



MASTER TERMS AND CONDITIONS

Effective Date: 2024-01-01

Canada

MASTER TERMS AND CONDITIONS

Effective as of 2024-01-01

1 Definitions and interpretation

1.1 In these terms and conditions:

“Associated Agreement” means:

- (a) any agreement or statement of work or statement of supply that is entered into between the parties which is made pursuant to these terms and conditions (for example by referencing that it is made under these Master Terms and Conditions) and may include by way of example only a ‘Managed Services Agreement’ or ‘Statement of Work - Managed Services’, and/or ‘Cloud Supply Agreement’ or ‘Statement of Supply - Cloud Supply’; and
- (b) any additional terms and conditions (including by way of example only the ‘Professional Services Terms and Conditions’) together with:
 - i. the relevant order, proposal, statement of work or other document that is accepted and agreed by the Customer in the manner required under those additional terms and conditions; or
 - ii. a request by the Customer of a type which is anticipated and not out of scope in any way under those terms and conditions and which is accepted by the Supplier in the manner required under those additional terms and conditions (including a request that is not required to be in writing where applicable under those additional terms and conditions, such as a request that is a “Small Task” under the Professional Services Terms and Conditions), which are expressed as being made pursuant to these Master Terms and Conditions;

“Confidential Information” means any information disclosed in confidence to one party by the other party including without limitation the Customer Data, whether of a business, financial, technical or non-technical nature or otherwise and whether existing in hard copy form, electronically or otherwise but does not include any information which is:

- (a) on receipt by the recipient party, in the public domain or which subsequently enters the public domain without any breach of the Contract;
- (b) on receipt by the recipient party, already known by that party (otherwise than as a result of disclosure by the other party);
- (c) at any time after the date of receipt by the recipient party, received in good faith by the recipient party from a third party; or
- (d) independently developed by or for the recipient party without any breach of confidentiality;

“Contract” means these terms and conditions and the attached Data Protection Addendum, and the relevant Associated Agreement;

“Customer Data” means the Customer’s data including all text, sound, video or image files and the Customer’s software and includes Personal Information;

“Data Protection Laws” means any and all applicable laws relating to Personal Information (including data security, protection, privacy or the processing of Personal Information), and includes any statutory modification or re-enactment of such laws for the time being in force;

“Force Majeure Event” means any war, riot, third party strike, pandemic, civil emergency, natural disaster or other circumstance of a similar nature that is outside of the control of the affected party;

“Intellectual Property” means copyright, patents, designs, trademarks, trade names, goodwill rights, trade secrets, confidential information and any other intellectual proprietary right or form of intellectual property;

“Personal Information” means any information:

- (a) relating to an identified or identifiable individual;
- (b) that is ‘personal information’, ‘Personal Information’, or similar terms under applicable Data Protection Laws; or
- (c) linked to, associated with, or combined with information identified in (a) or (b) above;

“Personal Information Breach” has the meaning given to that term in the Data Protection Laws (and includes loss or theft, as well as unauthorized access, disclosure, copying, use, or modification of, Personal Information), in respect of Personal Information that is Processed by the Supplier under a Contract);

“Processing” means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, Organization, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, and ‘Process’ and ‘Processed’ has/have a corresponding meaning, or any equivalent definition in relevant Data Protection Laws;

“Products, Deliverables and Services” means the products, deliverables and/or services provided under an Associated Agreement, as described in the relevant Associated Agreement;

“Working Day” means a day other than a Saturday, Sunday or public holiday in British Columbia, Canada.

1.2 Interpretation

- (a) In these terms and conditions, reference to the plural includes reference to the singular, and vice versa.
- (b) Headings inserted in these terms and conditions are for convenience of reference only and do not affect the interpretation of these terms and conditions.

2 **Term**

2.1 Each Contract will commence on the date specified in the relevant Associated Agreement or if not specified will commence on the date that the Associated Agreement is signed by both parties or, where signing by both parties is not required, on the date that the Customer accepts in writing or signs the relevant Associated Agreement (as applicable).

2.2 Each Contract will, subject to the parties' rights of earlier termination, continue:

- (a) for the term specified in the relevant Associated Agreement; or
- (b) if no term is specified, until terminated in accordance with the relevant Associated Agreement or under the termination provisions in these terms and conditions.

3 **Order of precedence**

3.1 If there is any conflict or inconsistency between these terms and conditions and an Associated Agreement, the following order of precedence applies to the extent of that conflict or inconsistency (listed below in order of high to low priority):

- (a) each Associated Agreement (with the order of priority of the parts of each Associated Agreement being as described in the relevant Associated Agreement);
- (b) these terms and conditions.

