

October 8th 2020

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, ON

This letter agreement (the “**Agreement**”) sets out the terms and conditions governing the provision by MindBEACON Health Inc. (the “**Supplier**”) of the CBT program for and on behalf of employees of The Corporation of the Town of Fort Frances. (the “**Corporation**” and together with the Supplier, the “**Parties**” and individually, a “**Party**”).

In consideration of the fees to be paid by the Corporation to the Supplier as set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Treatment:

The Supplier will provide certain services (collectively, the “**Services**”), on a non-exclusive basis, for and on behalf employees of the Corporation and their related dependents in connection with its mental health treatment support program for employees and their related dependents, as specified in Schedule A attached hereto.

2. Service Standards:

The Supplier shall perform the Services with reasonable care, technical skill and diligence, and in a professional manner that complies with industry standards and best practices for the provision of services similar to the Services in the Province of Ontario or any other applicable region.

3. Reporting:

The Supplier will provide aggregated reports to the Corporation regarding participants in the program as more particularly described in Schedule A attached hereto.

4. Fees:

The fees payable by the Corporation to the Supplier in respect of the Services are as set out in Schedule B attached hereto. Payment of fees will be made by the Corporation to the Supplier within 30 days of an invoice being submitted by the Supplier. Interest will be charged on any payments that are overdue by 60 days or more at the rate of 1.5% per month.

5. Term:

This Agreement will be effective as of **November 2nd, 2020** (the “**Effective Date**”) and will terminate, unless terminated earlier in accordance with the provisions set out below under “*Termination*”, on the **November 2nd 2021. One year** (the “**Term**”), subject to renewals of additional one year terms upon terms to be mutually agreed upon between the Parties at least 60 days prior to the end of the Term (or any renewal period thereof).

6. Termination:

Either Party may terminate this Agreement for any reason whatsoever on 90 days' prior notice from one Party to the other. Upon termination, neither Party will have any further obligations to the other Party other than (i) the payment of any fees owing by the Corporation to the Supplier for Services performed up to the date of termination; and (ii) the completion of the provision of Services by the Supplier for any employees of the Corporation and their related dependents for which the Supplier has invoiced the Corporation in accordance with the terms of Schedule B and been paid for Services. Upon termination, the Supplier will provide to the Corporation a final aggregate report.

7. Regulatory Requirements:

The Supplier will obtain and maintain, at its own expense, all necessary licenses, training, certifications and educational background for its personnel as required to provide the Services and as required by Applicable Law (as hereinafter defined). The Supplier will also be responsible for maintaining its business and providing the Services in good standing with all applicable regulatory agencies and authorities and ensuring that its personnel (including subcontractors) providing the Services comply with all statutory and regulatory approvals, registrations, license requirements and orders that are now or in the future applicable or are required to perform the Services in the applicable province.

For purposes of this Agreement:

“Applicable Law” means all statutes, by-laws, regulations, orders, judgments, decrees, rulings, regulatory requirements and guidelines, and requirements of any court of law, governmental or other public authorities having competent jurisdiction over this Agreement and the Parties hereto, and all amendments thereto, at any time and from time to time in force, and in respect of the Supplier, includes all requirements, policies, directives, guidelines, principles, rulings, orders, decisions interpretations, administrative views and practices of the regulatory body governing the practice of psychology in the applicable jurisdiction(s) including, without limitation, the standards of professional conduct or practice guide, policies and guidelines created by such regulatory body, at any time and from time to time in force.

8. Privacy:

When the performance of the Services involves the collection, use, storage, or disclosure of Personal Information (as hereinafter defined), the Supplier shall comply with, and take all commercially reasonable steps to ensure that it complies with, the requirements of any and all Applicable Laws including, without limitation, all applicable privacy laws.

The Supplier's privacy policy is available at <http://www.mindbeacon.com/privacy>.

For purposes of this Agreement:

“Corporation Data” means any and all information relating to a Corporation employees or related dependents which specifically identifies such person as a Corporation employee or dependent such as, but not limited to, individual unique identifiers including case number, file number, etc., provided or made available to the Supplier pursuant to or in connection with the provision of the Services, directly or indirectly, and whether in printed, material, electronic, magnetic, optical or other form and agreed to by nature of appropriate consent of the individual.

