

By checking the box next to the words “I agree to the Registration Agreement”, you AGREE that you have read the Agreement set out below and AGREE to be bound by all of its terms and conditions. Your use of System, including accessing HDC Data and (where applicable) providing Contributor Data, is conditional upon your agreement with the terms and conditions of the Agreement.

If you DO NOT AGREE with any provision contained in the Agreement or you do not check the box next to the words “I agree to the Registration Agreement”, you will not be permitted to use the System.

If at any time you wish to terminate this Agreement, you may do so by making your account inactive or writing to HDC at the address in the Agreement. Upon termination, your access to the System will be suspended within 24 hours.

Registration Agreement

IMPORTANT! CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE SUBMITTING THE REGISTRATION FORM, USING OR ACCESSING THE SYSTEM OR (IF APPLICABLE) PROVIDING CONTRIBUTOR DATA TO HDC. BY SUBMITTING THE REGISTRATION FORM, USING OR ACCESSING THE SYSTEM OR PROVIDING CONTRIBUTOR DATA TO HDC, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT SUBMIT YOUR REGISTRATION FORM, USE OR ACCESS THE SYSTEM OR PROVIDE CONTRIBUTOR DATA TO HDC.

1. Definitions

In this Agreement, unless expressed or implied to the contrary:

“**Addenda**” means any addenda to this Agreement related to the Contributor Data, services or this Agreement agreed to by the parties in writing.

“**Agreement**” means this Registration Agreement, including the Registration Form, any Addenda, the HDC Policies, the Data Sharing Agreement and other documents referred to in this Agreement.

“**Business Day**” means any day other than a Saturday, Sunday or public holiday in the Province of British Columbia.

“**Channel**” means an information channel subscribed to by the User via the System.

“**Claim**” means any actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any claim or demand resulting therefrom or any other claim or demand of whatever nature or kind.

“**Clinic**” means, where the User is a Clinical Data Contributor, the clinic, medical practice, medical centre or other health services provider with which the User is affiliated.

“**Confidential Information**” means all the terms of this Agreement, all information and data relating to or derived from the System, the HDC Data, Contributor Data and any Personal Information provided by the User to HDC.

“**Clinical Data Contributor**” means a clinician User who contributes Contributor Data to HDC and may access and share HDC Data using the System, and includes any Personnel authorized by the Clinical Data Contributor to contribute Contributor Data and access and share HDC Data using the System.

“**Clinic Support Staff User**” means Medical Office Assistants (MOA), coach, peer mentor, or clinic manager, working with a Clinician Data Contributor, who can be granted role-based

access to the HDC web application by their Medical Director or Clinical Lead or designate.

“**Contributor Data**” means, where the User is a Contributor, the Electronic Medical Record patient data in the custody and control of the User, located at the Clinic and stored on the HDC Endpoint within the Clinic network or within an HDC managed endpoint data centre.

“**Data Sharing Agreement**” means the agreement between HDC and the User regarding the sharing of data in relation to one or more Channels.

“**Documentation**” means any documentation that HDC makes available to the User in relation to this Agreement or the System.

“**Effective Date**” means the date on which the User’s application for registration is approved by HDC in accordance with Section 2.

“**HDC**” means the Health Data Coalition, a Canada not-for-profit corporation, having an office at: c/o 204-1005 Cook Street, Victoria, British Columbia V8V 3Z6..

“**HDC Endpoint**” means the endpoint hardware and software provided to a Clinic to enable the connection to the System.

“**HDC Data**” means the fully aggregated Contributor Data sent to the System that the User is authorized to access by subscribing to a Channel.

“**HDC Partner**” means an HDC approved organization that supports healthcare providers in quality improvement work.

“**HDC Partner User**” means a registered user from an HDC approved stakeholder who may access data using the HDC application, but does not contribute any data.“

“**HDC Policies**” means the policies of the HDC in effect as of the Effective Date, as updated from time to time, and include the Privacy Policy, Privacy Breach Management Policy, Access Control Policy and HDC Data Use and Disclosure Policy which may be made available to the User through the System or on HDC’s website.

“Intellectual Property Rights” means all and any patents, patent applications, trademarks, service marks, trade names, domain names, registered designs, unregistered design rights; copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Personal Information” has the meaning given in the Privacy Laws.

