



INhouse Video Production Service Agreement

1 Video Per Month

INhouse Technologies Inc.
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Kelowna, BC V1Y 2E4

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1 INTRODUCTION

This proposal is provided to the Client (defined in section 7.2) for the consulting, development, and delivery services related to the creation of videos for the Client. This proposal was prepared by INhouse Technologies Inc., (herein referred to as "ITI"). ITI is engaged in the business of training, consulting, and producing video for sales, marketing, customer service, and training purposes. Once this proposal is signed by both parties, it will become a binding agreement of the parties, enforceable in accordance with its terms (the "Agreement").

2 VIDEO PRODUCTION SERVICE OVERVIEW

The video production service is an ongoing monthly service to co-produce live action videos quickly and easily. During the service the Client organization will co-produce videos with ITI. Do so with no big budgets, no long timelines, no additional work added to the Clients' plate, and all the support to get it done right.

3 VIDEO PRODUCTION SERVICES OUTLINE

This section of the proposal outlines the entire scope of the video production service:

3.1 One (1) video per month package

- ITI will deliver a total of one (1) professionally produced video:
 - Client will record their own video (remote assistance provided by ITI)
 - Client will provide raw video footage for ITI to edit
 - Approximately two (2) minute in length
 - Maximum length of each video is 2.5 minutes
- Video editing performed by ITI:
 - Basic key word text, or product screen shoots (provided by client), or graphics (provided by client), or b-roll footage (provided by client), insertion to support video content (English language only)
 - Maximum of eight (8) graphical or text elements or other video clips inserted into each 2 min video
 - Background music added
 - Branded pre and post roll
 - Appropriate call to action
 - Transcription of video (English language only)
 - One (1) round of editing adjustments included with each video
 - Video editing services roll-over to a maximum of ninety (90) days if unclaimed
- Video and transcription delivery timelines
 - Finished videos will be delivered five (5) business days after the day that the raw video file has been received by ITI. Video will need to meet ITI standards to be edited.
 - If an editing adjustment is needed after delivery of finished video to client, 5 additional business days are required for re-editing after instructions have been received from Client.
 - Delivery of final video files via electronic file transfer. Quality will be dependent on the original source file.

3.2 Initial Setup & Ongoing Support

- One (1) Thirty (30) Minute Orientation video conference call
 - Review and implement rapid video content creation workflow
 - Define schedule and gear list requirements
- One (1) Sixty (60) Minute Video Editorial Planning and Scripting video conference call
 - Review video editorial plan template
 - Assist in scripting a video topic based on scripting template
- One (1) Sixty (60) Minute Shooting & Directing video conference call
 - Guide subject matter expert in setting up the camera
 - Best practices on delivering authentic video content
- Customer branding setup (one time)
 - Produce an animated logo pre roll
 - Produce an animated logo post roll
 - Define call to action to be used at the end of the videos
 - Create a click to play (video thumbnail) image that the client can use/edit
- Ongoing Video Production Support via:
 - Email: success@inhousevideo.com
 - Telephone support: 9:00AM PST – 4:00PM PST
 - Access to step by step “how to” material

4 ROLES & RESPONSIBILITIES

4.1 ITI

ITI will provide to the Client the following:

- **Resources with skills adequate to complete the tasks required;**
- **Provide all necessary documentation to support service and success of client;**
- **ITI will provide all services outlined in Section 3;**
- **Edit and deliver finished video(s);**
- **Deliver a transcript of each video;**
- **Post-production: will provide one (1) round of editing revisions,**
- **ITI does NOT supply any production gear.**

4.2 The Client

The Client is responsible for the following:

- **Will work with ITI to schedule all times needed;**
- **Will record all raw video clips;**
- **Purchasing/providing any video production gear;**
- **Using the ITI video production workflow;**
- **Providing raw video footage in a timely manner;**
- **All technical implementation of the video into Client website or social media.**

5 Monthly Fees

5.1 ITI Monthly Service Fees

Following is a three (3) month contract for the services outlined in this document. After the three (3) month period, services fees continue on a month-to-month basis. All funds are quoted in **US DOLLARS**

Service	Description	Monthly Fee
1 Video Per Month	Video Production Services	\$750.00

Monthly Billing: Valid credit card required. Once first payment has been processed, an orientation call will be booked to initiate services. Automatic re-occurring billing will continue once per month from the original first payment date.

