OMB No. 1124-0004; Expires October 31, 2026

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Capitol Counsel, LLC	6328

3. Name of Foreign Principal

Government of Ontario (Canada) - Ministry of Intergovernmental Affairs - Cabinet Office

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, and the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 08/01/2026

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Representation before the United States government and business stakeholders to promote the interests of the Government of Ontario (Canada), Ministry of Intergovernmental Affairs - Cabinet Office.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Representation before the United States government and business stakeholders to promote the interests of the Government of Ontario (Canada), Ministry of Intergovernmental Affairs - Cabinet Office.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act.[1]

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Representation before the United States government and business stakeholders to promote the interests of the Government of Ontario (Canada), Ministry of Intergovernmental Affairs - Cabinet Office.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, including political activities, for this foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] to the date of registration for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] to the date of registration for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☐ N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature
08/06/2026	John D. Raffaelli	Sign	/s/John D. Raffaelli
		Sign	
		Sign	
		Sign	

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
August 6, 2026	John D. Raffaelli	John D. Raffaelli

Agreement

Between

His Majesty the King in right of Ontario

as represented by the Ministry of Intergovernmental Affairs - Cabinet Office

and

Capitol Counsel

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for Consulting Services

Effective Date: August 1, 2026

Agreement No.: CO25-048

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Agreement

This Agreement (the "Agreement") for Consulting Services is effective as of August 1, 2026 ("**Effective Date**"),

Between:

His Majesty the King in right of Ontario

as represented by the Ministry of Intergovernmental Affairs - Cabinet Office

(referred to as the "**Ministry**")

And:

Capitol Counsel

(referred to as the "**Vendor**")

In consideration of their respective agreements set out below, the Parties (as defined below) covenant and agree as follows:

Article 1 – Interpretation and General Provisions

1.01 Defined Terms

When used in the Agreement, the following words or expressions have the following meanings:

"**AODA**" means *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005, c. 11, as amended;

"**Accessibility**" means a general term which is used to describe the degree of ease that something (e.g., device, service, and environment) can be used and enjoyed by persons with a disability. The term implies conscious planning or design, or both, effort to ensure it is barrier-free to persons with a disability, and by extension, usable and practical for the general population as well;

"**Authorities**" and "**Authority**" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract;

"**Business Day**" means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

"**CJA**" means the *Courts of Justice Act*, R.S.O. 1990, c. C43, as amended;

"**Conflict of Interest**" includes, but is not limited to, any situation or circumstance where in relation to the performance of its contractual obligations in a contract with Ontario, the Vendor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

"**Contract**" and "Agreement" means the aggregate of: (a) these terms and conditions, (b) Schedule 1 (Mandatory Business and Technical Requirements, Description of Deliverables, Rates and Supplementary Provisions), and any other schedule attached at the time of execution; and (c) any amendments executed in accordance with the terms of the Agreement;

"**Deliverable**" and "**Deliverables**" means everything developed for or provided to the Ministry in the course of performing under the Contract or agreed to be provided to the Ministry under the Contract by the Vendor or any of the Vendor's Personnel, as further defined, but not limited by Schedule 1, including, but not limited to, any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

"**Direct Deposit**" means the electronic transfer of funds by the Ministry to the financial institution identified by the Vendor, in accordance with the Direct Deposit Protocols;

"**Direct Deposit Protocols**" means the protocols set out at Doing Business with Ontario, which may be amended from time to time as required by Ontario;

"**Employer**" means a person who employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who performs work or supplies services and a contractor or subcontractor who undertakes with an owner, contractor or subcontractor to perform work or supply services;

"**Expiry Date**" means July 31, 2027 or, if the original term is extended, the final date of the extended term;

"**FAA**" means *Financial Administration Act*, R.S.O. 1990, c. F-12, as amended;

"**FIPPA**" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

"**Fiscal Year**" means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

"**HRC**" means *Human Rights Code*, R.S.O. 1990, c. H.19, as amended;

"**HST**" means Ontario Harmonized Sales Tax;

"**Indemnified Parties**" means each of the following and their directors, officers, advisors, agents, appointees and employees: Ontario and the members of the Executive Council of Ontario, along with any and all permitted assignees of the Contract;

"**Industry Standards**" include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Vendor establishing, and ensuring adherence to, precautions to prevent Vendor's Personnel from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by Ontario;

"**Intellectual Property**" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

"**Losses**" means liabilities, costs, damages and/or expenses (including legal, expert and consulting fees);

"**Ministry Address**" and "**Ministry Representative**" means, unless the Ministry notifies the Vendor otherwise in writing:

Ministry of Intergovernmental Affairs – Cabinet Office

International Relations & Protocol Division

5th floor, 99 Wellesley Street West, Toronto, ON M7A 1A1 Canada

Ministry Representative: Christina Critelli

Telephone: [redacted]

E-mail: [redacted]

Back-up Ministry Representative: Jeffrey Walters

Telephone: [redacted]

E-mail: [redacted]

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"**Newly Created Intellectual Property**" means any Intellectual Property created by the Vendor in the course of performance of its obligations under the Contract;

"**ODA**" means *Ontarians with Disabilities Act,* S.O. 2001, c 32, as amended;

