MASTER ENGINEERING SERVICES AGREEMENT NO. _____

This Agreement is made effective as of the _____ day of _____ 2017.

BETWEEN:

CPOI dba ND PAPER, a Delaware Corporation having an office at 1209 Orange Street, City of Wilmington, County of New Castle, DE 19801, U.S.A.

(the "Client")

AND:

[●], a company having its head office at ●

(the "Consultant")

WHEREAS:

A. The Client is in the business of manufacturing pulp and paper.

B. The Consultant is in the business of _____.

C. The Client will require, from time to time, at its operations location in [Wisconsin Rapids, Wisconsin (also known as the Biron mill) or Rumford, Maine] [select applicable mill], certain professional project engineering consulting and related services (the "Services") in respect to projects carried out at such operations location (the "Projects").

D. The Client, in reliance on the Consultant's expertise along with certain representations and warranties, wishes to retain the Consultant to perform the Services in connection with the Projects on the terms and conditions contained in this Agreement.

E. The Consultant represents and warrants that it has the skill and expertise to carry out the Services and that the Services shall be performed in a good and workmanlike manner.

F. The foregoing recitals are made as representations and statements of fact and shall form part of this Agreement.

The parties agree as follows:

1. **SAFETY**

The Consultant acknowledges and agrees that safety is of utmost importance to the Client and agrees to comply with all safety directions, policies, rules and regulations provided by the Client to the Consultant and those required under applicable law, and failure to abide by such shall be a breach of this Agreement.

2. **SCOPE OF SERVICES**

(a) From time to time the Client will notify the Consultant of a Project that it wishes to carry out and the Services that it wishes the Consultant to perform for the Client in connection with the Project by delivering to the Consultant:

(i) if: (A) the Services are valued at $150,000 or greater; (B) there is significant risk involved with the Services, as determined by the Client in its sole discretion, regardless of the value of the Services; or (C) the Consultant is

required to adjust its professional liability insurance in order to provide the Services, a completed Services Schedule substantially in the form of the service schedule attached as Schedule A describing the Project and the specific Services to be performed by the Consultant in respect of the Project, together with a purchase order in the Client's standard form (together, a "Service Schedule"); or

(ii) in respect of Services to which the foregoing criteria do not apply, a purchase order in the Client's standard form.

(b) The Consultant shall notify the Client within 48 hours of receipt of a Service Schedule or purchase order of its acceptance of the Service Schedule or purchase order by: (i) in respect of a Service Schedule, e-mailing to the Client a signed copy of the Service Schedule; and (ii) in respect of a purchase order, confirming by e-mail its acceptance of the purchase order. All accepted Service Schedules and purchase orders shall be incorporated into and form part of this Agreement. If the Consultant notifies the Client that it accepts a Service Schedule or purchase order, the Consultant shall provide the Services specified in the Service Schedule or purchase order (as applicable) upon the terms and conditions contained in the Service Schedule or purchase order (as applicable) and this Agreement.

(c) The Consultant acknowledges that nothing in this Agreement obligates the Client to engage the Consultant for any particular Project or requires the Client to deal exclusively with the Consultant. The Consultant will advise the Client if any services to be performed by the Consultant under this Agreement conflict with any services being performed at any of the Client's operations facilities.

3. **CONTROL AND APPROVAL**

(a) All detailed working drawings, specifications, flow sheets, and cost estimates prepared by the Consultant under this Agreement shall be made available for review by the Client as the Project proceeds.

(b) The Consultant shall have timely access to information relating to the Project in order to allow the Consultant to perform the Services under this Agreement within the period specified in the Service Schedule or purchase order (as applicable).

(c) Approval by the Client of any design work prepared by the Consultant does not relieve the Consultant of any of its obligations under this Agreement.

(d) The Consultant shall provide the Client with all design work prepared by the Consultant in sufficient time to enable the Client to conduct a proper review and to allow the Project to proceed in accordance with the Service Schedule or purchase order (as applicable).

(e) The Consultant shall deliver to the Client all working drawings, specifications, flow sheets, cost estimates, intellectual property, tracings, reproducibles including CAD drawings and sketches produced by the Consultant in the performance of its obligations under this Agreement, and the ownership of such tracings, reproducibles, drawings and sketches (the "Deliverables") shall vest in the Client. All Deliverables are and will remain the sole and exclusive property of Client as "works made for hire" pursuant to 17 U.S.C. §101 and § 201(b) for which the Client is deemed the author and copyright owner. To the extent that any Deliverables are not deemed "works made for hire," Consultant hereby assigns, and agrees to assign, to Client all right, title and interest in and to any and all such Deliverables, whether or not protected by

statute, that are conceived, created, made, developed or acquired by Consultant in the performance of its obligations under this Agreement. Consultant will cooperate with and assist Client in the application for and the execution of any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark or other protection for any portion or component of the Deliverables as Client deems appropriate. Consultant will treat all Deliverables as Confidential Information (as defined in Schedule D). The Client shall be free to use such tracings, reproducibles, drawings and sketches for the completion, ongoing maintenance, and subsequent modification of aspects of the Project and for any other use whatsoever in its sole and absolute discretion. The Consultant may retain one complete set of reproducible or machine-readable copies of all such tracings, reproducibles, drawings and sketches for archival purposes. For the purposes of this section 3(e) if, at the time a machine readable file is transmitted to the Client, the Consultant shall make a duplicate copy of that file and then preserve that duplicate copy unchanged and in its original form. The version of the file contained on that duplicate copy will be deemed to be the version transmitted to the Client except to the extent that the Client can demonstrate that the version transmitted was not the same as the duplicate version archived by the Consultant. The Consultant shall not be responsible or liable for any modifications made to any of the foregoing documents by others, or for their applicability to other applications, except to the extent that the modification or application is included in the scope of work under a Service Schedule or purchase order incorporated as part of this Agreement or is confirmed in writing by the Consultant.

