

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **Defined Terms.** In this Agreement, the following terms shall have the following meanings and shall be indicated with a capital letter:
- "**Affiliate**" means any company, body or other organization controlling, controlled by, or under common control of PLI where control is defined as the holding of a majority of the share capital entitled to vote or to otherwise have the power to appoint and remove the management of the company, body or organization. In particular, British Columbia Hydro and Power Authority and Powertech USA Inc. are Affiliates of PLI.
- "**Agreement**" means collectively, the Proposal, as signed by PLI, and these Terms and Conditions.
- "**Client**" means the entity so named in the Proposal.
- "**Client Property**" means equipment, materials or other property, provided to PLI in connection with the Agreement, or otherwise owned by Client but in the possession of PLI.
- "**Deliverables**" means those reports, documents or other items to be provided by PLI to Client as part of the Services as set out under such heading in the Proposal.
- "**Fees**" means those fees and expenses as stipulated in the Proposal.
- "**Information**" means all information data, documents, the Proposal, and Deliverables provided to PLI or Client or resulting from the performance of the Services.
- "**PLI**" means Powertech Labs Inc.
- "**PLI Confidential Information**" means the Proposal and any other information provided by PLI to Client and identified as being confidential.
- "**PLI Intellectual Property**" means all right, title and interest in and to all intellectual property and intellectual property rights, of any form or nature whatsoever, including, without limitation, any and all inventions, discoveries, logos, trade secrets, patents, copyrights, trademarks, products, processes, methodologies, protocols, software, designs, specifications, drawings or models, conceived or reduced to practice by or on behalf of PLI or any Affiliate before or during the course of performing the Services.
- "**Proposal**" means the written proposal issued by PLI to Client forming part of this Agreement which sets out the Services, schedule, Fees and other technical details of the arrangement between the parties.
- "**Services**" means all of the various work and services to be done, executed, provided, delivered and/or performed by PLI as stipulated in the Proposal, including all personnel, labour, facilities, equipment, apparatus, machinery, materials, tests and Deliverables to be furnished and/or supplied by PLI in the performance of all of PLI's obligations under or arising out of this Agreement.
2. **ACCEPTANCE AND EFFECTIVE DATE**
- 2.1. **Acceptance.** Notwithstanding anything to the contrary contained in any other related document, the Client, by accepting the Proposal and instructing PLI to proceed with the Services, by way of issuing a purchase order, or otherwise, accepts that PLI's offer to perform the Services as set out in its Proposal shall be based solely on the terms and conditions contained in this Agreement and no additional terms or conditions in any purchase or service order or other **similar** document issued by Client to PLI shall apply unless expressly agreed to by PLI in a formal amending agreement signed by both parties, or unless a Master Services Agreement has been agreed between the parties, in which case such Master Services Agreement shall prevail.

- 2.2. **Effective Date.** This Agreement shall be effective as of the effective date set out in the Proposal and shall continue until the completion of the Services subject to extension of the time for performance of the Services or termination of this Agreement in accordance with these Terms and Conditions. The schedule for PLI's performance of the Services shall be as set out in the Proposal.
3. **SERVICES**
- 3.1. **PLI Services.** PLI will perform the Services as more particularly described in the Proposal. PLI will only perform those Services, and will deliver to Client only those Deliverables that are expressly set out in the Proposal. PLI may subcontract any part of the Services to a third party, including to any Affiliate.
- 3.2. **Standard of Performance.** PLI shall perform the Services using the degree of skill, care and diligence customarily associated with accepted professional practices for services similar in nature and scope to the Services and in accordance with those standards set out in the Proposal.
- 3.3. **Schedule, Extensions and Adjustments.** Services shall not commence until such time PLI has all Client equipment, materials, instructions and information as required to perform the Services. PLI shall use its reasonable efforts to perform the Services within the time specified in the Proposal. Such time shall be extended by an amount at least equal to any delays in performance of the Services caused by any of the reasons set out in Section 8.1- Force Majeure of these Terms and Conditions. If compensation under this Agreement is on a fixed price or time and expense with an upper limit basis, PLI shall be entitled to an equitable adjustment of such compensation in connection with any delays caused by the Client (including any employee, agent, representative or other contractor of the Client), or in connection with additional costs or time as may be described in the Proposal as potential additions.
- 3.4. **Additional Services.** If Client requests PLI to perform additional work under this Agreement, not within the scope of the Services set out in the Proposal, Client shall advise PLI in writing of its requirements and PLI shall submit a proposal, or other written document addressing the additional work being requested, to Client in response, including a description of the additional work and services proposed to be done, associated fees and schedule and all supporting details of such arrangement. Additional services shall only proceed following agreement of both parties set out in written change order, signed by each of them.