4 **Products, Deliverables and Services**

4.1 The Supplier will provide Products, Deliverables and Services (as applicable) to the Customer:

- (a) in accordance with each Associated Agreement;
- (b) using reasonable care and skill;
- (c) using people who have the necessary skills and experience; and
- (d) in accordance with all applicable laws.

4.2 If the Customer requests services which are not covered by an existing Associated Agreement, the Supplier will issue a draft of the relevant Associated Agreement to the Customer for review and acceptance or signing (as applicable). Nothing in these terms and conditions commits the Supplier to providing products or services unless an applicable Associated Agreement is agreed and signed by both parties, or accepted by the Customer in writing or signed by the Customer (as applicable).

4.3 The Customer will:

- (a) only use the Products, Deliverables and Services, for lawful purposes and not for fraudulent, illegal or destructive purposes;

- (b) adhere to any specific requirements or restrictions in respect of the Products, Deliverables and Services included or referenced in an Associated Agreement;
- (c) not sell, re-sell, or otherwise provide the Products, Deliverables and Services to any third party unless such selling, re-selling, or provision is expressly permitted or anticipated in the relevant Associated Agreement;
- (d) not allow the Products, Deliverables or Services to be affected by any virus or destructive media, or use the Products, Deliverables or Services in any way which is intended to be, or is, detrimental to:
 - i. the use of those Products, Deliverables or Services by other customers of the Supplier or other users; or
 - ii. the systems utilised to provide the Products, Deliverables and Services.

5 Customer's obligations

5.1 Without limiting the Customer's obligations under any Associated Agreement, the Customer will:

- (a) where required to provide data to the Supplier, provide that data in a format suitable for import and otherwise as reasonably requested by the Supplier;
- (b) where the Supplier's personnel will work on site at the Customer's premises, provide for the safety of the Supplier's personnel while on site in accordance with all applicable health and safety legislation;
- (c) meet all the Customer's obligations as specified in these terms and conditions and in each Associated Agreement;
- (d) where applicable considering the services provided under an Associated Agreement, undertake frequent and adequate backups of the Customer's data, except and to the extent that the Supplier is providing relevant backup services under an Associated Agreement or under another written agreement between the parties. The Customer should ensure that backups are always completed, as well as ensuring the backups are secure and checking that they can be successfully restored;
- (e) make available to the Supplier in a timely manner (and in accordance with any timeframes which the Customer has agreed to) all assistance (including availability of relevant personnel), permissions (including permissions from any relevant third parties), information, facilities and access to systems reasonably required by the Supplier; and
- (f) follow the Supplier's reasonable directions.

6 Pricing and payment

6.1 Each Associated Agreement will specify the basis of the Supplier's charges for the relevant supply of Products, Deliverables and Services and the Supplier will invoice the Customer accordingly. All amounts specified in an Associated Agreement are exclusive of any taxes unless expressly specified otherwise.

- 6.2 Unless otherwise specified in an Associated Agreement, all invoices issued by the Supplier are due for payment by the Customer Net 30 Calendar days following the date of the invoice.
- 6.3 All reasonable accommodation, travel and other expenses incurred in providing Products, Deliverables and Services to the Customer will be charged to the Customer provided that such expenses are identified and agreed in advance. Expenses will be invoiced monthly by the Supplier and payment is due Net 30 Calendar days from the date of invoice.
- 6.4 Subject to clause 6.5, the Customer must pay all invoices in full without set-off or deduction of any kind.
- 6.5 If the Customer wishes to dispute an invoice, it must notify the Supplier in writing no less than 7 calendar days from the payment due date and provide details of the dispute. The Customer may withhold payment of the disputed part of an invoice only and must pay that part (or any amount subsequently agreed or determined to be the correct amount owing) promptly on resolution of the dispute.
- 6.6 Without limiting any other remedies available to the Supplier for late payment or failure to pay any amount due, if any amount due is not paid by the Customer by the due date, the Supplier may:
- (a) charge the Customer interest calculated at 1.5 % per month (18% per annum) or the highest rate allowed by law, whichever is less, on the balance of the amount due by the Customer from the due date until payment is received in full by the Supplier; and/or
 - (b) charge the Customer all collection costs reasonably incurred by the Supplier in collection of the amount outstanding (including solicitor and/or collection agency fees); and/or
 - (c) on Fourteen (14) calendar days' notice in writing, suspend delivery of further Products, Deliverables and Services under the relevant Contract and/or any other Contract and/or may suspend delivery of services or deliverables under any other agreement between the Supplier and the Customer until the outstanding amount is paid in full.
- 6.7 Unless otherwise specified in the relevant Associated Agreement:
- (a) the Supplier may increase its pricing from time to time but not more often than once every 12 months;
 - (b) the Supplier will give the Customer one month's notice in writing of any price increase.

