

SOUTHCOTT LEADERSHIP INC. MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into between:

Southcott Leadership Inc., a corporation incorporated under the Canada Business Corporations Act, with its registered office at 17 O'Reilly Street, St. John's, Newfoundland and Labrador A1E 3H2 (“**Southcott**”);

and

the corporation, organization or other entity identified as the client in the acknowledgement and acceptance of this Agreement (the “**Client**”).

Southcott and the Client are each a “Party” and together the “Parties”. This Agreement is effective as of the date the Client acknowledges and accepts this Agreement (the “Effective Date”). This Agreement sets out the general terms on which Southcott provides consulting, training, coaching, facilitation and related professional services to the Client. The specific services for each engagement are set out in one or more Statements of Work entered into under this Agreement.

1. Definitions and Interpretation

1.1 In this Agreement:

- (a) “Associate” means an employee, associate, subcontractor or subject matter expert engaged by Southcott to assist in delivering the Services;
- (b) “Client Materials” means the documents, data, branding, policies and other materials provided by the Client to Southcott in connection with an engagement;
- (c) “Deliverables” means the reports, assessments, summaries, learning materials and other work product that Southcott delivers to the Client under a Statement of Work;
- (d) “Fees” means the professional fees payable to Southcott as set out in the applicable Statement of Work;
- (e) “Services” means the consulting, training, coaching, facilitation and related professional services described in a Statement of Work;
- (f) “Southcott Materials” means all materials, methodologies, models, frameworks, tools, templates, curricula, facilitation approaches, learning activities, assessments, workbooks, participant materials, presentations, graphics, digital resources and know-how that are owned or developed by Southcott, whether developed before, during or after an engagement, including the Pause Model and all related processes, models and documentation, and all improvements to any of the foregoing; and
- (g) “Statement of Work” or “SOW” means a statement of work, order form or similar ordering document entered into by the Parties that describes an engagement and incorporates this Agreement by reference.

1.2 Headings are for convenience only. “Including” means “including without limitation”. All dollar amounts are in Canadian dollars.

2. Services and Statements of Work

2.1 Southcott shall provide the Services described in the applicable Statement of Work, proposal, email confirmation or other written documentation setting out the agreed terms of an engagement (the "Engagement Documentation"). Southcott's services may include leadership development, executive coaching, facilitation, organizational development, culture and change initiatives, strategic planning, conflict management, workplace mental health education, customized learning programs, assessments and related advisory services.

2.2 The Engagement Documentation will identify, where applicable, the Services to be provided and the applicable Fees, and may also identify the objectives, scope of Services, Deliverables, timeline, payment schedule, expenses and travel, project assumptions, Client responsibilities, and any early exit options for that engagement. Engagement Documentation forms part of this Agreement once accepted by both Parties. Acceptance may be evidenced by signature, electronic acceptance, written confirmation by email, or other written agreement between the Parties. The Parties may enter into any number of engagements under this Agreement, and more than one engagement may be in effect at the same time.

2.3 If there is any inconsistency between this Agreement and the Engagement Documentation, this Agreement will prevail unless the Engagement Documentation expressly identifies the provision of this Agreement that it modifies.

2.4 Engagement Documentation may take the form of a Statement of Work, proposal, email confirmation, order form or other written record that describes the Services and Fees agreed to by the Parties. The Engagement Documentation may incorporate this Agreement by reference, including by referring to the address where this Agreement is posted online. This Agreement applies to an engagement whether or not a copy of this Agreement is physically attached to the applicable Engagement Documentation.

2.5 **Standard of Performance.** Southcott shall perform the Services in a professional and workmanlike manner, with reasonable care, skill and diligence, consistent with generally recognized standards for similar services, and in compliance with applicable laws, in each case subject to the Client meeting its obligations under Section 3.

2.6 **Non-Exclusivity.** The engagement is non-exclusive. Southcott may provide the same or similar services to other clients, and the Client may obtain the same or similar services from other providers, subject in each case to the confidentiality and intellectual property obligations in this Agreement.

2.7 **Changes.** Either Party may request a change to the scope, timeline, Deliverables or Fees of an engagement. Southcott will discuss the impact of the requested change with the Client before proceeding, and no change is binding until recorded in an amended Statement of Work or a written change order signed by both Parties.

