

## PRINCIPAL SERVICES AGREEMENT

This Principal Services Agreement, including Schedules "A" and "B" attached hereto (this "**Agreement**") is made effective as of July 1<sup>st</sup>, 2025 (the "**Effective Date**") between Development Finance Institute Canada (DFIC) Inc. ("**FinDev Canada**") and **SUPPLIER'S LEGAL NAME** (the "**Supplier**") with their office located at **ADDRESS, CITY, POSTAL CODE**.

### 1. SERVICES, DELIVERABLES AND REPRESENTATIVE

- 1.1 FinDev Canada hereby retains the Supplier to provide to FinDev Canada services (the "**Services**") and to supply the work product (the "**Deliverables**") described in each applicable Schedule "A" as of the Commencement Date specified in the applicable Schedule "A" (the "**Engagement**"). "Schedule "A" means any schedule of services prepared and executed in accordance with Schedule "A", as amended from time to time in accordance with this Agreement.
- 1.2 The Supplier will perform, on the terms and conditions set out herein and in each applicable Schedule "A", the Services, Deliverables and other obligations described in any Schedule "A" and all other services and obligations of the Supplier set out in this Agreement. The Supplier shall complete the Services and Deliverables in accordance with the Specifications and the delivery schedule set forth in each applicable Schedule "A" (the "**Delivery Schedule**"). "**Specifications**" means the functional, performance and other specifications applicable to the Deliverables set forth in each applicable Schedule "A", as such specifications may be amended from time to time in accordance with the provisions of this Agreement. The Supplier will assign sufficiently qualified personnel for the performance of the Services and Deliverables to fulfill its obligations under this Agreement in a professional and diligent manner.
- 1.3 Unless otherwise agreed in the applicable Schedule "A", the Supplier shall deliver each Deliverable described in the Specifications to FinDev Canada upon completion of such Deliverables and, in any event, no later than the applicable milestone date specified in the Delivery Schedule, for acceptance. FinDev Canada shall not be required to accept any Deliverable unless such Deliverable complies with the Specifications. Unless otherwise agreed in the applicable Schedule "A", acceptance of a Deliverable by FinDev Canada shall occur only once FinDev Canada has provided the Supplier written notification of acceptance of such Deliverable.
- 1.4 In connection with the Services, the Supplier shall only employ, have employed, or engage people who are:
  - (a) appropriately qualified, competent and experienced in their profession or posting,
  - (b) the Services shall be performed by a sufficient number of people who have an adequate knowledge of the Services to be performed (including without limitation the methods and techniques required, the risks likely to be encountered, and the methods for preventing accidents), and
  - (c) the personnel performing the Services must be trained and informed in connection with the Services to be provided and the Deliverables to be supplied.
- 1.5 If the "Representative" section in an applicable Schedule "A" names specific individuals, FinDev Canada engages the Supplier to provide the Services and the Deliverables on the express and essential condition that the Services shall be performed by said individuals and by no other person. In the event that a Representative is no longer:
  - (a) able or willing to perform the Services, or
  - (b) active with or employed by the Supplier, for any reason whatsoever, FinDev Canada shall have the right to terminate this Agreement immediately upon written notice, without prejudice to FinDev Canada's rights hereunder. Notwithstanding the foregoing, the Supplier may replace the Representative with another individual satisfactory to FinDev Canada with the prior written consent of FinDev Canada.
- 1.6 The Supplier shall obtain the consent of FinDev Canada in writing prior to subcontracting or permitting the subcontracting of any portion of the Services or supply of the Deliverables or changing any subcontractor

- (a) In any subcontract, the Supplier shall, unless FinDev Canada otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions substantially similar to those in this Agreement; and
  - (b) The Supplier shall remain responsible for the performance of the Services and/or the supply of the Deliverables entrusted to any subcontractor and for any of its subcontractors' actions, errors, or negligence, or those of the agents or employees of such, as fully as if they were its own actions, errors, or negligence or those of its own representatives or employees.
- 1.7 FinDev Canada may request changes to the Specifications or the Delivery Schedule through a written change order request (a "Change Order Request"), which shall include a reasonably detailed description of the scope and nature of the requested change(s). FinDev Canada shall submit a Change Order Request that is substantially in the form of Schedule "D". Supplier will review such Change Order Request and will submit to FinDev Canada a reasonably detailed description of the impact that such change(s) would have on the Delivery Schedule and the Fees, if any, ("Change Order Response") within ten Business Days following receipt of such Change Order Request; and FinDev Canada will review such Change Order Response and, to the extent that such Change Order Response is acceptable to FinDev Canada, will issue a change Authorization (a "Change Authorisation Order") within ten Business Days following receipt of such Change Order Response. This Agreement (including its Schedules) shall be deemed amended by the Change Authorisation Order submitted by FinDev Canada to Supplier to the extent required in order to implement such changes. For greater certainty, should Supplier refuse or be unable to perform changes requested by FinDev Canada in a Change Order Request or Change Authorisation Order, or should the Change Order Response submitted by Supplier to FinDev Canada for such changes be unacceptable to FinDev Canada, FinDev Canada reserves the right to obtain the required products or services from a third party and this Agreement shall remain unaffected thereby. No fee will be payable by FinDev Canada for any changes performed by Supplier or by a third party prior to the issuance of a Change Authorisation Order.
- 1.8 All capitalized terms used in this Agreement and not otherwise defined will have the meaning given to them in a Schedule to this Agreement.

## 2. FEES, EXPENSES AND TAXES

- 2.1 For and in consideration of the Services and Deliverables furnished by the Supplier to FinDev Canada under this Agreement, the Supplier shall receive the fees set out in each Schedule "A" (the "**Fees**"). Although the Fees 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 FinDev Canada in the normal course, and the Supplier 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 each Schedule "A". In no event shall FinDev Canada be responsible for any taxes, statutory withholdings, deductions, or remittances imposed on or with respect to the Supplier's income, revenues, gross receipts, real or personal property, or other assets.
- 2.2 Unless otherwise specified in an applicable Schedule "A", FinDev Canada 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 the Schedule "A".
- 2.3 If any Fees payable to the Supplier are subject to withholding taxes, FinDev Canada shall withhold and remit such amounts to the applicable taxing authority, unless the Supplier provides FinDev Canada with an exemption or waiver certificate. FinDev Canada 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 be deemed to have come into force and effect as of the Effective Date set forth at the beginning of this Agreement, and shall remain in effect until June 30, 2030 "the "**Initial Term**"", unless otherwise renewed or terminated earlier pursuant to Sections 3.2 or 3.3 below. Upon the mutual agreement of the parties hereto, this Agreement may be renewed for up to two (2) successive one-year terms (each a "**Renewal Term**", and if so renewed, all such Renewal Terms together with the Initial Term, the "**Term**").

