

1. Term of Contract

This lease agreement (the "Lease Agreement") between LOU-TEC Group Inc. (the "Lessor") and the lessee specified in the Lease Agreement (the "Lessee") is for the term stipulated in the Lease Agreement and starts on the date the Lessee receives the equipment listed in the Lease Agreement, including all accessories provided by the Lessor (the "Leased Equipment"), unless another date is specified in this Lease Agreement. The Lease Agreement includes these Terms and Conditions and details stated on the lease confirmation page(s) (the "Lease Details"). This Lease Agreement does not transfer title to the Leased Equipment to the Lessee.

2. Leasing Period and Usage Coverage

All Leased Equipment is leased for a minimum of one day, unless otherwise noted. For the purposes of this Lease Agreement, leasing periods are defined as follows:

- one (1) day means: 24 hours;
- one (1) week means: 7 days;
- one (1) month means: 28 days.

The specific leasing period that applies to the Lease Agreement is identified in the Lease Details.

Under the Lease Agreement, the Lessee will be deemed to have had use of the Leased Equipment from the day it had possession thereof until the day it returns the Leased Equipment to the Lessor. The Lessee undertakes to notify the Lessor of any overage of the permitted use of the Leased Equipment, and such overage will be charged to the Lessee.

If the Lessee uses the Leased Equipment for more than eight (8) hours per day, more than forty (40) hours per week or more than one hundred sixty (160) hours per month, the excess hours will be charged and payable by the Lessee proportionally to the leasing price specified in the Lease Agreement.

If equipment use exceeds the maximum use described above, the Lessee will be billed for the overage or additional time as follows:

- a) if the equipment is leased daily, each additional hour beyond eight (8) hours will be charged at one eighth (1/8) of the daily rate;
- b) if the equipment is leased weekly, each additional hour beyond forty (40) hours will be charged at one fortieth (1/40) of the weekly rate;
- c) if the equipment is leased monthly, each additional hour beyond one hundred sixty (160) hours will be charged at one one-hundred-sixtieth (1/160) of the monthly rate for any consecutive 28-day period.

3. Inspection of Leased Equipment

The Lessee declares that it has personally inspected the Leased Equipment and found it to be in perfect order and in good working condition. The Lessee further acknowledges that the equipment meets its needs and that it understands its operation. The Lessee agrees to check the equipment's operation and notify the Lessor of any defects.

4. Rent

- a) The Lessee must pay the Lessor the leasing price (rent) specified in the Lease Agreement for the Leased Equipment for the entire term of the Lease Agreement. All amounts owed under the Lease Agreement are payable within thirty (30) days of the invoice date.
- b) If, upon expiry or termination of the Lease Agreement, the Lessee retains any Leased Equipment past the expiration of the Leasing Period stated in the Lease Details, the provisions of this Lease Agreement shall survive such expiration or termination until the Leased Equipment is returned to the Lessor, and Lessee shall pay to Lessor an amount equivalent to the rent and any other applicable charges set out in the Lease Agreement until such time as the Leased Equipment has been returned to Lessor. After the expiration of the Lease Period stated in the Lease Details, the Lessor may, after giving one day's written notice to the Lessee, at any time and repossess the Leased Equipment, and for this purpose, enter any place to retrieve the Leased Equipment in question, without prejudice to any other rights and remedies under this Lease Agreement and applicable laws.

5. Environmental Fees

Since the Lessor handles hazardous materials daily, in order to maintain its equipment in proper working order, environmental fees corresponding to a percentage of the leasing price (rent) are applicable for the handling and disposal of the materials and are payable by the Lessee to the Lessor according to the rate specified in the Lease Agreement. These fees are not a government tax but represent an amount to offset the costs of handling, among other things, oils, batteries and other contaminants, in compliance with applicable environmental standards.

6. Fire, Theft and Vandalism

Total loss, fire, theft, or vandalism of the Leased Equipment will not terminate the Lease Agreement, and the Lessee must continue to pay rent until the Leased Equipment is returned to the Lessor or the value of the Leased Equipment (in the case of total loss) or the cost of repairs (in the case of partial loss) has been paid to the Lessor, subject to the terms of the Lou-Protec waiver program in the event of damage to the Leased Equipment (the "Program") for Lessees participating in this Program. The parties agree that the value of the Leased Equipment shall be the replacement value at the time of loss.

The Lessee undertakes to (i) notify the Lessor of any damage or loss to the Leased Equipment within a maximum of twenty-four (24) hours of the event, (ii) file a report with the police within twenty-four (24) hours of the damage or loss, (iii) provide the Lessor with the police report number within twenty-four (24) hours of the event, and (iv) provide an official copy of the police report within one (1) week.