3. Client Responsibilities

3.1 The Client shall:

- (a) designate a primary contact with authority to make decisions for the engagement;
- (b) provide timely access to the information, personnel, facilities and systems reasonably required for the engagement;
- (c) unless the applicable engagement documentation provides otherwise, arrange and pay for the venue, catering, audio visual equipment, printing and participant coordination for in-person sessions;

- (d) obtain any internal approvals needed for the engagement and communicate promptly any changes that may affect it; and
- (e) participate actively and in good faith in the engagement.

3.2 Southcott is not responsible for any delay or failure to perform to the extent caused by the Client's failure to meet its obligations, and the Parties will adjust the timeline, and where the delay causes Southcott material additional work, the Fees, as reasonably required.

4. Personnel and Associates

4.1 Southcott may engage qualified Associates to assist in delivering the Services where appropriate, including to provide specialized expertise and maintain continuity of service. Southcott remains fully responsible for the quality and timeliness of all Services and shall ensure that each Associate is bound by obligations of confidentiality, privacy and professional conduct consistent with this Agreement.

5. Fees, Expenses and Payment

5.1 The Client shall pay the Fees set out in the engagement documentation. Unless the engagement documentation provides otherwise: all fees are quoted in Canadian dollars; applicable taxes, including HST, are additional; invoices are payable within thirty (30) days of the invoice date, without set-off; and all amounts paid are non-refundable except as expressly provided in this Agreement or the applicable engagement documentation.

5.2 **Payment Structures.** Each engagement documentation may provide for payment by fixed fee, deposit and balance, installments or milestones. Deposits are applied to the Fees as set out in the engagement documentation and, unless the engagement documentation provides otherwise, are non-refundable once Southcott has commenced the Services.

5.3 **Expenses.** The Client shall reimburse Southcott for reasonable travel and project expenses identified in the engagement documentation or approved by the Client in advance in writing, at actual cost.

5.4 **Late Payment.** Southcott may charge interest on overdue amounts at 1.5% per month (18% per annum), or the maximum rate permitted by law if lower, from the due date until paid. If any undisputed amount remains overdue for more than fifteen (15) days, Southcott may, on five (5) business days' prior written notice, suspend the Services until payment is made in full. The Client shall reimburse Southcott for the reasonable costs of collecting overdue amounts, including reasonable legal fees. A good faith dispute about part of an invoice does not excuse payment of the undisputed part.

6. Scheduling, Rescheduling and Cancellation

6.1 Session dates will be scheduled by mutual agreement. A Party that needs to reschedule or postpone a scheduled session shall give as much notice as reasonably possible.

6.2 Unless the applicable Statement of Work provides otherwise, if the Client cancels a scheduled training session, workshop or facilitated session, the following cancellation fees apply, calculated on the professional Fees for the cancelled session:

- (a) more than thirty (30) days' notice: no cancellation fee;
- (b) fifteen (15) to thirty (30) days' notice: 25% of the session Fees;
- (c) eight (8) to fourteen (14) days' notice: 50% of the session Fees; and

(d) seven (7) days' notice or less: 100% of the session Fees.

6.3 Any non-refundable travel, venue or other expenses already incurred remain payable in addition to the amounts above. Southcott recognizes that exceptional circumstances occur and may waive or reduce cancellation fees at its discretion, including where the session is rescheduled to a new date within a reasonable period.

7. Term and Termination

7.1 This Agreement commences on the Effective Date and continues until terminated in accordance with this Section 7 (the “**Term**”).

7.2 **Convenience.** Either Party may terminate this Agreement for convenience on thirty (30) days' prior written notice. Termination of this Agreement does not, by itself, terminate any Statement of Work then in progress, and this Agreement continues to govern each outstanding Statement of Work until it is completed or terminated. An individual engagement documentation may be terminated early only as set out in that engagement documentation or by mutual written agreement. No termination for convenience relieves the Client of its obligation to pay Southcott for Services performed and for non-cancellable commitments reasonably incurred up to the effective date of termination, in accordance with Section 7.4.

7.3 **Cause.** Either Party may terminate this Agreement or any engagement documentation, effective on written notice, if the other Party: (a) materially breaches this Agreement and, where the breach is capable of cure, fails to cure it within thirty (30) days after receiving written notice of the breach; (b) becomes insolvent or admits its inability to pay its debts as they become due; (c) becomes subject to any bankruptcy or insolvency proceeding; or (d) makes a general assignment for the benefit of creditors.