“Personnel” means the employees and contractors of the Clinic.

“Privacy Laws” means all applicable federal, provincial, state, municipal or other laws governing the collection, use, disclosure and retention of Personal Information including the *Personal Information Protection and Electronic Documents Act* (Canada) and the *Personal Information Protection Act* (British Columbia).

“Purpose” means for the purpose(s) specified in the HDC Data Use and Disclosure Policy and other HDC Policies applicable to the User as either a Clinical Data Contributor or another type of User.

“Registration Form” means the online registration form available through the System completed by the User and submitted to HDC.

“System” means the central server, endpoint appliance and software and web application operated by HDC that includes information and data both owned by and licenced to HDC, including the HDC Data and Contributor Data.

“Term” means the term of this Agreement as described in Section 16(a).

“User” means the individual user specified in the Registration Form, being either a Clinical Data Contributor or another type of User, as applicable.

2. User Registration

- (a) The User may apply to register to use the System by submitting a completed Registration Form to HDC.
- (b) HDC will review the Registration Form and, subject to the conditions set out in Section 2(d), will by notice in writing to the User:
 - (i) approve the User’s application and provide access to the System;
 - (ii) reject the User’s application and refuse to provide access to the System; or
 - (iii) request further information or clarification from the User in respect of the User’s application.
- (c) If HDC makes a request of the User in accordance with Section 2(b)(iii), the provisions of Section 2(b) will apply again in respect of the User’s application, as supplemented by the further information or clarifications provided by the User.

- (d) The User’s registration to access the System and HDC Data is conditional upon:
 - (i) the User meeting the requirements for one of the “User Types” specified in the Registration Form;
 - (ii) where the User is a Clinical Data Contributor, the User’s Clinic being registered with HDC in accordance with Section 3; and
 - (iii) the User auto-subscribing to the basic Channel and entering into its applicable Data Sharing Agreement with HDC as part of HDC’s acceptance of the User’s Registration Form.

3. Clinic Registration

Where the User is a Clinical Data Contributor and the User’s Clinic is not registered with HDC at the time the User applies for registration with HDC, the User will:

- (a) include details of the Clinic with his or her Registration Form; and
- (b) the Most Responsible Physician for the clinic, as part of applying for clinic registration with HDC is auto-subscribed to the basic Channel and enters into its applicable Data Sharing Agreement with HDC as part of HDC’s acceptance of the Clinic’s Registration Form.
- (c) facilitate, and procure the Clinic to facilitate, deployment of the HDC Endpoint, including by providing HDC and its employees with physical access to the Clinic’s premises (where applicable) and authorizing HDC to contact the Clinic’s Electronic Medical Records management system vendor to enable extraction of Contributor Data from the Clinic’s electronic medical records management system..

4. Channel Subscription

- (a) Upon receiving HDC’s approval to access the System, the User may subscribe to one or more additional Channels by:
 - (i) selecting such Channels via the System; and
 - (ii) entering into the Data Sharing Agreement applicable to each Channel.
- (b) By subscribing to a Channel, the User:
 - (i) if the User is a Clinical Data Contributor or the Most Responsible Physician for the clinic, will make available the Contributor Data relating to such Channel for access by HDC in accordance with the applicable Data Sharing Agreement; and
 - (ii) may access the HDC Data in respect of the subscribed Channel in accordance with the applicable Data Sharing Agreement.

5. Licence to Contributor Data

Where the User is a Clinical Data Contributor, and subject to the terms and conditions of this Agreement, the User hereby:

- (a) authorizes HDC to access the Contributor Data to create HDC Data in respect of the User’s subscribed Channels;

- (b) grants to HDC a non-exclusive, royalty-free, revocable licence to store, use, modify and enhance the Contributor Data; and
- (c) authorizes HDC to make such Contributor Data available, in the form of the HDC Data, for use by other persons whom HDC authorizes to access the System.