7 Taxes

- 7.1 In addition to the amounts due under clause 6, the Customer will pay the Supplier amounts equal to any applicable government taxes or duties however designated, based on the relevant Contract (or the Products, Deliverables and/or Services provided

under it), paid or payable by the Supplier in respect of the foregoing, exclusive however of taxes based on the Supplier's income, employment, and property taxes.

8 Customer Data

8.1 Subject to clause 8.2, the Supplier will access the Customer Data only as required in the performance of the relevant Contract.

8.2 Without limiting clause 9 or clause 10.2, the Supplier will only access the Customer Data and disclose the Customer Data to law enforcement or government authorities to the extent required by law. If a request for Customer Data is made by a law enforcement agency or government authority (whether directly to the Supplier or through Microsoft or a third party vendor), the Supplier will redirect the request to the Customer or if redirection is not permitted or feasible in the available time frame and unless legally prohibited from doing so, the Supplier will notify the Customer of the request as soon as practically possible.

8.3 Nothing in a Contract transfers ownership of the Customer Data to the Supplier.

9 Personal Information and Data Protection

9.1 The Customer consents to the Processing of Personal Information by the Supplier for the purposes of each Contract in accordance with these terms and conditions including the Data Protection Addendum. Before providing Personal Information to the Supplier, the Customer warrants that it will obtain all required consents from, and providing all necessary notices to, third parties (including Customer's contacts, partners, distributors, administrators, employees, end users) under applicable Data Protection Laws.

9.2 To the extent permitted by applicable law, Personal Information collected by the Supplier under a Contract may be transferred, stored and processed in the province(s) and/or country (or countries) in which the Supplier maintains facilities or any other country in which the Supplier's contractors or service providers (including for example Microsoft and other third-party vendors) maintain facilities.

9.3 In the event of any Personal Information Breach, the Supplier will comply with its obligations, including notification obligations, (if any), under applicable Data Protection Laws.

9.4 Where the Personal Information Protection and Electronic Documents Act (PIPEDA) or similar Canadian provincial data protection laws apply, the Canada Data Protection Addendum (attached) applies. Where the PIPEDA or similar provincial data protection laws do not apply, the Canada Data Protection Addendum may not be attached or if it is attached in any event does not apply.

10 Confidential Information

10.1 Each party agrees to:

- (a) hold in confidence all Confidential Information disclosed to it by the other party and disclose that information to its directors, employees and contractors only to the extent required in the performance of the Contract;

- (b) ensure that all Confidential Information is protected at all times from unauthorized access or use by, or disclosure to, any third party or misuse, damage or destruction by any person.

10.2 A party may disclose the other party's Confidential Information if and to the extent required by law if it first notifies the other party of the obligation to disclose the Confidential Information, provided that a party is not required to notify the other party under this clause if it is not legally permitted to do so or if the timing within which the party is required by law to disclose the Confidential Information does not permit notification to the other party.

11 **Intellectual property**

11.1 The Supplier or its licensors own the Intellectual Property in the means, methods, processes and know-how used by the Supplier to provide the Products, Deliverables and Services and to otherwise perform the Supplier's obligations under the Associated Agreements.

11.2 The provisions relating to Intellectual Property ownership in relation to particular Products, Deliverables and Services are included in the relevant Associated Agreement.

12 **Warranties**

12.1 Each party warrants that it has all requisite right, power and authority to enter into each Contract.

12.2 Except as provided under clause 12.1 and in any express warranties contained in an Associated Agreement, to the extent permitted by law, all warranties, terms and conditions (including without limitation, warranties and conditions as to fitness for purpose and merchantability) implied by legislation or otherwise, are excluded by the Supplier.

13 **Termination of Contracts**

13.1 Except where a Contract has a fixed term or where otherwise provided under a Contract, either party may terminate a Contract at any time without cause on giving thirty calendar days' notice in writing to the other party.

13.2 Either party may terminate a Contract immediately (or with effect from any later date that it may nominate) by written notice to the other party if:

- (a) one or more Insolvency Events occurs in relation to that other party. For the purposes of this clause, 'Insolvency Event' means, in respect of a party (other than for the purpose of solvent reconstruction or amalgamation):
 - i. a receiver, manager or liquidator is appointed over the party's undertaking or assets, or the party enters into any assignment, composition or arrangement with its creditors; or
 - ii. the party is unable to pay its debts when due or is deemed unable to pay its debts under any law or suspends payment to its creditors.

