

# General Terms and Conditions of GFT Technologies Canada Inc. for Purchase of IT Contractor Services

Dated: November 2023

## 1. GENERAL; SCOPE OF APPLICATION

- 1.1 These General Purchasing Terms and Conditions of GFT Technologies Canada Inc. for Purchase of IT Contractor Services (the "T&Cs") shall apply to the business transactions of GFT Technologies Canada Inc. (hereinafter "GFT Canada") with other companies (hereinafter "Contractor") unless a separate framework or individual agreement has been concluded with them which expressly excludes the validity of the General Terms and Conditions of GFT Technologies Canada Inc. for Purchase of IT Contractor Services.
- 1.2 These T&Cs shall apply to the provision of IT services for GFT or for GFT's clients (the "Client"). The Services (as defined herein) include in particular the creation of software as well as consulting and support in the field of data processing. The respective Services under a specific project (hereinafter referred to as "Project") shall be described in the respective corresponding purchase order (the "Purchase Order"). The Purchase Order shall also list those associates who will perform the Services and have agreed to be jointly and severally liable for performance by Contractor of the contract ("Associate" or "Associates").
- 1.3 **These T&Cs shall apply exclusively. They are part of the Purchase Order and any supplements thereto. Any terms and conditions of the Contractor which supplement or deviate from these T&Cs shall only become part of the contract if GFT Canada expressly acknowledges this in writing. This shall also apply to terms and conditions which are stated in offers, order confirmations or other documents of the Contractor. Acceptance of Services does not constitute acceptance of the Contractor's terms and conditions. These T&Cs shall also apply if the Services are accepted without reservation with knowledge of supplementary terms and conditions or terms and conditions deviating from these T&Cs.**
- 1.4 The written form requirement in these T&Cs shall be satisfied by signed documents which are transmitted in paper form, as a fax or as a scan in an e-mail attachment. The text within an e-mail is not sufficient for the written form requirement.

## 2. DEFINITIONS

In these T&Cs the following expressions shall have the following meanings:

"Affiliate" means any direct or indirect holding company or subsidiary company of the relevant entity. A company is a "subsidiary" of another company, if the latter company: (a) holds a majority of the voting rights in it; or (b) is a member of it and has the right to appoint or remove a majority of its board of directors; or (c) is a member of it and controls alone, pursuant to an agreement with other shareholders or members, a majority of the voting rights in it.

"Business Day" means Monday to Friday excluding public holidays in Québec.

"Fees" means the fees specified in a Purchase Order.

"Materials" means all documentation and materials developed by the Contractor and/or Associates as part of the provision of the Services, including, without limitation, methodologies, software, reports, notes, memoranda, studies, data, diagrams, charts, designs, and specifications.

"Party" or "Parties" shall mean, individually, GFT Canada or Contractor, and collectively, GFT Canada and Contractor.

"Permitted Expenses" means the expenses specified in the Purchase Order, if any.

"Services" means any professional services that the Contractor may agree to provide to GFT Canada on behalf of a Client pursuant to the Purchase Order.

## 3. SERVICES

- 3.1 The Contractor shall:
- (i) provide the Services using the Associates;
  - (ii) ensure that the Services are performed using all reasonable care and skill and in a workmanlike and professional manner in accordance with best industry practice;
  - (iii) meet the timescales identified in the Purchase Order (except for any failure to meet such timescales that is covered by Section 19.2, being an Event of Force Majeure);
  - (iv) ensure that the Associates: (a) are suitably qualified and experienced to provide the Services; (b) comply with all health and safety policies, fire precautions, applicable security regulations and all other policies and procedures relevant to the premises at which the Contractor performs Services (if such premises are made available by GFT Canada or the Client), and/or applicable to independent contractors performing Services for a Client; and (c) are removed from provision of the Services if GFT Canada (or the Client) reasonably determines that such Associates are not appropriate for the work being assigned and/or have acted in breach of this Section 3.1(iv);
  - (v) provide the Services at the offices and place specified in the Purchase Order; and
  - (vi) ensure the continuity of Associates allocated to the Services by: (a) ensuring that any and all Associates who terminate their employment or their service contract with the Contractor are replaced immediately by the Contractor unless otherwise agreed with GFT Canada; and (b) providing appropriate cover at its own cost for any and all Associates who are unable through illness or other reasons to carry out the duties from time to time assigned to them or

who are removed from provision of the Services in accordance with Section 3.1(iv).

