



These Terms apply to the entitlements awarded through purchase of the HSEI Partnership Program. Under no circumstance do these Terms replace or void the HSE International General Terms and Conditions.

The Client will be deemed to have accepted these Terms when the Client purchases the relevant partnership package via the HSE International website.

## 1 Definitions

In these Terms:

**"Claim"** means, in relation to any person, a damage, loss, cost, expense or liability incurred by the person or a claim, demand, action, proceeding or judgement made against the person, however arising, whether in contract, tort (including but not limited to negligence), equity, product liability, under any warranty or indemnity, by operation of statute or otherwise, and whether present or future, fixed or unascertained and actual or contingent

**"Client"** means the client to which HSE International will provide the Services as set out in the Package

**"HSE International"** means HSE International Group Limited 776593527RC0001

**"Confidential Information"** means any information obtained by one party concerning the other party or its business activities and that:

- 1.1 by its nature is confidential
- 1.2 is designated by the disclosing party as confidential, or
- 1.3 the recipient knows or ought to know is confidential, and
- 1.4 includes details of the Package, including the Fee, but excludes information that:
  - 1.4.1 is publicly available, except as a result of a breach of these Terms, or
  - 1.4.2 was disclosed to the recipient by a third party who was not under a duty of confidentiality in relation to that disclosure

**"Consequential Loss"** includes loss of profit, loss of revenue, loss of production, loss of or loss of use of any plant or facility, business interruption, loss of business opportunity or business contract (in each case whether direct or indirect) or any indirect, consequential, special, contingent or penal damage or loss

**"Fee"** means the fee(s) payable by the Client to HSE International for the benefits and entitlements as set out in the Package

**"Force Majeure Event"** includes earthquake, flood, landslide, fire, explosion, war, invasion, pandemics, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, martial law or confiscation by order or any government or other authority, change in law, strikes, lockouts, labour difficulties, rationing or unavailability of essential equipment, labour or supplies and disruption or unavailability of utilities and services which are beyond a party's control

**"GST Act"** means Corporate Tax Act 2000 (Alberta) as amended, superseded or replaced from time to time

**"Insolvency Event"** means any of the following:

- 1.5 the threatened or actual appointment of a voluntary administrator, liquidator, provisional liquidator, receiver, receiver and manager, controller, trustee in bankruptcy, administrator or other person of similar office, including any application to a court for such an appointment
- 1.6 entry into or proposing an arrangement or compromise for the benefit of creditors
- 1.7 the levy or enforcement of a writ of execution, order or judgment
- 1.8 becoming unable to pay debts as and when they fall due for payment
- 1.9 the taking of possession or control of any asset by a person under an encumbrance, or
- 1.10 failing to satisfy or to apply to have set aside a statutory demand, a bankruptcy notice or other similar form of statutory notice within the time specified in the demand or notice

**"Intellectual Property"** means all intellectual property rights including, without limitation:

- 1.11 patents, copyright, registered designs, rights in circuit layouts, trademarks, inventions, secret processes, discoveries and improvement and modifications of any kind
- 1.12 the right to have Confidential Information kept confidential, and
- 1.13 any application or right to apply for registration of any of the rights defined in this clause

**"Law"** includes all legislation, statutes, enactments, regulations, standards, by-laws, treaties, ordinances, equity and other such unwritten laws applicable to any act, omission, conduct, matter or thing for any reason

**"Parties"** means HSE International and the Client

**"Program"** means the partnership membership program to which these Terms are attached which sets out the entitlements and the Fee



"Services" means the services to be provided by HSE International as set out in the Package as varied in accordance with these Terms

HSE advice. Clients are responsible for making their own enquiries. Onsite HSE support is available at an additional cost

## 2 Program

- 2.1 The Program commences from the date of purchase and subsequent acceptance of these terms and when HSE International is in receipt of payment from the Client.
- 2.2 These Terms form a legally binding membership agreement exclusively between the Client and HSE International and governs the Client's entitlements as detailed in section 3
- 2.3 By purchasing of the Package, the Client agrees to be bound and abide by these Terms detailed herein
- 2.4 The Program cannot be extended beyond the 12-month period. If the Client wishes to extend the membership, then a new Program must be purchased at the end of the Program membership period
- 2.5 Clients agree to purchase a Program that reflects the size of their organisation as per the size guide detailed on the HSE International website
- 2.6 HSE International have the right to refuse any application at their own discretion
- 2.7 HSE International have the right to refuse a Package application if they deem the Package is not appropriate for the size of the business or organisation.

## 3 Program Entitlements

- 3.1 Each Program constitutes a membership agreement for the period of 12 months from the date of purchase
- 3.2 Complimentary tickets are only valid for 12 months from the Program purchase date and are subject to the event organizers availability
- 3.3 Program discounts may vary according to the entitlements of the purchased Package and are only valid for 12 months from the purchase date
- 3.4 Clients must give a minimum 24-48 hours' notice for HSE Support call bookings so HSE International can coordinate the appointment with a consultant. Support calls will be logged in 15-minute blocks
- 3.5 HSE Support calls provide Clients with information and general guidance only and are not considered legal advice or comprehensive

## 4 Fee

- 4.1 The Client will pay the Program Fee in full at the time of purchase
- 4.2 In the event of non-payment of the Fee in accordance with these Terms, the Client voids the purchase of the Package and all associated entitlements therein
- 4.3 The Program Fee is non-refundable unless HSE International deem a refund of fees as appropriate or in the event that HSE International refuse a Program application

## 5 Indemnity

- 5.1 The Client is liable for and will indemnify HSE International in respect of any Claim which HSE International may suffer or incur arising out of:
  - 5.1.1 a breach of these Terms by the Client
  - 5.1.2 an act or omission of the Client, and
  - 5.1.3 a breach of the Law by the Client
- 5.2 Notwithstanding any other provision of these Terms, to the maximum extent permitted by Law:
  - 5.2.1 neither party will be liable to the other party for or in connection with any Claim for Consequential Loss
  - 5.2.2 HSE International is not liable for any Claim which relates directly or indirectly to:
    - a. HSE International following accepted guidelines in accordance with the Law when supplying Services to the Client
    - b. a change in Law (which was applicable during the period in which HSE International provided the Services) or technological advance if such change in Law or technological advance occurred after the completion of the Services by HSE International, or
    - c. the failure of the Client to comply with any applicable Laws or recommendations provided by HSE International or any other negligent or wrongful act or omission of the Client



- 5.2.3** HSE International's liability in respect of defective Services is limited to the re-supply of the defective Services to the Client or refund of the Fee as set out in clause 6.1 below, and
- 5.2.4** subject to clauses 5.2.1, 5.2.2 and 5.2.3, the maximum cumulative liability of HSE International to the Client in respect of, in connection with and in relation to any and all Claims arising out of or in connection with these Terms or the Services is an amount equal to one hundred percent (100%) of the Fee payable by the Client to HSE International under the Package

## 6 Defective Services

In the event that the Client determines (acting reasonably) that the Services or any part of the Services do not comply with description of the Services set out in these Terms or are defective, HSE International (in its absolute discretion) will either re-supply the defective Services at no cost to the Client or refund the Fee (or a portion of the Fee) which relates to defective Services.

## 7 Termination

- 7.1** HSE International may terminate these Terms at any time and for any reason by giving 30 days written notice to the Client
- 7.2** If either party breaches these Terms ("Defaulting Party") and the breach can be remedied, the other party ("Non-Defaulting Party") may give the Defaulting Party no less than 30 days written notice to remedy that breach. If the breach is not remedied within the period stipulated in the notice, the Non-Defaulting Party may give the Defaulting Party a further written notice immediately terminating these Terms
- 7.3** Either party may terminate these Terms by written notice to the other party immediately upon any of the following events:
- if the other party commits a serious breach of these Terms which cannot be remedied
  - if the other party ceases to do business as a going concern
  - if an Insolvency Event occurs in relation to the other party, or
  - if the other party commits a serious criminal offence

- 7.4** If these Terms are terminated pursuant to clauses 7.1, 7.2 or 7.3:
- 7.4.1** HSE International will not be liable to the Client for any Claims by the Client relating to the termination of these Terms by HSE International, including any payment for losses or expenses incurred by the Client
- 7.4.2** in the event that entitlements have not been claimed by the Client as at the date of termination of these Terms, the Client acknowledges and agrees that all unclaimed entitlements are voided

## 8 Intellectual Property

- 8.1** Agreeing to these Terms entitles HSE International to publish the Clients' name, logo and website URL on the HSE International website
- 8.2** These Terms are subject to the intellectual property rights detailed within the HSE Internationals terms of use policy which is available on the HSE International website

## 9 Confidentiality

- 9.1** Each party owns all of its Confidential Information
- 9.2** During these Terms and after termination of these Terms, each party can use or disclose the other party's Confidential Information only:
- to perform the Services or obtain the benefit of the Services
  - to professional advisors on a confidential basis for the purpose of obtaining advice
  - if the disclosing party has consented in writing, or
  - if required by Law
- 9.3** Upon the earlier of:
- the termination or Terms, or expiry of these
  - a demand from the disclosing party, the recipient of Confidential Information must:
    - at the disclosing party's discretion, deliver to the disclosing party or destroy all Confidential Information in the recipient's possession or under its control, and
    - delete all Confidential Information held electronically in any medium



in the recipient's possession or under its control

## 10 Dispute Resolution

- 10.1** Any dispute or agreement in relation to or in connection with these Terms or the Services in any matter ("Dispute") is to be resolved in accordance with the procedure provided in clause 10
- 10.2** In the event of a Dispute, the party seeking to have it resolved must issue to the other Parties a notice setting out all details relevant to the Dispute ("a Dispute Notice")
- 10.3** Within fourteen (14) days of receipt of a Dispute Notice, the senior management of the Parties to the Dispute respectively must meet in Edmonton, Alberta (or such other place agreed by the Parties) to negotiate resolution of the Dispute unless the Parties agree to hold such discussions by teleconference or via other electronic means. The Parties agree that those negotiations must be conducted in good faith
- 10.4** In the event that the Dispute is not resolved in accordance with clause 10.3, either party will be entitled to take the matter to litigation in the courts of Alberta
- 10.5** Nothing contained in clause 10 will prevent a party from seeking urgent interlocutory relief

## 11 Insurance

- 11.1** The Client must at all relevant times effect and maintain, at its own cost, with reputable insurers and on terms consistent with prudent risk management

## 12 Force Majeure

- 12.1** A party will not be liable for its inability to perform its obligations under these Terms as a result of a Force Majeure Event. If a Force Majeure Event occurs, the party suffering it will notify the other party of the occurrence and expected duration of that event. The party suffering the Force Majeure Event must use all reasonable endeavours to prevent the force majeure occurrence
- 12.2** If a Force Majeure Event renders performance of these Terms impossible for a continuous period of at least thirty (30) days, either party may, by notice to the other, terminate these Terms

## 13 Anti-Bribery

Each Party will:

- 13.1** at all times comply with all applicable Laws and codes relating to anti-bribery and improper payments including but not limited to the Competition Act 1985 (Canada), the Criminal Code Act 1995 (Cth) (Australia), the Foreign Corrupt Practices Act 1977 (United States), and the Bribery Act 2010 (United Kingdom) ("Relevant Requirements")
- 13.2** have and maintain in place throughout the term of this engagement its own policies and procedures, including adequate procedures under the Relevant Requirements ("Policies and Procedures"), to ensure compliance with the Relevant Requirements, and will enforce them where appropriate, and
- 13.3** endeavour to procure the observance and performance of the Relevant Requirements by all persons performing services or providing goods in connection with this engagement on behalf of it or under its supervision or control in accordance with its Policies and Procedures

## 14 General

### 14.1 Severability

Every provision of these Terms will be deemed severable as far as possible from the other provisions of these Terms. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from these Terms. These Terms, with the offending provision severed and omitted and with any consequential amendment if necessary, will otherwise remain in full force

### 14.2 Entire Agreement

**14.2.1** These Terms and the Package information detailed on the HSE International website contain the entire agreement between the Parties in respect of the subject matter of these Terms and the Package

**14.2.2** These Terms supersede any prior agreement or understanding (if any) between the Parties in relation to the subject matter of these Terms or the Package

### 14.3 Amendments

Any amendment to these Terms must be made in writing execute by the Parties



**14.4 Assignment**

HSE International may assign its interest under these Terms at any time. The Client can only assign its interest under these Terms with the prior written consent of HSE International, which must not be unreasonably withheld

**14.5 Relationship of Parties**

The Parties are independent contractors. The Parties are not principal and agent, partners, trustee and beneficiary or employer and employee

**14.6 Governing Law**

These Terms will be construed according to the laws of Alberta and the Parties submit themselves to the non-exclusive jurisdiction of the courts of Alberta and any competent appellate courts.

**15 Partnerships**

**15.1** The Parties who are referred to as "partners" within these Terms or on HSE International's websites are not partners of HSE International in any legal sense, and instead through the

purchase of the Program have an annual membership subscription that awards the Client with certain entitlements to HSE International's products and services

**15.2** Neither the use of the term "partners" nor the actions of any party, nor any statements regarding "partners" or a "partnership" within these Terms or on HSE International's websites, in its marketing materials or other documentation, or made in any communications between any parties shall be interpreted as creating an actual or implied partnership, joint venture, agency or other relationship

**16 Communication**

**16.1** Clients agree to will be automatically subscribed to HSE International's quarterly electronic Safety newsletter and can unsubscribe at any time by clicking on the unsubscribe button

**16.2** Clients also agree to allow HSE International to email details of upcoming special events.