- (b) the other party commits a material breach of any of its obligations under the Contract and fails to remedy that breach within thirty (30) calendar days of prior written notice of such breach. For the purposes of this clause 13.2 (b), non-payment by the Customer for a period of 30 calendar days or more after due date of any undisputed invoice constitutes a material breach by the Customer.

13.3 Additional rights of termination that apply to individual Associated Agreements may be included in each of those agreements.

14 Consequences of termination

14.1 On termination of a Contract, in addition to any other consequences of termination included in the relevant Associated Agreement, and unless otherwise agreed in writing in the relevant Associated Agreement, and without limiting either party's rights or remedies:

- (a) each party will, on request, return the other's Confidential Information in its possession or control in respect of that Contract except for copies that it may be required to hold for compliance, audit or legal reasons;
- (b) all amounts owed to the Supplier under the Contract which accrued before termination will be due and payable in accordance with the payment terms in that Contract;
- (c) the Supplier will deliver to the Customer all Deliverables for which the Customer has paid in full.

14.2 On any termination of a Contract, all clauses which by their nature survive termination, will survive the termination.

15 Liability and indemnity

15.1 The Supplier's liability under a Contract is limited to direct loss only, to the amount paid by the Customer under the relevant Contract in the preceding three (3) month period or from the start of the contract whichever is shorter preceding the event giving rise to the claim.

15.2 To the extent permitted by law, in no event is the Supplier liable for any indirect loss or for any loss of profits, lost savings, loss of data, business interruption, incidental or special damages, or for any consequential loss. In addition, the Supplier is not liable for any damages claimed by the Customer based on any third-party claim, including, but not limited to, any claim in negligence. In no event is the Supplier liable for any damages caused (whether directly or indirectly) by the Customer not accepting or not acting on a recommendation made to the Customer in writing by the Supplier or the Customer's failure to perform its responsibilities under the Contract.

15.3 The Customer indemnifies the Supplier against any costs (including legal costs on a solicitor and own client basis, all and any court costs and witness fees and related legal expenses), expenses, claims, demands or liability whether direct, indirect or otherwise, and whether arising in contract, tort (including negligence), equity or otherwise, arising out of, and must at the Supplier's request, and subject to clause 15.4 and any

reasonable conditions imposed at the Supplier's discretion, at the Customer's own cost defend or settle, any claim, action or proceedings brought against the Supplier in connection with:

- (a) use of any product or service otherwise than in accordance with the relevant Contract; or
- (b) a breach by the Customer of any Contract.

15.4 If the Supplier wishes to rely on an indemnity under clause 15.3, the Supplier:

- (a) must ensure that the Customer is notified promptly in writing of the relevant claim, action or proceedings ("Claim") once it becomes aware of the Claim;
- (b) will make no admission of liability regarding the Claim nor any offers of settlement regarding the Claim without the Customer's written approval;
- (c) may, at its discretion, grant control of the defence or settlement to the Customer;
- (d) will, where the Supplier has granted control of the defence or settlement negotiations to the Customer:
 - i. co-operate reasonably with the Customer in defending or settling the Claim and make its employees available to give statements, advice and evidence, as the Customer may reasonably request, all at the expense of the Customer; and
 - ii. give the Customer sufficient authority and relevant information in its possession or control to assist the Customer to conduct the defence of the Claim and all negotiations for its settlement or compromise.

16 **Dispute Resolution**

16.1 In the event of any dispute arising between the parties in relation to a Contract, no party may commence any proceedings relating to the dispute (except where the party seeks urgent interlocutory relief) unless that party has complied with the procedures in this clause 16.

16.2 The party initiating the dispute ("the first party") must provide written notice of the dispute to the other party ("the other party") and nominate in that notice the first party's representative for the negotiations. The other party must within fourteen days of receipt of the notice, give written notice to the first party naming its representative for the negotiations ("Other Party's Notice"). Each nominated representative will have authority to settle or resolve the dispute. The parties will co-operate with each other and endeavour to resolve the dispute through discussion and negotiation.

16.3 If the dispute is not resolved within one month following the date of the Other Party's Notice (or such longer period as may be agreed upon in writing by the parties), either party may utilise any other legal remedies available to it in seeking to resolve the dispute.

17 **Non-Solicitation**

17.1 Neither party will, without the written consent of the other party, solicit, employ, or otherwise engage the services of, the other party's personnel (including employees and contractors). This clause will apply from commencement of the first Contract between the parties and will continue until there has been no Contract between the parties for a continuous period of twelve (12) months (and if there is subsequently a Contract between the parties the non-solicitation period will re-commence).

17.2 A party may as a condition of granting its consent under clause 17.1 above, require the other party to pay to it a fee of 30% of the person's gross annual remuneration to cover the cost of replacing the employee or contractor.

