



A Traction on Demand Company

TERMS AND CONDITIONS

THIS IS A LEGAL AGREEMENT BETWEEN BETTR.ME (A TRACTION ON DEMAND COMPANY) TECHNOLOGY PLATFORM INC. ("Bettr.me") AND THE CLIENT ("CLIENT"). THIS AGREEMENT GOVERNS CLIENT'S USE OF THE SERVICES. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS (THE "TERMS"), YOU ARE NOT AUTHORIZED TO USE THE SERVICES. CLIENT'S USE OF THE SERVICES SHALL CONSTITUTE CLIENT'S AGREEMENT AND INTENT TO BE BOUND BY THE TERMS. THE PERSON AGREEING TO THIS AGREEMENT REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CLIENT USING THE SERVICES

AGREEMENT:

In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bettr.me and Client agrees as follows:

1. **Definitions.** Unless the context requires otherwise, capitalized terms in this Agreement shall have the following meanings:
 - (a) "Affiliate" means, with respect to a party, any person, partnership, joint venture, corporation, or other entity, that directly or indirectly controls, is controlled by, or is under common control with such party.
 - (b) "Aggregate Information" means information about Client's activities on or in connection with the Services that typically cannot be used to identify, locate, or contact Client including information regarding the frequency of use of the Services, components of the Services most frequently accessed, and browser types used by Client.
 - (c) "Agreement" means the entire agreement between Bettr.me and Client for the provision of the Services, includes these Terms.
 - (d) "Applicable Law" means any local, state, provincial, federal and foreign laws or orders of any governmental or regulatory authority applicable to the Services and Client's use thereof, including without limitation all privacy laws, including all applicable legislation regulating use and misuse of electronic messages and marketing e-mails, laws for the protection of Personal Information, and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the

processing of personal data and on the free movement of such data (“General Data Protection Regulation”), to the extent applicable;

- (e) “Business Day” means any day except Saturdays, Sundays or statutory holidays in British Columbia, Canada
- (f) “Deliverables” means all products that are made, conceived, developed, or delivered to the Client by Bettr.me, either alone or jointly with others, in connection with the provision of the Services and includes all results of Bettr.me’s work pursuant to each SOW, in each case regardless of the form or format or of how such Deliverables are communicated or provided to the Client.
- (g) “Fees” means the aggregate of all fees payable by Client to Bettr.me for the use of the Services in accordance with this Agreement, plus all duties, levies, and taxes in association with such fees.
- (h) “Intellectual Property” means all systems, applications, software code (in any form, including source code, executable or object code), algorithms, tool-kits, technology, widgets, formulae, programs, concepts, databases, designs, diagrams, documentation, drawings, charts, ideas, inventions (whether or not such inventions are patentable), know-how, trademarks (whether registered or not), brand names, logos, slogans, methods, techniques, models, procedures, and processes.
- (i) “Intellectual Property Rights” means all copyrights, moral rights, rights associated with works of authorship, trademark rights, trade name rights, trade secret rights, patent and industrial property rights (whether registered or not), and other proprietary rights, in Intellectual Property.
- (j) “Personal Data” means any information relating to an identified or identifiable natural person (“data subject”). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (k) “Personal Information” means any information about an identified or identifiable individual, including, without limitation, data or information entered into the Services by Client or by Client’s customers or clients, that has not been made publicly available and includes Personal Data and Sensitive Data.
- (l) “Processing” means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- (m) “Salesforce” means the Salesforce.com software as a service (SaaS) platform, including, without limitation, the Salesforce software

- (n) "Security Incident" means accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information.
- (o) "Sensitive Data" means (a) social security number, passport number, driver's license number, or similar identifier (or any portion thereof), (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card), (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) account passwords; (f) date of birth; (g) criminal history; (h) mother's maiden name; and (i) any other information that falls within the definition of "special categories of data" under the General Data Protection Regulation or any other applicable law relating to privacy and data protection.
- (p) "Services" means: i) Bettr.me's software application currently described as "Bettr.me", including any updates, upgrades, patches, technology, material, modifications, bug fixes, enhancements, data, features, related website, related technologies, and contents, as it may be added or removed by Bettr.me from time to time and including all written information, documentation, and materials provided to Client in respect of same; ii) any Salesforce integration services performed by Bettr.me or its affiliates and ii) any software, materials or content made available in connection with the Services.
- (q) "SOW" means statement of work.

