx Technologies or as specified by the certification scheme;
- i. The client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the process;
- j. The client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to AltoMaxx Technologies when requested, and

1. takes appropriate action with respect to such complaints and any deficiencies found in processes that affect compliance with the requirements for certification which can include legal action;
 2. documents the actions taken;
 - k. The client informs AltoMaxx Technologies, without delay, of changes that may affect its ability to conform to the certification requirements in relation to legal ownership status, management organization, methods and site changes as well as any major changes to the quality management system.
2. Use of license, certificates and marks of conformity are under the control of AltoMaxx. The client shall have in place mechanisms for indicating the scope of the certification is accurately represented. Incorrect references to the certification scheme, or misleading use of licenses, certificates, marks, or any other mechanism for indicating a product is certified, found in documentation or other publicity, shall be dealt with by suitable action. The criteria for use of logo takes into consideration requirements within the ISO standards. The AltoMaxx certification mark shall be legible when displayed.
3. All intellectual property rights, including copyrights, patents, trademarks, trade secrets, and other confidential information, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, moral rights, and all other rights in and to all documents, work product, and other materials that are delivered to client under this Agreement or prepared by or on behalf of AltoMaxx in the course of performing the Services except for any Confidential Information of client or client materials shall be owned by the service provider. Service Provider hereby grants client a licence to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis to the extent necessary to enable client to make reasonable use of the Deliverables and the Services.
4. AltoMaxx Technologies and the client enter a legally enforceable commitment for the management of information obtained or created during the performance of certification activities as it relates to the scheme. This information is considered proprietary information and shall be regarded as confidential (not including information that is made publicly available, or when agreed between the certification body and the client). The client will be notified in advance if there are changes to be made to the process, likewise the client, will notify the certification body if the information is intended for public display.
5. Only when the certification body is required by law or authorized by contractual arrangements to release confidential information, the client or person concerned shall, unless prohibited by law, be notified of the information provided. Information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) shall be treated as confidential.
6. The client shall be responsible for all goods and services tax, harmonized sales tax, provincial sales tax, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local

governmental entity or regulatory authority on any amounts payable by the client hereunder; provided, that, in no event shall client pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenue, gross receipts, personnel or real or personal property or other assets.

7. These terms and conditions shall commence as of the Effective Date of the client signed quotation and shall continue thereafter until the completion of the services. Either Party may terminate this Agreement, effective upon written notice to the other Party within 30 days of the contract date if there is a breach which is incapable of cure, if the requesting party becomes insolvent, bankrupt, liquidated. Other reasons may include for the benefit of the creditors. AltoMaxx may terminate the agreement without 30 days written notice if the client commits non-payment

8. In no event shall the service provider be liable to customer or any third party for any loss of use, revenue, profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, aggravated or punitive damages whether arising out of breach of contract, regardless of whether such damage was foreseeable and whether or not the service provider has been advised of the possibility of such damages and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall the service provider aggregate liability arising out of this agreement, whether arising out of, or related to breach of contract (including negligence) or otherwise, exceed the aggregate amounts paid or payable to service provide pursuant to this agreement.

9. If any authority having jurisdiction (AHJ) requests the cessation of certification of a product to the requirements stated within a particular standard AltoMaxx shall inform the Standards Council of Canada and act in accordance with ISO/IEC Guide 27.

10. Upon signing a contractual agreement with AltoMaxx, clients are required to notify the CB of any situation where a certified product could lead to a potential hazard. If changes in the operation affect the safe operation or a situation arises where the client is found to be non-conforming then AltoMaxx has the right handle and record any such situation in the appropriate manner.

11. Right of First Offer for Additional Services. If the Customer requires services of a similar type or nature to the Services provided under this Agreement in Canada during the term of this Agreement or for a period of 3 years after the termination of this Agreement, the Customer shall provide the Service Provider with a right of first offer to provide such services to the Customer by delivering a notice to the Service Provider setting out its intention to procure the services and the material terms on which the Customer wishes to obtain the services. If the service provider does not accept the offer by 17:00 (Newfoundland time) 15 days after the receipt of the Right of First Offer than the offer is waved and the customer may retain third party providers for the service.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set

forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section):

Notice to Service Provider: Altomaxx Technologies Inc.
004-40 Aberdeen Ave, St. John's NL, A1A 5T3
Attention: Steve Priestley – Chief Operating Officer

13. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. Governing Law. This Agreement, including all attachments, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Province of Newfoundland and Labrador, and the federal laws of Canada applicable therein without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Province of Newfoundland and Labrador.

21. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Customer to make payments to Service Provider hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, tsunami, fire, earthquake, or explosion; (c) epidemics, pandemics, including the 2019

novel coronavirus pandemic (COVID- 19) and any variants thereof; (d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (e) government order, law, or actions; (f) embargoes, or blockades in effect on or after the date of this Agreement; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or telecommunications or transportation facilities; and (j) failure of any governmental or public authority to grant a necessary licence or consent; and (k) other events beyond the reasonable control of the Impacted Party. The impacted Party shall give notice within 15 days of the Force Majeure Event. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practical. The Impacted Party In the event that the Impacted Party's failure or delay remains uncured for a period of 60 consecutive days following written notice given, the other Party may thereafter terminate this Agreement upon 5 business days' written notice provided that all amounts payable shall be paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written by their respective officers thereunto duly authorized.