18 **Notices**

18.1 Any notice or other communication in connection with a Contract must be:

(a) marked for the attention of the primary contact person and delivered or sent to the address of the other party by prepaid post or email, as set out in the relevant Associated Agreement.

18.2 Notices or other communications are deemed received:

(a) if delivered by hand, on delivery;

(b) if delivered by post:

i. on the fifth Working Day following posting if sent and received within Canada; and

ii. on the tenth day following posting if posted internationally; or

(c) if sent by email, on sending the email provided that no email is successfully sent if the sender receives any type of delivery notification failure and provided further that the onus is on the sender to ensure that the email has been successfully received by the recipient.

19 **Force majeure**

19.1 Either party may suspend its obligations to perform under a Contract if it is unable to perform as a direct result of a Force Majeure Event. Any such suspension of performance must be limited to the period during which the Force Majeure Event continues.

19.2 Where a party's obligations have been suspended pursuant to clause 19.1 for a period of 30 calendar days or more, the other party may immediately terminate the Contract by giving notice in writing to the other party.

20 **General**

20.1 Assignment:

(a) Subject to clause 20.1(b), neither the Customer nor the Supplier may assign its rights under a Contract without the prior written consent of the other party.

- (b) The Supplier may, without the consent of the Customer, assign its rights under a Contract to an assignee that it reasonably considers has the personnel, skills, experience and resources to perform the Contract. The Supplier will notify the Customer of any assignment made pursuant to this clause 20.1(b) prior to the assignment unless it is not permitted to do so in which case it will notify the Customer as soon as practical following the assignment.
- 20.2 Contractors: The Supplier may perform its obligations under a Contract using the Supplier-selected independent contractors.
- 20.3 Other agreements: Subject to clauses 10 and 11, nothing in these terms and conditions prevents the Supplier from entering into similar agreements with others that are the same or similar to any Contract entered into with the Customer or from providing products, deliverables or services which are the same or similar to the Products, Deliverables or Services provided under a Contract.
- 20.4 Entire agreement: Each Contract constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of that Contract.
- 20.5 Further assurances: The parties must each do all such further acts (and sign any documents), as may be necessary or desirable for effecting the transactions contemplated by the Contract.
- 20.6 Amendments: Except as specifically provided in a Contract, no amendment to a Contract will be effective unless:
 - (a) the amendment is in writing and signed by both parties (if the relevant Associated Agreement was signed by both parties); or
 - (b) the amendment is in writing and signed by the Customer (if the relevant Associated Agreement was such that only the Customer needed to sign the Associated Agreement); or
 - (c) the amendment is in writing and accepted in the same manner that, in accordance with the Associated Agreement, the Associated Agreement was made.
- 20.7 Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other available right or remedy.
- 20.8 Partial invalidity: If any provision of a Contract or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Contract and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
- 20.9 Relationship of the Parties: The parties agree that the Supplier is an independent contractor to the Customer and that nothing in these terms and conditions or any Contract constitutes a partnership, joint venture or relationship of employer and employee between the parties. Neither party may:

- (a) act or hold itself out as an agent or representative of the other party; or
- (b) assume or create any obligations on behalf of the other party.

21 **Governing Law**

21.1 Each Contract is governed by the laws of the province of British Columbia, Canada, without giving effect to conflict of law rules. The parties hereby submit to the non-exclusive jurisdiction of the courts of the province of British Columbia, Canada.

DATA PROTECTION ADDENDUM

Under each Contract, the Customer engages the Supplier to provide the Services and in providing the Services, the Supplier will or may be required to Process Personal Information on behalf of the Customer. To the extent of that Processing of Personal Information and for the purposes of these terms and conditions, the Customer is an 'Organization', and the Supplier is a 'Third Party Processor' for the purposes of the PIPEDA. As such, Principle 8 of PIPEDA requires the Organization to use contractual or other means to provide a comparable level of protection while the Personal Information is being processed by a Third-Party Processor.

The terms used in this attachment have the meanings given to them in the main definition section of these terms and conditions or in clause 13 of this attachment, or in the applicable Data Privacy Law if not defined in these terms and conditions or in this attachment.

