

General Installer Terms

Version 1.0 · Effective [DATE] · Issued by Totemian Brandboards Inc.

Applies to	Independent installation contractors engaged to install, service and remove Totemian Brandboard equipment
Read alongside	The Installer's signed Master Installer Services Agreement and Schedules A to D
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1. Purpose and Scope

These General Installer Terms set out the standing rules under which independent installation contractors ("**Installers**") perform field work for Totemian Brandboards Inc. ("**Totemian**"). They are incorporated by reference into each Installer's signed Master Installer Services Agreement (the "**Agreement**") and are accepted by the Installer on signing it.

Where these Terms conflict with the Agreement or its Schedules, the Agreement and its Schedules prevail. These Terms carry the operational detail; the Agreement carries the commercial and contractual core.

2. Who These Terms Apply To

These Terms apply to every Installer, whether an incorporated contractor or an individual operating as a sole proprietor, and to any personnel or approved subcontractor performing work on the Installer's behalf. The Installer remains fully responsible for compliance by everyone it sends to a site, and for that person's acts, omissions, insurance and qualifications.

Onboarding. No individual may perform an Assignment until that individual has completed Totemian's installer onboarding and signed the acknowledgement confirming that the Installation Flow, the safety requirements and the evidence obligations have been explained and understood. Onboarding is delivered by Totemian and is not chargeable to the Installer. The Installer keeps a current list of onboarded personnel, deploys no person who is not on it, and notifies Totemian before introducing anyone new to a site.

3. Definitions

Term	Meaning
Assignment	A discrete unit of work issued by Totemian under a Work Order.
Assignment Day	A calendar day on which the Installer attends the Depot or performs one or more Assignments at Totemian's request.
Customer	The venue, host or business at whose premises Totemian Equipment is installed.
Customer Acceptance	The Customer's confirmation, recorded on the Customer Liaison Form, that installation is complete and satisfactory.
Customer Liaison Form	The contact and acceptance record completed at Stage 7 of the installation flow.
Depot	Totemian's warehouse or office, or a designated third-party warehouse partner facility.
Site Report	The digital installation report submitted through the QR code affixed to each device.

Term	Meaning
Technical Support Clearance	Confirmation issued by Totemian's technical support function that a unit is fit to leave the Depot.
Totemian Equipment	Displays, media players, mounts, brackets, SIM cards, cabling, power supplies, remote controls, adapters and any other property or accessory supplied or owned by Totemian.
Work Order	The assignment instruction issued by Totemian's authorized representative specifying location, quantity, mount type and site-specific conditions.

4. Engagement Model

Installers are independent contractors. Totemian guarantees no volume of work, and Installers are free to accept or decline Assignments and to work for others, subject to sections 17 and 18. Installers supply their own tools, vehicle and general materials, and are solely responsible for their own income tax, GST/HST remittance, Canada Pension Plan contributions, Employment Insurance and WorkSafeBC assessments in respect of themselves and their personnel.

An Installer has no authority to bind Totemian, to negotiate on its behalf, to quote prices, or to make representations to Customers regarding Totemian's services, pricing or contractual terms. An Installer shall not subcontract or assign any Assignment without Totemian's prior written consent.