- 3.2 Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, or is made the subject of bankruptcy, conservatorship, receivership or similar proceedings.
- 3.3 FinDev Canada may also terminate this Agreement, without prejudice to FinDev Canada's rights hereunder:
- (a) at any time for convenience upon fourteen (14) days written notice to the Supplier;
  - (b) in accordance with Section 1.5 of this Agreement;
  - (c) immediately upon written notice, if: (i) the Supplier, a Representative, employee, consultant, agent or any subcontractor (together with the Supplier, the "Supplier Parties"), as applicable, fails to meet or maintain any security clearance requirements; or (ii) any of the Supplier Parties, as applicable, breaches any provision of Sections 7, 8 or Schedule "B", as applicable, attached hereto; or
  - (d) if any of the Supplier Parties breaches any provision of this Agreement other than Sections 7, 8 and Schedule "B" attached hereto, and fails to remedy such breach within five (5) business days following notice thereof.

#### **4. CONSEQUENCES OF TERMINATION**

- 4.1 Upon termination of this Agreement for any reason, FinDev Canada shall pay the Supplier for the Fees in respect 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. FinDev Canada shall have no further obligation to the 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 of this Agreement or a specified Schedule "A" by FinDev Canada for any reason other than convenience in accordance with section 3.3(a) of this Agreement, or by the Supplier for any reason, FinDev Canada may withhold any unpaid amounts due to the Supplier under this Agreement or under any Schedule "A", which amounts may be applied by FinDev Canada to indemnify it for any amounts owing by the Supplier to FinDev Canada hereunder and any excess costs that FinDev Canada may incur to complete the Services or Deliverables. Any amounts so withheld that are not applied toward such indemnification may be paid to the Supplier when FinDev Canada, in its sole discretion, determines that it has been adequately indemnified.
- 4.3 Upon termination of this Agreement, the Supplier shall:
- (a) Immediately return to FinDev Canada all records, files, lists, documents (including electronic material), equipment, software, intellectual property and any other property belonging to FinDev Canada, unless otherwise directed by FinDev Canada in writing. 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 Section 8 and Schedule "B" for the duration of the retention; and
  - (b) allow FinDev Canada and/or any third-party designated by FinDev Canada to resume the performance of the Services and the supply of the Deliverables without opposition, under conditions ensuring the continuity of the performance of the Services and supply of the Deliverables.
- 4.4 The provisions of Sections 4, 6, 7, 8, 9, 10, 16, and Schedule "B" of this Agreement shall survive any termination of this Agreement.

#### **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, perform the obligations hereunder, and is not subject to any restrictive covenant or other legal obligation which prohibits the Supplier from performing the Services or supplying the Deliverables;

- (b) none of the Services or Deliverables infringe the IP rights (as defined below) or any other proprietary rights of any person, and FinDev Canada shall have the right to use the Services and Deliverables without any restriction or obligation to any other person and free and clear of all encumbrances and liens of any kind;
- (c) its performance of its obligations under this Agreement do not and will not breach any confidentiality, non-competition, non-solicitation or other agreement entered into by the Supplier with any third-party; and
- (d) to the best of its knowledge, the Supplier does not have a relationship with any third-party with whom FinDev Canada has contracted which would cause such person to have a conflict of interest in relation to this Agreement or in respect of the Services or the Deliverables;
- (e) the Supplier is, where applicable, duly registered as a registrant under Part IX of the Excise Tax Act (Canada).
- (f) the Supplier is not listed for financial sanctions by Canada or the United States, including the Office of Foreign Assets Control (OFAC) , or the European Union;
- (g) the Supplier complies with all applicable laws, including without limitation any laws and regulations concerning the environment, employment, labour, health, hygiene, and safety of personnel, as well as the reasonable prevention of accidents and epidemics; and
- (h) the Supplier is not in breach of any material obligations under any applicable laws and/or material agreements, including any other agreement with FinDev Canada or any of its affiliates.

5.2 The Supplier covenants to FinDev Canada that:

- (a) it will perform the Services and/or Deliverables in a timely fashion, and in any event in accordance with any agreed upon schedule, in a professional and competent manner, with all due skill and care, and in accordance with applicable professional and/or industry standards;
- (b) the Services and/or Deliverables will conform with the requirements and specifications set out in each applicable Schedule "A";
- (c) it will maintain in force insurance, including without limitation for commercial general liability and health and safety with responsible and reputable insurance companies or associations with policy limits sufficient to protect and indemnify FinDev Canada from any losses arising from the Supplier or any Supplier Parties' conduct, acts, or omissions, in such amounts and covering such risks as is customary for companies engaged in similar businesses in similar jurisdictions and owning similar properties in the same general areas in which the Supplier operates, at all times during the term of the Agreement. The Supplier shall provide FinDev Canada with proof of such insurance upon request. The Supplier shall not do anything to invalidate such insurance and shall notify FinDev Canada immediately in writing of notice of termination or material change of such insurance;
- (d) it will meet and maintain any requisite security screening requirements as may be determined as necessary by FinDev Canada from time to time, and will ensure that its Supplier Parties maintain such security screening requirements. These requirements may involve verification of personal data, education/professional qualifications, employment history and other similar checks, investigations or inquiries;
- (e) should a conflict of interest arise as described in 5.1(d), the Supplier will immediately notify FinDev Canada;
- (f) in the event the individuals performing the Services do so in a jurisdiction where it is necessary to have a permission, authorization or permit to work, such individuals shall have obtained all necessary permissions, authorizations and permits to work in such jurisdiction and shall have the right to work in such jurisdictions;
- (g) it shall, promptly upon the request of FinDev Canada from time to time, supply, or procure the supply of, such documentation and other evidence as FinDev Canada may reasonably request for FinDev Canada to carry out any "know your customer" review and be satisfied that the Supplier has complied with all its know your customer requirements;
- (h) it shall respect all applicable laws, including without limitation, all laws and regulations concerning the environment, employment, labour, health, hygiene, and safety of personnel, as well as the reasonable prevention of accidents and epidemics;

- (i) the Supplier will comply with sanctions laws promulgated by Canada, and the United States (including OFAC) and the European Union;
- (j) it shall comply with the provisions of all agreements and collective bargaining agreements to which it is bound;
- (k) it shall comply with the procedures, policies, directions, and instructions communicated to it by FinDev Canada at any time during the term of this Agreement;
- (l) it will cooperate, in good faith, with FinDev Canada, to the extent that FinDev Canada requests any information (including access to any documents and records) in relation to the Supplier's (or any Supplier Parties') compliance with any of the terms of this Agreement, including Prohibited Actions (as defined below);
- (m) it has not, and will not partake in any Prohibited Action, and it has or shall put in place appropriate procedures to detect and prevent Supplier Parties from taking any Prohibited Action; and
- (n) the Supplier will promptly notify FinDev Canada if it becomes aware (or suspects) that it or any Supplier Parties have taken any Prohibited Action. To the extent that the Supplier suspects any Prohibited Action, it will take all necessary measures (to the extent of its control) to remedy such circumstances to the satisfaction of FinDev Canada.

