

**Fill in this information to identify the case:**Debtor Powin, LLCUnited States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)Case number 25-16137**Modified Official Form 410  
Proof of Claim****04/25**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

|  |  |  |
|--|--|--|
| 1. Who is the current creditor?  | 2325016 ONTARIO INC.   |  |
|  | Name of the current creditor (the person or entity to be paid for this claim)  |  |
|  | Other names the creditor used with the debtor <u>LIBESS SERVICE</u>  |  |
| 2. Has this claim been acquired from someone else?                       | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. From whom? _____   |  |
| 3. Where should notices and payments to the creditor be sent?            | <b>Where should notices to the creditor be sent?</b><br>2325016 ONTARIO INC.<br>LIBESS SERVICE<br>10 THE SHIRE LANE<br>MARKHAM, ONTARIO L6B0N3, CANADA<br><br>Contact phone <u>1-647-886-5025</u><br>Contact email <u>INFO@LIBESS.CA</u><br><br>Uniform claim identifier (if you use one): _____ | <b>Where should payments to the creditor be sent? (if different)</b><br><br><br>Contact phone _____<br>Contact email _____ |
| 4. Does this claim amend one already filed?                              | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____<br>MM / DD / YYYY  |  |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Who made the earlier filing? _____   |  |



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

|  |   |
|--|---|
| <b>6. Do you have any number you use to identify the debtor?</b> | <input checked="" type="checkbox"/> No<br><input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:   __ __ __ __   |
| <b>7. How much is the claim?</b> \$ <u>152818.80</u>             | <b>Does this amount include interest or other charges?</b><br><input type="checkbox"/> No<br><input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).  |
| <b>8. What is the basis of the claim?</b>                        | <p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.<br/>Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).<br/>Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Maintenance Services Rendered Pursuant to Master Agreement</u></p>  |
| <b>9. Is all or part of the claim secured?</b>                   | <div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property.<br/><b>Nature or property:</b><br/><div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.<br/><input type="checkbox"/> Motor vehicle<br/><input type="checkbox"/> Other. Describe: _____</div><br/><b>Basis for perfection:</b> _____<br/><small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small><br/><br/><b>Value of property:</b> \$ _____<br/><b>Amount of the claim that is secured:</b> \$ _____<br/><b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)<br/><br/><b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____<br/><br/><b>Annual Interest Rate</b> (when case was filed) _____ %<br/><div><input type="checkbox"/> Fixed<br/><input type="checkbox"/> Variable</div></div> |
| <b>10. Is this claim based on a lease?</b>                       | <div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b>   \$ _____</div>   |
| <b>11. Is this claim subject to a right of setoff?</b>           | <div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>   |



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/18/2025  
MM / DD / YYYY

/s/ Stephen A. Schwimmer, Esq.  
Signature

Print the name of the person who is completing and signing this claim:

Name Stephen A. Schwimmer, Esq.  
First name Middle name Last name

Title Attorney for Creditor

Company The Kelly Firm, P.C.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 507-8031 | International 001-310-823-9000

|   |   |                                  |
|---|---|----------------------------------|
| <b>Debtor:</b><br>25-16137 - Powin, LLC<br><b>District:</b><br>District of New Jersey, Trenton Division   |   |                                  |
| <b>Creditor:</b><br>2325016 ONTARIO INC.<br>LIBESS SERVICE<br>10 THE SHIRE LANE<br><br>MARKHAM, ONTARIO, L6B0N3<br>CANADA<br><b>Phone:</b><br>1-647-886-5025<br><b>Phone 2:</b><br><br><b>Fax:</b><br><br><b>Email:</b><br>INFO@LIBESS.CA | <b>Has Supporting Documentation:</b><br>Yes, supporting documentation successfully uploaded<br><b>Related Document Statement:</b>   |                                  |
|   | <b>Has Related Claim:</b><br>No<br><b>Related Claim Filed By:</b>   |                                  |
|   | <b>Filing Party:</b><br>Authorized agent  |                                  |
| <b>Other Names Used with Debtor:</b><br>LIBESS SERVICE  | <b>Amends Claim:</b><br>No<br><b>Acquired Claim:</b><br>No  |                                  |
| <b>Basis of Claim:</b><br>Maintenance Services Rendered Pursuant to Master Agreement  | <b>Last 4 Digits:</b><br>No   | <b>Uniform Claim Identifier:</b> |
| <b>Total Amount of Claim:</b><br>152818.80  | <b>Includes Interest or Charges:</b><br>Yes   |                                  |
| <b>Has Priority Claim:</b><br>No  | <b>Priority Under:</b>  |                                  |
| <b>Has Secured Claim:</b><br>No<br><b>Amount of 503(b)(9):</b><br>No<br><b>Based on Lease:</b><br>No<br><b>Subject to Right of Setoff:</b><br>No  | <b>Nature of Secured Amount:</b><br><b>Value of Property:</b><br><b>Annual Interest Rate:</b><br><b>Arrearage Amount:</b><br><b>Basis for Perfection:</b><br><b>Amount Unsecured:</b> |                                  |
| <b>Submitted By:</b><br>Stephen A. Schwimmer, Esq. on 18-Sep-2025 1:27:07 p.m. Pacific Time<br><b>Title:</b><br>Attorney for Creditor<br><b>Company:</b><br>The Kelly Firm, P.C.  |   |                                  |

**Fill in this information to identify the case:**

Debtor 1 \_\_\_\_\_

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: \_\_\_\_\_ District of \_\_\_\_\_

Case number \_\_\_\_\_

## Official Form 410

# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

### Part 1: Identify the Claim

**1. Who is the current creditor?**

\_\_\_\_\_  
Name of the current creditor (the person or entity to be paid for this claim)

\_\_\_\_\_  
Other names the creditor used with the debtor

**2. Has this claim been acquired from someone else?**

☐ No

☐ Yes. From whom? \_\_\_\_\_

**3. Where should notices and payments to the creditor be sent?**

Federal Rule of  
Bankruptcy Procedure  
(FRBP) 2002(g)

**Where should notices to the creditor be sent?**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State

Contact phone \_\_\_\_\_

Contact email \_\_\_\_\_

**Where should payments to the creditor be sent? (if different)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State ZIP Code

Uniform claim identifier (if you use one):  
\_\_\_\_\_

CANADA, L6B0N3

**4. Does this claim amend one already filed?**

☐ No

☐ Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on \_\_\_\_\_  
MM / DD / YYYY

**5. Do you know if anyone else has filed a proof of claim for this claim?**

☐ No

☐ Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2:** Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$\_\_\_\_\_ Does this amount include interest or other charges?  
☐ No **See Exhibits A & B.**  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
  
**See Exhibit C.**

9. Is all or part of the claim secured? ☐ No  
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_
- Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$\_\_\_\_\_  
**Amount of the claim that is secured:** \$\_\_\_\_\_  
**Amount of the claim that is unsecured:** \$\_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$\_\_\_\_\_
- Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☐ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$\_\_\_\_\_

11. Is this claim subject to a right of setoff? ☐ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

### Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

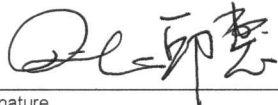
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/17/2025  
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

|               |   |                       |
|---------------|---|-----------------------|
| Name          | HUI   | QIU                   |
|               | First name  | Middle name Last name |
| Title         | Director  |                       |
| Company       | 2325016 Ontario Inc. /Libess Service  |                       |
|               | Identify the corporate servicer as the company if the authorized agent is a servicer. |                       |
| Address       | 10 The Shire Lane   |                       |
|               | Number Street   |                       |
|               | Markham   | ON L6B 0N3            |
|               | City  | State ZIP Code        |
| Contact phone | 647-886-5025  | Email info@Libess.ca  |

