DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

Government of Canada / Gouvernement du Canada

Project No.: 2024/25-ON-09

CanExport Community Investments Sub-Program
Grant Agreement to Recipients

This Grant Agreement is made in duplicate between:

HIS MAJESTY THE KING IN RIGHT OF CANADA (the "Crown"), as represented by the Minister for International Trade (the "Department" or "Global Affairs Canada")
125 Sussex Drive
Ottawa, ON K1A 0G2
Email: communities.communautes@international.gc.ca

and:

GTA Region Investment Attraction
225 King Street West, Suite 901
Toronto, ON M5V 3M2
Email: slund@torontoglobal.ca

(herein referred to as the "Recipient")

(jointly referred to as the "Parties"), agree as follows:

1. PURPOSE OF GRANT

1.1 The purpose of this Grant Agreement (the "Agreement") is to enable the Recipient to carry out the Project as described below.

1.2 The grant is funded through the CanExport Community Investments Sub-Program (the "Program") of the Department of Foreign Affairs, Trade and Development (DFATD), administered by the Government of Canada's Trade Commissioner Service's CanExport Program.

2. PROJECT

2.1 The Recipient has submitted an application to the Program for the funding of a Project called "2024/25-ON-09" which is considered eligible for financial support under the Program.

2.2 The Recipient undertakes to use the funds provided pursuant to the Agreement to achieve the following objectives and expected results:

- Objectives**:** This Project supports the Canadian community's efforts to attract, retain and expand foreign direct investment (FDI) and is ultimately designed to strengthen the economy at the community level.

- Expected results**:** The expected results of this Project is to enhance the capability and effectiveness of Canadian communities to attract, retain and expand foreign direct investment (FDI), as measured by analysis of recipient performance reports and surveys.

2.3 During the Project Phase of the Agreement the Recipient will implement the following Components and activities therein as set out in the Adjudication Results document:

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

Component Category (and activities therein)	Approved Funding Amount
FDI Lead Generation and Meetings with Potential Investors	$137,250.00
FDI Training	$12,500.00
FDI Strategic Planning and Analysis	$45,000.00
FDI Tool and Material Development	$81,250.00
Total Approved Funding	**$276,000.00**

3. MODIFICATIONS/AMENDMENTS

3.1 Modifications to the terms and conditions of this Grant Agreement made by the Recipient and approved by the Department in writing or by electronic correspondence may include, but are not limited to, changes to contacts or signing authorities, or the cancellation of a Component. Modifications require an Amendment to this Grant Agreement if the following terms and conditions are affected:

- change the objectives of the Project;
- extend the Expiration Date of the Grant Agreement;
- change the legal name of the Recipient.

3.2 Any other Modification may require an Amendment to this Grant Agreement approved by the authorized representative of the Department.

3.3 The Department and the Recipient may amend the terms and conditions of this Grant Agreement at any time prior to the expiration or earlier termination of this Grant Agreement, provided that such Amendment is in writing and signed and dated by both Parties.

4. KEY DATES

4.1 This Agreement shall come into effect upon the date of the last signature. Notwithstanding the previous sentence, at the discretion of the Department, the Agreement may be null and void if not signed and returned to the Department within thirty (30) days of receipt.

4.2 Project Phase

- Project Start Date: **January 1, 2024**
- Project Completion Date: **March 31, 2025**
- Agreement Expiry date: **May 15, 2025**

4.3 The Effective Date is the date on which this Grant Agreement is signed by the respective Parties. If the signing occurs on two different dates, this Grant Agreement will take effect on the date of the last signature.

4.4 Retroactive Eligible Expenditures from January 1, 2024 to the Effective Date of this Grant agreement may be considered to be included as eligible expenses and may be reimbursed under the terms and conditions of this Grant Agreement.

