TERMS OF AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS OF AGREEMENT FOR YOUR PARTICIPATION IN THE MR SWIRL THE FRIENDLY PLUMBER MEMBERSHIP PROGRAM. PLEASE KEEP THIS COPY FOR YOUR REFERENCE.

The Terms of agreement (these "Terms") of coverage for all the Membership Protection Plans ("Plan") are documented below.

Mr Swirl the Friendly Plumber ("Mr Swirl") offers Membership Protection Plans, which is a service and maintenance plan where eligible customers of Mr Swirl have their selected plumbing, heating, and drain cleaning serviced annually and pay for this annual Plan on a bi-weekly, monthly, or annual basis (the "Customer(s)"), subject to the terms of agreement set forth in this agreement. As used in this Plan, the terms "you" and "your" collectively refer to the Customer. Each time the Customer participates in the Program, this Plan applies. As used in this Plan, the terms "we,", "us," and "our" collectively refer to Mr Swirl and its affiliates, successors, and assigns; as well as any directors, officers, members, subcontractors, representatives, and agents of any of the foregoing.

THE CUSTOMER IS REQUIRED TO PROVIDE ALL REQUIRED CONTACT INFORMATION AND PROGRAM PAYMENT PRIOR TO BECOMING ELIGIBLE FOR PROGRAM SERVICES.

SERVICES COVERED

Essential Protection Plan:

Coverage Overview:

Annual Home Inspection: This plan covers an annual home inspection focused on plumbing, relating piping, and drainage with the designated location. For condominiums, inspections will be conducted within the unit up to the point of connection with common elements (the "plumbing and drain system"). Check-up of your “heating unit(s)” is included in the annual home inspection. Heating units other than electric or natural gas (e.g. oil, propane, wood, etc.) are not eligible for coverage. Boiler system drainage and refill, heat pumps, high velocity units, fireplaces and ductless units are excluded from any Membership Protection Plan coverage. Heating units serving more than one dwelling are not eligible for coverage. Annual maintenance including flushing of the heating unit(s) is not covered by the Essential Protection Plan inspection. “Additional cleaning” that is required due to insufficient maintenance prior to joining any Membership Protection Plan is excluded from coverage and will be charged to you at our standard rate. Although Mr Swirl may attempt to remind the customer of any annual check-ups or maintenance, Mr Swirl is not obligated to do so, and the customer is responsible for contacting Mr Swirl to arrange any such annual inspections, check-ups, or cleaning at a mutually convenient date and time. Mr Swirl will not be responsible for any annual inspections, check-ups, or cleaning that are not provided due to customers failure to contact Mr Swirl.

Call Out Fees: Call out fees for appointments between Monday to Friday between 7am to 7pm will be waived.

Saving on Services: You will receive up to 20% savings on repairs, replacements, adjustments, installations, or specified parts for plumbing, drain cleaning, and heating services.

Extended Warranty: Membership includes an extended warranty on select work completed under the plan. The length of the warranty will vary based on the specific work performed at time of service. The warranty provides additional assurance for the services performed. Warranties do not cover connections made to any existing plumbing within the designated location

Additional Address Coverage: This coverage is not included under the Essential Protection Plan.

Premium Protection Plan:

Coverage Overview:

Annual Home Inspection: This plan covers an annual home inspection focused on plumbing, relating piping, and drainage with the designated location. For condominiums, inspections will be conducted within the unit up to the point of connection with common elements (the "plumbing and drain system"). Check-up of your “heating unit(s)” is included in the annual home inspection. Heating units other than electric or natural gas (e.g. oil, propane, wood, etc.) are not eligible for coverage. Boiler system drainage and refill, heat pumps, high velocity units, fireplaces and ductless units are excluded from any Membership Protection Plan coverage. Heating units serving more than one dwelling are not eligible for coverage. An annual cleaning including flushing of the heating unit(s) is covered by the Premium Protection Plan. “Additional cleaning” that is required due to insufficient maintenance prior to joining any Membership Protection Plan is excluded from coverage and will be charged to you at our standard rate. Although Mr Swirl may attempt to remind the customer of any annual check-ups or maintenance, Mr Swirl is not obligated to do so, and the customer is responsible for contacting Mr Swirl to arrange any such annual inspections, check-ups, or cleaning at a mutually convenient date and time. Mr Swirl will not be responsible for any annual inspections, check-ups, or cleaning that are not provided due to customers failure to contact Mr Swirl.

Call Out Fees: Call out fees for appointments between Monday to Friday between 7am to 7pm will be waived.