7.4 **Effect of Termination.** On expiry or termination for any reason: (a) the Client shall pay Southcott all Fees and approved expenses for Services performed up to and including the effective date of termination, together with any non-cancellable commitments reasonably incurred for the engagement; (b) Southcott shall deliver to the Client all completed Deliverables for which the Client has paid; (c) each Party shall return or destroy the other's Confidential Information in accordance with Section 9; and (d) the licence granted under Section 8.2 shall continue only with respect to Deliverables and Southcott Materials for which the Client has paid in full, and shall remain subject to all restrictions in Section 8.

7.5 **Survival.** Sections 5, 6, 7.4, 8, 9, 10, 12, 13, 14, 15 and 16, and any other provision that by its nature should survive, survive termination or expiry of this Agreement.

8. Intellectual Property

8.1 **Ownership.** Southcott owns and retains all right, title and interest, including all intellectual property rights, in and to the Southcott Materials and the Deliverables. Nothing in this Agreement transfers ownership of any Southcott Materials or Deliverables to the Client.

8.2 **Licence to the Client.** Subject to full payment of the Fees and expenses due under the applicable Statement of Work and the Client's ongoing compliance with this Section 8, Southcott grants the Client a non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Deliverables, and any Southcott Materials provided to the Client or its participants as part of the engagement, solely for the Client's internal business and learning purposes. Southcott may terminate this licence immediately on written notice if the Client breaches any provision of this Section 8, and on termination of the licence the Client shall immediately cease all use of the Southcott Materials and Deliverables and return or destroy all copies in its possession. Individuals

who participated in an engagement may keep their participant materials for their own personal continued learning, but such materials remain the property of Southcott and may not be reproduced, distributed, or used to develop or deliver programs or services for any organization.

8.3 Restrictions. Except as expressly permitted by Section 8.2 or with Southcott's prior written consent, the Client shall not, and shall ensure its personnel do not:

- (a) reproduce, sell, license, distribute, publish or otherwise make available any Southcott Materials or Deliverables to any third party;
- (b) use any Southcott Materials or Deliverables to develop, deliver or facilitate training, coaching, facilitation or similar programs, whether inside or outside the Client's organization, other than internal use of participant materials by the individuals who received them;
- (c) modify, adapt or create derivative works of any Southcott Materials;
- (d) record, photograph or stream any session, in whole or in part; or
- (e) remove or obscure any proprietary notices on any Southcott Materials or Deliverables.

8.4 Client Materials; Know-How. The Client Materials remain the property of the Client. The Client grants Southcott a non-exclusive licence to use the Client Materials solely to perform the Services, and represents and warrants that it has all rights necessary to provide the Client Materials to Southcott and to grant this licence, and that Southcott's use of the Client Materials as contemplated by this Agreement will not infringe or misappropriate the rights of any third party. Southcott may continue to use the general experience, skills, knowledge, ideas, methods and techniques it develops or retains in performing the Services, and may use feedback and lessons learned from an engagement, provided that no Client Confidential Information is disclosed and no Client or participant can reasonably be identified.

8.5 Trademarks. Nothing in this Agreement grants the Client any right to use Southcott's names, logos, trademarks or brand elements, including the Pause Model name, whether registered or unregistered, except as they appear within materials properly used under the licence in Section 8.2.

9. Confidentiality and Privacy

9.1 "Confidential Information" means all non-public, confidential or proprietary information of a Party disclosed to the other Party in connection with this Agreement, whether or not marked as confidential, and includes the Southcott Materials and information about the Client's personnel, operations and workplace matters shared during an engagement. The receiving Party shall use the disclosing Party's Confidential Information solely to perform this Agreement, shall not disclose it except to its personnel, Associates and advisors who need to know it and are bound by confidentiality obligations, and shall protect it with at least the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable degree of care. The obligations under this Section 9 shall continue for a period of five (5) years after the expiry or termination of this Agreement, except that confidentiality obligations with respect to trade secrets shall continue indefinitely for so long as the information remains a trade secret.

9.2 Confidential Information does not include information that: (a) is or becomes public other than through the receiving Party's breach; (b) is received from a third party not under a duty of confidentiality; (c) was already in the receiving Party's possession before disclosure; or (d) is independently developed without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information to the extent required by law or court order, giving reasonable prior notice to the disclosing Party where permitted.