5. Accuracy of Information Provided by the Installer

- 5.1 Representation and warranty.** The Installer represents and warrants that all information, statements, declarations, certificates, registrations, licences, permits, insurance particulars, qualifications, credentials, banking details and supporting documents furnished to Totemian, whether before or during the engagement, and whether furnished by the Installer or by any person on its behalf, are true, complete, accurate and current.
- 5.2 Continuing nature of the representation.** The representation in clause 5.1 is a continuing representation. It is given on each date on which information is furnished, and is deemed repeated on each date on which the Installer accepts an Assignment. The Installer shall notify Totemian in writing, without delay, of any event, change or circumstance that renders any such information untrue, incomplete, inaccurate or no longer current.
- 5.3 No duty of verification.** Totemian relies on the representations in this section without independent verification. Totemian assumes no duty to verify, investigate, audit, authenticate, confirm or monitor any information or document furnished by the Installer. No act of requesting, receiving, reviewing, recording, filing or retaining any such information or document constitutes verification, acceptance or approval of its accuracy, nor a waiver of any obligation of the Installer, nor an assumption by Totemian of any responsibility in respect of it.
- 5.4 Sole responsibility and indemnity.** The Installer bears sole responsibility for the accuracy and currency of all information and documents furnished. The Installer shall indemnify, defend and hold harmless Totemian, its directors, officers, employees and Customers against all loss, damage, liability, claim, demand, penalty, fine, assessment, levy and expense, including reasonable legal costs, arising from or in connection with any information or document furnished by the Installer that is untrue, incomplete, inaccurate or no longer current, or in respect of which the Installer has failed to give notice under clause 5.2.
- 5.5 Remedies and survival.** A material misrepresentation under this section, whether made knowingly, recklessly or negligently, entitles Totemian to suspend the Installer immediately and to terminate the

engagement without notice and without liability, in addition to any other remedy available at law or in equity. This section survives the end of the engagement without limit of time.

6. How Assignments Work

Totemian issues a Work Order specifying the location, the number of displays, the mount type and any site-specific conditions, normally with at least one business day's notice. The Installer confirms or declines within four business hours.

Once confirmed, the Installer attends as scheduled. Where attendance becomes impossible, the Installer notifies Totemian's operations team as soon as possible and no later than two hours before the scheduled start, and cooperates in rescheduling. Installers do not contact Customers directly to arrange, reschedule or vary work.

Attendance where work cannot proceed. Where the Installer attends and the work cannot proceed through no fault of the Installer — the site is closed, access is refused, power is unavailable, or the Customer is not ready — the Installer photographs the condition, notifies Totemian immediately, and the day is treated as an Assignment Day attracting the Depot Attendance Fee under section 14.

7. The Installation Flow

Every installation follows the seven stages below, in sequence. No stage may be skipped. An Assignment is complete, and payable, only when all applicable stages are performed and recorded.

Stage 1 — Equipment release from the Depot

- Attend the Depot at the time confirmed with operations.
- Verify the Work Order against the equipment issued: model, quantity, serial numbers, mount type, media player, SIM card, power supply, brackets, fixings, remote controls, power cables and adapters.
- Record serial numbers, asset tags and every accessory on the release record, sign for custody, and obtain the countersignature of Totemian's designated warehouse officer. Nothing leaves or re-enters the Depot without both signatures.
- Report any shortage, visible damage or packaging defect **before leaving the Depot**. Custody and risk pass to the Installer on release.

Stage 2 — Staging, commissioning and Technical Support Clearance

Performed at the Depot or at Totemian's office, **before** transport to the Customer:

- Power on each unit and confirm it boots to the Totemian player application.
- Confirm network connectivity (SIM/APN or Wi-Fi as specified) and that the device registers on the Totemian platform.
- Confirm live content playback, correct orientation and correct display settings.
- Inspect the panel under good light for glass, bezel and cosmetic defects.
- Obtain **Technical Support Clearance** for each unit. No unit may leave the Depot without Clearance.
- Where a unit fails any check, return it to Depot stock and record the failure.

Stage 3 — Transport to the Customer premises

- Transport in original packaging or equivalent protection, secured against movement, screen face protected, carried vertically.
- Do not stack units face-down or place weight on packaging.
- Do not leave Equipment unattended in an unsecured vehicle, or overnight in any vehicle.
- Route directly to the Customer site. Personal detours with Equipment on board are not permitted.

Stage 4 — Installation at the Customer premises

- Introduce yourself to the Customer contact named in the Work Order and confirm the agreed position **before drilling**.
- Install strictly per the Work Order: position, mount type (wall or ceiling), height, orientation and viewing angle.
- Select fixings appropriate to the substrate (drywall and stud, concrete, brick, suspended ceiling) and to the unit's weight, per the manufacturer's mounting specification.
- Route and secure all cabling; conceal with cable covers or trunking; leave no trailing cable in walkways.
- Connect to an existing, accessible power outlet only. See section 9.
- Verify after mounting: the unit is level and secure, powered, online and playing live content.
- Any deviation from the Work Order requires Totemian's prior written approval.

