

## **CATAPULT GREY BRUCE - TERMS AND CONDITIONS**

Grey Bruce Not-For-Profit Business Innovation Corporation doing business as Catapult Grey Bruce ("Catapult Grey Bruce") is a not-for-profit corporation established in 2019. Catapult Grey Bruce's mandate is to enable the business community to network, problem solve, generate ideas, innovate and grow.

1. **APPLICATION.** Applicant acknowledges that submission of an application does not guarantee acceptance for Catapult Grey Bruce services. Catapult Grey Bruce reviews applications and determines acceptance as a client of Catapult Grey Bruce ("the Client") in its sole discretion. In the event that an application is not accepted, the information submitted may be retained for reporting purposes but only used in a report on a basis that does not identify the Client or the Client's company.
2. **SERVICES.** Catapult Grey Bruce provides space for entrepreneurs to start and grow their business, networking events, mentorship, training and education in the field of entrepreneurship (the "Services") including the provision of information and advice from volunteer mentors who have experience in starting, operating and selling businesses ("Catapult Grey Bruce Mentors").
3. **EFFECTIVE DATE.** This Agreement takes effect as of the date the Client accepts these Terms and Conditions.
4. **CLIENT COOPERATION.** The Client agrees to cooperate with Catapult Grey Bruce in the performance of the Services and to provide such information and support as may be reasonably required. In particular, the Client may be required to provide to Catapult Grey Bruce, in a timely manner, information about its business including, but not limited to, financial information including funding arrangements, marketing plans, staffing, contracts, research, legal matters, and any other information reasonably required for Catapult Grey Bruce to provide the Services. Catapult Grey Bruce will request regular updates to ensure it has the most up-to-date and accurate Client information. The Client is required to complete surveys and provide feedback to Catapult Grey Bruce. The obligation to provide information shall continue for up to twelve (12) months following termination of the Services. Failure to respond to reasonable requests for information may result in the termination of Services.
5. **RESPONSIBILITY FOR DECISIONS.** All decisions and actions taken by the Client in connection with its business or otherwise that may rely on any information or opinion received from a Catapult Grey Bruce Mentor during the provision of the Services are solely the responsibility of the Client. The Client acknowledges that any information provided as part of the Service is for educational purposes only and is not intended to constitute financial or legal opinions of any kind. It is the Client's responsibility to retain legal counsel or other professional advisors where appropriate. Neither Catapult Grey Bruce nor Catapult Grey Bruce Mentors shall

be deemed to have made any representations, warranties or undertakings of any kind to the Client in relation to the Services.

6. NO DUTY OWED. Nothing in these Terms and Conditions shall be construed as precluding or limiting in any way the right of Catapult Grey Bruce to provide similar Services to any person or entity as Catapult Grey Bruce deems appropriate.

7. CONFIDENTIALITY. Catapult Grey Bruce employees, Catapult Grey Bruce Mentors and contractors of Catapult Grey Bruce are bound by obligations of confidentiality. Both Catapult Grey Bruce and the Client will keep confidential all information disclosed by one to the other that is not in the public domain provided that Catapult Grey Bruce may use certain confidential or personal information as described herein. The Client acknowledges and agrees that Catapult Grey Bruce, in providing the Services, must disclose information to Catapult Grey Bruce Mentors who provide assistance to Catapult Grey Bruce in the delivery of the Services and are legally obligated to maintain the confidentiality of this information. Accordingly, Catapult Grey Bruce may disclose detailed information about the Client and the Client's business to (a) Catapult Grey Bruce Mentors, (b) others with the verbal or written consent of the Client, (c) such funding agencies as may require the information from Catapult Grey Bruce for reporting purposes and/or d) as otherwise required by law. The sharing of information in this manner shall not constitute a breach of these Terms and Conditions.

8. USE OF AGGREGATED INFORMATION. Catapult Grey Bruce may use aggregate information gathered from Clients, that does not identify Clients, combined with third party information for commercial and non-commercial purposes including, without limitation, its reporting requirements to government and other funders, to improve its services, coordinate services with business partners and promote innovation. Aggregate reporting may include analysis by time, sector, business stage, financing type or geography.