# **EXHIBIT A**



## List of Powin Unpaid Invoices

2325016 Ontario Inc. /Libess Service

currency:CAD

As of Jun.10 2025

| Number | Invoice Number | Invoice date | Due date     | Amount Due w PO | Amount Due w/o PO | PO Number     |
|--------|----------------|--------------|--------------|-----------------|-------------------|---------------|
| 1      | 440731485      | Jul.31, 2024 | Oct.29, 2024 | 7897.37         |                   | 14231         |
| 2      | 441130529      | Nov.30, 2024 | Feb.28, 2025 | 2449.57         |                   | 16037         |
| 3      | 441230538      | Dec.30, 2024 | Mar.30, 2025 | 2927.27         |                   | 17460         |
| 4      | 441230539      | Dec.30, 2024 | Mar.30, 2025 | 2234.89         |                   | 17342 & 17473 |
| 5      | 441230540      | Dec.30, 2024 | Mar.30, 2025 | 1537.91         |                   | 17525         |
| 6      | 441230541      | Dec.30, 2024 | Mar.30, 2025 | 5595.79         |                   | 16351         |
| 7      | 441230542      | Dec.30, 2024 | Mar.30, 2025 | 1269.09         |                   | 10846         |
| 8      | 441230543      | Dec.30, 2024 | Mar.30, 2025 | 1269.09         |                   | 10847         |
| 9      | 441230544      | Dec.30, 2024 | Mar.30, 2025 | 3310.74         |                   | 17483         |
| 10     | 441230545      | Dec.30, 2024 | Mar.30, 2025 | 3618.56         |                   | 17465         |
| 11     | 441230546      | Dec.30, 2024 | Mar.30, 2025 | 2593.75         |                   | 10844         |
| 12     | 441230547      | Dec.30, 2024 | Mar.30, 2025 | 2879.38         |                   | 10845         |
| 13     | 441230548      | Dec.30, 2024 | Mar.30, 2025 | 1435.59         |                   | 16354         |
| 14     | 441230549      | Dec.30, 2024 | Mar.30, 2025 | 1725.76         |                   | 17487         |
| 15     | 441230550      | Dec.30, 2024 | Mar.30, 2025 | 1748.82         |                   | 16353         |
| 16     | 441230551      | Dec.30, 2024 | Mar.30, 2025 | 4027.98         |                   | 10823         |
| 17     | 441230552      | Dec.30, 2024 | Mar.30, 2025 | 5852.56         |                   | 16935         |
| 18     | 441230553      | Dec.30, 2024 | Mar.30, 2025 | 4859.67         |                   | 10849         |
| 19     | 441230554      | Dec.30, 2024 | Mar.30, 2025 | 1239.78         |                   | 16503         |
| 20     | 441230555      | Dec.30, 2024 | Mar.30, 2025 | 1014.89         |                   | 16859         |
| 21     | 550131556      | Jan.31, 2025 | May.01, 2025 | 672.82          |                   | 16856         |
| 22     | 550131557      | Jan.31, 2025 | May.01, 2025 | 3560.25         |                   | 16105         |
| 23     | 550131558      | Jan.31, 2025 | May.01, 2025 | 2259.92         |                   | 16857         |
| 24     | 550131559      | Jan.31, 2025 | May.01, 2025 | 3486.21         |                   | 16941         |
| 25     | 550131560      | Jan.31, 2025 | May.01, 2025 | 2331.51         |                   | 16939 & 17486 |
| 26     | 550131561      | Jan.31, 2025 | May.01, 2025 | 1625.62         |                   | 19636         |
| 27     | 550131562      | Jan.31, 2025 | May.01, 2025 | 2128.59         |                   | 16917         |
| 28     | 550131563      | Jan.31, 2025 | May.01, 2025 | 2234.95         |                   | 16916         |
| 29     | 550131564      | Jan.31, 2025 | May.01, 2025 | 2661            |                   | 16911 & 17490 |
| 30     | 550131565      | Jan.31, 2025 | May.01, 2025 | 917.01          |                   | 16912 & 17472 |
| 31     | 550228566      | Feb.28, 2025 | May.29, 2025 | 2661            |                   | 17792         |
| 32     | 550228567      | Feb.28, 2025 | May.29, 2025 | 1069.04         |                   | 17560 & 17788 |
| 33     | 550228568      | Feb.28, 2025 | May.29, 2025 | 3436.1          |                   | 17170         |
| 34     | 550228569      | Feb.28, 2025 | May.29, 2025 | 1723.31         |                   | 17804         |
| 35     | 550228570      | Feb.28, 2025 | May.29, 2025 | 2661            |                   | 17007         |
| 36     | 550228571      | Feb.28, 2025 | May.29, 2025 | 1972.78         |                   | 17219         |
| 37     | 550331572      | Mar.31, 2025 | Jun.29, 2025 | 2787.6          |                   | 17319         |
| 38     | 550331573      | Mar.31, 2025 | Jun.29, 2025 | 1965.08         |                   | 17343         |
| 39     | 550331574      | Mar.31, 2025 | Jun.29, 2025 | 1390.22         |                   | 17323         |
| 40     | 550331575      | Mar.31, 2025 | Jun.29, 2025 | 1221.07         |                   | 17327         |
| 41     | 550331576      | Mar.31, 2025 | Jun.29, 2025 | 1221.07         |                   | 17341         |
| 42     | 550331577      | Mar.31, 2025 | Jun.29, 2025 | 3089.8          |                   | 17326         |
| 43     | 550331578*     | Mar.31, 2025 | Jun.29, 2025 |                 | 2775.03           |               |

|       |                     |              |              |                  |                 |       |
|-------|---------------------|--------------|--------------|------------------|-----------------|-------|
| 44    | 550331579           | Mar.31,2025  | Jun.29, 2025 | 4745.37          |                 | 17276 |
| 45    | 550331580*          | Mar.31,2025  | Jun.29, 2025 |                  | 5136.12         |       |
| 46    | 550331581           | Mar.31,2025  | Jun.29, 2025 | 3949.15          |                 | 17328 |
| 47    | 550331582*          | Mar.31,2025  | Jun.29, 2025 |                  | 2515.2          |       |
| 48    | 550331583*          | Mar.31,2025  | Jun.29, 2025 |                  | 2651.83         |       |
| 49    | 550331584*          | Mar.31,2025  | Jun.29, 2025 |                  | 7915.72         |       |
| 50    | 550331585           | Mar.31,2025  | Jun.29, 2025 | 1634.8           |                 | 17318 |
| 51    | 550331586*          | Mar.31,2025  | Jun.29, 2025 |                  | 2546.98         |       |
| 52    | 550331587           | Mar.31,2025  | Jun.29, 2025 | 1098.81          |                 | 17035 |
| 53    | 550331588*          | Mar.31,2025  | Jun.29, 2025 |                  | 1098.81         |       |
| 54    | 550331589           | Mar.31,2025  | Jun.29, 2025 | 1069.04          |                 | 17451 |
| 55    | 550331590           | Mar.31,2025  | Jun.29, 2025 | 1739.65          |                 | 17801 |
| 56    | 550331591           | Mar.31,2025  | Jun.29, 2025 | 2217.78          |                 | 17799 |
| 57    | 550331592           | Mar.31,2025  | Jun.29, 2025 | 689.48           |                 | 17547 |
| 58    | 550331593           | Mar.31,2025  | Jun.29, 2025 | 2377.7           |                 | 17594 |
| 59    | 550331594           | Mar.31,2025  | Jun.29, 2025 | 2195.74          |                 | 17627 |
| 60    | 550331595           | Mar.31,2025  | Jun.29, 2025 | 1921.6           |                 | 17629 |
| 61    | 550331596           | Mar.31,2025  | Jun.29, 2025 | 1396.04          |                 | 17678 |
| 62    | 550331597*          | Mar.31,2025  | Jun.29, 2025 |                  | 1516.69         |       |
| 63    | 550331598           | Mar.31,2025  | Jun.29, 2025 | 2335.86          |                 | 17803 |
| 64    | 550430599           | Apr.30, 2025 | Jul.29, 2025 | 1921.6           |                 | 17776 |
| 65    | 550430600           | Apr.30, 2025 | Jul.29, 2025 | 2149.65          |                 | 17791 |
| 66    | 550430601*          | Apr.30, 2025 | Jul.29, 2025 |                  | 1921.6          |       |
| 67    | 550430602*          | Apr.30, 2025 | Jul.29, 2025 |                  | 3019.99         |       |
| 68    | 550430603*          | Apr.30, 2025 | Jul.29, 2025 |                  | 1921.6          |       |
| 69    | 550430604           | Apr.30, 2025 | Jul.29, 2025 | 2335.86          |                 | 17773 |
| 70    | 550430605*          | Apr.30, 2025 | Jul.29, 2025 |                  | 1634.8          |       |
| 71    | 550430606*          | Apr.30, 2025 | Jul.29, 2025 |                  | 2200.37         |       |
| 72    | 550430607           | Apr.30, 2025 | Jul.29, 2025 | 1444.76          |                 | 17849 |
| 73    | 550430608*          | Apr.30, 2025 | Jul.29, 2025 |                  | 1444.76         |       |
| 74    | 550430609*          | Apr.30, 2025 | Jul.29, 2025 |                  | 1444.76         |       |
| 75    | 550430610           | Apr.30, 2025 | Jul.29, 2025 | 1390.22          |                 | 17777 |
| 76    | 550531611           | May.31, 2025 | Aug.29, 2025 | 3172.02          |                 | 17938 |
| 77    | 550531612           | May.31, 2025 | Aug.29, 2025 | 8849.55          |                 | 16956 |
| 78    | 550531613*          | May.31, 2025 | Aug.29, 2025 |                  | 1238.19         |       |
| 79    | 550531614           | May.31, 2025 | Aug.29, 2025 | 1634.8           |                 | 17951 |
| 80    | 550531615*          | May.31, 2025 | Aug.29, 2025 |                  | 1444.76         |       |
| 81    | 550531616*          | May.31, 2025 | Aug.29, 2025 |                  | 1982.46         |       |
| 82    | 550531617*          | May.31, 2025 | Aug.29, 2025 |                  | 1739.65         |       |
| 83    | 550531618*          | May.31, 2025 | Aug.29, 2025 |                  | 1519.66         |       |
| 84    | 550531619*          | May.31, 2025 | Aug.29, 2025 |                  | 1250.84         |       |
| 85    | 550531620*          | May.31, 2025 | Aug.29, 2025 |                  | 1647.37         |       |
| Total | <b>\$207,401.08</b> |              |              | <b>156833.89</b> | <b>50567.19</b> |       |

after adding interest 1700.88

**\$209,101.96**

Total in CAD

convert to USD /1.3683

**\$152,818.80**

Note: 1. Interest rate applies to the invoices before Mar.01, 2025 (highlighted) only.

2. \* right after invoice number indicate no PO No.s yet.