“Personal Information” has the meaning set forth in the applicable privacy legislation and legislation applicable to regulated health professionals in any province in which the Services are being provided (and all regulations promulgated thereunder), including, but not limited to (i) information concerning the physical or mental health of the individual; (ii) information concerning any health service provided to the

individual; (iii) information that is collected in the course of providing health services to the individual; or (iv) information that is collected incidentally to the provision of health services to the individual.

9. Security Procedures:

Subject to the provisions set out under the heading “*Confidentiality*” below, the Supplier will, and will instruct its personnel and subcontractors to ensure that, no Corporation Data is used for any purpose whatsoever other than to provide the Services hereunder and, for greater certainty, shall keep all Corporation Data physically and logically secured and logically segregated from other client data. Notwithstanding the foregoing, Supplier may use Corporation Data to the extent that such data is de-identified (but for greater certainty, it may still be identified generally as Corporation employee or related dependent information). Such security processes and safeguards will be no less rigorous than the better of the best practices: (a) in the industry for similar services; or (b) that a reasonably prudent and diligent commercial entity would undertake in similar circumstances. For greater certainty, the Parties hereby acknowledge and agree that the Supplier shall access and use Corporation Data as required to enable Supplier to flag any Corporation employee or related dependent participating in the Supplier program as a Corporation employee or related dependent for Supplier’s internal administrative purposes.

In the event that the Corporation carries out an investigation into a suspected or actual security event, the Supplier will comply with reasonable requests for co-operation from the Corporation, including providing all necessary Corporation reports or Corporation Data relating to such security event and actively co-operating with the Corporation and any third party representative of the Corporation involved in such investigation, except where the provision of data or information may violate applicable privacy laws.

10. Independent Contractor:

No provision of this Agreement is intended to create or shall be construed to create any relationship between the Corporation and the Supplier other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Party, nor any of their respective representatives, shall be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither Party shall have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the Party about which such representation is asserted.

11. Compliance with Corporation Policies:

The Supplier agrees to use its commercially reasonable efforts to adhere in all material respects to the standards in any procedures, guidelines or other policies or forms of written instructions promulgated by the Corporation from time to time and communicated to the Supplier with respect to the manner of maintaining and processing data and conducting operations with respect thereto (collectively, “**Corporation Policies**”). The Corporation shall have the reasonable right to update Corporation Policies from time to time, following which the Supplier and all of its personnel and permitted subcontractors shall comply with all such changes, within ninety (90) days of receipt of such updates from the Corporation. Notwithstanding the foregoing, the Supplier shall not be required to comply with any Corporation Policy if doing so would cause the Supplier to contravene any Applicable Laws or the Supplier’s own policies. To the extent that changes to Corporation Policies require the Supplier to incur significant cost and expense, the Corporation and the Supplier agree to negotiate in good faith the reimbursement of costs incurred by the Supplier or the fees paid by the Corporation for the Services as the case may be.

12. Insurance:

During the Term, the Supplier will obtain and maintain reasonable limits and types of insurance coverage customary in the industry for a business of the type and size of the Supplier providing services similar to the Services. The Supplier will ensure that its personnel and subcontractors who are providing the Services have a reasonable amount of insurance to cover the Services that they are providing consistent with coverage customary in the industry for such personnel and subcontractors.

13. Audit of Books and Records:

Subject to compliance with all Applicable Laws, the Corporation will have the right, upon reasonable notice to the Supplier, to audit and review certain of the Supplier's books and records relating to the provision of the Services in order to verify the Supplier's compliance with the terms of this Agreement.

