

## SPONSORSHIP AGREEMENT

BETWEEN: **Export Development Canada ("EDC")**  
AND: **SUPPLIER'S LEGAL NAME (the "Sponsoree").**

### 1. OBJECTIVES, TERM AND DELIVERABLES

- 1.1 EDC and the Sponsoree have agreed to enter into this sponsorship agreement (the "Agreement"), the objectives of which are described in the attached Schedule "A".
- 1.2 This Agreement is effective as of the "Effective Date" set out in Schedule "A" and, subject to the early termination provisions hereunder, shall continue until the "Termination Date" set out in Schedule "A" (the "Term").
- 1.3 In satisfaction of its obligations hereunder, each party will provide the Deliverables described in Schedule "A". This Agreement is not meant to be restrictive as other activities outside of this Agreement may be developed by the parties. The intent of this Agreement is to provide a clear understanding of the contributions and obligations of each party under this Agreement.

### 2. TERMINATION

- 2.1 This Agreement shall terminate at the end of the Term except as otherwise set out in this Section 2. Either party may terminate this agreement, at any time before the end of the Term, for convenience, upon fourteen (14) days written notice to the other party.
- 2.2 EDC may also, at any time before the end of the Term, immediately terminate this Agreement upon written notice to the Sponsoree if:
  - (a) the Sponsoree becomes insolvent or is made the subject of bankruptcy, conservatorship, receivership or similar proceeding
  - (b) the Sponsoree changes its vocation or its objects such that EDC would no longer wish to provide support to the Sponsoree; or
  - (c) the Sponsoree breaches any provision of this Agreement or the Schedules attached hereto
- 2.3 If this Agreement is terminated early pursuant to Section 2, upon termination, all benefits accruing to EDC and all payments and support to be made by EDC as set out in Schedule "A" shall also terminate.

### 3. ADDITIONAL SPONSORS

- 3.1 Subject to Section 2 herein, the Sponsoree agrees to advise EDC upon entering into an agreement with any additional sponsor so as to allow EDC to ascertain its continued involvement under this Agreement. EDC shall confirm its continued involvement as a sponsor within five (5) business days after which Sponsoree will be free to publish information about the additional sponsor.

### 4. INTELLECTUAL PROPERTY

- 4.1 Intellectual Property Rights ("IP Rights") means all intellectual and industrial property rights of EDC which include rights to inventions and patents for inventions, including reissues thereof and continuations in part, copyright, designs and industrial designs, trademarks, Official marks, know-how, trade secrets and confidential information, and other proprietary rights.

- 4.2 The Sponsoree agrees not to copy, use, display, disseminate or authorize to be copied, used, displayed or disseminated any information over which EDC has IP Rights without seeking EDC's prior written approval (the "Approval"). All such permitted activities shall clearly indicate that EDC is the owner of the IP Rights and the use, display or dissemination of such proprietary information shall only appear in an acceptable form as determined from time-to-time by EDC in its sole discretion. Each Approval shall be effective and valid only for the Term referred to in Section 1 herein. These Approvals shall not be interpreted as constituting an assignment of intellectual property rights, nor as granting any interest in the intellectual property rights by license, in favour of the Sponsoree or in favour of any other person, partnership, firm or corporation.

## 5. RELATIONSHIP BETWEEN THE PARTIES

- 5.1 The relationship of the parties is that of independent contractors. Neither this Agreement nor the performance of any of the terms of this Agreement shall be interpreted so as to create any partnership or joint venture relationship between the parties. Neither party shall have any authority to assume or create any obligation whatsoever, expressed or implied, in the name of the other party nor to bind the other party in any manner whatsoever.

