



## CS GLOBAL GROUP GENERAL TERMS & CONDITIONS

These General Terms and Conditions shall apply to all services proposed or provided by CS Global Group, which are delivered entirely or partially to the Client.

Should there be any discrepancy between these General Terms & Conditions and explicitly written and agreed upon commercial contracts or correspondence, including by email or other written correspondence, those terms shall prevail over this document.

### 1. DEFINITIONS

In these General Terms and Conditions, the following definitions are applicable:

“Client” means the organization, person or company who has engaged the services of CS Global Group.

“Confidential Information” means any information related to the Engagement disclosed by the Client to CS Global Group and by CS Global Group to the Client, respectively, either directly or indirectly. Confidential Information may include, by way of example but without limitation, documents, products, specifications, equipment, formulas, employee interviews, records, quality monitoring schemes/programs, training materials, business strategies, customer lists, know-how, drawings, pricing information, inventions, ideas, correspondence, and other information, or its potential use, that is owned by or in possession of the Client and CS Global Group, respectively.

“CS Global Group” means C.S. Global Group, a business registered in Ontario, Canada, located at 170 Howland Ave., Toronto, Ontario, Canada, M5R 3B6.

“Contract” means the contract between the Client and CS Global Group which defines the scope of the Engagement and the services to be rendered by CS Global Group, as well as the fee schedule for said services.

“Engagement” means any agreement, in whatever form, inclusive of any related correspondence agreeing to variations in price and scope in writing, between CS Global Group and the Client pursuant to which CS Global Group agrees to render services to the Client in exchange for a fee.

“Force Majeure” means any cause beyond the reasonable control of the affected party, including, but not limited to war, riots, acts of the public enemy, fires, strikes, labour disputes, accidents, or any act in consequence of compliance with any order of any government or governmental authority.

“Project” means the services to be provided by CS Global Group to the Client as specified in the Engagement.

“Subcontractor” means either an affiliate or subsidiary of CS Global Group, or an independent contractor, respectively, which is qualified to perform the applicable services as contemplated by the Engagement and the Contract, and has been contracted by CS Global Group accordingly, as evidenced by an agreement in writing.

## 2. GENERAL

2.1 These General Terms and Conditions govern the provision of all services from or on behalf of CS Global Group to the Client and apply to all legal relationships between CS Global Group and the Client.

2.2 Neither CS Global Group’s commencement of performance nor CS Global Group’s delivery of services shall be deemed or constituted as acceptance of any of the Client’s terms and conditions unless explicitly agreed upon in the Contract. Any communication or conduct of the Client which confirms an agreement for the provision of services by CS Global Group, as well as acceptance by the Client of any provision of services from CS Global Group, shall constitute an unqualified acceptance by the Client of these General Terms and Conditions.

2.3 By contracting on the basis of these General Terms and Conditions, the Client agrees to the applicability thereof in respect of future agreements between itself and CS Global Group, even if this is not expressly stated.

## 3. PERFORMANCE OF THE PROJECT

3.1 CS Global Group shall determine the manner in which and the person by whom the Engagement will be carried out, taking into account, as far as is feasible, the reasonable requests expressed by the Client.

3.2 CS Global Group shall complete the Project with reasonable skill, care, and diligence in accordance with the Contract.

3.3 The Client hereby accepts that the time and cost allocated for the performance of an Engagement may be subject to change in case of amendment to the Engagement and/or the services provided.

3.4 In case of any change of circumstances under which the Engagement is to be performed which cannot be attributed to CS Global Group, CS Global Group may make any such amendments to the Engagement as it deems necessary to adhere to the agreed quality standard and specifications. Any costs arising from or related to this change of circumstances will be fully borne by the Client, subject to written confirmation and agreement.

3.5 CS Global Group may, at its discretion and, where possible, in consultation with the Client, replace the person or persons charged with performing the Engagement, if and in so

far as CS Global Group believes that such replacement would benefit the performance of the Engagement.

3.6 CS Global Group shall provide the Client with progress reports upon request.

3.7 The Client has the right to notify CS Global Group that it wishes to modify its requirements in relation to the Project. Such modifications shall not enter into effect until the parties have agreed on the consequences thereof such as to the Contract fee and the completion date of the Project.

#### 4. SUBCONTRACTORS

CS Global Group shall be free to involve Subcontractors, availing of specific expertise, in the performance of the Project, provided that CS Global Group shall have these third parties enter into confidentiality obligations similar to the confidentiality obligations applicable to CS Global Group.

#### 5. CLIENT'S OBLIGATION

5.1 The Client shall at all times duly make available to CS Global Group all information and documents that CS Global Group deems necessary to be able to carry out the Engagement correctly, in the specified form, manner, in a reasonable timely manner. Also, the Client shall provide all cooperation required for the proper and timely performance of the Engagement.

5.2 The Client guarantees that CS Global Group's employees and subcontractors can at all times work under safe conditions, in accordance with the relevant health and safety regulations and environmental rules and shall indemnify and hold harmless CS Global Group against all loss, expense or damage arising from or relating to this guarantee by the Client.

5.3 The Client shall duly inform CS Global Group of any facts and circumstances that may be relevant in connection with the execution of the Engagement.

#### 6. FEES AND EXPENSES

6.1 The Client shall pay to CS Global Group fees at the rate, or fixed fee, specified in the Contract.

6.2 CS Global Group shall be entitled to be reimbursed by the Client for all travelling and lodging expenses reasonably and properly incurred by it in the performance of its duties hereunder subject to production of such evidence thereof as the Client may reasonably require, subject to written confirmation and agreement.

6.3 Unless otherwise stated in the Contract, payment will be made as a 50% down payment to initiate work with the remaining amount paid in monthly installments in accordance with the terms set out in the Contract.

6.4 Any applicable tax shall be shown separately on all invoices. Any tax, fees, or other expenses incurred within the Client's jurisdiction shall be the Client's responsibility.

6.5 Any extra costs arising from or related to any delays in the completion of the Engagement stemming from the failure of the Client to duly make available to CS Global Group the requested information and documentation, shall be fully borne by the Client.

6.6 In case of arrears, should any payment be owed to CS Global Group beyond fourteen (14) days of any invoice due date, CS Global Group reserves the right to suspend all work on the Engagement until payment is received.

## 7. INTELLECTUAL PROPERTY

All results generated by CS Global Group in the Project, including reports, other documents and materials, shall become the property of the Client.

## 8. CONFIDENTIALITY

8.1 A comprehensive set of Non-Disclosure Conditions are detailed here: <https://www.csglobal.group/resources/> and shall be considered to form a part of these General Terms & Conditions.

Our Privacy Policy is detailed here: <https://www.csglobal.group/resources/> and shall be considered to form a part of these General Terms & Conditions.

## 9. WARRANTIES, LIABILITY AND INDEMNIFICATION

9.1 CS Global Group, nor any person put forward by CS Global Group to perform the Project, shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by the Client, its employees or third parties, resulting from the use of the Project results by the Client, except to the extent that the same can be shown to be due to gross negligence or wilful misconduct on the part of CS Global Group or its employees. The Client shall indemnify CS Global Group accordingly.

9.2 The Client shall not be responsible for any loss, destruction or damage of whatsoever nature (including injury or death) incurred by CS Global Group, its employees or third parties, related to the performance by CS Global Group of the Project, except to the extent that the same can be shown to be due to gross negligence or wilful misconduct on the part of the Client or its employees. CS Global Group shall indemnify the Client accordingly.

9.3 Should a party be deemed liable to the other party, by way of indemnity or by reason of breach of contract or otherwise, CS Global Group's liability shall in aggregate not exceed the amount paid by the Client for the Project. In any event, neither party shall be liable to the other party for any consequential, indirect, special, incidental or exemplary damages of any nature whatsoever that may be suffered by the other party.

9.4 CS Global Group is neither a law firm nor consulting engineer service, or any type of professionally certified consulting service, does not provide legal or engineering services, and does not maintain professional licensing or designation related to legal, regulatory, government, engineering, or any other sector where such a license or designation may be required. As such, any material created or revised by CS Global Group must be first reviewed and then submitted by such a licensed or designated person or firm. CS Global Group does not accept any liability or responsibility for the use of material generated for any of the above purposes.

9.5 CS Global Group shall not be liable for the public disclosure, or loss or corruption of data stored on the Client's elected means of data storage, or any third-party service nominated or administered by the Client.

## 10. TERM AND TERMINATION

10.1 The parties hereby acknowledge that the time schedule set out for the performance of the Engagement may change during the course of said performance. In no event shall CS Global Group be liable for any delay in providing these services.

10.2 Either party may terminate the Contract by notice in writing in the event the other party:

- (i) is in default with respect to any material term or condition to be undertaken by it in accordance with the Engagement and / or the provisions of the Contract, and such default continues unremedied for a period of thirty (30) days after written notice thereof by the aggrieved party to the defaulting party
- (ii) is affected by a Force Majeure which cannot be removed, overcome or abated within three (3) months
- (iii) shall make any assignment for the benefit of creditors or shall file any petition in connection thereto, shall file a voluntary petition in bankruptcy, be adjudicated bankrupt or insolvent, if any receiver is appointed for its business or property, or if any trustee in bankruptcy or insolvency shall be appointed for that party (and is not dismissed within sixty (60) days after appointment).

10.3 If the Client issues a termination notice, the Client shall be obliged to pay CS Global Group a compensation equal to the agreed fees apportioned to the services already rendered by CS Global Group, plus any additional costs incurred by CS Global Group as a result of said early termination.

## 11. INDEPENDANCY

CS Global Group shall perform the Contract as an independent contractor and shall not be the servant or agent of the Client.

## 12. NOTICES

Any notice given under or pursuant to the Contract shall be given in writing and shall be sent by email for immediate discussion, followed by formal, hard-copy correspondence sent by registered mail to the other party at their address mentioned in the Contract, or to such other address as a party may by notice to the other have substituted therefore. CS Global Group's mailing address for notices is as follows:

C.S. Global Group  
170 Howland Ave.  
Toronto, Ontario  
M5R 3B6 CANADA

## 13. OBSERVANCE OF LEGAL REQUIREMENTS

13.1 CS Global Group shall carry out their obligations under the Contract in a manner that conforms to relevant legal requirements.

13.2 Without prejudice to the generality of Article 13.1, in carrying out their obligations under the Contract, CS Global Group shall comply with relevant requirements contained in or having effect under current legislation relating to health, safety and welfare at work.

## 14. GOVERNING LAW AND JURISDICTION

14.1 All disputes which cannot be settled amicably shall be referred to the applicable courts in Ontario, Canada, and the parties consent to the jurisdiction of the courts there.

14.2 The Contract is governed by and interpreted in accordance with the laws of Ontario, Canada.

## 15. FORCE MAJEURE

Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with a Force Majeure event. Upon the occurrence of any Force Majeure event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the Force Majeure event and how it will affect its performance.