6. HDC Data

- (a) Subject to the terms and conditions of this Agreement, including the HDC Policies, HDC hereby authorizes the User to:
 - (i) access the System to retrieve the HDC Data and Documentation;
 - (ii) use the HDC Data, System and Documentation solely for the Purpose; and
 - (iii) disclose the HDC Data and Documentation in the manner authorized and solely for the Purpose.
- (b) For the avoidance of doubt, where the User is a Clinical Data Contributor, the User may permit authorized Personnel to access the HDC Data by registering as a clinic support staff user for the purpose of assisting the User to fulfill the Purpose, provided that such access by the Personnel complies with this Agreement. The User acknowledges and agrees that the new Users associated with a clinical practice will remain solely responsible for all activities associated with the User's account, including any activities undertaken by Personnel or other persons accessing the account.
- (c) The rights granted under Section 6(a) in respect of the HDC Data are limited. This means, for clarity, that the HDC Data cannot be used in any other manner nor for any other purpose (other than the Purpose) and that the User must:
 - (i) not commercially exploit, access, reproduce, copy, modify, translate, disclose or otherwise change the HDC Data;
 - (ii) not sublicense any rights under this Agreement;
 - (iii) ensure that the HDC Data is not used, directly or indirectly, by the Personnel for any purpose that is inconsistent with this Agreement; and
 - (iv) take reasonable steps to prevent any person from disaggregating or reverse engineering, or attempting to disaggregate or reverse engineer, the HDC Data.

7. User's Obligations

- (a) Law and policy
 - (i) The User will comply, and will ensure that the Personnel will comply (if applicable), with all applicable laws and HDC Policies while exercising their rights and obligations under this Agreement.
 - (ii) Notwithstanding any conflicting provision of any HDC Policy or applicable law, the User acknowledges that it will be bound by the Privacy Laws with respect to any act done in connection with the Contributor Data, HDC Data or this Agreement.

(b) Security

The User must:

- (i) take all reasonable steps, including by complying with all HDC Policies and adopting industry standard administrative, technical and physical safeguards, to protect the confidentiality, security, accuracy and integrity of the Contributor Data residing in the HDC Endpoint;
 - (ii) implement and enforce controls to limit access to and use of the System and HDC Data by any Personnel or any third party that comply with the requirements of this Agreement; and
 - (iii) comply with security requirements and obligations set out in the Data Sharing Agreement and other HDC Policies.
- (c) Error reporting and corrections
- (i) The User will promptly:
 - (A) report to HDC any errors in the HDC Data or, if applicable, Contributor Data; and
 - (B) if applicable, use commercially reasonable efforts to remedy any errors in the Contributor Data,
 which come to its attention.
 - (ii) HDC may, at its sole discretion, make any corrections or updates to the Contributor Data or HDC Data notified to it by the User. The User must not make any corrections or updates to the HDC Data.
- (d) Access to System
- HDC will not be responsible for the performance, accuracy or adequacy of the User's computer systems or their compatibility with the System or the HDC Data.
- (e) Passwords
- (i) The User will control and maintain the security and confidentiality of all identification codes and passwords that are in the User's possession that are used by the User to access the System.
 - (ii) Except to the extent that the identification codes and passwords are disclosed to third persons through the acts or omissions of HDC, the User will be solely responsible for all instructions, commitments and other actions or communications taken under the User's identification codes or passwords, and will indemnify HDC for any loss, damage, cost, expense, claim or liability incurred by HDC relating, directly or indirectly, to any such instructions, commitments and other actions.
 - (iii) The User will promptly report to HDC any suspected loss or compromise of security and confidentiality of all identification codes and passwords, or any suspected unauthorized use of any part of the System that comes to the User's attention.