Services will commence once both parties have signed and delivered this proposal accepting the terms and conditions, and the first payment has been received by ITI.

In the event ITI determines that the amounts outlined in this section of the proposal may be exceeded based on changes made by the Client, ITI shall notify the Client. ITI shall not undertake any additional work beyond that covered by this proposal until such time as the parties have agreed for such additional work in writing signed by both parties, including the fees of such additional work.

In the event a delay occurs that is outside the reasonable control of ITI or Client, the parties agree to adjust the original deadlines based on mutually agreed upon dates, time and expenses. If an excessive delay of the project occurs due out of either party's reasonable control, the parties agree to assess and address the impact on the contract value at that time.

6 TERMS & CONDITIONS

The Terms and Conditions attached hereto as Exhibit A are incorporated by reference herein and are made a part of this Agreement.

7 SIGN - OFF

7.1 Next Steps

Each party will authorize final revision of this proposal by initialling each page, signing in the Proposal Accepted and Acknowledged section 7.2, scanning the document digitally, and emailing to peter@inhousevideo.com for ITI and for Client.

By signing below, the Client agrees to commence this project based on this proposal and agrees to pay ITI all invoiced amounts plus any additional charges as may be agreed to by the parties in respect to the services performed by ITI.

7.2 Acceptance and Acknowledgement

By initialling each page of the agreement and signing below each signatory confirms both the acceptance of this agreement and that they are authorized to sign on behalf of their respective companies.

Client		Company	INhouse Technologies Inc.
Title		Title	CEO
Date		Date	
Name		Name	Peter Matejcek
Signature		Signature	

Exhibit A Terms and Conditions

1. General

The monthly billing set forth in Section 5.1 of the Agreement for the services herein will be invoiced upon both parties signing the Agreement. ITI requires a credit card for monthly building for services set forth in Section 5.1. Unless otherwise specifically provided for in the Agreement, Client shall not be obligated to pay any fees or expenses relating to the Services described in this Agreement other than the Fees set forth in Section 5.1 of the Agreement. The Client can only claim monthly services set forth in Section 5.1 in the month that they are billed. The Client cannot claim services that were previously left unclaimed.

This project includes only the items listed in this Agreement. Any additional work (Change Requests) will be evaluated and assessed as to the impact on the proposal estimate. Changes must be approved in writing by the Client and ITI before the work is performed.

Client will be held responsible for security as it relates to any component of Client's information technology infrastructure. Client waives ITI, in perpetuity, of any security responsibility unless that of the result of negligence.

ITI reserves the right to use the Clients' completed work for ITI's own sales and marketing purposes with permission of Client.

2. Nondisclosure of Information

During this Agreement, both parties will have access to and become acquainted with various trade secrets and confidential information of the other party in its business (the "Confidential Information"). The Confidential Information includes, but is not limited to, the Intellectual Property, customer lists, pricing policies, market analysis, market projections, consulting and sales methods and techniques, expansion plans, programs, program decks, routines, subroutines, translators, compilers, assembler, object and source codes, artwork, functional specifications, bills of materials, listings, updates thereto, any matters affecting or relating to the business of the parties, including without limiting the generality of the foregoing, the names of any of its customers, the prices it obtains or has obtained or at which it sells or has sold its products or services or at which it buys or has bought materials, components, supplies, information concerning the products and any future and proposed products or any of its associates, the facts that those products are planned, under consideration, or in production, as well as any descriptions of the features of those products or information or any other information of, about or concerning the business of either party, its relations with its employees, skill levels, and its manner of operation, its inventions, technology, its plans, processes, database, or other data of any kind, nature or description, and all material documentation, together with all information, data and know-how, technical or otherwise, included therein. Confidential Information does not include information (i) that the receiving party lawfully knew without restriction on disclosure before the disclosing party disclosed it to the receiving party, (ii) that is or becomes publicly known through no wrongdoing of the receiving party, (iii) that the receiving party developed independently without use of the disclosing party's Confidential Information, as evidenced by appropriate documentation, (iv) that is hereafter lawfully furnished to the receiving party by a third party without restriction on disclosure, or (v) that is required to be disclosed pursuant to a requirement of a government agency or law, provided the receiving party gives prompt notice to the disclosing party of such requirement prior to disclosure.

