

## CONTRACTOR AGREEMENT

THIS AGREEMENT is made as of the INSERT day of INSERT, 2024 (the “Effective Date”), between INSERT NAME (“Customer”), a corporation incorporated under the laws of INSERT and having its principal place of business at INSERT and INSERT NAME (“Contractor”), a corporation incorporated under the laws of INSERT and having its principal place of business at INSERT.

IN CONSIDERATION OF the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties (as defined below) agree as follows:

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions.

In this Agreement, the following terms shall have the meanings set forth below, unless the context requires otherwise:

“**Charges**” means fees and other amounts payable to Contractor by Customer and its applicable Affiliates for Services provided or as otherwise set forth hereunder and for certainty shall exclude Taxes.

“**Confidential Information**” of a Party means any and all material and information disclosed by or on behalf of such Party (in this definition called the “**Disclosing Party**”) or its Affiliates or their respective customers or Representatives to the other Party (in this definition called the “**Recipient Party**”) in connection with or as a result of entering into this Agreement, and information concerning or of the Disclosing Party’s or its Affiliates’ past, present and future customers, Representatives, business and operations (including the terms and existence of this Agreement). For the purposes of this definition, “information” and “material” includes know-how, data, patents, copyrights, trade secrets, processes, techniques, programmes, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, written materials, compositions, drawings, diagrams, computer programs, studies, work in progress, visual demonstrations, ideas, concepts, and other data, in oral, written, graphic, electronic, or any other form or medium whatsoever. Notwithstanding the foregoing, “Confidential Information” does not include the following information:

- (a) information which is in the public domain when it is received by or becomes known to the Recipient Party or which subsequently enters the public domain through no fault of the Recipient Party (but only after it enters the public domain);
- (b) information which is already known to the Recipient Party at the time of its disclosure to the Recipient Party by the Disclosing Party and is not the subject of an obligation of confidence of any kind;

- (c) information which is received by the Recipient Party in good faith without an obligation of confidence of any kind from a third Person who the Recipient Party had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until the Recipient Party subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received;
- (d) information which is independently developed by the Recipient Party without any use of or reference to the Confidential Information of the Disclosing Party and which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction; and
- (e) information which is not subject to an obligation of confidence of any kind when released, disclosed, made available or communicated by the Disclosing Party to a third party

**“Deliverable(s)”** shall have the meaning ascribed to such term in this Agreement form or medium.

**“Effective Date”** means the date first above written.

**“Force Majeure”** shall have the meaning ascribed to such term in Section 15.6 hereof.

**“Initial Term”** means the period commencing on the Effective Date and ending on the date which is **INSERT (X)** years following the Effective Date.

**“Personal Information”** means information concerning an identifiable individual including a customer, prospective customer or employee, officer or director of Customer.

**“Schedule”** means a schedule attached to this Agreement.

**“Services”** shall mean the services provided by Contractor hereunder, including SaaS Services, as detailed in Section 3.1 hereof. “Services” shall include any support services relating to Software or SaaS Services licensed or provided to Customer hereunder.

**“Subcontractor”** means a Person (including any directors, officers, employees, Subcontractors, consultants, agents or representatives of such Person) having a direct written contract (a **“Subcontract”**) with Contractor to perform a part or parts of the Services, or to supply goods or services to, for, or on behalf of Contractor, which goods or services are specific to the Services or any other matters covered under such direct contract.

**“Termination Date”** means the date this Agreement actually terminates, which date will be no earlier than the last day of the Termination Period.

**“Termination Notice”** means a notice of termination delivered by one Party to the other Party pursuant to Article 6 hereof.

## **1.2 Remedies Cumulative.**

Notwithstanding any other provision of this Agreement and, unless otherwise expressly stated herein, all rights and remedies of Customer and its Affiliates under this Agreement are in addition to Customer’ and its Affiliates’ other rights and remedies and are cumulative, not alternative.

## **ARTICLE 2 PROJECT GOVERNANCE AND PERSONNEL**

### **2.1 Assignment of Personnel.**

Contractor shall ensure that the Services are performed by Contractor only at all times. Should Contractor require support, it should first obtain written acceptance from Customer and describe the specific tasks that such sub-contractor would perform.