5. MAXIMUM AMOUNT OF GRANT AWARDED BY THE DEPARTMENT

5.1 Subject to all terms and conditions indicated in the Agreement, the Department agrees to provide a grant contributing up to 50% of Total Eligible Project Costs, not to exceed the amount of

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

$**276,000.00** associated with the approved Components (and activities therein) of the project identified in section 2.

5.2 Unless otherwise specifically provided, nothing in the Agreement shall imply the assumption of any responsibility by the Department or its representatives for any aspect of the organization, management, or financing of the Project. Notwithstanding anything in the Agreement, the Department does not by financial or other assistance to the Recipient undertake any responsibility for errors, negligence, mismanagement or debts incurred by the Recipient or any other persons, group, or agent associated with it.

5.3 Disbursements of the grant to the Recipient will not exceed the following amount(s) for the applicable fiscal year(s),

Federal Government Fiscal Year 2023/24:	$53,109.89
Federal Government Fiscal Year 2024/25:	$222,890.11
Total Funding Amount:	**$276,000.00**

6. GRANT PAYMENT(S) AND REPORTING

6.1 Payment of the grant will be made in one installment for each of the Federal Government's Fiscal Years covered by the Project. The initial payment will be processed once the Agreement has been signed and returned to the Department in accordance with section 4.1. Subsequent payments will be processed at the beginning of the following Federal Government Fiscal Year.

6.2 The Recipient shall inform the department in writing when the Recipient is no longer eligible in accordance with the eligibility criteria of the Program, maintained on the Program website, found at https://www.tradecommissioner.gc.ca/funding-financement/canexport/community-communaute/index.aspx?.

6.3 The Department reserves the right to verify the Recipient's continued eligibility and entitlement to the grant, prior to any payment being made.

6.4 For the purposes of verifying the Recipient's eligibility and entitlement to the grant, the Recipient agrees to provide the Department with reports on the progress of the eligible activities.

6.5 If requested by the Department, the Recipient agrees to submit to the Department an Interim Report for a given fiscal year no later than seven (7) days after March 31 (of that Federal Government Fiscal Year).

6.6 The Recipient agrees to submit to the Department a Final Report no later than thirty (30) days after the Project Completion Date.

6.7 The Recipient shall complete a questionnaire related to outcomes arising from the Project funded under this Grant Agreement up to 36 months after the Expiration Date of the Grant Agreement.

6.8 All reporting requirements form an integral part of this Agreement. Failure to submit reports as specified under this article can result in a Breach situation as specified in section 14 of this Agreement.

7. REDUCTION OF GRANT

7.1 Any payment made under the Agreement is subject to the appropriation of funds by the Parliament of Canada for the fiscal year in which the payment is to be made.

7.2 Funding under the Agreement may, at any time, upon not less than ninety (90) days written notice, be reduced or terminated at the Department's discretion if a parliamentary, governmental,

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

departmental or program spending decision is made for any fiscal year in which payment is to be made under the Agreement, or if the mandate and responsibilities of the Program change.

8. ACKNOWLEDGMENT AND PUBLICATION

The Recipient shall identify to the Department any planned media releases announcing CanExport Community Investments Sub-Program support. Where appropriate, and in consultation with the Department, the Recipient shall acknowledge the contribution of the Department in any reference made by it with respect to the Project in publications, speeches, press releases or other similar communications.

9. BENEFITS TO CANADA

During the life of this Agreement, the Recipient agrees to commercially exploit the results of this Project with the intent of creating economic and social benefits for Canada.