Both parties specifically agree and covenant that it will not at any time, either during the term of this Agreement or after termination or expiration of the Agreement, in any fashion, form or manner, either directly or indirectly, divulge disclose or communicate to any person, firm or third party in any manner whatsoever, any Confidential Information of any kind, nature or description relating to the other party without the written consent of the disclosing party, other than to such receiving party's employees and agents who have a need to know such

Confidential Information to carry out the terms of the Agreement, and who are bound by a confidentiality agreement no less stringent than the provisions contained in this Section 2.

The parties hereto stipulate that as between them, the same are important, material and confidential, are trade secrets, and gravely affect the effective and successful conduct of the business of the other party, and its goodwill, and that any breach of the terms of this Section is a material breach hereof.

The parties acknowledge and agree that the sale or unauthorized use or disclosure of any of the Confidential Information constitutes unfair competition, a violation of trade secret laws and a material breach of this Agreement.

3. Intellectual Property and Content

All Services (defined below), including but not limited to intellectual property is and shall remain the exclusive and sole property of the ITI. Additionally, all intellectual property and Confidential Information provided by ITI hereunder shall be the sole and exclusive property of the ITI. The intellectual property and Confidential Information provided ITI and the Services together shall be referred to herein as "ITI Intellectual Property". For purposes of this Agreement, "Services" shall include, without limitation, creations, works, work in progress, deliverables, products, improvements, developments, drawings, notes, documents, information and materials made, conceived or developed by ITI alone or with others that result from or relate to the services performed hereunder.

"Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of the work, and any similar right, existing under the law of any country in the world or under any treaty. Client hereby irrevocably transfers and assigns to ITI any and all Moral Rights that it may have in any of the Services. Client also hereby forever waives and agrees never to assert against ITI, its successors or licensees, any and all Moral Rights ITI may have in any Services, even after termination of this Agreement.

Client will not have rights to any work product conceived or reduced to practice by ITI that was developed entirely on ITI's own time without using equipment, supplies, facilities or trade secrets or Client's Confidential Information, unless such work product relates to Client's business or results from any work performed by ITI for Client.

The Client shall have the right to use the video(s) under this agreement, as it sees fit. The Client may alter the video, add to it, or combine it with any other work or works, at its sole discretion. The Client owns all rights to the digital video clips.

The parties' obligations and covenants herein contained in this Section 3 shall, where appropriate, continue in effect after the termination of this Agreement.

ITI does not claim any ownership rights in clients Content that is required to complete the Services. By uploading any Content on, through or in connection with the Services, Client hereby grant to ITI a worldwide, royalty-free, fully paid-up, non-exclusive, sublicensable and transferable license to Client Content in order to perform such acts with respect to Client Content solely as are reasonable or necessary to provide the Services.

Client also represents and warrants that Client is solely responsible and liable for: (i) obtaining all necessary consents, permissions, licenses and waivers from copyright owners, artist(s), actors, directors, performers, writers, producers, or any other individuals who appear in the Content or the results and proceeds of whose services are utilized in the Content which Client provides.

Client acknowledges and agrees that the technical processing and transmission of the Services, including Client's Content, may involve (i) transmissions over various networks; and/or (ii) changes to conform and adapt to technical requirements of connecting networks or devices. Client further acknowledges and agrees that use of or connection to the Internet provides the opportunity for unauthorized Persons to circumvent such precautions and illegally gain access to the Services, the System or Client's Content. ACCORDINGLY, WE CANNOT AND DO NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY CONTENT, DATA OR INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

4. Services Fees and Payment

Client agrees to pay any and all prices and fees due, as applicable, for use of the services. Client shall be responsible for all sales, use, value added, or other taxes or duties, as applicable, with respect to the Fees or otherwise arising out of or in connection with these Terms and Conditions. Except as otherwise specified in these Terms and Conditions, (i) Fees paid are non-refundable, (ii) Quantities or services purchased cannot be decreased during the relevant subscription term (iii) Payments are ongoing until termination date of service (Sec. 5 Termination)

Upon engagement of ITI services, Client authorizes ITI to charge the fees at the then applicable rates to Client's valid credit card. Client initial monthly billing cycle will commence on the day Client enters into a contract with ITI, and continue for the duration of the Term of Services.

Payment will be made only with a valid credit card. Payments are processed by ITI's third party billing and payment processing provider. By approving the purchase of the product or service, Client authorizes ITI to charge the designated payment method for the fees. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, Client remains responsible for any uncollected amounts and authorize ITI to continue billing the credit card, as it may be updated.

The Client's payment information, along with potentially other personal information about Client, will be shared with the Billing Provider for the purposes of processing Client payments. Client hereby consents ITI to disclosure of Client information (including, but not limited to, Personal Information) to the Billing Provider for the foregoing purposes. Client further acknowledges and agrees that the Billing Provider may also collect from Client information about Client and the collection and use of such information will be subject to the terms of any terms of policies put in place by such Billing Provider, which may be made available to Client during the payment information registration process. Client acknowledges and agrees that ITI shall have no liability to Client in connection with the use and disclosure of Client personal information when collected by the billing provider. Client payment information on file must be kept current and valid.

Unpaid fees shall be subject to a late fee equal to one and one half percent (1.5%) of the unpaid balance per month. ITI may, without notice, suspend or terminate access to the services if Client is more than ten (10) days delinquent in paying any portion of the ITI Fees.

ITI reserves the right to adjust pricing for the Service or any components thereof in any manner and at any time as ITI may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms and Conditions, any price changes to Client Services will take effect

5. Termination

The Client reserves the right to terminate the services, in progress or in substantial completion after the initial three (3) month onboarding period. If the client chooses to continue the services outline, the client reserves the right to terminate, or downgrade, the services by providing ITI thirty (30) days written notice.

Client may within thirty (30) days of a price change notice terminate Client contract with ITI in writing. In the event of such termination, any fees payable for use of the services up to the date of termination will be paid at the prices applicable prior to the price change.

ITI reserves the right to terminate the services at any time, regardless of degree of completion, by providing the Client thirty (30) days written notice. Upon termination of this Agreement prior to delivery of the Video and payment therefor for any reason ITI shall cease all activities associated with all work in progress associated with the Agreement.

The parties shall immediately return to the other party: (i) all materials received from the other party, including all Confidential Information; and (ii) all other information, data and material in any way, directly or indirectly, belonging to the other party and relating to this Agreement.

Termination of this Agreement will not relieve either party from any obligation or liability that has accrued hereunder to the date thereof, or from the performance of its obligations hereunder to the date thereof.

6. Disclaimers and Limitation of Liability

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ITI DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, ITI HEREBY DISCLAIMS (FOR ITSELF AND ITS SUPPLIERS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

EXCEPT FOR DEATH, BODILY INJURY OR FRAUD, OR TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, IN NO EVENT SHALL ITI BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL (INCLUDING ANY ERROR OR DAMAGE ATTRIBUTABLE TO ANY NETWORK OR SYSTEM), (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DIRECT DAMAGES IN EXCESS OF \$50.00 IN THE AGGREGATE, EVEN IF ITI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

7. Representations and Warranties

The Client represents and warrants to ITI, and acknowledges that ITI is relying on such representations and warranties in entering into this Agreement, that:

All information relating to the Client and its products provided to ITI by The Client is true and correct;

The Client is a duly qualified and existing corporation under the laws of its jurisdiction of incorporation with the right and authority to enter into and be bound by this Agreement and fulfill its obligations to ITI on the terms and conditions set forth herein;

The Client has obtained all required approvals required in connection with the entering into and the performance of this Agreement or required in connection with its activities hereunder,

All works and materials provided by the Client for use by ITI pursuant to this Agreement do not infringe upon or violate any third party intellectual property rights. The Client shall be solely responsible for ensuring that any materials provided by it for use by ITI pursuant to this Agreement satisfy this requirement and the Client agrees to hold ITI harmless from all liability or loss, including debt or expense for attorneys' fees to which ITI is exposed on account of the Client's failure to perform this duty in relating to third-party intellectual property rights.

The Client will not enter into any agreement or do or fail to do any act which may interfere with the fulfillment of its obligations hereunder; and

This Agreement constitutes a legal, valid and binding agreement enforceable against the Client in accordance with its terms.

ITI represents and warrants to the Client, and acknowledges that the Client is relying on such representations and warranties in entering into this Agreement, that:

All information provided to the Client by ITI is true and correct;

ITI is a duly qualified and existing corporation under the laws of its jurisdiction of incorporation with the right and authority to enter into and be bound by this Agreement and fulfill its obligations to the Client on the terms and conditions set forth herein;

ITI has obtained all required approvals required in connection with the entering into and the performance of this Agreement or required in connection with its activities hereunder,

ITI represents and warrants to the Client that it has the time and skills to perform its responsibilities as more particularly described in this Agreement;

Works and materials comprising the project are and will be original works of authorship including script and the Clients own marketing and digital collateral;

All individuals undertaking the project are qualified to and will perform the project work in a proper and workmanlike manner in accordance with industry standards, with due care, skill and competence;

ITI will not enter into any agreement or do or fail to do any act which may interfere with the fulfillment of its obligations hereunder; and

This Agreement constitutes a legal, valid and binding agreement enforceable against ITI in accordance with its terms.

9. Indemnification

The Client agrees to indemnify and hold ITI and its employees, directors, officers, agents and affiliates harmless from and against third party claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs of suit to the extent arising out of:

The breach of any terms of this Agreement, or the performance or non-performance of its duties hereunder, by the Client or any of its employees;

Any representation or warranty made by the Client being untrue;

The making by the Client or any of its employees, contractors or agents of any unauthorized representations, warranties or guarantees with respect to ITI; and

The negligence or misconduct of the Client or any of its employees, contractors or agents.

ITI agrees to indemnify and hold the Client and its employees, directors, officers, agents and affiliates harmless from and against third party claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs of suit to the extent arising out of:

The breach of any terms of this Agreement, or the performance or non-performance of its duties hereunder, by ITI or any of its employees;

Any representation or warranty made by ITI being untrue;

The making by ITI or any of its employees, contractors or agents of any unauthorized representations, warranties or guarantees with respect to the Client or the Work; and

The negligence or misconduct of ITI or any of its employees, contractors or agents.

10. **Non-Solicitation**

During the term of this Agreement and for a period of one year after termination, ITI and the Client shall not directly or indirectly, employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed by the other party. This prohibition shall not apply to any general solicitation posted or published on any Web site, newspaper, newsletter or other publication.

11. **US Foreign Corrupt Practices Act Compliance**

ITI warrants and represents to the Client that neither ITI nor any of its officers, directors, employees, agents or other representatives has performed or will perform any of the following acts in connection with this Agreement, any sale made or to be made hereunder, any compensation paid or to be paid hereunder, or any other transactions involving the business interests of the Client: pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office for the purpose of (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such governmental agency or instrumentality or such public international organization or such political party, (ii) inducing such person to use his influence with such governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof or (iii) securing any improper advantage.

12. **Entire Agreement, Amendment**

This Agreement contains the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior and contemporaneous Agreements, representations and understandings of the parties. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring to this Agreement and signed by both parties.

13. Irreparable Harm

The parties acknowledge and agree that a breach of any of the covenants of this Agreement by the other party or its agents cannot be adequately compensated for by monetary award, and may cause irreparable harm to the other party. Accordingly, the parties agree that in addition to all of the remedies available at law, the parties will be entitled, as a matter of right to apply for equitable relief (including without limitation, injunctive relief) to ensure the other party's compliance with the provisions of this Agreement.

14. Attorneys Fees

If action is brought to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party shall be entitled to reasonable attorneys' fees.

15. Headings

The section headings are for convenience only and are not part of this Agreement.

16. Invalid Provision

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

17. Independent Contractor Status

ITI is an independent contractor. Nothing contained in this Agreement shall make ITI a joint venturer or partner of the Client or an employee. ITI shall not have or claim any right arising from employee status.

18. Assignment

Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. The rights and obligations of the parties hereunder shall inure to the benefit of and shall be binding upon the successors and permitted assigns.

19. Notices

Any notices to be given hereunder shall be in writing and shall be given either by personal delivery, by certified or registered mail with postage prepaid, or by electronic transmission, including facsimile. Mailed notices shall be sent to the parties at their addresses as set forth at the beginning of this Agreement (which address may be amended from time to time by providing notice to the other party hereunder). Notices delivered personally shall be deemed effective as of the time of receipt; mailed notices shall be deemed effective as of five business days after mailing.

20. Waiver of Breach

The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of such provision or to affect either the validity of this Agreement or any part hereof or the rights of any party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

21. **Governing Law**

This Agreement and its application and interpretation will be governed exclusively by the laws prevailing in the Province of British Columbia, Canada without regard to the conflicts of laws provisions, which will be deemed to be the proper law hereof.