(f) The Consultant shall not issue any purchase orders, approve any invoices or proceed with work of any nature for which the cost exceeds or is reasonably expected to exceed the amount allotted in the budget for such purchase or work without the prior written consent of the Client.

4. **PROJECT MANAGER**

(a) For each Project the Client shall identify in the applicable Service Schedule or purchase order or otherwise designate in writing a representative ("Client Representative") who shall be in charge of the Project for the Client. The Consultant shall act in full cooperation with the Client Representative in the performance of the Services under this Agreement. The Client shall give written notice to the Consultant of any changes in the designated Client Representative.

(b) The Consultant shall designate a project manager "(Consultant's Project Manager") in its acceptance of a Service Schedule or purchase order (as applicable) who shall be in charge of the Project for the Consultant. If the Client is dissatisfied with the Consultant's Project Manager at any time during the Project and Client requests in writing that Consultant replace Consultant's Project Manager, then Consultant shall replace Consultant's Project Manager with another person approved by the Client, and Client shall not be charged any amounts to train or educate the replacement Project Manager. Consultant shall ensure that Consultant's Project Manager shall maintain close contact with the Client Representative for the Project.

5. **PERSONNEL**

(a) For the purpose of providing the Services contemplated by this Agreement, the Consultant shall furnish necessary personnel, including employees, agents and subcontractors of the Consultant. All personnel of the Consultant, and any person engaged by or through the Consultant (referred to herein as a "Subconsultant") which perform any part of the Services shall be competent and qualified to perform the

services and work assigned to them. Consultant acknowledges that its obligations under this Agreement are personal to it and that it will not subcontract any Services hereunder without first receiving prior written approval from Client. For the purposes of this Agreement, the Consultant shall be responsible to the Client for all Subconsultants to the same extent, for the same purpose and in the same manner as if the work or services provided or performed by the Subconsultants was provided directly by the Consultant through its own employees. Consultant remains responsible to Client for the obligations and liability of each subcontractor.

(b) Consultant will obligate each subcontractor to assign all of subcontractor's right, title and interest in and to any and all such work product or Deliverables produced in performing the Services to Consultant to ensure Client's ownership of all Deliverables under this Agreement and will obligate each subcontractor to cooperate with and assist Client, at Client's expense, in securing any documents necessary or desirable to register or otherwise protect any such rights.

(c) The Consultant will assign the key personnel listed in the applicable Service Schedule or purchase order incorporated as part of this Agreement to perform the Services required by this Agreement. The Client reserves the right to approve all personnel assigned to the Project by the Consultant.

(d) The Consultant shall provide the Client with the billing rates of each of the personnel assigned to perform Services under this Agreement in Schedule B and the Client shall keep such information confidential.

6. COMPENSATION

(a) The total man hours required for the performance of the Services described in any Service Schedule or purchase order incorporated as part of this Agreement shall be estimated by the Consultant and set out in such Service Schedule or purchase order (as applicable) together with its estimated total fees and expenses for the Services.

(b) The Consultant's compensation rates are set out in Schedule B. The rates are subject to adjustment on **[insert date]** and Consultant will provide not less than thirty (30) days' prior written notice to the Client of any adjustment to the rates to be effective on that date.

(c) Changes to the scope of Services or the scope of the Project may increase the actual man hours required for the performance of the Services and the compensation paid to the Consultant under this Agreement. The Consultant shall give written notice to the Client of any anticipated increases in actual man hours required or increases in compensation to be paid and no increased man hours or increases in compensation shall be incurred without the prior written approval of the Client.

(d) Amounts payable by the Client to the Consultant under section 6(a) shall be invoiced monthly by the Consultant and shall be due when presented but, in any event, shall be paid within forty-five (45) days from the date an undisputed invoice is received by the Client's Accounts Payable department at the address set out in Schedule C. Except as set forth in this Agreement, as specifically stated in any purchase order or Service Schedule, or as otherwise agreed pursuant to a valid modification of this Agreement, there are no other fees or costs to be paid by Client under this Agreement. The making of any payment or payments by Client, or the receipt thereof by Consultant, shall in no way affect the responsibilities and obligations of Consultant hereunder, and shall not imply acceptance by Client of the Services or Deliverables

or the waiver of any of Consultant's warranty or other obligations under this Agreement.

7. **PROFESSIONAL RESPONSIBILITY**

(a) The Consultant shall provide the standards of care, skill, and diligence normally provided by professionals in the performance of the Services as contemplated by this Agreement.