9.3 On termination or expiry, at the disclosing Party's written request, the receiving Party shall return or destroy the disclosing Party's Confidential Information, except for copies retained for legal, regulatory or routine back-up purposes, which remain subject to this Section 9.

9.4 **Privacy.** To the extent Southcott collects, uses or processes personal information in performing the Services, Southcott shall comply with applicable Canadian privacy laws, including the Personal Information Protection and Electronic Documents Act (Canada), use such personal information solely as necessary to perform the Services, protect it with commercially reasonable safeguards, and promptly notify the Client of any confirmed breach of security affecting the Client's personal information. Participation by individuals in coaching, focus groups or assessments may be subject to additional confidentiality protocols agreed in the applicable Statement of Work.

9.5 **Equitable Relief.** Each Party acknowledges that a breach of Section 8 or this Section 9 may cause irreparable harm for which damages would be an inadequate remedy, and that the non-breaching Party is entitled to seek injunctive or other equitable relief in addition to any other remedies available at law or in equity.

10. Professional Standards; No Advice

10.1 Southcott provides consulting, facilitation, coaching, education and organizational development services. The Services and Deliverables are intended to support informed decision-making and do not constitute legal, medical, psychological, clinical, therapeutic, financial or human resources advice, and no professional-client or therapeutic relationship is created between Southcott (or any Associate) and the Client or any participant. The Client is responsible for its own decisions and for how it implements any recommendations.

10.2 Organizational outcomes depend on many factors beyond Southcott's control, including leadership decisions, organizational culture, participant engagement and implementation efforts. Southcott does not warrant or guarantee any particular business or organizational outcome from the Services.

11. Representations and Warranties

11.1 Each Party represents and warrants that it is validly existing, has the authority to enter into and perform this Agreement, and that this Agreement is a binding obligation enforceable against it.

11.2 Except for the express warranties in this Agreement, each Party disclaims all other warranties and conditions, whether express, implied or statutory, including any implied warranties of merchantability and fitness for a particular purpose.

12. Insurance

12.1 During the Term, Southcott shall, at its own expense, maintain commercial general liability insurance of not less than \$2,000,000 per occurrence and, if and to the extent Southcott elects to maintain it, professional liability (errors and omissions) insurance with limits Southcott considers appropriate. Southcott shall provide a certificate of insurance to the Client on reasonable request. Each Party is responsible for maintaining any insurance appropriate to its own operations.

13. Indemnification

13.1 Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its directors, officers, employees and agents from and against third-party claims, and

resulting losses, damages, liabilities, costs and expenses (including reasonable legal fees), to the extent arising out of: (a) the Indemnifying Party's breach of Section 9 (Confidentiality and Privacy); (b) the Indemnifying Party's gross negligence, fraud or wilful misconduct; or (c) a claim that the materials supplied by the Indemnifying Party (in Southcott's case, the Southcott Materials or Deliverables, and in the Client's case, the Client Materials) infringe or misappropriate a third party's intellectual property rights, excluding in Southcott's case any claim arising from Client Materials or from the Client's use or modification of materials other than as permitted by this Agreement.

13.2 The indemnified Party shall promptly notify the Indemnifying Party of the claim (provided that a failure to give prompt notice shall not relieve the Indemnifying Party of its obligations except to the extent it is materially prejudiced by such failure), allow the Indemnifying Party to control the defence and settlement (provided any settlement imposing a non-monetary obligation on the indemnified Party requires its prior written consent), and provide reasonable cooperation at the Indemnifying Party's expense.

14. Limitation of Liability

14.1 Neither Party is liable to the other for any loss of profit, revenue or data, or for any indirect, incidental, consequential, special, exemplary or punitive damages, whether or not the possibility of such damages was foreseeable or disclosed. This exclusion does not apply to a Party's breach of Section 8 (Intellectual Property) or Section 9 (Confidentiality and Privacy) or to a Party's indemnification obligations under Section 13.

14.2 Each Party's total aggregate liability arising out of or relating to an engagement shall not exceed the total Fees paid or payable to Southcott under the Statement of Work giving rise to the claim. This limit does not apply to: (a) the Client's obligation to pay Fees and expenses; (b) a Party's breach of Section 8 or Section 9; (c) a Party's indemnification obligations under Section 13; or (d) a Party's gross negligence, fraud or wilful misconduct. The Parties agree this allocation of risk is fair and reasonable having regard to the Fees payable and the nature of the Services.