10. REPRESENTATIONS BY THE RECIPIENT

The Recipient warrants and represents that:

(a) it and any person lobbying on its behalf to obtain the grant are in compliance with the *Lobbying Act*, R.S., 1985, c. 44 (4th Supp.) and that it has not, directly or indirectly, paid or agreed to pay, to any person, a contingency fee for the solicitation, negotiation or obtaining of the Agreement;

(b) it will declare to the Department any amount owing to the Government of Canada under legislation, contract, or other agreements during the term of the Agreement and that it recognizes that amounts due to the Recipient may be withheld to offset amounts owing to the Government of Canada;

(c) No current or former public office holder, member of the Canadian House of Commons, member of the Senate, current or former public servant of the Government of Canada who is not in compliance with the Canadian Conflict of Interest Act, 2006, c. 9, s.2, the Conflict of Interest Code for Members of the House of Commons, the Conflict of interest Code for Senators, the Values and Ethics Code for the Public Service and the Values and Ethics Code for the Public Sector shall derive a direct benefit from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

(d) the project is not a "designated project" as defined in section 2 of *Canadian Environmental Assessment Act 2012* (S.C. 2012, c. 19, s. 52) and is not a "project" as defined in section 66 of that Act; and

(e) no company that is related to the Recipient will benefit directly or indirectly pursuant to this Agreement, other than as the Recipient has declared.

11. DISCLOSURE OF INFORMATION

11.1 The Recipient acknowledges that the Department is subject to the *Access to Information Act*, R.S. 1985, c. A 1, and the *Privacy Act*, R.S., 1985, c. P-21 and acknowledges that the Department may be required to disclose information under those Acts.

11.2 The Recipient must indicate in writing, or by a clear label, the confidentiality of any specific information, which it wishes to be treated as confidential by the Department. Protection from third-party access to confidential business information supplied to the Department is established through the application of the federal *Access to Information Act* and *Privacy Act*.

11.3 The Recipient authorizes the Department to disclose any information required to comply with the Government of Canada Proactive Disclosure Guidelines on the Proactive Disclosure of Grants

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

and Contributions, which requires that the Department publish certain information about the Agreement. Published information is in accordance with Treasury Board Policy and may include, but is not limited to, Recipient name, project title, project dates, project summary and value of grant.

12. LIABILITY

The Recipient agrees that the Department and her/his employees and agents shall not be held liable for any injury, including death, to any person, or for any loss or damage to property of any person or for any obligation of the Recipient or anyone else, including any obligations arising from loans, capital leases, or other long-term obligations in relation to the Agreement.

13. INDEMNIFICATION

The Recipient shall indemnify and save harmless the Department and her/his employees and agents from and against all claims, losses, damages, costs, expenditures, actions, and other proceedings made, sustained, brought, prosecuted, threatened to be brought, or prosecuted in any manner based on, occasioned by, or attributable to any injury to, or death of a, person or damage to, or loss of, property arising from any act, omission, or delay on the part of the Recipient or its employees, servants, agents, or voluntary workers in carrying out the project, except that the Department shall not claim indemnification under this section to the extent that the injury, loss, or damage has been caused by the Department or her/his employees or agents.

14. BREACHES, OVERPAYMENTS & REMEDIES

14.1 Each of the following constitutes a breach of the Agreement:

(a) misleading statement or representation in respect of any matter related to this Agreement other than in good faith;
(b) failure by the Recipient to disclose relevant information which may have a negative impact on the Recipient's financial position;
(c) the Recipient ceases to operate;
(d) in the Department's opinion, a term, condition, commitment or obligation provided for in the Agreement has not been respected or complied with;
(e) the Department has reason to believe that the Recipient has acted in breach of the laws of Canada in relation to activities carried out in relation to this Project;
(f) in the Department's opinion, there is a material adverse risk in the Recipient's ability to complete the Project; or
(g) the Recipient is no longer eligible under the eligibility criteria of the Program.

14.2 In the event of a breach, the Department shall inform the Recipient by written notice ("Notice of Breach"). The Recipient shall then have fourteen (14) days from the date of the Notice of Breach to demonstrate to the Department's satisfaction, that either the breach has not occurred or that the breach has been fully remedied. Should the Recipient fail to do so, then any, several or all of the consequences described in section 14.3 shall apply, if requested by the Department.