14. Indemnification by Supplier:

The Supplier shall defend, indemnify and hold the Corporation and its officers, directors and employees (collectively, the **"Corporation Indemnitees"**) harmless from and against any losses, demands, claims, suits, causes of actions, liabilities and damages (including taxes and related penalties) or threat thereof as and when they arise and all related costs and expenses, including reasonable legal fees and expenses and costs of litigation, arbitration, settlement, judgment, appeal, interest and penalties (collectively, **"Losses"**) from a third party claim as and when such Losses are suffered, arising out of, in connection with or relating to:

- (a) any breach of a representation, warranty or covenant made by the Supplier hereunder;
- (b) the Supplier's failure to obtain, maintain or comply with any licenses, approvals, consents or approvals for which the Supplier is responsible;
- (c) the Supplier's personnel or subcontractors' conduct being in violation of any Applicable Laws in respect of the provision of the Services; and
- (d) any infringement, violation or misappropriation in connection with the use of the CBT Digital Platform known as BEACON in respect of the provision of the Services.

Notwithstanding the foregoing, no Corporation Indemnitee shall be entitled to indemnification hereunder if and to the extent that the acts, omissions or alleged acts or omissions upon which an actual or threatened action, proceeding or claim is based were performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or negligence by such Corporation Indemnitee.

The Corporation hereby acknowledges and agrees that the Supplier shall not be liable for any indirect, exemplary, special, incidental, punitive or consequential damages, even if advised of the possibility of such damages. In addition, subject to the Corporation's obligation to mitigate its damages, the total aggregate liability of the Supplier, including without limitation any indemnification obligation hereunder, whether in contract, tort or otherwise (excluding gross negligence and willful default), will not exceed the total amount of the fees paid by the Corporation to the Supplier hereunder for the immediately preceding year.

15. Indemnification by the Corporation:

The Corporation shall defend, indemnify and hold the Supplier and its officers, directors and employees (collectively, the **"Supplier Indemnitees"**) harmless from and against any Losses from a third party claim as and when such Losses are suffered, arising out of, in connection with or relating to:

- (a) any breach of a representation, warranty or covenant made by the Corporation hereunder;
- (b) the Corporation's failure to obtain, maintain or comply with any licenses, approvals, consents or approvals for which the Corporation is responsible;
- (c) the Corporation's personnel or subcontractors' conduct being in violation of any Applicable Laws; and

- (d) any infringement, violation or misappropriation in connection with the use of the CBT Digital Platform known as BEACON not otherwise permitted under the terms of this Agreement.

Notwithstanding the foregoing, no Supplier Indemnitee shall be entitled to indemnification hereunder if and to the extent that the acts, omissions or alleged acts or omissions upon which an actual or threatened action, proceeding or claim is based were performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or negligence by such Supplier Indemnitee.

The Supplier hereby acknowledges and agrees that the Corporation shall not be liable for any indirect, exemplary, special, incidental, punitive or consequential damages, even if advised of the possibility of such damages. In addition, subject to the Supplier's obligation to mitigate its damages, the total aggregate liability of the Corporation, including without limitation any indemnification obligation hereunder, whether in contract, tort or otherwise (excluding gross negligence and willful default), will not exceed the total amount of the fees paid by the Corporation to the Supplier hereunder for the immediately preceding year.

16. Confidentiality:

For purposes hereof, "**Confidential Information**" means all confidential, secret or proprietary information relating to the other Party or any of its Affiliates (as such term is defined in the *Business Corporations Act* (Ontario)), including, without limitation, Personal Information which is designated as confidential or proprietary or that should be considered as such from its nature or from the circumstances surrounding its collection, use or disclosure.

With respect to any Confidential Information a Party receives (the "**Receiving Party**") from the other Party (the "**Disclosing Party**"), the Receiving Party shall: (i) keep such information confidential; (ii) use the same degree of care to protect the Disclosing Party's Confidential Information as it uses for its own Confidential Information, but in no event less than reasonable care; (iii) not use the Confidential Information other than in connection with the performance of this Agreement; and (iv) not divulge the Confidential Information to Receiving Party's personnel or professional advisors, unless such personnel or professional advisors have a need to know and have agreed to abide by confidentiality obligations consistent with the terms of this Agreement. The Receiving Party agrees to use all reasonable steps to ensure that the Disclosing Party's Confidential Information is not disclosed by Receiving Party's employees or professional advisors in violation of the provisions hereof.