7. Delay in Using the Leased Equipment

Inability or delay not caused by the fault of the Lessor to use the Leased Equipment does not release the Lessee from the payment of the agreed leasing price under this Lease Agreement, and the Lessee may not claim any compensation from the Lessor.

8. Return of Leased Equipment

Immediately upon expiry or termination of the term of the Lease Agreement or earlier termination thereof, the Lessee must return the Leased Equipment to the Lessor at the Lessor's address set out in the Lease Agreement in the same condition as when the Lessee received it except for normal wear and tear. Failing such, the Lessor or any person it authorizes may, without notice, repossess the Leased Equipment, and for this purpose, enter any place to retrieve the Leased Equipment. The Lessee will be responsible for establishing whether the Leased Equipment has been returned and the date it was returned. The Lessee is liable for any loss or damage to the Leased Equipment while it is in its possession, except for normal wear and tear.

9. Deposit

If the Lessee has provided a deposit to secure the payment of its obligations under this Lease Agreement, as indicated in the Lease Agreement, the Lessee undertakes to allow the Lessor to repossess the Leased Equipment at the expiry of the leasing period covered by the deposit.

10. Pickup of Leased Equipment

The Lessee is responsible for contacting the Lessor to arrange the pickup of the Leased Equipment. The Lessee must notify the dispatcher (in cases of pickup by LOU-TEC) to obtain a pickup slip confirming the date and time that the Lease Agreement expired. The leasing price will be charged to the Lessee up to the specified expiry time under the Lease Agreement. The Leased Equipment must be secured on site, and the Lessee remains liable for the integrity of the Leased Equipment until it is picked up.

11. Use, Maintenance and Repair

The Lessee guarantees that the Leased Equipment will be used for its intended purposes and by individuals with the required skills and will follow the instructions received from the Lessor's representative and any indications included in the user manual provided with the Leased Equipment, if applicable. The Lessee acknowledges that it has an obligation to inquire about the conditions of use and maintenance of the Leased Equipment. The Lessee shall, at its own expense, keep the Leased Equipment in good working condition and maintenance and will also be liable for any damage caused to the Leased Equipment due to defects or misuse. The Lessor will become the owner of any part added or used as a replacement part. The Lessee undertakes to provide the Lessor, or any person the Lessor authorizes, access to the Leased Equipment for inspection purposes. The Lessee shall allow all repairs, of any nature, and will not be entitled to any rent reduction.

12. Indemnification

The Lessee agrees to indemnify the Lessor, its affiliates, contractors, employees, insurers, agents and representatives against any claim or action taken against the Lessor for any loss, injury, or damage, including any loss of profit or other indirect damages suffered by the Lessor, affiliates, contractors, employees, insurers, agents, representatives or third parties due to any breach by the Lessee, or its employees or agents, of the Lessee's obligations under the Lease Agreement.

13. Exclusion of Liability (clause not applicable to consumers in Quebec)

The Lessor will not be liable for any damage, loss, or injury caused by the Leased Equipment during its use. Any fault by a third party, fortuitous event, or force majeure in such circumstances cannot be invoked by the Lessee against the Lessor. The Lessor will not be liable for damages or injuries caused by latent defects or system failures in Leased Equipment and will not be required to indemnify the Lessee regarding any claim, demand, or action for such loss, injury, or direct or indirect damage, nor any loss of profit claimed by third parties. The Lessor will not be held liable for injuries, delays, or damage caused by the use and condition of the Leased Equipment or for any other event beyond its control. The Lessee will be liable for the use of the Leased Equipment and for any damage caused to the Leased Equipment. The Lessee assumes all risks inherent in the operation and use of the Leased Equipment. The Lessor expressly disclaims all warranties and conditions, including any implied warranty of merchantability or condition of merchantable quality or fitness for particular purpose, and those arising by custom, course of dealing or usage of trade, to the fullest extent permitted by applicable law.

14. Laws and Codes

The Lessee undertakes to comply with all laws, regulations and codes applicable to its use of the Leased Equipment, including all provincial and municipal codes when using cylinders, tanks, or any other pressurized containers and undertakes to close them after use.

15. Termination of Lease Agreement

The Lessor may, without prejudice to any of its rights and remedies under this Lease Agreement and applicable laws, terminate this Lease Agreement if the Lessee is late in paying the rent or any other amount payable under this Lease Agreement or if the Lessee breaches any other provisions under this Lease Agreement and fails to remedy such breach within twenty-four (24) hours of receiving notice from the Lessor. If the Lessee hypothecates (mortgages) the Leased Equipment, initiates proceedings under any insolvency or bankruptcy laws, if any such proceedings are initiated against the Lessee under such laws, or if a receiver, trustee, or any other person with similar powers is appointed to take charge of part or all of the Lessee's assets or business, if there is a voluntary or involuntary dissolution or liquidation of the Lessee or if the Lessee misuses the Leased Equipment, the Lessor may immediately terminate the Lease Agreement without notice and repossess the Leased Equipment. The Lessor and any person authorized by it may then, without notice, repossess the Leased Equipment, and for this purpose, enter any place to retrieve the Leased Equipment. In addition, the Lessee will be required to immediately pay the Lessor any rent, amount due and to become due under this Lease Agreement and any damage suffered by the Lessor as

a result of the Lessee's breach of its obligations arising under the Lease Agreement. Except for consumers in Québec, the Lessee undertakes to reimburse the Lessor for legal costs, extrajudicial fees and collection expenses incurred by the Lessor to enforce this Lease Agreement.