14.3 Consequences of a breach may be one or more of the following:

(a) suspension or termination by the Department of the Agreement;
(b) suspension or termination by the Department of any other Agreement that the Recipient may have with the Department;
(c) refusal by the Department to provide future assistance to the Recipient;
(d) the Department's demand for, and the Recipient's obligation to, immediately repay to the Department all or part of the amount paid by the Department to the Recipient under the Agreement. The amount demanded for repayment shall bear interest as described in section 14.7; and
(e) any other action by the Department permitted by law.

Canada

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

14.4 Failure on the part of the Department to act on any breach does not constitute a waiver of the Department's right to act on that breach or any other breach. The fact that the Department refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on him shall not prevent him/her in any way from later exercising any other remedy or right under the Agreement or other applicable law.

14.5 The Stacking Limit is 75% for total eligible expenditures of a project, with the exception of applications from federally-funded indigenous communities, the maximum level of government assistance is up to 100%. In the event that actual total Canadian federal government funding for the Eligible Costs of a Component exceeds this Stacking Limit, the Department will have the right to adjust the amount of funding referred to in section 5.1of this Grant Agreement so that the Stacking Limit is not exceeded. The Department has the right to recover such equivalent amount directly from the Recipient as a Debt Due the Crown and/or by withholding payment of all or part of the Grant, as the case may be.

14.6 The maximum level of total funding received under this Grant Agreement and from the Recipient and Contributing Partners (e.g. Canadian government or private funding) for Eligible Costs is 100%. In the event that actual total funding for an Eligible Cost exceeds this limit, the Department will have the right to adjust the amount of funding referred to in section 5.1 of this Grant Agreement so that the limit is not exceeded. The Department has the right to recover such equivalent amount directly from the Recipient as a Debt Due the Crown and/or by withholding payment of all or part of the Grant, as the case may be.

14.7 If the Department determines that:

(a) the Recipient is not entitled to the grant or a part thereof; or
(b) the amount of the grant paid under this Agreement exceeds the amount to which the Recipient is entitled under this Agreement;

the Recipient will repay the Department, promptly and by no later than thirty (30) days from the date of the Department's notice under this Agreement, the amount of the grant disbursed or the amount of the overpayment, as the case may be, together with interest calculated in accordance with the federal *Interest and Administrative Charges Regulations*. Any such amount is a Debts Due to the Crown and is recoverable as such.

14.8 Payments of Debts Due to the Crown, or of any other amounts owing to the Department must be made to "Receiver General – Department of Foreign Affairs, Trade and Development (DFATD)" and addressed to:

Cashier's Office
Department of Foreign Affairs, Trade and Development (DFATD)
125 Sussex Drive
Ottawa, ON, K1A 0G2

14.9 In order for the Recipient to best benefit from the resources of the Department, in Canada and abroad, the Recipient will share with the concerned Canadian missions abroad the information on Leads and Prospects generated as a result of international marketing activities carried out through this Grant Agreement. The information will not be used for the direct benefit of the Canadian missions. The Canadian missions will use the information for the purpose of assisting the Recipient to further pursue its investment prospecting activities and, therefore, not for the direct benefit of the Crown.

14.10 The Department shall keep in strict confidence any results shared as per section 14.9 of this Grant Agreement.

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

15. DISPUTE RESOLUTION

In the event that a dispute arises from or is related to the Agreement, the Department and the Recipient agree to attempt to resolve the dispute through good faith negotiation. If necessary, and if the Recipient and the Department consent in writing, the matter may be resolved through mediation by a mutually acceptable mediator or arbitration in accordance with the *Commercial Arbitration Code* set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.

