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EDC

PURCHASE ORDER NUMBER: 65027

SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made effective as of the date set out in Schedule "A" (the "Effective Date").

BETWEEN: **EXPORT DEVELOPMENT CANADA ("EDC")** AND: **EDELMAN CANADA (the "Supplier")**

1.	**SERVICES, DELIVERABLES AND REPRESENTATIVE**
1.1	EDC hereby retains the Supplier to provide to EDC services (the "Services") and to supply the work product (the "Deliverables") described in the attached Schedule "A" as of the Commencement Date specified in Schedule "A".
1.2	If the "Representative" section in Schedule "A" names a specific individual, EDC engages the Supplier to provide the Services on the express and essential condition that the Services shall be performed by said individuals and by no other person. In the event that the Representative is no longer (i) able or willing to perform the Services, or (ii) active with or employed by the Supplier, for any reason whatsoever, EDC shall have the right to terminate this Agreement immediately upon written notice, without prejudice to EDC's rights hereunder. Notwithstanding the foregoing, the Supplier may replace the Representative with another individual reasonably satisfactory to EDC with the prior written consent of EDC.
1.3	The Supplier shall obtain the consent of EDC in writing prior to subcontracting or permitting the subcontracting of any portion of the Services or changing any subcontractor. In any subcontract, the Supplier shall, unless EDC otherwise consents in writing, ensure that the sub-contractor is bound by terms and conditions substantially similar to those in this Agreement.
2.	**FEES, EXPENSES AND TAXES**
2.1	For and in consideration of the Services and Deliverables furnished by the Supplier to EDC under this Agreement, the Supplier shall receive fees set out in Schedule "A". Although the fees set out in Schedule "A" may not set out the relevant sales, goods and services, excise, value added or similar taxes, whether of federal or other jurisdictional level, taxes should be charged to EDC in the normal course, and suppliers may be subject to withholding tax under Canadian law. All taxes shall be shown separately on each invoice. Invoices shall be submitted to the attention of Accounts Payable as set out in Schedule "A".
2.2	Unless otherwise specified in Schedule "A", EDC shall not reimburse the Supplier for any expenses or other disbursements incurred by the Supplier which have not been included in the fees set out in Schedule "A".
2.3	If any fees payable to the Supplier are subject to withholding taxes, EDC shall withhold and remit such amounts to the applicable taxing authority, unless the Supplier provides EDC with an exemption or waiver certificate. EDC will provide the Supplier with written confirmation of any such withholding and remittance, upon written request from the Supplier.
3.	**TERMINATION**
3.1	This Agreement shall terminate on the Termination Date set out in Schedule "A" unless terminated pursuant to Sections 3.2 and 3.3 below.
3.2	Either party may terminate this Agreement: (a) at any time for convenience upon fourteen (14) days' written notice to the other party; or (b) immediately upon written notice if the other party becomes insolvent, or is made the subject of bankruptcy, conservatorship, receivership or similar proceedings.