- (f) Malicious Code
- User agrees not to:
- (i) use the System or HDC Endpoint to store or transmit Malicious Code; or
 - (ii) interfere with or disrupt the integrity or performance of the System or HDC Endpoint or any data contained in the System or HDC Endpoint, including by uploading or installing any additional software to the System or HDC Endpoint without the prior written consent of HDC.
- 8. Proprietary Rights**
- (a) Ownership of Contributor Data
- As between HDC and the User, HDC acknowledges and agrees that the Contributor Data, including any modification or enhancement of such Contributor Data by HDC, is and will remain the exclusive property of the User.
- (b) HDC Intellectual Property
- All Intellectual Property Rights in or relating to the System and the Documentation will remain the exclusive property of HDC or its licensors. The User will not:
- (i) take any action that may prejudice HDC's or its licensors' proprietary rights; or
 - (ii) acquire any right in the System or Documentation other than the limited rights granted under this Agreement.
- (c) HDC Endpoint
- The HDC Endpoint will remain the sole and exclusive property of HDC and its licensors.
- 9. Confidentiality**
- (a) Each party will, and, if the User is a Clinical Data Contributor, the User will ensure that the Personnel:
- (i) treat as secret and confidential;
 - (ii) refrain from copying or disclosing to any person without the prior written consent of the other party; and
 - (iii) maintain secure custody of,
- all Confidential Information to which that party has access or which is disclosed to that party.
- (b) The obligations of each party under this Section 9 will not be taken to have been breached where the Confidential Information:
- (i) has previously been published or is published after the Effective Date, unless such publication is a breach of this Agreement;
 - (ii) is available to the public as a result of the lawful disclosure (whether deliberate or inadvertent) of such information by the other party or by other third parties and not in breach of any contractual, legal or fiduciary obligation;
 - (iii) was within the knowledge of such party prior to entering into dealings with HDC; or
 - (iv) is legally required to be disclosed by the party.
- (c) Prior to disclosing any Confidential Information under Section 9(b)(iv), each party will, if lawful and practicable, give notice to the other party of its intention to disclose the Confidential Information and provide the other party with a reasonable opportunity to take such steps (including legal proceedings) as the other party deems necessary to protect the Confidential Information.
- (d) Each party may use and/or disclose the Confidential Information of the other party for the purpose of exercising its rights and fulfilling its obligations under this Agreement.
- 10. Representations and Warranties**
- (a) Each of the User and HDC warrants at the Effective Date and throughout the Term that:
- (i) it has the legal right and power to enter into and perform its obligations under this Agreement; and
 - (ii) the Agreement is a valid and binding agreement on it and enforceable in accordance with its terms.
- (b) The User acknowledges that the HDC Data is made available to the User "as-is" and without warranty, including in relation to its accuracy, currency or completeness.
- (c) The User:
- (i) acknowledges that any use of the HDC Data is at the User's sole risk; and
 - (ii) warrants that neither the use of the HDC Data by the User nor, where the User is a Clinical Data Contributor, the Contributor Data will infringe the Intellectual Property Rights of any third party.
- 11. Disclaimer**
- TO THE MAXIMUM EXTENT PERMITTED BY LAW, HDC DISCLAIMS, AND THE USER WAIVES, ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING ANY WARRANTY OR CONDITION OF MERCHANTABILITY, QUALITY, MERCHANTABILITY, DURABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE HDC DATA OR ANY OTHER ITEM OR SERVICE PROVIDED UNDER THIS AGREEMENT.
- 12. Indemnity**
- (a) The User will indemnify HDC and its directors, officers, employees, agents and contractors from and against any third party Claims (including amounts paid in settlement) or costs or expenses (including legal fees on a solicitor and client basis) arising out of or in connection with:
- (i) the User's breach of any term or condition of this Agreement;

- (ii) the User's use of the System, HDC Data or Documentation other than in accordance with this Agreement;
 - (iii) where the User is a Clinical Data Contributor, any use by the Personnel of the HDC Data; or
 - (iv) any actions taken by HDC to enforce the provisions of this Agreement.
- (b) HDC will:
- (i) use commercially reasonable efforts to promptly provide the User with written notice of any third party Claim, provided that failure to provide prompt notice will not impact the User's obligations under this Agreement except where such failure detrimentally affects the User's ability to defend the Claim; and
 - (ii) at the User's expense, provide the User with reasonable cooperation, information and assistance in connection with any such Claim.
- (c) Where applicable, the User will have sole control and authority with respect to the defence, settlement or compromise of any Claim; provided that the User will not settle any Claims without the prior written consent of HDC where the settlement would result in HDC incurring an obligation not covered under an indemnity in this Agreement or would be deemed in HDC's discretion to cause damage to HDC's reputation. Notwithstanding the foregoing, HDC will be entitled to participate in any proceedings with counsel of its choosing at its own cost.