"**Ontario**" means His Majesty the King in right of Ontario;

"**Ontario Public Service**" and "**OPS**" means the ministries and other administrative units of Ontario over which the ministers of Ontario preside and includes agencies, boards and commissions;

"**OPS Confidential Information**" means all information of the Ontario Public Service that is of a confidential nature, including all confidential information in the custody or control of the OPS, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Vendor in connection with the Agreement. For greater certainty, OPS Confidential Information shall:

(a) include: (i) all new information derived at any time from any such information whether created by the OPS, the Vendor or any third-party; (ii) all information (including Personal Information) that the OPS is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Vendor of any duty of confidentiality owed by the Vendor to the OPS or to any third-party; (ii) the Vendor can demonstrate to have been rightfully obtained by the Vendor, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Vendor free of any obligation of confidence; (iii) the Vendor can demonstrate to have been rightfully known to or in the possession of the Vendor at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Vendor; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

"**Party**" means the Ministry or the Vendor, and "Parties" means both of them;

"**Person**" if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof;

"**Personal Information**" means recorded information about an identifiable individual or that may identify an individual;

"**Privacy Breach**" means any theft or loss of Personal Information or any collection, use or disclosure of Personal Information that is not permitted under this Agreement or not otherwise permitted by law;

"**Proceeding**" means any action, claim, demand, lawsuit, or other proceeding;

"**Procurement Card**" means the corporate charge card(s) used by the Ministry, as may be changed from time to time;

"**Procurement Card Protocols**" means the manner in which the Vendor is required to process any payments under the Contract that the Ministry elects to make by way of Procurement Card, which shall include the requirement to: (a) collect the authorized employee's name, the abbreviated Ministry name, the expiry date, and the employee's authorization; (b) contact the financial institution identified on the Procurement Card each time the Procurement Card is used for payment; (c) receive payment from the financial institution named on the Procurement Card once that institution authorizes payment; and (d) bear the cost of any and all charges relating to the use of the Procurement Card, including the financial institution's charges for payment through the Procurement Card;

"**PSOA**" means the *Public Service of Ontario Act, 2006,* S.O. 2006, c. 35, Schedule A, as amended;

"**Rate**" and "**Rates**" means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Schedule 1, representing the full amount chargeable by the Vendor for the provision of the Deliverables, including, but not limited to: (a) all applicable duties and taxes, excluding Ontario Harmonized Sales Tax (HST); (b) all labour and material costs; (c) all travel and carriage costs; (d) all permit, licence and approval costs (e) all insurance costs; and (f) all other overhead including any fees or other charges required by law;

"**Record**" means any recorded information in the custody or control of the Ministry, including any Personal Information, in any form: (a) provided by the Ministry to the Vendor, or provided by the Vendor to the Ministry, for the purposes of the Contract; or (b) created by the Vendor in the performance of the Contract; and shall exclude any information specifically described in Schedule 1;

"**Requirements of Law**" mean all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorisations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to the Contract, the Vendor, the Ministry, Ontario, or the Deliverables, or any part of them. Requirements of Law includes all statutory reporting or registration requirements that now or at any time hereafter may be applicable to the Contract, the Vendor, the Ministry, Ontario or the Deliverables, or any part of them;

"**Security Incident**" means (i) accidental, unlawful or unauthorized disclosure of, access, destruction, loss, or alteration to OPS Confidential information (ii) compromising or accessing the Vendor's systems that store and protect OPS Confidential Information; or, (iii) detected system weaknesses that may compromise the integrity of the information the Vendor obtained from the Ministry as a result of this Contract;

"**Subcontractors**" means in the case of each Party, any contractor of that Party or any of its subcontractors at any tier of subcontracting;

"**Term**" means the period of time from the Effective Date up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

"**Third-party Intellectual Property**" means any Intellectual Property owned by a party other than Ontario or the Vendor;

"**Vendor Address**" and "**Vendor Representative**" means, unless the Vendor notifies the Ministry otherwise, in writing:

Capitol Counsel

2nd floor, 700 13th Street NorthWest, Washington D.C. 20005, United States of America

Vendor Representative: Clint Robinson

Telephone: [redacted]

E-mail: [redacted]

Back-up Vendor Representative: Tracey Gray

Telephone: [redacted]

E-mail: [redacted]

"**Vendor's Intellectual Property**" means Intellectual Property owned by the Vendor prior to its performance under the Contract or created by the Vendor during the Term of the Contract, independently of the performance of its obligations under the Contract;

"**Vendor's Personnel**" includes the directors, officers, employees, agents, partners, affiliates, volunteers, or Subcontractors of the Vendor;

1.02 No Indemnities from Ministry

Notwithstanding anything else in the Contract, any express or implied reference in any document (including subcontracts) related to the Deliverables, to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.

1.03 Entire Agreement

The Contract embodies the entire agreement between the Parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the Parties at the date of execution of the Agreement.

1.04 Severability

If any term or condition of the Contract, or the application thereof to the Parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the Parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 Interpretive Value of Contract Documents

In the event of a conflict or inconsistency in any provisions in the Contract, the main body of the Agreement shall govern over the Schedules to the Agreement.

