

DIALOGUE SERVICE AGREEMENT

This services agreement (the “**Agreement**”) is made between the following parties and includes by reference the attached Terms and Conditions and Schedules, which, together, form an integral part hereof.

This Agreement is effective as of April 15, 2024 (the “**Effective Date**”) between **Dialogue Health Technologies Inc.**, a corporation legally constituted, having its head office at 390 Notre-Dame St W, Suite 200, Montreal, QC, H2Y 1T9 (“**Dialogue**”) and **The Corporation of the United Counties of Prescott and Russell**, a corporation legally constituted, having its head office at 59 Court Street, L'Orignal, Ontario, K0B 1K0, Canada (“**Employer**”). For the purposes of this Agreement, “Employer” is deemed to include the Employer and all of its affiliates using the Services as communicated by the Employer in writing from time to time.

The following Service(s) is/are hereby subscribed by the Employer under this Agreement and with the specific terms and conditions provided under this Agreement:

Services	Monthly Fee
Primary Care (As more specifically described in Schedule A)	\$3.36 (plus applicable taxes) per month per Employee [^]
Mental Health+ (As more specifically described in Schedule A)	\$5.63 (plus applicable taxes) per month per Employee [^]
Employee Assistance Program (Standalone) (As more specifically described in Schedule A)	\$3.44 (plus applicable taxes) per month per Employee ^{^*}
Employee Assistance Program (Bundled with Mental Health+) (As more specifically described in Schedule A)	\$0.60 (plus applicable taxes) per month per Employee ^{^*}
Wellness (As more specifically described in Schedule A)	\$1.87 (plus applicable taxes) per month per Employee [^]

[^]Fees are more detailed in Schedule B

^{*}to the exclusion of the critical incident response services, see critical incident response services fees in Schedule A

The Total Monthly Fees for the Services will be of \$11.47 (plus applicable taxes) per month per Employee for the full suite of services and \$3.44 for Employee Assistance Program as stand-alone service. The Fees will be invoiced by Dialogue on a monthly basis and will be paid by the Employer pursuant to this Agreement.

As of April 15, 2024 (“**Launch Date**”), the Employer will be granted access to Dialogue’s virtual platform which allows the End Users to benefit from the Services. The Services will be made available to all End Users on the Launch

Date, upon completion of enrolment. As of Launch Date, the total number of eligible employees is: 1,100. The number of Employees can be adjusted by the Employer through the Dialogue administrative portal.

BY SIGNING BELOW, the Parties agree to be bound by the terms of this Agreement which incorporates terms and conditions attached hereto including without limitation all Schedules referred to below.

Dialogue Health Technologies Inc.	
Name:	Title:
Signature:	Date:
Name:	Title:
Signature:	Date:

The Corporation of the United Counties of Prescott and Russell	
Name:	Title:
Signature:	Date:
Name:	Title:
Signature:	Date:

TERMS AND CONDITIONS

This Agreement provides for the subscription by Employer of the Services described on the face page of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1 DEFINITIONS

The following terms, when used herein in the Agreement and not defined directly in the Agreement, shall have the meanings set forth or referenced below. Definitions shall be deemed to refer to the singular or plural as the context requires.

- (a) “**Agreement**” means the Agreement entered into between Dialogue and the Employer;
- (b) “**Dependents**” means the children of the Employee or of the Employee’s Spouse (other than foster children) who (i) are not married or in any other formal union recognized by law, (ii) are under the age of 21 or under the age of 26 if they are full-time students, and (iii) live in the same household as the Employee or resides next to their university or school;
- (c) “**Employee**” means a person employed by the Employer who is eligible to the Services according to the Employer’s employee benefit plans and policies;
- (d) “**End Users**” means the Employees and their Spouse and Dependent(s);
- (e) “**Launch Date**” means the first date on which the Services are made available to the End Users by Dialogue;
- (f) “**Personal Information**” shall mean information that is about an identifiable individual or that allows an individual to be identified;
- (g) “**Security Breach**” shall mean any actual or suspected, whether or not intentional, (i) disclosure, access to or use of any Personal Information in breach of this Agreement by Dialogue or (ii) unauthorized intrusion into Dialogue’s systems or any Subcontractors systems containing any Personal Information, resulting in a real risk of significant harm; and
- (h) “**Spouse**” means a (i) spouse by marriage or under any other formal union recognized by law, or (ii) a person of the opposite sex or of the same sex who is publicly represented as a spouse for a period of at least 12 months, provided that only one spouse can be recognized per Employee and that the termination of cohabitation terminates the eligibility of a common-law spouse.