16. AUDIT, MONITORING AND EVALUATION

16.1 The Recipient acknowledges that, pursuant to section 7.1 of the *Auditor General Act*, R.S. (1985), c. A-17, the Auditor General of Canada may conduct compliance audits or performance evaluations with respect to the Agreement. The Recipient shall cooperate with the Auditor General or the Department and their representatives or agents relative to any such compliance audit or performance evaluation and shall grant same access to the Recipient's documents, records and premises as required by the Auditor General or the Department or their representatives or agents for purposes of such audit or evaluation. The auditor may discuss any concerns raised in such compliance audit or performance evaluations with the Recipient and with the Department. The results may be reported to Parliament in a report of the Auditor General.

16.2 The Recipient shall keep all records, information, databases, audit and evaluation reports, and all other documentation related to activities and associated expenditures for this project and at the request of the Department, permit reasonable access by the Department representatives to such records and documentation for a period of up to five (5) years after the end of the Agreement, for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement.

16.3 The evaluation of the Agreement is a joint concern of the Department and the Recipient. To this end, the Recipient agrees that:

(a) it shall provide reports in a way that shows progress in relation to the defined objectives and expected results of the Project and participate in any evaluation of the Project as required and as mutually agreed upon;
(b) the Department may use its own resources or retain an external monitor or evaluator for an independent evaluation of the Project; and
(c) the Department may make an evaluation at any time during the term of the Agreement and for a period of up to five (5) years after the end of the Agreement to ensure compliance with the terms and conditions of the Agreement.

17. NO EMPLOYEE OR AGENCY RELATIONSHIP

Nothing in this Agreement has the effect of creating a partnership, joint venture, agency or employment relationship between the Parties. The Recipient agrees that neither the Recipient nor any of its employees, agents or subcontractors shall represent themselves in any manner to be employees, agents, or partners of His Majesty or the Department.

18. APPLICABLE LEGISLATION

18.1 The Recipient must ensure that the Project is carried out in compliance with all applicable statutes, regulations, orders, standards and guidelines and shall ensure that any consultant used in completion of the Project also complies with this provision.

18.2 The Agreement shall be governed by and interpreted in accordance with the applicable federal laws and the laws enforced in the province of Ontario.

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

19. NOTICES

19.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under the Agreement shall be sent, through the online system or via email to the email address stated at the beginning of the Agreement or the last email address provided by the Recipient to the Department.

19.2 If there is any change to the postal address, email address or contact person of a party, the party concerned shall notify the other in writing of the change, as soon as possible.

20. ASSIGNMENT

This Grant Agreement, or any of the obligations arising hereunder, shall not be assigned without the Department's prior written consent. No assignment of this Grant Agreement, or any of the obligations arising hereunder, shall relieve the Recipient of any obligation under this Grant Agreement, or impose any liability on the Crown or the Department.

21. INTELLECTUAL PROPERTY

Any intellectual property created by the Recipient during the term of this Grant Agreement shall vest in the Recipient.

22. ANTI-CORRUPTION

22.1 The Recipient declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by the Recipient, either directly or indirectly, as an inducement or reward for the award or execution of this Grant Agreement.

22.2 The Recipient declares and guarantees the Recipient:

(a) Was not convicted during a period of three (3) years prior to the submission of the application, by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption or;

(b) Is not under sanction, for an offence involving bribery or corruption, imposed by a government or a governmental organization.

22.3 Should there be any changes; the Recipient shall promptly update this declaration by completing the Anti-Corruption Declaration form that can be obtained from Global Affairs Canada's Internet site at: https://www.international.gc.ca/department-ministere/assets/pdfs/forms-formulaires/2521e.pdf. This updated declaration shall form an integral part of this Grant Agreement.