## 3.2 GFT Canada shall:

- (i) make available to the Contractor, without charge, any assistance, co-operation, information and services reasonably required to enable the Contractor to perform the Services, as reasonably requested by Contractor;
- (ii) provide the Contractor and the Associates with current copies of all health and safety, fire, security, and other policies and procedures applicable to any of its or the Client's premises on which the Associates provide the Services or applicable to independent contractors performing services for a Client.

## 4. DOCUMENTATION; BRIEFING

- 4.1 The Contractor shall document his project works in detail, thoroughly and clearly and hand over to GFT Canada or its Client the documentation (user guide, programming manual, object and source code including all development documentation and commentaries).
- 4.2 The documentation shall comply with the general directives and specific specifications of GFT Canada and its Client. The general directives and specific specifications shall be disclosed to the Contractor in due time. GFT Canada may request, that the Contractor prepares additional appropriate documentation for GFT Canada or its Client.
- 4.3 The Contractor shall, at the request of the GFT Canada or his Client, brief their personnel in the application of the software and documentation.

## 5. APPROVAL OF ASSOCIATES

- 5.1 The Services shall be provided by such Associates as set out in the Purchase Order. For the avoidance of doubt, no Services shall be provided by an Associate who has not been approved by GFT Canada in writing.
- 5.2 The Services shall not be provided by any more than the number of Associates specified in the Purchase Order.
- 5.3 All Associates must perform a successful background screening in accordance with the internal policies of GFT Canada and/or the Client.

## 6. RELATIONSHIP

- 6.1 The Parties acknowledge and agree that the Associates are not and shall not be considered GFT Canada employees or agents. Nothing in these T&Cs will in any way be construed to constitute Associate as an agent, employee or representative of GFT Canada. The Contractor shall be solely responsible for the payment of salary or fees to the Associates and the Associates shall not be entitled to the provision of any GFT Canada employee benefits nor shall GFT Canada be required to pay any unemployment, workmen's compensation or any other insurance on behalf of the Contractor or the Associates. The Contractor shall also be responsible for the payment of any and all applicable taxes resulting from the Services that it or the Associates perform.
- 6.2 In accordance with Section 13.2 below, Contractor shall fully indemnify and defend GFT Canada against all costs, third party claims, demands, expenses, and liabilities arising out of or in connection with any third party claim, finding, or determination that any Associate is an employee of GFT Canada (including GFT Canada's costs of terminating such employment), or any third party claim, finding, or determination by the relevant tax or regulatory authorities that GFT Canada is obliged to make tax (or equivalent) or insurance contributions on the basis that such individuals are, or are deemed to be, employees of GFT Canada.
- 6.3 The relationship of Contractor to GFT Canada is that of an independent contractor. Nothing in these T&Cs will in any way be construed to constitute Contractor as an agent, employee or representative of GFT Canada. Contractor acknowledges that it will receive no GFT Canada-sponsored benefits from GFT Canada either as an employee. Nothing contained herein shall be construed as implying a joint venture or partnership relationship between the Parties. Neither Party has the right nor authority to assume or to create any obligation or responsibility on behalf of the other Party.