Stage 5 — Site clean-up and waste removal

- Remove all packaging, cartons, foam, plastics, offcuts, surplus fixings and materials from the Customer's premises.
- Vacuum or sweep drilling debris; wipe the display and surrounding surfaces.
- Dispose of all waste **off-site, at the Installer's cost**, in accordance with local recycling requirements. Return to the Depot is not required.
- Leaving waste at the Customer's premises, or in the Customer's bins, is a breach of these Terms.

Stage 6 — Digital Site Report and photographic evidence

- Scan the QR code affixed to the installed device and complete the Site Report in full **before leaving the site**.
- Upload the required photograph set: wide context shot; mount and bracket close-up; screen showing live content; cable routing including the outlet used; serial number and asset tag; and the site left clean.
- For service visits, add a "before" photograph of the fault condition and an "after" photograph of the resolved state.
- An Assignment without a submitted Site Report is not payable until the report is supplied.

Stage 7 — Customer Acceptance and Customer Liaison Form

- Demonstrate the working installation to the Customer contact.
- Brief the Customer at a basic level: the device must remain powered and connected; the Customer should not move, cover, unplug or adjust the unit; faults are reported to Totemian support, not to the Installer.
- Obtain the Customer's signature or digital acknowledgement of acceptance.
- Complete the Customer Liaison Form, including on-site contact name, role, telephone, email, preferred contact hours, access constraints and site notes.
- Direct all Customer questions on commercial terms, pricing or contract scope to Totemian.

Service and diagnostic visits

Stages 3, 5, 6 and 7 apply so far as relevant, together with the specific diagnostic instructions in the Work Order. The Installer records the fault found, the action taken, and whether the fault is resolved, deferred, or requires equipment replacement.

Uninstallation

The Installer disconnects the unit, removes the mount, makes good the mounting points (fill and, where specified, touch up), leaves the site clean, completes the Site Report, and returns the Equipment to the Depot with serial

numbers and all accessories recorded on a return record countersigned by the warehouse officer. Missing accessories are chargeable to the Installer.

8. Standards of Work

Installers work to manufacturer mounting specifications, applicable British Columbia safety legislation including the Workers Compensation Act and the Occupational Health and Safety Regulation, and the position, height, orientation and mount type specified in the Work Order. Deviation requires Totemian's prior written approval. Where site conditions make the specified installation unsafe or impracticable, the Installer stops, photographs the condition and seeks instructions rather than improvising.

9. No Electrical Work

Installers are not engaged, expected or authorized to perform electrical work of any kind. This includes in-wall wiring, junction-box or electrical-panel access, circuit installation or modification, and any alteration of Customer-side power infrastructure. Work is limited to surface-level mounting of Totemian Equipment and connection to existing, accessible outlets. Sites requiring electrical work are reported to Totemian and referred to a licensed electrical contractor. An Installer shall not hold itself out as, or perform the work of, a licensed electrical contractor under the Agreement.

10. Equipment Care, Custody and Transport

Totemian Equipment remains Totemian's property at all times. The Installer acquires no lien, title or security interest in it.

Risk. Risk passes to the Installer on release from the Depot and remains with the Installer until Customer Acceptance is recorded. During that period the Installer is responsible for loss of, or damage to, the Equipment from any cause, at full replacement value, excluding latent factory defects, electrical malfunction unrelated to handling or installation, and software or content faults.

Depot control. No Totemian Equipment leaves or re-enters the Depot except against a release or return record signed by the Installer and countersigned by Totemian's designated warehouse officer. The record itemizes each unit by serial number together with all accessories. Shortages or damage identified on return are chargeable to the Installer, and an accessory returned without its unit, or a unit returned without its accessories, is treated as a shortage.

Temporary storage. Where an Assignment cannot be completed in a single visit, the Installer stores the Equipment securely and under cover for a maximum of two business days pending completion, and notifies Totemian.