1.06 Interpretive Value of Headings

The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

1.07 Force Majeure

Neither Party shall (i) be liable for Losses, (ii) lose any rights hereunder, or (iii) be deemed to be in breach of the Contract for any delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event.

Without limiting the generality of the foregoing, force majeure events shall include, but are not limited to, natural disasters, pandemics, acts of war, insurrection, and terrorism but shall not include shortages or delays relating to supplies or services.

If a Party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that Party shall (i) immediately notify the other Party in writing of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance; and (ii) within five (5) Business Days of providing notice of such delay or non-performance, provide a written plan to the other Party setting out strategies to minimize the event's impact and reduce delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other Party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating Party under the Contract, at law or in equity.

1.08 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery or email and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Vendor Address to the attention of the Vendor Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or email, one (1) Business Day after such notice is received by the other Party. In the event of a postal disruption, notices must be given by personal delivery or email. Unless the Parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

1.09 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.10 Currency

All references to currency in the Agreement shall be to Canadian dollars.

1.11 Counterparts

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

1.12 Execution and Transmission

The Parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic signature of a Party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

(a) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other party;

(b) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other party; or

(c) any other means with the Ministry's prior written consent.

ARTICLE 2 – NATURE OF RELATIONSHIP BETWEEN MINISTRY AND VENDOR

2.01 Vendor's Power to Contract

The Vendor represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person that would in any way interfere with the rights of the Ministry under the Contract.

2.02 Representatives May Bind the Parties

The Parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

2.03 Vendor Not a Partner, Agent or Employee

The Vendor shall have no power or authority to bind the Ministry or to assume or create any obligation or responsibility, express or implied, on behalf of the Ministry. The Vendor shall not hold itself out as an agent, partner or employee of the Ministry. Nothing in the Contract shall have the effect of creating an employment, dependent contractor, partnership or agency relationship between the Ministry and the Vendor (or any of the Vendor's Personnel) or constitute an appointment under PSOA.

2.04 Responsibility of Vendor

The Vendor agrees that it is liable for its acts and omissions and those of the Vendor's Personnel. This section is in addition to any and all of the Vendor's liabilities under the Contract and under the general application of law. The Vendor shall advise the Vendor's Personnel of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. This section shall survive the termination or expiry of the Contract.

2.05 Subcontracting or Assignment

(a) The Vendor shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Ministry. Such consent shall be in the sole discretion of the Ministry and subject to the terms and conditions that may be imposed by the Ministry. Without limiting the generality of the conditions which the Ministry may require prior to consenting to the Vendor's use of a Subcontractor, every contract entered into by the Vendor with a Subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the Subcontractor. Nothing contained in the Contract shall create a contractual relationship between the Vendor's Personnel and the Ministry.

(b) The Ministry may, upon sixty (60) calendar days prior written notice to the Vendor, assign all or any part of the Contract without the consent of the Vendor, to

(i) any advisory, adjudicative, regulatory (including those with governing boards) operational services or operational enterprise agency of the Province of Ontario; or

(ii) any other Person where such assignment is necessitated by outsourcing, privatizing, partnering, or is in conjunction with the transfer of all or part of the Ministry's business and operations relating to supply chain management or similar activity.

Upon notification of the Ministry, and for such reasonable period requested by the Ministry prior to the effective date of the assignment of the Contract, the Vendor shall cooperate with the Ministry and take such measures that are reasonably necessary to facilitate an orderly assignment of the Contract. The Vendor shall ensure that transition occurs in such a manner that assignment of the Contract will not prejudice or disrupt the operations of the Ministry or the assignee, and in particular, will not result in any disruption to provision of Deliverables.

2.06 Duty to Disclose Change of Control

In the event that the Vendor undergoes a change in control, the Vendor shall immediately disclose such change in control to the Ministry and shall comply with any terms and conditions subsequently prescribed by the Ministry resulting from the disclosure.

2.07 Conflict of Interest

The Vendor shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Ministry without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Ministry may immediately terminate the Contract upon giving notice to the Vendor where: (a) the Vendor fails to disclose an actual or potential Conflict of Interest; (b) the Vendor fails to comply with any requirements prescribed by the Ministry to resolve a Conflict of Interest; or (c) the Vendor's Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of the Contract.

2.08 Contract Binding

The Contract shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.

ARTICLE 3 – PERFORMANCE BY VENDOR

3.01 Commencement of Performance

The Vendor shall commence performance upon receipt of written instructions from the Ministry.

3.02 Performance Warranty

The Vendor represents and warrants that the Deliverables shall be provided:

(a) fully and diligently in a professional and competent manner by Persons qualified and skilled in their occupations; and,

(b) in accordance with the Contract, Industry Standards, and Requirements of Law.

If any of the Deliverables, in the opinion of the Ministry, are inadequately provided or require corrections, the Vendor shall forthwith make the necessary corrections at its own expense, as specified and required by the Ministry, following receipt of a rectification notice issued by the Ministry to the Vendor pursuant to Section 8.02 (Dispute Resolution by Rectification Notice).