9. PRIVACY. Information collected by Catapult Grey Bruce is collected in accordance with applicable law. Personal information provided will not be used for any purpose other than (1) to provide the Services (2) to improve Catapult Grey Bruce services (3) to create aggregate information for reporting purposes that does not identify the Client or the Client's company, or (4) to provide the Client with information about programs and services offered by Catapult Grey Bruce. Catapult Grey Bruce may disclose personal information to its employees, Catapult Grey Bruce Mentors, contractors, suppliers, agents, consultants and advisors on a "need to know" basis, provided that such individuals or organizations are required to maintain the privacy of the information. Catapult Grey Bruce may also disclose such information where required by law. For further information about the purpose for which private information will be used, please contact Catapult Grey Bruce.

10. EMAIL COMMUNICATIONS. By submitting this application, the Client consents to receive electronic communications in respect of programs and services offered by Catapult Grey Bruce,

apart from delivery of the Services. The Client may withdraw such consent at any time by contacting [info@catapultgreybruce.com](mailto:info@catapultgreybruce.com).

11. CLIENT REPRESENTATIONS AND WARRANTIES. The Client represents and warrants that (a) he/she has the right, authority and power to enter into this Agreement; (b) he/she assumes full responsibility for the accuracy of any information provided to Catapult Grey Bruce; (c) information provided by the Client does not violate any agreement or obligation between Client and any third party; and (d) any products, processes, apparatus, formula, information, data, elements of text, graphics, photos, designs, trademarks, artwork or other intellectual property furnished to Catapult Grey Bruce are owned by the Client, or that the Client has permission from the owner to use each of these elements, and will hold harmless, protect, and defend Catapult Grey Bruce from any claim or suit arising from the use of such elements furnished by Client.

12. CONFLICTS OF INTEREST. Catapult Grey Bruce and the Client will promptly disclose to each other any conflicts of interest of which either becomes aware during the provision of the Services.

13. PUBLICITY. Catapult Grey Bruce reserves the right to publicly identify the Client as a client of Catapult Grey Bruce.

14. ACKNOWLEDGEMENT OF SUPPORT. The Client may acknowledge Catapult Grey Bruce as a source of support in any publicity, where appropriate, subject to paragraph 15 herein. The Client may not include the name or business of any Catapult Grey Bruce Mentor without the prior written consent of the Catapult Grey Bruce Mentor.

15. CATAPULT GREY BRUCE TRADE-MARKS. The Client agrees that it shall not, without prior written consent of Catapult Grey Bruce, use the trademarks or logo of Catapult Grey Bruce in any advertising, publicity or otherwise.

16. TERMINATION. Either party has the right to terminate the provision of the Services, without thereby incurring any liability to the other, by notice to such effect given in writing to the other party.

17. NO LIABILITY. Neither Catapult Grey Bruce nor Catapult Grey Bruce Mentors shall have liability to the Client or its business for any loss or damage whatsoever, whether direct, indirect, special or consequential, which arises in contract, tort, by statute or otherwise.

18. INDEMNIFICATION. The Client agrees to indemnify, defend and hold Catapult Grey Bruce and the Catapult Grey Bruce Mentors, and their respective officers, directors, agents, information providers and licensors harmless from and against any and all claims, liability, losses, costs and expenses (including costs and legal fees) incurred in connection with any use of the Service.

19. DEFENCE OF CLAIMS. Catapult Grey Bruce and the Catapult Grey Bruce Mentors each reserve the right, at the Client's expense, to assume the exclusive defense and control of any claim or other matter otherwise subject to indemnification by the Client, and in such case, the Client agrees to cooperate with the defense of such claim.

20. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. The parties agree to bring any action to enforce this Agreement solely and exclusively in the courts of Ontario at the City of Owen Sound.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter.

22. SURVIVAL OF TERMS. All provisions hereof shall survive any termination of this Agreement as well as any other revisions which by their terms or sense are intended to survive any such termination.

23. MODIFICATIONS AND UPDATES. Catapult Grey Bruce may, in its sole discretion, modify or update these Terms and Conditions from time to time, upon notice to the Client. The Client's continued engagement of the Services after any such modification or update shall constitute acceptance of the new Terms and Conditions.

24. ELECTRONIC SIGNING. The Client agrees that by clicking on the box opposite the phrase "I accept the terms and conditions" on Catapult Grey Bruce's website, or by otherwise electronically signing, whether digitally or encrypted, an acceptance of these terms and conditions, the Client intends to authenticate this writing and for such authentication to have the same force and effect as a manual signature. Electronic signing means using any symbol, or process attached to or logically associated with a document and executed and adopted by a Party with the intent to sign such document.