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3.3	EDC may also terminate this Agreement, without prejudice to EDC's rights hereunder: (a) in accordance with Section 1 of this Agreement; (b) immediately upon written notice, if (i) the Supplier, Representative, or any subcontractor, as applicable, fails to meet or maintain any security clearance requirements; or (ii) the Supplier or the Representative, as applicable, breaches any provision of Schedules "B" or "C", as applicable, attached hereto; or (c) if the Supplier breaches any provision of this Agreement other than Schedule "B" and "C" attached hereto, and fails to remedy such breach within five (5) business days following notice thereof.
3.4	This Agreement shall not be renewed by its own terms, and any further rendition of services by the Supplier beyond the Term of the Agreement shall require the execution of a new Agreement with a new purchase order number.
4.	**CONSEQUENCES OF TERMINATION**
4.1	Should this Agreement terminate for any reason, EDC shall pay the Supplier for all of the Services and Deliverables satisfactorily rendered and delivered by the Supplier prior to termination and for all expenses reasonably and properly incurred by the Supplier prior to termination, if payable hereunder. EDC shall have no further obligation to Supplier for any costs, losses or damages of any kind whatsoever as a result of such expiration or termination.
4.2	In the event of termination by EDC for any reason other than convenience, or by the Supplier for any reason, EDC may withhold any unpaid amounts due to the Supplier under this Agreement, which amounts may be applied by EDC to indemnify it for any amounts owing by the Supplier to EDC hereunder and any excess costs that EDC may incur to complete the Services or Deliverables. Any amounts so withheld that are not applied toward such indemnification shall be paid to the Supplier when EDC, in its sole discretion, determines that it has been adequately indemnified.
4.3	Upon termination of this Agreement, the Supplier shall immediately return to EDC all records, files, lists, documents (including electronic material), equipment, software, intellectual property and any other property belonging to EDC, unless otherwise directed by EDC in writing. The provisions of Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, and Schedules "B" and "C" of this Agreement shall survive any termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Supplier may retain archival copies of information for which deletion of files or data is not feasible provided the Supplier remains in compliance with the terms of Schedule "B" for the duration of the retention.
5.	**REPRESENTATIONS AND WARRANTIES, COVENANTS, AND ACKNOWLEDGEMENTS**
5.1	The Supplier hereby represents and warrants that: (a) it has the authority and capacity to enter into this Agreement and it is not subject to any restrictive covenant or other legal obligation which prohibit the Supplier from performing the Services or supplying the Deliverables; (b) none of the Services or Deliverables infringe the intellectual property rights of any other person and EDC shall have the right to use the Services and Deliverables without any restriction or obligation to any other person; (c) neither the Supplier, the Representative nor any other employee or agent of the Supplier has any relationship with any third party with whom EDC has contracted which would cause such person to have a conflict of interest in relation to this Agreement or in respect of the Services; and (d) the Supplier is, where applicable, duly registered as a registrant under Part IX of the Excise Tax Act (Canada).
5.2	The Supplier covenants to EDC that: (a) it will perform the Services in a timely, professional and competent manner, with all due skill and care, and in accordance with applicable professional standards; (b) the Deliverables will conform with the requirements and specifications set out in Schedule "A"; (c) it will maintain its own business insurance and shall provide EDC with proof of such insurance upon request; (d) it will meet and maintain any requisite government security screening requirements as may be determined as necessary by EDC from time to time, will ensure that its employees and agents, including the Representative maintain such government security screening requirements and will cause its employees and agents, including the Representative, to take all necessary steps to meet such requirements. These requirements may involve verification of personal data, education/professional qualifications, employment history and other similar checks; (e) Should a conflict of interest arise as described in 5.1(c), the Supplier will immediately notify EDC; and (f) in the event the individuals performing the Service do so in Canada, such individuals shall have obtained all necessary permissions to work in Canada and shall have the right to work in Canada.
5.3	The Supplier acknowledges EDC's commitment to employment equity and diversity in the work place. EDC encourages the Supplier to consider the following groups who have been traditionally discriminated against in the work place: women, aboriginal peoples, people with disabilities and visible minorities. The Supplier agrees to work together with EDC to increase diversity in the work place when providing EDC with Representatives.

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5.4	The Supplier also agrees that it, its permitted subcontractors and the respective employees and agents of the Supplier and any subcontractor, including the Representative (a) will interact with EDC employees and third parties in a professional and respectful manner and shall not access any external websites through EDC which could compromise or cause embarrassment to EDC; and (b) will not use EDC's or their own devices, systems or networks for any illegal or unauthorized purpose, including without limitation, any use which could disable, damage, overburden, or impair any EDC device, system or network or interfere with any third party's enjoyment of such third party's device, system or network, or any EDC device, system or network.
6.	**INDEMNITY**
6.1	The Supplier 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 Supplier, its subcontractors or the respective employees and/or agents of the Supplier and any subcontractor, including the Representative, arising in connection with this Agreement or the Schedules attached hereto; (b) any and all breaches by the Supplier, its subcontractors or the respective employees and/or agents of the Supplier and any subcontractor, including the Representative, of any representations, warranties, covenants, terms or conditions of this Agreement or the Schedules attached hereto; (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which EDC may be assessed or otherwise may incur under any federal, provincial or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Representative is considered an employee of EDC; and (d) any claim that the Services or Deliverables infringe the intellectual property rights of any person.
7.	**INTELLECTUAL PROPERTY**
7.1	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, know-how, trade secrets and confidential information, and other proprietary rights.
7.2	Subject to the provisions of Schedule "A", the Supplier agrees: (a) that EDC will be the exclusive owner of all IP Rights created or developed by the Supplier or the Representative, whether by it alone or jointly or with the contribution or assistance of others arising out of its engagement with EDC, including without limitation all IP Rights in the Deliverables; (b) that it has no rights in any such IP Rights and hereby assigns to EDC all rights, title and interest that may accrue to the Supplier, or the Representative as a result of its engagement with EDC; (c) to waive all moral rights and droits de suite that it has now or may have in the future to the IP Rights; and (d) that all Deliverables and other works created in full or in part by the Supplier or Representative may be maintained, changed, modified and/or adapted by EDC without the consent of either the Supplier or the Representative.
7.3	Notwithstanding Subsection 7.2, the Supplier and EDC may agree in writing that certain identified and designated IP Rights will remain with the Supplier.
7.4	EDC acknowledges that Supplier and Representative possess knowledge and expertise relating to the subject matter of the Services and Deliverables ("Supplier Know-How"), which may include intellectual property rights in certain pre-existing tools and materials used by Supplier in performing the Services. Any rights in the Supplier Know-How are not transferred to EDC and shall remain the property of the Supplier. However, to the extent that any Supplier Know-How is included in the Deliverables, Supplier grants to EDC a perpetual non-exclusive right and license to use and reproduce the Supplier Know-How to the extent reasonably necessary to exercise EDC's rights in the Deliverables and shall be permitted to share the Deliverables outside of EDC at its sole discretion.