# **EXHIBIT B**

**Libess Service**

2325016 Ontario Inc., Markham  
Ontario, Canada  
Tax ID: 816137483 RT0001

**INTEREST CHARGE BREAK DOWN**

**Bill to:**  
Powin Energy Ontario Storage, LLC  
20550 SW 115th Ave  
Tualatin, OR 97062

|                                   | Invoice date       | Amount   | Days due | Interest rate | Interest    | Memo |
|-----------------------------------|--------------------|----------|----------|---------------|-------------|------|
| Interest charge 440731485         | Oct.29, 2024       | 7897.37  | 223      | 9.50%         | 458.3720095 |      |
| Interest charge 441130529         | Feb.28, 2025       | 2449.57  | 101      | 9.50%         | 64.39349082 |      |
| Interest charge 441230538-555     | Dec.30, 2024       | 49141.52 | 71       | 9.50%         | 908.1083627 |      |
| Interest charge 550131556-565     | Jan.31, 2025       | 21877.88 | 40       | 9.50%         | 227.7697096 |      |
| Interest charge 550228566-571     | Feb.28, 2025       | 13523.23 | 12       | 9.50%         | 42.23693753 |      |
|                                   |                    |          |          |               |             |      |
| Total Interest of overdue payment | As of Jun.10, 2025 |          |          |               | 1700.88051  |      |

Days due is calculated from 90 days after the invoice date to the date of filing chapter 11 Jun.10, 2025

# **EXHIBIT C**



Powin, LLC  
20550 SW 115<sup>th</sup> Ave  
Tualatin OR 97062  
503-598-6659  
www.powin.com

## MASTER AGREEMENT—APPROVED SERVICE PROVIDER

This **Master Agreement—Approved Service Provider** (this "**Agreement**"), dated as of [07] [21], [2021] (the "**Effective Date**"), is by and between **Powin, LLC**, a Delaware limited liability company ("**Powin**"), and [LIBESS SERVICE], a(n) [Canadian Corporation] ("**Contractor**"). Powin and Contractor are sometimes referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**." Capitalized terms not otherwise defined have the meanings given in Section 24 of this Agreement.

### Background

- A. Powin is a leading producer of safe and reliable high-capacity, modular battery energy storage systems that it sells to customers and installs at customer facilities and sites. As with any power equipment, Powin Equipment requires maintenance on a scheduled basis and from time to time on an unscheduled non-emergency or emergency basis. Powin's customers either contract with Powin to provide required maintenance services or contract directly with third party service providers approved by Powin ("**ASPs**") to provide that maintenance.
- B. Contractor provides certain mechanical, electrical, and/or HVAC services and has the capability and resources to service Powin Equipment at designated Facilities and Sites. Contractor is willing to obtain the necessary training and certification required by Powin to be a designated ASP.
- C. Powin and Contractor wish to establish the terms under which Powin may engage Contractor to provide Scheduled, Unscheduled Non-Emergency, and Emergency Services for Powin Equipment, as further described in this Agreement and detailed in purchase orders issued from time to time under this Agreement ("**POs**").

### Terms

The Parties therefore agree as follows:

1. **Engagement of Contractor.** During the Term of this Agreement, Powin will engage Contractor, and Contractor accepts such engagement, as an ASP to provide Scheduled Maintenance and Unscheduled Maintenance on Powin Equipment at designated Facilities and Sites. Services will be provided in accordance with Section 2 and the other terms and conditions of this Agreement. This Agreement applies to all Services provided by Contractor to Powin.
2. **Services Generally.** Contractor shall perform the Services described in Exhibit A.1, in accordance with the terms and conditions provided in Exhibit A.1 for the Term described in Exhibit A.2. Upon completion of Services, Contractor will issue to Powin an Invoice and service report as described in Section 3(c).





### 3. Pricing and Deliverables.

(a) Pricing. Contractor will provide Services at the rates listed in Exhibit A.1. Rates charged to Powin will be equal to or less than the rate or price Contractor charges to any third party for the same or similar services. If Contractor provides similar services to any third party at a lower rate, Contractor will within 30 days: (i) notify Powin; (ii) refund to Powin the difference between the rate charged to Powin and the lower rate charged to the third party; and (iii) apply the lower rate to all future Services performed under this Agreement.

(b) Issued Purchase Orders. Powin will issue to Contractor one or more POs in an amount to be determined by Powin. Powin will specify in each PO that it issues to Contractor the Facilities and/or Sites to receive Services, Powin Equipment requiring Services, and amounts allocated for Services Contractor will be requested to perform from time to time under this Agreement. Contractor will not perform any Services under this Agreement without first being issued a PO by Powin. If Contractor expends the full amount authorized under one or more Services listed in the PO, Contractor will promptly notify Powin and request an amendment to the PO or issuance of a new PO to authorize future Services, and will not provide additional Scheduled Maintenance except as authorized under the amended or new PO. Contractor may provide and complete at Powin's request Unscheduled Non-Emergency or Emergency Maintenance in excess of remaining authorization under issued POs, provided that promptly after completion of the Services Contractor notifies Powin of the overage and requests an amended or new PO covering the excess.

(c) Service Reports and Invoices. Contractor must submit an invoice bi-weekly or monthly (when the invoices' amount is less than \$10,000 in total) and accompanying service report within five calendar days of Services being completed. If Contractor fails to submit either document, Powin may withhold payment for the Services performed, without liability or interest, until both documents are submitted. The invoice must refer to the applicable PO, state the amount being charged to Powin for Services, list separate line items for each Service performed and the category of maintenance performed (i.e., Scheduled, Unscheduled Non-Emergency, or Emergency Maintenance), and contain such additional detail as may be reasonably requested in writing by Powin by notice to Contractor. The service report must describe (i) the Services performed, (ii) the category of maintenance, (iii) the type and amount of parts used, (iv) the amount of labor (including timesheets), (v) the Personnel who performed the Services, (vi) the Facility and/or Site where the Services were performed, (vii) any approval or work authorization provided by Powin, (viii) a description of any incidents or "near misses" described in Exhibit A.1; and (ix) any other information required to be included by the terms and conditions of the PO.

(d) Volume Pricing (N/A, NOT APPLICABLE).

**4. Payment Terms.** Powin shall pay Contractor for Services performed under this Agreement in accordance with the terms and conditions provided in this Section 4 (the "**Payment Terms**"). In the event a conflict exists between the Payment Terms and a term or condition in a PO, the PO will control. Any additional, consistent payment terms in a PO will supplement these Payment Terms.



(a) Timing of Payment. Powin will pay Contractor within 90 days after Services are completed under this Agreement (the "**Payment Period**"). The Payment Period will begin on the date that Powin receives both the invoice and service report required under Section 3(c). Amounts unpaid by the end of the Payment Period will bear interest at a rate of two percent above the prime rate as reported by the Federal Reserve Bank of New York on the date the payment was due or the maximum rate permitted by Applicable Law, whichever is lower.

(b) Application of Payment. Payments made by Powin will be applied as designated by Powin. If Powin does not designate how a payment is to be applied, payment will be applied first to any interest owed to Contractor and then to the oldest unpaid invoice(s).

(c) Amount Invoiced. Powin reserves the right to dispute any amount invoiced by Contractor and to request additional supporting documentation from Contractor to evidence any disputed amount. For invoices disputed in part, Powin will promptly pay the amount not in dispute, and any disputed amount which is ultimately determined to have been payable will be promptly paid when determined or by the end of the Payment Period if not yet expired. The Payment Period will be suspended while an amount is in dispute and will resume when the dispute is resolved.

(d) Currency. All amounts invoiced and payable under this Agreement shall be stated and paid in Canadian dollars; at the exchange rate in effect on the date payment made by Powin. For all other purposes, the foreign exchange rate shall be the applicable currency per U.S. Dollar rate published by the Wall Street Journal on the day the payment was due.

(e) Taxes; Other Payments. The fees and any other amounts payable under this Agreement do not include any applicable taxes, which are the sole responsibility of and will be borne by Contractor. Such taxes for which Contractor is responsible include federal, provincial, state, county or local, sales, use, value added, or other similar taxes, whether characterized as such and whether United States or foreign. Contractor may, however, separately itemize and bill Powin for sales, use, value added, and similar taxes, which Powin will pay to the extent it is able to collect such taxes from the applicable customer.

## **5. Expenses; Mobilization.**

(a) Generally. Powin is engaging Contractor with the understanding that Contractor currently has or can readily assemble and deploy all resources and skills needed to provide the Services. Contractor is responsible for establishing and maintaining its ability to provide the Services, at its expense. Contractor will not charge Powin for time or costs incurred by Contractor in procuring equipment, personnel, training, or certifications needed to provide the Services, except as expressly provided in this Agreement or the applicable PO.

(b) Expenses. Except as provided otherwise in this Agreement or the applicable PO, Contractor will be responsible for payment of all expenses Contractor incurs in the course of providing Services. Without limitation, Contractor is responsible for costs of training and





certification required under Section 7, equipment required under Section 8, and Personnel as provided in Section 9.

(c) **Nonbillable Time.** Contractor will not charge Powin for time spent on procurement, training, mobilization, demobilization, traveling to and from Sites or Facilities, or other activities that do not constitute servicing Powin Equipment, except as may be expressly provided under the applicable PO. Contractor will not be entitled to any compensation or benefits other than the compensation specified in Section 3(a).

**6. Non-Binding Forecast.** Powin may periodically give Contractor forecasts which include projected service requests and timeframes when Powin Equipment will be offline for Scheduled Maintenance. Forecasts are for planning purposes only and are non-binding.

**7. Powin Programs.**

(a) **Certification Training.** At least once every two years, at Contractor's expense (including any travel, lodging and enrollment expenses), Contractor Personnel must successfully complete the certification training program then being used by Powin to train, educate, or certify third parties to maintain and service Powin Equipment ("**Certification Training**"). Powin may provide Certification Training either virtually, in person, or in a combination of virtual and in person formats.