2. **Use and License.** Client shall use the Services only in and for Client's own internal purposes and business operations. Client may only use the Services during the term of this Agreement. Client may not use the Services as a service for any third party. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of the Services, in whole or in part, is granted except as expressly provided by this Agreement. Client shall not modify, copy, create derivative works from, reverse engineer, decompile or disassemble the Services. Nothing in this Agreement will entitle Client to access or use the source code of the Services. Client shall not download or use the Services if Client's download, installation or use of the Services is prohibited under Applicable Law. The Client and its Affiliates shall not create a product that competes with Bettr.me for a period of 10 years following the Service termination date. All or a portion of the Services or Deliverables may be provided by an Affiliate of Bettr.me in Bettr.me's sole and unfettered discretion.
3. **Client's Responsibilities.** Client are responsible for all of Client's use of the Services. Client shall:
- (a) Ensure that sufficient and appropriate Salesforce licenses are purchased for Salesforce integration if desired
- (b) Ensure that sufficient Bettr.me licenses are purchased.
- (c) Use best efforts to prevent unauthorized access to, or use of, the Services, and notify Bettr.me promptly of any such unauthorized access or use; Client acknowledges and

agrees that Bettr.me is not be liable for any loss or damage arising from unauthorized access to, or use of, the Services from Client's account;

- (d) comply with all Applicable Law;
- (e) comply with all anti-corruption or antibribery laws including but not limited to the Foreign Corrupt Practices Act of 1977, the U.K Bribery Act 2010 and the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury.
- (f) ensure that Client has the necessary consents required for Processing Personal Information.
- (g) not use the Services to engage in any deceptive, misleading, illegal or unethical activities that may be detrimental to Bettr.me;
- (h) not collect, use, or disclose any Personal Information in connection with the Services, unless Client has obtained all necessary consents under all Applicable Law to do so;
- (i) not attempt to gain unauthorized access to the Services;
- (j) not upload to, or store within, the Services any infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights;
- (k) not use the Services to store or transmit any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines or code that may damage or detrimentally interfere with the Services or any data or Personal Information maintained on or in connect with the Services; and
- (l) not include any Sensitive Data in the Services. Client will be liable for any Security Incident in connection with the sending of Sensitive Data through such functionalities by Client;
- (m) If required, Bettr.me may provide consulting services as part of the Services, Client shall:
 - (a) appoint a representative to supervise and coordinate the Client's performance of its obligations under the Agreement. The representative will coordinate with Bettr.me in a professional and prompt manner and will have the necessary expertise and authority to act on behalf of the Client;
 - (b) Provide Bettr.me with access to the Client's systems, data, and documentation, as may reasonably be required by Bettr.me to facilitate the provision of the Services;
 - (c) Provide Bettr.me with access to necessary personnel, as may reasonably be required by Bettr.me;
 - (d) Provide appropriate direction, as requested by Bettr.me; and

(e) Perform appropriate and timely testing as reasonably required by Bettr.me

4. **Travel.** The Client shall reimburse Bettr.me for reasonable air travel and other business related expenses incurred by Bettr.me in performing the Services if travel is required by the SOW. In the event Bettr.me's employees are required to travel for the provision of the Services, the Client shall provide a meal allowance in the amount of \$75.00 per employee per day of travel. All travel expenses incurred by Bettr.me are subject to the payment terms contained within this Agreement.

5. Deployment and Acceptance

- 5.1 **Deployment.** To the extent deployment of Deliverables is required. All deployments will be between 8:30 am and 5:00 pm local time in the region where Bettr.me's deployment team is situated, on Business Days ("**Standard Deployment Hours**"). In the event the Client requires deployment outside of Standard Deployment Hours, the Client shall pay 1.5 times the hourly rate agreed upon in the SOW, based on the hours required for deployment.