## 6. CONFIDENTIALITY

- 6.1 "Confidential Information" shall mean:
- (a) any non-public, proprietary or confidential information relating to a Party or its affiliates, third party Sponsorees, or contractors;
  - (b) Customer Information;
  - (c) personal information;
  - (d) any information about, and any discussions relating to, this Agreement, including its existence and terms and conditions; or
  - (e) any document, electronic record, note, extract or analysis recalling or recording information which is or derives from information described under (a) to (d).
- 6.2 Subject to the provisions of law, regulation or instruments thereunder, or in connection with any legal proceedings, any requests made under the Access to Information Act, or EDC's or the Government of Canada's international commitments, and except as required by any governmental agency or regulatory authority, EDC and the Sponsoree (each a "Recipient") and their respective officers, directors, employees and agents shall treat as confidential, during and after the Term, any Confidential Information of which it comes into possession by reason of this Agreement, and shall not disclose either directly or indirectly, or use in any manner not connected with this Agreement, any such information or document without first obtaining written permission from the other party (the "Disclosing Party"). Neither party shall release to any person other than its employees, officers, directors, agents, auditors, advisors, legal counsel and, in the case of EDC, its sole shareholder, who need to know such information for the purposes of fulfilling the terms of this Agreement and who have been directed to treat such information confidentially in accordance with this Section 6.
- 6.3 The parties shall exercise in relation to the Confidential Information no lesser security measures and degree of care than that which a commercial corporation acting reasonably under similar circumstances would exercise in relation to its own confidential information.
- 6.4 Confidential Information shall not include information that is:
- (a) independently developed by the Recipient;
  - (b) already in the possession of the Recipient at the time of its disclosure by the Disclosing Party to the Recipient under this Agreement;
  - (c) disclosed to the Recipient (or substantially identical to information disclosed to the Recipient) by a source other than the Disclosing Party, provided that the source of information is not known to the Recipient to be bound by any obligations of confidentiality which prohibit disclosure of such information;
  - (d) used or disclosed by the Recipient with the prior written approval of the Disclosing Party; and
  - (e) required to be disclosed by EDC pursuant to EDC's Disclosure Policy or pursuant to Canada's or EDC's international commitments.

- 6.5 If the Sponsoree (a) does not comply or suspects that it has not complied with a confidentiality provision in this Agreement; or (b) becomes aware of or reasonably suspects any potential or actual unauthorized or unlawful collection, access, use, disclosure or disposition of Confidential Information, Personal Information or Customer Information (either of the events described in (a) or (b), the "Incident"), the Sponsoree must:
- (a) immediately (no later than 24 hours) notify EDC's Compliance & Ethics Team by email at InformationIncident@edc.ca of the particulars of the Incident (including how and when the Incident occurred), such notification to continue as details become available;
  - (b) immediately preserve and protect all evidence that relates to the Incident; and
    - (i) in a timely manner take all steps, including retaining third parties, to:
      - (i) mitigate the impact of the Incident;
      - (ii) prevent a subsequent occurrence of a similar Incident; and
      - (iii) otherwise cooperate with EDC to resolve the Incident; and
  - (c) if directed by EDC, notify the parties who are affected by the Incident.
- 6.6 In the event of an unauthorized disclosure, the Recipient shall be responsible only for direct damages caused to the Disclosing Party by any disclosure of Confidential Information in breach of this Agreement. The Disclosing Party shall not be entitled to recover from the Recipient any amount on account of any indirect, special or consequential damages as a result of any action or failure to act under, or in respect of, this confidentiality provision.
- 6.7 Upon written request by EDC, the Sponsoree shall promptly return all documents, spreadsheets, drawings, information and data (whether written, unwritten or in electronic format) containing Confidential Information to EDC. Any copies made by the Sponsoree of any such documents shall be destroyed in accordance with EDC's destruction procedure.
- 6.8 Unless terminated earlier by mutual agreement, the parties' confidentiality obligations under this Section 6 shall survive the termination of this Agreement for a period of three (3) years from the Effective Date. On a single occasion, at any time before their expiration or termination, either party may extend the obligations under this confidentiality provision for one year by written notice (by email, fax or otherwise) to the other party, which notice shall be effective upon receipt

## **7. INDEMNITY**

- 7.1 The Sponsoree hereby undertakes to indemnify, defend and save harmless EDC and its directors, officers, employees, agents and other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including legal fees and disbursements) or liability of any kind whatsoever resulting from
- (a) the negligent or wilful acts or omissions of the Sponsoree, its subcontractors or the respective employees and/or agents of the Sponsoree and any subcontractor, including the Representative, arising in connection with this Agreement or the Schedules attached hereto; and
  - (b) any and all breaches by the Sponsoree, its subcontractors or the respective employees and/or agents of the Sponsoree and any subcontractor, including the Representative, of any representations, warranties, covenants, terms or conditions of this Agreement or the Schedules attached hereto

