### TERMS OF ENGAGEMENT

LAST MODIFIED: [2021-11-28]

**THESE TERMS OF ENGAGEMENT** (hereinafter this "**Agreement**") is a binding contract between you ("DAO", "you", "your") and dao dev inc. ("Provider", "we", "us") and nnnnicholas.com ("Nicholas"). This Agreement governs your access to and use of the Services (as defined below).

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE "YES" OR "APPROVE" OR "AGREE" BUTTON FOLLOWED BY THE "SIGN" BUTTON ON YOUR CRYPTOCURRENCY WALLET VIA THE SNAPSHOT.ORG PLATFORM, OR BY ACCESSING OR USING THE SERVICES (the "Effective Date"). BY CLICKING ON THE "YES" OR "APPROVE" OR "AGREE" BUTTON FOLLOWED BY THE "SIGN" BUTTON, OR BY ACCESSING OR USING THE SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE SELECT THE "NO" OR "DISAGREE" OR "DECLINE" BUTTON FOLLOWED BY THE "SIGN" BUTTON. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

#### 1. Definitions

- (a) "Services" means the services provided by Provider under this Agreement which are reflected in the DAO's order and which may include all or some of the following:
  - (i) Consult and assist DAO on implementing best practices and industry standards with respect to DAO governance;
  - (ii) Provide operations and planning support;
  - (iii) Provide software development services such as the creation of smart contracts or decentralized applications (dapps) written in Solidity, JavaScript, TypeScript, or other similar programming languages.
- (b) "DAO Data" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of DAO through the Services.
- (c) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to DAO either electronically or in hard copy form/end user documentation relating to the Services.
- (d) "**Provider IP**" means the Services, the Documentation, and all intellectual property provided to DAO in connection with the foregoing. For the avoidance of doubt, Provider IP includes any information, data, or other content derived from Provider's monitoring of DAO's access to or use of the Services, but does not include DAO Data.

(e) "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services.

## 2. Access and Use.

- (a) <u>Provision of Access</u>. Provider hereby grants to DAO such rights and licenses with respect to the Provider IP that will allow DAO to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Provider IP, without incurring any fees or costs to Provider (other than the Fees set forth herein) or any other person in respect of the Provider IP. In furtherance of the foregoing, such rights and licenses shall:
  - (i) Be irrevocable, perpetual, fully paid-up, and royalty-free;
  - (ii) include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of and the Provider IP, including all such modifications, improvements, and derivative works thereof, and
  - (iii) be freely assignable and sublicensable, in each case solely in connection with the assignment or licensing of the Provider IP or any portion, modification, or derivative work thereof, and only to the extent necessary to allow the assignee or sublicensee, as the case may be, to use and exploit the Provider IP or portion, modification, improvement, or derivative work thereof.
- (b) <u>Reservation of Rights</u>. Provider reserves all rights not expressly granted to DAO in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to DAO or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
- Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend DAO's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) DAO's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other DAO or vendor of Provider; (C) DAO is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, DAO has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to DAO is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable DAO to access the Services; or (iii) in accordance with Section 4 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to DAO and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. Provider will have no liability for any damage,

liabilities, losses (including any loss of data or profits), or any other consequences that DAO may incur as a result of a Service Suspension.

# 3. <u>DAO Responsibilities</u>.

- (a) <u>Acceptable Use Policy</u>. The Services may not be used for unlawful, fraudulent, offensive, or obscene activity. You will comply with all terms and conditions of this Agreement and all applicable laws, rules, and regulations, and all guidelines, standards, and requirements.
- (b) Account Use. You are responsible and liable for all uses of the Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.
- (c) <u>DAO Data</u>. You hereby grant to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the DAO Data and perform all acts with respect to the DAO Data as may be necessary for Provider to provide the Services to you. You will ensure that DAO Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of DAO Data.
- (d) <u>Third-Party Products</u>. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.
- 4. Fees and Payment. DAO shall pay Provider the fees as described on http://daodevinc.com/juicebox/fees ("Fees") as they become due. DAO shall make all payments hereunder in Ethereum (ETH), USDC, USDT or DAI on or before the due date, to the following wallet address 0x428f196c4D754A96642854AC5d9f29a0e6eC707E. If DAO fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of ten percent (10%) per annum; (ii) DAO shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including legal fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days or more, Provider may suspend, in accordance with Section 2(c), DAO's access to any portion or all of the Services until such amounts are paid in full.
- 5. <u>Taxes</u>. All Fees and other amounts payable by DAO under this Agreement are exclusive of taxes and similar assessments. DAO may be responsible for harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, state, territorial, or local governmental entity on any amounts payable by DAO hereunder, other than any taxes imposed on Provider's income.
- 6. <u>Confidential Information</u>. From time to time during the Term, Provider, and DAO may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in