- (a) Bettr.me and the Client shall use reasonable efforts to set a deployment schedule: (i) at the commencement of the Services; or (ii) if Bettr.me and the Client are unable to set a deployment schedule at the commencement of the Services, at least one month in advance of its anticipated deployment date; or (iii) in all other cases, on such other date as Bettr.me may decide, provided that Bettr.me will consult with the Client when setting a deployment schedule and will take into account the Client's desired dates; and
- (b) In the event the Client requires a change to the deployment schedule, the Client shall notify Bettr.me no later than 15 days prior to the scheduled deployment date, failing which the Client shall be responsible for the Fees applicable to the delay.

5.2 **Acceptance.** Unless otherwise set out in each SOW, the Client's acceptance of the Services and the Deliverables shall be deemed to occur at the time Bettr.me has, in its reasonable opinion, completed the Services and notified the Client that it has completed the Services or provided the Deliverables (as applicable) unless: (a) the Client has commercially reasonable grounds for rejecting the Services or Deliverables, on the basis that such Services or Deliverables do not materially conform with the requirements set out in the relevant SOW; and (b) the Client provides written notification (the "**Client Notice**") to Bettr.me within five days of completion of the Services or provision of the Deliverables (as applicable), such Client Notice to contain a list of deficiencies with sufficient details to permit Bettr.me to remedy such deficiencies. Upon receipt of such Client Notice, Bettr.me shall have a reasonable period of time to remedy such deficiencies, taking into account the significance of such deficiencies relative to the scope of the Services and / or Deliverables.

6. Support

- (a) Support. Bettr.me will provide reasonable telephone, web-based, and / or e-mail technical support to Client during normal business hours (Pacific Standard Time) on such terms and conditions as Bettr.me reasonably determines. Bettr.me will make reasonable efforts to respond to Client's support queries within one business day of Bettr.me's receipt of a support query.

- (b) In the event that any request, correspondence, enquiry or complaint from Client's customer, regulatory or third party is made directly to Bettr.me in connection with Bettr.me's processing of Personal Information, Bettr.me shall promptly inform Client, providing details of the same, to the extent legally permitted. Unless legally obligated to do so, Bettr.me shall not respond to any such request, inquiry or complaint without Client's prior consent except to confirm that the request relates to Client to which Client hereby agrees to.

7. Confidentiality.

- (a) "Confidential Information" means any information that is of a confidential nature that is disclosed by one party to this Agreement (the "Disclosing Party") to the other party to this Agreement (the "Receiving Party"), including, but not limited to the Disclosing Party's business information, customer information, trade secrets (including all Intellectual Property contained within the Services), and Personal Information. Confidential Information does not include any information that is disclosed by one party to another party if that information:
- i. is at the time of disclosure in the possession of the Receiving Party or any of its Affiliates and was obtained without an obligation of confidence;
 - ii. is independently developed by the Receiving Party or any of its Affiliates without any use of or reference to the Disclosing Party's Confidential Information;
 - iii. is or becomes publicly available without breach of any obligation of confidence;
 - iv. is acquired by the Receiving Party from a third party who provided the information without breaking any express or implied obligations or duties to the Disclosing Party; or
 - v. is intentionally released for disclosure by the Disclosing Party or with the Disclosing Party's prior written consent.
- (b) The Receiving Party will take all reasonable precautions necessary to safeguard the confidentiality of the Confidential Information. The Receiving Party will not make any unauthorized use of the Confidential Information or disclose, in whole or in part, any part of the Confidential Information to any individual or entity, except as otherwise permitted hereunder or to those of the Receiving Party's employees or consultants who require access for the proper operation of the Services and only on the condition that such employees or consultants agree to comply with the use and nondisclosure restrictions applicable to the Confidential Information under this Agreement. The Receiving Party acknowledges that any unauthorized use or disclosure of Confidential Information may cause irreparable damage to the Disclosing Party. In all cases, the Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall the Receiving Party use less than a reasonable degree of care.

