

## SERVICES AGREEMENT

This Services Agreement (the "**Agreement**") is effective on December 22, 2016 (the "**Effective Date**") and is between, **Sentis Market Research Inc.** with its office at Suite 600 – 543 Granville Street, Vancouver, British Columbia V6C 1X8 ("**SENTIS**") and **Saskatchewan Information and Privacy Commissioner** with its office at Suite 503 – 1801 Hamilton Street, Regina, Saskatchewan S4P 4B4 ("**SIPC**"). SENTIS and SIPC are collectively referred to as the "Parties" in this Agreement.

### Agreement

In consideration of the premises and mutual covenants in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), the Parties agree to the following:

#### 1. Services and Deliverables

(a) **Services and Deliverables:** Subject to the terms and conditions of this Agreement, SENTIS will perform such services and create and deliver such deliverables for SIPC (the "Services and Deliverables") as specified in Schedule "A" (Project Specifications and Timelines).

(b) **Service Level Requirements:** SENTIS will perform the Services and create and deliver the Deliverables in accordance with and subject to the terms and conditions of this Agreement and in accordance with any service level requirements which may be stated in Schedule "A" or the applicable Service Schedule.

#### 2. Payments

As full and complete compensation for the Services and Deliverables and the performance of SENTIS' obligations under this Agreement, SIPC will pay to SENTIS the fees set forth in Schedule "B" (Budget and Payment Schedule"). Fees are exclusive of any and all applicable government taxes and duties.

#### 3. Representations/Warranties

(a) **Capacity:** Each Party represents and warrants that it has, and will have at all material times, all requisite power, capacity, authority and approvals to enter into, execute and deliver this Agreement and to perform fully its obligations under this Agreement.

(b) **SENTIS Representations, Warranties and Covenants:** SENTIS represents, warrants, and covenants with and to SIPC as follows:

(i) **Professional Standards:** The Services will be performed and the Deliverables will be created and delivered in accordance with the requirements of this Agreement and in a competent and professional manner consistent with industry standards;

(ii) **Third Party Rights/Applicable Law:** The Services and Deliverables and their use by SIPC and its successors, assigns and licensees in accordance with this Agreement do not and will not infringe on any rights of any other person or violate any applicable laws, including, without limitation, anti-spam legislation in Canada (S.C. 2010, c. 23), as amended from time to time;

- (iii) **Compliance:** In performing the Services and delivering the Deliverables, SENTIS will observe and comply with, and will ensure that its employees and permitted agents, representatives and contractors (if any) observe and comply with, all applicable laws, regulations, guidelines and standards imposed by any government or any other duly constituted authority having jurisdiction with respect to SENTIS and the performance of the Services and delivery of the Deliverables.

#### 4. Indemnification

- (a) **Definitions:** In this Agreement:

- (i) **"Claims"** means any and all third party claims, counterclaims, complaints, demands, causes of action, liabilities, obligations, damages, legal fees, costs, expenses, and disbursements, including without limitation reasonable attorneys' fees and court costs, of any nature or kind, whatsoever and howsoever arising, whether known or unknown, whether in law or in equity or pursuant to contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal;
- (ii) **"Proceedings"** means any and all third-party actions, suits, proceedings, and hearings of any nature and kind in any court of law or equity or before any arbitrator or other body, board or tribunal; and
- (iii) **"Representatives"** means directors, officers, employees, agents and other representatives of a Party.

(b) **Indemnity:** SENTIS will defend, indemnify, save and hold harmless SIPC and each of its Representatives from and against any and all Claims and Proceedings, directly or indirectly arising from, connected with or relating to: (i) any breach of this Agreement by SENTIS; (ii) any negligence or misconduct by SENTIS, its Representatives or any other person for whom SENTIS is under this Agreement or in law responsible for; or (iii) any proven or unproven allegation or claim that the Services or Deliverables or SENTIS' performance of its obligations under this Agreement infringes or violates any applicable laws or the rights (including intellectual property, industrial property, moral, privacy, and publicity rights) of any other person or unfairly competes with any other person. SIPC and its Representatives retain the right to participate in the defense of and settlement negotiations relating to any and all Claims and Proceedings with respect to which an obligation of indemnification arises hereunder with counsel of their own selection at their sole cost and expense. SENTIS will not settle a Claim or Proceeding with respect to which an obligation of indemnification arises hereunder without the prior written consent of SIPC, which consent will not be unreasonably withheld or delayed. SENTIS will assist and co-operate as fully as is reasonably required by SIPC in the defence of any and all Claims and Proceedings with respect to which an obligation of indemnification arises hereunder.