13. Release

Where the User is a Clinical Data Contributor, the User hereby:

- (a) releases HDC from; and
- (b) agrees not to make any Claim against HDC in respect of,

any Claim that the Contributor Data infringes, violates or misappropriates any proprietary or other right of any third party, including any Intellectual Property Rights or privacy rights under privacy law.

14. Limitation of liability

- (a) The total cumulative liability of HDC and its directors, officers, employees, agents and contractors under this Agreement for any loss, damage or injury claim, and the User's sole and exclusive remedy, is limited to, at HDC's option:
 - (i) an amount equal to \$10.00 or;
 - (ii) the resupply of the HDC Data.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, HDC DISCLAIMS ANY AND ALL LIABILITY FOR:
 - (i) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES (INCLUDING LOSS OF PROFITS, BUSINESS OR DATA, LOSS OF USE OR OPPORTUNITY INCREASED OVERHEAD OR BUSINESS INTERRUPTION LOSSES);

- (ii) PUNITIVE AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT OR WITH RESPECT TO THE USE OF THE CONTRIBUTOR DATA OR SUPPLY OF THE HDC DATA,

EVEN IF HDC HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

- (c) THE LIMITATIONS OF THIS SECTION 14 WILL APPLY TO ALL CAUSES OF ACTION, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONDITION, BREACH OF CONTRACT, FUNDAMENTAL BREACH OR BREACHES OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, NEGLIGENCE, OTHER TORT CLAIMS, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY.
- (d) The parties acknowledge and agree that the limitations of liability set out in this Section 14 are a reasonable allocation of risk between the parties, and, absent such allocation, HDC would not be able to provide the HDC Data to the User in accordance with the terms and conditions of this Agreement.

15. Suspension

- (a) Where HDC reasonably believes that the User or any Personnel (if applicable) are in breach of this Agreement or any of the HDC Policies or that there is any use of the HDC Data (including by the Personnel) not in compliance with this Agreement; HDC may, by notice in writing to the User and in its sole discretion, take any action to suspend the operation of this Agreement, including suspending the User's access to the System, ceasing to make available the HDC Data or taking any other action specified in the HDC Policies.
- (b) Upon suspending the Agreement, HDC may:
 - (i) investigate the activities of the User or Personnel (if applicable) that resulted in the suspension; and
 - (ii) either lift the suspension, maintain the suspension or, subject to the cure period set out in section 16(b)(i), terminate this Agreement, all as determined in HDC's sole discretion.
- (c) The User will have no right to damages or compensation in the event that this Agreement is suspended or terminated in accordance with this Section 15.

16. Term and Termination

- (a) Term

This Agreement commences on the Effective Date and will continue until terminated in accordance with this Agreement.
- (b) Termination for convenience

Either party may terminate this Agreement without cause by giving the other party 60 days' notice in writing.
- (c) Termination for cause

Either party may terminate this Agreement immediately by notice in writing to the other party if the other party:

- (i) fails to remedy any breach of this Agreement that is capable of remedy within 30 days after the date on which the party issues the other party a written notice requiring the other party to remedy the breach;
- (ii) breaches any material provision of this Agreement and such breach cannot be remedied; or
- (iii) is subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed, if the other party's property is assigned to its creditors, it performs any other act of bankruptcy or if the other party becomes insolvent or cannot pay its debts when they are due.

(d) Consequences of termination

- (i) Termination of this Agreement will not prejudice any right of action or remedy which may have accrued to either party prior to termination.
- (ii) Where the User is a Clinical Data Contributor:
 - (A) upon termination of this Agreement, HDC will cease the ongoing collection of Contributor Data from the User;
 - (B) where, as a result of the termination of this Agreement, the User's Clinic does not have an individual registered with HDC as a User, the User will promptly return the HDC Endpoint hardware to HDC; and
 - (C) where required by law, HDC will destroy HDC Data in a secure manner such that it cannot be reconstructed and keep a record of the individual whose information was destroyed, if applicable, the time period, method of destruction and the person responsible for supervising the destruction. HDC will provide written confirmation of same upon request of the User that supplied Contributor Data to HDC.