(c) Notwithstanding the foregoing, Client acknowledges and agrees as follows:

- i. Client grants to Bettr.me a non-exclusive, royalty free right during Client's use of the Services to process Client's Personal Information and Aggregate Information to the extent required to provide the Services to Client, to improve the features and functionality of the Services, and to communicate with Client in the event Client submits any questions or requests to Bettr.me;
- ii. that Bettr.me may access or disclose Client's Confidential Information if: (i) Bettr.me in good faith believes that disclosure is necessary to comply with any Applicable Law, legal process or government request, (ii) to enforce the Agreement; (iii) to protect the security or integrity of the Services, or (v) to respond to an emergency which Bettr.me believes requires Bettr.me to disclose data to assist in preventing a death or serious bodily injury. In each of the foregoing cases, Bettr.me will disclose only such Confidential Information as Bettr.me believes, in good faith, is necessary; and
- iii. if, but only to the extent that Client authorizes the use of the Services in connection with Third Party Applications, Client consents to Bettr.me releasing to Third Party Developers any Confidential Information entered into the Services reasonably required by such Third Party Developers for the proper use of such Third Party Applications, and such Third Party Developer's use of such Confidential Information shall be governed by Client's agreement with such Third Party Developers.

8. Indemnification. Client shall defend, indemnify, and hold Bettr.me and its directors, officers, employees, and Affiliates harmless against any loss, damage, or cost (including reasonable attorneys' fees) incurred in connection with a claim, demand, suit, or proceeding alleging that Client's use of the Services has harmed a third party or infringes upon the privacy rights of a third party or is in violation or alleged violation of any Applicable Laws. Bettr.me shall provide reasonable information, cooperation and assistance in defending any such claim.

9. Third Party Developers. The Services may include features that permit Client to connect the Services to third party applications ("Third Party Applications") developed by third parties ("Third Party Developers"). Client acknowledges and agrees that: (1) Bettr.me is not such Third Party Developers and is not an Affiliate of such Third Party Developers; and (2) Bettr.me makes no representations or warranties regarding Third Party Developers, Third Party Applications, or their use of Confidential Information, to anyone, express, implied or statutory (including warranties of design, operation, or fitness for any use or purpose). No representation or warranty by such Third Party Developers is binding on Bettr.me nor shall breach of such representation or warranty relieve Client of Client's obligations to Bettr.me. Third Party Developers may require Client to enter into license agreements or pay license fees for the use of their Third Party Applications, which, unless expressly set out herein, are not included in the Fees.

10. Outage Policy. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT Bettr.me DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR

ERROR FREE AND THAT Bettr.me MAY OCCASIONALLY EXPERIENCE DISRUPTION DUE TO INTERNET DISRUPTIONS OR DISRUPTIONS THAT ARE NOT WITHIN Bettr.me'S CONTROL. ANY SUCH DISRUPTION SHALL NOT BE CONSIDERED A BREACH OF THIS AGREEMENT.

11. Ownership.

- a. All Intellectual Property contained in the Deliverables or made available or disclosed to the Client, as part of the Services under any SOW or otherwise provided by Bettr.me to the Client (collectively, "**Bettr.me Intellectual Property**"), and all Intellectual Property Rights in Bettr.me Intellectual Property are and shall remain the sole and exclusive property of Bettr.me and except for the license to use the Bettr.me Intellectual Property pursuant to section 11(a) of this Agreement, the Client is granted no right, title, or interest in the Bettr.me Intellectual Property.
- b. Bettr.me grants to the Client a worldwide, perpetual, non-exclusive royalty free license (the "**License**") to use the Bettr.me Intellectual Property solely for the Client's internal purposes as part of the Deliverables or as part of any systems implemented by Bettr.me in the provision of the Services. Other than the License, no ownership or license in any Bettr.me Intellectual Property shall be granted to the Client and, for greater certainty, but without limitation, the Client shall not be granted any rights to license, sub-license, sell, assign, transfer, or grant the Bettr.me Intellectual Property to any third parties without the prior express written consent of Bettr.me
- c. All Intellectual Property that was owned by or developed by or acquired by the Client or its Affiliates separate from this Agreement and without any use of the Services, Deliverables, or the Bettr.me Intellectual Property (collectively, "Client Intellectual Property") shall remain the exclusive property of the Client. No rights of any kind shall be granted to Bettr.me in the Client Intellectual Property or any Confidential Information belonging to the Client.
- d. Bettr.me and its Affiliates shall own all rights, title and interest, including all Intellectual Property Rights, in and to any improvements to the Services or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from Client's requests or comments. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Bettr.me or its Affiliates by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Bettr.me all rights, title, and interest which Client may have to such refinements and improvements.