Saving on Services: You will receive up to 20% savings on repairs, replacements, adjustments, installations, or specified parts for plumbing, drain cleaning, and heating services.

Extended Warranty: Membership includes an extended warranty on select work completed under the plan. The length of the warranty will vary based on the specific work performed at time of service. The warranty provides additional assurance for the services performed. Warranties do not cover connections made to any existing plumbing within the designated location

Additional Address Coverage: This coverage is not included under the Premium Protection Plan.

Ultimate Protection Plan:

Coverage Overview:

Annual Home Inspection: This plan covers an annual home inspection focused on plumbing, relating piping, and drainage with the designated location. For condominiums, inspections will be conducted within the unit up to the point of connection with common elements (the "plumbing and drain system"). Check-up of your “heating unit(s)” is included in the annual home inspection. Heating units other than electric or natural gas (e.g. oil, propane, wood, etc.) are not eligible for coverage. Boiler system drainage and refill, heat pumps, high velocity units, fireplaces and ductless units are excluded from any Membership Protection Plan coverage. Heating units serving more than one dwelling are not eligible for coverage. An annual cleaning including flushing of the heating unit(s) is covered by the Ultimate Protection Plan. “Additional cleaning” that is required due to insufficient maintenance prior to joining any Membership Protection Plan is excluded from coverage and will be charged to you at our standard rate. Although Mr Swirl may attempt to remind the customer of any annual check-ups or maintenance, Mr Swirl is not obligated to do so, and the customer is responsible for contacting Mr Swirl to arrange any such annual inspections, check-ups, or cleaning at a mutually convenient date and time. Mr Swirl will not be responsible for any annual inspections, check-ups, or cleaning that are not provided due to customers failure to contact Mr Swirl.

Call Out Fees: Call out fees for appointments between Monday to Friday between 7am to 7pm will be waived. Ultimate Protection Plan entitles one waived call out fee applicable at any time, including evenings, weekends, and statutory holidays. This allows for a single service request to not incur after hours call out fee rates.

Saving on Services: You will receive up to 20% savings on repairs, replacements, adjustments, installations, or specified parts for plumbing, drain cleaning, and heating services.

Extended Warranty: Membership includes an extended warranty on select work completed under the plan. The length of the warranty will vary based on the specific work performed at time of service. The warranty provides additional assurance for the services performed. Warranties do not cover connections made to any existing plumbing within the designated location

Additional Address Coverage: This plan allows for one additional address at time of enrollment to receive same coverage as the initial designated location. Allowing you to extend the benefits to one more address. All terms of agreement will apply equally to both locations.

SERVICES PROVIDED:

The following is a complete list of the services in all Membership Protection Plans:

• Hot and cold water pipes and drainage pipes inside your home and downstream from your main water incoming water valve
• Shower diverter replacements and repairs
• Faucet replacements and repairs including replacement of cartridges in taps and faucets
• Mechanical pop-up stoppers
• Garbage disposal replacements and removals
• Piping connections and repairs to your dishwasher, refrigerator, washing machine supply lines
• Repair or replacement of circulation pumps
• Repair or replacement of outside hose bibs
• Replacement of Pressure Regulating Valve
• Blocked toilets, sinks, showers, and mainlines
• Toilet replacements and repairs including moving parts within the toilet tank, toilet seats, wax rings, and flange repairs
• Hot water heater replacements and repairs including expansion tanks, drain pans, and seismic strapping
• Diagnosis of below grade waste drains or below grade rainwater drain blockages
• Diagnosis of below grade water service or drainage leaks and blockages
• Inspection and replacements of shut-off valves including main shut-off valve
• Section or full replacement or water or drainage systems inside your home and from main water incoming water valve

The following items are excluded from coverage:

• Emptying or cleaning of catch basins and sump pits
• Repairs or replacements of appliances (e.g. dishwashers, refrigerators, stoves, fireplaces, etc.)
• Repairs or replacements of hot tubs, swimming pools, decorative garden features, rainwater downspouts or eavestroughs, weeping tiles, asphalt
• Repairs made necessary as a result of faulty fixtures, appliances or equipment
• Repair or replacement of motors, heaters, jets or related piping provided to bathtubs, hot tubs or swimming pools

UNAVAILABLE PARTS AND PART REPLACEMENT

If a part or fixture is unavailable, we will attempt to obtain a replacement part or fixture of an equivalent substitute as quickly as possible, but limited availability of certain parts may result in delays from time to time. In particular, but without limitation, we may not be able to readily or locally obtain material including cartridges and fixtures for certain makes and models. In the unusual event that we cannot provide a part replacement or an equivalent substitute, we will not be liable for such part replacement, equivalent substitute or for any resulting damages. Parts replacement or equivalent substitutes are solely at our discretion.