## **ARTICLE 3 SUPPLY AND PRICING**

### **3.1 Contractor Retainer.**

Subject to and in accordance with the terms and conditions hereof, including but not limited to the Business Relationship Commitments, Customer hereby:

- (1) retain Contractor and Contractor hereby accepts such retainer to perform for and on behalf of Customer and its Affiliates, during the applicable SOW Term, those services identified in a Statement of Work(collectively, the **“Services”**), including the preparation and delivery to Customer of those deliverables, reports, procedures manual(s), or work product to be produced as a result of the Services (collectively the **“Deliverables”**).;

### **3.2 Reporting.**

Contractor shall promptly provide to Customer those reports specified in the applicable Statement of Work.,

### **3.3 Services Outside the Scope of this Agreement.**

- (a) Customer may request at any time and from time to time that Contractor provide to Customer any service that is not reasonably within the scope of a Statement of Work or this Agreement, and provided that such service is reasonably within the scope of Contractor’s competence and experience, Contractor shall use all commercially reasonable efforts to comply with

such request on a timely basis and, in such event, and provided that additional resources are required, Contractor may charge, and Customer shall pay to Contractor the applicable service rates to be mutually agreed before any outside of Scope work is started.

### **3.4 Charges and Expenses.**

- (1) Subject to Subsection **Error! Reference source not found.** below, Contractor will perform the Services for and on behalf of Customer for the Charges set out from time to time in the applicable Schedule attached hereto, in the applicable Appendix, or in the applicable Statement of Work. Such Charges shall not be modified during the Term.
- (2) Contractor shall assume all out-of-pocket expenses incurred by Contractor in connection with the performance of the Services.

## **ARTICLE 4 INVOICING, PAYMENT AND DELIVERY**

### **4.1 Invoices.**

- (1) In order to be entitled to invoice Customer under this Agreement for each calendar month during which Services are provided, Contractor must first notify Customer of the amount of such invoice. Contractor may then invoice Customer for the amount stated on the invoice
- (2) Each invoice submitted by Contractor to Customer shall be in writing and shall include at least the following information:
  - (a) invoice date and number
  - (b) Contractor's full name and address;
  - (c) description of the invoiced Services and/or Products;
  - (d) the total amount due;
  - (e) payment due date;
  - (f) Contractor's Goods and Services Tax/Harmonized Sales Tax (GST/HST) registration number and any other applicable Taxes registration number;
  - (g) the portion of the total amount due which is subject to GST/HST and any other applicable Taxes; and
  - (h) if Contractor is a Non-Resident and will be rendering Services in Canada, Contractor will set out the portion of the amount due which is in respect of Services rendered in Canada.

(3) All invoices required or permitted by this Agreement shall be in written form and shall be sent via email to XXXXXXXX

(4) No additional term or condition included in any of Contractor's invoices that has not previously been agreed to in writing by Customer and/or its applicable Affiliate(s) will bind such entity/entities. No action or payment by Customer and/or its applicable Affiliate(s) will be construed as binding or estopping such entity/entities with respect to any such term or condition.

**4.2 Payment.** Subject to the terms and conditions of this Agreement, Customer will pay correct invoices within thirty (30) days of the date of receipt of invoice.

## **ARTICLE 5 CONFIDENTIALITY, PRIVACY AND SECURITY**

### **5.1 Confidentiality Covenant.**

(1) From time to time, the Confidential Information of a Party (the "**Disclosing Party**") or its Affiliates may come into the possession or knowledge of the other Party (the "**Recipient Party**"). The Recipient Party shall:

- (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Recipient Party would protect its own Confidential Information of a similar nature, but in no event with less than a reasonable degree of care;
- (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement;
- (c) not disclose the Disclosing Party's Confidential Information to any Person, except to the Recipient Party's Representatives who need to know the Confidential Information for the Recipient Party to exercise its rights or perform its obligations pursuant to this Agreement and who are bound to protect the received Confidential Information from unauthorized use or disclosure under written confidentiality obligations no less protective of Disclosing Party than those contained in this Agreement. For clarity, the Recipient Party shall be responsible for any breach of this Agreement caused by any of its Representatives; and
- (d) Notwithstanding the foregoing, the Recipient Party may disclose the Disclosing Party's Confidential Information to the extent required by law, rule, regulation or court order, provided that the Recipient Party shall use commercially reasonable efforts to: (i) promptly notify the Disclosing Party

before disclosing the Disclosing Party's Confidential Information; (ii) ensure that any such disclosure is made subject to a protective order or like order or protection that restricts public disclosure of such information to the greatest degree possible in the circumstances, and (iii) comply with the Disclosing Party's requests to oppose disclosure of its Confidential Information.

- (2) Contractor agrees that Contractor employees and Subcontractors shall not intentionally memorise software code or related documentation or other third-party information for the purpose of disclosing it to third parties, at any time during or after the Term.
- (3) Contractor acknowledges that from time to time an Ethical Wall may be specified as a requirement for the provision of Services and Contractor shall respond to such requirement in a timely and commercially reasonable manner.