**"Prohibited Action"** means, in connection with the performance of the Supplier's obligations under this Agreement, directly or indirectly, participating in any of the following:

- (a) the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (b) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (c) impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (d) an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (e) destroying, falsifying, altering, or concealing of evidence, threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to any FinDev Canada investigation, or impeding FinDev Canada's contractual rights of audit or inspection or access to information;
- (f) the use of FinDev Canada funds or resources for an improper or unauthorized purpose, committed either intentionally or through reckless disregard, including any act in contravention of applicable anti-corruption laws (including bribery of foreign public officials), sanctions laws, anti-money laundering laws or anti-terrorist financing laws; and/or
- (g) sexual abuse or harassment or gender-based violence, namely any form of unwanted verbal, nonverbal or physical conduct of a sexual nature, whether by force or under unequal or coercive conditions.

5.3 The Supplier acknowledges FinDev Canada's commitment to employment equity and diversity in the workplace. FinDev Canada encourages the Supplier to consider the following groups who have been traditionally discriminated against in the workplace: women, indigenous peoples, people with disabilities and visible minorities. The Supplier agrees to work together with FinDev Canada to increase diversity in the workplace, and in particular, when providing FinDev Canada with Representatives.

5.4 The Supplier also agrees that the Supplier Parties:

- (a) will interact with FinDev Canada employees and third parties in a professional and respectful manner, and shall not access any external websites through FinDev Canada which could compromise, or cause reputational issues or risks for FinDev Canada;

- (b) will not use FinDev Canada'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 FinDev Canada device, system or network or interfere with any third party's enjoyment of such third-party's device, system or network, or any FinDev Canada device, system or network; and
- (c) agrees that it shall, and shall procure Supplier Parties to, comply with FinDev Canada's Third-Party Code of Conduct (as may be amended from time to time) and as available on the Export Development Canada website.

## 6. INDEMNITY AND LIMITATION OF LIABILITY

- 6.1 The Supplier shall indemnify, defend, and hold harmless FinDev Canada and its affiliates (including Export Development Canada) and each of their respective 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 (together, "**Damages**") whatsoever resulting from:
- (a) the negligent, fraudulent or willful acts or omissions of any Supplier Parties, arising in connection with this Agreement or the Schedules attached hereto;
  - (b) any and all breaches or non-fulfillment of this Agreement (including the Schedules attached hereto), including of any covenants, or any misrepresentation of any representation or warranty by any Supplier Parties;
  - (c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which FinDev Canada may be assessed or otherwise may incur under any federal, provincial, or municipal law because of a federal, provincial, or municipal governmental department or agency, authority or competent tribunal determining that the Representative is considered an employee of FinDev Canada;
  - (d) any bodily injury, death of any person, or damage to real or tangible personal property caused by such negligence, willful misconduct or more culpable acts or omissions by any Supplier Parties;
  - (e) any violation of applicable law by Supplier Parties in the performance of its obligation under this Agreement;
  - (f) any claim that the Services or Deliverables infringe the IP Rights or any other proprietary rights of any person; and
  - (g) Any and all third-party claims concerning the levies, taxes, deductions, fees or other types of taxes, deductions or withholding due in connection with the Services or the Deliverables.
- 6.2 The Supplier accepts that FinDev Canada shall not incur any liability whatsoever in connection with the performance of this Agreement, except in the event that a court of competent jurisdiction makes a final non-appealable finding of gross negligence, fraud or willful misconduct by FinDev Canada under this Agreement. Notwithstanding the foregoing, in no event shall FinDev Canada nor its affiliates (including Export Development Canada) be liable for any consequential, indirect, accidental, special, exemplary, punitive, or enhanced damages, or lost profits or revenues, arising out of, or in connection with the performance of this Agreement, regardless of whether or not such damages were foreseeable, whether or not the Company was advised of the possibility of such damages, and the legal or equitable theory upon which the claim is based. Without prejudice to any claim that the Supplier may have against FinDev Canada, the Supplier waives any claim or procedure it may bring against any employee or agent of FinDev Canada.

## 7. INTELLECTUAL PROPERTY

- 7.1 Intellectual Property Rights ("IP Rights") means all intellectual and industrial property rights of FinDev Canada 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 in the applicable Schedule "A", the Supplier agrees:



- (a) that FinDev Canada will be the exclusive owner of all IP Rights created or developed by the Supplier or any Supplier Party, whether by it alone or jointly or with the contribution or assistance of others arising out of its engagement with FinDev Canada, including without limitation all IP Rights in the Deliverables;
- (b) that it has no rights in any such IP Rights and hereby assigns to FinDev Canada all rights, title and interest that may accrue to the Supplier, or the Representative as a result of its engagement with FinDev Canada;
- (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 any Supplier Party may be maintained, changed, modified and/or adapted by FinDev Canada without the consent of any Supplier Party.

7.3 FinDev Canada acknowledges that Supplier Parties 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 Parties in performing the Services. Any rights in the Supplier Know-How are not transferred to FinDev Canada and shall remain the property of the Supplier Parties. However, to the extent that any Supplier Know-How is included in the Deliverables, Supplier Parties grant to FinDev Canada a perpetual non-exclusive right and license to use and reproduce the Supplier Know-How to the extent reasonably necessary to exercise FinDev Canada's rights in the Deliverables and shall be permitted to share the Deliverables outside of FinDev Canada at its sole discretion.

## **8. CONFIDENTIAL, CUSTOMER AND PERSONAL INFORMATION**

8.1 Both FinDev Canada and the Supplier may receive from the other party (the "**Disclosing Party**") Confidential Information.

"**Confidential Information**" shall mean, whether in writing or verbally, (i) any non-public, proprietary or confidential information relating to the Disclosing Party or its affiliates, third party suppliers, or contractors; (ii) customer information; (iii) personal information; (iv) any information about, and any discussions relating to, this Agreement, including its existence and terms and conditions; or (v) any document, electronic record, note, extract or analysis recalling or recording information which is or derives from information described under (i) to (iv). In the case of FinDev Canada, the Deliverables shall not constitute Confidential Information to which this Agreement applies.

