

READ, UNDERSTOOD AND AGREED:

[NAME OF RENTER]
by its authorized representative

INUKTUN SERVICES LTD.
by its authorized representative

[Name]

[Name]

[SOC Ref #]

Exhibit A - General Rental Terms

1. **Rent:** Inuktun hereby rents the Equipment to the Renter on the terms and conditions set forth below.
2. **Term:** The Rental Period may be extended by mutual agreement of the parties in writing.
3. **Purpose:** The Renter shall use the Equipment solely for the Purpose.
4. **Interest:** The Renter shall pay interest on Rental Payments and all other amounts owing under this Agreement that are more than thirty (30) days past due at the rate of twenty-four per cent (24%) per annum, calculated and payable monthly on the last day of each and every month, with interest on overdue interest at the same rate, from the due date to the date of payment.
5. **Credit Status Investigation:** The Renter authorizes Inuktun to investigate its credit status. Any information so obtained will be treated as confidential. This Agreement is subject to review by Inuktun and is binding on the Renter and Inuktun on the date it is executed by the Renter and Inuktun unless Renter fails to comply with Inuktun's credit requirements.
6. **Risk of Loss:** From the Delivery Date until the time the Equipment is returned to Inuktun in Nanaimo, British Columbia, the Renter shall bear the risk of loss, damage, theft or destruction of the Equipment from any cause whatsoever.
7. **Maintenance:** The Renter agrees to assume responsibility for Equipment maintenance. The Renter shall pay all licence fees, assessments and taxes (excluding the taxes Inuktun is required to pay on its income) which result directly or indirectly from this Agreement.
8. **Ownership:** The Equipment is, and shall at all times remain, the exclusive property of Inuktun and is provided to Renter solely on a rental basis. The Equipment is and shall remain personal property of Inuktun even if installed in or attached to real property by Renter. The Renter shall neither create, nor permit to exist, any encumbrance upon, or security interest in, the Equipment or any component thereof or any other right under this Agreement.
9. **Identification:** Inuktun may mark the Equipment to conspicuously indicate that it remains owner of such Equipment and the Renter shall not permit that marking to be obscured, removed or defaced nor shall Renter permit conflicting marks to be made.
10. **Access:** The Renter shall provide Inuktun with timely access to its premises and to the Equipment.
11. **Location:** The Renter shall at all times keep and maintain the Equipment at the Location, and shall not move the Equipment without the consent of Inuktun.

12. **Operation:** The Renter shall ensure the Equipment is operated by qualified and experienced personnel and in accordance with: (a) operating instructions supplied by Inuktun from time to time; (b) conditions of coverage in all applicable insurance policies; and (c) all applicable laws, codes and regulations. The Renter shall use reasonable and proper care in the custody and operation of the Equipment, and shall maintain adequate security measures to protect the Equipment from theft, vandalism, sabotage, fire, industrial or other accident.
13. **Changes:** The Renter shall not, without the prior written consent of Inuktun, make any alteration, modification, improvement or adjustment of any kind to any accessory or addition to the Equipment, or undertake any disassembly of the Equipment.
14. **Insurance:** The Renter shall obtain and maintain, during the Rental Period, at its own cost: (a) insurance against all risks of loss and theft of, or damage to, the Equipment in an amount not less than the replacement cost of the Equipment, with Inuktun as loss payee; and (b) comprehensive general liability insurance covering the Equipment with Inuktun as a named insured. The insurance obtained by the Renter shall be satisfactory to Inuktun, as evidenced by certificate(s) of insurance copies of which shall be provided to Inuktun upon request by Inuktun.

In partial satisfaction of its obligations under the preceding paragraph of this Section 14, the Renter may elect to purchase from Inuktun insurance against the risk of damage to any of the Equipment (excluding insurance against the risk of (a) loss and theft of the Equipment and (b) damage to the Equipment resulting from the gross negligence of the Renter) during the period from the applicable Delivery Date until the time such Equipment is returned to Inuktun, at such rate(s) as may be quoted by Inuktun from time to time.