## **5.2 Injunctive Relief.**

Each Party agrees that the other Party shall be entitled to seek injunctive relief to prevent breaches of the provisions of Sections 5.1 and 8.4 hereof and to seek to specifically enforce the provisions of Sections 5.1 and 8.4 hereof in addition to any other remedy to which such Party may be entitled at law or in equity. The Parties agree and stipulate that the Party seeking such relief shall be entitled to such injunctive relief without posting a bond or other security.

## **5.3 Return of Confidential Information.**

Upon the termination of this Agreement or after the expiry of the Term or any specific SOW, each Party will promptly return to the other or destroy all Confidential Information of the other which is then in its possession or control, and will remove all applicable digital representations thereof in any form from all electronic storage media in its possession or under its control (except copies made for archival or back-up purposes, which Customer and its Affiliates will destroy within one (1) year of the date of termination or expiration). Any such destruction shall render the applicable Confidential Information permanently unreadable and unrecoverable and Contractor shall provide Customer with prompt written certification of same. In addition, Customer and/or its applicable Affiliate(s) may demand the return of any of its Confidential Information at any time, and Contractor shall promptly comply with such requirement provided that if Contractor returns any Customer Confidential Information as requested by Customer and/or its applicable Affiliate(s) then it shall be released of any Service obligations that it is hampered in performing without access to such items provided that it has provided reasonable prior written notice to Customer and/or its applicable Affiliate(s) that such reduced performance would necessarily arise upon such return(s) being effected.

## **5.4 Personal Information.**

In addition to the obligations set forth above in this 5, Contractor shall: (i) hold the Personal Information secure in accordance with best industry practices and protect any received Personal Information from unauthorised disclosure by, among other measures, using and installing technological, physical and organisational security measures; (ii) if requested by Customer or one of its Affiliates, promptly correct or delete such Personal Information; and (iii) comply with all

Laws and Regulations relating to the protection and privacy of the Personal Information, including those obligations as they exist or will exist under (I) privacy rights protection and data security requirements imposed by industry self-regulatory regimes including those imposed by PCI, and (II) Laws and Regulations relating to the protection and privacy of the Personal Information, including those obligations as they exist or will exist under the *Consumer Protection Act* (Ontario) and the *Personal Information Protection and Electronic Documents Act* (Canada), as applicable, as well as those obligations established by the Canadian Radio-television and Telecommunications Commission. Contractor shall not disclose any Personal Information to any third party whatsoever. All Personal Information shall be the exclusive property of Customer or its Affiliates, as the case may be, and Customer and its Affiliates hereby grant permission to Contractor to use such Personal Information solely for the purpose of carrying out its obligations pursuant to this Agreement. Contractor shall not use any Personal Information for any other marketing, preference tracking or other purposes not directly related to its performance of its obligations pursuant to this Agreement. Upon either the completion of the Term or the termination of the applicable SOW or expiry of the applicable SOW Term, Contractor shall destroy all copies (whether in electronic or other form) of all Personal Information in its possession and provide Customer and/or its applicable Affiliate(s) with certification from the appropriate senior executive of Contractor of such destruction.

## **ARTICLE 6 TERM AND TERMINATION**

### **6.1 Term.**

Unless terminated earlier by either Party in accordance with this Agreement, this Agreement will commence on the Effective Date and will continue for the Initial Term., Termination.

- (1) Customer shall have the right to terminate all or any part of this Agreement including all or any part of the SOWs forthwith upon written notice to Contractor in the event that:
  - (a) Contractor defaults in the performance or observance of any of its material obligations under this Agreement or fails to the reasonable satisfaction of Customer to correct any material deficiency under this Agreement or in the applicable SOW, in the performance of the Services under this Agreement, and fails to cure such default or deficiency within fifteen (15) Business Days of receiving written notice of such default or deficiency from Customer;
  - (b) Contractor commits an Act of Insolvency;
  - (c) Contractor fails to meet any SOW Termination Key Milestone date and fails to cure such default within ten (10) Business Days of receiving written notice of such default from Customer whereupon, if requested by Customer, Contractor shall promptly refund or credit, at Customer' sole discretion, to Customer the aggregate of all amounts then paid and waive the right to any amount payable by Customer in respect of such SOW;

- (d) A third-party infringement claim is identified
- (2) Notwithstanding any other provision of this Agreement and without prejudice to any other rights or remedies Customer may possess and subject to the provisions of the applicable Appendix, in the event that Customer wishes/wish to terminate this Agreement and/or a Statement of Work in whole or in part for reasons unrelated to Contractor's performance ("**termination for convenience**"), Customer shall be entitled to do so provided that Customer and/or its applicable Affiliate(s): (a) gives/give Contractor a minimum of thirty (30) days' advance written notice of such termination (or such longer period as may be agreed and set forth in an applicable Statement of Work); and (b) pays Contractor the Charges as established pursuant to the applicable Statement of Work through to the termination effective date. The Parties agree that the foregoing payments shall be Contractor's only remedy in the event of a termination pursuant to this Section excluding any unpaid invoices due Contractor, and Contractor acknowledges that the payment made pursuant to this Section is in complete and final satisfaction of any and all Customer liabilities to Contractor related to the termination for convenience. Contractor shall not make a claim for damages, losses, liabilities, penalties, fines, assessments, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on a full indemnity basis), proceedings, demands and charges whether arising under statute, contract or at common law of any kind as a result of or in connection with the termination for convenience by Customer pursuant to this Section
- (3) Contractor shall have the right to terminate this Agreement forthwith upon written notice to Customer if Customer defaults in its undisputed payments under this Agreement and fails to cure such default within thirty (30) Business Days of receiving written notice of such default from Contractor. Contractor acknowledges and agrees that the foregoing right of termination will be its sole and exclusive right of termination under this Agreement.

## **ARTICLE 7**

### **GENERAL**

#### **7.1 Notices.**

Every notice provided for in this Agreement shall be written and directed to the Party to whom delivered or given and shall be delivered or given at:

- (a) if to Contractor, to:

**INSERT**

- (b) if to Customer and/or one of its Affiliates, to:



Customer

Attention: Email:

Each such notice shall be:

- (i) personally delivered;
- (ii) sent by e-mail with return receipt requested, or other direct written electronic means; or
- (iii) sent by registered mail.

## **7.2 Entire Agreement.**

This Agreement, together with any Exhibits, Appendices and Schedules attached to this Agreement, and any agreements and documents that are signed by the Parties and in which it is expressly stated that such document forms part of this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of any of the Parties in respect of the subject matter hereof. There are no conditions, representations, warranties or other agreements between the Parties in connection with the subject matter of this Agreement, whether oral or written, express or implied, statutory or otherwise, except as specifically set out in this Agreement.

## **7.3 Waiver.**

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach, non-observance or by anything done or omitted to be done by another Party. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance (whether of the same or any other nature).

## **7.4 Severability.**

Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction and appropriate amendments shall be made to this Agreement to put the Party who is disadvantaged by such invalidity or unenforceability in the same financial position as if no provision hereof were invalid or unenforceable. The Parties agree to immediately negotiate in good faith a replacement for any such provision in order to preserve the interests of the Parties to the extent permitted by law.

## 7.5 Governing Law and Attornment.

This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of Alberta, without regard to its conflict of laws provisions, and the federal laws of Canada applicable therein. Subject to **Error! Reference source not found.** hereof, each Party (i) irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of Alberta for the purpose of any suit, action or other proceeding arising out of this Agreement.

## 7.6 Force Majeure.

- (1) If and to the extent that a Party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident or act of God, act of war (declared or undeclared), act of terrorism or other violence, epidemic, outbreak of pandemic, failure of a telecommunications network necessary for Contractor delivery of Services or earthquake, but, for greater certainty, does not include financial inability or the failure to perform obligations solely as a result of the fact that to do so will result in economic loss or hardship of the affected Party, and such non-performance, hindrance or delay could not have been prevented by reasonable precautions (including in the case of Contractor, its proper planning and execution of Disaster Recovery Plan(s)/Business Continuity Plan(s)) (each, a "**Force Majeure Event**"), then the non-performing, hindered or delayed Party will be excused from such non-performance, hindrance or delay, as applicable, of those obligations to the extent that they are affected by the Force Majeure Event for as long as such Force Majeure Event continues, and such Party:
  - (a) provides prompt written notice of the occurrence of the Force Majeure Event to the other Party;
  - (b) uses reasonable commercial efforts to either remedy the delay or failure or to establish a work-around plan to remedy the delay or failure in a manner which minimises the disruption to the other Party and then forthwith proceed to implement and complete such work-around plan; and
  - (c) uses reasonable commercial efforts to eliminate the contingency causing the delay or failure.
- (2) If a Party claims the benefit of a Force Majeure Event, the other Party will likewise be excused from performance of its obligations hereunder on a day-for-day basis to the extent such Party's obligations are affected due to the other Party's delayed performance.
- (3) Without limiting Contractor's obligations hereunder, whenever a Force Majeure Event or Disaster causes Contractor to allocate limited resources between or among Contractor's customers, Contractor agrees it will not take actions preferential to any of its other customers to the detriment of Customer. When allocating additional

resources, Contractor agrees to treat Customer fairly in comparison with its other customers in the allocation of such resources.

- (4) Notwithstanding the foregoing, Contractor will not be entitled to relief under this Section to the extent that any event otherwise constituting a Force Majeure Event results from its negligence, fault or intentional wrongdoing or that of any Subcontractor.
- (5) Notwithstanding the foregoing, in the event that the delay or failure continues or is anticipated to continue for a period of at least fifteen (15) Business Days from the date of receipt of the notice thereof by Contractor, then at Customer' option, (i) Customer may terminate any portion of this Agreement so affected and the Charges payable hereunder shall be equitably reduced to reflect those terminated Services; or (ii) Customer may terminate the affected SOWs or this Agreement without liability as of the date specified by Customer in a written notice of termination to Contractor.
- (6) Customer shall have the right to terminate this Agreement and/or all affected SOWs forthwith upon written notice to Contractor.
- (7) If Contractor fails to perform some or all of its obligations hereunder during a period in accordance with this Agreement due to a Force Majeure Event, the Charges will be adjusted in a manner such that Customer is not responsible for the payment of any Charges for Services that Contractor fails to provide in a manner that meets or exceeds the Service Levels. Where Services are partially performed or provided, the Charges for the period of the Force Majeure Event will be adjusted on an equitable basis taking into account, among other things, the duration and level of Service degradation. Additionally, Contractor will not have the right to any additional payments from Customer for costs or expenses incurred by Contractor as a result of any Force Majeure Event, and Customer may withhold from any amounts otherwise payable to Contractor in the future, or deduct the amount that would otherwise be payable currently to Contractor for the Services.

## **7.7 Successors and Assigns.**

- (1) This Agreement shall enure to the benefit of, and shall be binding on, the Parties and their respective successors and permitted assigns, provided that Contractor may not assign this Agreement or any of its rights or obligations hereunder, including its rights and obligations in respect of one or more Statements of Work or Order Forms, without the prior written consent of Customer, such consent not to be unreasonably withheld or delayed. No such permitted assignment by Contractor of this Agreement or any of its rights or obligations hereunder shall relieve Contractor from any of its obligations under this Agreement. Contractor acknowledges that, for the purposes hereof, a change in Control of Contractor shall be considered an assignment for which Customer' prior written consent is required.

- (2) Customer and its Affiliates may assign this Agreement or any of their rights or obligations hereunder, including its rights and obligations in respect of one or more Statements of Work, provided the assignee agrees in writing to assume and be bound by all or the assigned portion of Customer' or its Affiliates' obligations under this Agreement, whereupon Customer and/or the assigning Customer Affiliate(s) shall be released from all or such assigned portion of its obligations under this Agreement.

#### **7.8 Relationship of Parties.**

Each of the Parties are independent contractors. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

#### **7.9 Effective Date.**

This Agreement shall not become a valid and binding agreement between the Parties unless and until each Party has duly executed and delivered to the other Party one copy of this Agreement. For greater certainty, there shall be no agreement between the Parties concerning all or any part of the subject matter of this document, whether oral, written, express, implied or otherwise and whether such agreement might otherwise arise by course of conduct, doctrine of part performance, or otherwise, and notwithstanding any performance between the Parties concerning the subject matter of this document unless and until each Party has duly executed and delivered to the other Party one copy of this Agreement.

#### **7.10 No Exclusivity.**

Notwithstanding any other provision of this Agreement, Contractor acknowledges and agrees that this Agreement in no way limits or prohibits Customer from purchasing, deploying or using any services, products or technology from any other person, or from using any other person other than Contractor to support or maintain any equipment, software or other item which may be acquired by Customer hereunder.

#### **7.11 Counterparts.**

This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

**BY SIGNING BELOW**, the Parties agree to be bound by the terms of this Agreement as of the Effective Date.

**CUSTOMER**

Per:

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Name:

Title:

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Name:

Title:

We have authority to bind the Corporation.

**CONTRACTOR**

Per:

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Name:

Title:

I have authority to bind the Corporation.

**SCHEDULE 1**  
**STATEMENT OF WORK**  
**PRICING/RATE CARD**