Confidential Information shall not include information that: (i) is or becomes generally known or available to the public at large other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (ii) was known to the Receiving Party free of any obligation of confidence prior to disclosure by the Disclosing Party; (iii) is disclosed to the Receiving Party on a non-confidential basis by a third party who, to the knowledge of the Receiving Party, did not owe an obligation of confidence to the Disclosing Party; or (iv) is developed by or on behalf of the Receiving Party independently of and without reference to any part of the Confidential Information. Confidential Information shall not be deemed to be in the public domain or generally known or available to the public merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

A Party shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, any breach of the confidentiality obligations set out herein ("**Interim Relief**"). A Party may seek such Interim Relief without being required to resort first to the dispute resolution process set out below under the heading "*Arbitration*".

Upon termination of this Agreement, or upon written notice from the Disclosing Party requesting return of any or all Confidential Information, the Receiving Party shall, subject to compliance with all Applicable

Laws, promptly return all such Confidential Information to the Disclosing Party and shall keep no copies. Where deletion of information is necessary to fulfill this requirement, it shall be performed within the confines afforded by existing technology limitations. Upon request, an officer's certificate confirming that such actions have been completed and that there are no tangible and/or electronic versions of the Confidential Information in the Receiving Party's possession or control, shall be provided to the Disclosing Party by the Receiving Party. Notwithstanding the foregoing, (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and (ii) the Receiving Party shall be entitled to retain copies of any Confidential Information if required in accordance with Applicable Laws. The foregoing requirement to return or destroy Confidential Information shall not apply to computerized archival or back-up files where it would be reasonably impracticable to destroy such computerized archival or back-up files, provided that such computerized archival or back-up files shall be kept strictly confidential for so long as they are retained.

Notwithstanding anything to the contrary in this Agreement, the Receiving Party may disclose any Confidential Information which the Receiving Party is required by Applicable Law to disclose, to the extent only of such required disclosure, and subject to prior reasonable notice to the Disclosing Party (to the extent such prior notice is not prohibited by Applicable Law and provided that giving such reasonable notice shall not result in the Receiving Party being unable to satisfy its obligations under Applicable Law). The Receiving Party shall use its commercially reasonable efforts to obtain assurances that the Confidential Information will be treated in confidence and to continue to protect the confidential nature of such Confidential Information after any such disclosure.

The Supplier shall be entitled to refer to the Corporation (and its logo) as a client of the Supplier and to list the Corporation's name (in name or logo form) in its customer lists, and the Corporation shall be entitled to list Supplier name (in name or logo form) in vendor or supplier lists. Each Party hereby agrees to only use logos provided by the other Party for such purposes. In addition, and further to section 9 "*Security Procedures*", the Supplier shall be entitled to use Corporation Data (provided that such data is de-identified) for prospecting new business, research, artificial intelligence and in aggregate format for performance data (subject to receiving the required consents from the applicable Corporation employee or related dependent).

17. Intellectual Property:

Nothing in this Agreement shall limit, restrict or otherwise prevent a Party from using after the Effective Date any intellectual property owned by such Party prior to the Effective Date, nor shall anything in this Agreement grant any ownership right to the other Party in such intellectual property.

The Parties agree that any materials, data, software, manuals, instructions, web sites, or other work product relating to the Services, and all intellectual property rights therein, which is provided or developed by the Supplier, shall be exclusively owned by the Supplier. For the avoidance of doubt, to the extent that such work product or intellectual property is owned by the Corporation by operation of law or otherwise, the Corporation hereby irrevocably grants, assigns and conveys all of the Corporation's right, title and interest in and to such work product and intellectual property to Supplier for no additional consideration. The Corporation shall cause its personnel to waive any moral rights in and to any such work product.

Supplier shall have the right to use in a manner approved by the Corporation from time to time any Corporation trademarks required to provide the Services. Supplier acknowledges that the Corporation is the exclusive owner of such trademarks.

This Agreement shall not be construed as precluding or limiting in any way the Supplier's right to (i) provide similar or other services of any kind or nature to any person or entity or (ii) develop for the Supplier,

or for others, anything that is competitive with the Services or anything created or used by the Supplier to perform the Services.