## 7. INTELLECTUAL PROPERTY AND LICENCES

- 7.1 The Materials shall be considered (a) a work "made for hire" for the purposes of U.S. law; and (b) a work "made in the course of employment" for the purposes of Canadian law. Accordingly, GFT Canada shall be considered, at all stages of completion, the sole and exclusive owner of the Materials including all right, title, and interest therein (the "Intellectual Property Rights"). The Intellectual Property Rights shall include, without limitation, all copyrights, neighboring rights, trademarks, patents, trade names, know-how, service marks, design rights (whether registered or unregistered), trade secrets, rights in Confidential Information (as defined in Section 11.1) and any and all other ownership and exploitation rights in and to the Materials now or hereafter recognized throughout the universe, in perpetuity. If under any applicable law, the Materials are deemed not to be a work "made for hire" or work "made in the course of employment" (as the case may be) in accordance herewith, then to the fullest extent allowable and for the full term of protection otherwise accorded under such applicable law, Contractor and Associate hereby irrevocably assign (or Contractor shall procure that the Associate assigns) and transfer to GFT Canada (by present assignment of present and future rights), or (if specified by GFT

- Canada) the Client, the Intellectual Property Rights and, in connection therewith, all of Contractor's or Associate's right, title, and interest in and to the Materials and any other works now or hereafter created containing all or any part of the Materials. To the fullest extent allowable under any applicable law, Contractor and Associate hereby waive any applicable "moral rights" or "droit moral" in connection with the Materials.
- 7.2 GFT Canada grants to the Contractor a non-exclusive worldwide, royalty-free, license during such time as Contractor is providing the Services, to use the Materials solely for the purpose of providing the Services.
- 7.3 Each Party shall promptly execute such documentation or do such other acts as may be reasonably required by the other to vest ownership in accordance with Section 7.1, including ownership of any Intellectual Property Rights.
- 7.4 The Contractor warrants and undertakes that it is entitled to enter into, and grant the rights in this Section 7 and that it has not previously transferred or licensed any Materials and that GFT Canada's use and enjoyment of the Materials in accordance with this Section 7 will not infringe any third party rights. In accordance with Section 13.2 below, Contractor shall indemnify and keep GFT Canada fully indemnified against all costs, third party claims, demands, expenses and liabilities arising out of or in connection with any breach of this Section 7.4, including any breach by an Associate in this regard.
- 8. PROPERTY; USE OF TECHNICAL RESOURCES PROVIDED**
- 8.1 If not otherwise stated in the Purchase Order, the Contractor will bring its own technical equipment to provide the Services. If any property is provided to the Contractor and/or Associate by GFT Canada or the Client in connection with the contract, the Contractor will:
- (i) use the property only for the purpose of providing the Services;
  - (ii) take proper care of the property;
  - (iii) promptly return the property on completion of the Services;
  - (iv) ensure the property is adequately insured at all times while in the Contractor's possession; and
  - (v) in no event exercise or seek to exercise a lien over the property.
- 8.2 The use of all the technical resources provided by GFT/its Client such as hardware, software programmes, performance capacity and other infrastructures as well as possible personnel assistance is solely allowed for purposes of GFT/its Client.
- 8.3 Reproduction or distribution of the software programs or data provided by GFT/the Client on the Contractor's computer is only permitted with the prior written consent of GFT/the Client. The same shall apply to the transfer of programs by the Contractor to a computer of GFT/the Client. GFT/the Client shall be entitled, by means of IT technical controls, to ensure that the technical and other resources made available to the Contractor by GFT/the Client are only used for the performance of the contractually owed services.
- 8.4 In the event of improper use by the Contractor of resources provided by GFT/the Client, the Contractor shall be liable for all damages incurred by GFT/the Client as a result of third parties claiming damages for the unauthorized use as well as for other costs incurred by GFT/the Client as a result of the improper use.
- 9. PAYMENT**
- 9.1 The Fees and Permitted Expenses shall be payable by GFT Canada in accordance with this Section 9.
- 9.2 Subject to Section 9.6, all Fees and Permitted Expenses payable by GFT Canada to the Contractor are payable in Canadian Dollars and are exclusive of any tax, levy or similar governmental charge (including HST, GST, VAT, or sales tax of any kind) which shall be paid by GFT Canada at the rate and in the manner prescribed by law.
- 9.3 In the event that Fees are payable on a "time and materials" basis, the Contractor shall invoice GFT Canada monthly in arrears for Services provided in the preceding month and shall submit original timesheets showing the hours worked and Permitted Expenses as authorized and signed by either Client or GFT Canada.
- 9.4 Fees payable on a "fixed price" basis shall become payable as specified in the Purchase Order.
- 9.5 GFT Canada shall pay all validly served and undisputed invoices no later than thirty (30) days after receipt.
- 9.6 Where the Fees are expressed in a currency other than Canadian Dollars:
- (i) if the Contractor so requests, subject to GFT Canada's prior approval, GFT Canada will pay all or part of any such Fees in Canadian Dollars at the exchange rate prevailing on the day payment is due, as charged to GFT Canada by its account holding bank; or
  - (ii) GFT Canada will pay the Fees in the currency specified in the Purchase Order.
- 9.7 The Contractor shall not be entitled to set off any sums due to Contractor by GFT Canada for any third party contract, against sums due to the Contractor by GFT Canada under any Purchase Order, or any other contract.
- 10. TERM AND TERMINATION**
- 10.1 The Purchase Order shall terminate on completion or in accordance with this Section 10.
- 10.2 GFT Canada and/or the Contractor shall be entitled to terminate the Purchase Order as follows:
- (i) if the other Party commits any material breach of its obligations under the Purchase Order and fails to remedy that breach within five (5) days of written notice of that breach (the five (5) day period only applies where a breach is capable of remedy - if it is incapable of remedy, that Purchase Order may be terminated by written notice immediately);
  - (ii) if the other Party is the subject of a voluntary or involuntary petition in bankruptcy, if any insolvency proceedings are instituted by or against the Party, if a trustee or receiver is appointed over the Party, or if the Party makes any assignment for the benefit of creditors;
  - (iii) if a respective Party has been materially prevented from performing its obligations under the Purchase Order as a result of an Event of Force Majeure for a consecutive period of ten (10) Business Days;
  - (iv) Client terminates or cancels the Project related to the Purchase Order;
  - (v) GFT Canada is not satisfied with the performance of an Associate or Associates, in its sole and absolute discretion; and/or
  - (vi) the scope of Services contained in the Purchase Order materially changes.
- 10.3 On termination of a Purchase Order howsoever caused:
- (i) each Party shall promptly return all property of the other that was provided under the Purchase Order;
  - (ii) the rights and duties created by Sections 7, 9 (limited only to accrued payment obligations of GFT Canada), 11, 12, 13, 14 shall survive; and
  - (iii) any rights of either Party which arose on or before termination shall be unaffected.
- 10.4 In the event that termination of the Purchase Order precedes completion of the Services:
- (i) the Contractor shall make such partial delivery to GFT Canada of the Services as is reasonably practicable, such Services provided on an "AS IS" basis;
  - (ii) if the Parties had agreed to a "fixed price" in the Purchase Order, GFT Canada shall reduce the fixed price amount to a pro rata amount that reasonably reflects the value of the Services that have been provided and the cost to the Contractor of providing such Services; or
  - (iii) if the Parties had agreed to calendar-based payments, GFT Canada shall pay, within ten (10) days after the effective date of termination, any amounts accrued, due and/or owing to Contractor prior to the effective date of termination and related expenses, if any, in accordance with the Purchase Order.
- 11. CONFIDENTIAL INFORMATION; DATA PROTECTION**
- 11.1 The Contractor undertakes to adhere to all applicable statutory provisions regarding data protection and to keep confidential all Confidential Information (as defined below) acquired from the sphere of GFT and its Client. This applies in particular to all information resulting from the use of technical and personnel resources not attributable to the Contractor and to security-relevant and personal data that the Contractor becomes aware of. While providing Services to GFT Canada, Contractor and its Associates may develop or acquire knowledge in its/his/her work or from GFT Canada or Client and/or Client's employees or otherwise learn of Confidential Information relating to GFT Canada, Client, their business, potential business or that of their customers, prospective customers, or their respective Affiliates. For the purposes of these T&Cs, "**Confidential Information**" means all information and data, including, but not limited to, proprietary information, technical data, trade secrets or know-how, research, inventions, improvements, discoveries, concepts, methodology, formulas, drawings, maps, manuals, models, source code, specifications, records, files, memoranda, notes, reports, correspondence, training materials, product plans, products, services, customers, their requirements, prospective customers, customer lists, suppliers, distributors, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, profit margins, pricing information or other business information disclosed by the Client or GFT Canada, either directly or indirectly, in writing, orally or by drawings or inspection or otherwise learned, accessed or developed by either Party relating to GFT Canada, a Client, or their respective customers or Affiliates, whether or not reduced to writing or other medium and whether or not marked or labeled confidential, proprietary, or the like, regardless of whether created by Contractor, others or both. Confidential Information does not include information that is or becomes publicly available without fault on the part of Contractor. Contractor will have the burden of proof with respect to the exclusion of any information from the definition of "Confidential Information."
- 11.2 With respect to Confidential Information of GFT Canada, a Client and their respective Affiliates, Contractor agrees that:
- (i) the Confidential Information is and will continue to be the sole and exclusive property of GFT Canada or Client;
  - (ii) the Contractor and its Associates will use the Confidential Information only in the performance of its/their duties for GFT Canada or the Client. Contractor and Associates will not use Confidential Information at any time (during or after the engagement) for its or their own benefit, for the benefit of any other person or firm, or in any manner adverse to the interests of GFT Canada, the Client or their respective Affiliates;
  - (iii) the Contractor and its Associates will not disclose Confidential Information at any time (during or after the Services are performed) except to authorized GFT Canada personnel, unless GFT Canada expressly consents in advance in writing, or unless the information enters the public domain (other than through an unauthorized disclosure by the Contractor or its Associate or through a disclosure not by Contractor or its Associate which Contractor or its Associate knew or reasonably should have known was an unauthorized disclosure);
  - (iv) Contractor and its Associates will safeguard Confidential Information through the same measures it takes to safeguard its own confidential information with best professional efforts and abide by all policies and procedures of GFT Canada or Client in effect regarding storage, copying, destroying, publication or posting, or handling of such Confidential Information, in whatever medium or format that Confidential Information takes;
  - (v) Contractor and its Associates will execute and abide by all confidentiality agreements which GFT Canada or Client reasonably requests Contractor or its

- Associates to sign or abide by, whether those agreements are for the benefit of GFT Canada, a Client, an Affiliate or an actual or a potential customer thereof; and
- (vi) Contractor and its Associates will return all materials containing or relating to Confidential Information, together with all other GFT Canada, Client, Affiliate, vendor or customer property (including, without limitation, laptop computers, cell phones and other equipment) to GFT Canada, when Contractor's engagement with GFT Canada terminates or otherwise on demand and, at that time Contractor and its Associates will certify to GFT Canada, in writing, that it and they have complied with this provision. Contractor and its Associates shall not retain any copies or reproductions of correspondence, memoranda, reports, notebooks, drawings, photographs, or other documents or information relating in any way to the affairs of GFT Canada, a Client, or their respective customers, vendors or Affiliates.
- 11.3 If required by law, the Contractor or its Associate may disclose Confidential Information to a court or regulatory authority or agency (as demanded by applicable order), provided that the Contractor or its Associate shall provide advance notice to GFT Canada sufficient to contest such disclosure obligation and the Contractor or its Associate co-operates with any attempt by GFT Canada or the Client to obtain an order limiting disclosure or providing for the protection of such information.
- 11.4 All preceding regulations of this clause 11 shall also continue to exist after the termination of the contract, but shall cease to apply to information or knowledge which has come into the public domain otherwise than through unauthorised disclosure on the part of the Contractor and/or the Consultant.
- 11.5 Unless more specific regulations have been agreed, the GFT Information Security Management System Policy and the guidelines for information security and use of the IT infrastructure and all related regulations shall apply with regard to information security, in the currently valid version. The Contractor shall obligate its vicarious agents (employees and subcontractors) used for the provision of Services accordingly in writing. At GFT Canada's request, which may be made at any time, the Contractor shall prove this by presenting the written obligations.
- 11.6 The Contractor undertakes, in fulfilment of the Purchase Order, only to supply such products and/or to use such technologies which, with regard to manufacture, application and disposal, comply with the provisions of the applicable environmental protection law. The Contractor shall indemnify GFT Canada/its Client against all claims of third parties for breach of provisions relevant to environmental protection and undertakes to compensate GFT Canada/its Client for all damages and any fines for which claims are asserted against GFT Canada/its Client for breach of the aforementioned provisions.
- 12. LIABILITY**
- 12.1 The Parties agree that in the event of a breach or threatened breach by the Contractor or its Associate of the provisions of these T&Cs, GFT Canada may have no adequate remedy at law and accordingly shall be entitled to injunctive relief against such breach, in addition to any other legal or equitable remedies available to it at law or in equity.
- 12.2 GFT Canada's Contractual Liability to Contractor in accordance herewith shall not exceed the greater of (a) one hundred thousand CDN Dollars (\$100,000); and (b) the Fees paid or payable by GFT Canada to Contractor under the Purchase Order. "**Contractual Liability**" means total aggregate liability howsoever arising under or in relation to the subject matter of the single Purchase Order. In no event shall GFT Canada or its principals, owners, directors, officers, employees or Affiliates, be liable for any indirect, incidental, consequential, special, or punitive damages whatsoever arising under or relating to these T&Cs, the Services, and/or any Purchase Order.
- 13. WARRANTIES; INDEMNIFICATION**
- 13.1 Warranties and Covenants. Contractor represents and warrants as follows: (a) the Services shall be performed in a professional manner consistent with industry standards, and Contractor shall devote such time and effort as may be required to perform the Services; and (b) the Services shall substantially comply with all specifications and any performance standards set forth in the Purchase Order.
- 13.2 Agreement to Indemnify. Contractor agrees to defend, indemnify and hold harmless GFT Canada and its principals, owners, directors, officers, employees, the Client and Affiliates from and against any third party claims in connection with these T&Cs, the Purchase Order and/or the Services, and any breach, or misappropriation of any intellectual property or proprietary right, including, without limitation, trademarks, service marks, patents, copyrights, trade secrets or other similar rights in connection with these T&Cs, the Purchase Order, and/or the Services, unless these are based upon (a) Client's use of any software with respect to which Contractor or its Associates provided Services in any other manner other than as permitted under these T&Cs; (b) the modification of any software with respect to which Contractor or its Associates provided Services pursuant to the specifications provided by GFT Canada or Client where the unmodified version of the such software would not be infringing, (c) the use of any software with respect to which Contractor or its Associates provided Services by Client in an application or environment for which it was not designed or contemplated under these T&Cs, or (d) modification of any software with respect to which Contractor or its Associates provided Services by anyone other than GFT Canada or Client where the unmodified version of such software would not be infringing. As applicable, either (a) Contractor shall notify GFT Canada promptly upon receipt of any third party claim, or (b) GFT Canada shall notify Contractor promptly upon receipt of any third party claim. Contractor shall expeditiously proceed to defend such claim at its own expense and, in doing so, be entitled to the full and prompt cooperation of GFT Canada, at Contractor's expense.
- 14. NON-COMPETE AND NON-SOLICIT**
- 14.1 The Contractor must not, and will procure that the Associates will not provide services to any client of GFT Canada which it has provided Services to under the Purchase Order ("**Relevant Client**") during the term of the Purchase Order and for a period of three (3) months thereafter, except and to the extent that the provision of such services is agreed in writing between the Parties.
- 14.2 The Contractor must not, and will procure that the Associates will not solicit the services to any Relevant Client during the term of the Purchase Order and for a period of six (6) months thereafter, except and to the extent that the provision of such services is agreed in writing between the Parties.
- 15. ASSIGNMENT AND SUBCONTRACTING**
- 15.1 The Contractor shall not assign or otherwise transfer the Purchase Order or any of its rights and duties hereunder without the prior written consent of GFT Canada. GFT Canada may assign or otherwise transfer any of its duties under the Purchase Order without the prior written consent of the Contractor, provided that the assignee of any of the foregoing agrees to assume in writing the obligations to Contractor hereunder.
- 15.2 GFT Canada may subcontract the performance of any of its duties under a Purchase Order to any of its contractors or Affiliates.
- 15.3 The Contractor may subcontract the performance of any of its duties under the Purchase Order to any Associates in the manner permitted under these T&Cs.
- 15.4 The rights and liabilities of the Parties hereto are binding on, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 16. CHANGES**
- If either Party wishes to request a change to the Purchase Order at any time, it shall provide the other with written details of the change and such further information as the other Party shall reasonably require. The Parties may agree to the change, by executing a new Purchase Order to that effect. No changes to the Purchase Order shall be valid unless made in accordance with this Section 16.
- 17. CODE OF CONDUCT FOR CONTRACTORS**
- The Contractor undertakes to comply with all laws, rules, and regulations of the applicable jurisdiction(s). The Contractor undertakes in particular not to participate, directly or indirectly, actively or passively, in any form of bribery, violation of the basic rights of its employees or in child labour. The Contractor shall comply and shall ensure his employees shall comply with GFT Canada's Anti-Bribery&Corruption Policy and the Code of Ethics&Code of Conduct in their most recent version (available at: <https://www.gft.com/compliance>). Furthermore, the Contractor will take responsibility for the health and safety of the Associates and its employees at their workplace, will comply with all environmental laws and use its best endeavours to encourage and demand from its own suppliers and contractors compliance with this Section 17. If the Contractor culpably violates these obligations in context with the delivery of Services to GFT Canada, GFT Canada shall be entitled to withdraw from or terminate the contract, notwithstanding the assertion of any additional claims and remedies that may be available to GFT Canada. If such breach of duty is capable of remedy, GFT Canada's right can only be exercised upon the unsuccessful expiration of a reasonable time limit for the remedy of such breach.
- 18. INSURANCE**
- During the term of the Purchase Order, Contractor will, at its own cost and expense, obtain and maintain in full force and effect insurance in such types and amounts which are consistent with industry practice. The following shall be listed as additional named insureds on Contractor's applicable insurance policy in connection with an applicable Project: GFT Canada, its respective officers, directors, agents, employees, and representatives and Contractor shall provide GFT Canada with a certificate of insurance evidencing such coverage immediately upon execution of the Purchase Order. All insurance shall be primary and not contributory with regard to any other available insurance to GFT Canada or Client. Contractor shall provide for at least thirty (30) days written notice to GFT Canada and Client in the event of modification, cancellation or termination of any such insurance.
- 19. GENERAL PROVISIONS**
- 19.1 Entire Agreement. These T&Cs supersede any prior contracts, arrangements and undertakings between the Parties in relation to its subject matter and constitute the entire agreement between the Parties relating to the subject matter (provided that at all times each Purchase Order incorporates, and does not supersede, the terms of these T&Cs). The Parties certify that they have not relied upon any representations other than those stated in these T&Cs.
- 19.2 Force Majeure. Neither Party shall be liable for any delay or failure in performing its duties under these T&Cs and/or a Purchase Order caused by any reason beyond the control of such Party resulting from act of God, governmental regulation, fire, war, terrorist activity or civil commotion (an "**Event of Force Majeure**"). Each Party agrees to give notice to the other on becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 19.3 No Third Party Beneficiaries. These T&Cs are for the benefit of the Parties only. There are no third party beneficiaries of these T&Cs or any Purchase Order.

- 19.4 Severability. If any provision of these T&Cs is adjudged by a court to be invalid, void or unenforceable, the Parties agree that the remaining provisions of these T&Cs shall not be affected thereby, that the provision in question may be replaced by the lawful provision that most nearly embodies the original commercial intention of the Parties, and that these T&Cs shall in any event otherwise remain valid and enforceable.
- 19.5 Law and Jurisdiction. These T&Cs shall be governed by the laws of the Province of Québec and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Québec.