1 Processing of Personal Data

1.1 The Supplier will:

- (a) Instructions from Customer: to the extent required by the applicable Data Protection Law, in providing Services under a Contract, Process Personal Data only on the Customer's documented instructions (as provided in clause 2 or otherwise in writing) unless required to do so by the Data Protection Laws in which case the Supplier will inform the Customer of that legal requirement before Processing unless the Supplier is prohibited from informing the Customer by that law;
- (b) Confidentiality: ensure that the Supplier's personnel who are authorized to Process the Personal Information have obligations of confidentiality to the Supplier (including as required in clause 3 below) in respect of the Personal Information or are under an appropriate statutory obligation of confidentiality;
- (c) Security: comply with the security obligations in clause 4 below;
- (d) Sub-processors: comply with the provisions relating to Sub-processors in clause 5 below;
- (e) Individuals' rights: provide assistance to the Customer with responding to Individuals' rights in accordance with clause 6 below;
- (f) Assist Customer: comply with its obligations to assist the Customer in relation to security of Personal Information and (to the extent required by applicable Data Protection Laws) data protection impact assessments and prior consultation in accordance with clause 7 below;
- (g) Deleting and retuning data: after the provision of Services related to Processing of Personal Information has ended, at the choice of the Customer either delete or return to the Customer all that Personal Information and delete existing copies unless the Data Protection Laws require storage of Personal Information in accordance with clause 8 below;

- (h) Compliance and audits: make available to the Customer all information necessary to demonstrate compliance applicable Data Protection Law and allow for and contribute to audits including inspections conducted by the Customer or another auditor mandated from time to time, in accordance with clause 9 below. The Supplier will immediately inform the Customer if, in its opinion, an instruction received from the Customer infringes the Data Protection Laws; and
- (i) Policies and trainings: implement privacy policies and processes, including training for Supplier staff in accordance with clause 10 below.

2 Instructions from Customer

2.1 The Customer instructs the Supplier (and authorizes the Supplier to instruct each Sub-processor) to:

- (a) Process Personal Information; and
- (b) transfer Personal Information to any country or territory,

as reasonably necessary for the provision of the Services and consistent with and in compliance with the relevant Contract only.

2.2 The Customer warrants and represents that:

- (a) it is and will at all relevant times remain duly and effectively authorized to give the instruction set out in clause 2.1 on behalf of the Customer;
- (c) (b) that it has all necessary rights to provide the Personal Information to Supplier for the Processing to be performed in relation to the Services and agrees that Customer shall be responsible for obtaining all necessary knowledge and consent of Individuals, and providing all necessary notices to said Individuals, as required under the relevant Data Protection Laws in relation to the Processing of the Personal Information, including without limitation transfer of the Personal Information to the Supplier (if applicable); and that the Personal Information shall be accurate, complete, and up-to-date in accordance to the purpose set out in the relevant Contract.

3 Confidentiality

3.1 The Supplier will take reasonable steps to ensure the reliability of its employees, agents or contractors who may have access to Personal Information, ensuring in each case that access is limited to those individuals who need to know or need to access the relevant Personal Information, as necessary for the purposes of the relevant Contract, and to comply with applicable laws in the context of that individual's duties to the Supplier, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4 Security

4.1 Subject to clause 4.2 below, the Supplier will implement appropriate technical and Organizational measures to ensure a level of security appropriate to the risk, including amongst other things as appropriate:

- (a) Technical measures, for example, the use of passwords and encryption of Personal Information;
 - (b) Physical measures, for example, locked filing cabinets and restricted access to offices; and
 - (c) Organizational measures, for example, security clearances and limiting access on a “need-to-know” basis.
- 4.2 In assessing the appropriate level of security for clause 4.1 above, the Supplier will take account of the risks of a Personal Information Breach that are presented by the Processing to be undertaken under the relevant Contract and the sensitivity of the Personal Information.
- 4.3 The Supplier will in relation to Personal Data:
- (a) implement and maintain appropriate information security to protect Personal Information against:
 - i. a Personal Information Breach;
 - ii. all other unauthorized or unlawful forms of Processing; and
 - iii. any breach of the Supplier’s information security obligations in this attachment. The Supplier will (and will ensure that its Sub-processors) provide full cooperation and assistance to the Customer in ensuring that the individuals’ rights under the Data Protection Laws are timely and appropriately addressed for the fulfilment of the Customer’s obligation to respond without undue delay to requests by such individuals as required by Data Privacy Laws, including the rights of subject access, rectification, erasure, and portability, and the right to restrict or object to certain Processing;
 - (b) take reasonable steps to inform its staff, and any other person acting under its supervision, of the responsibilities of any Data Privacy Laws due to the incidental access to Personal Data, and ensure the reliability of its staff and any other person acting under its supervision who may come into contact with, or otherwise have access to and Process, such Personal Data.

