

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the “**Agreement**”) are applicable to any statement of work (the “**Statement of Work**” or “**SOW**”) entered into with **WHITE TUQUE INC.** (the “**Company**”) which explicitly references these term and conditions. When used herein, the term “**Client**” refers to the person entering into the SOW with the Company and the term “**Parties**” refers to the Client and the Company. Any capitalized terms used and not defined herein shall have the meaning ascribed to them in the Statement of Work.

1. Conflict. If indicated as such in the Statement of Work, the Managed Services terms and conditions set forth at <https://whitetuque.com/terms/> will also apply to such Statement of Work (the “**Managed Services Terms**”). In the event of any conflict between this Agreement, the Managed Services Term, or the applicable Statement of Work, the order of prevalence shall be as follows: the Managed Services Terms, the Statement of Work, and then this Agreement.
2. Services. The Company agrees to perform the services as are outlined on the Statement of Work (the “**Services**”).
3. Authorized Representative. The representative designated in the Statement of Work for each Party (if any, each a “**Representative**”), shall be entitled to communicate and act on behalf of the applicable Party hereunder, such that the instructions of the Representative of a Party shall be binding on such Party. The Representative of each Party hereunder shall be as set forth in an applicable Statement of Work and may be changed only by the provision of written notice hereunder.
4. Schedule. To the extent that a project schedule or timeline (a “**Schedule**”) is specified in the Statement of Work, the Company shall provide the Services according to the Schedule (subject to adjustments as set forth herein), and to the extent it is necessary, Client agrees to cooperate in good faith and to do such things as are reasonably required to allow the Company to comply with the Schedule.
5. Changes. Changes to the Statement of Work (a “**Change**”) may only be made if agreed to in writing by the Parties. Any requested alteration to the Service which materially impacts the resources required to be used (inclusive of time, money, and personnel) by the Company to deliver the Services qualifies as a Change hereunder.
6. Client Obligations. The Client shall cooperate in good faith with the Company to facilitate the delivery of the Services. The Client shall perform all client obligations specified in the Statement of Work (each a “**Client Responsibility**” and collectively, the “**Client Responsibilities**”). In the event the Client is delayed in fulfilling any of the Client Responsibilities, in addition to any other rights or remedies available to Company hereunder, the Company shall be entitled to extend the Schedule (if applicable) by the amount of time equal to the length of such delay and otherwise shall not be liable for any delays or deficiencies in the provision of the Services occasioned by the Client’s failure to fulfill the Client Responsibilities.
7. Assumptions. The provisions of the Statement of Work are subject to the assumptions (the “**Assumptions**”) set forth therein being true as of the applicable time specified (or if no such time is specified, as of the date of the SOW). In the event that any of the Assumptions shall fail to be true, the Company shall be entitled to terminate the Statement of Work on the terms of Section 13.a below. Notwithstanding the foregoing, in the event that any of the Assumptions shall fail to be true as of the applicable time and the Company does not terminate such Statement of Work, the Company and the Client shall use their reasonable efforts to negotiate an amendment to the Statement of Work that accounts for any additional resources that will need to be

devoted to by the Company to the provision of the Services due to the Assumptions (or any one of them) failing to be true at the applicable time.

8. Non-Exclusivity. Company shall have the right to perform other work or other services for any third party during the Term (as hereinafter defined).
9. Remuneration. In consideration of the performance of the Services by the Company, the Client shall pay to the Company the fees set forth in the Statement of Work (the “**Fees**”). Unless otherwise indicated, (i) all dollar amounts referred to herein and in the Statement of Work are expressed in Canadian dollars; and (ii) the Fees do not include applicable taxes. Overdue Fees shall bear interest at the rate of 10% per annum. The Company reserves the right to withhold or suspend provision of any Services in the event that the Client is in default of the terms of this Agreement, the Statement of Work, the Managed Services Terms (if applicable), or any other agreement to which the Company and the Client are a party until such default has been cured.
10. Deposit. If a deposit is required under the Statement of Work (a “**Deposit**”), the Client shall pay the Deposit prior to the commencement of any Services by the Company thereunder. Deposits shall be held by the Company and applied towards its invoices hereunder as they become due in accordance with the terms of this Agreement.
11. Expenses. Client shall reimburse Company for the expenses outlined in the Statement of Work or as approved in writing by the Client.
12. Term. The term (the “**Term**”) of this Agreement shall commence on the date on which the Statement of Work is signed and will continue until terminated by either Party pursuant to the terms of Section 13 of this Agreement or the terms of the Statement of Work (if applicable).
13. Termination. The Statement of Work may be terminated:
 - a. by either Party if the other Party fails to perform any of its obligations under this Agreement, the SOW, the Managed Services Terms (if applicable), or if there is a material breach by such Party of the terms of this Agreement, the SOW, or the Managed Services Terms (if applicable) and such Party fails to cure such default within ten (10) days from receipt of notice of such default by the non-defaulting Party;
 - b. by the Company in the event that the Client fails to perform any of its obligations under any agreement entered into by and between the Company and the Party, including, but not limited to, any software license purchase agreements;
 - c. by either Party for convenience on thirty (30) days’ written notice to the other Party;
 - d. by either Party upon the bankruptcy or insolvency of the other party (the “**Insolvent Party**”), or the filing against the Insolvent Party of a petition in bankruptcy, or the making of an assignment for the benefit of creditors by the Insolvent Party, or the appointment of a receiver or trustee for the Insolvent Party or for any assets of the Insolvent Party, or the institution by or against the Insolvent Party of any other type of insolvency proceeding under the *Bankruptcy and Insolvency Act* (Canada) or otherwise; or