Depot access. Where Totemian authorizes attendance at a warehouse partner facility, the Installer complies with that facility's access, safety and conduct rules, and coordinates all visits in advance with Totemian's authorized representative.

No reliance on Totemian insurance. The Installer's obligations under this section are neither reduced nor discharged by any Totemian insurance policy. Totemian's insurance does not respond to loss of, or damage to, Totemian Equipment while that Equipment is in the care, custody or control of the Installer. Where a claim is made under a Totemian policy arising from the Installer's act, omission or breach, the Installer reimburses the applicable deductible to a maximum of CAD \$1,000 per occurrence.

11. Site Conduct and Customer Interaction

Installers behave professionally on Customer premises, minimize disruption, wear identification where provided and leave the site clean. All packaging and surplus material is removed from the premises and disposed of off-site at the Installer's cost — never left with the Customer. Installers do not discuss Totemian's pricing, contract terms or commercial arrangements with Customers, and refer all such questions to Totemian.

12. Evidence and Reporting

Every Assignment is recorded through the QR-coded Site Report and the defined photograph set, submitted before the Installer leaves the site, together with Customer Acceptance and the Customer Liaison Form. Assignments without the required evidence are not payable until the evidence is supplied.

Verification. Totemian may verify any Site Report, Customer Acceptance or equipment record independently, including by inspection carried out by a person other than the individual who performed the Assignment. The Installer cooperates with any such inspection and corrects, at its own cost, any discrepancy arising from its own act or omission.

Site Reports, photographs and Customer Liaison Forms become Totemian records on submission. The Installer deletes local copies from personal devices within thirty days and does not retain them for any purpose.

13. Insurance, Licensing and WorkSafeBC

Installers maintain, at their own cost, with insurers licensed in British Columbia:

- **Commercial general liability** insurance naming Totemian Brandboards Inc. as additional insured, including products and completed operations, broad form property damage, contractual liability, cross-liability and severability of interests, and a **care, custody and control** extension covering Totemian Equipment in the Installer's possession;
- **owned and non-owned automobile** insurance rated for business use;
- **WorkSafeBC** registration in good standing, or Personal Optional Protection where the Installer has no workers; and
- a valid **municipal business licence** for the Installer's base municipality and any municipality in which an Assignment is performed.

Specific limits, required endorsements and evidence deadlines are set out in Schedule C of each Installer's Agreement. The policy must provide thirty days' prior written notice to Totemian of cancellation, non-renewal or material reduction, must be primary and non-contributory, and the insurer must waive rights of subrogation against Totemian.

Evidence is provided before the first Assignment and on each renewal. Totemian suspends Assignments where evidence is not current. All evidence furnished under this section is subject to section 5; Totemian does not verify it.

14. Payment Principles

Installers are paid against three mission types. Rates are set in each Installer's Schedule B and are exclusive of GST.

Mission	Unit	What it covers
Depot Attendance Fee	Per Assignment Day	Attendance at the Depot or office, equipment verification and sign-out, staging, commissioning and Technical Support Clearance, and travel to the first Customer site. Equivalent to half-day compensation.
Installation Fee	Per display installed	Stages 3 to 7 for each display, wall or ceiling mount. Uninstallation and removal are paid at the same rate.
Service Visit Fee	Per site visited	Fault-finding, inspection, re-connection, re-positioning, device swap, and any attendance requested by Totemian other than a new installation.

Minimum guarantee. For each Assignment Day the Installer receives the **greater of** the Depot Attendance Fee or the total of Installation Fees and Service Visit Fees earned that day. The Attendance Fee is a floor, not an addition. An Installer who attends but cannot proceed through no fault of its own receives the Attendance Fee.

Assignment sizing. Totemian sizes depot callouts at a minimum of four displays wherever practicable, so that an Assignment Day comprises approximately two hours of staging and five to six hours of installation. Callouts below that threshold are consolidated or combined with service visits wherever practicable.