(b) The Consultant shall account for all expenditures undertaken and obligations incurred on behalf of the Client in accordance with United States generally accepted accounting principles, as in effect from time to time, consistently applied. The Client shall have the right to audit these expenditures and obligations and the Consultant agrees to fully cooperate with same. The Client shall, upon request by Consultant, provide the Consultant with a copy of any resulting audit report.

(c) Where the Consultant is or will be negotiating purchase and construction agreements with suppliers as part of the Services, the Consultant shall only do so within the Project parameters and guidelines approved in writing by the Client. The Client shall execute any resulting contracts, which contracts shall be in a form approved in writing by the Client, in its sole and absolute discretion.

(D) EXCEPT WITH RESPECT TO A BREACH OF CONFIDENTIALITY OBLIGATIONS PURSUANT TO SCHEDULE D, NEITHER THE CONSULTANT NOR THE CLIENT SHALL BE LIABLE TO EACH OTHER FOR CONSEQUENTIAL OR INDIRECT LOSSES, EXPENSES OR DAMAGES (WHETHER BASED IN CONTRACT, EQUITY, TORT OR OTHERWISE) IN REGARD TO ANY LOSS, CLAIM OR CAUSE OF ACTION RELATING TO THIS AGREEMENT.

8. **REPRESENTATIONS AND WARRANTIES**

The Consultant hereby represents and warrants to Client that:

(a) The Services and Deliverables will comply with all applicable local, state, federal and other governmental laws, regulations and ordinances in each jurisdiction applicable to the Services, including without limitation any data protection and privacy laws and those applicable to trans-border data flow. Consultant is not in violation of any such laws or regulations, excluding those violations that alone or in the aggregate do not and will not have a material adverse effect on its business or assets, or its ability to perform its obligations under this Agreement. Consultant, its employees, agents, Subconsultants and subcontractors, will obtain and maintain all bonds, licenses, permits and authorizations from all applicable governing bodies that are necessary for Consultant to meet its obligations under this Agreement.

(b) The Services will be performed in a professional and competent manner in accordance with industry standards and to the satisfaction of Client, using properly qualified and trained employees of Consultant; provided, however, that where the applicable purchase order or Service Schedule specifies a particular standard or criterion for performance, this warranty shall not diminish that standard of performance. If Consultant breaches this warranty, Consultant will, at a minimum and at its own expense, either: (A) re-perform the Services to the satisfaction of Client; or (B) refund the fees paid for said non-conforming Services. Consultant will not use any third-party material in the course of providing the Services, without such third party's express written consent.

(c) All Deliverables will be complete, accurate and conform to the specifications set forth in the purchase order or Service Schedule and will be suitable for their intended purpose. The media upon which the Deliverables are contained will be free from defects in materials, and if defective, will be replaced by Consultant in a timely manner at no cost to Client. The Deliverables will not contain any third party or open source material unless Consultant has such third party's express written consent and provides Client with written notice of such material and all third-party terms applicable to such material, which terms are acceptable to Client. The Deliverables will not contain any viruses, worms, time bombs, license management systems, malware, spyware, or other malicious code.

(d) Consultant has or will obtain all expertise necessary to perform the Services required under this Agreement.

(e) The Services and Deliverables, and Client's receipt and use of the same, do not infringe any third party intellectual property right and Consultant has the complete right and authority to provide such Services and Deliverables to Client without the approval or consent of any third party.

9. ENVIRONMENT

In performing the Services the Consultant shall comply, and shall ensure that its employees, representatives and agents comply, with all applicable laws of federal, state and local authorities governing the environment.

10. ENERGY REQUIREMENTS

The Consultant acknowledges the Client's desire to maximize energy efficiency and agrees to take this into consideration in performing its obligations under this Agreement. The Consultant agrees to use commercially reasonable efforts to utilize the best energy practices and technologies relating to the Consultant's industry, to demonstrate energy conservation in its processes and to supply energy efficient equipment and services.

11. INSURANCE AND LIMITATION OF LIABILITY

(a) Unless otherwise expressly provided in a Service Schedule or purchase order, the Consultant shall maintain in full force and effect throughout the term of this Agreement a policy of professional liability insurance, with a policy limit of $5,000,000, which extends coverage to all professional services performed by the Consultant for the Client, whether under this Agreement or any other agreement.

(b) Proof of the Consultant's professional liability insurance policy and renewals during the term of this Agreement shall be provided to the Client. If the Client wishes to increase the amount of the coverage, the Consultant shall cooperate with the Client to obtain such increased or special insurance coverage at the Client's expense.