15. Non-Solicitation

15.1 During an engagement and for twelve (12) months after the applicable Statement of Work is completed or terminated, neither Party shall, directly or indirectly, solicit for employment or engagement, or hire or engage, any employee, Associate or contractor of the other Party who was involved in the engagement, without the other Party's prior written consent. General advertising that is not specifically targeted at such persons is not a breach of this Section.

15.2 For greater certainty, this Section does not restrict, and shall not be breached by, (a) either Party's continued engagement of its own employees, Associates or contractors; or (b) any employment or engagement relationship between a person and a third party (including a Party) that existed prior to, or arose independently of, the applicable engagement.

16. Dispute Resolution

16.1 If a dispute arises under this Agreement, the Parties shall first make reasonable efforts to resolve the matter through good faith discussions between their authorized representatives within thirty (30) days of one Party giving the other written notice of the dispute.

16.2 If the dispute is not resolved through discussion, the Parties shall consider mediation before a mutually agreed mediator before commencing legal proceedings, unless immediate action is necessary to protect a Party's rights or to comply with a limitation period. Nothing in this Section

prevents either Party from seeking urgent injunctive or other equitable relief. Each Party shall continue to perform its obligations under this Agreement, to the extent reasonably possible, while a dispute is being resolved.

17. Force Majeure

17.1 Neither Party is liable for any delay or failure to perform (other than an obligation to pay) caused by events beyond its reasonable control, including natural disasters, fire, flood, epidemic or pandemic, war, civil unrest, labour disruptions, government action, or failures of utilities, transportation or communication systems. The affected Party shall resume performance as soon as reasonably practicable. If the event continues for more than sixty (60) consecutive days, either Party may terminate the affected Statement of Work on written notice, and the Client shall pay for Services performed up to the date of termination.

18. General

18.1 **Independent Contractor.** The Parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, agency, employment or fiduciary relationship between them, and neither Party may bind the other. Each Party is responsible for its own employees, contractors, taxes, insurance and statutory obligations.

18.2 **Notices.** All notices must be in writing and sent to the contacts identified in the applicable Statement of Work (or as updated in writing), and are effective on hand delivery, on confirmed delivery by courier, or on the date sent by email during business hours (and otherwise on the next business day).

18.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, not to be unreasonably withheld, except that Southcott may assign this Agreement to an affiliate or to a successor in connection with a merger, reorganization or sale of all or substantially all of its assets, on written notice to the other Party. The Client may assign this Agreement to an affiliate or successor in connection with a merger, reorganization or sale of all or substantially all of its assets only with Southcott's prior written consent, not to be unreasonably withheld.

18.4 **Governing Law and Forum.** This Agreement is governed by the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable in that province. The Parties submit to the exclusive jurisdiction of the courts of Newfoundland and Labrador, subject to Section 16.

18.5 **Entire Agreement; Severability; Amendment.** This Agreement, together with each Statement of Work, is the entire agreement between the Parties for its subject matter and supersedes all prior proposals and discussions. If any provision is found invalid or unenforceable, the remaining provisions continue in full force, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable. This Agreement may be amended only in writing signed by both Parties, and no waiver is effective unless in writing and signed by the waiving Party.

18.6 **Counterparts; Electronic Signature.** This Agreement and any engagement documentation may be signed in counterparts and delivered electronically, including by electronic signature, each of which is an original and all of which together form one agreement.

18.7 **Publicity.** Southcott may identify the Client as a client of Southcott and use the Client's name and logo for marketing and promotional purposes, including on Southcott's website and in client lists, provided that Southcott does not disclose any Client Confidential Information. Any other

public statement about the engagement requires the Client's prior written consent, not to be unreasonably withheld.

By completing and submitting the acknowledgement below, the individual submitting this form:

- confirms that they are authorized to accept this Agreement on behalf of the Client;
- acknowledges that they have reviewed the Southcott Leadership Inc. Master Services Agreement;
- accepts and agrees, on behalf of the Client, to be bound by the terms of this Agreement; and
- acknowledges that this electronic acceptance has the same force and effect as an original handwritten signature.

The Agreement becomes effective on the date and time the electronic acknowledgement is submitted (the "Effective Date").