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8.	**CONFIDENTIAL, CUSTOMER AND PERSONAL INFORMATION**
8.1	Both EDC and the Supplier may disclose information to one another which they each desire that the other hold in confidence. As a result, the parties agree to execute and abide by the terms of the Confidentiality Agreement attached hereto as Schedule "B". In the case of EDC, the Deliverables shall not constitute Confidential Information to which this Agreement applies.
8.2	The Supplier acknowledges and agrees that EDC has informed the Supplier that EDC is the custodian of personal information, all of which EDC is required by law to protect. In light of that disclosure, the Supplier acknowledges and agrees to execute and abide by the terms of the Privacy Undertaking attached hereto as Schedule "C".
8.3	If the Supplier (a) does not comply or suspects that it has not complied with a confidentiality provision in this Agreement or any provision of Schedules "B" and /or "C"; 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 Supplier must: (i) 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; (ii) immediately preserve and protect all evidence that relates to the Incident; and (iii) in a timely manner take all steps, including retaining third parties, to: x. mitigate the impact of the Incident; y. prevent a subsequent occurrence of a similar Incident; and z. otherwise cooperate with EDC to resolve the Incident; and (iv) if directed by EDC, notify the parties who are affected by the Incident.
9.	**LOCATION AND ACCESS TO INFORMATION**
9.1	With respect to any and all data or information received from EDC or created in relation to this Agreement, the Supplier shall ensure that at all times: (a) such information is not transmitted, stored, held or located outside the boundaries of the jurisdiction(s) identified in Schedule "A"; (b) no person outside the jurisdiction(s) identified in Schedule "A" (including any affiliate or subcontractor of the Supplier) has access to any such information or data; and (c) such information is processed and stored on hardware located in the jurisdiction(s) identified in Schedule "A" that is physically independent from any databases, hardware, networks or systems located outside the jurisdiction(s) identified in Schedule "A", including those of any affiliates of Supplier.
10.	**AUDIT**
10.1	The Supplier must keep proper accounts and records of the cost relating to the Services and Deliverables, including all invoices, receipts and vouchers.
10.2	If this Agreement includes payment for time spent by the Supplier, its employees, representatives, agents or sub-contractors providing the Services and Deliverables, the Supplier must keep a record of the actual time spent each day by each individual providing any part of the Services and Deliverables.
10.3	Unless EDC has consented in writing to its disposal, the Supplier must retain all the information described in this Section for six (6) years after either the receipt by the Supplier of the final payment under this Agreement, or the settlement of all outstanding claims and disputes, whichever is later. During this time, the Supplier must make this information available for audit, inspection and examination by the representatives of EDC, who may make copies and take extracts. The Supplier must provide all reasonably required facilities for any audit and inspection and must furnish all the information that EDC or its representatives may require, from time to time, to perform a complete or partial audit of this Agreement.