(c) The Consultant agrees to acquire and maintain insurance covering Consultant, and providing the following minimum coverages and limits:

(i) Commercial General Liability (CGL) with a minimum limit of $5,000,000.00 per occurrence for bodily injury, including death resulting therefrom, personal injury, property damage and advertising injury. Such coverage shall include contractual liability coverage recognizing this Agreement, products and/or completed operations liability, premises and operations liability, owner's and

contractor's protective liability, cross liability or severability of interests liability, loss of use of property coverage, and sudden and accidental pollution coverage. Such coverage shall also cover Client as an additional insured and identify Client as certificate holder;

(ii) Motor Vehicle Liability with a $5,000,000.00 per occurrence combined single limit for bodily injury, including death resulting therefrom, and property damage, covering all owned and non-owned motor vehicles;

(iii) Workers' Compensation coverage as required by statute, covering all employees, including Employer's Liability coverage with limits of $5,000,000.00 each employee, each accident. In the event Consultant engages leased workers, contingent workers, temporary workers, volunteer labor, contractors and/or subcontractors, the Consultant shall ensure that such parties are adequately insured as required by statute, and upon request of Client, shall produce evidence of such coverage to Client; and

(iv) Consultant shall maintain a Property Policy for replacement cost basis insuring any personal property of the Consultant, its employees, agents, and/or subcontractors brought onto any premises of Client; and

(v) Umbrella or Excess Liability coverage with a limit of $5,000,000.00 with coverage extending over primary Commercial General Liability, Motor Vehicle Liability and Employer's Liability. Such coverage shall also cover Client as an additional insured. **[NTD: remove this section and the "and" above if not requesting $10M]**

(d) General Provisions. All insurance carried or required to be carried by Consultant shall be with insurers which have an AM Best rating of "A- VII" or better, or the equivalent thereof, and the certificate shall be issued by an insurer licensed to carry on business in [Wisconsin or Maine]. The coverage under Consultant's insurance shall be primary. All coverages contained herein shall be endorsed to include the insurer's waiver of subrogation in favour of Client. Consultant's insurance policies shall be endorsed to require that the insurer provide the Client with not less than thirty (30) days' written notice in advance of any cancellation. In the absence of such endorsement, it shall be the Consultant's responsibility to provide such notice. Failure to do so shall constitute a breach of this Agreement. Within five (5) business days of Consultant's knowledge of any cancellation in such coverage, Consultant shall provide written notice to Client informing it of the same. Any errors, omissions or misrepresentations by Consultant that may invalidate coverage to Consultant shall not prejudice Client's rights under the aforementioned insurance required of Consultant.

(e) Certificates. Consultant must return with this Agreement, upon request by the Client, or upon request from a third party on behalf of the Client, certificates of insurance evidencing the required coverage set forth above, and each certificate shall indicate that the coverage represented thereby shall not be cancelled until at least thirty (30) days prior written notice has been given to Client from Consultant. Consultant also agrees to provide annual update certificates as appropriate. Client has no duty to confirm the existence of such insurance or to monitor such certificates. It is the Consultant's responsibility to ensure its compliance with all of the insurance coverage requirements set out in this Agreement, and any proof or confirmation of compliance requested by Client or by a third party on behalf of Client, in whole or in part, shall be

supplemental to and shall not supersede the terms and conditions set out in this Agreement.

(f) Liability. The insurance coverage and limits set forth above are designed to satisfy the minimum requirements of Client and are in no way intended to limit the liability of Consultant (or its employees, agents, and subcontractors) under this Agreement. Further, the insurance coverage and limits set forth above are not intended to be a recommended insurance program for Consultant, the Consultant being solely responsible for the sufficiency of its own insurance program.

(g) If required by the Client and provided that it is available to the Consultant, upon written request from the Client the Consultant shall procure and maintain in effect until at least six (6) months after the conclusion of its responsibilities under this Agreement, a bond or insurance policy to secure its diligent performance or its financial responsibilities pursuant to this Agreement. The Client shall reimburse the Consultant at cost for the procurement of such bond.

(h) Notwithstanding any other provision in this Agreement, the maximum liability of the Consultant to the Client in connection with the Services, whether arising out of this Agreement or in tort (including without limitation negligence and strict liability), shall be limited to the greater of $5,000,000 and the actual limits of any insurance which may otherwise be recoverable and available to indemnify the Consultant for such liability. [**NTD**: ensure coincides with 10(c)(iv)]

(i) If required by the Client in writing, the Consultant shall:

(i) obtain a separate professional errors and omissions policy with such policy limits as the Client may specify, which policy shall apply solely to services provided by the Consultant to the Client, whether under this Agreement or under any other agreement; or

(ii) obtain an endorsement to its standard professional errors and omissions policy, extending the whole of the limits of that policy to services provided by the Consultant to the Client, whether under this Agreement or any other agreement.

If the Client requires such additional policy of insurance or such endorsement to the Consultant's existing policies of insurance, then the policy limits available to indemnify the Consultant for claims arising out of the Services under this Agreement or out of work or services performed by the Consultant for the Client under any other agreement shall not be subject to reduction for claims by others, except to the extent that the claims by others arise solely out of work or services performed by the Consultant for the Client. The Consultant shall be reimbursed by the Client for the actual direct cost of such additional policy of insurance or endorsement, as invoiced by the insurer.

(j) Provided that it is available from the insurer and is not already a term of the professional errors and omissions policy obtained by the Consultant, upon written request from the Client the Consultant shall obtain an extended reporting endorsement to any professional errors and omissions policy required to be provided by the Consultant pursuant to this Agreement. The endorsement shall extend the period for reporting claims for such length as the Client may reasonably require and the Consultant shall be reimbursed by the Client for the actual direct cost of such endorsement, as invoiced by the insurer.