## **8. ACCESS TO INFORMATION AND PRIVACY**

- 8.1 If the Sponsoree will collect, use, disclose, access, or transmit any personal information for this Agreement, Schedule B applies

## **9. CASL**

- 9.1 The Sponsoree agrees that it will not send commercial electronic messages that promote EDC without the express written consent of EDC. To the extent that EDC has granted such express written consent to the Sponsoree, the Sponsoree agrees to:
- (a) perform all such obligations in compliance with all existing and future CASL requirements;

- (b) maintain effective due diligence controls to ensure complete documentation of its compliance with present and future CASL requirements, including those that EDC may reasonably require from time to time;
- (c) promptly furnish EDC with such additional information relating to its compliance with applicable CASL obligations in connection with services performed on behalf of EDC, as EDC may reasonably request from time to time.

**“CASL”** means the Canadian Anti-Spam Legislation enacted by way of *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act* (S.C. 2010, c. 23) as of the date of this Agreement and as may be amended from time to time

- 9.2 In particular, where EDC requests that the Sponsoree solicit express CASL consent on behalf of EDC, the Sponsoree will ensure that it uses the following language (“EDC’s CASL Statement”) to request the express CASL consent or such other language that EDC might provide the Sponsoree from time to time:

“I consent to receive Export Development Canada’s e-newsletters, trade information and promotional messages, and can withdraw consent at any time. Questions? Contact EDC at [www.edc.ca](http://www.edc.ca) / 150 Slater Street, Ottawa, ON, K1A 1K3.”

Unless otherwise instructed by EDC in writing, the Sponsoree shall collect express CASL consent on behalf of EDC through the use of either:

- (a) an unchecked checkbox next to EDC’s CASL Statement which registrants can voluntarily check, or
- (b) an empty free-form text field directly below, above, or next to EDC’s CASL Statement into which registrants can voluntarily type their email address (each an “Affirmative Consent Mechanism”).

EDC’s CASL Statement and the Affirmative Consent Mechanism must be a standalone paragraph and must not be combined with any other consent statement, notice, paragraph, checkbox, field, or item

- 9.3 Sponsoree will submit to EDC Microsoft Excel reports containing the contact information of all customers who have provided CASL consent to EDC on a rolling basis, but no later than 30 days post collection of the contact information. Sponsoree will submit the contact information to EDC by uploading the reports to a secure FTP site or as otherwise agreed, which site is to be established by EDC before the first report is uploaded.

## 10. CODE OF CONDUCT

- 10.1 The Sponsoree agrees that it and its employees and agents will interact with EDC employees and third-parties in a professional and respectful manner, and will comply with EDC’s Supplier Code of Conduct available at <https://www.edc.ca/content/dam/edc/en/non-premium/supplier-code-of-conduct.pdf>.

## 11. SEVERABILITY

- 11.1 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of that prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction.

## 12. AMENDMENT AND ASSIGNMENT

- 1.1 This Agreement may be amended in whole or in part only by the written consent of the parties hereto.
- 12.1 Neither party may assign its rights under this Agreement without the prior written consent of the other party hereto, and any attempt to do so shall be a breach of this Agreement and shall be void.

## 13. ENTIRE AGREEMENT

- 13.1 This Agreement, together with all the Schedules attached hereto, including all Schedule "A" executed in accordance herewith and any documents included by reference, as each may be amended from time to time in accordance with their terms, constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Agreement except as specifically set out in this Agreement.

13.2 In the event of any conflict or inconsistency between the terms of the main body of this Agreement and any Schedule "A", the terms of the main body of this Agreement shall prevail, unless otherwise expressly indicated.

#### 14. **WAIVER**

14.1 No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No forbearance by any party to seek a remedy for any breach by any other party of any provision of this Agreement shall constitute a waiver of any rights or remedies with respect to any subsequent breach.

#### 15. **GOVERNING LAW AND JURISDICTION**

15.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the Provincial or Federal Courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.

#### 16. **COUNTERPARTS AND EXECUTION BY FAX AND EMAIL**

16.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

#### 17. **BINDING EFFECT**

17.1 This Agreement shall ensure to the benefit of and shall be binding upon the parties and their respective successors, assigns and legal representatives.

#### 18. **ACKNOWLEDGEMENT**

18.1 The parties acknowledge that they have read and understand this Agreement, and agree to be bound by its terms and conditions.