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11.	**RELATIONSHIP AND REFERENCE**
11.1	The parties hereto expressly acknowledge and agree that the Supplier shall render the Services hereunder as an independent Supplier and that the Supplier's employees and/or agents, including the Representative, are neither employees of EDC nor dependent contractors. As such, neither the Supplier nor any of its employees and/or agents, including the Representative, shall have any right to any EDC employee benefit, entitlement or advantage.
11.2	Nothing in this Agreement shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into any contracts on behalf of the other party. As such, neither the Supplier nor the Representative is authorized to bind or commit EDC, either actually or apparently, in any manner whatsoever, without express prior written authority from EDC to do so.
11.3	The Supplier and the Representative shall not make reference to EDC in any future promotional material, except by the Representative as a professional reference, without the prior written authorization of EDC.
12.	**SERVICES, DELIVERABLES AND REPRESENTATIVE**
12.1	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:
	SUPPLIER: / EDC:
	EDELMAN CANADA 150 Bloor Street West, Suite 300 Toronto, Ontario, M5X 2X9 Matt Salvatore Matt.Salvatore@edelman.com Procurement **Export Development Canada** 150 Slater Street, Ottawa, ON, K1A 1K3 (613) 598-2501 (Telephone) procurement@edc.ca
12.2	All notices delivered shall be deemed to have been received when delivered.
13.	**SEVERABILITY**
13.1	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.
14.	**AMENDMENT AND ASSIGNMENT**
14.1	This Agreement may be amended in whole or in part only by the written consent of the parties hereto.
14.2	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.
15.	**ENTIRE AGREEMENT**
15.1	This Agreement and the Schedules attached hereto 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. The Schedules hereto form an integral part of this Agreement and are incorporated by reference herein.
16.	**GOVERNING LAW AND JURISDICTION**
16.1	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.
17.	**LANGUAGE**
17.1	The parties hereto have explicitly requested and hereby accept that this Agreement be drawn up in English. Les parties aux présentes ont expressément demandé et acceptent par les présentes que le présent document « Agreement » soit rédigé en anglais.
18.	**COUNTERPARTS**
18.1	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.

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

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

EDELMAN CANADA

By: MAS

Name:	Matt Salvatore
Title:	Senior Account Director
Date:	July 3, 2019

EXPORT DEVELOPMENT CANADA

By: Sarah D'Angelo

Name:	Sarah D'Angelo
Title:	Procurement Coordinator
Date:	06/27/2019

By: KBrown

Name:	Kelly Brown
Title:	Senior Procurement Advisor
Date:	JUN 2 8 2019

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PURCHASE ORDER NUMBER: 65027

SCHEDULE "A"

EFFECTIVE DATE	COMMENCEMENT DATE	TERMINATION DATE
June 27th, 2019	May 27th, 2019	May 31st, 2019
REPRESENTATIVE	Matt Salvatore Senior Account Director, Corporate	
DESCRIPTION OF SERVICES	Media Pitching for the Chicago Office opening.	
DESCRIPTION OF DELIVERABLES	**Message preparation** • Research and deliver a two-page document of market-specific data points. Document to include information surrounding current events in Chicago and the Midwest to prepare client for potential interviews with reporters (resulting from earned media outreach). **Earned Media Outreach** • Identify Midwest media targets covering business and banking news and develop two (2) pitches for pre-and day-of-media outreach • Distribute pitch to target media list • Manage follow-up needs for media following interviews • Prepare background documents for secured interviews	
JURISDICTION FOR DATA STORAGE / BACKUP / SUPPORT SERVICES	**Confidential Information:**	CANADA
	Customer Information:	CANADA
	Personal Information:	CANADA
FEES The fees and amounts set out herein are in **Canadian funds** unless otherwise specified herein. Please refer to Section 2 of this Agreement for further terms regarding the fees.	**PO Value not ot exceed: $6,200.00 USD.**	
INVOICES 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	

PAYMENT TERMS

The Supplier shall prepare and submit invoices monthly on the 10th day of the month following the month in which the Services were rendered or the Deliverables were completed or accepted, as applicable. Each invoice shall specifically reference the applicable EDC purchase order number, and include time sheets and any other documentation reasonably requested by EDC from time to time. EDC shall pay approved invoices within 30 days of receipt of such invoice. Payment shall be in **Canadian funds** unless otherwise specified above.

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SCHEDULE "B"

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement forms part of the agreement it is attached to (the "Agreement") as Schedule "B".

The Supplier (which term includes any employee, officer, or agent of the Supplier, including the Representative) may be exposed to EDC's customer information ("**Customer Information**"), which must be protected and held in strict confidence pursuant to Section 24.3 of the *Export Development Act*. R.S., 1985, c. E-20, s. 1; 2001, c. 33, s. 2(F).