written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five (5) years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

- 7. <u>Privacy Policy</u>. Provider complies with its privacy policy available at https://daodevinc.com/privacy ("**Privacy Policy**"), in providing the Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.
- 8. <u>Intellectual Property Ownership; Feedback.</u> As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to DAO Data. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

### 9. <u>Limited Warranty and Warranty Disclaimer</u>.

(a) Provider warrants that it provides Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

- (b) <u>DAO Warranty</u>. You warrant that you own all right, title, and interest, including all intellectual property rights, in and to DAO Data and that both the DAO Data and your use of the Services are in compliance with this Agreement, all applicable laws, rules, regulations or any guidelines, standards, or requirements.
- (c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a) THE SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

### 10. <u>Indemnification</u>.

## (a) <u>Provider Indemnification</u>.

- (i) Provider shall indemnify, defend, and hold harmless DAO from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, or fines ("Losses"), incurred by DAO resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's Canadian intellectual property rights, Canadian patents, copyrights, or trade secrets, provided that DAO promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defence and settlement of such Third-Party Claim.
- (ii) If such a Third-Party Claim is made or either party anticipates such a Third-Party Claim will be made, DAO agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for DAO to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to DAO. This Section 10(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

- (iii) This Section 10(a) will not apply to the extent that any such Third-Party Claim arises from DAO Data or Third-Party Products.
- (b) <u>DAO Indemnification</u>. DAO shall indemnify, hold harmless, and, at Provider's option, defend Provider (including Nicholas in his personal capacity) and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the DAO Data, or any use of the DAO Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; (ii) based on DAO's negligence, breach of third-party contract, or willful misconduct; (iii) or use of the Services in a manner not authorized by this Agreement; *provided that* DAO may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further *provided that* Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.
- LIMITATIONS OF LIABILITY. IN NO EVENT WILL PROVIDER BE LIABLE 11. UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (e) COST OF REPLACEMENT GOODS OR SERVICES; OR (f) VIOLATION OF ANY LAWS BY DAO, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED AN AMOUNT EQUAL TO FIVE THOUSAND CANADIAN DOLLARS (CAD \$5000).

#### 12. Prior Services.

- (a) Prior to the date of this Agreement, Nicholas (the ultimate beneficial owner of the Provider), provided services to DAO similar to the Services ("**Prior Services**").
- (b) DAO forever releases and discharges Nicholas, in his personal capacity, from any liability which may have arisen with respect to the Prior Services. Additionally, DAO covenants that any and all actions, claims or lawsuits against Nicholas with respect to the Prior Services will be initiated against Provider and not Nicholas personally (the "Excluded Claims")
- (c) Provider agrees that it will be liable to DAO for all Excluded Claims.

#### 13. <u>Term and Termination</u>.

- (a) <u>Term</u>. The term of this Agreement begins on the date Provider notifies DAO it can access the Services and continues until terminated (the "**Term**"). Services that are specified to automatically renew will renew unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current services period.
- (b) <u>Termination</u>. In addition to any other express termination right set forth in this Agreement:
  - (i) either party may terminate this Agreement, for any reason upon fifteen (15) days' advance notice.
  - (ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach; or
  - (iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; (D) violates applicable laws, rules, or regulations; or (E) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) <u>Effect of Expiration or Termination</u>. No termination of this Agreement will affect DAO's obligation to pay all Fees that may have become due before such expiration or termination, or entitle DAO to any refund.
- (d) <u>Survival</u>. This Section 13(d), Section 4 (Fees), Section 10 (Indemnification), Section 11 (Limitation of Liability), Section 19 (Several Obligations), and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration. This Section 13(d), Section 4 (Fees), Section 10 (Indemnification), Section 11 (Limitation of Liability), Section 19 (Several Obligations), and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 14. <u>Modifications.</u> You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You will be notified of modifications through notifications or posts on Discord, Discourse, Telegram, Twitter, Github, or via direct email communication from us. You are responsible for reviewing and

becoming familiar with any such modifications. Your continued use of the Services after the effective date of the modifications will be deemed acceptance of the modified terms. Such modifications shall automatically be integrated in this Agreement and form an integral part hereto, with the necessary changes having been made, and subject to the same terms and conditions set forth herein. Provider will provide at least thirty (30) days advance notice of changes to any service level that Provider reasonably anticipates may result in a material reduction in quality or services.

- 15. <u>Governing Law</u>. This Agreement, all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein.
- 16. <u>Dispute Resolution</u>; <u>Arbitration</u>. Any dispute arising hereunder shall be resolved through confidential binding arbitration conducted in the City of Montreal, Province of Quebec, in accordance with and pursuant to the provisions of the *Code of Civil Procedure* (Quebec). There shall be a single arbitrator mutually selected by the parties (or if the parties cannot agree, then mutually selected by arbitrators appointed by each of the parties). The determination of the arbitrator shall be final and binding on the parties, and judgment on the award rendered may be entered in any court having jurisdiction. The provisions enumerated in this Section do not hinder the right of either party to seek injunctive relief in order to limit immediate, serious and irreparable injury.
- Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements (including for certainty any prior agreement between Nicholas and DAO), representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address and must be delivered either in person, by certified or registered mail or email, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.
- 18. <u>Severability</u>. Each Section of this Agreement is a separate and distinct covenant and is severable from all other separate and distinct covenants. If any covenant or provision herein contained is determined to be void or unenforceable in whole or in part, it shall be deemed severed from this Agreement and such determination shall not impair or affect the validity or enforceability of any other covenant or provision contained in this Agreement. The remaining provisions of this Agreement shall be valid, enforceable and remain in full force and effect and shall continue to bind the parties.

- 19. <u>Several Obligations</u>. All obligations of Provider and Nicholas are several and not joint, and in no event shall a party have any liability or obligation with respect to the acts or omissions of any other party to this Agreement.
- 20. Relationship of the parties. This Agreement is made with the express understanding that Provider is an independent contractor. This Agreement is a contractual relationship, and nothing contained herein shall be construed or applied to create the relationship of employer and employee or principal and agent or master and servant between Provider and DAO or any of the Provider's employees or other personnel. Neither the Provider, nor any of their employees or other personnel are authorized to act or appear to act as agents or representatives of the DAO, whether in performing the Services or otherwise. This Agreement shall not establish a joint venture, agency or partnership between the Provider and the DAO and nothing in this Agreement shall be construed or interpreted to create a partnership or joint venture between the Provider and the DAO. Any provisions of this Agreement which may appear to give the DAO the right to direct the Provider as to details of performing any Services, or to exercise a measure of control over the Provider's performance of the Services, shall be interpreted to mean that the DAO will follow the instructions of the Provider with respect to the results of the Services achieved only and not in the means whereby the Services are to be accomplished. The Provider shall have complete and authoritative control as to the details of performing the Services. All Services contemplated hereunder, however, shall meet the approval of the DAO and shall be subject to the general right of inspection. In the event that a court of competent jurisdiction determines that the relationship of the parties hereto constitutes a joint venture, agency or partnership, then Section 4 (Fees), Section 10 (Indemnification), Section 11 (Limitation of Liability), and any right, obligation, or required performance of the parties in this Agreement shall survive and become express terms in their joint venture, agency, or partnership agreement.
- 21. <u>Language</u>. The parties hereto confirm that it is their wish that this Agreement and any other document contemplated herein be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que la présente convention et les autres documents connexes soient rédigés en anglais seulement.*