8.2 **Restrictions.** Except as otherwise provided in this Section 8, 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 or its affiliate's employees, officers and directors, agents, auditors, consultants, advisors, and legal counsel (collectively, the "Authorized Representatives") who need to know such information for the purpose of fulfilling the terms and conditions of the Agreement, and (ii) FinDev Canada's parent corporation, Export Development Canada, it being understood that in either case, 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 Agreement; nor
- (b) use in any manner not connected with the Agreement any Confidential Information. In the case of FinDev Canada, the Deliverables shall not constitute Confidential Information to which this Agreement applies.

8.3 **Degree of Care.** 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.

**Use of Email.** The parties consent to the Recipient's non-exclusive use of e-mail for any disclosure of Confidential Information that is allowed by the terms of this Agreement and agree that unauthorized third party interception of Confidential Information so transmitted will not constitute a breach of the Recipient's obligations under this Agreement. For greater certainty, this Section is not intended to limit disclosure by any other means.

8.4 **Permitted Disclosures.** The terms of this Section 8 shall not apply to any Confidential Information which is:

- (a) disclosed by a Party or its Authorized Representative(s) 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; or
- (e) furnished by FinDev Canada to the Auditor General of Canada;

Notwithstanding the foregoing, nothing in this Agreement shall prohibit FinDev Canada'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 FinDev Canada to the Supplier under the Agreement; the total value of the contract, and a general description of the Services and Deliverables.

In addition to the foregoing, the terms of this Section 8 shall not apply to Confidential Information which is:

- (a) independently developed by the Recipient;
- (b) required to be disclosed by FinDev Canada pursuant to its Disclosure Policy, as may be amended from time to time and available on FinDev Canada's website;
- (c) 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
- (d) requested by any governmental agency or other regulatory authority (including any self-regulatory organization having have jurisdiction), including in the case of FinDev Canada, required to be disclosed pursuant to the Access to Information Act (Canada) or pursuant to Canada's or FinDev Canada's international commitments;

If any portion of the Confidential Information falls within any one of the above exceptions listed in this Subsection 8.4, the remainder of such Confidential Information will continue to be subject to the prohibitions and restrictions set forth in Subsection 8.2. Specific items and details of Confidential Information shall not be deemed to be within any of the exceptions in this Section only because such item or detail is generally referred to in more general information that falls within such exception.

- 8.5 Damages.** With respect to a breach related to Confidential Information, the Recipient shall be responsible only for direct damages caused to the Disclosing Party by any transmission or disclosure, access, loss or misuse of Confidential Information. 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 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 8.5.

The parties agree that the party which has suffered or would suffer by the breach of this Section 8 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, FinDev Canada is not waiving any rights which it may have pursuant to applicable law.



- 8.6 **Return and Destruction of Information.** 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 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.
- 8.7 The Supplier acknowledges and agrees that FinDev Canada has informed the Supplier that FinDev Canada is the custodian of personal information, all of which FinDev Canada 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 "B".
- 8.8 If the Supplier (a) does not comply with a confidentiality provision in this Agreement or any provision of Schedule "B" (as applicable); or (b) becomes aware of unauthorized or unlawful collection, access, use, alteration, loss of availability or control, 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:
- (a) immediately (no later than 24 hours) notify FinDev Canada's Enterprise Information Security & Security Operations Centre by email at EIS\_SOC@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
  - (c) 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 FinDev Canada to resolve the Incident; and
  - (d) if directed by FinDev Canada, 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 FinDev Canada 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 the applicable Schedule "A";
  - (b) no person outside the jurisdiction(s) identified in the applicable 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 the applicable Schedule "A" that is physically independent from any databases, hardware, networks or systems located outside the jurisdiction(s) identified in the applicable Schedule "A", including those of any affiliates of Supplier.

## 10. AUDIT

- 10.1 The Supplier must keep proper accounts and records of the costs 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 FinDev Canada 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 FinDev Canada, 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 FinDev Canada or its representatives may require, from time to time, to perform a complete or partial audit of this Agreement.

## 11. RELATIONSHIP AND REFERENCE

- 11.1 The parties hereto expressly acknowledge and agree that the Supplier shall render the Services hereunder as an independent contractor and that the Supplier's employees and/or agents, including the Representative, are neither employees of FinDev Canada 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 FinDev Canada 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 FinDev Canada, either actually or apparently, in any manner whatsoever, without express prior written authority from FinDev Canada to do so.
- 11.3 The Supplier and the Representative shall not make reference to FinDev Canada in any way (including in any promotional material), except by the Representative as a professional reference, without the prior written authorization of FinDev Canada.

## 12. NOTICES

- 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:

**SUPPLIER'S LEGAL NAME**

**Address, City, Postal Code**

FinDev Canada:

**Procurement**

**Export Development Canada, on behalf of FinDev 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. LEGAL ADVICE

- 13.1 During the course of the Supplier providing the Services and Deliverables to FinDev Canada, the Supplier may be exposed to legal advice provided to FinDev Canada by FinDev Canada's internal legal counsel or external legal counsel. The Supplier acknowledges and agrees that such legal advice is given for the benefit of FinDev Canada only, shall not be construed as legal advice to the Supplier, and shall be subject to:
- (a) solicitor-client privilege in favour of FinDev Canada;
  - (b) the confidentiality provisions in this Agreement and Schedule "B"; and

(c) the intellectual property provisions in this Agreement.

#### 14. SEVERABILITY

14.1 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.

#### 15. AMENDMENT AND ASSIGNMENT

15.1 This Agreement may be amended in whole or in part only by the written consent of the parties hereto.

15.2 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. Notwithstanding the foregoing, FinDev Canada may assign its rights under this Agreement to Export Development Canada upon notice to Supplier without prior consent.

#### 16. ENTIRE AGREEMENT

16.1 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.

#### 17. GOVERNING LAW AND JURISDICTION

17.1 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.

#### 18. LANGUAGE

18.1 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.*

#### 19. COUNTERPARTS

19.1 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.

#### 20. ACKNOWLEDGEMENT

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

*(Rest of page intentional left blank. Signature page follows.)*

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

**SUPPLIER'S LEGAL NAME**

Signature:

Name:

Title:

Date:

**Development Finance Institute Canada (DFIC) Inc.**

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

*(Signature Page to PSA)*

## APPENDIX 1 – SCOPE OF SERVICES

PRINCIPAL SERVICES AGREEMENT # 250613XX-IAM

This Scope of Services forms part of the Principal Services Agreement between Development Finance Institute Canada (DFIC) Inc. ("FinDev Canada") and SUPPLIER'S LEGAL NAME (the "Supplier") made as of July 1, 2025, as amended from time to time in accordance with the terms thereof (the "Agreement") and is entered into between FinDev Canada and the Supplier as of July 1, 2025.