4. CLIENT OBLIGATIONS

- 4.1. **Assistance by Client.** Client shall make available to PLI on a timely basis:
- (a) such documents and information of Client as may be reasonably necessary to assist PLI in the performance of the Services and in meeting its obligations pursuant to this Agreement; and
- (b) any Client Property or other items specified, explicitly or implicitly, to be provided by Client in the Proposal. Client shall immediately transmit to PLI any new information including information relating to changes in plans that becomes available in relation to the Services.

Client hereby warrants the accuracy of all information supplied to PLI by Client unless otherwise specified in writing. If the Fees under this Agreement are on a fixed price or time and expense with an upper limit basis, PLI shall be entitled to an equitable adjustment to the Fees based upon PLI's standard hourly rates in connection with any delays in the performance of the Services caused by Client or any of its personnel, representatives or contractors.

- 4.2. **Transportation, Insurance and Hazardous Materials.** Unless otherwise specified in the Proposal, Client shall be solely responsible for shipping and delivery of Client Property to and from PLI's facilities. PLI encourages Client to use readily recyclable packaging to reduce the environmental impacts of its activities to the minimum practicable level. Client is responsible for securing transportation insurance or any other insurance Client deems required to cover loss or damage to Client Property during transportation or in the performance of the Services. Under no circumstances shall PLI be liable for any damage or loss to Client Property, howsoever caused, during shipping and delivery. Except as is clearly disclosed in writing to PLI, Client represents and warrants that Client Property is free of any hazardous materials (including, without limitation, PCB's or asbestos) or any material which may impede the operation of PLI's or any of its subcontractors' or Affiliates' facilities. Client shall supply PLI with detailed information of all packaged crate contents and all required unpacking, handling and packing instructions required for proper care of Client Property. All dates for acceptance of shipments shall be agreed to in advance by PLI and PLI shall have no obligation to accept shipments arriving at its facilities in advance of agreed dates. If Client Property arrives at PLI's facilities in advance of the agreed dates, PLI reserves the right to return or store the Client Property as follows:
- (a) return any and all such Client Property to Client, at Client's risk and expense; or
 - (b) store any and all such Client Property, at Client's cost and on terms acceptable to PLI.

Client shall compensate PLI for direct costs and expenses actually incurred by PLI that are directly attributable to such disposal.

- 4.3. **Responsibility for Import/Export Requirements.** Client shall be responsible for all customs and import/export requirements for Client Property including for all taxes, import fees or other duties or charges resulting from shipment of Client Property to or from PLI's facilities, PLI will provide reasonable support and documentation assistance in relation thereto. Client shall advise PLI in writing of any and all export restrictions applicable to Client Property arising by virtue of the International Traffic in Arms Regulation (ITAR), the Export Administration Regulation (EAR) or otherwise.
- 4.4. **Risk of Loss and Damage.** Client recognizes that Client Property may be damaged during or because of testing or while in the care and control of PLI or any subcontractor or Affiliate (howsoever caused including, without limitation, due to the nature or requirements of tests) and shall indemnify and hold harmless PLI, its subcontractors and Affiliates against any losses or costs resulting from such damages and agrees that in no event shall PLI be liable for any damage or loss which may be caused to Client Property during performance of the Services or while located at PLI's or its subcontractors' or Affiliates' facilities.
- 4.5. **Attending at PLI's Facilities.** All authorized representatives of Client permitted by PLI to attend the testing facilities for the purpose of but not limited to observing, preparing or adjusting Client Property for testing or shipping or participating in testing of Client Property shall be required to comply with PLI's safety and security requirements as advised. Additionally, Client shall participate as set out above at its own risk and waives any right of action against PLI in association with any resulting loss or injury. Client shall indemnify and hold harmless PLI, its directors, officers, employees, agents, subcontractors and Affiliates from and against any and all liability for any losses, costs, damages and expenses arising from or related to the acts or omissions of authorized representatives of Client or PLI while at the testing facilities.

