

GENERAL TERMS, CONDITIONS & REFUND POLICY

This Online Training Agreement (as may be amended from time to time, the "Agreement") is by and between Participant and Advint (collectively, the "Parties") made as of the Effective Date of digital acknowledgement of General Terms & Conditions.

In consideration of the mutual covenants contained herein the Parties hereby agree as follows:

1. Online Training.

(a) **Disclaimer.** Except as expressly provided for in this Agreement, to the fullest extent permitted by applicable law, Advint (a) does not make any warranties of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use, non-infringement, or error-free Deliverables; and (b) makes no representation about the content and information set out in or accessible through the Deliverables. All Deliverables are provided on an "as-is" basis. Advint is not responsible for Participant use or implementation of the information set out in the Deliverables.

(b) **Standards.** Advint will perform the Online Training in a professional and workmanlike manner and will use experience and qualifications to perform the Services.

(c) **Restrictions on Use.** Participant agrees that it may only use the materials for its internal business purposes. Participant shall not permit any person to copy, resell or distribute the Deliverables provided by Advint hereunder.

2. Refund Policy:

We provide refunds. It entitles you to a refund if you send a request to adviser@theadvint.com or call 519 489 0440 before three (3) business days of the training. We will refund your training fee and a credit will automatically apply to your original method of payment. Any late is non-refundable. We will refund your fee if Advint staff cannot provide training on the training dates for personal reasons, sickness or other natural calamities.

3. Liability

Neither Advint nor any of its affiliates, nor any of their respective shareholders, directors, officers, employees or agents shall be liable to Participant or its affiliates, or any of their respective shareholders, directors, officers or employees for any loss, liability, damage, cost or expense whatsoever ("Losses") arising out of or in connection with the performance of the Training contemplated by this Agreement, unless such Loss shall be proven to result directly from fraud, gross negligence or intentional misconduct of Advint or any of its affiliates, or any of their respective shareholders, directors, officers, employees or agents.

4. Intellectual Property

(a) **Definitions.** For the purposes of this Agreement:

- (i) “Intellectual Property Rights” means all patent rights, copyrights, trademark rights, rights in trade secrets, design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world;
- (ii) “IP” means anything protectable by an Intellectual Property Right;
- (iii) “Background IP” means all Intellectual Property Rights owned or licensed by a party (1) before the Effective Date; or (2) independent of the Services;
- (iv) “Developed IP” means any IP (other than Background IP) created or discovered by or on behalf of either Party in connection with the performance of Services and provision of Deliverables hereunder.

(b) **Background IP.** Client owns all right, title and interest in Client’s Background IP. Advint owns all right, title and interest in Advint’s Background IP. Except for the license rights in Section **Error! Reference source not found.**, neither Party will acquire any right, title or interest in or to the other Party’s Background IP under this Agreement.

(c) **Deliverables.** As between the Parties, and subject to Section **Error! Reference source not found.**,

- (i) Advint owns all right, title and interest in and to any Developed IP; and
- (ii) to the extent that Client or any of its personnel owns any rights in the Developed IP, Client assigns to Advint (or will procure the assignment to Advint of) all rights, title and interest in or to the Developed IP, provided however that if applicable law prevents future assignments, Client will assign (or will procure the assignment of) such rights as they are created.

5. Confidentiality

(a) Each Party as the recipient (“Receiving Party”) of information which can reasonably be inferred to be confidential or proprietary in nature, whether or not marked or described as “confidential” (“Confidential Information”) of the other Party (“Disclosing Party”) shall, and shall cause its affiliates, directors, officers and employees to: (i) hold all Confidential Information of Disclosing Party in confidence by using the same degree of care to safeguard and prevent the disclosure of such Confidential Information as it uses to protect its own information of like character, and no less than a commercially reasonable degree of care; (ii) not use or copy such Confidential Information except for purposes of performing Services, providing Deliverables, or receiving Services under the Agreement, as applicable; (iii) not disclose such Confidential Information or the provisions of this Agreement except to its personnel who have a need to know such information for the purposes of this Agreement; and (iv) promptly notify Disclosing Party in writing of any unpermitted disclosure or unpermitted use of any Confidential Information of Disclosing Party of which Receiving Party becomes aware.