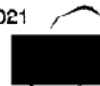
(b) **Safety Program.** While performing Services on Powin Equipment under this Agreement, Contractor will abide by all safety protocols used by Powin, including all environmental, health, and safety ("**EHS**") protocols. Contractor will report to Powin any WSIB hours and incident reports that Contractor files with WSIB in relation to any Facility, Site, or Powin Equipment. (WSIB Workplace Safety & Insurance Board in Canada)

(c) **Quality Program.** To ensure ongoing quality and efficiency of Services provided under this Agreement, Powin and Contractor will establish the following practices, which collectively will be referred to as the "**Quality Assurance Program**":

(i) **Quarterly Management Review.** Powin and Contractor will meet on a quarterly basis to review Contractor's workload and any issues Contractor has discovered or anticipates with Powin Equipment, Facilities, or Sites. Quarterly meetings will be held at dates and times established by Powin and reasonably acceptable to Contractor. Contractor will prepare and present at such meetings any relevant metrics and data that Powin requests in advance.

(ii) **Powin Work Procedures.** Contractor will abide by any applicable Powin work procedures provided by Powin when performing Services at each Facility or Site and when performing Services on Powin Equipment.

(iii) **Tooling and Vehicle Cost Plan.** To ensure that Contractor's vehicles and equipment are properly maintained in order to timely meet any requests by Powin for Scheduled





Maintenance or Unscheduled Maintenance, Contractor will submit to Powin a written plan for maintaining the vehicles and equipment that are needed to reach each Facility or Site and perform work on Powin Equipment. Powin will have the right to request reasonable revisions to each submitted plan, but will not unreasonably withhold approval of the plan. Powin may request that the plan be updated from time to time, but no more than once per year.

(iv) Calibration. If Contractor uses voltage meters or similar equipment in performance of Services, Contractor will establish and provide Powin with documentation of a calibration program within 30 days of the Effective Date. Such calibration program will require that Contractor calibrate any such equipment in accordance with Prudent Industry Practices and any specific requirements provided by Powin. Powin may request that the program and the documentation provided to Powin be updated from time to time, but no more than once per year.

**8. Equipment and Special Tooling.** Powin will not be obligated to reimburse Contractor for the cost of any equipment or tooling unless specifically provided for in this Agreement. Any equipment or tools furnished by Powin to Contractor will remain the property of Powin. All such tools and equipment will be used by Contractor exclusively for performance of Services on Powin Equipment under this Agreement. Contractor will maintain its tools and equipment in first-class condition and will make replacements when necessary. Contractor will be responsible for all loss or damage to such tools and equipment while in Contractor's possession. Upon completion or earlier termination of this Agreement, tools and equipment provided to Contractor by Powin will be returned to Powin or disposed at Powin's direction.

**9. Personnel.**

(a) Control of Personnel. Contractor will have complete charge and responsibility for its employees and Subcontractors (collectively "**Personnel**"). Powin reserves the right to instruct Contractor to immediately remove any of its Personnel who are in violation of this Agreement or whose services are otherwise unsatisfactory. If Powin requests that Contractor remove one or more of its Personnel, then Contractor will use reasonable efforts to replace such Personnel with one or more appropriately skilled persons, provided such request does not violate Applicable Law. Removal of Contractor Personnel will not affect Contractor's obligation to provide Services under this Agreement.

(b) Certification Training. No Contractor Personnel may perform Services under this Agreement unless such Personnel have successfully completed Powin's Certification Training described in Section 7(a), and have a currently effective certification.

(c) Employment Qualifications and Records. All Contractor Personnel are to be either Canadian citizens, lawful permanent residents of Canada, or otherwise authorized to work in Canada. All of Contractor's (i) employment practices, including without limitation those relating to the hiring, payment, retention, and discharge of workers, and (ii) employment records, including without limitation its Record of Employment (ROE) and payment records and all related recordkeeping and retention practices, must be in compliance with Applicable Laws.



## 10. Audit.

(a) Books and Records. Contractor will maintain accurate books and records of Services performed under this Agreement in sufficient detail in order to confirm Contractor's compliance with the terms of this Agreement ("**Service Records**"). Contractor will retain the Service Records for at least three years following the end of the Calendar Year to which the Service Records pertain.

(b) Audit. Within 20 Business Days after Powin's written request, Contractor will permit an independent certified public accountant selected by Powin and reasonably acceptable to Contractor to conduct an inspection of Contractor's Service Records for the purpose of verifying Contractor's compliance with this Agreement. The accountant will be permitted, during normal business hours, to inspect Contractor's Service Records and to meet with and interview Personnel familiar with Contractor's practices. If the accountant determines that any overcharge or other event entitling Powin to a refund has occurred, then: (i) Contractor will pay Powin such overcharge or refund promptly, together with interest at the rate of eight percent per annum, or if lower, the highest rate permitted by law, from the date of the overcharge or other event; (ii) Contractor will bear the cost of the accountant's inspection; and (iii) Powin may have additional inspections conducted semiannually during the next two years. Otherwise, Powin will bear the cost of each inspection and may conduct inspections no more often than once during a Calendar Year.

(c) Effect of Delay. If Contractor fails to make Service Records and appropriate Personnel available for an inspection, then Powin may upon 30 days written notice withhold payment from Contractor for Services performed, without interest or liability, and/or may terminate this Agreement immediately upon notice to Contractor. Powin will release any withheld payments upon Contractor's compliance with Section 10(a).

## 11. Representations and Warranties.

(a) By Contractor. Contractor makes the following representations and warranties to Powin:

(i) Service Warranty. All Services and all parts used in Contractor's performance of Services with respect to specific Powin Equipment will be free from defects in material and workmanship for a period of 365 days from the date of last Service by Contractor for that item of Powin Equipment ("**Service Warranty**").

(ii) Good and Marketable Title. Contractor has and will pass to Powin upon completion of Services good and marketable title to products used for maintenance on Powin Equipment in the course of performing the Services, free and clear of all liens, claims, options, charges, security interests, encumbrances and restrictions of any kind.

(iii) Bona Fide Employee. Each individual providing Services under this Agreement is a bona fide employee or Subcontractor of Contractor. Each such employee or





Subcontractor is in compliance with all federal, state, and local laws relating to employment of such person, including without limitation all laws relating to immigration, withholding and payment of taxes, and provision of workers' compensation or industrial insurance. Contractor has not received any written notices of violation or potential violation of any such laws and there are no known conditions or circumstances which might lead to Contractor receiving any such notice of violation or potential violation.

(iv) **Skilled Personnel.** All Contractor Personnel providing Services have skills and experience adequate to timely perform the Services they provide under this Agreement.

(v) **Third Party Trade Rights.** Services provided by Contractor and products it uses or supplies under this Agreement do not and will not violate or infringe on the trade rights of any third party.

(b) **Survival.** All warranties provided under this Agreement will survive inspection, testing, acceptance, and payment.

(c) **Third Party Warranties.** Contractor extends to Powin all warranties made by third parties that supply Contractor with components and/or parts used by Contractor in performance of Services. Contractor will execute any and all assignments to Powin of third party warranties or make the benefit of the warranties available to Powin if such warranties are not assignable.

(d) **No Implied Warranties.** THE EXPRESS WARRANTIES BY CONTRACTOR IN THIS AGREEMENT ARE IN LIEU OF ANY OTHER WARRANTIES BY CONTRACTOR, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **12. Remedies.**

(a) **Breach of Service Warranty.** In case of any breach of the Service Warranty, Contractor will, at Powin's option, promptly re-perform any defective Services and replace any defective product, or provide Powin with a full refund for the defective Services or product. Contractor will bear all costs associated with re-performance or replacement. Contractor will re-perform the defective Services and replace any defective product at times designated by Powin.

(b) **Failure to Re-Perform.** If Powin does not initially elect a refund and Contractor fails to re-perform defective the Services or replace a defective product, or if Contractor's attempted re-performance of Services or product replacement fails to remedy the defect identified by Powin, then Contractor will provide Powin with a full refund for the defective Services or product and Powin may elect to contract with a different ASP to perform the Services.

(c) **Exclusive Remedy; Limited Liability.** With respect to any breach of the Service Warranty, POWIN'S SOLE AND EXCLUSIVE REMEDY, AND THE LIMIT OF CONTRACTOR'S LIABILITY, SHALL BE A REFUND OR RE-PERFORMANCE AND REPLACEMENT, AS STATED IN THIS SECTION 12. IN NO EVENT SHALL CONTRACTOR BE HELD LIABLE FOR PUNITIVE, EXEMPLARY, SPECIAL,





INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, EXCEPT AS REQUIRED TO BE PAID UNDER SECTION 13.

### 13. Indemnification.

(a) Indemnification by Contractor. Contractor shall protect, defend, indemnify, and hold harmless Powin, its affiliates, subsidiaries, co-owners, Subcontractors, successors and assigns and its and their directors, officers, employees, agents and insurers (the "**Powin Group**") against any loss, liability or damage incident to claims, demands or causes of action of every kind and character whatsoever related to or arising in connection with bodily injury, illness, death, damage to or loss of property of Contractor, Contractor's employees, Contractor's Subcontractors or their employees, and Contractor's invitees arising out of or resulting from the performance of (or the failure to perform under) this Agreement. This, and all other, indemnity provisions contained herein shall have no application in the event that the event giving rise to any claim, demand, cause of action, or liability arises from the sole or gross negligence of Powin.