5. FEES, INVOICING AND PAYMENT

- 5.1. **Fees.** In respect of the Services performed by PLI, compensation shall be in accordance with the Fees. In the event Client suspends,

delays and/or cancels the Services, then standby, dead time, demobilization, remobilization, non-cancellable commitments and/or facility charges will be invoiced to Client as additional fees and expenses. In the event a Client-initiated stoppage extends for a period in excess of 5 days, then Client shall also be invoiced for all work performed up to the date of such stoppage, on a time/material basis or as a prorated fixed price whether or not any Services or Deliverables remain incomplete due to such stoppage.

- 5.2. **Taxes.** All amounts properly invoiced in respect of the Services in accordance with this Agreement are exclusive of all taxes or other governmental or regulatory duties or other amounts that are applicable on any compensation for the Services. If any such taxes or amounts are applicable to amounts payable to PLI, they will be added to amounts invoiced to and paid by Client. PLI reserves the right to increase the Fees by a corresponding amount in the event Client determines any withholding tax obligation prevents PLI from receiving the specified Fees for the Services set forth in the Proposal. For greater certainty, all taxes or levies generally applicable to PLI's operations (e.g. property taxes, payroll taxes and levies, corporate income tax) are included in the Fees and any increases or decreases in such taxes or levies will not result in any change to the Fees.
- 5.3. **Invoicing.** PLI shall provide separate itemized invoices with respect to the Services to Client on a monthly or performance milestone basis as set out in the Proposal. Taxes payable shall be shown as separate line items on each invoice. PLI shall provide to Client such supporting documents, vouchers, statements and receipts as may reasonably be requested by Client.
- 5.4. **Payment.** Subject to performance of the Services in accordance with the terms of this Agreement, and subject to any other provisions regarding payment in the Proposal, Client shall pay PLI all undisputed compensation due within 30 days after the receipt by Client of an invoice from PLI and accompanied with all supporting materials required pursuant to Section 5.3 - Invoicing of these Terms and Conditions. Client shall notify PLI of any disputed invoice items not later than 30 days after the invoice date, or such invoice will be presumed to be correct. Any sum not paid by Client when due will bear interest from the due date until paid at a rate equal to the prime rate of interest charged, from time to time, by the Bank of Montreal plus two (2) percent, calculated and payable monthly.

6. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 6.1. **Intellectual Property and Rights.** PLI does and shall own all PLI Intellectual Property. Except as expressly provided below, nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license or other interest in, to or under any PLI Intellectual Property.
- 6.2. **Ownership of Deliverables.** PLI agrees that upon payment in full, the Deliverables shall be the property of, and ownership thereof shall vest in, Client except for PLI's Intellectual Property in the Deliverables which shall be licensed by PLI to Client in accordance with Section 6.3- Grant of License of these Terms and Conditions. Client may use, publish or distribute the Deliverables without restriction provided that Client shall indemnify and hold PLI harmless from any losses, costs, damages or expenses (including reasonable legal fees) suffered or incurred by PLI as a result of Client's alteration of a Deliverable without PLI's consent or use of a Deliverable for purposes other than those for which the Deliverable was expressly provided having regard to the Proposal. PLI makes no warranty and accepts no duty of care to third parties using or relying on any Deliverable and Client bears the entire risk related to providing any Deliverable to any third party. PLI may keep one copy of the Deliverables for its files, which copy shall be subject to the confidentiality requirements set out in this Agreement.

6.3. **Grant of License.** PLI agrees to grant Client a non-exclusive, non-transferrable, royalty free, personal license to use, copy, and distribute the PLI Intellectual Property only to the extent it is unmodified and contained in a Deliverable as provided by PLI and only if it is absolutely required for the function of such Deliverable. Client shall not otherwise use any PLI Intellectual Property for any purpose without the prior written agreement of PLI, and shall not, directly or indirectly, de-compile, disassemble, or in any way to attempt to reverse engineer, any PLI Intellectual Property, or any Deliverable to extract, derive, or otherwise generate, any PLI Intellectual Property.