12. **TERM AND TERMINATION**

(a) Without limiting any other right the Client may have to terminate this Agreement, the Client shall at all times have the right to terminate this Agreement:

(i) immediately, upon written notice to have immediate effect, if:

A) the Consultant becomes insolvent, commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, or if a bankruptcy or receiving order is filed or made against the Consultant;

B) an order is made or an effective resolution is passed for the winding up or liquidation of the Consultant;

C) a custodian, receiver, manager or other officer with similar powers is appointed in respect of the Consultant or any of Consultant's property;

D) the Consultant ceases to carry on in the ordinary course of business; or

E) a lienholder, chargeholder or other creditor of Consultant takes possession of the property of the Consultant, or any part thereof, or if a distress, execution or any similar process is levied or enforced against such property and remains unsatisfied by the Consultant; and

(ii) upon 10 days prior written notice to the Consultant for any other reason, including without limitation, a breach of this Agreement, abandonment of the Project or convenience of the Client.

(b) On termination without cause under section 12(a) , the Client shall pay to the Consultant all undisputed amounts including all expenses and other charges incurred prior to the date of termination and payable under any applicable Service Schedule or purchase order. Upon receipt of the notice of termination, the Consultant shall take all necessary steps to reduce, with as much speed and with as little cost to the Client as is practicable, the Services then being provided under this Agreement. Provided, however, that if the Consultant is in default of any of its obligations under this Agreement, the Client is entitled to deduct from any amounts otherwise due to the Consultant the amount of damages, if any, suffered by the Client as a result of such default.

(c) Any termination for cause by Client is without prejudice to any other rights or remedies available to Client at law or in equity. Consultant acknowledges that failure to comply with the terms of this Agreement will result in serious or irreparable damage that a final judgment or monetary damages will be insufficient to remedy. Consequently, Consultant acknowledges that, in the event of a breach of this Agreement, Client may immediately resort to appropriate proceedings so as to obtain an interim, interlocutory and permanent injunction order as soon as possible without prejudice to any cause of action for damages and without the posting of a bond or proof of damages or other similar process. Consultant acknowledges and agrees that Client will be entitled to specific performance under this Agreement.

(d) The term of this Agreement shall be one (1) year. This Agreement shall automatically renew for successive one (1) year periods unless one party provides the other written notice of its desire not to renew this Agreement not less than thirty (30) days before an anniversary date. This Agreement shall apply to all Services performed pursuant to all Service Schedules or purchase orders issued by Client under this Agreement and accepted by the Consultant prior to the date of termination. Termination of any

particular purchase order or Service Schedule does not terminate any other purchase order or Service Schedule, provided, however, termination of this Agreement terminates all active purchase orders and Service Schedules as of the effective date of termination.

13. **INDUSTRIAL SAFETY**

(a) The Consultant shall become familiar with the Client's premises and operations in respect of which the Services are rendered. The Consultant shall assume all risks of injury to the Consultant, its employees, representatives, or agents of the Consultant and damage to the property of any of them in connection with the performance of its services under this Agreement, unless and only to the extent caused by the negligence of the Client.

(b) The Consultant shall ensure that its employees, representatives, or agents have been indoctrinated in the Client's safety requirements prior to arriving on site. Employees who have not been indoctrinated may be sent off site as a non-chargeable day to the Client. The Consultant's personnel found in violation of the Client's safety rules may be asked to leave the site with the remainder of the day as non-chargeable hours to the Client. The cost incurred for indoctrination shall not be included in the price set out in this Agreement.

(c) The Consultant shall ensure that its employees, representative, Subconsultants, contractors, subcontractors and agents comply with all of Client's applicable safety, security rules, policies, directions and other requirements while at the site.

14. **NOTICES**

Any notice, document or communication required or permitted to be given hereunder will be in writing and delivered by hand, courier or electronic mail (e-mail) to the party to which it is to be given as follows:

If to the Client:

CPOI dba ND Paper
c/o ND Paper LLC
Procurement Department
Suite 600, 1901 S Meyers Rd.
Oakbrook Terrace, IL 60181
Attention: Gord Coburn, Manager, Capital Sourcing & Maintenance Services
E-mail: gord.coburn@us.ndpaper.com

And to:

[select correct mill]

CPOI dba ND Paper
Rumford Division
35 Hartford Street
Rumford, ME 04276 USA
Attention: René Chartier, Purchasing & Stores Manager
E-mail: rene.chartier@us.ndpaper.com

CPOI dba ND Paper

Biron Division
621 North Biron Drive, PO Box 8050
Wisconsin Rapids, WI 54494 USA
Attention: Kirk Freeberg, Purchasing Manager
E-mail: kirk.freeberg@us.ndpaper.com

With a copy to:

CPOI dba ND Paper
c/o ND Paper LLC
Suite 600, 1901 S Meyers Rd.
Oakbrook Terrace, IL 60181
Attention: Legal Department
E-mail: contract.notices@us.ndpaper.com

- and -:

to the Client Representative identified on the applicable Service Schedule or purchase order per the contact details specified in that Service Schedule or purchase order.