5 **Sub-processors**

- 5.1 The Customer authorizes the Supplier to appoint Sub-processors (and permits each Sub-processor appointed in accordance with this clause 5 to appoint Sub-processors) in accordance with this clause 5 and any restrictions in these terms and conditions.
- 5.2 The Supplier will give the Customer prior written notice of the appointment of any new Sub-processor, including full details of the Processing to be undertaken by the Sub-processor. If, within two weeks of receipt of that notice, the Customer notifies the Supplier in writing of any objections (on reasonable grounds) to the proposed appointment, the Supplier will not appoint (nor disclose any Personal Information to) the proposed Sub-processor unless and until it obtains the prior written consent of the Customer.
- 5.3 With respect to each Sub-processor, the Supplier will:

- (a) enter into an agreement with the Sub-processor which includes the same data protection obligations as set out in this attachment and in particular includes:
 - (i) sufficient guarantees to implement appropriate technical, physical, and Organizational measures;
 - (ii) requirement for the Sub-processor to have privacy policies and processes in place, including training for its staff;
 - (iii) a right to audit and inspect how the Sub-processors handles and stores Personal Information all in such a manner that the processing will meet the requirements of the relevant Data Protection Law. If the Sub-processor fails to fulfil its data protection obligations, the Supplier will remain fully liable to the Customer for the performance of that Sub-processor's obligations; and
- (b) provide to the Customer for review, copies of the Supplier's agreements with Sub-processors (confidential commercial information that is not relevant to the requirements of this attachment may be blacked out) as the Customer may request from time to time.

6 Individuals' Rights

- 6.1 Considering the nature of the Processing, the Supplier will, by implementing appropriate technical and Organizational measures to the extent described in clause 4, assist the Customer to respond to requests to exercise Individual rights under the Data Protection Laws.
- 6.2 The Supplier will:
 - (a) promptly notify the Customer if the Supplier or any Sub-processor receives a request from an Individual under any Data Protection Law in respect of Personal Data; and
 - (b) ensure that the Supplier or relevant Sub-processor does not respond to that request except on the documented instructions of the Customer or as required by relevant Data Protection Laws to which they are subject, in which case the Supplier will to the extent permitted by Applicable Laws inform the Customer of that legal requirement before the Supplier or relevant Sub-processor responds to the request.

7 Assist Customer

- 7.1 Assist Customer with Security of Processing:
 - (a) The Supplier will assist the Customer in respect of the Customer's obligations to implement appropriate technical, physical and Organizational measures to ensure a level of security appropriate to the risk, by complying with the Supplier's obligations under clause 4 of this attachment.
- 7.2 Assist Customer with notifications of Personal Information Breach
 - (a) The Supplier will notify the Customer without undue delay if the Supplier or any Sub-processor becomes aware of a Personal Information Breach, providing the Customer with sufficient information to allow the Customer to meet any obligations to report the Personal Information Breach to the relevant Supervisory Authority under the Data Protection Laws (noting that

the Customer is required, where feasible, to notify applicable Personal Information breaches to the relevant Supervisory Authority as soon as feasible after the Supplier determines that the breach has occurred) or any other Organization, a government institution or a part of a government institution of the breach if the notifying Organization believes that the other Organization or the government institution or part concerned may be able to reduce the risk of harm that could result from it or mitigate that harm.

- (b) The Supplier will co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each such Personal Information Breach.

7.3 Assist Customer with communication of Personal Information breach to Individual:

- (a) Where a Personal Information Breach is likely to create real risk of significant harm to an individual:
 - i. such that the Customer is required to communicate the Personal Information Breach to the Individual (including where, despite the conditions referenced in clause 7.3(a)(ii) below being met, the Supervisory Authority has required the Customer to communicate the Personal Information Breach to the Individual), the Supplier will assist the Customer in doing so by providing all relevant information as may be reasonably required by the Customer.

7.4 Assist Customer with Data Protection Impact Assessments:

- (a) The Supplier will provide reasonable assistance to the Customer with any data protection impact assessments which the Customer reasonably considers to be required of the related Data Protection Laws. The Supplier's obligations under this clause 7.4(a) are solely in relation to Processing of Personal Information by the Supplier and considering the nature of the Processing and information available to the Supplier, including without limitation, in Customer assessment risks that could adversely impact the protection of Personal Information when it is transferred to the Supplier if operating outside of Canada.

7.5 Assist Customer with audits from Supervisory Authority

- (a) The Supplier will provide reasonable assistance to the Customer with audits from Supervising Authorities or other competent data privacy authorities, which the Customer reasonably considers to be required of the Customer by related Data Protection Laws. The Supplier's obligations under this clause 7.5(a) are solely in relation to Processing of Personal Data by the Supplier and considering the nature of the Processing and information available to the Supplier.

