NOTICE OF UPDATE TO ECRC'S STANDARD AGREEMENTS

Please note that we have made several substantive revisions (amendments) to our Oil Handling Facility, Ship (Bulk Oil), Ship (Non-Bulk Oil) and Subscriber Agreements (collectively, the "**Agreements**" and, individually, an "**Agreement**"). The revisions essentially aim to improve clarity as to ECRC's liability and to ensure consistency across all Agreements. We have also clarified ECRC's role and responsibilities in certain circumstances and corrected minor typographical, grammatical and/or stylistic issues.

All capitalized terms used but not defined in this notice shall have the meanings assigned to them in the applicable Agreement.

Key revisions include:

- Revised language in the allocation of liability clauses of the Agreements to remove references to "gross negligence", thereby avoiding potential confusion between negligence, gross negligence and the wording of the applicable statutory limitation (i.e., *Canada Shipping Act, 2001*, s. 181(2)) and to enhance consistency with said provision;

- Updated provisions to reflect that Work Orders agreed between the parties for the provision of Marine Spill Response Services by ECRC beyond the Initial Response period shall be subject to the terms and conditions of the applicable Agreement;

- Clarification that ECRC shall only be obligated to carry out the Marine Spill Response Services in accordance with the directions of the Operator or Owner (as applicable) to the extent possible and appropriate in the actual conditions of the particular spill;

- Clarification that ECRC Fees include the costs of both mobilization and demobilization, the latter which in turn includes the costs associated with moving equipment to and from the work site, cleaning, repairing or replacing equipment and transporting equipment to the location from which it was originally obtained;

- Revised descriptions of the Geographic Areas of Response of ECRC, ALERT and PTMS (as applicable) to ensure consistency with the detailed descriptions published by Transport Canada.

We encourage you to review the updated Agreements in full at https://www.ecrc-simec.ca/en/membership-fees/contracts/.

NOTE that by registering for or subscribing to our services on or after October 1, 2025, you accept (and are bound by) to these revised terms and conditions. FURTHER NOTE that by continuing your membership or subscription for our services on or after October 1, 2025, you likewise accept (and are bound by) these revised terms and conditions, which shall then take effect as of the first renewal date of the applicable Agreement that follows October 1, 2025.

If you have any questions or concerns regarding the aforementioned changes, please feel free to contact us at contracts@ecrc-simec.ca.

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