#### 5. Proprietary Rights

(a) **Deliverables:** Ownership of any reports, documentation, materials, questionnaires, data files or findings produced by SENTIS for SIPC pursuant to this Agreement shall reside with and belong to SIPC.

(b) **SIPC Materials:** All materials provided by or on behalf of SIPC or its Representatives to SENTIS in connection with this Agreement or the Services and Deliverables and all derivative works thereof

(collectively "**SIPC Materials**") will at all times remain the sole and exclusive property of SIPC or its Representatives. SENTIS will not acquire any right, title or interest in, to or associated with the SIPC Materials other than a limited license to use the SIPC Materials for the sole purpose of the performing its obligations under this Agreement.

## **6. Confidential Information**

(a) **Confidentiality Obligation:** By virtue of this Agreement, SENTIS may have access to information that is confidential to SIPC, including, but not limited to, information in any form (whether written, electronic or oral) about SIPC's business operations, business plans, finances and other proprietary and confidential information that derives actual or potential value from not being generally known or readily ascertainable or is clearly identified as confidential (collectively, "**Confidential Information**"). SENTIS will: (i) use Confidential Information only as necessary to perform its obligations under this Agreement; (ii) disclose Confidential Information only to its employees and only in accordance with section 6(b) of this Agreement; (iii) both during and after the term of this Agreement, maintain the strict confidentiality of Confidential Information using the same degree of care as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated, and in no event less than reasonable care, to prevent the unauthorized use or disclosure of Confidential Information; and (iv) ensure that all of its employees comply with the restrictions and requirements set forth in this section 6(a).

Notwithstanding the foregoing, SENTIS may disclose Confidential Information to the extent such disclosure is required by a valid order of a court, tribunal or governmental body or institution of competent jurisdiction and authority or by applicable law, provided that before making any such disclosure SENTIS gives reasonable notice to SIPC of the potential disclosure and reasonably assists SIPC in seeking a protective order preventing or limiting the potential disclosure or use of Confidential Information.

(b) **Data Handling:** SENTIS will limit the disclosure of Confidential Information only to those of its employees who have a "need-to-know" as necessary for SENTIS to perform its obligations under this Agreement. Subject to applicable laws, SENTIS will delete Confidential Information about SIPC members once the purpose of the use of such information has been fulfilled, in accordance with sections 6(d) and (e).

(c) **Notification:** SENTIS will promptly notify SIPC of any unauthorized use or disclosure of Confidential Information within twenty-four (24) hours of SENTIS becoming aware of any such unauthorized use or disclosure.

(d) **Return and Destruction of Confidential Information:** At any time upon request by SIPC and immediately upon termination of this Agreement, SENTIS will promptly: (i) cease to access or use Confidential Information; (ii) deliver to SIPC all originals and copies of Confidential Information and all documents, data and materials containing Confidential Information in SENTIS's possession, power or control; and (iii) delete all Confidential Information from any and all of SENTIS's computer systems, retrieval systems and databases. Upon request by SIPC, SENTIS will provide SIPC with a statutory declaration confirming that SENTIS has complied with this section 6(d).

(e) **Compliance, Privacy & Network Security:** SENTIS will comply with and adhere to all requirements and obligations set out in Schedule "C" (Compliance, Privacy & Network Security).

## 7. Term and Termination

(a) **Term:** The term of this Agreement shall commence on December 22, 2016 and remain in full force and effect until April 30, 2017.

(b) **Termination by SIPC:** Notwithstanding any other provision of this Agreement, SIPC may in its discretion terminate this Agreement or any or all Schedules at any time upon providing SENTIS with thirty (30) days prior notice. If SIPC terminates this Agreement pursuant to this section 7(b), SIPC will pay SENTIS for the Services and Deliverables provided and accepted prior to the termination date.

(c) **Termination for Cause by Either Party:** Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement or any or all Schedules for cause effective immediately upon delivery of notice of termination to the other Party if: (i) the other Party materially breaches this Agreement; (ii) an audit of the Services or controls at SENTIS reveals that SENTIS is not maintaining information security, processing integrity or availability to the satisfaction of SIPC, acting reasonably; or (iii) the other Party becomes insolvent, bankrupt or takes the benefit of any insolvency or bankruptcy statute or makes a general assignment for the benefit of creditors.