BILLING AND PAYMENT

Membership Protection Plan payment terms are to be set up for preauthorized-payment and renewal on the selected payment term day for either bi-weekly, monthly, or annual terms.

For your convenience, we have arranged for preferred method of payment options to be electronically submitted. Cash payments are not approved and should not be sent through the mail. The charges set out on your bill are due and we will debit the account identified in the banking information you have provided for those charges and all other amounts you owed to us. If the pre-authorized payment falls on a weekend or statutory holiday, your account will be debited on the next business day. You agree that we will not notify you in advance of each pre-authorized payment. Payments not made on time must be made within 15 days of the due date. If payment is not received within this period, a 2% interest charge will be applied per month. You will not be eligible for the Membership Protection Plan benefits until payments are up to date. If the membership fee remains unpaid for 90 days, the membership will be considered canceled, and any remaining payments for the year will become due. Additionally, the standard rates for any work completed will be charged, and the outstanding balance will be sent to collections. If more than one customer is named on the front of your bill, you understand that each of you are individually liable, and all of you are collectively liable, for all obligations imposed on you by this Plan.

CANCELLATION

Membership Protection Plans are non-refundable. Your plan is in effect for a one-year term, which the term shall automatically be renewed for successive one-year terms until cancelled by either Mr Swirl or by you upon confirmation of receival of the Cancellation Request Form. You may cancel this Plan upon 30 days by filling out the Cancellation Request Form and submit to Mr Swirl, however, you remain obligated to pay all amounts due or owing under your Plan. The Cancellation Request Form is to be filled out and submitted upon 30 days prior to the one-year renewal. Such cancellation will be effective on the date of confirmation from Mr Swirl to you, allowing up to 5 business days to review and process. If you choose to pay on a bi-weekly or monthly basis, you will be responsible for paying the entire one-year term with no option to cancel mid-term. If fees are not paid within 30 days of the expiry date of any Membership Protection Plan, you are considered lapsed. If payment is made after 30 days, but within 90 days of the expiry date you may keep the original expiry date, and all Membership discounts related to the length of the original Plan. If a late payment is made after 90 days, it will be considered to be a new Membership Protection Plan and signing up fees along with all interest and other dues will be applied. If you breach any terms of this Plan, Mr Swirl may cancel this Plan, which cancellation will be effective on the date that written notice is given, unless we indicate otherwise in our written notice. If this Plan is canceled by you or by us due to your breach, all obligations under this Plan will be voided. You will still be liable for all amounts owed under this Plan. If such cancellation occurs before the date (the “anniversary date”) that is one-year after the date that your plan was activated, you will be required to pay the outstanding standard rates for any jobs completed, rather than the rates provided under the Membership Protection Plan, as the membership term was not fulfilled. You will also be required to pay us an amount equal to the total of the remaining monthly charges due pursuant to this Plan on or up to 5 business days after confirmation of cancellation date.

NOTICE OF CHANGES

You agree to promptly inform us of any change of your mailing address at least 30 days in advance of such change. If you have chosen to make your payments under this Plan, you must inform us in writing of any changes in the bank account information you provided. Notice of any change should be sent to us at customerserviec@mrswirl.com or call us at (604)-435-4664 or visit us at mrswirl.com.

CODE OF CONDUCT

Mr Swirl reserves the right to refuse service or to cancel a Membership Protection Plan entirely for non-payment of dues, inappropriate or abusive behavior, or determined by the President and CEO at their sole discretion. We also reserve the right to refuse service if any plumbing or drainage systems within the designated location have been found to be tampered or abused, unsafe working environment, or suspected fraud.