17. Dispute Resolution

- (a) Where a dispute arises between the parties in connection with this Agreement, and prior to the commencement of any formal proceedings, the parties will continue to perform their obligations under this Agreement and will attempt in good faith to reach a negotiated resolution by designating a representative of appropriate authority to resolve the dispute. Unless the parties otherwise agree, negotiations between the parties under this Section 17(a) must continue for 10 Business Days unless resolved earlier.
- (b) If the dispute is not resolved within 10 Business Days under Section 17(a), the parties agree to refer the dispute for arbitration. The arbitration will occur in Vancouver, British Columbia and will be conducted in

accordance with and governed by the *Arbitration Act* (BC). The parties, before entering into arbitration, will:

- (i) appoint an arbitrator by mutual agreement; or
- (ii) failing such agreement, each appoint an arbitrator, and these two arbitrators will jointly select a third arbitrator to be a member of the panel.

Unless otherwise determined by the arbitrator or panel, the costs associated with the arbitration will be borne equally by the parties.

- (c) For the purposes of this Section 17, 'dispute' includes any disagreement, difference of opinion or failure to agree on any matter related to this Agreement or its performance.

18. General

(a) Entire Agreement

This Agreement contains the entire understanding between the parties as to the subject matter contained in it and all previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Agreement and have no effect.

(b) Further Assurance

Each party will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

(c) Amendment

This Agreement may only be amended, varied or replaced by a document duly executed by the parties.

(d) Assignment

- (i) HDC may assign its rights and obligations under this Agreement or transfer any of its interests under this Agreement by providing written notice to the User.
- (ii) The User may not assign this Agreement in whole or in part without the prior written consent of HDC.

(e) No Relationship

Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties. Nothing in this Agreement will be deemed to authorise or empower any of the parties to act as agent for or with any other party.

(f) Notices

- (i) Any demand, notice or other communication to be given in connection with this Agreement must be given in writing by personal delivery or electronically receipted e-mail transmission addressed to the recipient as follows:

To HDC:

As specified in Section 1

To the User:

As specified in the Registration Process

or such other street or email address notified to the other party in writing from time to time.

- (ii) Any demand, notice or other communication given by personal delivery will be deemed to have been given on the day of actual delivery and, if given by electronic communication, on the day of transmittal if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day.

(g) Survival

Sections 1, 7(a)(ii), 8, 8(b), 10(b), 10(c), 11, 12, 13, 14, 16(d), 16(g), 17 and 18 of this Agreement will survive the termination of this Agreement and may be enforced at any time.

(h) Rule of Construction

In the interpretation of this Agreement, no rule of construction applies to the disadvantage of the party preparing the Agreement on the basis that it prepared

(i) Force Majeure

Neither party will be liable for any loss or damage for delay or non-delivery caused by fire, strike, lock-out, labour dispute, civil or military authority, embargo, delay in carriers, non-delivery of materials by a third-party or, without construing the foregoing as words of limitation, any matter or thing beyond its reasonable control.

(j) Governing Law

This Agreement will be governed and construed in accordance with the laws of British Columbia. The parties submit themselves to the non-exclusive jurisdiction of the courts of British Columbia.

(k) Precedence

In the event of any ambiguity, inconsistency or discrepancy between the terms of this Agreement and any Addenda agreed by the parties, the Addenda will override the terms of this Agreement to the extent of any ambiguity, inconsistency or discrepancy.

(l) Interpretation

In this Agreement:

- (i) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of the Agreement;
- (ii) all capitalised terms that are otherwise undefined have the meaning given in Section 1;
- (iii) a reference to:

(A) a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them;

(B) a person includes a firm, partnership, joint venture, association, corporation or other body corporate;

(C) a person includes the legal personal representatives, successors and assigns of that person;

(D) any body which no longer exists or has been reconstituted is a reference to a body which most closely serves the purposes or objects of the first-mentioned body;

(E) this or other documents includes the document as varied or replaced regardless of any change in the identity of the parties;

(F) '\$' or 'dollars' is a reference to Canadian dollars; and

(G) the singular includes the plural and vice versa;

- (iv) unless otherwise stated, references to recitals, articles, sections, exhibits, schedules and Addenda are to the recitals, articles, sections, exhibits, schedules and Addenda of or to this Agreement, and all such recitals, articles, sections, exhibits, schedules and Addenda are hereby incorporated herein by reference; and

the terms 'including' and 'includes' are not terms of limitation.