3.03 Use and Access Restrictions

The Vendor acknowledges that unless it obtains specific written preauthorization from the Ministry, any access to or use of OPS property, technology or information by the Vendor or the Vendor's Personnel, that is not necessary for the performance of its contractual obligations with the Ministry, is strictly prohibited. The Vendor further acknowledges that the Ministry may monitor the Vendor to ensure compliance with this section. This section is in addition to and shall not limit any other obligation or restriction placed upon the Vendor.

3.04 Notification by Vendor to Ministry

During the Term, the Vendor shall advise the Ministry promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

3.05 Condonation Not a Waiver

Any failure by the Ministry to insist in one or more instances upon strict performance by the Vendor of any of the terms or conditions of the Contract, shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Vendor with respect to such performance, shall continue in full force and effect.

3.06 Changes by Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

3.07 Vendor to Comply with Reasonable Change Requests

The Ministry may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Vendor shall comply with all reasonable Ministry change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Vendor is unable to comply with a change request, it shall promptly notify the Ministry and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the Parties.

3.08 Pricing for Requested Changes

Where a Ministry change request includes an increase in the scope of the previously contemplated Deliverables, the Ministry shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request:

(a) include pricing for the particular type of goods or services contemplated in the change request, the Vendor shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or

(b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Ministry and the Vendor within a reasonable period of time;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the Parties.

3.09 Non-Exclusive Contract, Work Volumes

The Vendor acknowledges that it is providing the Deliverables to the Ministry on a non-exclusive basis. The Ministry makes no representation regarding the volume or quantities of goods and services required under the Contract. The Ministry reserves the right to contract with other parties for the same or similar goods and services as those provided by the Vendor and reserves the right to obtain the same or similar goods and services internally.

3.10 Performance by Specified Individuals Only

The Vendor agrees that, to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Vendor shall not substitute or replace any of the individuals named in the Contract without the prior written approval of the Ministry, which may not arbitrarily or unreasonably be withheld. Should the Vendor require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed substitution or replacement must possess similar or greater qualifications than the individual named in the Contract. The Vendor shall not claim fees for any substitution or replacement individual greater than the Rates established under the Contract.

3.11 Security Clearance

The Vendor shall, upon request from the Ministry, require those Persons providing services under the Contract to submit to security checks and the Vendor may be required to obtain and pay for security clearance. Where such security checks are required the Ministry will provide information on how the Vendor can obtain them.

The Vendor shall provide to the Ministry, upon request, the names, addresses, dates of birth and consents of its Persons for whom security checks are required. The Vendor shall designate a chief security officer as the contact for this purpose. Any Person who is unable to obtain security clearance, or who refuses to consent to such security checks, shall not be permitted to perform services under the Contract.

Security clearance may be suspended or revoked if any Person fails to maintain security clearance or security standards required pursuant to the Contract. The Vendor shall notify the Ministry of any personnel changes, behaviours, or circumstances for which security clearance may require reconsideration.

Security clearance is not awarded in perpetuity. The Ministry may perform, or re-perform, security checks against any Person providing services under the Contract at any time, and will notify the Vendor of this requirement.

The Ministry may immediately terminate the Agreement if the Vendor fails to comply with the requirements of this section or if any security clearance results received by the Ministry are found, in the sole discretion of the Ministry, to be incompatible with the proper and impartial provision of the Deliverables in accordance with the terms and conditions of the Contract.

3.12 Accessibility Requirements

The Vendor's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for Accessibility established in accordance with the HRC, the ODA, and the AODA, any regulations made thereto and any direction from the Ministry. The Vendor must meet the Government of Ontario's requirements on the Government of Ontario's schedule under the *Integrated Accessibility Standards* Regulation as directed by the Ministry.

3.13 Ministry Rights and Remedies and Vendor Obligations Not Limited to Contract

The express rights and remedies of the Ministry and obligations of the Vendor set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Ministry or any other obligations of the Vendor at law or in equity.

ARTICLE 4 – PAYMENT FOR PERFORMANCE AND AUDIT

4.01 Payment According to Contract Rates

The Ministry shall, subject to the Vendor's compliance with the provisions of the Contract, pay the Vendor for the Deliverables provided at the Rates established under the Contract.

4.02 Default Billing and Payment Process

Unless the Parties expressly set out an alternative billing and payment process in Schedule 1, the following process shall govern:

(a) the Vendor shall provide the Ministry with a monthly billing statement no later than ten (10) Business Days after the end of each month and that billing statement shall include: (i) the reference number assigned to the Contract by the Ministry; (ii) a brief description of the Deliverables provided for the relevant month; and (iii) taxes, if payable by the Ministry, identified as separate items

(b) the Ministry shall approve or reject the billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the Ministry rejects the billing statement, it shall so advise the Vendor promptly in writing and the Vendor shall provide additional information as required by the Ministry to substantiate the billing statement;

(c) each billing statement is subject to the approval of the Ministry before any payment is released and payment shall be made within thirty (30) Business Days of such approval;

(d) it is acknowledged and agreed that either the Ministry may require that the Vendor include additional information in the billing statement, upon notice to the Vendor; and

(e) the Ministry may, in its discretion, make payments under the Contract by way of the following methods:

i. Direct Deposit and the Vendor shall accept and process any such payments in accordance with the Direct Deposit Protocols; or,

ii. Procurement Card and the Vendor shall accept and process any such payments in accordance with Procurement Card Protocols.

and any paragraph set out above, that is not expressly replaced in Schedule 1 with an alternative provision, shall remain in full force and effect.