Both EDC and the Supplier may receive from the other party (the "Disclosing Party") confidential information (including any documentation, spreadsheets, correspondence, memoranda, notes, analyses or financial data and including information provided in electronic form or by oral communication) which is legibly marked or otherwise clearly identified by the Disclosing Party, either in writing or verbally (including by electronic means) as confidential at the time of its receipt by the party (the "Recipient") receiving the information ("Confidential Information" which term shall include Customer Information) in accordance with the terms of this Confidentiality Agreement and the Agreement.

NOW THEREFORE the parties agree as follows:

B1. RESTRICTIONS

B1.1 Except as otherwise provided in this Confidentiality Agreement, the Recipient will neither:

(a) without compromising the disclosure of information required for employees' normal use of internal information systems, transmit, disclose, or permit disclosure, access, loss or use of Confidential Information to any person other than (i) its employees, officers and directors, agents, auditors, consultants, advisors, and legal counsel (collectively and together with EDC's sole shareholder, the "Representatives") who need to know such information for the purpose of fulfilling the terms and conditions of the Agreement, and (ii) EDC's sole shareholder (it being understood that such persons shall be informed of the confidential nature of such information and shall be directed to treat such information in accordance with the terms of this Confidentiality Agreement and the Agreement); nor

(b) use in any manner not connected with the Agreement any Confidential Information. In the case of EDC, the Deliverables shall not constitute Confidential Information to which this Agreement applies.

B2. DEGREE OF CARE

B2.1 The Recipient 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.

B3. PERMITTED DISCLOSURES

B3.1 The terms of this Confidentiality Agreement shall not apply to any Confidential Information which is:

(a) disclosed by a Party or its Representatives pursuant to the requirements of law, regulation, or instruments thereunder or in connection with any legal proceedings, including if required by the Access to Information Act;

(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;

(e) furnished by EDC to the Auditor General of Canada; or

(f) required to be disclosed by EDC pursuant to EDC's Disclosure Policy or pursuant to Canada's or EDC's international commitments. Nothing in this Confidentiality Agreement shall prohibit EDC's disclosure, following the signing of the Agreement, of the following information: the name of the Supplier, the amount of the total fees paid and payable by EDC to the Supplier under the Agreement; the total value of the contract, and a general description of the Services and Deliverables.

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B3.2	In addition to 3.1, the terms of this Confidentiality Agreement shall not apply to Confidential Information that is not Customer Information which is: (a) independently developed by the Recipient; (b) in the public domain at the time of its disclosure, or subsequently made available to the general public by a person other than the Recipient, or by the Recipient, but only to the extent that in making such information public, the Recipient was not in breach of this Agreement; or (c) requested by any governmental agency or other regulatory authority (including any self-regulatory organization having have jurisdiction).
B3.3	If any portion of the Confidential Information falls within any one of the above exceptions listed in B3.1 or B3.2, the remainder of such Confidential Information will continue to be subject to the prohibitions and restrictions set forth in Section B1.
B3.4	Specific items and details of Confidential Information shall not be deemed to be within any of the exceptions in Section B3 only because such item or detail is generally referred to in more general information that falls within such exception.
B4.	**DAMAGES**
B4.1	With respect to a breach related to Confidential Information that is not Customer Information, the Recipient shall be responsible only for direct damages caused to the Disclosing Party by any transmission or disclosure, access, loss or use of Confidential Information not permitted by this Confidentiality 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 Agreement. Any acts or omissions by a third party to whom the Supplier has transmitted, disclosed or permitted the disclosure of Confidential Information shall be deemed to be actions or omissions of the Supplier for the purpose of this sub-section B4.1.
B4.2	With respect to a breach related to Customer Information, the Supplier shall be responsible for damages caused by any transmission or disclosure, access, loss or use of Customer Information not permitted by this Confidentiality Agreement. The Supplier shall also be liable to indemnify EDC for breach of this Confidentiality Agreement. Any acts or omissions by a third party to whom the Supplier has transmitted, disclosed or permitted the disclosure of Confidential Information shall be deemed to be actions or omissions of the Supplier for the purpose of this sub-section B4.2.
B4.3	The parties agree that the party which has suffered or would suffer by the breach of this Confidentiality Agreement by the other, may, subject to applicable law, be entitled to immediate equitable relief, including injunction and specific performance, as remedies for any such breach. Such remedies shall, subject to applicable law, not be deemed to be the exclusive remedies available for any such breach but shall be in addition to all other remedies available at law or in equity. By entering into this Agreement, EDC is not waiving any rights which it may have pursuant to applicable law.
B5.	**RETURN AND DESTRUCTION OF INFORMATION**
B5.1	All documents, drawing, spreadsheets, data and writings (including electronic materials) containing Confidential Information and all copies thereof shall be returned promptly by the Recipient upon receipt of a written request from the Disclosing Party or at any time by the Recipient in its discretion and any copies that have been made will (subject to the requirements of applicable law and internal audit purposes in the case of which the terms of this Confidentiality Agreement shall continue to apply to the Confidential Information not so dealt with) be destroyed in accordance with the Recipient's procedure for destruction of similar confidential material; however, the undertakings set forth in this section shall not apply to Confidential Information furnished to EDC in connection with transactions entered into by EDC including any financing, insurance or other arrangements whatsoever.
B5.2	The Parties' obligation to protect all Confidential Information that is not Customer Information in accordance with this Confidentiality Agreement shall survive such return or destruction of the Confidential Information and shall subsist until the date determined under Section B7.
B5.3	In the case of Customer Information, the Parties' obligation to protect the Customer Information in accordance with this Confidentiality Agreement shall survive such return or destruction of the Customer Information and shall subsist until the date determined by EDC.