22.4 The Recipient declares and guarantees that neither the Recipient, nor any Third Party Recipients, nor, to the best of the Recipient's knowledge, any of its owners, officers or employees, or anyone acting on the Recipient's or Third Party Recipients' behalf, are currently under charge or have been convicted in a foreign jurisdiction within the past five years for bribery or corruption offences contrary to any applicable criminal law dealing with **bribery or corruption** of public officials. The Recipient understands that such foreign charges or convictions will be taken into account when the Department is considering whether to provide future funding;

22.5 The Recipient declares and guarantees that neither the Recipient, nor any Third Party Recipients, nor, to the best of the Recipient's knowledge, any of its owners, officers or employees, or anyone acting on the Recipient's or Third Party Recipients' behalf, are currently under charge in Canada for **bribery or corruption** of public officials under the Corruption of Foreign Public Officials

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

Act (CFPOA) or the Criminal Code; or have been convicted in Canada of such conduct during the past five years;

22.6 The Recipient declares and guarantees that neither the Recipient, nor any Third Party Recipients, nor, to the best of the Recipient's knowledge, any of its owners, officers or employees, or anyone acting on the Recipient's or Third Party Recipients' behalf, are currently barred from contracting with or are otherwise under sanction from the Government of Canada due to **bribery or corruption** offences; non-engagement with a National Contact Point (NCP) for the Organisation for Economic Co-operation and Development (OECD) Guidelines for Multinational Enterprises; or non-compliance with Responsible Business Conduct (RBC) best practices;

22.7 The Recipient declares and guarantees that neither the Recipient, nor any Third Party Recipients, nor, to the best of the Recipient's knowledge, any of its owners, officers or employees, or anyone acting on the Recipient's or Third Party Recipients' behalf, are currently barred from contracting with or are otherwise **under sanction** from an inter-governmental organization or an international financial institution due to bribery or corruption;

22.8 The Recipient declares and guarantees that neither the Recipient, nor any of its owners, officers or employees, nor any Third Party Recipients will knowingly engage, directly or indirectly, in **bribery or corrupt business practices** contrary to any applicable Canadian criminal law dealing with bribery or corruption of public officials, including but not limited to the Corruption of Foreign Public Officials Act (CFPOA) and the Criminal Code.

22.9 The Recipient acknowledges that the Department expects that the Recipient and any Third Party Recipients shall operate in a manner consistent with the OECD Guidelines for Multinational Enterprises on responsible business conduct. Further, the Recipient acknowledges that the Department expects that the Recipient and any Third Party Recipients shall cooperate with Canada's National Contact Point (NCP) for the Responsible Business Conduct (RBC) and the Canadian Ombudsperson for Responsible Enterprise (CORE) and that the Recipient and any Third Party Recipients shall cooperate with any proceedings before the NCP or CORE which involve a request for review that names the Recipient or any Third Party Recipients. The Recipient acknowledges that the Department shall not provide support to any Canadian organization or company that declines to engage in good faith with an NCP or CORE process and does not reflect **RBC** best practices.

22.10 The Recipient acknowledges that the Department may share information concerning bribery or corrupt business practices so obtained with Canadian law enforcement authorities.

22.11 The Recipient acknowledges that the Department expects the Recipient and any Third Party Recipients active in any country to operate in a manner that **respects human rights, including with respect to forced or compulsory labour and all applicable laws,** as well as to operate transparently and in a manner that seeks to meet or exceed international RBC standards such as the OECD Guidelines for Multinational Enterprises and the United Nations Guiding Principles on Business and Human Rights. The Recipient acknowledges that the Department will not provide funding to any Canadian organization or company that is found to be knowingly engaged in business conduct inconsistent with these standards.

22.12 The Recipient declares and guarantees that the Recipient and any Third Party Recipients have not knowingly sourced, directly or indirectly, products or services from a supplier implicated in **forced or compulsory labour or other human rights violations**. The Recipient acknowledges that any evidence that the Recipient has knowingly done so will result in the immediate termination of any existing funding agreement with the Department and a prohibition on any future applications.

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

22.13 The Recipient acknowledges that all declarations remain in effect for the duration that this agreement is in force. The Recipient also acknowledges that, during this period of validity, the Recipient has an ongoing obligation to report to the Department any material changes to statements in theses declarations concerning bribery, corrupt business practices and human rights violations, including with respect to forced or compulsory labour and all applicable laws. The Department reserves the right to terminate a contribution or grant agreement if and when a Recipient fails to meet its obligations.

