UEAT Terms and Conditions

These are the UEAT Terms and Conditions ("**Terms and Conditions**") referenced in, and incorporated into, your Agreement.

1. Definitions

In addition to the terms defined in Agreement, for the purposes of these Terms and Conditions, the following capitalized words have the respective meanings specified below:

"**Affiliate**" means any Entity that controls, is controlled by, or is under common control with a party, including its subsidiaries. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an Entity, whether through ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of 50% or more of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an Entity shall be deemed to constitute "control" of the Entity.

"**Agreement**" means (i) the document signed by you and Moneris relating to the UEAT Services (the "**Commercial Summary**"); (ii) these Terms and Conditions; and (iii) all additional Schedules applicable to your UEAT Services, which can be found on our website at https://www.moneris.com/en/legal/terms-conditions (the "**Schedules**"), as each may be amended, restated, supplemented or otherwise modified from time to time.

"**Applicable Laws**" means all laws, legal or administrative codes, statutes, ordinances, regulations, judgments, writs, injunctions, rulings or orders, decrees and orders of any governmental authority which may be applicable to you, us or the UEAT Services, including any federal and provincial privacy laws relating to the collection, use, storage, or disclosure of Personal Information.

"**Business Day**" means any day other than Saturday or Sunday, on which banks are open for business in Toronto, Ontario.

"**Confidential Information**" means confidential or proprietary information including the terms of the Agreement, the Fees or any other pricing information, any Service Documentation provided to you by us that are not publicly available, UEAT Intellectual Property, Subscriber Data, invoices, information concerning UEAT Equipment, advertising, marketing, designs, plans, specifications, software and programs or methods of the operation of UEAT Equipment and financial information.

"**Content**" means any information, materials, trademarks, service marks, logos, graphics, images, designs, plans, information, audio, video, and audio-visual materials and other content provided by, or on behalf of, Subscriber to UEAT in connection with the UEAT Services.

"**Entity**" means a corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.

"**Fees**" mean all fees, charges and other amounts applicable to the Services we provide to you as set out in the Commercial Summary, these Terms and Conditions and any applicable Schedule, or as we may otherwise advise you about from time to time (including without limitation any applicable implementation and POS integration fees), plus any applicable taxes.

"**Go Live Date**" means the date on which the UEAT Services is available to you for use (after training and implementation services have been completed) or 30 days from your acceptance of the Agreement, whichever is first.

"**Indemnitees**" has the meaning ascribed to that term in Section 10.

"**Initial Term**" means the period of time after the Go Live Date set out in your Commercial Summary.

"**Losses**" means damages, losses, liabilities, costs, interest, expenses (including taxes), fines, penalties, assessments, fees (including reasonable legal fees, professional fees and related costs).

"**Subscriber Data**" means any data or information provided by, or on behalf of, Subscriber to UEAT in connection with the provision of the UEAT Services, including any data shared with us to complete orders with your Patrons.

"**Patron**" means any customer using the UEAT Services to place an order with you.

"**Personal Information**" means information about an identifiable individual, but does not include the name, title or business address or telephone number of an employee of an organization.

"**Renewal Term**" means each subsequent six month term of the Agreement following the Initial Term.

"**Schedule(s)**" means the respective additional terms and conditions applicable to your UEAT Services which can be found at https://www.moneris.com/en/legal/terms-conditions, as each of them may be amended, restated, supplemented or otherwise modified from time to time.

"**Service Documentation**" means, where applicable, the then-current implementation guide, technical integration requirements and documentation, user manuals, training materials, help files, and other documentation regarding the UEAT Services, in written or electronic form, and as modified by UEAT from time to time.

"**Subscriber**" means the subscriber whose information is set out on the Agreement.

"**Term**" means the Initial Term and any Renewal Term.

"**Third Party Services**" means any and all products, applications, software or services, networks provided by any third party to which the UEAT Services may link to enable a connection or integration, including the Third Party Direct Delivery Services.

"**Third Party Direct Delivery Services**" means UEAT direct delivery services enabling you to offer delivery of orders to your Patrons directly from the UEAT Services through your account with the applicable third party.

"**UEAT**" means Moneris Solutions Corporation.

"**UEAT Equipment**" means any tablets and other hardware or equipment provided by UEAT under the Agreement for your use with the UEAT Services, as identified in your Agreement. For greater certainty, any kiosks are provided to you by Moneris under separate contract, and not the Agreement.