### A1. INTERPRETATION

- A1.1 All capitalized terms used in this Scope of Services and not otherwise defined will have the meaning given to them in the Agreement.
- A1.2 This Scope of Services will be deemed to incorporate by reference the terms and conditions of the Agreement (excluding other Schedule "A") except to the extent otherwise expressly stated herein. For the purposes of this Scope of Services, all such terms and conditions incorporated by reference herein will survive until the termination or expiry of Agreement or as otherwise provided in this Agreement.

### A2. SCOPE OF SERVICES AND SPECIFICATIONS

- A2.1 The Supplier will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Scope of Services, the following Services and/or Deliverables.

Services will be identified under each applicable Schedule "A" issued by FinDev Canada to the Supplier on an as and when required basis.

- A2.2 In scope under this agreement:

#### (a) Background

FinDev Canada's Independent Accountability Mechanism (IAM) is in place to address the concerns of individuals or communities who believe actual or potential harm has arisen or may arise from a failure by FinDev Canada to follow its own policies relating to a Transaction. The IAM provides an outlet for individuals or communities to have their voices heard and provides an opportunity for an independent and impartial review of the situation, with the goal of enabling Complainants to seek redress and remedy.

This mechanism further enhances the transparency and accountability of FinDev Canada-funded projects and operations in addition to enhancing the social and environmental outcomes of such Transactions. Additional information on the IAM can be found on its website: <https://www.findevcanada.ca/en/what-guides-us/independent-accountability-mechanism>.

Specifically, the IAM has the following objectives:

- a) Facilitate the resolution of Complaints in a manner that is fair, objective, and constructive
- b) Mitigate the risks of potential negative environmental and social impacts of Transactions, and
- c) Foster public accountability and learning to enhance the environmental and social performance of FinDev Canada and reduce harm to people and the environment.

The IAM aims to enhance FinDev Canada's accountability by undertaking the following two functions:

1. **Dispute Resolution:** This function seeks to facilitate a dialogue between FinDev Canada, the Transaction-affected people and/or Client(s) with a view to agreeing on actions to mitigate harm. If the dispute resolution is successful, the IAM will monitor implementation of the agreed upon actions. The IAM may also provide advice to management and the Board of Directors resulting from its experience with dispute resolution activities.
2. **Compliance Review:** This function is designed to investigate allegations made by Complainant(s) that FinDev Canada has failed to comply with its obligations under its Policies. An investigation may also be triggered at the request of FinDev Canada 's Chief Executive Officer or the Chair of the Board based on a recommendation from the Chief IAM Officer, or where there are other reasonable grounds to do so. If the allegations are substantiated, management will propose an Action Plan to remediate these impacts, which will be approved by the Board of Directors and reviewed and monitored by the IAM. The IAM may also provide advice to management and the Board of Directors resulting from its experience with compliance review activities.

## (b) Requirements

### (i) Overview

The IAM requires the provision of Complaint Eligibility Assessment, Dispute Resolution and Compliance Review services, as further detailed below, to assist its team members in execution of those two functions. The following table list the key activities Supplier will be responsible for leading and carrying out with support from IAM staff for both Dispute Resolution and Compliance Review functions.

Complaint Eligibility Assessment	Dispute Resolution	Compliance Review
<ol style="list-style-type: none"> <li>1) Develop a clear understanding of the issues raised in the complaint which may include interviews, site visits and documentation review</li> <li>2) Discuss the dispute resolution and compliance review options, and possible outcomes with the complainant</li> <li>3) Assess the complainants willingness to engage in either option</li> <li>4) Assess the complaint against eligibility requirements</li> <li>5) Document assessment and make recommendation to the Chief IAM Officer</li> </ol>	<ol style="list-style-type: none"> <li>1) Establishing reasonable timelines agreed to by all parties</li> <li>2) Engaging in consultative dialogue</li> <li>3) Information sharing</li> <li>4) Fact-finding</li> <li>5) Executing conciliation or mediation</li> <li>6) Drafting written agreements</li> <li>7) Drafting monitoring approaches</li> <li>8) Providing advice to the IAM throughout</li> </ol>	<ol style="list-style-type: none"> <li>1) Documenting review, meetings, discussions, site visits, evidence gathering, and obtaining expert opinions, as appropriate</li> <li>2) Drafting compliance review reports which shall include:               <ol style="list-style-type: none"> <li>a) Summary of the complaint and issues raised</li> <li>b) Summary of the management response</li> <li>c) Summary and evaluation of relevant evidence</li> <li>d) Findings on issues raised in the complaint</li> <li>e) Recommendations on remedial actions, as appropriate</li> <li>f) Lessons learned and recommendations, as appropriate.</li> </ol> </li> <li>3) Obtaining feedback from complainants, clients and management as appropriate before finalizing compliance review reports.</li> <li>4) Providing feedback on management action plans, as appropriate.</li> </ol>



		5) Drafting monitoring approaches. 6) Providing advice to the IAM throughout
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**(ii) Tasks**

- 1) The Supplier will be responsible for leading and conducting one or more of the Complaint Eligibility Assessment, Dispute Resolution and Compliance Review activities as outlined above in Section 2.2 when assigned via an applicable Schedule A to this Agreement.
- 2) The Supplier shall be required to operate in accordance with FinDev Canada's IAM Policy and Procedures.
- 3) The Supplier shall be responsible for leading and carrying out the activities outlined in the table in Section 2.2 with support from FinDev Canada IAM staff.

**(iii) Deliverables**

- 1) For one or more of the Complaint Eligibility Assessment, Dispute Resolution and/or Compliance Review activities as outlined above in Section 2.2: Documentation such as memos, notes, analysis, reports, and summaries to support key activities and conclusions (i.e., relevant IAM project templates and/ or Supplier specific ones to be provided), written agreements, and monitoring approaches, management responses, findings, recommendations, lessons learned, and feedback on action plans.

**(iv) Timeline Requirements**

Timeline requirements for each Schedule "A" will be specific to the future work that is contracted for within the applicable Schedule "A".

**(v) Reporting Requirements**

In addition to the reporting deliverables included above the Supplier shall also provide regular status updates and progress reporting to management and the Board of Directors, along with feedback mechanisms involving stakeholders.

**(vi) Resourcing Requirements**

The allocated resources of the Supplier shall have a minimum of ten years of experience conducting Complaint Eligibility Assessments, Dispute Resolutions or Compliance Reviews for an IAM or grievance mechanism in capacity as subject matter experts (SMEs) in relevant fields. And a minimum of five years experience in leading Dispute Resolution or Compliance Review projects.