22.14 The Recipient acknowledges that any declaration does not constitute a commitment by the Department to approve funding in the future. All funding decisions are made at the discretion of the Department based on information at their disposal.

22.15 The Recipient acknowledges that the Department is committed to protecting the privacy rights of individuals and safeguarding the personal information under its control. Personal information collected is administered in accordance with the Privacy Act. Individuals have the right to the protection of and access to their personal information and to request corrections where the individual believes there is an error or omission. Individuals may contact the Department's Access to Information and Privacy Protection Division to request corrections.

22.16 The Recipient shall include a corresponding provision in a Sub-Contract or Sub-Agreement that the Recipient enters into for the purpose of the Project.

23. ANTI-TERRORISM

23.1 The Recipient declares and guarantees that the funding for the purposes of the Project will not knowingly be used to benefit terrorist groups as defined in the Criminal Code R.S.C., 1985, c. C-46 or individual members of those groups, or for terrorist activities, either directly or indirectly. The Canadian government list of terrorist entities can be found at the following web address: https://www.publicsafety.gc.ca/cnt/ntnl-scrt/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-eng.aspx;

23.2 The Recipient is responsible for consulting the list in order to stay informed of the listed terrorist groups and their members and must ensure that the funding of the Department does not benefit any listed terrorist groups and their members during the period of the Agreement.

24. SANCTIONS

24.1 The Recipient warrants and covenants that neither the Recipient nor any of its directors or officers are a Designated Person, and the Recipient is in compliance with all applicable Sanctions and other controls.

24.2 The Recipient shall comply with all applicable Sanctions and other controls and shall not use, directly or indirectly, any of the financial contribution in violation of all applicable Sanctions and other controls. The Recipient will maintain in effect policies and procedures designed to reasonably ensure compliance with all applicable Sanctions and other controls by itself and its directors or officers.

25. EARLY EXIT

25.1 During the life of this Agreement, the Recipient retains the right at its sole discretion, to request a full release from this Grant Agreement, subject to the following:

(a) The Recipient shall inform the Department in writing of its desire to be relieved of its obligations under this Grant Agreement.

(b) The Recipient shall pay back to the Department the entirety of the amount paid by the Department to the Recipient by virtue of the Grant Agreement (herein call the "Exit Payment"). The Exit Payment shall constitute compensation for foregone Benefits to

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

Canada, that is, those economic and social benefits that will not be realized due to the early termination of this Grant Agreement; and

(c) At the sole discretion of the Department, and under exceptional circumstances when these are deemed by the Department to be in the best interests of Canada, the Department may consider accepting a reduced refund of the Grant known as an "Exit Payment" but this acceptance would be subject to the negotiation and signature of a "Termination and Settlement Agreement" setting out the Exit Payment and its method of payment.

25.2 The Recipient shall not be released from any of its obligations under the Grant Agreement until it complies with the requirements and conditions issued according to section 24.1.

26. SECURITY AND TRAVEL

The Recipient:

- Shall regularly consult the Country Travel Advice and Advisories issued by Government of Canada throughout the period that this Agreement is in effect and undertakes to respect any travel advisory or warning notice issued for a country/region to which it anticipates having to travel as a result of this Agreement. Country Travel Advice and Advisories are published on and are available at: http://travel.gc.ca/.

- Understands and agrees that the work and activities involved in this Project may expose the Recipient's employees and sub-contractors to risk of injury and/or death and that it is the Recipient's sole responsibility to disclose fully and openly the risks of the Project and its work and activities to the Recipient's employees and sub-contractors and that the Department shall not have any liability whatsoever in regard to such risks.