4.03 Hold Back or Set Off

The Ministry may hold back payment or set off against payment if, in the opinion of the Ministry acting reasonably, the Vendor has failed to comply with any requirements of the Contract.

4.04 No Expenses or Additional Charges

There shall be no other charges payable by the Ministry under the Contract to the Vendor other than the Rates established under the Contract.

4.05 Payment and Collection of Taxes and Duties

The Vendor shall pay or charge and remit, as required, all applicable taxes, including excise taxes incurred by or on the Vendor's behalf with respect to the Contract.

4.06 Withholding Tax

The Ministry shall withhold any applicable withholding tax from amounts due and owing to the Vendor under the Agreement and shall remit it to the appropriate government in accordance with applicable tax laws. This section shall survive any termination or expiry of the Contract.

4.07 Interest on Late Payment

If a payment is in arrears through no fault of the Vendor, the interest charged by the Vendor, if any, for any late payment is subject to required approvals under the FAA and shall not exceed the pre-judgment interest rate established under subsection 127(2) of the CJA, in effect on the date that the payment went into arrears.

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4.08 Document Retention and Audit

During and for seven (7) years after the Term, the Vendor shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Vendor shall permit and assist the Ministry in conducting audits of the operations of the Vendor to verify (a) and (b) above. The Ministry shall provide the Vendor with at least ten (10) Business Days prior notice of its requirement for such audit. The Vendor's obligations under this section shall survive any termination or expiry of the Contract.

ARTICLE 5 – CONFIDENTIALITY, FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT, AND PUBLICATION OF DATA

5.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge the Deliverables provided by the Vendor in any such publicity or publication. The Vendor shall not make use of its association with the Ministry without the prior written consent of the Ministry. Without limiting the generality of this section, the Vendor shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract, unless it has first obtained the express written authorization to do so by the Ministry.

5.02 OPS Confidential Information

During and following the Term, the Vendor shall: (a) keep all OPS Confidential Information confidential and secure, including in accordance with Section 5.07 (Security); (b) limit the disclosure of OPS Confidential Information to only those of the Vendor's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any OPS Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Ministry and (ii) in respect of any OPS Confidential Information about any third-party, the written consent of such third-party; (d) provide OPS Confidential Information to the Ministry on demand; and (e) at the request of the Ministry, return all OPS Confidential Information to the Ministry before the end of the Term, with no copy or portion kept by the Vendor.

5.03 Restrictions on Copying

The Vendor shall not copy any OPS Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Vendor, the Vendor must reproduce all notices which appear on the original.

5.04 Injunctive and Other Relief

The Vendor acknowledges that breach of any provisions of this Article may cause irreparable harm to the Ministry or to any third-party to whom the Ministry owes a duty of confidence, and that the injury to the Ministry or to any third-party may be difficult to calculate and inadequately compensable in damages. The Vendor agrees that the Ministry is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

5.05 Notice and Protective Order

If the Vendor or any of the Vendor's Personnel either becomes legally compelled, or receives requests for information, to disclose any OPS Confidential Information, the Vendor will provide the Ministry with prompt notice to that effect in order to allow the Ministry to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Ministry and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Vendor will disclose only that portion of OPS Confidential Information which the Vendor is legally compelled to disclose, only to such Person or Persons to which the Vendor is legally compelled to disclose, and the Vendor shall provide notice to each such recipient (in co-operation with legal counsel for the Ministry) that such OPS Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such OPS Confidential Information subject to those terms and conditions.

5.06 FIPPA Records and Compliance

The Vendor and the Ministry acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Vendor agrees:

(a) to keep Records secure;

(b) to provide Records to the Ministry within seven (7) calendar days of being directed to do so by the Ministry for any reason including an access request or privacy issue;

(c) not to access any Personal Information unless the Ministry determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables;

(d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Ministry;

(e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;

(f) to restrict access to Personal Information to those of the Vendor's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by the Ministry Representative to have such access for the purpose of providing the Deliverables;

(g) to implement other specific security measures that, in the reasonable opinion of the Ministry, would improve the adequacy and effectiveness of the Vendor's measures to ensure the security and integrity of Personal Information and Records generally; and

(h) that any information, including confidential information supplied by the Vendor to the Ministry is subject to FIPPA and may be disclosed by the Ministry where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this section shall prevail over any inconsistent provisions in the Contract.

5.07 Security

The Vendor shall implement, maintain and update the appropriate controls, policies and information systems to protect OPS Confidential Information and to detect and notify at the first reasonable opportunity any Security Incidents and Privacy Breaches. Furthermore, the Vendor agrees to:

(a) immediately, and within 24 hours, notify the Ministry of any actual or suspected Security Incident or Privacy Breach under the OPS Confidential Information and FIPPA Records and Compliance sections above;

(b) investigate the Security Incident or Privacy Breach;

(c) take reasonable steps to mitigate the effects of such Security Incident or Privacy Breach;

(d) minimize any damage resulting from the Security Incident or Privacy Breach and prevent a reoccurrence;

(e) cooperate with the Ministry by providing any additional details about the Security Incident or Privacy Breach that the Ministry may require as information regarding the Security Incident or Privacy Breach is collected or otherwise reasonably becomes available; and

(f) provide the Ministry with a written report setting out, at a minimum (i) a description of the nature and reasonably anticipated consequences of the Security Incident or Privacy Breach; (ii) the measures taken to mitigate any possible damage and adverse effects and prevent a recurrence; and, (iii) a description of the types of information that were the subject of the Security Incident or Privacy Breach.

5.08 Publication of Data

It is Ontario's intention, in accordance with the Ontario's Digital and Data Directive, 2021 and as part of its commitment to open data, to publish and allow the public to use:

(i) procurement contract data, including the name of the Vendor and total contract value; and,

(ii) data created or collected as an output of a contract,

except where Ontario chooses not to publish the data, such as for privacy, confidentiality, security, legal or commercially sensitive reasons.

5.09 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

ARTICLE 6 – INTELLECTUAL PROPERTY

6.01 Ministry Intellectual Property

The Vendor agrees that all Ministry Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information, and materials, however recorded, (including images and data) provided by the Ministry to the Vendor, shall remain the sole property of Ontario at all times.

6.02 Newly Created Intellectual Property

Ontario shall be the sole owner of any Newly Created Intellectual Property. The Vendor irrevocably assigns to and in favour of Ontario and Ontario accepts every right, title and interest in and to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time and irrevocably waives in favour of Ontario all rights of integrity and other moral rights to all Newly Created Intellectual Property in the Deliverables, immediately following the creation thereof, for all time.

6.03 Vendor's Intellectual Property

Subject to Section 6.04 (Presumption Governing Intellectual Property Ownership), the Ministry agrees that all Intellectual Property and every other right, title and interest in and to all concepts, techniques, ideas, information and materials, however recorded, (including images and data) provided by the Vendor to the Ministry that is not: (i) Ministry Intellectual Property; (ii) Newly Created Intellectual Property or, (iii) Third-party Intellectual Property shall remain the sole property of the Vendor at all times.

6.04 Presumption Governing Intellectual Property Ownership

If the Vendor's Intellectual Property or Third-party Intellectual Property forms any part of the Deliverables, the Vendor shall notify the Ministry of such prior to the delivery of the particular Deliverable containing any such Vendor's Intellectual Property or Third-party Intellectual Property. In the absence of any such notice, the presumption governing the Contract shall be that Ontario is the sole owner of any Intellectual Property in any form contained in any of the Deliverables.

6.05 Vendor's Grant of Licence

To the extent that the Deliverables contain, in whole in part, Vendor's Intellectual Property or Third-Party Intellectual Property, the Vendor grants to Ontario, a perpetual, world-wide, non-exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Ministry, the total consideration for which shall be payment of the Rates to the Vendor by the Ministry.

6.06 No Restrictive Material in Deliverables

The Vendor shall not incorporate into any Deliverables anything that would restrict the right of the Ministry to modify, further develop or otherwise use the Deliverables in any way that the Ministry deems necessary, or that would prevent the Ministry from entering into any contract with any contractor other than the Vendor for the modification, further development of or other use of the Deliverables.

6.07 Vendor Representation and Warranty Regarding Third-party Intellectual Property

The Vendor represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-party Intellectual Property rights. The Vendor further represents and warrants that it has obtained assurances with respect to any Vendor's Intellectual Property and Third-party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

6.08 Assurances Regarding Moral Rights

At the request of the Ministry, at any time or from time to time, the Vendor shall execute and agrees to cause the Vendor's Personnel to execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of Ontario, such waiver to be in a form acceptable to the Ministry, and which waiver may be invoked without restriction by any person authorized by the Ministry to use the Deliverables. The Vendor shall deliver such written waiver(s) to the Ministry within ten (10) Business Days of the receipt of the request from the Ministry.

6.09 Copyright Notice

The Vendor shall place a copyright notice on all recorded Deliverables it provides to the Ministry under the Contract in the following form: "© King's Printer for Ontario, [2026, 2027, or 2028]"

6.10 Further Assurances Regarding Copyright

At the request of the Ministry, at any time or from time to time, the Vendor shall execute and agrees to cause the Vendor's Personnel to execute, a written assignment of copyright in the applicable Deliverable(s) to the Ministry in a form acceptable to the Ministry. The Vendor shall deliver such written assignment(s) to the Ministry within ten (10) Business Days of the receipt of the request from the Ministry. The Vendor shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate. The Vendor will obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property of the Ministry.

6.11 No Use of Ontario Government Insignia

The Vendor shall not use any insignia or logo of Ontario except where required to provide the Deliverables, and only if it has received the prior written permission of the Ministry to do so.

6.12 Ministry May Prescribe Further Compliance

The Ministry reserves the right to prescribe the specific manner in which the Vendor shall perform its obligations relating to this Article.

6.13 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

ARTICLE 7 – INDEMNITY AND INSURANCE

7.01 Vendor Indemnity

The Vendor shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with, anything done or omitted to be done by the Vendor or any of the Vendor's Personnel, in the course of the performance of the Vendor's obligations under the Contract or otherwise in connection with the Contract. The obligations contained in this section shall survive the termination or expiry of the Agreement.

7.02 Vendor's Insurance

The Vendor agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Vendor would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than $2 million per occurrence, $2 million products and completed operations aggregate. The policy is to include the following:

   i. the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Vendor's obligations under, or otherwise in connection with, the Contract;
   ii. contractual liability coverage;
   iii. cross-liability clause;
   iv. employers liability coverage (or compliance with the section below entitled "Proof of W.S.I.A. Coverage" is required);
   v. 30 day written notice of cancellation, termination or material change;
   vi. tenants legal liability coverage (if applicable and with applicable sub-limits); and,
   vii. non-owned automobile coverage with blanket contractual coverage for hired automobiles; and,

(b) errors & omissions liability insurance, insuring liability for errors and omissions in the performance or failure to perform the services contemplated in the Contract, in the amount of not less than $1 million per claim and in the annual aggregate. The policy should remain in full force and effect for a period of not less than twelve (12) months following termination or expiry of the Contract.

The obligations contained in this section shall survive the termination or expiry of the Agreement.

7.03 Proof of Insurance

Concurrently with execution and delivery of the Agreement by the Vendor, the Vendor shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in Section 7.02, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. The Vendor shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the Deliverables.

7.04 Vendor Participation in Proceedings

The Vendor shall, at its expense, to the extent requested by the Ministry, participate in or conduct the defence of any Proceeding against any Indemnified Parties and any negotiations for their settlement. The Ministry may elect to participate in or conduct the defence of any such Proceeding by notifying the Vendor in writing of such election without prejudice to any other rights or remedies of the Ministry under the Contract, Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Vendor shall not enter into any settlement unless it has obtained the prior written approval of the Ministry. If the Vendor is requested by the Ministry to participate in or conduct the defence of any such Proceeding, the Ministry agrees to co-operate with and assist the Vendor to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such Proceedings, the Vendor agrees to co-operate with and assist the Ministry to the fullest extent possible in the Proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Contract.

ARTICLE 8 – TERMINATION, EXPIRY AND EXTENSION

8.01 Immediate Termination of Contract

The Ministry may immediately terminate the Contract upon giving notice to the Vendor where:

(a) the Vendor is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency;

(b) the Vendor breaches any provision in Article 5 (Confidentiality and FIPPA) of the Agreement;

(c) the Vendor breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between Ministry and Vendor) of the Agreement;

(d) the Vendor, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;

(e) the Vendor undergoes a change in control which adversely affects the Vendor's ability to satisfy some or all of its obligations under the Contract;

(f) the Vendor subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Ministry;

(g) the Vendor breaches any provision in Section 3.11 (Security Clearance) of the Agreement; or

(h) the Vendor's acts or omissions constitute a substantial failure of performance;

and the above rights of termination are in addition to all other rights of termination available under the Contract, at law, in equity, or events of termination by operation of law.

8.02 Dispute Resolution by Rectification Notice

Subject to the above section, where the Vendor fails to comply with any of its obligations under the Contract, the Ministry may issue a rectification notice to the Vendor setting out the manner and timeframe for rectification. Within seven (7) Business Days of receipt of that notice, the Vendor shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Ministry. If the Vendor fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Ministry may immediately terminate the Contract. Where the Vendor has been given a prior rectification notice, the same subsequent type of non-compliance by the Vendor shall allow the Ministry to immediately terminate the Contract.

8.03 Termination on Notice

The Ministry reserves the right to terminate the Contract, without cause, upon sixty (60) calendar days prior notice to the Vendor.

8.04 Termination for Non-Appropriation

If the Contract extends into a Fiscal Year subsequent to its execution, continuation of the Contract is conditional upon an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy payments due under the Contract. In the event that such moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year, the Ministry may terminate the Contract upon giving notice to the Vendor. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

8.05 Vendor's Obligations on Termination

On termination of the Contract, the Vendor shall, in addition to its other obligations under the Contract and at law and in equity:

(a) at the request of the Ministry, provide the Ministry with any completed or partially completed Deliverables;

(b) provide the Ministry with a report detailing: (i) the current state of the provision of Deliverables by the Vendor at the date of termination; and (ii) any other information requested by the Ministry pertaining to the provision of the Deliverables and performance of the Contract;

(c) execute such documentation as may be required by the Ministry to give effect to the termination of the Contract; and

(d) comply with any other instructions provided by the Ministry, including, but not limited to, instructions for facilitating the transfer of its obligations to another Person.

This section shall survive any termination of the Contract.

8.06 Vendor's Payment Upon Termination

On termination of the Contract, the Ministry shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination provided that those Deliverables have been accepted by the Ministry. Termination shall not relieve the Vendor of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Ministry may hold back payment or set off against any payments owed if the Vendor fails to comply with its obligations on termination.

8.07 Termination in Addition to Other Rights

The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of the Ministry under the Contract, at law or in equity.

8.08 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the Ministry exercises its option to extend the Contract for one (1) additional year., such extension to be upon the same terms (including the Rates in effect at the time of extension), conditions and covenants contained in the Contract, except the option to extend.

In Witness Whereof the Parties hereto have executed the Agreement effective as of the date first above written.

His Majesty the King in right of Ontario

as represented by the Ministry of Intergovernmental Affairs - Cabinet Office

Signature: ______________________________

Name: ______________________________

Title: ______________________________

Date of Signature: ______________________

Pursuant to delegated authority

Capitol Counsel

Signature: Clint Robinson

Name: CLINT ROBINSON

Title: PARTNER

Date of Signature: 7/27/26

I have authority to bind the Vendor.

Schedule 1: MANDATORY BUSINESS AND TECHNICAL REQUIREMENTS, DESCRIPTION OF DELIVERABLES, RATES AND SUPPLEMENTARY PROVISIONS

A. Deliverables

Deliverable	Description and Requirements
Ontario's U.S. Engagement Strategy	Support implementation of and updates to Ontario's U.S. engagement strategy throughout the Term. Through this Strategy, the Vendor to support Ontario's engagement and advocacy efforts to proactively advance its interests in the context of the CUSMA review, the evolving U.S. policy landscape surrounding the 2026 midterm election cycle, and the post-election environment, including a shift in Congressional members and the remainder of the President's administration. The Vendor will facilitate the scheduling of recommended meetings in alignment with Ontario's U.S. engagement strategy and the engagement targets item below, where feasible and appropriate, and provide Ontario with advice on tailored messaging and priorities that resonate with target audiences and align with Ontario's objectives.
Engagement Targets	Vendor to provide advice and rationale on which U.S. federal stakeholders Ontario should engage with based on Ontario's identified priority issues and/or impacted sectors, with an emphasis on relevant members of the Administration, those sitting on Congressional committees relevant to Ontario, have priorities that align with the focus of Ontario's upcoming missions to the U.S., or to advance Ontario's priorities. On a quarterly basis, or as requested, Vendor to provide updated list of priority target list.
Whitepapers	Upon request from the Ministry, the Vendor will research and analyze U.S. policies and legislation, including their potential impact on key Ontario issues and sectors. This will include identifying relevant U.S. stakeholders and providing advice on how they may be engaged to

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	support Ontario's scenario planning and playbook development. The Ministry could request up to 5 new Whitepapers per year. Topics of whitepapers to be determined at the Ministry's discretion. Timing to be negotiated between the Vendor and the Ministry. The Ministry may also request updates to previous whitepapers submitted to the Ministry. Completed whitepapers may be released publicly, including in response to Freedom of Information (FOI) requests.
Research and Analysis	The Vendor will also, upon Ministry request, monitor and identify emerging U.S. policy issues, legislation, and regulatory developments relevant to Ontario's interests. This will include research briefs that provides key insights, recommendations, analysis and research as applicable, to support Ontario's policy development, risk mitigation and/or advocacy efforts. Key areas of focus will be determined by the Ministry and may include, but is not limited to, trade, tariffs, energy, critical minerals, and the automotive sector. The Ministry could request up to 10 research briefs per year
Communications/Key Messaging	Upon request from the Ministry, the Vendor will review existing Ontario communications materials, including key messages, and provide recommendations and suggested revisions to better position them for a U.S. audience. The Vendor will monitor U.S. policy and legislative developments to ensure messaging remains effective and responsive.
Delivery of U.S. Missions	As assigned by the Ministry, the Vendor will provide additional support, including for international missions. This may involve recommending and securing meetings with key U.S. political and business leaders, providing on-the-ground support for the Premier and Ministers in briefings in advance of and providing supports during engagements with key legislators or stakeholders, which

	will include, but is not limited to, providing further relevant background information or strategic considerations. Additionally, the Vendor will support Ontario's representative in Washington, D.C., including advising on and facilitating connections within Capitol Hill networks in alignment with Ontario's U.S. engagement strategy.
Monthly Detailed Progress Report	The Vendor will provide a monthly report outlining support provided, including updates provided, and progress on deliverables. Reports are to be submitted to the Ministry by the 15th of each month, covering the period from the previous report. Each report will include all relevant attachments and documentation referenced and will also capture non-tangible deliverables and associated efforts.
Final Report	At the conclusion of the Term, the Vendor will provide a final report detailing all completed deliverables, including non-tangible work such as meeting facilitation, relationship management, and U.S. compliance reporting (e.g. FARA). The report will also summarize outcomes, results, lessons learned, and performance metrics achieved.

B. Rates and Reimbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Ministry to the Vendor under the Contract shall not exceed a maximum amount of up to $1,308,000 for the duration of the Term (excluding HST).

The total amount payable by the Ministry to the Vendor includes all disbursements (including travel, meal and accommodation expenses) and applicable taxes.

B.2 Rates

The Rates for the Deliverables is $54,500 CAD per month (excluding HST) and shall remain fixed during the Term of the Contract (including the extension option).L

B.3 Personnel

The following individuals are responsible for the provision of the Deliverables.

Clint Robinson, Partner, Capitol Counsel

~~Jonathan Kott, Partner, Capitol Counsel~~ CR

Robert Diamond, Partner, Capitol Counsel

David L. Bridges, Partner, Capitol Counsel

Jeffrey Carroll, Partner, Capitol Counsel

Jason Scism, Partner, Capitol Counsel

Ann Jablon, Partner, Capitol Counsel

George Sifakis, Partner, Capitol Counsel