(d) **Parties' Obligations on Termination:** Upon the termination of this Agreement: (i) SIPC will pay to SENTIS all fees and expenses due and owing for Services and Deliverables performed, delivered to and accepted by SIPC as of the termination date; (ii) SENTIS will deliver to SIPC final Deliverables for all completed Deliverables and all work in progress regarding incomplete Deliverables for which SIPC has paid the relevant payments; (iii) if SIPC has paid fees in advance (before Services are performed and Deliverables are delivered and accepted), SENTIS will refund to SIPC all such fees less the amount of any payments required pursuant to this section 7(d); and (iv) SENTIS will return to SIPC such Confidential Information as may be requested by SIPC and destroy all remaining Confidential Information in accordance with section 6(d).

## 8. General Matters

(a) **Interpretation:** In this Agreement: (i) a reference to "this Agreement" and other similar terms refers to this Agreement (including the Schedules) as a whole, and not just to the particular provision in which those words appear; (ii) headings in this Agreement are for reference only and do not define, limit or enlarge the scope or meaning of this Agreement or any of its provisions; (iii) words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, societies, and corporations; (iv) words importing the singular number only include the plural and vice versa; (v) words importing any gender include both genders; and (vi) references to currency are to the currency of Canada. This Agreement includes various Schedules, each of which is incorporated into and forms an integral part of this Agreement. In the event of any inconsistency or conflict between this Agreement and any Schedule, this Agreement will govern unless the Schedule expressly states that it takes priority over specific provisions of this Agreement, in which case the Schedule will take priority over the specified provisions but only to the extent of the inconsistency or conflict.

(b) **Notices:** All notices, statements or documents that either Party to this Agreement is required to or elects to give to the other will be in writing and will be mailed or delivered to the addresses of the Parties set out below. The Parties' addresses for mail and delivery as set out below may be changed by a Party giving notice to the other Party hereto in the manner provided above. Each notice, statement or other document so delivered, except as this Agreement expressly otherwise provides, shall be conclusively

deemed to have been given when delivered personally, or in the case of delivery by mail, five (5) business days after the date of mailing.

(c) **Enurement:** The provisions of this Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

(d) **Assignment:** SENTIS may not assign, transfer or subcontract all or any part of this Agreement or SENTIS's entitlements, rights, duties or obligations under this Agreement to any other person without SIPC's prior written consent.

(e) **Remedies:** Except as expressly set forth in this Agreement, the Parties' respective rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which the Parties may be lawfully entitled under this Agreement or at law or equity, and the Parties will be entitled to pursue any and all of their respective rights and remedies concurrently, consecutively and alternatively.

(f) **Severability:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, then the provision will be deemed to be severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of any such severance this Agreement would fail in its essential purpose.

(g) **Relationship of Parties:** The Parties are independent, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, or other similar relationship between the Parties.

(h) **Complete Agreement:** This Agreement (including the Schedules) sets forth the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes any and all previous communications, representations, negotiations, discussions, agreements, or understandings, whether oral or written, between them with respect to the subject matter of this Agreement. This Agreement may be modified only by a written instrument signed by both Parties or their successors or permitted assigns.

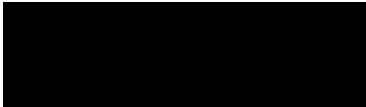
(i) **Survival:** All provisions of this Agreement, which by their nature ought to survive the termination or expiry of this Agreement shall so survive such termination or expiry, including, without limitation, sections 4 (Indemnification), 5 (Proprietary Rights), 6 (Confidentiality), 7(d) (Parties Obligations on termination), 9 (General) and Schedule "C" (Compliance, Privacy & Network Security).

(j) **Counterparts:** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Counterparts may be executed original or faxed form, or other form of electronic transmission.

IN WITNESS WHEREOF the Parties, by their duly authorized representatives, have executed this Agreement on the dates set out below.

**Saskatchewan Information and Privacy  
Commissioner**

Signed:



Name and Title:

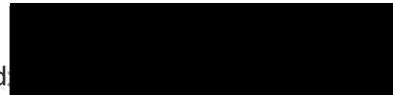
Ronald J. Kruzeniski, Q.C. ,  
Information and Privacy Commissioner

Date: December 22, 2016

Suite 503 – 1801 Hamilton Street, Regina,  
Saskatchewan S4P 4B4

**Sentis Market Research Inc.**

Signed:



Name and Title:

Adam Di Paula, Managing Partner

Date: DECEMBER<sup>22</sup>, 2016

Suite 600 - 543 Granville Street  
Vancouver BC V6C 1X8

**Schedule "A"**  
**Project Specifications & Timelines**

The following services and deliverables will be provided under this agreement.