The resources of the Supplier shall possess most, if not all, of the following knowledge, experience and skills:

- 1) Familiarity with international development financing and Development Finance Institutions
- 2) Understanding of environmental, social, and governance risks present in development financing
- 3) Geographical experience and understanding of political, economic and social contexts in one or more regions where FinDev Canada is active (Latin America and the Caribbean, Indo-Pacific, and Sub-Saharan Africa)
- 4) Excellent writing and oral communications skills
- 5) Experience writing memos and reports for senior level or public audiences
- 6) Excellent negotiation skills
- 7) Strong ability to work with multiple stakeholders, sometimes with competing priorities
- 8) Ability to identify and solve complex operational problems
- 9) Ability to make sound, impartial and fair judgement

Experience in one or more of the following areas is also considered an asset:

- Sustainable infrastructure
- Climate and nature action
- Agribusiness, forestry and their related value chains
- Gender equality
- Sexual exploitation, abuse and sexual harassment (“SEAH”)
- Gender based violence (“GBV”)

**(vii) Licenses and Qualifications**

The allocated resources of the Supplier shall possess postgraduate university education and/or doctorate in social sciences, public policy management, planning, management and development, or a related field.

Possession of one or more of the following licenses, qualifications and certifications is considered an asset.

- 1) Certificate(s) in mediation or conflict resolution

**(viii) Security Requirements**

Advanced understanding of how to handle sensitive and confidential information.

**(ix) Language of Work**

Proficiency in English or French, both written and oral is mandatory and proficiency of languages used in FinDev Canada's active regions are considered as assets.

**(x) Travel**

Travel to regions where FinDev Canada operates is expected for future assignments that Suppliers may be engaged to support.

**(xi) Definitions**

All defined terms (capitalized) need to be provided in the following table format.

Term	Definition
Action Plan(s)	Prepared by Management in response to a Compliance Review Report. It is to include clear time-bound actions for returning FinDev Canada to compliance and achieving remedy for affected populations. It will also identify any proposed changes to FinDev Canada practices, Policies, guidance, or systems to bring it into compliance and/or avoid recurrence of similar situations.
Chief Independent Accountability Mechanism Officer	Appointed by FinDev Canada’s Board of Directors, the Chief IAM Officer leads the implementation of FinDev Canada’s IAM accountability role under the IAM Policy and Procedures and reports directly to the Board of Directors.

Client(s)	An entity that is the direct beneficiary of a Transaction, including a FinDev Canada borrower or investee.
Complainant(s)	An individual, group of individuals with a common interest, or an entity who allege that actual or potential Harm has arisen or may arise from a failure by FinDev Canada to follow its own Policies relating to a Transaction.
Complaint(s)	Issues of actual or potential Harm resulting from alleged noncompliance by FinDev Canada with its Policies and Procedures submitted to the IAM.
Compliance review	This function is designed to investigate allegations made by Complainants that FinDev Canada has failed to comply with its obligations under its Policies. An investigation may also be triggered at the request of FinDev Canada's Chief Executive Officer or the Chair of the Board based on a recommendation from the Chief IAM Officer, or where there are other reasonable grounds to do so.
Dispute resolution	This function seeks to facilitate a dialogue between FinDev Canada, the Transaction-affected people and/or Client(s) with a view to agreeing on actions to mitigate potential or actual Harm.
Transaction	Activity Financed by FinDev Canada which may include: (i) direct lending to private sector companies (including corporate and project finance); (ii) lending to various types of financial intermediaries (FIs), including banks, funds and facilities; (iii) guarantees; and (iv) minority equity stakes in companies, including FIs.

**(xii) Supporting Documents**

FinDev Canada's Independent Accountability Mechanism Policy and Procedures available at the following link:

[Independent Accountability Mechanism | Development Finance Institute Canada](#)

**A3. REPRESENTATIVE(S)**

Representatives will be assigned at the time of applicable Schedule "A" issuance, depending on the scope of the work required by FinDev Canada.

**A4. JURISDICTION FOR DATA STORAGE / BACKUP / SUPPORT SERVICES**

- A4.1 Confidential Information, Customer Information and Personal Information, as applicable, shall be stored, backed up or be made accessible to Supplier support services exclusively in the following jurisdictions:

- (a) Confidential Information: As defined in each applicable Schedule A
- (b) Customer Information: As defined in each applicable Schedule A
- (c) Personal Information: As defined in each applicable Schedule A

#### A5. SUB-PROCESSORS, IF APPLICABLE

- A5.1 Name:
- A5.2 Purpose:
- A5.3 Entity Country:

#### A6. FEES, INVOICES AND PAYMENT TERMS

- A6.1 The Fees and amounts herein are in Canadian funds unless otherwise specified. The Fees payable by FinDev Canada for the performance by Supplier of the applicable Schedule "A's" must be quoted as per the fixed daily rates identified below:

**Drafting Note:** Select either Option 1 or Option 2 when preparing for signature as appropriate. Delete non-selected option.

##### Option 1:

Year	Daily Fee (7.5 hour day)
Year 1 (July 1, 2025 to June 30, 2026)	
Year 2 (July 1, 2026 to June 30, 2027)	
Year 3 (July 1, 2027 to June 30, 2028)	
Year 4 (July 1, 2028 to June 30, 2029)	
Year 5 (July 1, 2029 to June 30, 2030)	

##### Option 2:

Year	Hourly Fee
Year 1 (July 1, 2025 to June 30, 2026)	
Year 2 (July 1, 2026 to June 30, 2027)	
Year 3 (July 1, 2027 to June 30, 2028)	
Year 4 (July 1, 2028 to June 30, 2029)	
Year 5 (July 1, 2029 to June 30, 2030)	

#### A7. GENERAL

- A7.1 Any notice, consent, authorization or other communication required or permitted to be given under this Scope of Services will be required to be provided in accordance with the Notice provision of the Agreement.

A7.2 This Scope of Services may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. To evidence the fact that it has executed this Scope of Services, 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.

**SUPPLIER'S LEGAL NAME**

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

**Development Finance Institute Canada (DFIC) Inc.**

Signature:  
Name:  
Title:  
Date:

Signature:  
Name:  
Title:  
Date:

## SCHEDULE [A-•]

This Schedule of Services (this "Schedule A-#") forms part of the Principal Services Agreement between Development Finance Institute Canada (DFIC) Inc. ("FinDev Canada") and SUPPLIER'S LEGAL NAME (the "Supplier") made as of MM/DD/YYYY, as amended from time to time in accordance with the terms thereof (the "Agreement") and is entered into between FinDev Canada and the Supplier as of MM/DD/YYYY.

