

Dispute Consultation Agreement

1. Consultant Appointment

The client agrees to retain Babar Mirza, operating as BM Consulting under 15378176 Canada Inc., to provide Dispute Consultation Services as described below.

2. Scope of Work

The scope of this engagement includes:

- a. Reviewing the prime contract and any supporting project documentation.
- b. Reviewing the disputed claims and related correspondence.
- c. Tabulating and summarizing all issues, key points, and counter arguments.
- d. Preparing a written report outlining observations and practical feedback on the positions of all parties.
- e. Conducting two meetings that are one hour each to discuss the findings and recommendations. Meetings will be conducted virtually.

3. Confidentiality

All information shared with BM Consulting will be kept confidential and will not be disclosed without the client's consent, except where required by law.

4. Neutrality and No Legal Advice

BM Consulting will provide an independent and neutral assessment but will not act as an advocate or provide legal advice. Clients are encouraged to seek independent legal counsel if required.

5. Voluntary Process

The client may terminate the consultation at any time. BM Consulting also reserves the right to end the engagement if it is no longer practical or appropriate to continue.

6. Fees

The total fee for the consultation service is \$1,500 plus HST. This fee includes all items listed in the Scope of Work.

7. Site Visits

Site visits are not included in the base scope of work and will be billed at \$200 per hour. Travel time is charged at the same rate from either BM Consulting's Toronto or Hamilton office, whichever is closer. Travel expenses, including mileage, parking, or public transportation, will be billed separately.

8. Limitation of Liability

BM Consulting's total liability to the client, whether in contract, tort, or otherwise, shall be limited to the total fees paid under this agreement. BM Consulting shall not be liable for any indirect, consequential, or special damages arising from the services provided.

9. Indemnification

The client agrees to indemnify and hold harmless BM Consulting from any claims, losses, or expenses arising out of the client's use of the consultation report or recommendations.

10. No Guarantee of Outcome

BM Consulting does not guarantee any specific outcome or result from the consultation services. All advice and reports provided are based on the information available and professional judgment at the time.

11. Payment Terms

The client agrees to pay the fee within 30 days of receiving both the final invoice and the written report.

12. Counterparts and Electronic Signatures

This agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

13. Cancellation

If the consultation is cancelled within 48 hours of a scheduled meeting, the full fee remains payable.

I have read, understand and agree to the provisions of this Agreement

Signed on behalf of CLIENT:

I have the authority to bind the party.

Signature

Print name

Date

Signed on behalf of BM Consulting under 15378176 Canada Inc.

I have the authority to bind the party.

Signature

Print name

Date