6.4. **Confidentiality.** Except as expressly provided in this Agreement, each party and its directors, officers, employees, agents, subcontractors and Affiliates shall:

(a) treat as confidential all Information and PLI Confidential Information (the "Confidential Information") acquired or to which access has been given in the course of, or incidental to, the performance of the Services or this Agreement; and

(b) not use (except for the purpose of the Services, including disclosure to its personnel, subcontractors and Affiliates with a need to know), disclose, or permit to be disclosed, to any person or entity, the Confidential Information without the prior written consent of the other party. Notwithstanding the foregoing, this provision shall not be interpreted as prohibiting or in any way restricting the disclosure by either party of any Confidential Information which:

- (i) is now or becomes public through no fault of that party;
- (ii) that party already had knowledge of or has independently developed from its own work prior to the date of this Agreement;
- (iii) that party received from a third party on a non-confidential basis and who had a right to disclose it; or
- (iv) that party is required to disclose pursuant to a court order or order of an administrative agency having jurisdiction over the Recipient, provided that, to the extent reasonably possible under the circumstances, the other party has first been given an opportunity to defend against or limit the scope of such order.

6.5. **Injunctive Relief.** Each party acknowledges and agrees that unauthorized disclosure of Information or other violation or threatened violation of this Agreement by such party with respect to this Article 6 - Intellectual Property Rights and Confidentiality of these Terms and Conditions will cause irreparable harm to the other party for which damages would not be an adequate remedy. Without prejudice to any other rights or remedies available to a party, each party shall have the right to apply for equitable relief by way of injunction against the anticipated, present or continuing breach by the other party of such provisions of this Agreement without the necessity of proving damages or furnishing a bond or other security.

6.6. **Photographs, Videos and Other Recordings.** Client and any of its personnel or representatives attending at the facilities where the Services are being performed, shall not, without PLI's prior written consent, take any photograph, video or any other visual or audio recording while in attendance at such facilities.

7. WARRANTY, INDEMNITY AND LIABILITY

7.1. **Warranty.** PLI warrants the Services will be performed in accordance with the specifications set forth in the Proposal. Such warranty will be effective for a period of 90 days from the completion of the Services evidenced by the delivery of the final report regarding the Services by PLI to Client. Services which do not conform to the above-stated warranty obligation will be re-performed by PLI at PLI's expense, or if reperformance is impracticable or impossible, PLI will refund to Client the price paid to PLI for the non-conforming Services. Except as specified in this Section 7.1 - Warranty of these Terms and Conditions, PLI hereby disclaims and Client waives all representations, conditions

and warranties (whether express, implied or statutory), including without limitation any warranty or condition:

- (a) of merchantability, fitness for a particular purpose, non-infringement, title, satisfactory quality, or quiet enjoyment; or
- (b) arising from any course of dealing, course of performance, or usage in the industry.

To the extent an implied warranty cannot be disclaimed, such warranty is limited in duration to 90 days from the completion date for the Services set forth in the Proposal and Client's sole and exclusive remedy for breach of any warranty shall be, at PLI's option, re-performance of the Services or termination of this Agreement and return of the portion of the Fees paid to PLI by Client for such non-conforming Services. The warranties and remedies set forth herein are exclusive.

7.2. **Indemnity.** Subject to Section 4.5 of these Terms and Conditions, and to the limitations and exclusions of liability in this Agreement, each party (the "Indemnitor") shall indemnify and save harmless the other party, its directors, officers, employees, agents, subcontractors and Affiliates (the "Indemnitees") from and against any and all losses, costs, damages and expenses suffered or incurred by the Indemnitees or payable to any third party arising from any breach of this Agreement by the Indemnitor, or the negligent acts or omissions or willful misconduct of the Indemnitor and/or its directors, officers, employees, agents, subcontractors or Affiliates in connection with the Services or this Agreement except to the extent that such losses, costs, damages or expenses are caused by the breach of contract, negligent act or omission or willful misconduct of the Indemnitees.

7.3. **Limitations on Liability.** Notwithstanding any other provisions of this Agreement:

(a) PLI's (including its directors, officers, employees, agents, subcontractors and Affiliates) total aggregate liability to Client and to any person or entity claiming through Client for any breach of this Agreement, claim of infringement of intellectual property rights, negligent act or omission or gross negligence in relation to the Services or this Agreement, whether based in tort (including without limitation, negligence), breach of contract, statutory or strict liability, equity or otherwise, shall not exceed the total cumulative sum of the Fees received by or payable to PLI for performance of the Services; and

(b) in no event shall PLI (including its directors, officers, employees, agents, subcontractors and Affiliates) at any time be liable to the Client or to any other person for any special, indirect, incidental damages, consequential damages, loss of revenue, loss of profit, loss of production, loss of use of any equipment, cost of any replacement equipment, cost of capital, claims by or through Client's end-clients, loss of business reputation or opportunity or any other commercial or economic loss which may be sustained by them arising out of or relating to the Services or this Agreement, whether such liability arises out of contract, tort (including negligence), strict liability, warranty, equity or any other legal theory. PLI's liability shall be limited to specifically identified written claims submitted by Client to PLI within one (1) year from the completion date of the Services specified in the Proposal.