(b) The Parties agree that information communicated, disclosed or made accessible by Advint to Client in the course of providing Services (including information included in Deliverables provided to Client) shall constitute the Confidential Information of Advint, as the Disclosing Party (except for information incorporated into the provision of Services or Deliverables previously disclosed to Advint by Client).

(c) Receiving Party shall be relieved from its obligations under this Section 5(a): (i) to the extent the Disclosing Party gives its prior written consent; or (ii) to the extent necessary to comply with applicable law, or judicial or governmental order, provided that, unless otherwise prohibited, such Receiving Party uses commercially reasonable efforts to provide prior written notice of such disclosure to Disclosing Party to afford Disclosing Party the opportunity to seek a protective order. "Confidential Information" shall not include any information which: (a) is or becomes publicly known through no wrongful act or failure to act on the part of the Receiving Party; (b) is rightfully obtained by the Receiving Party, free from any obligation of confidence, from a third party which has represented to the Receiving Party that such source is entitled to disclose that information; (c) is known to the Receiving Party prior to such information having been furnished to the Receiving Party in the course of the dealings relating to this Agreement and was not subject to any confidentiality obligation on the part of the Receiving Party; or (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

6. General

(a) **Force Majeure.** Advint shall not be liable to Client for a failure or delay in the performance of any of its obligations under this Agreement if such failure or delay is caused by an event beyond Advint's reasonable control, including, but not limited to, any fire, power failure, natural disaster, labour dispute or government measure (a "**Force Majeure Event**"), provided that Advint gives written notice of the Force Majeure Event to Client and resumes performance of its obligations promptly on cessation of the Force Majeure Event.

(b) **Notices; Consents, etc.** All notices under this Agreement shall be given in writing and shall be sent by registered mail, e-mail or delivered by hand to the addresses set out on the face page of the Agreement or to any other address of which a Party may notify the other in writing from time to time. Notice by hand delivery shall be effective on the date delivered, notice by registered mail shall be effective on the date received and notice by email shall be effective on the date sent, unless (a) the sender has received an error or similar message in respect thereof, in which case the notice is not effective; or (b) the email was sent later than 5 p.m. Toronto time, in which case the email notice is effective on the immediately following business day in Toronto, Ontario.

(c) **Survival.** The following provisions shall survive the termination of this Agreement: Sections 1(a), 1(c), **Error! Reference source not found., Error! Reference source not found.,** 3, 4, 5 and 6.

(d) **Entire Agreement; Modification.** This Agreement (a) contains the complete and entire understanding and agreement of Advint and Client with respect to the subject matter hereof; and (b) supersedes all prior and contemporaneous understandings, conditions and agreements, oral or written, express or implied, respecting the engagement of Advint for advisory services as contemplated herein.

(e) **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) **Waiver of Breach.** The waiver by either Party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver by any other Party to this Agreement with respect to such breach or of any subsequent breach of that provision or any other provision hereof. Any waiver of any term or condition of this Agreement shall only be valid if given in writing.

(g) **Assignment.** Neither Advint nor Client may assign its rights or obligations under this Agreement without the express written consent of the other Party to this Agreement; provided, however, that Advint may assign this Agreement to affiliate without the prior written consent of Client.

(h) **Successors.** This Agreement and all the obligations and benefits hereunder shall inure to the successors and permitted assigns of the Parties.

(i) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf) or other transmission method and any counterparts so delivered are deemed to have been duly and validly delivered and are valid and effective for all purposes.

(j) **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. Each party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts in Ontario and waives objection to the venue of any proceeding in such courts or that such courts provide an inappropriate forum.

(k) **Interpretation.** Unless the context of this Agreement otherwise requires (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the term "Section" refers to the specified Section of this Agreement; (v) the word "including" shall mean "including, without limitation" and (vi) the word "or" shall be disjunctive but not exclusive. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless business days are specified. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against either Party.

(l) **Amendment.** The provisions of this Agreement may be amended only by Advint.