"**UEAT Intellectual Property**" has the meaning ascribed to that term in Section 14.

"**UEAT Services**" means UEAT's digital ordering and order management solutions for restaurants, as identified in your Agreement, including those computer programs and applications embedded in the UEAT Equipment, all mobile applications and integrations into Moneris' payment processing services and/or Third Party Services. For greater certainty, you acknowledge that, if applicable, Moneris' payment processing services are provided to you under a separate contract and not the Agreement, and are not included within the UEAT Services.

"**We**", "**us**" and "**our**" means Moneris Solutions Corporation.

"**You**" and "**your**" means the Subscriber.

2. UEAT's Responsibilities

Subject to Subscriber's timely compliance with Section 2 and with your ongoing compliance with your Agreement, including these Terms and Conditions, UEAT will:

a) make the UEAT Services available to Subscriber in accordance with the Agreement and the Service Documentation; and

b) if required, provide setup, integration, and maintenance support and assistance to Subscriber with respect to the UEAT Services and UEAT Equipment, in accordance with the Agreement. For greater certainty, you acknowledge that you, and not UEAT, are responsible for providing all ongoing assistance and customer support to your Patrons, and for responding to any inquiries or complaints by your Patrons arising out of their use of UEAT Services and UEAT Equipment and your business' menu items and services.

3. Subscriber's Responsibilities

Subscriber will:

a) provide UEAT with the required Content and Subscriber Data and any other set-up or integration information or assistance requested by UEAT or required in accordance with the Service Documentation;

b) access and use the UEAT Services in strict accordance with your Agreement (including these Terms and Conditions), the Service Documentation, and with all Applicable Laws, including those laws, rules and obligations relating to your business and/or with your obligations to Patrons. Although UEAT may provide you with example privacy policies and/or

terms of use, you understand that you need to obtain independent legal advice about your obligations under Applicable Laws and that we cannot provide you with such legal advice.

4. UEAT Equipment

a) UEAT Provided Equipment.

If we provide you with Equipment, we will arrange for your Equipment to be delivered. Any Equipment we provide to you is our property and will not become a fixture under any circumstances. You will reimburse us for any loss, damage or expense resulting from (i) your misuse of the Equipment; or (ii) another person obtaining a right or an interest in any of our Equipment. You do not have the right to sub lease the Equipment. Any repairs to the Equipment that we provide must be performed by us or our designated service provider.

b) Installation of Equipment.

You agree to install, deploy and activate Equipment in accordance with the Service Documentation and any other procedures that we or our designated service provider may provide to you. On-site installation assistance is available subject to additional fees. Unless we tell you that we are ordering telecommunications facilities or you have made some other arrangement with us for them, you will make arrangements and order the telecommunications facilities needed to link Equipment with our network(s). You will pay all costs associated with this.

c) Using/Moving Equipment.

You will use all Equipment according to the Service Documentation and any other procedures that we or our designated service provider may provide to you. If the UEAT Services require or include use of downloadable software, updates to this software (new versions or features) may be performed automatically on your Equipment. You agree to reimburse us for any loss, damage or expense we incur because you did not use the Equipment according to our procedures. If you need to move Equipment to another location after it has been installed, you will get our permission in advance and return the Equipment to us so that we can issue a new replacement Equipment configured for the new location.

d) Lost or Stolen Equipment.

You will tell us promptly about any errors, malfunctions or other operational problems involving Equipment or if your Equipment is stolen, lost, damaged or used without your authorization. You are responsible for any loss, theft or damage to any Equipment we have provided to you, except for normal wear and tear. It is your responsibility to implement adequate security measures and controls to ensure the security of any Equipment in order to prevent any tampering or other fraudulent activities. You will provide timely access to allow us to inspect any Equipment that is connected to our network to verify the integrity of the associated software, firmware and/or hardware and make any necessary repairs or changes. We may, at your expense, take reasonable steps to ensure that your Equipment meets our standards.

e) Maintenance and Support.