- e. upon the conclusion of the Services to be provided under the Statement of Work unless the term of the Statement of Work is to automatically renew as set forth therein.

14. Events Upon Termination. Upon termination of the Statement of Work:

- a. in the event that the Client terminates the Statement of Work pursuant to the terms of Section 13.a or 13.d, it shall be refunded any prepaid Fees paid on account of Services to be delivered after the effective date of termination;
- b. Company shall advise Client of the extent to which performance of the Services has been completed through to such date;
- c. Client shall pay to the Company any Fees which are then due and owing, as well as any Fees for any Services provided up to the effective date of termination;
- d. Company shall promptly return to the Client all Confidential Information (as hereinafter defined), or destroy the Confidential Information if return is not practical;
- e. in the event that the Company has terminated this Agreement under Section 13.a, 13.b or 13.d above, the Company will be entitled to retain any prepaid Fees paid on account of Services to be delivered after the effective date of termination;
- f. if the Client has terminated the Statement of Work under Section 13.c above, the Client shall be obligated to pay to the Company within fifteen (15) days of termination a prorated portion of the "Term Discount" set forth in the SOW (if any), equal the portion of the expected term of the SOW is yet to elapse;
- g. any unused portion of the Deposit (if any) may be applied, at the option of either Party, to any portion of the Term Discount which is to be repaid as set forth above; and
- h. the provisions in this Agreement regarding indemnification, ownership of intellectual property, payment of Fees and confidentiality shall continue in force following termination of the Statement of Work.

15. Collection and Use of Information.

- a. The Client shall remain the sole owner and custodian of all of data to which it grants the Company access or which it transmits directly to the Company, including, but not limited to, any customer or personnel information or any personal information whatsoever which the Company may have access to in connection with the provision of the Services hereunder. The Client shall not transmit or provide access to the Company any personal information other than as requested by the Company from time to time or as is reasonably required for the Company to provide the Services.
- b. The Client shall be responsible for ensuring that all of its information complies with applicable data collection and usage laws, regulations, orders and other legal requirements ("**Data Privacy Laws**") and in furtherance of the foregoing, represents and warrants to the Company that any and all personal information to which it grants access to the Company or which it transmits to the Company is and has

been collected, stored, processed, and used at all times in accordance with Data Privacy Laws. Without limiting the generality of the foregoing, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Company for the duration and purposes of this agreement so that the Company may lawfully use, process and transfer the personal data in accordance with this agreement on the Client's behalf.

c. To the extent that the Company, at any time, accesses or is transmitted by the Client any Client data in connection with the provision of the Services hereunder, (i) the Company will access, store, process and use such information in accordance with the Data Privacy Laws; (ii) the Company shall use at least industry-standard levels of protection to ensure that the Client's data is not compromised; and (iii) the Company will adhere to the terms of its Privacy Policy, which is available at <https://whitetuque.com/terms/privacy-policy/>.

16. Compliance with Applicable Laws. Each Party shall at all times, in connection with the exercise of their rights and fulfillment of their obligations hereunder, act in accordance with all applicable laws, codes, regulations, by-laws, and similar legal requirements.
17. Advisory Services Only. The Client acknowledges that the Services are advisory in nature only. The Services are not designed to, and cannot be expected to, prevent any breaches to or faults with the Client's technology systems. The Client is responsible for maintaining their own technology systems and while they may implement advice or recommendations provided by the Company, the Company shall not be liable for any deficiencies which arise with the Client's technology systems, or any attacks or breaches thereto based on reliance in part or in full on the advice or recommendations of the Company. As such, in the event that the Client makes any claims or demands or commences or threatens to commence any action against the Company for or by reason of any cause, matter or thing which are the subject matter of this Section 17, this Agreement may be raised as an estoppel to any claim, action or demand commenced. The provisions of this Section 17 do not apply to Services to which the Managed Services Terms apply.
18. Release From Liability for Simulated Attacks. In the event that the Company, in the course of providing the Services and with the authorization of the Client, conducts any simulated attacks in or with respect to the Client's technology systems or the Client's staff's usage thereof, whether in the form of a simulated "phishing" exercise or otherwise, the Client hereby releases the Company from any losses, damages, claims or demands whatsoever relating to the conduct of such simulated attacks.
19. Confidential Information. Company acknowledges that in the course of providing the Services to Client that Company may acquire Confidential Information. When used herein, the term "**Confidential Information**" shall mean any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client. Company hereby covenants and agree to treat the Confidential Information in the strictest confidence and agrees not to disclose or permit disclosure of same to any third party either during or after the Term (except to Company's professional advisors who are under a duty of confidentiality to Company) and will not use the Confidential Information other than as is required to perform its duties hereunder. Notwithstanding the foregoing, nothing herein shall preclude Company from disclosing Confidential Information if such disclosure:
 - a. is or becomes known to the public generally through no wrongful act of Company or Company's employees, agents, or representatives;