#### 19. **NOTICES**

19.1 All notices and communications hereunder shall be in writing and shall be either (a) delivered personally, (b) forwarded by registered mail or courier to the postal address indicated below or such other address as may hereafter be designated in writing in accordance herewith, or (c) transmitted by e-mail to the address indicated below:

**Sponsoree:**

ADDRESS

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

**EDC:**

Procurement

**Export Development Canada**

150 Slater Street, Ottawa, ON, K1A 1K3

(613) 598-2501 (Telephone)

procurement@edc.ca

19.2 All notices delivered shall be deemed to have been received when delivered.

The parties hereto have each executed this Agreement by their respective duly authorized officers.

**SUPPLIER’S LEGAL NAME**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**Export Development Canada**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

## SCHEDULE "A"

### A1. TERM

A1.1 The term of this Agreement will begin on MMMMM d, yyyy (the "Effective Date") and continue until MMMMM d, yyyy (the "Termination Date"), unless terminated earlier in accordance with Section 2 of the Agreement.

### A2. DESCRIPTION OF OBJECTIVES

A2.1 By entering into this Agreement and Schedule "A", the parties are seeking to achieve the following Objectives:

For EDC:

1.

For Sponsoree:

1.

### A3. DELIVERABLES

A3.1 EDC

1. Financial contributions:
2. In kind contributions:

Sponsoree

1.

All amounts set out herein are: a) in Canadian funds unless otherwise specified herein; and b) exclusive of any sales, goods and services, excise, value added or similar taxes of any kind, whether of federal or other jurisdictional level.

### A4. CONTACT PERSONNEL

A4.1 The following individuals shall be the contact personnel for each of the parties with respect to any matters relating to this Schedule "A".

For EDC:

For Sponsoree:

### A5. INVOICES AND PAYMENT TERMS

A5.1 All invoices shall reference the above purchase order number and shall be sent to:

Accounts Payable  
**Export Development Canada**  
150 Slater Street  
Ottawa, Ontario K1A 1K3  
accountspayable@edc.ca

EDC shall pay approved invoices within 30 days of receipt of such invoice. Payment shall be in **Canadian funds** unless otherwise specified above.

## **A6. EDC'S COVID-19 VACCINATION REQUIREMENT**

A6.1 The Supplier hereby represents and warrants that the Supplier and any Representative, subcontractor or agent, as applicable, that will be required (as determined by EDC or FinDev Canada) to access any EDC or FinDev Canada premises, meet in person with any EDC or FinDev Canada employee, or meet with any other person acting on behalf of EDC or FinDev Canada has been Fully Vaccinated and has been advised of the requirement to provide, at the point of entry, proof of identification and proof of being Fully Vaccinated (such information not to be retained by EDC or FinDev Canada). "Fully Vaccinated" means having received the full series of a COVID-19 Vaccine or combination of COVID-19 Vaccines and 14 days having passed since receiving the final dose of the COVID-19 Vaccine and "COVID-19 Vaccine(s)" means vaccines approved by Health Canada for the purpose of preventing contraction and/or the effects of COVID-19. EDC reserves the right to request proof of vaccination documentation. The provision of falsified documentation may result in measures up to and including contract termination.



## SCHEDULE "B"

### PRIVACY UNDERTAKING

This Privacy Undertaking is intended to apply to and form part of the Sponsorship Agreement when the Sponsoree is collecting, using, disclosing, accessing, or transmitting any personal information for the purposes of this Agreement.

WHEREAS the Sponsoree (which terms includes any employee, officer, or agent of the Sponsoree, including the Representative) may be exposed to Personal Information ("Personal Information"), which must be protected and held in strict confidence pursuant to the Applicable Laws including the Privacy Act.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Sponsoree hereby agrees that:

#### B1. DEFINITIONS

B1.1 In this Privacy Undertaking:

- (a) "Act" means the Privacy Act, (R.S., 1985, c. P-21), as amended from time to time;
- (b) Applicable Laws means the Act and any other law, treaty, or regulation applicable to the subject matter at issue;
- (c) "Permitted Jurisdictions" means Canada and any additional jurisdictions listed in Schedule 1 attached hereto.
- (d) "Personal Information" means any information relating to an identified or identifiable natural person, the management of which is governed by Applicable Laws.