(b) Indemnification by Powin. Powin shall protect, defend, indemnify, and hold harmless Contractor, its affiliates, subsidiaries, co-owners, Subcontractors, successors and assigns and its and their directors, officers, employees, agents and insurers (the "**Contractor Group**") against any loss, liability or damage incident to claims, demands or causes of action of every kind and character whatsoever related to or arising in connection with bodily injury, illness, death, damage to or loss of property of Powin, Powin's employees, Powin's Subcontractors or their employees, and Powin's invitees arising out of or resulting from the performance of (or the failure to perform under) this Agreement. This, and all other, indemnity provisions contained herein shall have no application in the event that the event giving rise to any claim, demand, cause of action, or liability arises from the sole or gross negligence of Contractor.

(c) Third Parties. To the fullest extent enforceable under applicable law, Contractor shall protect, defend, indemnify, and hold harmless the Powin Group against any loss, liability or damage suffered by a third party arising out of or resulting from the negligence (whether such negligence be active, passive, sole, joint, concurrent, comparative, contributing or gross), strict liability or willful or wanton misconduct of any of the Contractor Group, or Contractor's invitees.

(d) Process for Indemnification. The Party seeking indemnification under this Agreement ("**Indemnified Party**") will: (i) provide the indemnifying Party reasonable notice of each Loss for which it seeks indemnification; and (ii) at the indemnifying Party's expense, reasonably cooperate in the defense of each Claim. If requested by the Indemnified Party, the indemnifying Party shall use counsel reasonably satisfactory to the Indemnified Party to defend each Claim. The Indemnified Party may also participate in the defense using its own counsel at its own expense. If at any time the Indemnified Party reasonably determines that any Claim might result in a conflict of interest or otherwise adversely affect the Indemnified Party, then without limiting indemnifying Party's obligations under this section, Indemnified Party may take control of the defense of the Claim. The indemnifying Party will not settle any Claim without Indemnified Party's prior written consent, which may not be unreasonably withheld if the settlement requires only the payment of monetary damages that will be paid by the indemnifying



Party. The indemnifying Party will ensure that any settlement of any Claim by the indemnifying Party is kept confidential to the extent permitted under Applicable Law. The indemnifying Party's duty to defend upon request is independent of its duty to indemnify.

(e) Attorneys' Fees. Each obligation set forth in this Section 13 shall include reasonable attorneys' fees, court costs, costs of investigation and other legal costs and expenses of any nature whatsoever associated with the loss, liability or damage against which the Indemnified Party has been indemnified, and any and all costs and expenses incurred in the enforcement of the indemnity.

**14. Liquidated Damages.** Powin and Contractor recognize that time is of the essence in performance of the Services provided under this Agreement and that Powin will suffer financial loss if Contractor fails to fully perform the Services or respond to Powin's service requests within the response times provided in Exhibit D. The Parties also recognize the delays, expense, and difficulties involved in proving at a legal or arbitration hearing, the actual loss suffered by Powin if the Services are not completed or Contractor fails meet the required response time. Accordingly, instead of requiring such proof, Powin and Contractor agree that as liquidated damages for Contractor's non-performance, failure to complete the Services, or failure to timely respond to Powin (but not as a penalty) Contractor will pay Powin the applicable liquidated damage amount set forth in Exhibit D for each day that expires after the Services should have been completed, or the expiration of the response time, until such Services are completed. If the liquidated damages set forth in this Agreement are determined to be invalid or unenforceable for any reason, Powin reserves the right to seek and recover actual, consequential, and special damages which arise or are the result of Contractor's failure to fully perform the Services or respond to Powin within the response time provided in Exhibit D.

**15. Restrictive Covenants.**

(a) Non-Solicitation of Powin Employees. During the Term of this Agreement and for a period of two years after the completion or earlier termination of this Agreement, Contractor agrees and covenants that Contractor will not, directly or indirectly, in any manner (whether as an owner, officer, director, partner, manager, member, employee, independent contractor, consultant or otherwise) solicit a Powin employee for employment as an employee of Contractor, an Affiliate of Contractor, or as a consultant for Contractor or one of its Affiliates. Contractor also agrees and covenants to not recommend to third parties that they solicit or engage a Powin employee for employment as an employee, as a consultant, or otherwise.

(b) Non-Solicitation of Customers. During the Term of this Agreement and for a period of two years after the completion or earlier termination of this Agreement, Contractor will not, directly or indirectly, (i) contact, solicit, approach, seek business from or with, or accept an offer from, a Powin customer to provide services for Powin Equipment Agreement directly to such customer, unless Powin consents, in writing, which consent Powin will not unreasonably withhold, to Contractor's providing services to the customer and Contractor continues to successfully complete Certification Training on a bi-annual basis as described in Section 7(a); or (ii) induce or attempt to induce any customer or other business relation of Powin to cease doing





business with or renegotiate their relationships with Powin, or in any way adversely interfere with the relationship between any such customer or other business counterparty and Powin.

**16. Confidentiality.**

(a) Contractor will keep confidential any nonpublic information about Powin's existing or proposed business, products, or services ("**Confidential Information**"). Confidential Information may be written, oral, observed while at Sites or Facilities, embodied in Powin Equipment, or in other forms and may or may not be patentable. All information in Powin's possession, including information from third parties, is presumed to be Confidential Information unless Powin states otherwise in writing.

(b) Contractor will protect Confidential Information from disclosure by using reasonable care and at least the same care Contractor uses to protect its own confidential information. Contractor will notify Powin immediately of any disclosure of Confidential Information not permitted by this Agreement, and will cooperate fully with Powin to recover it and limit its dissemination.

(c) Contractor may disclose Confidential Information to its Personnel who need to know Confidential Information in order to provide Services to Powin and who are required by Contractor to comply with the restrictions imposed on Contractor under this Section 16. Contractor is responsible for any breach of this agreement by its Personnel.

(d) Contractor will not use Confidential Information, except to provide Services to Powin.

(e) At Powin's request, Contractor will return all materials furnished by Powin that contain Confidential Information and will destroy or deliver to Powin any other materials containing Confidential Information, including materials prepared by Contractor. Upon request, Contractor will state in writing under oath whether it has complied with this Section 16(e).

(f) If Contractor makes or proposes any improvements or other modifications to Confidential Information, either alone or jointly with others, Powin will own all rights in the improvements or other modifications, and Contractor will execute any documents Powin requests to confirm that the improvements or other modifications belong to Powin. Contractor will promptly disclose any such improvements or modifications to Powin, and they will be considered Confidential Information of Powin.

(g) The obligations of this Section 16 will survive the end of the Term and will remain in effect as long as Contractor knows or possesses Confidential Information, but will not apply to information: (a) available to the public through no fault of Contractor; or (b) received in good faith by Contractor without restriction on use or disclosure from others having no obligation of confidentiality to Powin; or (c) independently developed by Contractor, as evidenced by Contractor's written records.



(h) The fact that portions of Confidential Information may be publicly available or otherwise not subject to this Section 16 will not affect Contractor's obligations with respect to the remaining portion or with respect to the particular formulation or compilation disclosed by Powin.

(i) If a court or governmental agency requires Contractor to disclose Confidential Information, Contractor will promptly notify Powin and allow Powin a reasonable time to oppose disclosure. If disclosure is nonetheless required, Contractor will use its best efforts to limit the dissemination of Confidential Information that is disclosed.

(j) Contractor will not provide Powin with any confidential information belonging to Contractor or any other party unless Powin first agrees in writing to receive the information and acknowledges its confidential nature.

**17. Compliance with Law.** Contractor and its Affiliates will at all times comply with any Applicable Laws and regulations. In Canada, these laws may include without limitation the Federal Labor Standards Code, and Department of Labor, Department of Commerce, Environment Minister, and Department of Transportation regulations. Contractor will comply with Equal Employment Opportunity regulations, and the Immigration & Refugee Protection Act 2001, unless exempted or inapplicable.

**18. Hazardous Materials.**

(a) Appropriate Use. If Contractor's performance of Services includes the use of Hazardous Materials, Contractor will ensure that its Personnel understand the nature and hazards associated with such Hazardous Materials, including their proper handling, transportation, use, and disposition. Within 30 days of executing this Agreement, Contractor shall deliver to Powin a Safety Data Sheet ("**SDS**") for any Hazardous Materials that Contractor knows it will or could bring to any Site or Facility in its performance of Services. If at any time after Contractor delivers to Powin an SDS, Contractor becomes aware of one or more Hazardous Materials that it will or could bring to any Site or Facility in its performance of Services, Contractor will notify Powin and deliver to Powin an SDS for the additional Hazardous Material(s) prior to transporting them or using them at any Facility or Site. In addition to an SDS, Contractor will supply Powin with all other documentation necessary for compliance with Applicable Laws. Contractor may not use any Hazardous Materials at any Facility or Site without prior approval by Powin.

(b) Alternate Materials. When Contractor becomes aware of an alternative product that is less hazardous in terms of human and environmental endangerment than a product used in the performance of Services under this Agreement, Contractor will submit a written proposal for Powin's review suggesting the use of such alternate product.

(c) Ozone Depletion. Contractor certifies that parts and products used in performance of Services under this Agreement do not contain and are not manufactured with







any ozone depleting substances as defined in any Applicable Law, except as disclosed to and approved in advance by Powin.

**19. Contractor Insurance.** Within 30 days of the Effective Date and upon any renewal or extension of this Agreement thereafter, Contractor will deliver to Powin certificates of insurance evidencing the policies described in Exhibit E. The insurance policies referenced in Exhibit E will be endorsed to be primary and non-contributory to any other insurance Powin may procure. Contractor shall waive all rights of subrogation against Powin for any occurrence arising out of Services performed under this Agreement.