- b. is received by Company from a third party who is not under an obligation of confidentiality to Client or who has an obligation of confidentiality to Client of which Company is not reasonably aware; or
- c. is required to be provided pursuant to a subpoena, civil investigative demand, or similar process or pursuant to applicable law, regulation, code, or by-law.

20. Ownership of Work Product.

- a. Company agrees to disclose promptly, fully and in confidence to Client, any and all products designed or produced by the Company during the Term in the performance of the Services hereunder and any data collected or produced by the Company in connection therewith (collectively, the “**Works**”). Subject to the full payment of the Fees hereunder, all Works shall be Client’s sole and exclusive property. To confirm such ownership by Client of the copyright in Canada and elsewhere in the world, Company hereby sells and assigns to Client, the entire right, title and interest for Canada and all other countries in and to the copyright in and to the Works as well as the right to receive any copyright registrations for the Works. Notwithstanding the foregoing, Works do not include the Company’s Pre-Existing Works (as defined below).
- b. Notwithstanding the fact that the Client shall have ownership of the Works in accordance with the Terms of this Agreement, the Works shall be considered to be Confidential Information hereunder and as such, shall not be shared by the Client except in accordance with the provisions of Section 19. Notwithstanding the foregoing, there shall be no restrictions on how the Client makes use of the Works provided that such use is for the Client’s internal purposes only.
- c. The Company retains its moral rights in and to the Works and as such, the integrity of the Works shall be maintained by the Client and the Company shall be reasonably attributed as the author and creator of the Works.
- d. The Client shall, in addition to any other indemnification obligations set forth herein, indemnify the Company against any and all claims, actions, damages, cost, and losses which the Company may suffer or incur resulting from the modification and/or distribution of the Works in contravention of the provisions of this Agreement, including all costs and expenses, including legal fees and disbursements on a solicitor and client basis.
- e. Subject to the payment of Fees hereunder, Company hereby grants to Client a non-exclusive, royalty-free, irrevocable, perpetual license to use any computer system designs, documentation, inventions (whether or not patentable or reduced to practice), developments or like materials, trade secrets, data, processes, methods, improvements, document templates and formats, or enhancements that are Company’s pre-existing property, or that are created by the Company other than in the course of delivering the Services (the “**Pre-Existing Works**”), which are included in the Services. This license may be sublicensed or assigned to any licensee(s) or assignee of the respective Services (if applicable). Client hereby confirms that, subject to the license granted hereunder, that Company shall retain the entire, right, title and interest for Canada and all other countries in and to the Pre-Existing Works and any intellectual property rights related thereto.
- f. Subject to the payment of Fees hereunder, in furtherance of the assignments of intellectual property provided hereunder and at any time upon Client’s request, and in the form and manner prescribed by

it, Company shall execute all such documents as are necessary or desired by Client to confirm the assignment of such intellectual property to Client of any and all rights, title and interest (including all intellectual property rights) in and to all of the Works, throughout the world, including reversionary interests and rights of renewal in and to the copyright to the Works, including the right to create derivative works which modify or alter the Works, and all patent and design right to the Works, including the right to file patent applications, all at the Client's sole cost and expense.

- g. Company hereby represents and warrants to the Company that the Works shall not infringe on the intellectual property or other proprietary rights of any third parties.
- h. The Client grants to the Company a revocable, sub-licensable, non-transferable, non-exclusive, royalty-free, worldwide limited licence for the term of this Agreement to use, exploit, copy, reproduce, manufacture, sub-license, modify, improve, enhance and make derivative works of the Client's intellectual property and Works solely to the extent necessary to enable the Company to comply with its obligations under this Agreement.