If to the Consultant:

[**insert consultant info here**]

or to such other address, or e-mail address as either party may in writing advise by notice given in accordance with this section. Any notice, document or communication will be deemed to have been given: (i) if delivered by hand or courier on the next business day after delivery; and (ii) in the case of delivery by e-mail, on the next business day after delivery provided that an electronic confirmation of delivery has been obtained by the sender.

15. **INDEPENDENT CONTRACTOR**

(a) The relationship of the parties shall be that of owner and an independent contractor and nothing contained in this Agreement shall be construed as establishing a relationship of principal and agent, master and servant or employer and employee.

(b) The Consultant shall comply with all relevant workers' compensation laws and statutes applicable to the Consultant in connection with the performance of its obligations under this Agreement.

16. **ASSIGNMENT AND THIRD PARTIES**

(a) The Consultant shall not assign this Agreement nor any part of the Services to be performed by the Consultant under it without the prior written approval of the Client.

(b) The Consultant's obligations under this Agreement are solely for the benefit of the Client and are not intended to be for the benefit of contractors or other third parties employed by the Client on the Project.

17. **AMENDMENTS**

(a) Subject to section 17(b), no amendment to this Agreement, or any Service Schedule or purchase order incorporated as part of the Agreement, shall be binding unless the Consultant and the Client agree in writing to the amendment.

(b) The Client may make any amendments to any Service Schedule or purchase order incorporated as part of this Agreement by written notice to the Consultant, and the Consultant's written acceptance thereto, and where appropriate, an adjustment of the compensation paid to the Consultant shall be made.

18. BINDING EFFECT

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and assigns or, in the case of the Consultant, permitted assigns.

19. FORCE MAJEURE

(a) Except as noted in this section, neither the Client nor the Consultant shall incur any liability to the other by reason of failure or delay in fulfilling its obligations under this Agreement, where such failure or delay is due to or results from weather conditions, fire, strikes, cessation or slowdown or stoppage of labor, or other labour disturbances, sabotage, shipwreck, extraordinary breakdowns, riot, war declared or undeclared, enemy action, acts of terrorism, flood, laws, regulations, rulings or acts of any governmental body or agency, or any other cause, whether similar to the foregoing or not, beyond the control of the party affected by such cause.

(b) If any delay arises by reason of any of the foregoing events, the time for performance shall be extended by a period of time equal to the time lost by reason of such delay. The party claiming the benefit of this provision shall do its utmost to remove such cause and resume performance as soon as possible, but shall not be required to subcontract work or to work additional hours for which premium time is payable or to schedule additional work shifts if such subcontracting, additional hours or shifts would not have been required to meet the delivery date specified in this Agreement except for such delay, unless that other party directs that it be done and agrees to pay all additional changes with respect thereto, and provided that the services to be performed is not prohibited by any applicable labour contract or law.

(c) When claiming that there has been a delay within the meaning of this section, the party so claiming shall, immediately upon becoming aware that such delay has occurred or is likely to occur, give to the other party written notice setting forth all relevant facts and circumstances relating to the delay, including any action taken to mitigate the effect of the delay, which the party considers justifies the claimed extension of the time for the performance of its obligations. A claim of Force Majeure shall not act to suspend the financial obligations of either party which arose prior to an event of Force Majeure.

20. INDEMNITY

(a) Except as otherwise provided in this Agreement, the Consultant shall indemnify, defend and hold harmless the Client, its directors, officers, agents and employees, of, from and against all claims, debts, liabilities, loss, damages, demands, penalties, costs, expenses, obligations, suits, proceedings and causes of action, including without limitation reasonable attorneys' fees, that may be suffered by or brought against the Client or its directors, officers, agents or employees arising out of, based on or related to the provision by the Consultant of the Services under this Agreement, including for and in respect of any one or more of:

(i) injury to or the death of any person whomsoever;

(ii) damage to or loss or destruction of any personal or real property;

(iii) breach or alleged breach of Consultant's representations or warranties contained in this Agreement;

(iv) any defect or deficiency in the Services or Deliverables provided under this Agreement or any purchase order or Service Schedule;

(v) any claim that the Services or the operation, possession or use of the Deliverables or receipt of Services by Client or its affiliates infringes any third party's intellectual property rights;

(vi) claims or liens by the Consultant's employees, agents, Subconsultants and subcontractors; and

(vii) fines, penalties, assessments or other exactions imposed by any authority having jurisdiction, by reason of the Consultant's failure to comply with the requirements of the authorities having jurisdiction or the requirements of this Agreement,

whether arising out of the Consultant's performance or non-performance under this Agreement or out of any acts or omissions of the Consultant, its employees, agents and Subconsultants in the performance of this Agreement.

21. **CONFIDENTIALITY**

The Consultant and the Client agree to observe and perform the obligations under, and to be bound by the terms and conditions of, the confidentiality provisions attached hereto as Schedule D.

22. **GOVERNING LAW, JURISDICTION AND VENUE AND COMPLIANCE WITH LAW**

(a) This Agreement will be deemed to be made in [Wisconsin/Maine] and will be governed by and construed in accordance with internal [Wisconsin/Maine] law, without regard to conflicts of laws principles.