**20. Termination and Default.**

(a) Contractor Default. The following events will constitute a default by Contractor (each a "**Contractor Default**"):

(i) Contractor fails to respond to Powin's service request within the required response time described in Exhibit D or fails to complete the requested Services;

(ii) Contractor fails to comply with the requirements of one or more of the Powin programs described in Section 7, including without limitation the Certification Training program, safety program, and Quality Assurance Program;

(iii) A representation or warranty made by Contractor is materially false or misleading as of the Effective Date of this Agreement, and Contractor fails to cure such false or misleading representation or warranty within 30 days of Powin providing Contractor notice of the false or misleading representation or warranty;

(iv) Contractor violates any restrictive covenant provided in Sections 15 or 16;

(v) Contractor becomes bankrupt or insolvent, goes into liquidation, files a petition seeking reorganization or similar relief, has a receiving or administration order made against it, makes an assignment for the benefit of its creditors, or has any involuntary petition or proceeding under bankruptcy or insolvency laws instated against Contractor that is not stayed, enjoined, or discharged within 90 days; or

(vi) Contractor fails to cure a material default in the performance of any of its obligations under this Agreement within 30 days after receipt of written notice from Powin.

(b) Powin Default. The following events will constitute a default by Powin (each a "**Powin Default**"):

(i) If Powin becomes bankrupt or insolvent, goes into liquidation, files a petition seeking reorganization or similar relief, has a receiving or administration order made against it, makes an assignment for the benefit of its creditors, or has any involuntary petition or proceeding under bankruptcy or insolvency laws instated against Contractor that is not stayed, enjoined or discharged within 90 days;



(ii) Powin fails to pay or cause to be paid any amount that is due and payable to Contractor pursuant to this Agreement with respect to which there does not exist a bona fide dispute and fails to cure such default within 30 days following receipt of written notice from Contractor; or

(iii) Powin fails to cure a material default in the performance of its obligations under this Agreement within 30 days after receipt of written notice from Contractor.

(c) Termination for Default. Upon the occurrence of a Powin Default or Contractor Default, the non-defaulting Party may, upon giving notice to the defaulting Party, terminate this Agreement without prejudice to any other right or remedy the non-defaulting Party may have under this Agreement or at law or in equity, and no such remedy will be exclusive of any other remedy.

**21. Independent Contractor.** Contractor's relationship with Powin will be that of an independent contractor. Contractor will be solely responsible for determining the means and methods for performing Services under this Agreement. Contractor's Personnel will not be considered employees of Powin. Contractor is solely responsible for compensating its Personnel and must maintain all necessary records regarding the employment and engagement of its Personnel. Powin will not withhold any amount that would normally be required to be withheld from an employee's pay. Contractor will be solely responsible for all payroll taxes and insurance premiums required under federal, state, or local law with respect to compensation of its Personnel. Contractor will comply with all reporting, payment, and withholding obligations arising from the payment of such compensation. Contractor's Personnel will not be entitled to participate in any employee benefits, of any nature, that Powin provides to its employees. Powin will not provide Contractor or its Personnel with any insurance coverage. Contractor will be responsible for furnishing all equipment and materials needed to perform the Services under this Agreement, unless this Agreement provides otherwise. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Contractor nor any of its Personnel are authorized to take any action on behalf of Powin, and will avoid any taking any action that could lead one or more third parties to believe otherwise.

**22. Force Majeure.** No liability will result from delay in performance or non-performance, in whole or in part, by either Party to the extent that such delay or non-performance is caused by an event of Force Majeure. "Force Majeure" means an event that is beyond the non-performing Party's reasonable control, including acts of God, strikes, lock-outs or other industrial/labor disputes, war, riot, civil commotion, terrorist act, malicious damage, fire, flood, storm, or natural disaster. The COVID-19 pandemic is not to be considered an event of Force Majeure to the extent of its impact known as of the date of this Agreement. The Force Majeure Party will, within five days of the occurrence of the Force Majeure event, give written notice to the other Party stating the nature of the Force Majeure event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance will be of no greater scope and of no longer duration than is reasonably required and the Force Majeure Party will use best





endeavors without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for 15 days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such event of Force Majeure, the Parties will meet and discuss in good faith any amendments to this Agreement to permit the other Party to exercise its rights under this Agreement. If the Parties are not able to agree on such amendments within seven days and if suspension of performance continues, such other Party may terminate this Agreement immediately by written notice to the Force Majeure Party, in which case neither Party will have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

**23. Notices.** Notices must be in writing and will be deemed given upon the earliest of: (i) actual receipt, (ii) the first business day after being sent by nationally recognized overnight courier for next business day delivery, (iii) five business days after being mailed, postage prepaid, by certified mail, return receipt requested, or (iv) except for notices of breach or termination ("**Legal Notices**"), when sent by e-mail, or the following business day if sent by e-mail after the close of the recipient's business day. Legal Notices may be given only in person or by the methods specified in clauses (ii) or (iii). Notices are to be addressed to the Party's address for notices on the signature page, which that Party may change by notice given under this section.

**24. Definitions.**

(a) "**Affiliate**" means, with respect to any entity, another entity or a person which controls, is controlled by, or is under common control with the first entity. For purposes of this definition "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any entity, means the possession, directly or indirectly through one or more intermediaries, of any of the following with respect to another entity: (i) the legal or beneficial ownership of more than 50 percent of the economic interest in such entity, (ii) the power to elect more than 50 percent of the directors, managers, or other voting members of the governing body of such entity, (iii) more than 50 percent of the voting securities (or equivalent voting interests) in such entity, or (iv) the power to direct or cause the direction of the management and policies of such entity (by contract or otherwise).

(b) "**Applicable Laws**" means (i) all laws, statutes, orders, ordinances, codes, rules, decrees, injunctions, licenses, Permits, approvals, agreements and regulations of any Governmental Authority having or asserting jurisdiction over the matter in question which are applicable to or which affect the operation and maintenance of the Facility and or Site, the Parties, this Agreement or Contractor's provision of the Services, including the operation and maintenance of each Facility or Site, (ii) any condition, specified standards or objective criteria contained in any applicable Permit, approval, decision, determination or ruling of any Governmental Authority, or (iii) any other legislative, administrative or judicial action, final decree, judgment or order of any Governmental Authority; in each of the foregoing cases as in effect from time to time.





(c) **"Business Day"** means any day other than a Saturday, Sunday or any other day on which banking institutions in Toronto, Ontario, New York City or Portland, Oregon are not open for the transaction of normal banking business.

(d) **"Calendar Year"** means the period of time beginning on January 1 and ending December 31, except for the first year which will begin on the Effective Date and end on December 31.

(e) **"Consumables"** means those items that are installed, added to or otherwise used by, or on behalf of, Contractor in the process of performing the Services.

(f) **"Facility"** means, the facility or facilities described in Exhibit B.

(g) **"Governmental Authority"** means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them having or asserting jurisdiction over the performance of the Services, the Facility, the Site, operations, or otherwise over any Party.

(h) **"Hazardous Materials"** means any chemical, substance or material regulated or governed by any Permit or Applicable Law, or any substance, emission or material now or hereafter deemed by any Governmental Authority to be a "regulated substance," "hazardous material," "hazardous waste," "hazardous constituent," "hazardous substance," "toxic substance," "radioactive substance," or "pesticide."

(i) **"Permit"** means any waiver, exemption, variance, franchise, certification, approval, permit, registration, extension, filing, notification, certificate, exemption, authorization, license, consent, or similar order of or from any Governmental Authority having or asserting jurisdiction over the matter in question.

(j) **"Powin Equipment"** means all of the equipment, materials, apparatus, structures, supplies and other goods that will be serviced per the terms of this Agreement as described further in Exhibit A.

(k) **"Prudent Industry Practice"** means the practices, methods and acts (including without limitation the operating and safety practices generally followed by the electrical energy storage industry) engaged in or approved by a significant portion of the electrical energy storage industry in the United States that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Laws, regulations, codes, standards, equipment manufacturer's written





recommendations, reliability, safety, environmental protection, economy and expedition. "Prudent Industry Practice" does not necessarily mean the highest standard in industry practice, method, or standard of care, skill, safety and diligence in all cases, but is instead intended to encompass a range of acceptable practices, methods, and standards.

(l) **"Release"** means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into soil, surface water, ground water, land surface, subsurface strata, ambient air, wildlife, plants or other natural resources.

(m) **"Scheduled Maintenance"** means, one or more of the Services described in Exhibit A.1 that Powin requests in accordance with the required notice in Exhibit D. Powin may, in its discretion, require that Scheduled Maintenance be performed on a regular time interval, such as on a quarterly, semi-annual, or annual basis.

(n) **"Services"** means, collectively, the services described in Exhibit A.1 and any Unscheduled Maintenance.

(o) **"Site"** means the site of the Facility as described on Exhibit B hereto.

(p) **"Spare Parts"** means all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment of whatever nature which may be from time to time installed in or attached to any Powin Equipment or any other portion of the Facility or held in inventory, other than Powin Equipment.

(q) **"Subcontractors"** means any subcontractor, of any tier, or supplier of materials, equipment or services to Contractor or any subcontractor, of any tier, of any Person engaged or employed by Powin or any Subcontractor in connection with the performance of the scope of this Agreement, including each agent, representative and employee of the foregoing.

(r) **"Term"** means the Base Term described in Exhibit A.2, including any Renewal Period, and the Extended Term.