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B6.	**ENTIRE AGREEMENT**
B6.1	This Confidentiality Agreement and the Agreement constitute the entire understanding and agreement of the Parties relating to the protection of Confidential Information. No rights or obligations other than those expressly recited herein are to be implied from this Confidentiality Agreement, or otherwise, and the Parties, to the extent permitted by the governing law of this Confidentiality Agreement, agree that this Confidentiality Agreement shall be the sole and exclusive source of their rights against each other in relation to Confidential Information.
B7.	**TERMINATION**
B7.1	This Confidentiality Agreement may be terminated at any time by mutual agreement of the parties and unless earlier terminated, this Confidentiality Agreement shall expire three (3) years from the Effective Date. On a single occasion, at any time before its expiration or termination, either party may extend this Confidentiality Agreement for one year by written notice (by fax or otherwise) to the other party, which notice shall be effective upon receipt.
B7.2	However, the terms of this Confidentiality Agreement as they apply to Customer Information received by the Supplier will survive any termination of either this Confidentiality Agreement or the Agreement.

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

EDELMAN CANADA

By: _____

Name:	Matt Salvator
Title:	Senior Account Director
Date:	July 3, 2019

EXPORT DEVELOPMENT CANADA

By: Sarah D'Angelo

Name:	**Sarah D'Angelo**
Title:	Procurement Coordinator
Date:	06/27/2019

By: _____

Name:	**Kelly Brown**
Title:	**Senior Procurement Advisor**
Date:	JUN 2 8 2019

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SCHEDULE "C"

PRIVACY UNDERTAKING

This Privacy Undertaking forms part of the agreement it is attached to (the "Agreement") as Schedule "C". For the purposes of Section 8 of the Agreement, the Supplier hereby agrees as follows:

WHEREAS the Supplier (which terms includes any employee, officer, or agent of the Supplier, 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*. As a result, the Supplier agrees that:

C1.	**DEFINITIONS**
C1.1	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; and (c) "Personal Information" means any information relating to an identified or identifiable natural person, the management of which is governed by Applicable Laws.
C2.	**PURPOSE**
C2.1	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 Supplier is aware of and complies with the requirements of Applicable Laws with respect to Personal Information.
C3.	**OWNERSHIP OF PERSONAL INFORMATION**
C3.1	Unless EDC otherwise specifies, where the Supplier 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.
C4.	**COLLECTION OF PERSONAL INFORMATION**
C4.1	Supplier will only process Personal Information according to EDC's instructions, unless required to do so by Applicable Laws. Accordingly, unless EDC otherwise specifies, in the course of performing its obligations under the Agreement, the Supplier shall: (a) collect Personal Information only as necessary for the performance of the Supplier's obligations under the Agreement; (b) subject to Paragraph (c) below, 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 Supplier'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.
C5.	**USE OF PERSONAL INFORMATION**
C5.1	The Supplier may only use the Personal Information for the use for which it is collected and in the performance of the Supplier's obligations under the Agreement. Without limiting the generality of the foregoing, the Supplier 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.
C6.	**USE OF PERSONAL INFORMATION WHERE SUPPLIER IS PROCESSING INFORMATION**
C6.1	Where Applicable Laws require that EDC and the Supplier set out the scope and nature of the Supplier's processing of Personal Information, EDC and the Supplier agree: (a) that the subject matter, nature and purpose of Supplier's processing is the Personal Information provided in respect of the Services under this Agreement;