8 **Deletion or return of Personal Data**

- 8.1 Subject to clauses 8.2 and 8.3, the Supplier will, within thirty (30) calendar days of the date of expiration or termination of Services involving the Processing of Personal

Information (the "End of Processing Date"), securely destroyed, erased, or rendered anonymous all copies of the Personal Information unless otherwise required by the relevant Data Privacy Laws.

8.2 Subject to clause 8.3, the Customer may in its absolute discretion by written notice to the Supplier within thirty (30) calendar days of the End of Processing Date require the Supplier to:

- (a) return a complete copy of all Personal Information to the Customer by secure file transfer in such format as is reasonably notified by the Customer to the Supplier; and
- (b) delete and procure the deletion of all other copies of Personal Information Processed by the Supplier. The Supplier will comply with any such written request within thirty (30) calendar days of the End of Processing Date.

8.3 The Supplier may retain Personal Information to the extent required by Applicable Laws and only to the extent and for such period as required by Applicable Laws and always provided that the Supplier will:

- (a) ensure the confidentiality of all such Personal Data;
- (b) ensure that such Personal Information is only processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

8.4 The Supplier will provide written certification to the Customer that it has fully complied with this clause 8 within thirty (30) calendar days following the End of Processing Date.

9 **Audit rights**

9.1 Subject to clauses 9.2 to 9.4, the Supplier will make available to the Customer on request all information necessary to demonstrate compliance with this attachment, and will allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of Personal Information by the Supplier.

9.2 Information and audit rights of the Customer only arise under clause 9.1 to the extent that a Contract does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Laws.

9.3 The Supplier may, on reasonable grounds, object to the proposed auditor in which case the Customer will propose an alternate auditor.

- (a) The Customer will give the Supplier reasonable notice of any audit or inspection to be conducted under clause 9.1 and will make (and ensure that its auditor makes) reasonable endeavours to avoid causing any damage, injury or disruption to the Supplier's premises, equipment, personnel and business while its personnel are on those premises during such an audit or inspection. The Supplier need not give access to its premises for the purposes of such an audit or inspection for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which:

- i. the Customer reasonably considers necessary because of genuine concerns as to the Supplier's compliance with this attachment; or
- ii. the Customer is required or requested to carry out by Data Protection Law, a Supervisory Authority or any similar regulatory authority responsible for the enforcement of Data Protection Laws in any country or territory, where the Customer has identified its concerns or the relevant requirement or request in its notice to the Supplier of the audit or inspection.

10 **Training and Policies**

10.1 The Supplier will in accordance with these terms and conditions and the relevant Data Protection Laws:

- (a) Implement organizational procedures to protect Personal Information;
- (b) Establish procedures to receive and respond to complaints and inquiries;
- (c) Train Supplier's employees and staff and communicate with them and provide information about its policies and practices; and
- (d) Develop information to explain the Supplier's policies and procedures.

10.2 The Supplier will comply will all reasonable policies and procedures provided by Customer in writing prior to the commencement of a Contract, to protect the Personal Information.

11 **Order of precedence**

11.1 Nothing in this attachment reduces the Supplier's obligations under a Contract in relation to the protection of Personal Information or permits the Supplier to Process (or permit the Processing of) Personal Information in a manner which is prohibited by the Contract.

11.2 Subject to clause 11.1, in the event of inconsistencies between the provisions of this attachment and the other parts of these terms and conditions or any Associated Agreement, the provisions of this attachment will prevail.

12 **Changes in Data Protection Laws**

12.1 The Customer may by at least 30 calendar days' written notice to the Supplier propose any other variations to this attachment which the Customer reasonably considers to be necessary to address the requirements of any data protection law.

12.2 If the Customer gives notice under clause 12.1:

- (a) the Supplier will promptly co-operate (and require affected Sub-processors to promptly co-operate) to ensure that equivalent variations are made to the agreements made under clause 5.3; and
- (b) the Customer will not unreasonably withhold or delay agreement to any consequential variations to this attachment proposed by the Supplier to protect the Supplier against additional risks associated with the variations made under this clause 12.2.

12.3 If the Customer gives notice under clause 12.1, the parties will promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in the Customer's notice as soon as is reasonably practicable.

13 Definitions

In this attachment:

"Individual" means an identified or identifiable natural person, or any updated definition of this term from time to time in the applicable Data Privacy Laws;

"Services" means, for the purposes of this Attachment, the products, services and/or deliverables (as applicable) and any related services supplied to or carried out by or on behalf of the Supplier for the Customer under a Contract;

"Sub-processor" means any person (including any third party, but excluding an employee of the Supplier or any of its sub-contractors) appointed by or on behalf of the Supplier to Process Personal Information on behalf of the Customer in connection with a Contract;

The term "Supervisory Authority" has the meaning given to that term in the Data Privacy Laws.