(s) **"Unscheduled Emergency Maintenance"** means, Services requested by Powin in response to an event at a Facility, Site, or adjacent property that Powin determines require immediate preventative or remedial action because such event poses actual or imminent risk of serious personal injury or material physical or economic damage to the Facility, Site, or Powin Equipment if no action is taken.

(t) **"Unscheduled Maintenance"** means, Unscheduled Non-Emergency Maintenance and Unscheduled Emergency Maintenance.

(u) **"Unscheduled Non-Emergency Maintenance"** means, Services requested by Powin in response to an event at a Facility, Site, or adjacent property that Powin determines requires Services before the next Scheduled Maintenance (if any), but in Powin's determination, does not rise to the level of requiring Unscheduled Emergency Maintenance.





POWIN

**25. Miscellaneous.**

(a) Assignment. This Agreement is personal to Contractor. Contractor may not assign or otherwise transfer its interest without the Powin's prior written approval. Notwithstanding anything herein to the contrary, Powin is permitted on onetime assignment of this Agreement without consent of Contractor consent to its successor entity, Powin, LLC a Delaware limited liability company. Upon assignment pursuant to the preceding clause, Powin will be released from any and all benefit, obligations, liabilities, and responsibilities under this Agreement.

(b) Attorney Fees; Governing Law; and Venue. In any litigation or arbitration relating to this Agreement, the prevailing Party will be entitled to recover all reasonable attorney fees and expenses, including fees on appeal or petition for review. For purposes of this Agreement, "prevailing Party" means the Party that prevails (whether affirmatively or by means of a successful defense) with respect to claims having the greatest value or importance as reasonably determined by the court. This Agreement will be governed by Oregon law without regard to contrary choice-of-law principles. Any claim relating to this Agreement will be brought only in courts in Ontario, Canada where the service provided. Contractor waives any defense that venue in such courts is inconvenient or otherwise improper.

(c) Counterparts. This Agreement may be executed in counterparts, which together will constitute one agreement. Signed copies reproduced or transmitted by electronic or other reliable means will be effective as originals.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersede all other prior agreements and understandings, both written and oral, between the Parties with respect to its subject matter.

(e) Further Assurances. Each Party will (i) execute and deliver such other documents and (ii) do and perform such other acts and things, as the other Party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

(f) Governing Law. This Agreement will be governed by and construed in accordance with [Oregon] law.

(g) Section Headings. The section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(h) Severability. If any provision of this Agreement is held invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) it is to be deemed modified to the extent necessary to make it enforceable in that jurisdiction, (ii) the affected provision will remain in full force and effect in all other jurisdictions, and (iii) all other provisions will remain in full force and effect.

(i) Time of Essence. Time is of the essence with respect to all dates and time periods in this Agreement.

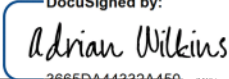




(j) Non Exclusivity. This is not an exclusive agreement. It is expressly understood and agreed by the Parties that Powin may choose to use the Service of Contractor or not, at Powin's sole discretion and that Powin is under no obligation to solely utilize Contractor for Services performed at Sites and Facilities listed in Exhibit B. Powin is free to have other service providers perform Services as at Sites and Facilities in its sole discretion.

The Parties have executed this Agreement as of the Effective Date.

**POWIN, LLC:**

By:   
[Name] Adrian wilkins


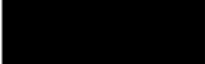
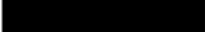
Its: [Title] EVP Global Service

Address for Notices:  
Powin, LLC  
20550 SW 115th Avenue  
Tualatin, Oregon 97062  
Attn: Legal Department  
Phone: 503-598-6659  
Email: Notice@powin.com

**CONTRACTOR:**

By: HUI QIU   
[Name]

Its:  LIBESS SERVICE

Address for Notices:  
LIBESS SERVICE  
 MARKHAM, ON, CANADA  
Attn: HUI QIU  
Phone:   
E-mail: 



*Checked box indicates that the term is applicable.  
Terms with an unchecked box are inapplicable.*

## EXHIBIT A

### EQUIPMENT TO BE SERVICED

**Powin Equipment to Be Serviced.** Under the terms of the Agreement, Powin may request that Contractor perform the Services described in Exhibit A.1 on the pieces of equipment indicated below that are produced and installed by Powin at each Facility and/or Site described in the applicable PO ("**Powin Equipment**"):

- ☒ Battery modules, enclosures, and associated systems, including without limitation HVAC racking, and container lighting systems
- ☐ Inverters, transformers, electrical cabling, switchgear, metering, and electrical gear
- ☒ BMS/Powin BP-OS, EMS, SCADA, and Powin communication systems
- ☒ Internal DC Cabling, Tray and Protection
- ☒ Site grounds, fencing, equipment/system enclosures, and other features
- ☐ Other: \_\_\_\_\_.





## EXHIBIT A.1

### SERVICES

**1. Summary of Services and Cost.** Contractor will provide the Services listed in EXHIBIT H on a scheduled and unscheduled basis at the provided rate in EXHIBIT J for the duration agreed to by the Parties under Exhibit A.2.

**2. Service Requirements.** Contractor shall abide by the following requirements:

(a) Prudent Industry Practices. Contractor and its Personnel will perform all Services indicated below in accordance with Prudent Industry Practices, and will exercise reasonable judgment in light of the facts known at the time of Service, acting at all times in accordance with (i) all Applicable Laws; (ii) any equipment manufacturers' recommendations; and (iii) all applicable reliability, safety and environmental protection standards. Without limitation, all Contractor Personnel providing Services must have and properly use Category 4 personal protective equipment ("PPE") as described in Exhibit C.

(b) Availability of Personnel. Contractor will make available necessary Personnel, stage and perform all Scheduled Maintenance and Unscheduled Maintenance when requested by Powin, in accordance with approved operational procedures and in accordance with the terms of the Agreement.

(c) Response Time. Contractor will respond to and remedy (in accordance with approval from Powin) all issues within the response times set forth in Exhibit D, in accordance with the nature and severity of the issue.

(d) Incidents and Near Misses. Powin is constantly looking to improve safety and performance procedures associated with maintenance of Powin Equipment. Contractor will report any incidents or "near misses" on the service report it submits to Powin after completion of Services. A "near miss" means an event that occurs during Contractor's performance of Services, not in accordance with Prudent Industry Practices, that results in a significant risk of harm to the Facility and/or Site, Contractor, its Personnel, Powin, Powin's Personnel, and/or Powin Equipment that Contractor was able to prevent by using preventative or curative actions.

(e) Manufacturer's Requirement. Contractor will conduct Services in accordance with the instructions and recommendations of the manufacturer's and equipment warranty requirements.

(f) Record Keeping. Contractor will prepare and keep records for inspections, maintenance, replacement parts, diagnoses, and other work; all records are to be supplied to Powin, or given access to the location they are stored in a digital format, within five Business Days of completion of each service activity (e.g., site visit, maintenance activity, diagnostic activity, etc.) in accordance with the terms of the Agreement.

(g) Time is of the Essence. Time is of the essence in Contractor's response and provision of Services. Contractor will respond to and as applicable complete each service request issued by Powin within the response times required in Exhibit D.

**3. Background Checks.** If indicated below, all of Contractor's Personnel are required to have been independently verified and to have passed all Federal Energy Regulatory Commission ("FERC") and/or North American Electric Reliability Corporation ("NERC") or Government of Canada Ontario Power Generation ("OPG") security clearance background check requirements in order to perform Services on Powin Equipment. If Contractor's personnel are required to be verified and have passed FERC and/or NERC background check requirements, Powin may request that Contractor submit proof that one or more of its Personnel have cleared FERC and/or NERC background checks, but no more than once per year.

☐ Contractor's Personnel are required to have been independently verified and have passed all FERC or NERC background check requirements.

☒ Contractor's Personnel are required to have been independently verified and have passed all OPG security clearance background check requirements.

☐ Contractor's Personnel are required to have been independently verified and have passed all FERC and NERC background check requirements.

☐ Contractor's Personnel are not required to have been independently verified or have passed FERC or NERC background check requirements.

**4. Scheduling.** Contractor will work with Powin on scheduling a date and time to perform any Services and will take all reasonable efforts to minimize impact on Powin and Powin customers when scheduling. Reasonable efforts include taking all reasonable steps to ensure that Services are scheduled during times that Powin and Powin's customer have agreed to power down Powin Equipment. Contractor agrees to acknowledge receipt of Powin's service requests for Scheduled Maintenance within five Business Days. Contractor will notify Powin in such acknowledgement of any conflicts that exist as related to the proposed date and time of the Scheduled Maintenance. If a timing conflict exists, Powin and Contractor will in good faith negotiate to establish an alternative time for the Scheduled Maintenance to be performed that is agreeable to both Parties. If no agreement is reached, Powin may contract another ASP to perform the Scheduled Maintenance, and Contractor will pay Powin any increased cost to Powin incurred in contracting the new ASP in addition to liquidated damages of \$[N/A]. For Unscheduled Maintenance, Contractor must respond to Powin's service request within the response time required in Exhibit D. In the event a conflict exists and Contractor cannot perform the Unscheduled Maintenance within the required time, Powin may contract another ASP to perform the Unscheduled Maintenance. In the event a new ASP is contracted to perform Unscheduled Maintenance, Contractor shall pay to Powin any increased costs incurred by Powin in contracting the new ASP in addition to liquidated damages of \$[N/A].