18. Marketing and Communications:

The Corporation hereby agrees that throughout the Term it will use its commercially reasonable efforts to communicate to its employees the offering of participation in the Services offered by the Supplier and assist the Supplier in activating the program for its Services in order to drive optimal ongoing awareness, engagement, and usage.

The Supplier will provide digital and print-ready communication materials for the Corporation to use in its employee communications for both launch of the Services and ongoing awareness of the Services.

19. Governing Law:

This Agreement is to be governed by and construed under the laws in effect in the Province of Ontario.

20. Arbitration:

Any dispute arising under this Agreement shall be submitted to binding arbitration. If a dispute or other matter is not resolved to the satisfaction of either Party within thirty (30) days from the date the dispute arose, a Party may, by written notice to the other Party, submit a dispute to binding arbitration for resolution. The written notice shall describe the dispute in reasonable detail, and shall propose the name of the sole arbitrator. If the other Party does not, within ten (10) days of receipt of the written notice, agree to the appointment of the named arbitrator, the Parties shall each appoint an arbitrator, and the two arbitrators so appointed shall appoint a third, who shall serve as chair of the arbitration. Once appointed, the arbitrator(s) shall proceed expeditiously to the hearing of the arbitration and to the rendering of the decision. Where three arbitrators are appointed, any decision by the majority of arbitrators shall prevail. The arbitration hearing shall take place in the city, county, or province of the responding Party or such other location as the Parties may agree, and shall be conducted in accordance with the arbitration rules applicable in the jurisdiction of the responding Party. None of the arbitrators shall be officers or employees of either Parties or any affiliate to either Party. Each arbitrator shall have the requisite subject matter expertise. Notwithstanding the foregoing provisions, neither Party shall be precluded from instituting an action in a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm. The cost of arbitration, including fees per arbitrator (but excluding attorney's fees), shall be determined by the arbitrator. The resulting arbitration award may be enforced by all lawful remedies, including, without limitation, injunctive or other equitable relief in any court of competent jurisdiction.

21. Assignment:

This Agreement may be assigned by either Party to an Affiliate (as such term is defined in the *Business Corporations Act* (Ontario)) or in connection with an amalgamation or a sale of all or part of the business or undertaking. Subject to the foregoing, neither Party will voluntarily assign or otherwise transfer its obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

22. Subcontracting:

The Supplier may subcontract all or a portion of its obligations hereunder at its sole discretion.

23. Enurement:

This Agreement will enure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

24. Modifications:

Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each Party.

25. Severability:

If any term(s) of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that part shall be interpreted in a manner consistent with Applicable Law as nearly as possible to the original intentions of the Parties and the remaining terms of this Agreement will remain valid and enforceable.

26. Further Assurances:

Each Party agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, it shall assign, execute and deliver or cause to be assigned, executed and delivered any further documents, undertakings, assignments, agreements and instruments and perform any acts which are, or may become, necessary to comply with their respective covenants and to perform their respective obligations under this Agreement.

27. No Waiver:

Either party's failure to exercise or enforce its rights under this Agreement does not waive its right to enforce such right. Any waiver of such rights will only be effective if it is in writing and signed by both Parties.

28. Entire Agreement:

This Agreement, including any schedule (and, if applicable, any statement of work referred to in any schedule) express the fully integrated agreement of the Parties and supersedes all prior and contemporaneous understandings.

29. Signatures:

This Agreement may be executed and delivered in separate counterparts and by facsimile, scanned electronic mail, or electronic signature software, each of which when so executed and delivered shall constitute a final and binding agreement as one instrument.

If the foregoing is acceptable to you, please indicate your acceptance below and return a copy to the Supplier. We look forward to working together with you on this project.

Very truly yours,

MindBEACON Health Inc.

Per: _____

Name:

Title:

AGREED TO AND ACCEPTED this ____ day of _____, 2020.

The Corporation of the Town of Fort Frances

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE A

SERVICES

The Services to be provided by the Supplier for and on behalf of the Corporation employees and their related dependents (hereinafter, individually, an “**Employee**” and collectively, the “**Employees**”) accessing treatment on the BEACON TAiCBT platform (hereinafter referred to as “**BEACON Platform**”), shall include the following:

Assessment and treatment will be designed to meet each Employee’s individual needs who, through the assessment process, present with one of the conditions covered under the BEACON Platform protocols which include depression, social anxiety, generalized anxiety and panic. The covered protocols will change from time to time with supplementary protocols being added at the discretion of the Supplier to facilitate additional mental health presentations.