21. Indemnification. Subject to the limitation of liability provisions herein, the Parties agree to indemnify and save one another harmless from and against any and all claims, actions, damages, cost, and losses which a Party suffers or incurs resulting from the breach of any of the other party's obligations, covenants, representations, and warranties under this Agreement, the Statement of Work, or the Managed Services Terms (if applicable) including all costs and expenses, including legal fees and disbursements on a solicitor and client basis. The Client agrees that, without limiting the generality of the foregoing, the foregoing indemnification obligations specifically apply to any breach by the Client of the provisions of Section 20.c and the requirement of the Client to maintain the integrity of the Works. Indemnification obligations shall survive any expiration or termination of the SOW.

22. No Warranties. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE SOW, COMPANY MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. COMPANY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY PROVIDING PRODUCTS OR SERVICES TO CLIENT.

23. Limitation of Liability. NOTWITHSTANDING THE FOREGOING, NEITHER PARTY'S LIABILITY WITH ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOW, OR THE MANAGED SERVICES TERMS (IF APPLICABLE) WILL EXCEED THE AMOUNT PAID BY CLIENT HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING

DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS HEREUNDER OR TO LIABILITY ARISING FROM BREACHES BY EITHER PARTY OF THEIR OBLIGATIONS UNDER SECTION 15 (COLLECTION AND USE OF INFORMATION), SECTION 16 (COMPLIANCE WITH APPLICABLE LAWS), SECTION 19 (CONFIDENTIALITY), OR SECTION 20 (OWNERSHIP OF WORK PRODUCT). NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS THE LIABILITY OF EITHER PARTY FOR FRAUD OR FRAUDULENT MISREPRESENTATION.

24. Force Majeure. Neither Party shall have any liability to the other under this Agreement, the SOW, or the Managed Services Terms (if applicable) if it is prevented from, or delayed in, performing its obligations under this Agreement or any Statement of Work made hereunder, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (including any industrial disputes involving the workforce of the Company), act of God, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a "**Force Majeure Event**"), provided that the other Party is notified of such an event and its expected duration; and it uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned, and that if the period of delay or non-performance continues for three (3) months or more, the Party not affected may the Statement of Work by giving not less than 14 days' written notice to the other Party.
25. Subcontractors. The Company shall be entitled to subcontract some or all of the Services to be provided hereunder provided that: (i) any subcontractor contracted to perform Services on the Company's behalf (each a "**Subcontractor**") shall be bound by obligations of confidentiality and indemnification at least equal to those set forth herein; and (ii) the Company shall be responsible for all of the actions of the Subcontractor as if such Subcontractor were an employee of the Company.
26. Dispute Resolution.
- a. If a dispute arises under or in connection with this Agreement, the SOW, or the Managed Services Terms (a "**Dispute**"), other than a Dispute arising out of any amount due to a Party, then before bringing any legal proceedings or commencing any other alternative dispute resolution procedure in connection with such Dispute, a party must first give written notice (a "**Dispute Notice**") of the Dispute to the other party describing the Dispute and requesting that it is resolved under the dispute resolution procedure described in this Section 26.
 - b. If the Parties are unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, each Party shall promptly (and in any event within five business days) appoint a representative who has authority to settle the Dispute (**Designated Representative**).
 - c. Acting reasonably and in good faith the Designated Representatives shall discuss and negotiate to resolve the Dispute, including agreeing the format and frequency for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one Party to the other Party shall be complied with as soon as reasonably practicable).
 - d. If the Parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, either Party may proceed with any other available remedy.

- e. Notwithstanding any other provision of this agreement, a Party may seek interim or other equitable relief necessary (including an injunction) where damages would be an inadequate remedy.

27. Miscellaneous.

- a. Enurement. This Agreement, the SOW, and the Managed Services Terms (if applicable) shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and assigns.
- b. Assignment. Neither Party may assign the Statement of Work without the prior written consent of the other Party.
- c. Amendment. No amendment, supplement, modification or waiver or termination of this Agreement, the SOW, or the Managed Services Terms (if applicable) and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by all Parties hereto.
- d. Severability. In the event that any provision in this Agreement, the SOW, or the Managed Services Terms (if applicable) shall be deemed invalid by a court of competent jurisdiction, the remaining provisions, or parts hereof, shall be and remain in full force and effect.
- e. Entire Agreement. This Agreement, the SOW, and the Managed Services Terms (if applicable) made hereunder constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions of the Parties. There are no warranties, covenants, representations, or other agreements between the Parties in connection with the subject matter of this Agreement, the SOW, or the Managed Services Terms (if applicable) except as specifically set forth herein.
- f. Interpretation. Section numbers and headings contained in this Agreement, the SOW, and the Managed Services Terms (if applicable) are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- g. Governing Law. This Agreement, the SOW, and the Managed Services Terms (if applicable) shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any legal proceedings arising out of this Agreement shall be brought in the Courts of Simcoe County and the Parties hereby submit to the exclusive jurisdiction thereof.

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