16. Sublease and Assignment

The Lessee may not sublet the Leased Equipment or any part of the Leased Equipment or assign this Lease Agreement without the Lessor's written consent.

17. Movable Hypothec - Personal Property Security

The Lessee must keep the Leased Equipment free from any movable hypothec (personal property security); otherwise, the Lessee will be liable to reimburse the Lessor for any damages incurred by the Lessor and, except for consumers in Québec, for any legal costs, extrajudicial fees, and collection expenses incurred by the Lessor to obtain release and discharge of any personal property security.

18. Cleaning

The Lessee undertakes to return the Leased Equipment to the Lessor in clean condition.

19. Insurance or LOU-PROTEC Program

As an essential condition of this Lease Agreement, the Lessee must (1) provide the Lessor with valid proof of "all-risk" insurance with a coverage limit equal to or greater than the replacement value of all Leased Equipment, before taking possession of the leased Equipment, maintain this insurance throughout the term of the Lease Agreement, and provide the Lessor, in a timely manner, proof of any renewal of this insurance or (2) enroll in the Program the terms and conditions of which are set out in the document entitled Terms and Conditions of the LOU-PROTEC Waiver Program in the Event of Damage to Leased Equipment attached as a schedule to the Lease Agreement (the "Program Terms and Conditions"). The Program Terms and Conditions are an integral part of the Lease Agreement. The Program is not insurance. The Program is offered to the Lessee as part of the leasing of equipment from LOU-TEC and applies only to the Leased Equipment if the Lessee has chosen to participate in the Program and is subject to the Program Terms and Conditions. The Program and the Program Terms and Conditions apply only to Lessees who have enrolled in the Program and entered into a Lease Agreement with the Lessor as of September 17, 2024. 2 options for Section 19 of the Lease Agreement:

- 1) The Lessee has provided proof of insurance in compliance with the requirements of section 19 of the Lease Agreement and undertakes to comply with the obligations set forth in this section regarding maintaining and renewing this insurance;
- 2) The Lessee has elected to participate in the Program LOU-PROTEC.

20. Account Opening Agreement

For Lessees holding an account with the Lessor who have entered into an account opening agreement with the Lessor, the terms and conditions of this agreement are considered an integral part of the Lease Agreement with the necessary adjustments.

21. Payment of Fees (clause not applicable to consumers in Québec)

The Lessee undertakes to pay the legal costs, extrajudicial fees and collection expenses for any amounts due under this Lease Agreement or for the repossession of Leased Equipment.

22. Dangerous Equipment

Any Leased Equipment that generates heat, involves combustion, explosions or friction or uses flammable and explosive materials or otherwise, must be used by the Lessee under the constant and proper supervision of an operator with all the required skills and qualifications according to applicable laws.

23. Invalidity of Provisions

If any provision of the Lease Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, the illegality, invalidity, or unenforceability of that provision shall not affect:

- a) the legality, validity, or enforceability of the remaining provisions of the Lease Agreement; or
- b) the legality, validity, or enforceability of that provision in any other jurisdiction.

24. Lessor's Waiver

Should the Lessor refrain, in whole or in part, from exercising its rights under this Lease Agreement, or grant any delay to the Lessee, this shall not prejudice or constitute a waiver of the Lessor's rights under this Lease Agreement.

25. Notice

Any notice given to the other party will be valid if sent by registered mail or email to the physical address and email address of the other party referred to in the Lease Agreement, and any notice thus given will be deemed to have been given the day after mailing if sent by registered mail.

26. Interpretation

Unless otherwise stated, the terms Lessor and Lessee wherever used in this Lease Agreement mean respectively the Lessor, its directors, executors, successors and assigns, and the Lessee, its directors, executors, successors and assigns. If there is more than one Lessor or Lessee, all obligations under the Lease Agreement are joint and several.

27. Interest

Any amount payable under the Lease Agreement will bear interest at the rate of 2.0% per month, which is 24% annually.

28. Consent and Authorization

The Lessee authorizes the Lessor to use the credit card imprint left as security when opening the account to pay any outstanding balance in accordance with the terms of this Lease Agreement.