Costs. Additional materials and hardware approved in advance are borne by Totemian at cost, against the Installer's receipted invoice; prior written approval is required for any single item exceeding CAD \$50. Transport, fuel, vehicle, mileage, parking, tolls, tools, consumables and general installation supplies are borne by the Installer and are not reimbursable.

Invoicing. Installers invoice per Assignment, weekly or bi-weekly at their election. Each invoice states the Installer's legal name, business address, GST/HST registration number where a registrant, invoice number and date, Assignment Days, Work Order references, mission type, quantity, unit rate, approved expenses and the total claimed. Totemian pays undisputed, compliant invoices within seven calendar days of receipt. Where part of an invoice is disputed, the undisputed portion is paid within that period and the dispute is notified with reasons within five business days.

No fee for remedial work. No fee is payable for a visit required to correct the Installer's own defective work, and travel, labour and materials for such a visit are at the Installer's cost.

15. Warranty and Remedial Work

Installation work carries a twelve-month workmanship warranty from Customer Acceptance. Faults attributable to the Installer's work — unstable or failing mounts, improper cable routing, incorrect bracket selection, loose fixings or physical instability — are rectified at the Installer's cost within three business days of notice, or sooner where the fault presents a safety risk. Where the Installer fails to rectify within that period, Totemian may engage a third party and recover the reasonable cost.

Physical damage to Totemian Equipment caused during installation, handling, transport or mounting is repaired or compensated by the Installer at replacement value. This does not extend to factory defects, electrical malfunctions unrelated to installation, or software faults.

16. Confidentiality and Privacy

Customer identities and addresses, site lists, network locations, pricing, installation procedures, technical configurations, and all photographs and recordings taken at Customer premises are confidential and remain Totemian's property. Installers do not publish, post, share or use them for marketing, portfolio, social media or any other purpose.

Photographs must not capture identifiable faces of Customer staff, patrons or visitors; where a person enters frame, the photograph is retaken. Totemian's Network Privacy Notice and applicable British Columbia privacy legislation apply to all site photography. These obligations survive the end of the engagement by twenty-four months, and breach entitles Totemian to immediate termination and to injunctive relief.

17. Non-Circumvention

During the engagement and for twelve months afterwards, Installers do not, directly or indirectly, solicit any Customer or warehouse partner introduced through the Agreement for the supply of digital signage, display installation or out-of-home advertising services competing with Totemian, and do not approach any Totemian Customer or warehouse partner regarding commercial matters, pricing or contract terms. This restriction is limited

to what is reasonably necessary to protect Totemian's legitimate business interests and does not restrict an Installer's general trade in television mounting or audio-visual installation for unrelated clients.

18. Suspension and Ending an Installer Relationship

Totemian may suspend an Installer immediately where insurance or registration evidence lapses, where a safety incident or credible safety concern arises, where a serious Customer complaint is under investigation, where a breach of section 16 or 17 is suspected, or where a representation under section 5 proves materially untrue. Suspension is not termination, and fees for completed Assignments remain payable. Suspension exceeding thirty days entitles Totemian to terminate.

Either party may end the relationship on fourteen days' written notice. Totemian may terminate immediately where the Installer breaches section 5, 13, 16 or 17, causes a serious safety incident, fails to maintain required insurance, becomes insolvent, or commits a material breach not remedied within seven days of notice. Totemian pays for all completed and approved work to the termination date. Equipment, credentials, identification and confidential material are returned immediately.

19. Contact

Subject	Contact
Assignments, scheduling and operations	info@totemian.com
Technical support and device faults	support@totemian.com
Invoicing and payment	info@totemian.com
These Terms and legal inquiries	legal@totemian.com

20. Version Control

These Terms carry a version number (vMAJOR.MINOR) and an effective date. Totemian may publish updated versions; a new version applies to Assignments issued after its effective date, and active Installers are notified by email from notices@totemian.com at least thirty days in advance. Where an Installer's signed Agreement references a specific version, that version remains binding for work issued under it. Archived versions remain available on request.

Version	Effective	Change
v1.0	[DATE]	Initial publication