

PURCHASE ORDER TERMS AND CONDITIONS

1. TERMS OF ORDER. These Terms and Conditions together with the terms and conditions set out on the Purchase Order issued by the purchasing entity identified therein ("**Purchaser**") (together, "**Order**"), form the entire agreement between the seller identified on the Purchase Order ("**Supplier**") and the Purchaser (together, "**Parties**") with respect to the subject matter of the Order. The Order supersedes and prevails in the event of any conflict over: (a) all prior agreements, written or verbal, between Supplier and Purchaser (except where the Purchase Order explicitly references a written agreement between the Parties, or a separate written agreement has been executed between the Parties addressing the subject matter of the Order, in which case the terms of that agreement will govern); (b) any additional or conflicting terms contained in Supplier's agreement, acknowledgment, confirmation, invoice or similar documents; and (c) any software licence terms (including for certainty any click-wrap, shrink-wrap or other license terms which purport to be accepted by clicking or by the use of the Software) that are not in writing and signed by both Parties. The Order may be amended only by a revised Purchase Order issued by Purchaser.

2. DEFINITIONS. The following terms shall have the following meanings:

a) "**Affiliates**" has the meaning set out in the *Canada Business Corporations Act*.

b) "**Confidential Information**" means all information or data belonging or relating to the business, operations, or affairs of the Purchaser and its Affiliates, and of their respective customers, clients, policyholders or employees, in oral, written, electronic or any other format, including: (i) drawings, specifications, and other copyrightable documents, (ii) technical, financial, and marketing information, (iii) equipment, trade secrets, business methods, patents, (iv) information regarding levels and patterns of consumption of services, (v) other information which Purchaser considers or marks as confidential or proprietary, and (vi) Personal Information.

Except with respect to Personal Information, Confidential Information excludes information that is (A) otherwise in the public domain through no action of Supplier or anyone for whom Supplier is responsible, (B) acquired by Supplier from a person other than Purchaser or its Affiliates without any obligation of confidentiality, or (C) independently developed by Supplier, as demonstrated by written evidence.

c) "**including**" and "**includes**" means including and includes, without limitation.

d) "**Personal Information**" means information which relates to an identified or identifiable individual, and includes any additional meaning ascribed by applicable law including the *Personal Information Protection and Electronic Documents Act* (Canada).

e) "**Purchaser Property**" means any premises or property owned or occupied by the Purchaser and/or its Affiliates.

f) "**Subcontractor**" means a third party agent, consultant, contractor or subcontractor engaged in the provision of Goods and/or Services.

g) "**Supplier Personnel**" means Supplier's employees, officers, Subcontractors and agents who are engaged in the supply of Goods or the performance of the Services.

3. REPRESENTATIONS AND WARRANTIES. Supplier represents, warrants and covenants that:

a) all goods, including any software or hardware, to be supplied by Supplier as set out in the Purchase Order ("**Goods**") and/or the services to be performed by Supplier as set out in the Purchase Order ("**Services**");

(i) will comply with all applicable laws, regulations, codes and ordinances,

(ii) will conform to the specifications, drawings, samples or other descriptions described in the Order or provided or approved by Purchaser, and will not be substituted with any other goods or services without Purchaser's written consent,

(iii) will be merchantable, of satisfactory quality, of good material and workmanship and free from defects,

(iv) will be fit for their intended purpose, and

(v) in the absence of contrary specifications, will be of the highest grade and quality.

b) Supplier will:

(i) deliver the Goods *FOB* to the Ship-To address;

(ii) perform the Services by the dates set out in the Purchase Order;

(iii) provide at its own cost, all labour, materials, machinery, equipment, tools, transportation, facilities, and services needed for the proper execution and completion of the Order, unless otherwise provided on the face of the Order;

(iv) pass through all warranties that become available on Goods before or after acceptance and instruct any third-party suppliers or manufacturers of such Goods to make Purchaser a beneficiary of such warranties;

(v) retain all data and records relating to or that are part of the Services at a location within Canada, unless the Purchaser otherwise consents in writing and in advance.

(vi) be solely responsible for the handling, transportation and disposal of all materials, substances and chemicals that Supplier or any subcontractor brings onto the Purchaser Property, and any waste resulting from the use thereof; and

(vii) not dispose or permit the release of any materials, substance or chemical (or any waste resulting from the use thereof) on Purchaser Property.

c) No liens or claims will be filed, maintained or enforced by Supplier or its suppliers or Subcontractors for any Goods or Services performed, or materials provided.