(c) PLI's Affiliates shall have the same rights and entitlements as PLI pursuant to this Article 7 - Warranty, Indemnity and Liability of these Terms and Conditions as if such Affiliates were party to this Agreement and Client agrees that PLI's Affiliates shall be entitled to directly rely upon the provisions of this Article 7 - Warranty, Indemnity and Liability of these Terms and Conditions and enforce same against Client.

7.4. **Assessment of Damages.** Client acknowledges and agrees that it is in a better position than PLI to foresee and evaluate any potential damage or loss that Client may suffer in connection with the Services and the Deliverables or any other circumstance related to this Agreement and the Fees PLI is charging Client for

performance of the Services have been calculated on the basis that PLI will exclude and limit its liability as set out in this Article 7 – Warranty, Indemnity and Liability of these Terms and Conditions.

8. DELAY, SUSPENSION/CANCELLATION AND TERMINATION

8.1. **Force Majeure.** PLI shall not be liable for any expense, loss or damage resulting from delay or prevention of performance of the Services caused by fires, floods, acts of God, unusual weather events, public health risks, quarantine, epidemic, pandemic, strikes, labor disputes, labor shortages, inability to secure materials or equipment, fuel or other energy shortages, riots, thefts, accidents, transportation delays, acts or failure to act of Client, acts or failure to act of governmental authorities, Client's delay in obtaining licenses, equipment breakdown or provision of information, materials or equipment to PLI, or any other cause whatsoever, whether similar or dissimilar to those enumerated above, beyond the reasonable control of PLI or any subcontractor or Affiliate. In the event of any delay arising by reason of any of the foregoing, the schedule and Fees as set out in the Proposal shall be equitably adjusted as may be required.

8.2. **Suspension/Cancellation.** This Section 8.2 is subject to any suspension/cancellation/termination policy specified in the Proposal. Client may, for its convenience, delay or suspend PLI's performance of any or all of the Services, by giving written notice to PLI, provided that arrangements agreeable to both parties have been made with respect to the storage or disposition of Client's Property during the period of any such delay or suspension. In addition, Client shall compensate PLI for direct costs and expenses actually incurred by PLI that are directly attributable to a delay or suspension, including a suspension/cancellation/termination fee equal to 25% of the Fees payable to PLI for performance of the Services subject to any other suspension/cancellation/termination policy specified in an applicable Proposal, but not for lost profit. Such costs shall be invoiced to Client and payable pursuant to the terms of this Agreement. At Client's request, PLI shall resume performance of the Services as soon as reasonably possible following a delay or suspension. If arrangements for the storage or disposition of Client's Property during the period of any such delay or suspension have not been agreed to within 14 days of PLI's receipt of Client's notice of intent to delay or suspend the Services, or such shorter period deemed necessary by Powertech if circumstances render 14 days impracticable, PLI reserves the right to return or store the Client Property as follows:

- (a) return any and all such Client Property to Client, at Client's risk and expense; or
- (b) store any and all such Client Property, at Client's cost and on terms acceptable to PLI.

Client shall compensate PLI for direct costs and expenses actually incurred by PLI that are directly attributable to such disposal.

PLI may suspend performance of Services by giving written notice to Client where Client has failed to provide any consents, approvals, information, Client Property or instructions required by PLI to perform the Services in a timely and complete manner or when payment for such Services is not received by PLI within 45 days after the submittal of an undisputed invoice to Client. Notwithstanding the foregoing, PLI may stop work immediately without notice, and without penalty, in the event of a health or safety emergency and shall notify Client of such health or safety emergency in writing as soon as practicable thereafter.