(b) Unless waived in writing by Client, any and all disputes arising out of or relating to this Agreement will be brought, heard, and determined exclusively in the any state court of competent jurisdiction within the State of [Wisconsin/Maine]. Consultant consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes any right to assert that any action instituted by Client in any such court is in the improper venue or should be transferred to a more convenient forum. The Parties acknowledge that all orders issued by the forum court, including without limitation injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries.

(c) The Consultant, for itself, its Subconsultants and subcontractors, agrees to comply with every applicable law or regulation, whether federal, state, or local, applicable to the performance of the Services required and the supplying of the Services under this Agreement.

(d) THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT.

23. **AUDIT AND ACCESS TO RECORDS**

(a) The Consultant shall retain all books, payrolls, information and other records relating to the Services and this Agreement for a minimum period of seven (7) years after completion of this Agreement. The Client shall have access and the right to audit these records in the offices of the Consultant at any reasonable time, or times, during normal working hours to verify any and all charges made by Consultant. If an audit shows that Consultant overcharged Client, Consultant will immediately refund all amounts of such overpayment to Client.

(b) In addition to the provisions of section 23(a), the Client, upon reasonable notice and during normal business hours, is entitled to examine in the Consultant's offices the Consultant's records with respect to the performance of this Agreement, including but not limited to any records and documents related to obtaining quotations from, or the ordering or expediting of equipment from, third party suppliers.

24. **NO WAIVER**

No failure or delay on the part of either party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any other rights, powers, or remedies, now or hereafter existing, at law or in equity or otherwise.

25. **SEVERABILITY**

If any provision of this Agreement is declared invalid under applicable law, the affected provision will be considered modified to conform to applicable law to the extent permitted, and all other provisions will remain in full force and effect. Should such modification prove to be impossible or impracticable, the offending provision will be omitted and the remainder of the Agreement enforced to the fullest extent permitted by law.

26. **EXECUTION**

The Parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which together constitute only one agreement. The signatures of all of the Parties do not need to appear on the same counterpart, and delivering of an executed counterpart by electronically is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement. Any party delivering an executed counterpart of this Agreement by electronically also will deliver three original executed counterparts of this Agreement to the other party, but the failure to do so does not affect the validity, enforceability or binding effect of this Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed as of the day and year first above written.

CPOI DBA ND PAPER

Signature:_____

Name: _____

Title: _____

[CONSULTANTS NAME]

Signature:_____

Name: _____

Title: _____

SCHEDULE A
SERVICE SCHEDULE

Date:	_____	Services Description:	_____
Mill Contact:	_____	CER/MER#:	_____
Phone:	_____	Division:	_____
E-mail:	_____	Purchase Order #:	_____

This Service Schedule is issued pursuant to the **Master Engineering Services Agreement** No. [agreement #] dated [agreement date] (the "Agreement") between ND Paper and [consultant name] (the "Consultant").

Description of Services to be performed:	[describe Scope here or attach to this form]
Timeline Schedule:	
Compensation: Contract Price	$ _____CAD/USD
List of Consultant's Personnel:	(attach to scope)
Project Specific Procedures:	Insert list or N/A
Date of Commencement of Services:	
Date of Completion of Services:	
Client's Designated Representative:	
Consultant's Designated Representative:	

All Services must be performed in accordance with, and completed within the time set forth in, the attached Timeline Schedule.

[For this Service Schedule, the professional liability insurance policy limit as set out in section 10(a) is amended to $[insert $1M, $2M, $3M, $4M]] (NTD: when amending this value, consider all services provided by [consultant name] to ND Paper and other clients in a calendar year)

The Consultant accepts this Service Schedule and agrees to perform the Services described herein in accordance with the terms of this Service Schedule and the Agreement.

Dated: _____

Signed: _____

Print Name: _____

SCHEDULE B

CONSULTANT'S COMPENSATION RATES

See attached

SCHEDULE C

ADDRESS FOR INVOICES/STATEMENTS

[select appropriate division below]

CPOI dba ND Paper
Rumford Division
35 Hartford Street
Rumford, ME 04276
Attention: Accounts Payable
E-mail: rumford.accountspayable@us.ndpaper.com

CPOI dba ND Paper
Biron Division
621 North Biron Drive, PO Box 8050
Wisconsin Rapids, WI 54494
Attention: Accounts Payable
E-mail: biron.accountspayable@cus.ndpaper.com

SCHEDULE D

CONFIDENTIALITY PROVISIONS

The Consultant has entered into that certain Master Engineering Services Agreement the "MESA") with the Client, pursuant to which the Consultant and the Client have been, or will be, provided with or have access to certain Confidential Information (as defined below) of each other. All terms not defined herein shall have the meaning ascribed to them in the MESA. The MESA provides that the Consultant and the Client agree to be bound by the terms and conditions in this Schedule D.