12. Fees and Payment Terms.

- (a) Client shall pay all Fees in advance, promptly when due in accordance with the following:
- (b) All Fees will be billed monthly or yearly, based on a subscription model, on the first day of the month or the year, as applicable, of the subscription term, and are due on the signature date of the applicable invoice;
- (c) Fees are based on the number of licenses being used to access the Services, based on the subscription package selected by Client from the packages available, as they may be updated from time to time;
- (d) To the extent that Fees are billed and paid through a third party credit card processor, such third party's standard terms and conditions shall apply;
- (e) Failure to pay Fees shall constitute a material breach of this Agreement;
- (f) All outstanding amounts owing under this Agreement will incur interest at a rate of 1.5% per month (or if such interest rate is not permitted by applicable law, then the maximum interest rate permitted by applicable law), commencing on the due date, calculated monthly, until such time as they are paid in full. Client shall pay all costs incurred by Bettr.me in collecting unpaid invoices, including but not limited to legal fees;
- (g) If Bettr.me is required to do any integration as part of the Services and Deliverables, the cost of such integration will incur a 2% tech fee;
- (h) Client is solely responsible for payment of any goods and services taxes, sales taxes, value added taxes, and excise taxes, as applicable (but excluding any taxes attributable to Bettr.me's income), resulting from Client's use of the Services; and
- (i) Except where otherwise expressly provided, all monetary amounts in this Agreement are stated and shall be paid in U.S. Dollars (USD).

13. Term and Termination.

- (a) This Agreement shall commence on the earlier date of (1) Client's acceptance of this Agreement; or (2) delivery or download or first use of the Services (the "Commencement Date"), and shall continue for the term set out in the order form governed by these Terms (the "Initial Term") unless otherwise agreed to between the parties, in writing, or unless otherwise terminated earlier by either party pursuant to this Agreement. Subject to section 13(b), unless otherwise agreed to between the parties in writing, at the end of the Initial Term (and each renewal term thereafter), this Agreement will automatically renew for additional consecutive periods of same length as the Initial Term. Other than the Fees, the terms and conditions contained herein shall apply to renewal terms;
- (b) At the end of the Initial Term, either party may terminate this Agreement without cause upon providing no less than one full calendar month's written notice to the

other. Notwithstanding the foregoing, Bettr.me may terminate this agreement at anytime with 30 days written notice to the Client;

- (c) Either party may terminate this Agreement for cause immediately upon a material breach of this Agreement by the other party. Except in the case of termination by Client for cause, termination under this part shall not relieve Client of Client's obligation to pay any Fees accrued or payable to Bettr.me under the terms of this Agreement and Client shall remain obligated to pay all Fees owed for the remainder of any subscription term(s) for the Services, all of which Fees shall become immediately due and payable in full.
- (d) Upon the termination or expiration of this Agreement, Client shall immediately discontinue use of the Services on all licenses and Client shall delete or destroy all electronic and physical stand-alone copies of the Services. Upon Client's request, provided such request is made within 30 days of the date of termination of this Agreement, Bettr.me will make available a CSV extract of Client's data entered into the Services, that is in Bettr.me's possession or control and at the end of that period, Bettr.me will have no obligation to maintain or provide Client's data, and Bettr.me may, at its option, delete or destroy all copies of Client's data in its possession or control.

14. Limitation of Liability and Disclaimers

- (a) Disclaimer of Warranties. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN: (1) THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND; AND (2) TO THE MAXIMUM EXTENT PERMITTED BY LAW, Bettr.me AND ITS AFFILIATES EACH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, WHETHER MADE BY EMPLOYEES OF Bettr.me OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY Bettr.me FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF Bettr.me WHATSOEVER. EXCEPT AS MAY BE OTHERWISE SPECIFICALLY PROVIDED HEREIN, Bettr.me SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR OTHERWISE.
- (b) Neither party shall be liable to the other for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for loss of business or good will, work stoppage, loss of information or data, or loss of revenue or profit, resulting from the provision of the Services or the use by the Client of the Deliverables or the reliance upon the Deliverables, or other

financial loss arising out of or in connection with the Services or the Deliverables, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise. Even if Bettr.me has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose, Bettr.me's aggregate and total liability under the Agreement for any and all claims arising out of the shall be limited to direct damages and shall not exceed amounts paid or due by the Client to Bettr.me in the year in which the claim arose.