8.3. **Termination for Default by Client.** Without restricting any other rights or remedies that may be available, Client may, at its sole option, immediately terminate this Agreement with written notice to PLI if PLI has failed to comply with any material term or condition of this Agreement, and PLI has failed to rectify, or take adequate steps to rectify, any such default to the satisfaction of

Client, acting reasonably within 30 days' of receipt of written notice from Client setting out the act(s) of PLI's default.

8.4. **Termination for Default by PLI.** Without restricting any other rights or remedies that may be available, PLI may, at its sole option, immediately terminate this Agreement with written notice to Client if:

- (a) Client has provided Client Property to PLI which contains any hazardous material or substance not previously declared to PLI and agreed by PLI to be acceptable;
- (b) Client has failed to provide any consents, approvals, information, Client Property or instructions required by PLI to perform the Services in a timely and complete manner within 30 days of PLI's reasonable request for same;
- (c) any undisputed invoice of PLI remains unpaid by Client for a period of 60 days from the date of invoice; or
- (d) Client fails, within 30 days of receipt of written notice from PLI, to have Client Property removed from PLI or any Affiliate's facilities following completion or termination of the Services with respect to such Client Property.

8.5. **Termination for Bankruptcy or Similar Proceedings.** Either party may immediately terminate this Agreement by written notice to the other party in the event that the other party commences bankruptcy, receivership, insolvency, reorganization or other similar proceedings. A party shall immediately notify the other party in the event any of the foregoing proceedings are commenced. After receipt of notice of such proceedings, the other party may suspend work or payment under this Agreement to the extent necessary to protect that party against loss.

8.6. **Obligations Upon Termination.** Upon termination of this Agreement, PLI shall cease to perform any further related Services and Client shall immediately pay PLI for all Services performed to the effective date of termination and reimburse PLI for all expenses and costs incurred up to the effective date of termination, including any non-cancellable commitments, facility charges and/or costs associated with demobilization as a result of the termination, as applicable. Subject to any other suspension/cancellation/termination policy specified in an applicable Proposal, where Client has terminated the Agreement for convenience, a suspension/cancellation/termination fee equal to 25% of the Fees payable to PLI for performance of the Services shall apply. Such amount shall be invoiced to Client upon termination and payable pursuant to the terms of this Agreement, provided that where payment has been paid to PLI in advance of the performance of the Services which have not and will not be delivered to Client following termination, PLI shall, at PLI's option, promptly (a) return the price paid to PLI to Client or (b) issue to Client a credit note to be used against future projects. The amount of the refund or credit note, as applicable, shall be in the amount of the Fees paid to PLI, less any amount payable to PLI by virtue of this Section 8.6, including but limited to amounts paid for Services performed, non-cancellable commitments, demobilization costs and the 25% suspension/cancellation/termination fee.

8.7. **Disposition of Client Property.** Within 30 days of the completion or termination of the Services, Client shall, in respect of any Client Property, either

- (a) remove from PLI's premises, care or custody all such Client Property;
- (b) direct PLI to return any and all such Client Property to Client, at Client's cost;
- (c) direct PLI to destroy any and all such Client Property, at Client's cost; or
- (d) request that PLI store any and all such Client Property, at Client's cost and on terms acceptable to PLI.

Upon failure of Client to do any of the above within the specified time, and subject to any applicable statutory requirements, PLI

shall have no obligation to keep such Client Property and shall be free to dispose of it at Client's expense.

In no event shall Powertech be responsible or liable for any loss resulting from the retention or destruction of Client Property after the completion or termination of the Services. In the event that Client fails to remove any Client Property, or provide instructions to PLI with respect to the disposition of same, PLI shall be entitled to use or dispose of the Client Property as it sees fit in such circumstances. Client hereby agrees to indemnify Powertech for all cost and/or liability arising out of the return, storage or disposition of any Client Property referred to in this clause.

9. DISPUTE RESOLUTION

9.1. **Proceedings.** The parties shall attempt to amicably resolve any dispute. If the parties are unable to resolve such dispute within 30 days after the date the dispute arose, either party may initiate litigation upon written notice to the other party.

9.2. **Injunctive Relief and Continued Performance.** For the avoidance of doubt, it is agreed that nothing in this Article 9 - Dispute Resolution of these Terms and Conditions shall prevent a party from seeking equitable relief before any appropriate court, including but not limited to with respect to breach of the confidentiality and intellectual property provisions of this Agreement. The commencement of any dispute resolution proceedings shall in no way affect the continual performance of the parties' respective obligations under this Agreement.