1. For the purposes of this Schedule D "Confidential Information" of a party means all information, whether written, oral, graphic or magnetically or electronically recorded or in any other form, relating to that party's business, operations, finances, processes, formulae, technology, specifications, know-how, trade secrets, practices, plans, forecasts, names of and information relating to customers and suppliers, pricing, marketing plans and all other information that the party may designate, or that ought reasonably to be considered, as "Confidential Information" and with respect to a Disclosing Party includes all evaluations, reports or other materials prepared by the Receiving Party which incorporates any Confidential Information of the Disclosing Party. In this Schedule D, "Disclosing Party" means a party disclosing its Confidential Information and "Receiving Party" means a party receiving such Confidential Information.

2. The Receiving Party acknowledges that the Confidential Information of the Disclosing Party is confidential and proprietary to the Disclosing Party and will remain the exclusive property of the Disclosing Party. The Receiving Party hereby agrees:

   (a) to use the Confidential Information only for the purpose of carrying out its obligations under the MESA (the "Purpose");

   (b) not to disclose, or permit to be disclosed, any Confidential Information to any person, firm or entity except to those of its directors, officers, employees, Subconsultants, subcontractors and professional advisors who have a bona fide need to know such Confidential Information for the Purpose and who are bound by confidentiality obligations no less stringent than those set out in this Schedule D ("Permitted Representatives"). Each party shall be liable for any breaches of this Schedule D by any of its Permitted Representatives;

   (c) to maintain the confidential nature of the Confidential Information by protecting the Confidential Information from inadvertent or unauthorized disclosure, access or use through all reasonable necessary actions while at all times using the same degree of care which it uses with respect to its own information of like nature which, in any case, will not be less than a reasonable standard of care; and

   (d) not to record, make notes of, copy or reproduce Confidential Information except as is necessary for the Purpose.

3. The Receiving Party will not be liable for disclosure of Confidential Information which is required to be disclosed by operation of law or the requirement of a governmental authority, provided that the Receiving Party:

   (a) promptly notifies the Disclosing Party in writing prior to such disclosure and the Disclosing Party shall have been given the reasonable opportunity to contest such disclosure;

   (b) discloses only that portion of the Confidential Information legally required to be disclosed;

   (c) takes reasonable steps in any such disclosure to have the court or governmental authority protect the confidentiality of all Confidential Information disclosed.

4. Upon completion of the Purpose or at such earlier time as requested by the Disclosing Party, the Receiving Party will immediately return to the Disclosing Party or destroy, at the Disclosing Party's option, all written copies, extracts, other reproductions and other physical embodiments (including computer files, except to the extent stored electronically pursuant to the Receiving Party's automatic computer system back-up procedures) of any Confidential Information, except as expressly contemplated in the MESA. Upon request by the Disclosing Party, the Receiving Party will provide the Disclosing Party with a written certification by a responsible officer of the Receiving Party that the Receiving Party has complied with its obligations under this paragraph 4. Notwithstanding the return or destruction of Confidential Information pursuant to this paragraph 4, the Receiving Party will continue to be bound by its obligations of confidentiality under this Schedule D.

5. This Schedule D will not apply to any of the Confidential Information which:

   (a) is or becomes available to the public through no wrongful act or omission of the Receiving Party or its Permitted Representatives;

   (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known or reasonably believed by the Receiving Party to be subject to an obligation of confidentiality;

   (c) was lawfully in the possession of the Receiving Party prior to its disclosure under this Schedule D, provided that the source of such information was not known or reasonably believed by the Receiving Party to be subject to an obligation of confidentiality; or

   (d) is independently developed by the Receiving Party without use of or reference to Confidential Information of the Disclosing Party.

6. The Receiving Party acknowledges that any breach by the Receiving Party of this Schedule D would cause the Disclosing Party irreparable harm for which the Disclosing Party could not adequately be compensated by an award of damages. Accordingly, if there is any breach or threatened breach of any terms of this Schedule D, the Disclosing Party has the right to seek equitable relief by way of injunction to restrain any such breach and to specifically enforce the terms of this Schedule D, in addition to any other remedies that the Disclosing Party may have at law or in equity. The Receiving Party submits to the jurisdiction of the courts of the State of [Wisconsin/Maine] for purposes of seeking such injunctive relief and the Disclosing Party shall be entitled to recover from the

Receiving Party all court costs and reasonable attorney's fees incurred in enforcing this Schedule D.

7. NO DISCLOSURE OF CONFIDENTIAL INFORMATION SHALL CONSTITUTE ANY REPRESENTATION OR WARRANTY REGARDING THE CONFIDENTIAL INFORMATION; ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS, AND THE DISCLOSING PARTY SHALL NOT HAVE ANY LIABILITY FOR THE RECEIVING PARTY'S RELIANCE THEREON.

8. No patent or other proprietary rights of any kind regarding, or which is contemplated by or included within, any Confidential Information are licensed to the Receiving Party or otherwise granted to the Receiving Party by this Schedule, except to the extent expressly contemplated in the MESA. The obligations of confidentiality, non-disclosure and non-use of the Receiving Party as contained herein, shall survive termination of the MESA or any other agreement between the parties with respect to a Project or Services for a period of seven (7) years following the termination thereof. The confidentiality obligations for Confidential Information of trade secret nature (as determined under applicable law) shall survive the termination or expiration of the MESA or any other agreement between the parties with respect to a Project or Services for as long as such Confidential Information remains a trade secret.