- Adapting the BC Office of the Information and Privacy Commissioner survey "Information Privacy and Access to Information Survey" for administration to Saskatchewan residents
- Designing a sampling plan to collect valid and reliable survey data from 1,000 Saskatchewan residents
- Programming the survey or online administration
- Enlisting one of Sentic's preferred online panel sample providers to direct qualifying online panelists to the survey hosted by Sentic
- Collecting 1,000 survey responses in accordance with the sampling plan
- Data coding and tabulation
- Producing a report illustrating the results for Saskatchewan and British Columbia residents

**Sampling Plan**

Region	% of Population	Sample Size
Regina	30%	300
Saskatoon	46%	450
Southern Saskatchewan	16%	170
Northern Saskatchewan	8%	80
<b>Total</b>	<b>100%</b>	<b>1000</b>

**Timeline**

Task/Deliverable	Date(s)
Survey finalized	Dec. 22, 2016
Online survey test link provided to SIPC for review	Jan. 9
Survey data collection	Jan. 11-Jan. 17
Data processing and tabulation	Jan. 18 – Jan. 23
Report delivery	Jan. 27

**Schedule "B"**  
**Budget and Payment Schedule**

**Budget**

Service/Deliverable	Amount
Project management, including survey revisions, programming, correspondence, and project updates	\$950
Data processing and tabulation	\$800
Data collection	\$10,500
Analysis and reporting	\$2,000
<b>Total (excluding tax)</b>	<b>\$14,250</b>

**Payment Schedule**

100% of the project budget will be invoiced upon delivery of the report.



## **Schedule "C"** **Compliance, Privacy & Network Security**

### **Compliance with MRIA Guidelines and Ethics**

Sentis does and will operate throughout the term of this Agreement in full compliance with the Marketing Research and Intelligence Association (MRIA) research guidelines and ethics, including, without limitation, the *Code of Conduct and Good Practice for Members of the Marketing Research and Intelligence Association* (December 2007).

### **Compliance with FOIPPA, PIPEDA & PIPA**

Sentis has appointed a Privacy Officer whose role is to ensure that our policies and procedures always meet and exceed the requirements of the *Freedom of Information and Protection of Privacy Act* (British Columbia), the *Personal Information Protection and Electronic Documents Act* (Canada) and the *Personal Information Protection Act* (British Columbia).

### **Compliance with Canadian Anti-Spam Legislation (CASL)**

While the MRIA has stated that market research is exempt from CASL, we still take the following measures to be compliant with CASL:

- There is always an 'Opt Out' option in our email invitations/reminders
- Our full mailing address and phone number are in the email invitations/reminders
- We include our toll free line and a dedicated help email address in the email invitation so that respondents can easily contact us
- Our emails are only to ask for participation in a voluntary survey. Individuals are not contacted for any other purpose
- Our email invitations are directed at clients, customers or members, that is, individuals who, because of their relationship with the sponsoring organization, have given implied permission to be contacted for market research purposes

### **Survey Opt Out Practices**

For telephone and online survey methodologies, we manage 'Do Not Contact' (DNC) protocols, and for studies where we email survey invitations, we stay compliant with CASL, as detailed above, even though market research is exempt for CASL according to the MRIA.

We update our 'Do Not Call' list after each telephone study and prior to launching a new telephone survey we scrub/clean the listings against our up-to-date DNC list.

For online survey invitations, we also keep 'Do Not Contact' lists by client which are continually updated. Again, prior to the launch of any study, we scrub our study listings against the DNC lists.

### **Employee Security Protocols & Data Access**

All Sentis employees are provided with a list of expectations regarding the handling of personal information whether it is provided by the client and/or collected from the respondent. Employees are required to sign a confidentiality statement indicating they understand that they are often provided with confidential information and acknowledge that this information must be handled according to our policies and procedures.

The Sentis staff members who have access to the personal data are researchers and sampling/data processing team members. Telephone interviewers have "read only" access to the personal information on an individual case basis, meaning they can view information in order to make contact for a given survey, but have no other access.