10. GENERAL

10.1. **Communications.** All communications, correspondence and documentation required or provided for in this Agreement shall be in the English language.

10.2. **Notices.** Any notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, by registered mail or by email to the address for each party set out in the Proposal. Notices sent by personal delivery or email shall be deemed received upon successful delivery or transmission. Notices sent by registered mail shall be deemed received 7 days after date of posting. Either party may revise its address for notice by providing written notification to the other party by one of the methods set out in this Section 10.2 - Notices of these Terms and Conditions.

10.3. **Public Announcements.** Neither Party nor any of their Affiliates or representatives shall (orally or in writing) publicly disclose, issue any press release or make any other public statement, or communicate with the media, concerning the existence of this Agreement or the subject matter hereof, without the prior written approval of the other Party (which shall not be unreasonably withheld, conditioned or delayed), except if and to the extent that such Party is required to make any public disclosure or filing with respect to the subject matter of this Agreement: (i) by applicable Law; (ii) pursuant to any rules or regulations of any securities exchange on which the securities of such party or any of its Affiliates are listed or traded; or (iii) in connection with enforcing its rights under this Agreement.

10.4. **Further Actions.** The parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt reasonable measures to ensure the realization of the objectives of this Agreement. Each party shall, from time to time, take such actions and execute such documents as may be necessary to give effect to this Agreement.

10.5. **Corruption/Fraud.** Neither party shall engage in any corrupt, fraudulent, misleading, deceptive, obstructive, coercive, collusive or unethical practices or breach any applicable laws regarding corruption or fraud.

10.6. **No Restriction.** This Agreement does not prevent either party from entering into consulting or other contractual arrangements with third parties, including third parties who may be existing clients or competitors of the other party.

10.7. **Independent Contractor.** PLI is an independent contractor. This Agreement shall not create, nor shall it be deemed to create, the relationship of employer and employee, principal and agent, partnership, or joint venture between Client and PLI or between Client and any directors, officers, employees, agents or subcontractors of PLI. PLI is responsible for any deductions or remittances which are or may hereafter be, required by law. Neither party has any authority to make any representation, enter any commitment, or incur any expenses, debts or liability on behalf of the other party, except with their prior written consent.

10.8. **Severability.** If any provision of this Agreement is for any reason found to be unenforceable at law, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the unenforceable provision had never been included in this Agreement.

10.9. **Waiver.** No waiver of any provision of the Agreement, or of a breach hereof, is valid unless it is in writing, signed by the waiving party. A waiver of any right under this Agreement on the part of either party shall not be deemed to be a waiver of any other right, and a waiver of any right in any one instance shall not be deemed to be a waiver of that right in any other instance.

10.10. **Amendments.** No amendment of this Agreement shall be valid unless it is in writing, signed by both parties.

10.11. **Assignment.** Neither party may assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.

10.12. **Survival.** The expiry or termination of this Agreement shall not affect or prejudice any rights or obligations that have accrued or arisen under this Agreement prior to expiry or termination, and those rights and obligations shall survive such expiry or termination. Any provision contained within this Agreement which by its very nature is intended or reasonably intended to survive expiry or termination of this Agreement and all other provisions of this Agreement necessary to give effect thereto, including but not limited to provisions with respect to payment, liability, indemnity, insurance, confidentiality, intellectual property and dispute resolution, shall survive such expiry or termination.

10.13. **Enurement.** This Agreement shall enure to the benefit of and be binding upon the administrators, successors and permitted assigns of the parties.

10.14. **Applicable Laws.** This Agreement shall be subject to, interpreted, performed and enforced in accordance with the laws of British Columbia without regard to British Columbia or Canadian law governing conflicts of law, even if one or more of the parties to this Agreement may be resident of or domiciled in any other province or country. Except as set out in Article 9 - Dispute Resolution of these Terms and Conditions, the parties irrevocably submit to the exclusive jurisdiction of the Supreme Court of British Columbia.

10.15. **Headings.** The division of this Agreement into Articles, Sections, Schedules, Appendices or other subdivisions, and the insertion of headings, are for convenience of reference only and do not affect the interpretation of this Agreement.

10.16. **Entire Agreement.** This Agreement is the entire agreement between the parties. There are no other undertakings, representations, warranties or promises between the parties, express or implied with respect to the subject matter of this Agreement. All other terms, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law.