The Supplier’s eTherapists will customize the programs and content curriculum to meet individual Employee’s needs. For purposes hereof, “**eTherapist**” means a regulated health professional or a professional in training, including a practicum student, intern/resident and psychologist in supervised practice, who provides counselling services to Employees through the BEACON Platform.

The Corporation will promote and market the availability of the BEACON Platform to Employees using all reasonable efforts including, without limitation, health and wellness communications and other employee portals and provide access through a link to a Corporation specific landing page which will validate the individual as an employee of the Corporation and enable the Supplier to identify and track the individual as an eligible Employee for aggregated reporting. Through the BEACON Platform, Employees will establish their personal account, complete the initial rigorous self assessment and submit to be reviewed by the Supplier’s eTherapists.

The BEACON Platform program being offered by the Corporation free of charge to Employees does not include a diagnostic assessment which is determined at the time of the review and subsequent telephonic conversation with a Registered Psychologist. If an Employee prefers to access this additional service, he or she may request and pay for this additional service on his/her own. This service may or may not be eligible for reimbursement under the Employee’s defined benefits program.

When the completed assessment is submitted by the Employee, the eTherapist will determine if the Employee is BEACON Platform appropriate. If the Employee is determined to be appropriate for the BEACON Platform, the eTherapist will refer the Employee to therapist-assisted internet delivered CBT (“**TAiCBT**”) through the BEACON Platform. The eTherapist will assign a care path and notify the Employee of this via email.

Should the Employee be deemed not appropriate for treatment via the BEACON Platform because the self-assessment information indicates that the Employee’s symptoms are not appropriate for treatment through the BEACON Platform, this will be communicated to the Employee with recommendations of possible resource alternatives. At this time, the Supplier’s obligations with respect to such Employee will cease.

BEACON TAiCBT

The Beacon TAiCBT Platform program (the “**BEACON Program**”) provides for 12 months of access including 12 weeks of “active therapeutic treatment” with an eTherapist and will include the digital issuance of educational materials and worksheets for skill practicing, review of issued homework and ongoing assessments including outcome measures to track and monitor progress, as well as satisfaction measures.

Educational modules will discuss motivation for change, self-efficacy and specific CBT skills such as cognitive restructuring, problem solving, and behavioral activation.

Employees will be guided through their individualized care path by their own eTherapist who will use asynchronous text message communication embedded on the platform to guide, answer queries and encourage and reinforce the strategies involved in best practice of Cognitive Behavioural Therapy and related strategies. eTherapists will respond to Employee messages within two business days.

After the 12 weeks of “active therapeutic treatment” and upon discharge of an Employee, access to the BEACON Platform will continue to be available for the Employee for 40 weeks to access previous psychoeducational materials, worksheets, previous homework, and previous discussions with the Employee’s eTherapist.

Aggregate Reporting:

The Supplier will provide the Corporation with a BEACON Program quarterly status report which, in addition to any other reporting obligations as may be agreed to by the Parties, will outline the overall details of the BEACON Program and describe in aggregate the general response of participating Employees to treatment based on evaluation tools.

At all times the Employees’ Personal Information will be held in strictest confidence and in accordance with all applicable regulatory laws and regulations. Specific Employee participation in the BEACON Program will be held confidential and all reporting to the Corporation will be done on an aggregate basis.

SCHEDULE B
FEE STRUCTURE

The following fees shall apply for the Services for the Term of the Agreement:

Service	Fees (CAD)
BEACON Program Services for 120 Employees	\$3.00 per employee per month

All Fees set out herein do not include any taxes, if applicable.

The Supplier will invoice the Corporation on a monthly basis, on the last day of each month, based on the Corporation's most recent employee headcount. The Corporation will provide the Supplier with an employee headcount on the Effective Date and then on each six-month anniversary thereafter throughout the Term.