**5. Scheduled Maintenance Services.** Contractor will conduct in-person inspections of Powin Equipment on the basis indicated below:

- ☐ Annual basis
- ☐ Semi-annual basis
- ☒ Quarterly basis
- ☐ Monthly basis
- ☐ Other: \_\_\_\_\_

**6. Monitoring and Reporting Services.** Contractor will perform the following monitoring and reporting services:

- ☐ Annual onsite review of the Facility and Site performance and system components. As part of the annual review, Contractor will make recommendations for: any additional maintenance that is needed or anticipated, storage augmentation, optimization of dispatch, and other preventative maintenance and corrective actions.
- ☐ Develop annual maintenance reports describing (i) previous period maintenance activity, comparing Facility and Site performance against appropriate key performance indicators and guarantees, (ii) the costs of maintenance, on-site labor, and Subcontractors used on site, and (iii)



recommendations for improving Facility and Site performance and more effective maintenance.

☐ Provide an archive of all Facility and Site operation data including overall Facility and Site performance and component operation, including PCS and HVAC data.

**7. Commissioning Services.** Contractor will perform the following commissioning services:

- ☒ Update firmware, configure Stack IP addresses,
- ☒ Perform Push to configure, Burn-in, balancing and capacity test,
- ☒ Configure IP Address for all required items such as EMS, Routers, Humidity Sensors, UPS, HMI,
- ☒ Correct all items discovered from Balance Test,
- ☒ Support for PCS commissioning,
- ☒ Troubleshoot Stack Issues,



## EXHIBIT A.2

### TERM

The term of the Agreement will commence on the Effective Date and will continue for a period of **three year(s)** after the Effective Date ("**Base Term**"). If no period of time is entered, the Base Term of this Agreement will be one year. The Base Term of this Agreement may be renewed and/or extended as indicated below:

☐ At the end of the Base Term the Agreement will automatically renew for an additional one-year period under the same terms and conditions (the "**Renewal Period**"), unless (i) this Agreement is extended for an additional period of time as indicated in this Exhibit A.2; (ii) this Agreement is terminated as provided in Section 20 of the Agreement; or (iii) either Party provides notice to the other of its decision to not renew this Agreement at least 90 days prior to the conclusion of the then effective Term. If no box is checked in this Exhibit A.2 the Agreement will automatically renew for an additional one-year period as provided in this Exhibit A.2.

☒ Powin may at its discretion extend the Base Term under the same terms and conditions for an additional one year period (the "**Extended Term**") by providing written notice to Contractor of its decision to extend the Base Term, given at least 60 days prior to the completion of the Base Term. The Extended Term will begin upon the completion of the Base Term.

☐ The Base Term will not automatically renew or be extended and the Agreement will terminate upon completion of the Base Term, unless earlier terminated as permitted in the Agreement.



### EXHIBIT A.3

#### INVENTORY MAINTENANCE

If indicated below, Contractor, at its own expense, will maintain inventory to Powin's satisfaction. Contractor's Required Inventory Level is determined in part by the amount of Powin Equipment at each assigned Facility or Site, the anticipated level of Services to be performed on such Powin Equipment, and the number of Facilities and/or Sites assigned to Contractor under this Agreement.

☐ Contractor will maintain appropriate levels of inventory, Spare Parts, wear items, and Consumables needed to complete Scheduled Maintenance and any potential Unscheduled Non-Emergency or Emergency Maintenance. Contractor will manage its inventory so that its levels will not will not drop below \_\_\_\_\_ (the "Required Inventory Level").

☒ Contractor will not be required to maintain its inventory, Spare Parts, wear items, and Consumables, such items will be provided by Powin.

## **EXHIBIT B**

### **SITES AND FACILITIES**

Contractor will be responsible for performing Commissioning, Scheduled Maintenance and Unscheduled Maintenance at the Facilities and/or Sites (listed as follows) and on the Powin Equipment indicated in POs issued by Powin. If Contractor performs Services at locations outside Canada, Contractor will comply with the additional terms of Exhibit G for such Services.

1. Storage facility at 465 Wright Blvd, Stratford, Ontario, N4Z1H3
2. 59 Graber Place, Kitchener, Ontario, Canada N2A 2A4
3. 339 Lasalle Line, Corunna, Sarnia, Ontario, Canada N0N 1G0 (Shell Chemicals)
4. Cantelon Drive, Windsor, Ontario, Canada (Ford Windsor)
5. 177 Tie Road, Tiverton, Ontario, Canada N0G 2T0 (the Bruce Power)
6. 10 Pedigree CT, Brampton, Ontario, Canada L6T 5T8 (Kruger Packaging)
7. 8807 Simcoe County Rd. 56, Utopia, Ontario, Canada L0M 1T0
8. 38 Middleton St., Brantford, Ontario, Canada N3S 7V7
9. 443 Wismer St., Waterloo, Ontario, Canada N2K 2K6
10. 8 Hagey Ave., Fort Erie, Ontario, Canada L2A 1W3
11. 501 College St E, Belleville, Ontario, Canada K8A 0A3
12. 1 Carlingview Dr., Etobicoke, Ontario, Canada M9W 5E6
13. 1010 Plank Rd., Sarnia, Ontario, Canada N7T 7H3
14. 510 Finley Ave, Ajax, Ontario, Canada L1S 2E3
15. 230 Universal Road, Woodstock, Ontario, Canada N4S 7W3
16. 1 Hershey Drive, Smith Falls, Ontario, Canada K7A 0A8
17. 5769 Main St, Whitchurch-Stouffville, Ontario, Canada L4A 8B1

**EXHIBIT C**

**PERSONAL PROTECTIVE EQUIPMENT REQUIREMENTS**

[Insert PPE Document]





**EXHIBIT D****SERVICE NOTICE AND RESPONSE TIME REQUIREMENTS**

| <b>Type of Maintenance</b>            | <b>Lead up Notice Provided In Service Request</b> | <b>Required Response Time by Contractor</b> | <b>Liquidated Damages for Untimely Response or Performance</b> | <b>Liquidated Damages for Failure to Complete Services within Allotted Time</b> |
|---------------------------------------|---|---|--|---|
| Scheduled Maintenance                 | No less than 30 days' notice                      | Within [14] days of Powin Notice            | \$(N/A) per day  | \$(N/A)   |
| Unscheduled Non-Emergency Maintenance | As soon as reasonably known by Powin              | Within [two] days of Powin Notice           | \$(N/A) per day  | \$(N/A)   |
| Unscheduled Emergency Maintenance     | As soon as reasonably known by Powin              | Within [xx] hours of Powin Notice           | \$(N/A) per day  | \$(N/A)   |



**EXHIBIT E**

**INSURANCE**

Contractor will maintain insurance coverage of at least the amount and types listed below:

Renewed GLI to be provided shortly after Jul.11, 2021.



**EXHIBIT G**  
**ADDITIONAL TERMS FOR SERVICES**  
**PERFORMED OUTSIDE OF CANADA**



## EXHIBIT H

### FEES

#### 1. Terminology

r---rate

1.65% raise each calendar year

r1---Electrician rate

r2---Site Commissioning Engineer rate

r3---Admin rate, Scheduler rate

Numbers in details refer to EXHIBIT J.

t-- working hours (=site working hours + road time + overtime + holiday charge if applies) the road time is from the living place to the facilities/sites)

By local labor law, (in emergency case or short trip case) minimum 3 hours pay required if less than 3 actual working hours per calendar day, and 1.5 times overtime pay required when working hours is more than 8 hours per continuous 24 hours (For example, if actual continuous working hours is 10, t will be  $1.5 \times (10-8) + 8 = 11$  ). And 1.5 times pay applies to all local holiday working hours.

Unless noted, Powin will ensure the Contractor's employee's working hours is minimum 3 hours per trip. Combined trips to multiple Facilities/sites will result in a trip fee being split and billed to each facility /site, no multiple charge from the Contractor.

Emergency service 1.5 times rate charge applies.

HST--local harmonized Sales Tax 13% on applied items (Basically all items except Commute Allowance).

CA--commute allowance (Vehicle's allowance includes actual milcage kilometers x CA rate \$0.25 plus ETR toll charge (as per actual mileage, per kilometer) starting from Oct.01, 2021, CA rate will be changed from \$0.25 to \$0.40, to accommodate the gas price increase.

Accommodation-- when the service requires more than one consecutive day'S work, the accommodation applies, the Contractor will submit the receipt to Powin accordingly. For hotel, no additional admin charge from the Contractor, For airbnb, the Contractor admin charge applies (15% of the airbnb receipt amount before tax ).

Other admin charge--The Contractor is not responsible for the subcontract/ 3rd party's invoices. If the Contractor is required in helping with passing the 3rd party's invoice to the Company, admin charge (15% of the Invoice amount before tax) may apply



2. Service charge

The Contractor's Service charge includes

r x t + CA + Accommodation + Admin charge (if applicable) + HST

3.

When the occurred management fee of the additional cost is not included in the content addressed above, both Powin and the Contractor will discuss and will pay the portion Powin / the Contractor agrees to pay.



EXHIBIT J

Rate

r1 \$63 (Current-Oct.01 2021, \$64.04 Oct.01, 2021-Sept.30,2022, \$65.10 Oct.01,2022-Sept.30,2023, \$66.17 Oct.01,2023-Sept.30 2024)

r2 \$63 (Current-Oct.01 2021, \$64.04 Oct.01, 2021-Sept.30,2022, \$65.10 Oct.01,2022-Sept.30,2023, \$66.17 Oct.01,2023-Sept.30 2024)

r3 \$31.5 (Current-Oct.01 2021, \$32.02 Oct.01, 2021-Sept.30,2022, \$32.55 Oct.01,2022-Sept.30,2023, \$33.09 Oct.01,2023-Sept.30 2024)