### A1. INTERPRETATION

- A1.1 All capitalized terms used in this Schedule "A" and not otherwise defined will have the meaning given to them in the Agreement.
- A1.2 This Schedule "A" will be deemed to incorporate by reference the terms and conditions of the Agreement (excluding other Schedule "A") except to the extent otherwise expressly stated herein. For the purposes of this Schedule "A", all such terms and conditions incorporated by reference herein will survive until the termination or expiry of the Schedule "A" or as otherwise provided in this Schedule "A".

### A2. SCHEDULE "A" SERVICES AND SPECIFICATIONS

- A2.1 The Supplier will provide, on the terms and conditions set out in the Agreement as supplemented and modified by the terms and conditions of this Schedule "A", the following Services (the "Schedule "A" Services") and/or Deliverables ("Schedule "A" Deliverables"):
  - (a) INSERT
- A2.2 The Schedule "A" Services and Deliverables shall comply with the following Specifications and Delivery Schedule:
- A2.3 INSERT

### A3. REPRESENTATIVE(S)

- A3.1 The following individuals shall be assigned by the Supplier to perform the Services under this Schedule "A":

### A4. JURISDICTION FOR DATA STORAGE / BACKUP / SUPPORT SERVICES

- A4.1 Confidential Information, Customer Information and Personal Information, as applicable, shall be stored, backed up or be made accessible to Supplier support services exclusively in the following jurisdictions:
  - (a) Confidential Information: [-]
  - (b) Customer Information: [-]
  - (c) Personal Information: [-]



#### A5. SUB-PROCESSORS, IF APPLICABLE

A5.1

#### A6. FEES

A6.1 The fees and amounts set out herein are in **CAD Dollar funds** unless otherwise specified herein. Please refer to Section 2 of this Agreement for further terms regarding the fees.

**Total not to exceed \$**

#### A7. INVOICES

A7.1 All invoices shall reference the above purchase order number and shall be sent to:

Accounts Payable  
**Export Development Canada, on behalf of FinDev Canada**  
 150 Slater Street  
 Ottawa, Ontario K1A 1K3  
 accounts payable@edc.ca

#### A8. PAYMENT TERMS

- A8.1 The Supplier shall prepare and submit invoices monthly following the month in which the Schedule "A" Services were rendered or the Deliverables were completed or accepted, as applicable. Each invoice shall specifically reference the applicable FinDev Canada purchase order number, and include time sheets and any other documentation reasonably requested by FinDev Canada from time to time. FinDev Canada shall pay approved invoices within 30 days of receipt of such invoice. Payment shall be in **CAD Dollar funds** unless otherwise specified above.
- A8.2 Notwithstanding any provision in the Agreement, FinDev Canada shall reimburse the Supplier for all reasonable expenses and other disbursements necessarily incurred in the performance of the Services, provided that: (i) FinDev Canada has given its prior written consent for any such expenses; (ii) the expenses have been detailed on a form acceptable to FinDev Canada and submitted to FinDev Canada for review and approval in accordance with FinDev Canada's expense review and approval policies; and (iii) appropriate documentation evidencing the expenses is provided by the Supplier. All such expenses will be invoiced at reasonable actual cost which will not exceed permitted expenses for "persons on contract" in the [Special Travel Authorities](#).

#### A9. TERM

A9.1 The term of this Schedule "A" will begin on **MM/DD/YYYY** (the "Schedule "A" Effective Date") and continue until **MM/DD/YYYY** (the "Schedule "A" Termination Date"), unless terminated earlier in accordance with the Agreement. Upon the mutual agreement of the parties hereto, this Schedule "A" may be renewed for successive one-year terms.

#### A10. GENERAL

- A10.1 Any notice, consent, authorization or other communication required or permitted to be given under this Schedule "A" will be required to be provided in accordance with the Notice provision of the Agreement.
- A10.2 This Schedule "A" may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. To evidence the fact that it has executed this Schedule "A", 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.

**SUPPLIER'S LEGAL NAME**

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

**Development Finance Institute Canada (DFIC) Inc.**

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

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

## SCHEDULE "B"

### PRIVACY UNDERTAKING

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

#### 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) "Personal Information" means any information relating to an identified or identifiable natural person, the management of which is governed by Applicable Laws.

B1.2 For the purpose of this Privacy Undertaking, "handle" means to collect, access, use, alter, disclose, store, transmit, or otherwise process information.

#### B2. PURPOSE

B2.1 The purpose of this Privacy Undertaking is:

- (a) to enable DFIC 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.

#### B3. OWNERSHIP OF PERSONAL INFORMATION

B3.1 Unless DFIC 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, DFIC remaining the sole owner or controller thereof.

#### B4. HANDLING OF PERSONAL INFORMATION

B4.1 In addition to the terms in this Schedule "B", the Supplier shall maintain and treat Personal Information as confidential at all times in accordance with the Agreement. In the event of a conflict between the terms of the agreement and the terms of this Schedule "B", the terms of this Schedule "B" shall prevail.

B4.2 Supplier will handle Personal Information only as required to perform its obligations under the Agreement, as expressly required to carry out DFIC's instructions, or as required by Applicable Laws.

B4.3 The Supplier shall not sell or commercialize Personal Information.

B4.4 For greater clarity, unless DFIC otherwise specifies, the Supplier shall only:

- (a) use the Personal Information for the use for which it is collected;
- (b) Without limiting the generality of the foregoing, the Supplier shall not disclose any Personal Information pursuant to Subsection 8(2) of the Act without DFIC's prior written consent;

- (c) must make every reasonable effort to ensure the accuracy and completeness of any Personal Information collected by the Supplier; and
- (d) must protect the Personal Information by making appropriate procedural, technical and organization measures, acceptable to DFIC, against risks such as unauthorized access, processing, collection, use, disclosure, loss, discretion, alteration or disposal, including keeping the Personal Information in a secure location.

#### **B5. SUPPLIER PERSONNEL**

- B5.1 The Supplier shall limit handling of Personal Information to those of its employees and officers who have a need to know for the performance of the Supplier's obligations under the Agreement.
- B5.2 The Supplier must ensure that the Supplier's personnel required to access Personal Information are subject to enforceable duties of confidentiality in respect of the Personal Information substantially similar to the confidentiality obligations in the Agreement.
- B5.3 The Supplier shall ensure that all personnel who may have access to Personal Information have been adequately trained, given their role, on applicable privacy safeguards. Upon DFIC's request, the Supplier shall promptly provide DFIC with evidence of such training.