#### B2. PURPOSE

B2.1 The purpose of this Privacy Undertaking is:

- (a) to enable EDC to comply with its statutory obligations under Applicable Laws with respect to Personal Information; and
- (b) to ensure that the Sponsoree is aware of and complies with the requirements of Applicable Laws with respect to Personal Information.

#### B3. OWNERSHIP OF PERSONAL INFORMATION

B3.1 Unless EDC otherwise specifies, where the Sponsoree is a processor or a custodian of Personal Information, it has no ownership or control of any such Personal Information, EDC remaining the sole owner or controller thereof.

#### B4. COLLECTION OF PERSONAL INFORMATION

B4.1 Sponsoree will only process Personal Information according to EDC's instructions, unless required to do so by Applicable Laws. Unless EDC otherwise specifies, in the course of performing its obligations under the Agreement the Sponsoree shall:

- (a) collect Personal Information only as necessary for the performance of the Sponsoree's obligations under the Agreement;
- (b) collect Personal Information from the individual to whom the Personal Information pertains and inform the individual of:
  - (i) the purpose of the collection; and

- (ii) the title, business address and business telephone number of the person designated by EDC to answer questions about the Sponsoree's collection of the Personal Information; and
- (c) obtain prior written authorization from EDC if information is to be collected otherwise than from the individual.

## **B5. USE OF PERSONAL INFORMATION**

B5.1 The Sponsoree may only use the Personal Information for the use for which it is collected and in the performance of the Sponsoree's obligations under the Agreement. Without limiting the generality of the foregoing, the Sponsoree shall not make any use of the Personal Information under Subsection 8(2) of the Act unless the prior written authorization of EDC is obtained.

## **B6. USE OF PERSONAL INFORMATION WHERE SPONSOREE IS PROCESSING INFORMATION**

- B6.1 Where Applicable Laws require that EDC and the Sponsoree set out the scope and nature of the Sponsoree's processing of Personal Information, EDC and the Sponsoree agree:
- (a) that the subject matter, nature and purpose of Sponsoree's processing is the Personal Information provided in respect of the Services and Deliverables under the Agreement;
  - (b) that the duration of the processing is the duration of the provision of the Services and Deliverables under the Agreement (unless terminated earlier by EDC);
  - (c) that the types of Personal Information processed are names; contact details; and other types of Personal Information submitted as part of the provision of the Services and Deliverables; and
  - (d) that the categories of "data subjects" are, as applicable, EDC's representatives, users of the Services and Deliverables, clients, suppliers, business partners and others whose Personal Information may be submitted as part of the Services and Deliverables.

## **B7. DISCLOSURE, ACCESS AND LOCATION OF PERSONAL INFORMATION**

B7.1 The Sponsoree shall maintain and treat and shall ensure that any subcontractor shall maintain and treat Personal Information as confidential at all times.

The Sponsoree shall not:

- (a) transmit, disclose, or permit disclosure of or access to Personal Information, except to those of its employees and officers who have a need to know for the performance of the Sponsoree's obligations under the Agreement;
- (b) transmit, disclose, permit disclosure, use or access, or store Personal Information outside the boundaries of the Permitted Jurisdictions; and
- (c) where Applicable Laws prohibit the transmission of Personal Information outside the jurisdiction of collection of Personal Information, not transmit such Personal Information outside of such collection jurisdiction other than according to such Applicable Laws.

The Sponsoree shall ensure that no person outside the Permitted Jurisdictions (including any affiliate of the Sponsoree) has access to the Personal Information.

## **B8. REQUESTS FOR ACCESS TO PERSONAL INFORMATION**

B8.1 If the Sponsoree receives a written or verbal request for access to Personal Information, the Sponsoree must within five (5) days of such request being made advise the requestor to make the request to EDC's Compliance & Ethics / Privacy and Access to Information Team and provide the following information:

Compliance & Ethics / Privacy & Access to Information  
**Export Development Canada**  
150 Slater Street  
Ottawa, Ontario K1A 1K3  
P&IR@edc.ca