All entries into Sentis' computer networks require a login and a strong password. Password changes are enforced every 90 days, have an 8 character minimum and lock-out occurs after three failed password attempts. User names are assigned by Sentis' IT department. All access to networks is logged and computers are set to time-out if left unattended. To avoid an email breach, all client data containing personal information is transferred on a secure FTP site, or alternately, via an encrypted email.

Unauthorized electronic access to the network is prevented by multi-level firewalls and by individual password protection. All mobile devices with email access are forced to have a password to access the phone and can be remotely wiped. All personal information files are password-protected and encrypted using secure procedures and only those employees who need access to the files are provided with the password.

Terminated employee accounts are immediately disabled, the passwords are changed and any emails subsequently sent to terminated employees are automatically forwarded to the direct manager. Contracted personnel are not given access to our network.

### **Servers and Operating Systems**

All data for our Canadian based clients is stored on one of two secure Canadian-owned servers in BC. (One is located at Sentis' office in downtown Vancouver; the other is at PEER1 Data Centre, located at 555 West Hastings Street, Vancouver). Both servers are kept in a dedicated and locked space with 24-hour electronic security.

Sentis uses Exchange 2010 and Active Directory to manage our internal network systems. All operating systems are automatically updated to ensure the necessary and latest security patches and fixes are installed and Sentis' IT team also conducts manual checks of the operating systems on a regular basis.

Sentis monitors its systems using a remote dashboard, log files and alert emails. Our systems employ host based IDS and logs are reviewed on an alert-issued basis. Audit logs are implemented on all our systems that store or process sensitive information. Logs are kept for 3 months and reviewed before deletion.

All of our systems employ anti-virus software which is automatically updated.

### **Outside User Access Security**

Client access to our servers is limited to providing secure FTP data file transfer services and access to our online reporting portals. All our portals reside on Sentis' secure servers and can only be accessed by outside users with assigned logins and passwords. Sentis adheres to the following security practices:

- Use company email addresses for logins – this makes it easy to keep track of users and delete system users if they leave the company.
- Set strong passwords – at least 8 characters long with alphanumerics and symbols.
- Regularly review the list of portal users and delete those users who are no longer active users, who have left the company, etc.
- Force password changes on a regular basis.
- Have 2-Step authentication

Sentis can also setup login with LDAP, SAML and ADFS.

### **Transferring Data Files & Data Protection**

Sentis uses a secure FTP whenever transferring confidential files (typically client or customer lists for surveying). We are able to transfer files using either Sentis' own SFTP site or our clients' secure transfer services.

For any data collection sites (e.g. online surveys) and online presentation of data (e.g. a custom online reporting site) we have SSL certificates (https). With regard to data collection, if any of our clients prefer to use their own SSL certificates for one of their subdomains (e.g. survey.clientname.com) we can accommodate that request.

All of our backup files are encrypted (during transfer and storage) and reside within Canada.

### **Disaster Recovery**

Sentis' Disaster Recovery Plan is based on the federal government's Officer of the Privacy Commissioner of Canada's protocols for privacy breaches. Once the conclusion has been reached that Sentis' systems have been breached and/or data/information may be lost or stolen, the followings steps are taken.

1. The staff member first encountering the issue immediately informs their manager, the IT department head and our Privacy Officer
2. Using the federal government guidelines for data/information breaches/losses/thefts, the employee follows and fills in the check list in the link below and sends the form to all three of the individuals named in Step 1.  
[https://www.priv.gc.ca/information/guide/2007/gl\\_070801\\_checklist\\_e.pdf](https://www.priv.gc.ca/information/guide/2007/gl_070801_checklist_e.pdf)
3. Managers then add to this form to the best of their ability and the Privacy Officer finalizes this report.

4. Sentis' IT manager and Privacy Officer follow the steps in the following document and execute them immediately. [https://www.priv.gc.ca/information/guide/2007/gl\\_070801\\_02\\_e.pdf](https://www.priv.gc.ca/information/guide/2007/gl_070801_02_e.pdf)

Notwithstanding the foregoing, if it is necessary or advisable to provide notification of a privacy breach to individuals or any governmental body or agency, Sentis will coordinate such notification with SIPC if the breach involves information about SIPC members, customers or employees.

#### **Monitoring Security Risks**

Sentis receives regular vulnerability advisories in the form of email alerts from CERT and from Public Safety Canada <http://www.publicsafety.gc.ca/cnt/rsrscs/cybr-ctr/index-eng.aspx>