15. Changes. Bettr.me reserves the right to modify these Terms at any time, which modified Terms will supersede prior versions. Unless otherwise provided, any modifications to the Terms will be effective fourteen (14) days after Client has been notified of such modified Terms or they have been published, whichever occurs first. In the event of material changes to this Agreement, Bettr.me will provide notice to Client, either through the Services, by way of an electronic (including e-mail) notification, or by other reasonable means prior to the effective date of such material changes, and should Client elect not to agree to such material changes, Client's sole remedy shall be to terminate this Agreement in accordance with its terms. Client's continued use of the Services will be deemed acceptance thereof.

16. Trial Accounts. Bettr.me may, but is not obligated to, provide a trial account to Client, and this Agreement shall apply to Client's use of the Services during such trial account period.

17. Miscellaneous.

- (a) Proper Law. This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and the parties agree to attorn to the exclusive jurisdiction of British Columbia.
- (b) Arbitration. All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.
- (c) Survival. Sections 2, 5, 7,8, 10, 11, 12, 13, and 14 of this Agreement shall survive any expiration or termination of this Agreement for any reason.
- (d) Headings. The headings used in the Agreement are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.
- (e) Assignment. This Agreement may not be transferred or assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may transfer or assign this Agreement (1) to an Affiliate; (2) in the event of a sale, merger or other transfer of substantially all of its business and assets; or (3) in the event of a sale or transfer by Bettr.me of the Services and substantially all Bettr.me's business components required to operate the Services, without the other party's consent. The

terms and conditions of this Agreement shall enure to the benefit of and be enforceable by the parties hereto and their permitted successors and assigns.

- (f) Notice. Any notice or communication from one party to the other required or permitted to be given hereunder shall be in writing and either personally delivered, sent by postal service, sent via courier (with evidence of delivery in any case), or, in the case of notice of changes to these terms and conditions, sent by secure electronic means. All notices shall be in English and shall be effective upon actual receipt, except for notices sent by secure electronic means, which shall be deemed to have been received the Business Day after such notices are sent. Unless otherwise requested, all notices to Bettr.me shall be sent to the attention of “Legal” and may be sent by registered mail or courier to #500 – 2700 Production Way, Burnaby, B.C. V5A 0C2. Unless otherwise requested, all notices to Client shall be sent to the attention of “Legal” and may be sent by registered mail or courier to the address provided by Client at the time of entering into this Agreement, or such other address as Client may provide, in writing, to Bettr.me.
- (g) Force Majeure. Neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to, earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, act of terrorism, disruption of the public markets, war or armed conflict or the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service required in the conduct of its business, including Internet access, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.
- (h) Waiver. The waiver by any party hereto of a breach or a default of any provision of this Agreement by another party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.
- (i) Relationship. The Agreement shall not be construed as creating any partnership, joint venture, or agency among the parties and no party shall be deemed to be the legal representative of any other party for the purposes of the Agreement. No party shall have and shall not represent itself as having, any authority to act for, to undertake any obligation on behalf of any other party, except as expressly provided in the Agreement.
- (j) Gender, Plural and Singular. In the Agreement, unless the context otherwise requires, the masculine includes the feminine and the neuter genders and the plural includes the singular and vice versa, “or” is not exclusive” and “including” is not limiting, whether or not such non-limiting language (such as “without limitation” or

“but not limited to”) is used with reference to it, and modifications to the provisions of the Agreement may be made accordingly as the context requires.

- (k) Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter herein. This Agreement supersedes all previous communications between the parties, whether written or oral, with respect to the subject matter herein.
- (l) U.N. Convention. The parties agree that the United Nations Convention on the International Sale of Goods shall not apply to the Terms and shall not apply to any purchase order issued in connection herewith.

Last Updated April 2020.