LIMIT ON LIABILITY

We will not be liable for any loss, damage or injury of any type arising out of or related to your Plan or caused or contributed in any way by the use and operation of the plumbing and drain system or any indirect, incidental, special or consequential damages, even if reasonably foreseeable. If we are not able to perform any of our obligations under this Plan because of circumstances or events beyond our control, we shall be excused from the performance of such obligations for the duration of such circumstances or events and we shall not be liable to you for such failure to perform. While we will make every effort to ensure service is available under all conditions. Severe weather or road and traffic conditions may cause service delays, interruptions, or cancellations. Mr Swirl will respond to calls on a priority base serving members experiencing emergencies and safety concerns first. These plans are not insurance and do not cover any losses, repairs or replacements arising from abuse, accidental or deliberate damage, theft, vandalism, fire, flood, freezing, earthquake, other natural disasters, acts of war, acts of God, unauthorized repair, if the equipment has been turned off, improper settings, or household electrical problems. You will cover Mr Swirl from all claims, losses and costs that we may suffer or pay, or may be required to pay, including legal expenses, in connection with the heating unit, the plumbing and drainage system, your Plan or the use and operation of either the system or unit, including any claims against us for any injury or death to individuals or damage to property. You will pay, when due, all taxes and other charges imposed by any governmental or other authorities on or in connection with this Plan or your payments made under it.

OTHER GENERAL TERMS

•Mr Swirl will not reimburse you for the costs of services or parts replacement performed by contractors that have not been authorized by us.
•Except as specifically provided, your Plan coverage is non-refundable. Your Plan coverage is not transferable to another residence.
•We have the right to change any term that applies to your Plan, including any plan rates and charges without notice. Changes will be reviewable at mrswirl.com and in the Terms of Agreement
•We may sell, assign or otherwise dispose of, or grant a security interest in, all or part of our right and interest in this Plan to anyone else, without notice to you or your consent. To the extent not prohibited by law, you will not assert against any transferee any claims, defences, setoffs, deductions or counter-claims which you may now or in the future be entitled to assert against us.
•The costs of redecoration and restoration costs required as a result of any work performed in connection with any of the Plans are not covered. This includes wallcoverings, drywall, plaster, wallpaper, paint, floor coverings, tile, cabinetry, countertops, landscaping or repair of any structural or cosmetic defects.
•Your plan will become active within 10 days after your enrolment.

CONSENT INFORMATION:

We may collect and use personal information provided by you for the purposes of verifying your identity (including for regulatory compliance purposes) and your creditworthiness (including by obtaining and using credit reports). Birth dates, Social Insurance Numbers or other personal identifiers, if provided, may be used to verify your identity, including matching credit records. We may collect credit, financial and related personal information for these purposes from you, your product dealer, our affiliates, credit bureaus and credit reporting agencies, and from references you may have provided to us. You consent to the disclosure of such information by these parties to us. You agree that we may, from time to time, use the above information and other personal information collected or compiled by us in connection with this agreement (including account status and payment history) (collectively, the "information") for the purposes of opening, administering, servicing and enforcing this agreement, collecting amounts owing to us, verifying and evaluating your current and ongoing creditworthiness and financial status, responding to your inquiries and otherwise communicating with you regarding your account. For the purpose of maintaining your credit history and providing credit references, we may from time to time disclose credit-related Information to credit bureaus, credit reporting agencies and to your current or future creditors. If you have provided your banking information, we may use and exchange it with your and our financial institutions for payment processing purposes. We may otherwise use your information and disclose your information to third parties as necessary, to enforce this agreement and otherwise collect amounts owing to us; for the purposes of detecting and preventing fraud; in connection with audits; and generally for the purposes of meeting legal, regulatory, risk management and security requirements. We may use and disclose your information to assignees, prospective assignees and other third parties that are connected with the proposed or actual financing, insuring, sale, securitization, assignment or other disposal of all or part of our business or assets (including this agreement and/or amounts owing to us) for the purposes of permitting a prospective assignee to evaluate your creditworthiness and otherwise determine whether to proceed or continue with the transaction, fulfilling any reporting or audit requirements to such parties, and/or completing the transaction. Our successors and assigns may collect, use and disclose your information for substantially the same purposes as described in this paragraph. We may use agents and service providers (including affiliates acting in that capacity) to collect, use, store and/or process personal information on our behalf, and your information may be transferred to these entities for the purposes described in this paragraph. In addition to the purposes set out above, we and our affiliates may use your contact information to provide you with occasional information about other products and services offered by us or our affiliates. However, you may refuse consent for this purpose by contacting us within thirty days after you receive this agreement at (604)-435-4664, and we will not use your information for this purpose until a reasonable period of time has passed after we have sent this agreement to you. You may at any time thereafter withdraw consent to our use of personal information for this purpose by calling the above number (please allow a reasonable time for us to process your request). You consent to the collection, use and disclosure of your personal information, and which we may amend from time to time, and as otherwise permitted or required by law. The consents provided above shall be valid for so long as required to fulfill the purposes described in this paragraph.