

**AGREEMENT
FOR
FIBRE TO THE HOME FOOTPRINT EXPANSION**

THIS AGREEMENT made in duplicate on the 1st day of December, 2021.

BETWEEN:

BELL CANADA, a corporation continued under the laws of
Canada ("**Bell**")

OF THE FIRST PART

-- and --

Municipality of Argyle, a body corporate under the Municipal
Government Act of Nova Scotia
(the "**MUNICIPALITY**")

OF THE SECOND PART

WHEREAS Bell has proposed to overbuild its current broadband facilities within the Municipality's territory for approximately 10 future households and any other premises within the footprint of the project, which is further described in the Statement of Work set out Schedule 1 attached to this Agreement as Attachment 1 (the "**Project**");

AND WHEREAS the Municipality will provide five thousand (\$5,000.00) of the estimated costs associated with the Project, which are currently estimated at one hundred seventy thousand twenty seven dollars (\$170,027.00).

AND WHEREAS Bell has secured additional funding through the Internet for Nova Scotia Initiative of one hundred twenty four thousand one hundred twenty dollars (\$124,120.00).

AND WHEREAS Bell is undertaking, as between itself and the Municipality, to construct the Project;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, it is hereby agreed as follows:

ARTICLE 1 BELL'S OBLIGATIONS

1.1 Project

The Project, in its summary, is to deploy feeder and distribution fibre cables into the Municipality of Argyle, specifically for those portions identified in Attachment 1 to this Agreement and to attach those cables to the existing infrastructure.

Bell agrees to construct the Project, as described in Attachment 1 including being responsible for:

- i) the securing of any permits or approvals, including licenses or easements, required for the Project;
- ii) all liabilities associated to the personnel requirements for the Project, including WSIB coverage and all applicable health and safety legislation requirements; and
- iii) the design, construction, commissioning and operation of the Project

The Parties acknowledged and agree that the enhancements to the Bell's network which results from the Project shall be the sole property of Bell, and Bell shall exclusively own, manage and maintain such network.

1.2 Expenses

In conjunction with Bell's obligations outlined in Section 1.1, and in relation to the Project, Bell will incur the expenses related to the Project. Bell shall submit to the Municipality, upon completion of key milestones in the Project, claims associated with incurred expenses for the Project for re-imbusement by the Municipality, up to an amount equal to the total of the Municipality Contribution, as defined in Section 2.1 below. The Municipality shall provide interim contribution payments upon receipt of a report indicating the completion of a key milestone. The Municipality's final financial contribution to this Project would be due upon a report filed indicating that Project Completion, as per Paragraph 1.5 below, is satisfactorily addressed.

The projected overall cost of the Project, and the division of those costs between the Parties, are based upon Bell's best estimate using the knowledge Bell has at the time such estimate is formed.

The Parties acknowledge that additional financial support for the scope of work outlined in this Agreement will be provided by the Government of Nova Scotia's Develop Nova Scotia Internet for Nova Scotia Initiative.

1.3 Reports

During the design, construction, and upon the completion of key milestones of the Project, Bell shall provide to the Municipality information to confirm that Bell is diligently pursuing completion of the project.

1.4 Timelines

Bell will utilize its resources in the most effective manner for the business relating to the timing of this Project. Bell will make a best effort attempt to start the Project no later than thirty (30) days following the execution of this Agreement, and, anticipates completion within a 24 month window after that, subject to no unforeseen delays affecting the Project.

1.5 Project Completion

For the purposes of this Agreement, "Project Completion" shall mean when the cables and terminals are placed, spliced and the network is deemed ready for use by customers. At this juncture in time the Municipality's territory (as illustrated in the Scope of Work – Attachment 1 to this Agreement) would be opened up for sales as per Bell's service qualification tool.

ARTICLE 2 MUNICIPALITY OBLIGATIONS

2.1 Contributions

Subject to the terms of Section 1.2, and in exchange for Bell's compliance with Section 1.1 hereof, the Municipality agrees to provide Bell five thousand dollars (\$5000.00) (the "**Municipality Contribution**") towards the actual costs for the Project, currently estimated at one hundred seventy thousand twenty seven dollars (\$170,027.00). The Municipality agrees to payment of the claims it receives within sixty (60) days of receiving a claim from Bell, up to the total of the Municipality's Contribution.

2.2 Purpose of Contribution

The Municipality hereby confirms that the Municipality Contribution paid under this Agreement is not for supplies or services to the Municipality. This Agreement is not a procurement contract. The Municipality Contribution funds provide financial assistance to support Bell in upgrading or extending its own networks by contributing to eligible costs.