ARTICLE 2 SCHEDULES

This Agreement includes and incorporates the Schedules and the Employer will comply with their terms and provisions.

ARTICLE 3 TERM AND TERMINATION

3.1 Term

This Agreement will commence on the Launch Date, scheduled on April 15, 2024 and will remain in effect for a period of 36 (i.e. April 14, 2027) months (the “**Term**”). Once the Term expires, this Agreement shall be renewed automatically for successive one year periods (the “**Renewal Term**”) unless terminated pursuant to Article 3.2.

3.2 Termination

- a) This Agreement or any of the Services may be terminated by either party at any time for any reason by providing 120 days advance written notice to the other party. In the event of termination pursuant to this paragraph, the Employer agrees to pay Dialogue for any amount of fees due to Dialogue up to the date of the termination. Each party understands and agrees that this termination mechanism is the only one to be used in case of termination without cause and Parties unequivocally renounce their rights provided by the Quebec Civil Code to unilaterally resiliate the contract.

- b) The Employer may terminate this Agreement immediately with written notice in the event of Dialogue's breach of any material term of this Agreement that is not cured within thirty (30) days following receipt of written notice of the breach from the Employer.
- c) Dialogue may immediately terminate this Agreement in the event of non-payment of fees when due.

ARTICLE 4 FEES, INVOICING AND PAYMENT

4.1 Fees

The Employer shall pay Dialogue the Fees identified in Schedule B plus all applicable taxes (the "Fees").

ARTICLE 5 INTELLECTUAL PROPERTY

5.1 Deliverables

Dialogue retains all rights, including intellectual property rights, in all materials, trademarks, trade names, patents, software, documentation, tools, know-how, techniques, processes and methodologies that may be supplied to the Employer or created or used by Dialogue in the performance of the Services in the Territory ("**Deliverables**"). The Employer shall not in any way modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to exploit the Deliverables or change the organization of the Deliverables.

5.2 License to use

Dialogue grants the Employer a non-exclusive, non-transferable, license to use the Deliverables for which Dialogue owns the intellectual property rights, for the purpose of receiving the Services in the Territory and for the duration of the Agreement only. This license does not confer any intellectual property rights to the Employer.

This Agreement shall not be construed as precluding or limiting in any way Dialogue's right to provide similar or other services of any kind or nature to any person or entity.

ARTICLE 6 REPRESENTATIONS, OBLIGATIONS, INDEMNIFICATION AND LIMITATION OF LIABILITY

6.1 Representations

- (a) **Dialogue.** Dialogue is a corporation incorporated under the laws of Canada, and has the necessary authority, power and capacity to enter into the Agreement and to perform its obligations hereunder.
- (b) **Employer.** Employer is duly formed under the laws of its jurisdiction of formation and has the necessary authority, power and capacity to enter into the Agreement and to perform its obligations hereunder and this Agreement has been duly and validly authorized, executed and delivered by the Employer and constitutes a legal, valid and binding obligation of the Employer.

6.2 Employer Obligations

The Employer will be responsible for the timeliness, accuracy and completeness of all data and information provided to Dialogue and it understands that Dialogue will not independently verify such information. The Employer shall cooperate with Dialogue in the performance of the Services.

6.3 Dialogue Obligations

- (a) The Services will be performed in a good and professional manner, and in compliance with all applicable laws by qualified personnel who Dialogue has made all reasonable commercial efforts to ensure that they are in good standing with the applicable regulatory body and who has the necessary qualifications, knowledge, skill and experience to perform the Services.

