

# TFO Terms and Conditions

## Service contract

1. The Supplier is free to accept work other than that covered by this Agreement, provided that such work does not conflict with the services it is required to provide to TFO under this Agreement. If the Supplier's other activities conflict with those to be performed for TFO and prevent it from performing the services to be provided hereunder, the Supplier agrees to give priority to the services to be provided to TFO over all its other activities, failing which TFO may terminate this Agreement without notice.
2. All materials, products, works and services of any kind provided by the supplier under this agreement, as well as all copyright and all other related rights, title and interests, shall become the exclusive property of TFO, which shall also have the exclusive right to publish, use, reproduce, represent, show, adapt, broadcast, display, translate, distribute and authorize any or all of the above-mentioned operations for any purpose whatsoever, in any form, worldwide and in perpetuity. The Supplier hereby expressly waives any moral rights it may have with respect to such materials, products, works and services provided by the Supplier pursuant to this Agreement.
3. The Supplier hereby warrants that the materials, products, works and services provided under this Agreement are the result of its own efforts, unless it explicitly notifies TFO to the contrary in writing prior to the execution of this Agreement. The Supplier also warrants that the materials, products, works or services do not infringe or violate any trade name, trademark, copyright, right to written works, musical, artistic, theatrical or other work of any individual, organization or legal person, or the privacy rights of any person or any other right, and that they do not contain any obscene, scandalous, defamatory or otherwise unlawful material.
4. The Supplier is committed to ensuring that no employee of TFO participates directly or indirectly in or receives any monetary or other benefit from the services provided by the Supplier under this Agreement. In the event of a breach of this provision, TFO may, at its sole discretion, terminate this agreement without notice and shall not be liable to the Supplier in any way thereafter.

5. TFO may terminate this agreement at any time. In this case, TFO's maximum obligation to the Supplier is limited to the amounts already paid or due on the date of termination of this Agreement in respect of the services provided to TFO and acceptable to TFO. The termination of this Agreement shall in no way affect the rights held by TFO pursuant to paragraph 2 above.
6. The Supplier releases TFO from any liability for loss, damage, claim, expense, reasonable costs, including legal fees that TFO may incur as a result of any action or proceeding resulting from the breach of any warranty or representation made by the supplier in this agreement. This commitment shall continue to be in effect after the termination or expiration of this Agreement.
7. If the Supplier wishes to be reimbursed for travel or other expenses necessary to fulfill its obligations under this Agreement, it must, before incurring such expenses, obtain TFO's approval and report on them in accordance with TFO's policies and procedures on travel and other expenses. TFO will reimburse the Supplier for approved expenses which were reported by the Supplier in accordance with TFO's policies and procedures.
8. If the services rendered by the Supplier can be intended for television production, the Supplier will conduct its activities in accordance with the requirements of the collective agreements governing the activities of the Supplier's artists or employees participating in the project for which the Supplier is providing its services.
9. This Agreement and, where applicable, the Appendices attached hereto, constitute the entire agreement between the parties and no other agreement, oral or written, exists between the parties other than as expressly provided herein. Changes or amendments to this Agreement or any ancillary agreement shall have legal effect only if the parties agree to them in writing.
10. Any waiver by either party of any right or interest under this Agreement shall not constitute a waiver of any other right or interest or any subsequent waiver.
11. The Supplier may not assign this Agreement or the services described herein without the prior written consent of TFO.
12. Any notice required or authorized to be given under this Agreement may be given in person or by registered mail to the address set out herein or to any other address notified in writing by the affected party to the other party in accordance with these provisions. Such notices shall be deemed to have been given upon receipt.

13. If the Supplier becomes bankrupt, assigns its assets to its creditors, fails to comply with the terms herein or is otherwise unable to perform its obligations under this Agreement, TFO may terminate this Agreement immediately upon the occurrence of any of these events by notifying the Supplier in writing of its intention. Termination shall in no way affect TFO's rights under this Agreement.
14. It is understood and agreed that TFO assumes no responsibility for any death or injury suffered by the Supplier, its employees, agents or subcontractors during the term of this agreement or for any loss, damage or destruction of equipment that may occur during this period.
15. Nothing in this Agreement shall be deemed to constitute a partnership or employment relationship between the Supplier and TFO and neither party shall make, permit or tolerate any representation to the contrary.
16. The interpretation of this Agreement shall be governed by the laws of the Province of Ontario, and any dispute between the parties shall be adjudicated in an appropriate court of Ontario, unless otherwise agreed by the parties.
17. This Agreement is for the benefit of the parties named herein and also of their respective heirs, executors, administrators, successors and claimants. Where this Agreement applies to more than one supplier, whether a female party or a company, the Agreement shall be deemed to include the necessary amendments, and all obligations and warranties shall be joint and several.
18. The Supplier undertakes not to disclose or use, directly or indirectly, at any time during or after the term of this Agreement, any secret or confidential information relating to TFO's procedures, methods, formulas, devices, technical characteristics, equipment, customers (including their identity and requirements), discoveries, inventions, patents (including claims and rights with respect thereto), contracts, finance, personnel (their roles and skills), research, reports, projects, policies and intentions, including any matter the disclosure of which may affect TFO. The Supplier may, however, disclose the information necessary to perform its obligations under this Agreement.

19. The Supplier certifies, as the case may be, the following facts:
- a. if the Supplier is an individual, the Supplier is self-employed and TFO is not required to make deductions under the provisions of the Income Tax Act, the Canada Pension Plan Act, the Unemployment Insurance Act or any other applicable legislation on payments made to the Supplier under this agreement;
  - b. if the Supplier is a company, the Supplier makes all deductions required by the Income Tax Act, the Canada Pension Plan Act, the Unemployment Insurance Act or any other applicable law, on amounts paid to any person whose services are provided under this Agreement, and TFO does not have to withhold from amounts paid to the Supplier in this regard.
  - c. Notwithstanding the foregoing, TFO may, where applicable, make certain deductions from amounts payable to the Supplier for the following purposes: income tax, unemployment insurance, Canada Pension Plan, union dues or any other purpose provided for by law or by applicable collective agreements.
  - d. When required by the Canadian Income Tax Act, TFO withholds the necessary amounts from payments made or credited to a non-resident.
20. The Supplier undertakes not to use TFO's emblems, logos or commercial currencies without TFO's prior written consent.