We will rectify service and maintenance problems with any rental Equipment that we provide to you, including the provision of parts, for the term of your Agreement, provided, however, that we are not responsible for any maintenance, repairs or replacements required as a result of your negligence, willful misconduct or failure to comply with your Agreement or the manufacturer's operations manual. In addition, we will not be responsible for maintenance, repairs or replacements required as a result of telephone line problems, electrical problems, accidents, spilled liquids, vandalism, dropping, disasters such as fire, flood, wind, lightning or other acts of God, or unauthorized attachments, repairs, alterations or modifications to our rental Equipment. You agree that you will not permit any company or person, other than us or our service providers, to provide service and maintenance to our rental Equipment for the duration of your Agreement. If we need to replace our rental Equipment for any reason, we may replace it with any other rental Equipment so long as the replacement enables you to perform the services described in your Agreement.

5. Subscriber Data and Content

a) Subscriber represents and warrants to UEAT that all Subscriber Data (including all Personal Information) has been legally obtained and collected by Subscriber in compliance with all Applicable Laws, Subscriber's applicable stated privacy policies, terms of purchase and sale, return or other policies, standards and notices provided or made available to Subscriber's customers, and that Subscriber has all necessary rights and authority to disclose the Subscriber Data (including Personal Information) to UEAT to be used by UEAT to provide the UEAT Services in accordance with your Agreement.

b) Subscriber is solely responsible for the content, legality and accuracy of all Content. It is your responsibility to regularly validate the Content in order to ensure that prices, menu items and related content are accurate, and UEAT takes no responsibility for reviewing or checking the accuracy thereof. Subscriber represents and warrants to UEAT that Subscriber has all necessary rights and authority to disclose the Content to UEAT to be used by it to provide the UEAT Services in accordance with these Terms and Conditions. UEAT may, in its sole discretion, monitor your use of the UEAT Services to determine and ensure your compliance with your Agreement. UEAT may also review edit, refuse to post and/or remove any Content that we reasonably believe to be in violation of Applicable Laws or otherwise contrary to these Terms and Conditions or your Agreement.

c) Subscriber hereby grants to UEAT a non-exclusive, fully-paid, worldwide, royalty-free, transferable an sublicensable license and right, to collect, host, display, store, use, distribute, expose, handle, reproduce, transfer, disclose, modify or transmit the Subscriber Data and Content: (i) as required to provide the UEAT Services to Subscriber (including any required maintenance, technical and other support, troubleshooting, reporting, etc.); and (ii) for the other purposes permitted by section 20 and any other applicable sections of your Agreement.

6. Third Party Services

a) We are not responsible or liable for, and do not make any representations or warranties concerning, any Third Party Service, including their content, data, information or practices. The inclusion or accessibility of a Third Party Service via the UEAT Services, including via integration and/or API, does not imply any endorsement, recommendation or responsibility by us in relation to such Third Party Service. Your access and use of any Third Party Service shall be governed solely by the terms and conditions of the applicable third party that provides the Third Party Service to you. We are not liable for, and you irrevocably waive any claim against us in respect of, any damage or loss caused or alleged to be caused by your enablement, access or use of any Third Party Service.

b) If you install or enable a Third Party Service for use with the UEAT Services, you grant UEAT permission to allow the provider of that Third Party Service to access Subscriber Data and Content as required for the interoperation of that Third Party Service with the UEAT Services. UEAT is not responsible for any disclosure, modification or deletion of Subscriber Data resulting from access by a Third Party Service.

c) If you are enabling UberDirect, your enablement of the integration constitutes your express consent and agreement to the Terms of Use of Uber Direct located at https://www.uber.com/legal/en/document/?name=uber-direct-api-terms-and-conditions&country=canada&lang=en and the Uber Delivery Integration API Terms of Use contained at https://developer.uber.com/docs/businesses/terms-of-use.

7. UEAT Fees

a) In consideration of the UEAT Services, you will pay us all applicable Fees as indicated on your Commercial Summary (plus applicable taxes). We have the right to increase your Fees at any time on at least 30 days prior written notice to you.

b) If applicable, you will pay the applicable monthly Equipment rental Fee and any applicable taxes in advance, calculated from the date on which we ship your Equipment to you. You will continue to pay us the Equipment rental Fees until you return your Equipment to us and we receive it.

c) You will promptly review all invoices, and tell us in writing within 30 days of receipt about any concerns, including suspected omissions, errors or inaccurate Fees. Otherwise, you agree that all items, including Fees, listed on your invoice are correct and you release us from any claim relating to any items or Fees set out in your invoice.

8. Term and Termination

a) Term.

The Initial Term of your Agreement will begin on the Go Live Date and will continue for that period of time set out in the Commercial Summary. After the Initial Term, your Agreement will automatically renew for successive Renewal Terms of 6 months each unless either party notifies the other party at least 45 days before the end of the Initial Term or Renewal Term, that it wishes to terminate the Agreement, such termination to be effective at the end of the Initial Term or Renewal Term, as the case may be.

b) Termination for Convenience.

The Agreement may be terminated at any time by either party with sixty (60) days' prior written notice to the other party.

c) Termination for Cause.

Either party may terminate the Agreement for cause immediately on written notice to the other party if (i) the other party does not observe or act according to the terms and conditions of the Agreement, and does not cure such failure within 10 days after written notice of such failure has been given by the terminating party; or (ii) bankruptcy or insolvency proceedings are commenced by or against the other party.

d) Additional Termination/Suspension by Us.

We may also suspend or terminate the Agreement and/or any UEAT Service immediately if your use of the UEAT Services fails to comply with the Agreement or otherwise presents a security, legal or other risk to the UEAT Services, UEAT or its other customers.

e) Upon termination of the Agreement, (i) you will immediately cease using the UEAT Services; and (ii) you will return to us at your expense any Equipment in the same condition it was in when you received it except for normal wear and tear. If any such Equipment is not returned or is returned in unacceptable condition, we will charge you for the cost of replacement. For greater certainty, termination of the Agreement will not relieve you of any obligations or liabilities that have already accrued or that are otherwise stated to survive termination, and the rights and remedies of UEAT under this provision will be in addition to any other rights and remedies available to UEAT at law or in equity.

9. No Warranties. Limitation of Liability

a) The UEAT Services are provided to you on an "as is" and "as available" basis. We do not provide any warranty with respect to and specifically disclaim any warranties and conditions with respect to the operation of the UEAT Services, or particular application or use thereof, whether express, implied, statutory, or otherwise, including without limitation, the implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike service, non-infringement of third party rights, and any warranties that may arise from a course of dealing, course of performance or trade practice. We do not warrant that the UEAT Services will meet your requirements, including requirements that you may have due to your obligations under Applicable Laws. It is solely your responsibility to ensure that your use of the UEAT Services complies with all Applicable Laws, including all Applicable Laws relating to your business and/or with your obligations to Patrons. We do not warrant that the UEAT Services will be uninterrupted or error-free. For greater certainty, we are entitled at any time, and without prior notice, to interrupt your access to the UEAT Services for any reason, including without limitation for security considerations or maintenance work.

b) If, notwithstanding the foregoing, we are found liable for any Losses suffered by you arising out of, or relating in any way to, the Agreement, or the UEAT Services and UEAT Equipment that we provide to you, our liability will, in the aggregate and to the extent permitted by applicable law, be limited to actual, direct, and general monetary damages in an amount not to exceed the total Fees paid by you under the Agreement during the three (3) months prior to the time the liability arose. This limitation of liability applies regardless of the form in which any legal or equitable action may be brought against us, whether under contract, tort (including negligence) or otherwise, and the foregoing will constitute your exclusive remedy.

c) We will not be liable for any exemplary, punitive, special, incidental, indirect or consequential damages, lost profits, lost revenues, costs, lost business opportunities, loss of goodwill or expenses arising out of or in any way relating to the Agreement or the UEAT Services, including any Losses suffered by you due to the failure or disruption of the UEAT Services, even if we have been made aware of the possibility of such damages

10. Subscriber Indemnity

You agree to indemnify, defend and hold UEAT and its employees, directors, officers, subcontractors, service providers and agents (collectively, the "**Indemnitees**") harmless from any and all losses, liabilities, claims, damages, costs, judgments and expenses, including reasonable legal fees, professional fees and related costs relating to any third party action, claim, demand, dispute, suit, investigation, governmental action, judgment, or any other legal proceeding against any of them, to the extent arising from or relating to: (i) the Subscriber Data and Content; (ii) your use of the UEAT Services. This indemnity includes, but is not limited to, any losses arising from your misuse of the UEAT Services, any loss or damage to property, any injury, illness or death to any person arising out of your or any Patron's use of the UEAT Services and any claims arising from your Patrons. For greater certainty, the indemnity provided by you under this provision will survive the termination of any agreement between you and UEAT and will be binding upon your successors and assigns.

11. Modifications to the UEAT Services

é

UEAT may, at any time and from time to time, with or without prior notice, modify the UEAT Services, including without

limitation, adding new functionality or changing or removing any feature or functionality or integration. New functionality and features may be subject to additional fees. UEAT shall not be liable for any Losses of any kind incurred by you or any other party arising out of or related to any modification of the UEAT Services.

12. Confidentiality

a) Each party agrees: (i) not to disclose any Confidential Information except to its employees, advisors, auditors or service providers, who are bound by confidentiality obligations at least as strict as those contained in this Section 12; (ii) to use and reproduce any Confidential Information only to perform its obligations hereunder and for the purposes specified in the Agreement.

b) Subscriber hereby authorizes UEAT to collect, store, use, handle, reproduce, transfer, exchange, transmit or disclose to third parties your Confidential Information (including to RBC, BMO, our Affiliates, strategic partners, agents and service providers, credit and debt recovery agencies and similar parties connected to the UEAT Services, some of which may be located outside of Canada) for the following purposes: (i) to respond to your application and evaluate your eligibility for our Services and to provide you the UEAT Services; (ii) to determine your identity including matching records or credit information; (iii) to perform screenings against applicable sanctions and industry watch lists, including the MATCH System; (iv) to determine your financial situation by collecting credit and related financial information from our Affiliates, strategic partners, credit agencies, other financial institutions and from references provided by you, (v) to perform periodic credit checks to assess your continued eligibility to receive the UEAT Services from us; and to make soft inquiries on Subscriber's credit from time to time to evaluate if Subscriber qualifies for additional products which we or our Affiliates may offer to you; (vi) to detect, investigate, prevent, reduce or otherwise address fraud, security or technical issues; (vii) to enhance or improve our or our Affiliates' products or services generally; (viii) for marketing purposes, including so that we and/or our Affiliates may determine your eligibility for and offer you additional products, services or business opportunities that may be of interest to you; (ix) to perform statistical analysis, research and development activities and/or for evaluating our subscriber portfolio; (x) to meet audit, processing and security requirements; (xi) in connection with an actual or potential sale, reorganization, consolidation, merger or amalgamation of our business; and (xi) for any other purpose if required or permitted by applicable law, or if the information has been rendered unidentifiable with respect to Subscriber or any other person.

c) Nothing contained in the Agreement will be construed to restrict or impair in any way the right of the parties to disclose, use or communicate any information which: (i) is at the time of its disclosure pursuant to the Agreement generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure pursuant to the Agreement, in the lawful possession of the receiving party as evidenced in documentary form; or (iv) is acquired by the receiving party from any third party having a right to disclose to the receiving party without breach of any confidentiality obligations. Either party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the receiving party will provide the disclosing party with prompt notice of such request(s), if practicable and commercially reasonable under the circumstances and legally permissible to do so, so that it may seek an appropriate protective order or other remedy and/or waive the receiving party's compliance with these provisions. Any combination of Confidential Information will not be deemed to be within the foregoing exceptions merely because individual portions of such combination are disclosed or separately known in the public domain or known by the receiving party.

13. Privacy

The parties acknowledge that certain information collected, used and disclosed pursuant to the Agreement may constitute Personal Information. The parties agree that any such information will be collected, used, disposed, and disclosed in accordance with applicable law and their respective privacy policies. Our privacy policy, as it may be amended from time to time, can be found at the following link: https://www.moneris.com/en/Privacy-Policy. The parties agree to maintain a privacy management program that outlines physical, technical and organizational measures which ensure the protection of Personal Information that they collect, use or disclose pursuant to the Agreement. Furthermore, the parties acknowledge that in the course of providing the services contemplated in the Agreement, UEAT may use reasonably de-identified data to manage and improve the services, for aggregated statistical analysis and reporting and for any other purposes as permitted by law.

14. Intellectual Property

We retain all ownership and copyright interest in and to the UEAT Services, including any intellectual property, computer programs, documentation, technology, know-how and processes developed by us and provided to you in connection with the Agreement. We grant you a non-exclusive license to use any intellectual property, computer programs, documentation, technology, know-how and processes made available to you pursuant to the Agreement ("**UEAT Intellectual Property**") for the limited purpose of receiving the UEAT Services and exercising your rights in connection with the Agreement. This license is granted for your own use and you have no right to sub-license any UEAT Intellectual Property. You will not reverse engineer, disassemble or decompile the UEAT Intellectual Property.