#### **B6. COOPERATION OBLIGATIONS**

- B6.1 The Supplier shall provide DFIC with an overview of solutions or services, as applicable, that will handle Personal Information and a summary of associated Personal Information flows, identified privacy risks, risk mitigation measures and safeguards. Thereafter, and prior to any material change in how the Supplier handles Personal Information, the Supplier shall update DFIC on any changes in the foregoing information or other information provided to DFIC. The Supplier shall meet with DFIC (or their designate) to directly discuss any of the foregoing matters, as reasonably requested by DFIC.
- B6.2 Supplier must assist DFIC in complying with DFIC's security obligations under Applicable Laws.
- B6.3 Upon DFIC's reasonable request, the Supplier shall, using reasonable efforts, cooperate in good faith with DFIC in the performance of privacy impact assessments or similar exercises determined necessary by DFIC under Applicable Laws and internal policies, including by promptly making available to the DFIC relevant information and documents.
- B6.4 Supplier shall provide, in a timely manner, all necessary and reasonable information and cooperation to DFIC, and to any regulator or authority with jurisdiction or oversight over Applicable Laws relating to privacy, in connection with:
  - (a) any claim or complaint relating to privacy; or
  - (b) any investigations, audits, inquiries or remedial actions made or required by any such regulator or authority under Applicable Laws.
- B6.5 For certainty, Supplier shall conduct its obligations under this Section at its own expense.

#### **B7. DATA LOCATION**

- B7.1 Except with the prior express written approval of DFIC, which may be withheld and subject to DFIC's sole discretion (and without any requirement to give any reason), the Supplier shall only handle Personal Information from and in the jurisdiction(s) identified in Schedule "A", and shall ensure that no person outside the jurisdiction(s) identified in Schedule "A" has access to the Personal Information.

#### **B8. PRIVACY REQUESTS**

- B8.1 If the Supplier receives any written or oral inquiry or complaint relating to Personal Information from or on behalf of an individual, including any access, annotation or correction request, or request to exercise any other right that such individual has with respect to their Personal Information under Applicable Laws (each, a "Privacy Request") Supplier shall:

- (a) promptly (and in any case within five (5) Business Days of its receipt of such request) advise the requestor to make the request to DFIC's Privacy & Information Risk team and provide the following contact information:

Privacy & Information Risk  
**Export Development Canada**  
 150 Slater Street  
 Ottawa, Ontario K1A 1K3  
 Email: P&IR@edc.ca

- (b) promptly (and in any case within five (5) Business Days of its receipt of such request) provide a copy of (or in the case of an oral request, a detailed summary of) the Privacy Request to DFIC's Privacy & Information Risk team via email at the above email address;
- (c) at Supplier's own expense, provide DFIC with any assistance that DFIC reasonably requests in responding to any Privacy Request, according to any timeline requested by DFIC, acting reasonably;
- (d) correct or annotate any Personal Information in accordance with any written direction from DFIC, acting reasonably, and send DFIC the corrected or annotated Personal Information within five (5) Business Days of making any such correction or annotation; and
- (e) if the Supplier receives any such request to correct or annotate from a person other than DFIC, advise such person to make the request to the Privacy Coordinator within five (5) days of any such request.

#### **B9. RETENTION OF PERSONAL INFORMATION**

- B9.1 Upon the expiry or termination of the Agreement, or at any time upon the written request of DFIC, the Supplier shall forthwith securely return to DFIC (or, if instructed in writing by DFIC, securely dispose of) all Personal Information held by Supplier, and shall securely dispose of all copies of such Personal Information.
- B9.2 If the Supplier is requested to return Personal Information, whether in paper or electronic form, the transfer of records must be conducted in a secure manner in accordance with the provisions under section B9 and section B4.
- B9.3 If the Supplier is requested to destroy Personal Information, whether in paper or electronic form, the Supplier must permanently destroy such records in such a manner that the reconstruction of the records is not reasonably foreseeable in the circumstances and provide, upon DFIC's request, written confirmation of such destruction.
- B9.4 Notwithstanding the above, to the extent that Supplier must retain any Personal Information to meet requirements of applicable legislation, it may retain that Personal Information, provided that:
  - (i) it notifies DFIC of such requirement, the duration and source of such requirement, and the particular Personal Information it intends to retain as a result of that requirement;
  - (ii) the Privacy Undertaking and other related requirements of the Agreement shall continue to apply to that Personal Information until it is securely returned or destroyed; and
  - (iii) Supplier shall securely return or destroy that Personal Information once the requirement of Applicable Laws to retain it has elapsed.

#### **B10. DFIC'S RIGHT TO REVIEW**

- B10.1 In addition to any other rights of inspection DFIC may have under the Agreement or pursuant to Applicable Laws, DFIC may, at any reasonable time and upon reasonable notice to the Supplier, enter the Supplier's premises to access and review:
  - (a) any Personal Information in the possession of the Supplier; or
  - (b) 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.
- B10.2 The Supplier must provide all necessary assistance to DFIC in connection with such review.

**B11. SUB-PROCESSORS**

- B11.1 Without prejudice to any subcontracting provisions in the Agreement, the Supplier shall not authorize a third party to handle Personal Information ("Sub-processor") unless the following conditions are met:
- (a) the Supplier has conducted commercially reasonable due diligence of the Sub-processor to ensure the Sub-processor's ability to comply with applicable privacy and security obligations under this Agreement, and Applicable Laws;
  - (b) the contract between the Supplier and the Sub-processor provides substantially equivalent safeguards for Personal Information and includes terms that allow DFIC to exercise its rights under this Privacy Undertaking without restriction, and
  - (c) the Supplier has provided a list of all Sub-processors and immediately advised DFIC of any additions or other changes to such list.
- B11.2 In addition to B.11.1, the Supplier must ensure that:
- (a) the conditions in B11.1(a) and (b) remain true at all times for all Sub-processors, and
  - (b) the list of Sub-processors provided to DFIC is accurate.
- B11.3 Upon DFIC's request, the Supplier shall promptly provide DFIC with evidence of such due diligence and written agreements.
- B11.4 In all cases, the Supplier is liable for the actions or inactions of its Sub-processors.

**B12. COMPLIANCE WITH APPLICABLE LAWS AND DIRECTIONS**

- B12.1 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 DFIC under this Privacy Undertaking, unless such direction contravenes an Applicable Law in which case the Supplier will inform DFIC that it cannot comply with the direction.

**B13. SURVIVAL**

- B13.1 The obligations of the Supplier under this Privacy Undertaking shall survive for as long as the Supplier retains any Personal Information.

**B14. CONFLICT**

- B14.1 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.

**SUPPLIER'S LEGAL NAME**

Signature:

Name:

Title:

Date: