

Agreement for the Pilot Participation of Integrating Psychological Health and Safety into the Workplace Course

“The Agreement”

PLEASE READ CAREFULLY BEFORE BUYING TRAINING COURSES OR ACCESSING OR DOWNLOADING ANY MATERIALS FROM OPENING MINDS

This Agreement is between you (“You” or “Your”) and Opening Minds, having its principal place of business located at 350 Albert Street, Suite 1210 Ottawa ON K1R 1A4 (“OM”) for Your purchase of Psychological Health and Safety Fundamentals Course and access to the Materials (“Integrating Psychological Health and Safety into the Workplace Course(s)” and “Integrating Psychological Health and Safety into the Workplace Material(s)” respectively).

By signing this Agreement, you are acknowledging and agreeing to be bound to the terms of this Agreement.

1. The Integrating Psychological Health and Safety into the Workplace Course and Integrating Psychological Health and Safety into the Workplace Materials

The Integrating Psychological Health and Safety into the Workplace Course is a live virtual two (2) day course. You will be participating in a pilot delivery of the Integrating Psychological Health and Safety into the Workplace Course and You will be asked to complete surveys pre and post Integrating Psychological Health and Safety into the Workplace Course attendance.

The Integrating Psychological Health and Safety into the Workplace Course is focused on helping workers feel valued and safe by preventing mental harm and by supporting the mental well-being of all workers, managers, and leaders -including those living with mental health and/or substance use problems or disorders. It requires intention, planning, action, and commitment. These are our goals for You:

- Learn about the importance of psychological health and safety in the workplace and how it benefits the organization and its leaders, managers, and workers; and
- Learn about the tools that are available to help organizations implement psychological health and safety policies and programs that are relevant to the organization and demonstrate evidence of achieving national and international standards of psychological health and safety in the workplace.

2. The License

The purchase of the Integrating Psychological Health and Safety into the Workplace Course and Fundamental Materials includes the granting of a nonexclusive, non-transferable personal license to You for one (1) year from the effective date of this Agreement is executed by you to download and use the Integrating Psychological Health and Safety into the Workplace Materials for the purposes of completing the Integrating Psychological Health and Safety into the Workplace Courses only.

3. Your Undertakings

You undertake:

- not to copy the Integrating Psychological Health and Safety into the Workplace Course or Fundamental Materials except where such copying is incidental or necessary for the purposes of completing the relevant Integrating Psychological Health and Safety into the Workplace Course;

- not to rent, lease, assign, sub-license, loan, translate, merge, adapt, vary or modify Integrating Psychological Health and Safety into the Workplace or Integrating Psychological Health and Safety into the Workplace Materials;
- not to alter, or modify, the whole or any part of the Integrating Psychological Health and Safety into the Workplace Course or Integrating Psychological Health and Safety into the Workplace Materials, nor permit the Integrating Psychological Health and Safety into the Workplace Materials or any part of them to be combined with, or become incorporated into, any other materials;
- to include the copyright notice of OM on all entire and partial copies you may make for personal use of the Integrating Psychological Health and Safety into the Workplace Materials on any medium;
- not to provide or otherwise make available the Integrating Psychological Health and Safety into the Workplace Courses or Integrating Psychological Health and Safety into the Workplace Materials in whole or in part, in any form to any person without prior written consent from the OM;
- You may not transfer, assign, charge or otherwise dispose of this License, or any of your rights or obligations arising under it, without our prior written consent.

4. Terms of Payment

Course cost: \$695 plus applicable taxes per person

Terms of payment: 30 days within receipt of the invoice to follow after the Integrating Psychological Health and Safety into the Workplace Course

5. Intellectual Property Rights

You acknowledge that all intellectual property rights in the Integrating Psychological Health and Safety into the Workplace Courses and Integrating Psychological Health and Safety into the Workplace Materials anywhere in the world belong to the OM, that rights in the Integrating Psychological Health and Safety into the Workplace Materials and the Integrating Psychological Health and Safety into the Workplace Courses and Integrating Psychological Health and Safety into the Workplace Materials are licensed (not sold) to You, and that You have no rights in, or to, the Integrating Psychological Health and Safety into the Workplace Materials and Integrating Psychological Health and Safety into the Workplace Courses other than the right to use them in accordance with the terms of the license set out in section 2 of this Agreement.

6. Indemnity and Limitation of Liability for OM

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS OM, ITS AFFILIATES, SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY LOSS, LIABILITY, DAMAGE, AWARD, SETTLEMENT, JUDGMENT, FEE, COST AND EXPENSE (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) ARISING OUT OF OR RELATING TO ANY BREACH BY YOU, THIS AGREEMENT.

IN NO EVENT SHALL OM OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS SHAREHOLDERS, PARTNERS, AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS BE LIABLE FOR ANY GENERAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) IN CONNECTION WITH ANY CLAIM, LOSS,

DAMAGE, ACTION, SUIT OR OTHER PROCEEDING ARISING UNDER OR OUT OF THE COURSE INCLUDING WITHOUT LIMITATION YOUR USE OF, RELIANCE UPON, ACCESS TO, OR EXPLOITATION OF THE FUNDAMENTAL COURSES OR FUNDAMENTAL MATERIALS OR ANY PART THEREOF, OR ANY RIGHTS GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. IN ANY EVENT, OM'S TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CAUSE OF ACTION WHATSOEVER SHALL BE LIMITED TO THE AMOUNT OF FEES RECEIVED BY OM FROM YOU PURSUANT TO THIS AGREEMENT.

7. Termination

The OM may terminate this Agreement immediately by written notice to you if You commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so. Upon termination for any reason (including the expiry of the license set out in this Agreement):

- all license rights granted to you under this Agreement shall cease;
- You must cease all activities authorized by the license set out in this Agreement;
- You must immediately pay to the OM any sums due to the OM under this Agreement; and
- You must immediately delete or remove the Integrating Psychological Health and Safety into the Workplace Courses or Integrating Psychological Health and Safety into the Workplace Materials from all computer equipment in your possession, and immediately destroy or return to the OM (at the OM's option) all copies of the Integrating Psychological Health and Safety into the Workplace Courses or Integrating Psychological Health and Safety into the Workplace Materials then in your possession, custody or control and, in the case of destruction, certify to the OM that you have done so.

8. MISCELLANEOUS

8.1 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, undertakings, negotiations, and discussions, whether oral or written, of the parties in respect thereto. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing and consented to by the parties. Headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to be full or accurate descriptions of the contents of the paragraphs. In this Agreement, words importing the singular number include the plural and vice versa; words importing the masculine gender include the feminine and neutral gender. This Agreement has been negotiated by you and OM and shall be fairly interpreted in accordance with its terms and without reference to any rules of construction relating to which party drafted this Agreement.

8.2 No failure by either party to strictly enforce the terms of this Agreement will be construed as a waiver of the future performance of that term or condition.

8.3 Articles 2, 3, 4, 5, 6, 7, and 8 shall survive any termination or expiry of this Agreement.

8.4 fees payable hereunder are in Canadian funds and do not include any applicable taxes. For the avoidance of doubt, you are responsible for the payment of all applicable taxes.

8.5 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein without giving effect to any principles of conflicts of

laws, and notwithstanding your domicile, residence or physical location. Each party hereto irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario, Canada over all disputes arising in connection with the subject matter of, existence, or creation of this Agreement.

8.6 Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party, not to be unreasonably withheld. However, without Client's consent, OM may assign all or part of its benefits, rights or obligations under this Agreement to a related entity, provided it, as assignee, agrees to be bound by this Agreement and assumes the obligations assigned under this Agreement pursuant to this section on and after the effective date of such assignment.

8.7 This Agreement has been drawn up in the English language at the request of all Parties. Cete convention a été rédigé en anglais à la demande de toutes les Parties.

8.8 No partnership or joint venture is intended to be created by this Agreement.

8.9 The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be distinct and severable.

8.10 Each of the parties acknowledges that they: (i) have been advised by the other party to seek independent legal advice; (ii) have sought such independent legal advice or deliberately decided not to do so; (iii) understand their rights and obligations under this Agreement; and (iv) are executing this Agreement voluntarily.

8.11 This Agreement may be executed in any number of counterparts, and may be delivered originally, by facsimile, or by other electronic transmission and each such original, facsimile copy, or electronically transmitted copy, when so executed and delivered, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

This Agreement is signed and made effective this ____ day of _____,

Participant's Signature: _____

Print name of Individual: _____

Opening Minds Representative: _____

Print name of Individual: _____