15. Assigning the Agreement

The Agreement is binding on the parties and their successors and assigns. You acknowledge that we have entered into the Agreement and have determined the Fees based on our assessment of your credit risk and you agree that you will not assign the Agreement without our prior written consent.

16. Entire Agreement

The Agreement, including the Commercial Summary, these Terms and Conditions and all Schedules which are incorporated herein by reference, constitutes the entire agreement between the parties pertaining to the subject matter of the Agreement and replaces all previous agreements, arrangements and understandings between you and us concerning the UEAT Services.

Notwithstanding the foregoing, UEAT maintains certain websites and platforms (including content, functionality, software and other materials, products or solutions made available by UEAT on said websites and platforms) from time to time as a service to its merchants (collectively the "**Moneris Platforms**"). You acknowledge and agree that your access and/or use of these Moneris Platforms may be subject to terms of use posted on the respective Moneris Platform.

17. Non-Waiver of Rights and Enforcing the Agreement

You agree that our conduct, actions or failure to enforce any of the terms and conditions of the Agreement does not waive any of our rights under the Agreement, or change your obligations under the Agreement.

18. Amending these Terms and Conditions

WE CAN AMEND, RESTATE, SUPPLEMENT OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS AND ANY OF THE SCHEDULES AT ANY TIME BY GIVING YOU NOTICE PURSUANT TO SECTION 19 (INCLUDING BY POSTING THE AMENDED TERMS AND CONDITIONS OR SCHEDULE ON OUR WEBSITE) EFFECTIVE ON THE DATE STATED IN THE NOTICE. YOU ALSO ACKNOWLEDGE AND AGREE THAT THE SERVICE DOCUMENTATION MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED AT ANY TIME WITHOUT PRIOR NOTICE TO YOU. YOUR CONTINUED USE OF THE UEAT SERVICES AFTER THE EFFECTIVE DATE OF ANY AMENDMENT, RESTATEMENT, SUPPLEMENTATION OR ANY OTHER MODIFICATION TO THESE TERMS AND CONDITIONS, THE SCHEDULES OR THE SERVICE DOCUMENTATION CONSTITUTES ACCEPTANCE OF ANY SUCH AMENDMENT, RESTATEMENT, SUPPLEMENTATION OR OTHER MODIFICATION.

19. Providing Notice

Any notices or other communications under the Agreement may be delivered by us to you by any one or more of the following methods: (i) by regular or registered mail at the address that we have on record for you; (ii) by email at the email address that we have on record for you; (iii) by including them in your invoices (whether electronic or on paper); or (iII) by posting them on the UEAT Services.

Any notice or other communication under the Agreement shall be delivered by you to us by prepaid registered mail at:

Moneris Solutions Corporation
195 The West Mall Etobicoke, Ontario M9C 5K1

Notices sent by regular or registered mail will be deemed to be received 5 Business Days after mailing. Notices delivered by email will be deemed to be received on the date of transmission if it is a Business Day. If not received on a Business Day or during normal business hours, then notices delivered by email will be deemed to be received on the next Business Day following the transmission thereof. Notices delivered by including them in your statements or by posting them on Merchant Direct or other electronic reporting system or by posting them on our website will be deemed to be received on the day.

20. For Residents of Quebec

It is agreed that it is the express wish of the parties that the Agreement and any related documents be drawn up and executed in English. Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant soient rédigés en anglais.

21. Survival

Notwithstanding anything to the contrary contained herein, the rights and obligations of the parties pursuant to Sections 1

(to the extent applicable), 7, 8e), 9, 10 and 12 through 23 will survive termination or expiration of the Agreement.

22. Severability

If any covenant, section or provision, or portion thereof, of the Agreement is determined to be void or unenforceable, such void or unenforceable covenant, section or provision, or portion thereof, is hereby conceded to be severable from the balance of the Agreement; such a determination shall not, in any event, affect or impair the validity of the balance of the covenants, section or provision, nor shall it affect or impair the validity of any other covenant, section or provision herein contained.

23. Governing Law

The Agreement will be governed by the laws of the Province of Ontario. The parties agree that the courts of the province of Ontario will have exclusive jurisdiction over any matters arising from the Agreement. Each party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario.