



CLIENT REPRESENTATIONS AND WARRANTIES

Client represents and warrants to as follows:

- i. The execution, delivery and performance of this Agreement by Client have been duly and validly authorized by all necessary action, corporate or otherwise on its part, and that this Agreement constitutes the valid, legal and binding obligation of Client.
- ii. Neither the execution, delivery nor performance of this Agreement with or without the giving of notice, the passage time or both will result in the violation or breach of any contract, agreement, instrument, undertaking, order, judgment, decree, rule, regulation, law or any other restriction to which Client is a party or pursuant to which Client is subject or otherwise.
- iii. All of Client’s offers, campaigns, products and services comply with all applicable laws and regulations, and that is allowed by law to engage in the forms of contacting activity requested by Client from .
- iv. All of the leads and contact information provided to by Client are backed by well-documented prior express written consent allowing for the intended communications to be made.

14. EPS REPRESENTATIONS AND WARRANTIES

a. ;v} represents and warrants to Client as follows:

- i. The execution, delivery and performance of this Agreement by and the performance by of the transactions contemplated hereby have been duly and validly authorized by all necessary action, corporate or otherwise on its part, and that this Agreement constitutes the valid, legal and binding obligation of , enforceable against it in accordance with its terms.
- ii. Neither the execution, delivery nor performance of this Agreement, with or without the giving of notice, the passage time or both, will result in the violation or breach of any contract, agreement, instrument, undertaking, order, judgment, decree, rule, regulation, law or any other restriction to which is a party or pursuant to which or its assets are subject or otherwise.
- iii. No consent, approval or other action by or a notice to or filing with any person is required or necessary in connection with the execution, delivery and performance of this Agreement by .

INDEPENDENT CONTRACTOR

Independent Contractor. shall act at all times as an independent contractor, and nothing contained herein shall be construed to create the relationship of principal and agent, or employer and employee, between and Client. employees/contractors assigned to perform the Services for Client are solely the employees/contractors of . shall have sole authority and responsibility to counsel, train, instruct, discipline, review, evaluate, set the pay rates of, and terminate its employees/contractors who perform the Services. will maintain all necessary payroll and personnel records, and compute wages and withhold applicable federal, provincial and local taxes and deductions for personnel performing the Services, to the extent required by applicable law.

b. No Joint Venture. The relationship of and Client hereunder shall in no way be construed to create a joint venture or partnership, it being agreed and understood the relationship between and Client is an independent contractor relationship.

16. DISPUTE RESOLUTION

a. Designated Representatives. In the event any material dispute exists between the parties, including without limitation any dispute relating to the interpretation of this Agreement, or



performance or non-performance hereunder, the parties shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding relating thereto within thirty (30) days. The parties hereby waive the expiration of any applicable statute of limitations during such thirty (30) day period. Except where clearly prevented by the nature of the dispute, both parties agree to continue performing their respective obligations under this Agreement during such thirty (30) days or for as long as the parties may mutually agree, unless and until this Agreement expires or is terminated in accordance herewith. In addition, this provision shall not apply in the event of willful breach by either party.

b. Arbitration. In the event a dispute cannot be resolved through the procedure outlined in the proceeding section, the parties agree that:

i. Any and all remaining disputes or controversies, whether of law or fact and of any nature whatsoever arising from or in connection with this Agreement, including the scope and validity of this Section, shall be decided by binding arbitration in accordance with the rules and regulations of commercial arbitration of the Canadian Arbitration Association (the "Association").

ii. If the parties are unable to agree upon a single arbitrator, the arbitrator shall be a single, independent arbitrator selected by the Association. Each party reserves the right to disqualify any individual arbitrator who shall be employed by or affiliated with a competing organization.

iii. Arbitration shall take place in the Province of Manitoba. At the request of any party, arbitration proceedings will be strictly confidential; in such case all documents, testimony and records shall be received, heard and maintained by the arbitrator in secrecy under seal, available for the inspection only of the parties and their respective attorneys and their respective experts who shall agree in advance and in writing to receive all such information confidentially and to maintain such information in secrecy until such information shall become generally known. The decision of the arbitrator will be final and binding upon the parties hereto and all persons claiming under and through them.

17. GENERAL PROVISIONS

a. Waiver. The terms, covenants, representations and warranties of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of either party at any time to require performance of any provision hereof shall, in no manner, affect the right at a later date to enforce the same. No waiver by either party of any breach of any term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach or the breach of any other term, covenant, representation or warranty of this Agreement.

b. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The duties and obligations under this Agreement may not be assigned or delegated by either party without the written consent thereto of the other party. Any assignment in contradiction of this clause shall be void.

c. Enforceability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Further, in the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable by virtue of its scope or period of time, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it valid, legal and enforceable.



- d. Counterparts. The Agreement may be executed in any number of counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute one and the same agreement.
- e. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the conflict of laws) of the Province of Manitoba.
- f. Survival. Any terms hereunder that, by their very nature, would survive the termination or expiration of this Agreement shall so survive.
- g. Notices. All notices or requests required to be given under this Agreement and all other communications related to this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or sent by electronic mail or certified mail to the last known address of the party being notified.
- h. Headings. The headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.
- i. Entire Agreement. This Agreement, along with any accompanying executed Insertion Orders, addendums, disclaimers or acknowledgments, sets forth the entire understanding of the parties hereto and supersedes all prior oral and written agreements between the parties relative to the subject matter hereof and merges all prior and contemporaneous discussions between them. Neither party shall be bound by any condition, representation, warranty, covenant or provision other than as expressly stated in or contemplated by this Agreement unless hereafter set forth in a written instrument executed by such party. The parties to this Agreement may, by written consent executed by them, amend, modify or supplement this Agreement.

(ACCEPTED AND AGREED TO UPON EXECUTION OF INSERTION ORDER, WHICH INCORPORATES THESE TERMS BY REFERENCE)