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(b) that the duration of the processing is the duration of the provision of the Services 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
(d) that the categories of "data subjects" are, as applicable, EDC's representatives, users of the Services, clients, suppliers, business partners and others whose Personal Information may be submitted to the Services.

C7.	**DISCLOSURE, ACCESS AND LOCATION OF PERSONAL INFORMATION**
C7.1	In addition to the terms included in this Schedule "C", the Supplier shall maintain and treat and shall ensure that any subcontractor shall maintain and treat Personal Information as confidential at all times in accordance with Schedule "B" attached to the Agreement. In the event of a conflict between the terms of Schedule "B" and the terms of this Schedule "C", the terms of this Schedule "C" shall prevail. The Supplier shall not: (i) 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 Supplier's obligations under the Agreement; (ii) transmit, disclose, permit disclosure, use or access, or store Personal Information outside the boundaries of the jurisdiction(s) identified in Schedule "A" (if such jurisdiction(s) has/have been determined acceptable to EDC); and (iii) 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 Supplier shall ensure that no person outside the jurisdiction(s) identified in Schedule "A" (including any affiliate of the Supplier) has access to the Personal Information (if such jurisdiction(s) has/have been determined acceptable to EDC).
C8.	**REQUESTS FOR ACCESS TO PERSONAL INFORMATION**
C8.1	If the Supplier receives a written or verbal request for access to Personal Information, the Supplier 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 Privacy@edc.ca
C9.	**PROTECTION OF PERSONAL INFORMATION**
C9.1	The Supplier 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, alteration or disposal, including keeping the Personal Information in a secure location. To that end, Supplier must assist EDC in complying with its security obligations under Applicable Laws. Supplier must ensure that Supplier's personnel required to access Personal Information are subject to enforceable duties of confidence in respect of the Personal Information substantially similar to the confidentiality obligations in the Agreement.
C10.	**RETENTION OF PERSONAL INFORMATION**
C10.1	The Supplier 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 Supplier 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 Supplier will provide EDC, upon EDC's request, with written confirmation of such destruction.

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C11.	**ACCURACY AND CORRECTION OF PERSONAL INFORMATION**
C11.1	The Supplier 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 Supplier must make every reasonable effort to ensure the accuracy and completeness of any Personal Information collected by the Supplier. The Supplier 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 Supplier shall send EDC the corrected or annotated Personal Information within five (5) business days of correcting or annotating any Personal Information under this Section C11. If the Supplier receives any such request to correct or annotate from a person other than EDC, the Supplier must within five (5) days of any such request advise such person to make the request to the Privacy Coordinator.
C12.	**INSPECTION OF PERSONAL INFORMATION**
C12.1	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 Supplier, enter the Supplier's premises to inspect: any Personal Information in the possession of the Supplier; or (a) any of the Supplier's information management policies or practices relevant to the management of the Personal Information or the Supplier's compliance with this Privacy Undertaking. The Supplier must provide all necessary assistance to EDC in the event of such inspection.
C13.	**SUBCONTRACTORS**
C13.1	Supplier 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, Supplier is liable for the actions or inactions of its subcontractors.
C14.	**COMPLIANCE WITH APPLICABLE LAWS AND DIRECTIONS**
C14.1	The Supplier must comply with: (a) any requirements of Applicable Laws applicable to the Supplier 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 Supplier will inform EDC that it cannot comply with the direction.
C15.	**SURVIVAL**
C15.1	The obligations of the Supplier under this Privacy Undertaking shall survive for as long as the Supplier retains any Personal Information.
C16.	**CONFLICT**
C16.1	The Supplier must comply with the provisions of this Privacy Undertaking despite any conflicting provision of the Agreement.

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

EDELMAN CANADA

By: _____

Name:	Matt Salvatore
Title:	Senior Account Director
Date:	July 3, 2019

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