15. **No Warranty:** INUKTUN MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE EQUIPMENT.
16. **Limitation:** Inuktun shall only be liable to the Renter for direct damages suffered by the Renter up to a maximum amount equal to the total amount of the Rental Payments actually made by the Renter to Inuktun. Specifically, Inuktun shall not be liable for: (a) any special, punitive, exemplary, incidental, indirect or consequential damages, including lost profits, lost revenues, failure to realize expected savings, or other commercial or economic losses of any kind, (whether in contract, tort, including negligence, or otherwise) even if Inuktun has been advised of the possibility of such damages; (b) any damage caused by the failure of the Renter to meet its responsibilities under the Agreement; (c) any loss or damage to any property or for any personal injury or economic loss or damage caused by the Equipment; or (d) any damage or injury arising from or as a result of, misuse, abuse or operation of the Equipment by persons not authorized by Inuktun.
17. **Renter Indemnity:** The Renter acknowledges that it shall use the Equipment at its own risk and agrees to indemnify and save Inuktun harmless from all liabilities, losses, damages, expenses, suits and judgements arising from injury to, or death of, any persons, or from damage to property resulting from the use, operation, storage or transportation of the Equipment. **The Renter shall be liable to Inuktun for any loss, damage or destruction in respect of the Equipment. In addition, the Renter shall be liable to Inuktun, where the Equipment or any component thereof is: (a) damaged by misuse, accident, negligence or failure to maintain such Equipment the same as specified or required by Inuktun; (b) damaged by modifications, alterations or attachments thereto which are not authorized by Inuktun in writing; (c) operated contrary to the instructions of Inuktun; or (d) modified or disassembled in any way without Inuktun's consent.**

18. **Default and Remedies:** Renter shall be deemed to have breached this Agreement if Renter:
- (a) defaults in any payment;
 - (b) defaults in any of the terms herein and such default shall continue uncorrected for ten (10) days after written notice thereof to Renter by Inuktun; or
 - (c) becomes insolvent or bankrupt.
19. In the event of any default, Inuktun may declare the entire amount of unpaid Rental Payments immediately due and payable and Inuktun may immediately terminate this Agreement. In the event of such termination, Renter agrees to immediately return the equipment to Inuktun or Renter agrees Inuktun may enter into the premises where the Equipment is located and remove same. All costs and expenses, including legal fees incurred in execution of this section of the Agreement will be paid by Renter.
20. **Return:** Equipment shall be returned to Inuktun by prepaid insured shipment to Nanaimo, British Columbia. Renter shall return Equipment to Inuktun in good operating condition, normal wear and tear excluded. Renter shall properly pack for shipment all Equipment being returned in its original shipping containers and shall be responsible for any damage caused during return shipment. The Renter will be charged the Rental Payment commencing on the day following the Delivery Date and terminating on the date the Equipment is received by Inuktun in Nanaimo, British Columbia.
21. **Receipt of Agreement:** The Renter acknowledges receiving a copy of this Agreement, and waives all right to receive from Inuktun a copy of any financing statement, financing change statement or verification statement filed at any time with respect to this Agreement.
22. **Assignment:** Inuktun may assign this Agreement without the consent of the Renter. The Renter shall not assign or transfer this Agreement or any of its rights hereunder, or sell, transfer, sublease or otherwise dispose of the Equipment or any other interest therein, without Inuktun's prior written consent, which consent may be arbitrarily withheld.
23. **Waiver:** No consent or waiver, express or implied, to or of any provision of this Agreement shall be effective unless in writing signed by the parties hereto and then only in the specific instance and for the specific purpose given.
24. **Further Assurances:** The parties shall execute such further assurances and other documents and instruments and do such further things as may be necessary to implement and carry out the intent of this Agreement and to enable Inuktun to register this Agreement or financing statements or other notices in respect hereof in such places as Inuktun considers necessary to protect its interest under this Agreement and in the Equipment.
25. **Notices:** Notice shall be in writing and is effective if delivered in person, sent by registered mail, or by facsimile addressed to the party for whom it is intended at the address specified on the first page of this Agreement.
26. **Severability:** The Renter and Inuktun agree that if any term of this Agreement is prohibited or rendered invalid by the laws of British Columbia, that term shall be severable from this Agreement without invalidating the remaining terms of this Agreement.

27. **Force Majeure:** Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labour problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care.
28. **Entire Agreement:** The provisions of this Agreement constitute the entire agreement between the parties and supersede all previous expectations, understandings, communications, representations and agreements, whether verbal or written between the parties. This Agreement shall be binding upon the parties and their respective administrators, successors and permitted assigns.
29. **Amendment:** This Agreement may not be amended or supplemented except in writing signed by authorized representatives of the parties.
30. **Governing Law:** This Agreement shall be governed by the laws of, and the parties hereby attorn to the jurisdiction of, the Province of British Columbia, Canada.