## **B9. PROTECTION OF PERSONAL INFORMATION**

B9.1 The Sponsoree must protect the Personal Information by making appropriate procedural, technical and organization measures, acceptable to EDC, against risks such as unauthorized access, processing, collection, use, disclosure, loss, discretion, alteration or disposal, including keeping the Personal Information in a secure location. To that end, Sponsoree must assist EDC in complying with its security obligations under Applicable Laws. Sponsoree must ensure that Sponsoree's personnel required to access Personal Information are subject to enforceable duties of confidence in respect of the Personal Information

## **B10. RETENTION OF PERSONAL INFORMATION**

B10.1 The Sponsoree shall only retain the Personal Information until the earlier of:

- (a) completion or termination of the Agreement; and
- (b) receipt of a direction in writing from EDC to return or, at EDC's option and subject to Applicable Laws, destroy, the Personal Information, at which time the Sponsoree will immediately return or destroy, as applicable, all Personal Information including all copies thereof, whether in paper or electronic form. If the Personal Information is destroyed at the direction of EDC, the Sponsoree will provide EDC, upon EDC's request, with written confirmation of such destruction.

## **B11. ACCURACY AND CORRECTION OF PERSONAL INFORMATION**

B11.1 The Sponsoree must notify EDC promptly upon receipt of a request by an individual to access or correct their Personal Information, provided such request is in accordance with Applicable Laws, and provide all required assistance to EDC in relation to such request. In particular, the Sponsoree must make every reasonable effort to ensure the accuracy and completeness of any Personal Information collected by the Sponsoree. The Sponsoree must correct or annotate any Personal Information in accordance with any written direction from EDC to do so, within the time period set out in the request. The Sponsoree shall send EDC the corrected or annotated Personal Information within five (5) business days of correcting or annotating any Personal Information under this Section B11. If the Sponsoree receives any such request to correct or annotate from a person other than EDC, the Sponsoree must within five (5) days of any such request advise such person to make the request to the Privacy Coordinator.

## **B12. INSPECTION OF PERSONAL INFORMATION**

B12.1 In addition to any other rights of inspection EDC may have under the Agreement or pursuant to Applicable Laws, EDC may, at any reasonable time and upon reasonable notice to the Sponsoree, enter the Sponsoree's premises to inspect:

- (a) any Personal Information in the possession of the Sponsoree; or
- (b) any of the Sponsoree's information management policies or practices relevant to the management of the Personal Information or the Sponsoree's compliance with this Privacy Undertaking. The Sponsoree must provide all necessary assistance to EDC in the event of such inspection

## **B13. SUBCONTRACTORS**

B13.1 The Sponsoree shall not authorise a third-party subcontractor to collect, use or process the Personal Information unless it obtains the written consent of EDC to such subcontracting and provided that the subcontract provides substantially equivalent safeguards for Personal Information and includes terms that allow EDC to exercise its rights under this Privacy Undertaking without restriction. In addition, Sponsoree is liable for the actions or inactions of its subcontractors.

## **B14. COMPLIANCE WITH APPLICABLE LAWS AND DIRECTIONS**

B14.1 The Sponsoree must comply with:

- (a) any requirements of Applicable Laws applicable to the Sponsoree as a result of entering into the Agreement, including any applicable order of a regulatory body under Applicable Laws; and
- (b) any direction given by EDC under this Privacy Undertaking, unless such direction contravenes an Applicable Law in which case the Sponsoree will inform EDC that it cannot comply with the direction.

**B15. SURVIVAL**

B15.1 The obligations of the Sponsoree under this Privacy Undertaking shall survive for as long as the Sponsoree retains any Personal Information.

**B16. CONFLICT**

B16.1 The Sponsoree must comply with the provisions of this Privacy Undertaking despite any conflicting provision of the Agreement.

**B17. GOVERNING LAW AND JURISDICTION**

B17.1 The Sponsoree irrevocably agrees that this Privacy Undertaking shall be governed by and construed in accordance with the laws of the Province of Ontario and Canadian Federal laws applicable therein. Any legal suit, action or proceeding arising from this Privacy Undertaking shall be taken before the competent Court in Canada.

**B18. COPY OF ORIGINAL**

B18.1 The Receipt of an executed PDF copy of this Privacy Undertaking shall be deemed receipt of an original.

The Sponsoree has executed this Privacy Undertaking by its duly authorized officer.

**SUPPLIER'S LEGAL NAME**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

# **SCHEDULE 1**

## PERMITTED JURISDICTIONS