4. ACCEPTANCE.

a) Purchaser will have a reasonable period of time after delivery or performance within which to inspect and accept the Goods or Services. The receipt of or payment for the Goods or Services, will not constitute acceptance, and will not impair Purchaser's right to (i) reject nonconforming Goods or Services, (ii) recover damages and/or (iii) exercise any other remedies to which Purchaser may be entitled. Acceptance of Goods or Services will not waive any rights or remedies accruing to Purchaser as a result of any breach of the Order. Rejected Goods or Services deliverables may be returned or otherwise disposed of at Supplier's expense.

b) Representatives of the Parties will meet as determined by Purchaser to ensure that a consistent and high level of communication, consultation and cooperation exists between the Parties, at times and locations requested by Purchaser.

5. PRICE AND TAXES. Price and delivery terms are stated in the Purchase Order. The price includes (i) all costs to comply with the terms and conditions of the Order, (ii) costs, fees, and insurance related to the packing, transportation, sale, and delivery, and (iii) any and all duties and taxes, including sales, use, excise, value added and other taxes. Purchaser shall pay GST/HST and provincial sales tax, if applicable.

6. EXPENSES. If set out on the Purchase Order, Purchaser shall reimburse Supplier only for reasonable expenses which: (i) have been pre-approved in writing by Purchaser and are supported by copies of all applicable invoices and receipts; and (ii) comply with Purchaser's Supplier Travel Policy (current version available at www.canadalife.com in the Supplier Relations section).

7. INVOICING AND PAYMENT. Supplier will invoice Purchaser for the amounts due under the Order once all Goods and Services are accepted by Purchaser. Subject to Section 12 (*Builders' Liens and Holdbacks*), Purchaser will pay Supplier undisputed invoices within forty-five (45) days of receipt. If legally required, Purchaser will make any tax withholding that is required to make, and remit the withholding to the appropriate governmental tax authority. Purchaser shall furnish Supplier particulars of such withholding and remittance in order to assist Supplier in claiming a foreign tax credit, if applicable. Purchaser shall not be liable in any manner for such tax amounts withheld and remitted, and such amounts will be deemed payment under the Order.

8. SUPPLIER PERSONNEL.

a) Supplier Personnel shall be highly skilled, trained, experienced and qualified to perform the Services. Supplier Personnel shall carry identification at all times when on Purchaser Property, that clearly identifies them as Supplier Personnel. All arrangements with Supplier Personnel are the exclusive responsibility of Supplier and no contractual relationship between Purchaser and any Supplier Personnel is created or intended by the Order.

b) Supplier acknowledges that it is liable for the conduct of Supplier Personnel and their compliance with the requirements of this Order.

c) If Purchaser determines any of Supplier Personnel is not sufficiently skilled or qualified to perform the Services, or that the continued performance of the Services by any of Supplier Personnel or their presence on Purchaser Property is not in the best interests of Purchaser or the Services, upon Purchaser's request Supplier shall remove such Supplier Personnel from performance of the Services and appoint a substitute acceptable to Purchaser.

d) Where set out on the Order, Supplier Personnel shall have passed background checks in accordance with Purchaser's requirements.

9. SUBCONTRACTORS. Supplier shall not subcontract the whole or any part of the supply of Goods or performance of Services, or subcontract any of its obligations to any Subcontractor without Purchaser's prior written approval which shall be within Purchaser's sole discretion. Supplier shall be responsible for all activities of any Subcontractors, and all Services performed by Subcontractors shall comply in all respects with the terms and conditions of the Order. If Purchaser determines in its sole discretion that the continued performance of Services by any Subcontractor is not in the best interests of Purchaser, Supplier shall promptly terminate the services of such Subcontractor.

10. SERVICE OBLIGATIONS. If Supplier is performing Services under this Order, the following terms also apply:

a) **Purchaser Policies.** Supplier shall be solely responsible for all methods and procedures and for coordinating all portions of the Services. Supplier shall give all notices and comply with all applicable laws, rules, regulations, codes and ordinances of any public authority bearing on the performance of the Services and shall notify Purchaser immediately if it becomes aware of any non-compliance. Supplier shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services and shall comply with all federal and provincial safety laws, rules, regulations, codes and ordinances as well as Purchaser's safety rules and policies.

b) **Purchaser Tools.** Supplier is discouraged from using Purchaser-supplied equipment, tools, scaffolding or other materials ("**Purchaser Tools**") and any use by the Supplier or Supplier Personnel is at the sole risk of Supplier and Supplier Personnel. Supplier hereby acknowledges that it shall inspect any Purchaser Tools and shall not use them unless they are suitable for the intended use and conform with applicable laws and regulations. Supplier assumes full responsibility for the proper use of Purchaser Tools and shall return them to Purchaser upon request or at termination in a like condition in which they were borrowed. Supplier agrees to release, indemnify and hold harmless Purchaser, its Affiliates, and their respective employees, officers and agents from and against any and all claims, damages, demands, liabilities, losses, fines, penalties, costs and expenses, including attorneys' fees, of whatsoever kind or character arising out of or in any way connected with the use of Purchaser Tools.

c) **Purchaser Property.** Purchaser Property shall remain the sole property of Purchaser or its Affiliates and may only be occupied by Supplier Personnel solely to the extent necessary for the purposes of providing the Services. The use of Purchaser Property and occupation of Purchaser Property by Supplier Personnel shall be solely at Supplier and Supplier Personnel's own risk. Supplier shall be responsible for all risk of loss of and damage to Purchaser Property. If Purchaser so instructs, Supplier shall repair at its own expense any damage caused to Purchaser Property, failing which Purchaser may deduct the cost of replacement or repair from any monies payable to Supplier.

d) **Purchaser Policies.** Supplier and Supplier Personnel shall observe Purchaser's and its Affiliates' non-smoking, security, health, safety and any other regulations and policies. Supplier shall comply and shall cause Supplier Personnel to comply with Purchaser's Supplier Code of Conduct, available at www.canadalife.com in the Supplier Relations section.

e) **Construction Zone.** Purchaser hereby relinquishes control over the area (as specified by the Purchaser) within which the Supplier has been engaged to complete any construction Services (the "**construction zone**") to Supplier for the duration of and only to the extent necessary for any construction related Services to be performed under the Order. Supplier hereby assumes exclusive control over the construction zone. To the extent possible, Supplier shall physically separate the construction zone from the remainder of the Purchaser Property. Purchaser's use of the construction zone shall fully cease upon Supplier's entrance to the construction zone. Supplier is hereby assigned the full responsibility for safety and management over persons and property within the construction zone. Supplier agrees to explicitly warn and notify all Supplier Personnel and their respective employees, agents, representatives, guests and visitors of any risks, hazards, or peculiar dangers associated with the construction zone for

which Purchaser has made Supplier aware, or for which Supplier should be reasonably aware. Supplier shall periodically, as necessary, but at least once a day, inspect the construction zone for risks, hazards and dangers, whether patent or latent, and eliminate all risks, hazards or dangers, or to the extent not eliminated, appropriately warn all individuals entering the construction zone.

f) **Clean-Up.** Supplier shall at all times retain ownership to any materials, substances or chemicals not incorporated into the work that Supplier or any Subcontractor brings onto Purchaser Property, and shall be solely responsible for its handling, transportation and disposal, and any waste generated or resulting from the use thereof. Supplier shall not dispose or permit the release of any materials, substance or chemical, or any waste generated or resulting from the use thereof on Purchaser Property. Supplier shall handle, transport and dispose of any and all substances and chemicals, including hazardous wastes and substances as defined by applicable federal, provincial and local laws, regulations, codes and ordinances.

g) **Safety Rules.** Supplier and Supplier Personnel shall abide by all of Purchaser's facility's safety rules and regulations while on or about Purchaser Property. Without prejudice to any other remedy Purchaser may have, violation of or failure to enforce facility safety rules and regulations or breach of Supplier's responsibilities in this Order is cause for (i) immediate removal from Purchaser Property and restrictions on future entry, and (ii) immediate termination of this Order with no further obligation of Purchaser to Supplier.

11 SOFTWARE PURCHASE. If Software is being purchased under this Order, the following terms also apply:

a) **License Grant.** Purchaser is hereby granted a worldwide, multi-site, irrevocable and non-exclusive licence ("Licence") to use the software described in the Purchase Order ("Software") for the Term. The Licence extends to (i) any person employed by Purchaser and its Affiliates, (ii) any person contractually bound as an agent, broker, contractor, consultant or otherwise to Purchaser and its Affiliates to provide computing, business, financial, sales or management services, and (iii) any other person deemed necessary by Purchaser in its normal course of business (collectively "Permitted Users"). Software includes all documentation, releases, versions, updates, upgrades, corrections, fixes, modifications, customizations and improvements to the Software.

b) **Term of Licence.** The Licence shall be perpetual unless a time-limited term is set out in the Purchase Order, in which case a subscription shall begin on the specified date for the specified term ("**Term**") and shall renew upon the issuance of a Purchase Order.

c) **Maintenance and Support.** If maintenance and/or support Services are indicated on the Purchase Order, they shall include: (i) bug, defect, and fault notification, (ii) bug resolution, error correction, and defect work-outs, and (iii) all new releases, versions, updates, upgrades, corrections, fixes, modifications, customizations and improvements to the Software. Where the Licence is subscription based, maintenance and support Services are deemed included in the subscription fees

d) **Generated Code.** All code generated by the Software, customizations and modifications to the Software, and any intellectual property derived from or created by the use of the Software, become the property of Purchaser.

e) **Supplier Representations and Warranties.** Supplier represents and warrants to Purchaser that: (i) Supplier is the sole and exclusive owner of the intellectual property rights in the Software, (ii) Supplier has the full legal right and entitlement to enter into and to perform its obligations under this Order, and to grant the Licences and other rights provided for in this Order in the Software, (iii) Software does not contain any hidden file, virus, Trojan Horse, worm, spyware, malware or similar code, "back door", whether known or unknown to Supplier, (iv) Software will not replicate, transmit, or activate itself without the control of the Licensee operating the Software, (v) Software will not alter, damage, nor erase any data or computer programs without control of a person operating the computing equipment on which it resides, (vi) Software will not contain any technical protection measures which limit Permitted Users' ability to use Software, (vii) Software shall perform in accordance with the functionality and specifications described in the Software's documentation and marketing materials.

f) **Intellectual Property Indemnity.** Supplier shall indemnify and hold harmless the Purchaser, its Affiliates and the Permitted Users from and against all costs, losses, expenses, damages, legal fees, liabilities, claims, demands, actions and settlement amounts resulting from or in any way related to any intellectual property claim. Supplier shall defend and contest or settle any intellectual property claim at its sole expense, in its own name or, with the prior written consent of Purchaser, in the name of Purchaser.

12. RESELLER. If Supplier is a reseller of the Goods and Services:

- a) Supplier represents and warrants to Purchaser that it is an authorized reseller pursuant to an agreement between itself and the manufacturer that is the sole and exclusive owner of the intellectual property rights in any Goods purchased under this Order, and that it is authorized to make the contractual commitments made by Supplier hereunder;
- b) Licensing and support for Goods purchased under this Order will be governed by the manufacturer's standard license and support agreement for the Goods, which the Supplier will forward at the time of providing a quote,
- c) Supplier warrants good title, free from defect (including liens, claims or encumbrances of any kind) to all Goods and Services purchased hereunder;
- d) Supplier shall defend any claim involving a breach or alleged breach of the foregoing title warranty and indemnify Purchaser from an against any losses, damages, expenses, lines and liability of every kind arising out of such claim;
- e) all manufacturers' warranties for Goods are hereby assigned by Supplier to Purchaser; and
- f) in the event of any warranty claim, Supplier shall assist Purchaser in pursuing a warranty claim with the responsible manufacturer.

13. BUILDERS' LIENS AND HOLDBACKS. Supplier agrees to comply with applicable builders' liens legislation. Such builders' liens legislation shall govern the payment of monies by Purchaser to Supplier. If applicable, a holdback in the statutory amount, or at least 10% where no statutory amount is prescribed, will be withheld from all payments, pending satisfactory compliance with applicable builders' liens or legal hypothec legislation, for the period set out in the applicable legislation, or 30 days where no statutory period is prescribed. Prior to final payment, Supplier shall provide to Purchaser a statutory declaration in Purchaser's standard form, that all Subcontractors, all suppliers and furnishers of material, and all assessments under applicable workers' compensation and workplace safety and insurance legislation have been paid in full.

14. EXCLUSION OF CONVENTION. Neither the *Convention on Contracts for the International Sale of Goods* nor the *Uniform Computer Information Transactions Act* (formerly the proposed Article 2B of the Uniform Commercial Code) or any revision thereof, shall apply to this Order.

15. INTELLECTUAL PROPERTY. All right, title, and interest in any inventions and deliverables (including discoveries, ideas, works of authorship, or improvements, whether patentable or not) which are conceived or made during or after the term of the Order and are (i) based upon or arising from Confidential Information, or (ii) developed for Purchaser, are hereby assigned and shall belong to Purchaser. ("Works"), Supplier waives, and represents and warrants that Supplier Personnel have expressly waived all present and future moral rights over the Works. Nothing in the Order will affect any pre-existing intellectual property rights of the Parties. To the extent that the Works contain any intellectual property which was created and owned by Supplier prior to the Order, such intellectual property shall remain the property of Supplier, and Supplier grants to Purchaser an irrevocable, perpetual, paid up and unrestricted licence to use such intellectual property for Purchaser's purposes. If the Works contain the intellectual property of a third party, Supplier shall take all steps required to provide Purchaser with an irrevocable and perpetual licence to use such intellectual property for the Purchaser's purposes.

16. CONFIDENTIALITY.

a) Confidential Information. Supplier covenants that it shall (i) keep the Confidential Information strictly confidential; (ii) disclose the Confidential Information only to Supplier Personnel who require it to perform the Services and have signed confidentiality agreements with the Supplier with terms at least as stringent as those under this Order; (iii) use the Confidential Information only for the purpose of performing the Services, and for no other purpose; (iv) not copy or make reproductions, summaries or extracts from the Confidential Information except to the extent necessary to perform the Services, and return the Confidential Information upon termination or expiry of this Order, or upon request by Purchaser; and (v) not disclose the existence of this Order or Services or Goods provided under this Order, or use or refer to the Confidential Information, for its own purposes. Supplier shall maintain information security and cybersecurity standards and practices that are sufficient to protect the Confidential Information and are at least as stringent as the industry standard for the financial services industry. If the Supplier or Supplier Personnel makes an unauthorized disclosure or use of Confidential Information, the Supplier shall immediately notify the Customer of and take all reasonable and necessary steps, at its own

expense to minimize the adverse impact on the Customer, its Affiliates and any third parties, and to prevent any further disclosure.

b) Personal Information. Notwithstanding the above, Supplier shall not, and shall not permit any person acting on its behalf to, collect, use, copy or disclose any Personal Information. If Supplier becomes aware of any person acting on its behalf having collected, used, copied, or disclosed Personal Information, or if it becomes aware of any unauthorized access to Personal Information, Supplier agrees to (i) advise Purchaser immediately; (ii) take whatever steps are necessary to limit further collection, use, copying or disclosure; and (iii) comply with any instruction issued by Purchaser in this regard. Supplier agrees that it shall be responsible for any use, collection or disclosure of Personal Information by it or any person acting on its behalf. Supplier shall comply with all applicable privacy and data protection legislation.

17. TRADEMARKS AND COPYRIGHT. Purchaser does not by this Order grant Supplier any right, title or interest in, or any right or licence to use or publish any trademark, or any material which is subject to a copyright, owned by Purchaser or any of its Affiliates. Supplier shall not refer to Purchaser's or its Affiliates' names or trademarks in discussions with third parties or in any materials (including any media releases) without the prior written consent of Purchaser. Supplier shall refrain from any act which is inconsistent with Purchaser's ownership of the trademarks or its copyrighted materials.

18. RISK OF LOSS. Supplier will retain the risk of loss and damage to the Goods until the Goods are received at the Ship-To address and accepted by Purchaser.

19. INDEMNIFICATION. Supplier agrees to indemnify, defend and hold harmless Purchaser, its Affiliates and their respective directors, officers, employees, agents, and representatives from and against any and all liability, loss, damage, fine, penalty, cost or expense (including reasonable attorneys' fees) to the extent arising out of or resulting from (i) any non-conforming Goods or Services; (ii) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising in any way from the purchase, use or sale of the Goods or Services; (iii) any release, leak or spill of any materials, substances or chemicals being transported or delivered to Purchaser or on Purchaser Property; (iv) any breach by Supplier of any term or condition contained in the Order; (v) the negligent acts or omissions, or willful misconduct of Supplier or Supplier Personnel and their respective employees, agents, representatives and any person providing Goods or Services. Without limiting the foregoing, Purchaser may require Supplier to re-deliver and re-perform any non-conforming Goods or Services at Supplier's expense.

20. CANCELLATION/TERMINATION. Purchaser (i) may cancel the Order for any reason or no reason prior to shipment of the Goods, or if the Order is for Services, at any time, by providing written notice to Supplier and (ii) may immediately terminate the Order, even after shipment, by providing written notice to Supplier if Supplier breaches any term of the Order or becomes insolvent or subject to any proceeding under any insolvency law. Upon termination or expiry of the Order, Supplier shall cease performance of the Services, remove all property belonging to or provided by Supplier at Purchaser Property, and repair any damage caused to Purchaser Property.

21. FORCE MAJEURE. Each Party will be excused from a failure or delay in performance to the extent caused by events beyond its reasonable control. The Party claiming excuse from performance must take reasonable efforts to remove the cause of its inability or delay in performance. The Party claiming excuse from performance must give prompt written notice to the other Party of the event, specifying its nature and anticipated duration. If Supplier's performance is excused or delayed for more than twenty (20) calendar days, Purchaser may terminate the Order by giving Supplier written notice. If Purchaser terminates the Order, Purchaser's sole liability will be to pay any balance due for conforming Goods and Services delivered before receipt of the termination notice.

22. INSURANCE.

a) Policies. Unless otherwise provided on the face of the Purchase Order, Supplier shall maintain in force the following insurance coverage insuring Supplier and Supplier Personnel, per occurrence:

- (i) commercial general liability insurance, including contractual liability and broad form property damage for damages to any property, with a minimum combined single limit of \$5,000,000.00;
- (ii) automobile liability insurance covering use of all owned, non-owned and hired automobiles, with a minimum combined single limit of \$2,000,000.00;

(iii) employee dishonesty and computer fraud coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the employees and subcontractors of Supplier, acting alone or in collusion with others, including client coverage, in an amount of at least \$2,000,000.00;

(iv) errors and omissions liability insurance, covering liability for financial loss due to error, omission or negligence of employees, in an amount of at least \$5,000,000.00; and

(v) Workers' Compensation – all Supplier Personnel shall have coverage under applicable Canadian Workers' Compensation or Workplace Safety and Insurance legislation.

b) Terms. Supplier's insurance shall contain cross-liability coverage, a waiver of subrogation, and Purchaser and its landlord shall be an additional insured. Upon Purchaser's request, Supplier shall provide to Purchaser copies of certificates of insurance required by this Section 21, and evidence of compliance with applicable workers' compensation or workplace safety and insurance requirements and legislation. Supplier shall promptly notify Purchaser of any significant changes to such terms and conditions, including any threatened cancellation or termination of insurance.

c) Subcontractors. Supplier shall ensure that any Subcontractors also maintain insurance as specified in this Section 21, or are endorsed as additional named insureds on all required Supplier policies.

23. LIMITATION OF LIABILITY. Except for claims relating to any breach of confidentiality, personal injury (including death) or property damage, intellectual property claims, indemnity obligations, or gross negligence, fraud or willful misconduct, NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY.

24. GOVERNING LAW. This Order shall be subject to and construed in accordance with the laws of the Province of Manitoba, without regard to conflict of laws principles. The Parties irrevocably attorn to the courts of the Province of Manitoba.

25. SURVIVAL. The parts of the Order respecting indemnification, intellectual property, Personal Information, Confidential Information, Purchaser Property, and location of data and records, shall survive the termination or expiry of the Order.

26. AGENCY. In entering into the Order, Purchaser acts on its own behalf and, to the extent that any of its Affiliates acquire any rights, remedies or entitlements, or assume or are subject to any risks under or as a result of the Order, also acts as agent for such Affiliates, and is accordingly entitled to enforce or invoke any rights, remedies or entitlements on behalf of such Affiliates. It is expressly understood and agreed that Purchaser and each of the Affiliates shall be solely and separately responsible for all costs, charges, expenses, claims and liabilities related to, or associated with, or arising from their own acts and omissions in respect of the Order.

27. INDEPENDENT CONTRACTORS. The relationship between the Parties is that of independent contractors, and no relationship of employment, partnership or agency is created or implied by this Order. Nothing in this Order shall be construed as restricting Purchaser from using the same or similar services of any other party.

28. WAIVER. Waiver of a Party's rights under this Order shall only apply to the extent specifically stated in a written waiver signed by that Party and not to any other or future rights or obligations

29. ASSIGNMENT. This Order may not be assigned by Supplier, and any attempted assignment shall be null and void.

30. SEVERABILITY. If any part of this Order is held to be invalid, illegal or unenforceable, the remaining parts shall not be affected or impaired.

31. LANGUAGE. The Parties agree that the English language will govern their relationship. Unless the Parties specifically agree to the contrary in writing, all meetings and hearings will be conducted in the English language. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés en anglais seulement.*