27. ENTIRE GRANT AGREEMENT

27.1 This Agreement, as well as the Adjudication Results document and declaration statements submitted by the Recipient and approved by the Program and any subsequently approved Modifications form an integral part of this Agreement.

27.2 This Agreement constitutes the entire agreement between the Parties and supersedes all previous documents, negotiations, arrangements, undertakings and understandings related to its subject matter except in relation to Eligible Expenses in the Recipient's Adjudication Results document, as noted above.

27.3 The Program has the right to refuse to award to the Recipient any subsequent grant should the Recipient fail to comply with any of the provisions of this Agreement.

The Recipient acknowledges having read and accepts the conditions set out in the Agreement. **Each Party represents and warrants that the signatories to this Grant Agreement have been duly authorized to execute and deliver this Grant Agreement.**

FOR HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER FOR INTERNATIONAL TRADE

Executed on behalf of Global Affairs Canada

_____ _____

Nathalie Dubé **Date**
Director General, Investment, Innovation and Education
Email: Nathalie.Dube@international.gc.ca
Tel: 343-203-4113

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

FOR THE RECIPIENT (Authorized Signing Authority)

DocuSigned by:
558846CF7C4549F...

1/12/2024

Stephen Lund **Date**
CEO
Email: slund@torontoglobal.ca
Tel: 416-602-0305

Canada

DocuSign Envelope ID: F3352305-8A74-446C-8F8E-A6BFAC040D92

ANNEX A: DEFINITIONS

"Adjudication Results" document is a PDF document confirming the approved activities as set out in the email sent to Recipients and maintained in the online system which includes the Components and all activities contained within, as well as a list of the eligible expenditures, as approved by the adjudication committee and which shall form an integral part of this Grant Agreement.

"Agreement" means an agreement entered into between the Department and the Recipient which describes the obligations of each party.

"Benefits to Canada" includes activities that increase communities' capacity to create jobs for Canadians, support innovation and increase exports through foreign direct investment attraction.

"Component(s)" means a category of Foreign Direct Investment activities approved by the Department. Components are listed in section 2.3.

"Designated Person" is an individual or entity that is:

- Designated in any Sanctions-related Canadian law;
- Identified in any Sanctions-related list maintained by the Government of Canada according to the most current version published by the Government of Canada via Global Affairs Canada and its official website or any replacement website or other replacement official publication of such list; or
- Identified in any other Sanctions-related list.

"Federal Government Fiscal Year" A one-year period, from April 1 to March 31, used for financial reporting and budgeting.

"Final Report" includes a comparison of planned versus actual activities, including an explanation of variances; results (both outputs and outcomes) achieved with a clear linkage to the program's objectives; an evaluation of the results; an opinion as to the successes or failure of the project in terms of meeting its objectives; and lessons learned and submitted no later than thirty (30) days after the Project Completion Date.

"Interim Report" includes an update on your organization and a description of activities and project outcomes accomplished during the government fiscal year.

"Project" is the set of Components and activities therein which are to be performed by the Recipient during the Project Phase.

"Project Phase" is the time periods between the start date of the Agreement, the Project Completion Date pursuant to article 4.2 and the expiry date of the Agreement.

"Sanctions" are economic, financial or technical assistance prohibitions, export or import restrictions, or trade, arms or material embargoes imposed, administered or enforced from time to time by the Government of Canada, including, without limiting the foregoing, pursuant to the *Special Economic Measures Act,* the *United Nations Act,* the *Justice for Victims of Corrupt Foreign Officials Act,* and any regulations made pursuant to those Acts.

"Total Eligible Project Costs" includes the costs by the Recipient for approved activities associated with the Project as set out in this Grant Agreement, Section 2, as well as the eligible expenditures contained in the Recipient's Adjudication Results document that was approved by the adjudication committee and the eligibility table on the Program website, found at https://www.tradecommissioner.gc.ca/funding-financement/canexport/community-communaute/index.aspx?