ARTICLE 3 INDEMNITY

3.1 Indemnification

To the fullest extent permitted by law, each Party ("**Indemnitor**") shall defend, indemnify and save the other, and the other's respective agents and employees ("**Indemnitee**") harmless from and against any and all liabilities, costs, suits, charges, expenses, claims, losses, damages, causes of action, bodily injury or death of any Person whomsoever (including employees of the parties), or damage to any property, real and personal and breach of any representation or warranty, including all costs and expenses, including legal expenses, on a solicitor-and-his-own client basis incurred or sustained in enforcing this indemnification, caused by any of the Indemnitor or its employees or agents, in performing or failing to perform its explicit obligations and duties under this Agreement. The Parties liability under this clause shall be limited to the amount of the total of all Contributions provided by the Municipality to Bell under this Agreement.

ARTICLE 4 CONFIDENTIALITY

4.1 Restricted Use

A Party receiving ("**Recipient**") from the other Party ("**Informant**") any information, whether tangible or intangible, written or oral and marked confidential or not which would reasonably be understood to be confidential ("**Confidential Information**") shall, and shall ensure that each of its employees, agents and assignees (each a "**Representative**") shall: (i) keep confidential all of the Informant's Confidential Information; (ii) use the Informant's Confidential Information only to the extent that it is necessary to enable the Recipient to fulfill the Recipient's obligations or exercise its rights, under this Agreement; and (iii) not disclose the Informant's Confidential Information except as expressly permitted by this Agreement.

4.2 Return of Confidential Information

Within three (3) Business Days from the receipt of an Informant's request to return its Confidential Information, the Recipient shall, and shall ensure that each of its Representatives shall:

- (a) destroy all copies of all notes, analysis, compilations, forecasts, data, studies, interpretations, drawings and other work product prepared by it, on its behalf or for its benefit that form part of the Informant's Confidential Information and that are in the Recipient's possession or control;
- (b) return all of the Informant's other Confidential Information to the Informant;
and

(c) certify to the Informant in writing that it has complied with the foregoing.

4.3 No Rights or Interest to Confidential Information

Ownership of, and all right, title and interest to, any and all Confidential Information of the Informant shall at all times vest exclusively in the Informant. Unless expressly stated otherwise, the disclosure of Confidential Information by the Informant shall not be construed as granting to the Recipient any Intellectual Property Rights in any country relating to any of the Confidential Information which the Informant may now or in the future own or to which it may hold licensing rights.

4.4 Right to Injunctive Relief

Each Party agrees that in the event of a breach or threatened breach of Article 4 by it, the harm suffered by the other Party would not be compensable by monetary damages alone and, accordingly, in addition to other available legal or equitable remedies, the other Party shall be entitled to apply for an injunction or specific performance with respect to such breach or threatened breach, without proof of actual damages (and without the requirement of posting a bond or other security) and the first-mentioned Party agrees not to plead sufficiency of damages as a defence.

4.5 Exceptions

The restrictions with respect to Confidential Information do not apply to information which is or becomes generally available to the public or which is known to such person prior to receipt of the information from the other Party or which was obtained from any third party who obtained the information lawfully and under no obligation of secrecy. The restrictions do not apply to the extent disclosure is required by law or by the applicable regulations or policies of any governmental authority or other regulatory agency of competent jurisdiction.

ARTICLE 5 GENERAL

5.1 Further Assurances

Each of the parties shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the date of this Agreement, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements,

express, implied or statutory, between the Parties other than as expressly set forth in this Agreement.

5.3 Amendments and Waiver

No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the Parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

5.5 Use of Party's Branding

Each Party hereby agrees that under no circumstances shall it be using the other Party's logo, names, trade-marks or other identifiers or components associated with its brands (registered or unregistered), without the prior written consent of the other Party, which consent may be withheld at such Party's sole discretion. Any such use consented shall be done in accordance with the then applicable Party's guidelines in respect thereof.

5.6 Publicity

No publicity regarding the existence and/or terms of this Agreement may occur without the mutual written agreement of the Parties. The content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or the relationship between the Parties shall be mutually agreed upon in writing by the Parties.

5.7 Rights and Remedies

For greater certainty, all of the rights and remedies under this Agreement may be exercised alone or in any combination or order and are without prejudice to any other remedies at law or in equity, in contract or in tort.

5.8 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

5.9 Relationship of the Parties

The relationship between Bell and Municipality shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including but not limited to federal income tax purposes. Bell and the Municipality, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

5.10 Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

5.11 Counterparts

This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original, and all such counterparts shall together constitute one and the same instrument. Counterparts may be delivered by telecopier provided that the party so delivering forthwith delivers an original executed copy thereof by personal delivery or registered mail, in accordance with this Agreement.

ATTACHMENT 1