- (b) Dialogue will (i) directly or through the engagement of a reputable firm screen and vet including, without limitation, conducting, where appropriate, background checks, on all employees, contractors and health care practitioners providing Services hereunder; and (ii) be responsible to annually verify that all health practitioners providing the Services are duly registered with their respective regulatory body.
- (c) ensure or cause each of Dialogue Personnel to agree, in writing, to protect the confidentiality and security of all data, and otherwise exercise the necessary and appropriate supervision over its Personnel, and properly advise and train each on the requirements of Dialogue under applicable laws and Dialogue Privacy Policy;

6.4 Limitation of liability

The parties understand and agree that:

- (a) Except in case of (i) gross negligence, fraud or willful misconduct, (ii) intellectual property right infringement or (iii) body injury, Dialogue's liability, if any, to any person, arising out of or in any way related to the Agreement or the performance of its duties and obligations under the Agreement and these standard terms and conditions, shall for all purposes in total be limited to direct damages in an amount not to exceed the aggregate amount of Fees paid by the Employer for the Services during the last twelve (12) months period prior to the event giving rise to the claim.
- (b) In no event shall Dialogue or the Employer have any liability at any time for any loss of profits, loss of business revenue, failure to realize expected savings, or for any indirect, special, or consequential damages, even if advised of the possibility of such damages.
- (c) Any liability arising out of or relating to the provision of the Services by the licensed professionals providing the Services to the End Users is subject to such provider's professional liability.
- (d) Dialogue shall not be liable for any unavailability, suspension or termination of any Services, or any other performance issue that results from:
 - 1. A suspension or remedial action applied to any End Users in relation with a breach of Dialogue Terms of Use;
 - 2. Any force majeure event (which shall be deemed to include for the purposes of this Agreement, pandemic events, such as the current COVID-19 pandemic as already declared), terrorism or other disaster or emergency situation, Internet access of any End Users, or problems beyond the demarcation point of the Employer's network);
 - 3. Failure of equipment, software, or other technology belonging to the Employer or the End Users (other than third party equipment within Dialogue direct control); and
 - 4. Any service maintenance.

6.5 Indemnification

- (a) Dialogue agrees to hold the Employer and its directors, officers and employees harmless from any and all claims and law suits including reasonable legal fees and expenses resulting from, or arising out of (i) any gross negligence, fraud or willful misconduct on the part of Dialogue or (ii) any failure to comply with its obligations under the Agreement and under applicable law.
- (b) The Employer agrees to hold Dialogue and its directors, officers, and employees harmless from any and all claims and lawsuits including reasonable legal fees and expenses, resulting from the Employer's failure to comply with its obligations under the Agreement and under applicable law.

ARTICLE 7 CONFIDENTIALITY AND DATA PRIVACY

7.1 Confidentiality

During the course of the Service Agreement, each party may be given access to information (verbally or in hardcopy and/or electronic form) that relates to the other party's development, business activities or technical knowledge, which is identified by the discloser as confidential or would be treated as confidential by a reasonable person given the nature of the information or the circumstances surrounding its disclosure or access ("**Confidential Information**"). Confidential Information does not include

information that is in or subsequently enters the public domain; that is now or subsequently becomes known to a party without breach of any confidentiality obligation hereunder; that is independently developed by a party; or that is approved for release by written authorization of disclosure. Each party will treat as such all confidential information obtained from the other party in the course of performing the Services and, except as provided in this paragraph, will not use or disclose such information except in connection with the performance of the Services, only to the extent reasonably necessary for purposes of the Service Agreement. Subject to the paragraph above, this restriction will not apply to any Confidential Information that a party is required by law or professional standards to disclose.

7.2 Data Privacy

- (a) Dialogue will abide by all applicable privacy legislation in the Canadian jurisdictions where Services are performed (including, for greater certainty, all applicable privacy legislation in the Canadian jurisdiction where the End User is located).
- (b) For greater clarity, the Employer hereby acknowledges that for the purposes of this Agreement and in order to provide the Services, (i) during onboarding, the Employer may provide Dialogue with Personal Information; and (ii) Dialogue will collect (or re-collect through the platform, as appropriate), process, use or have access to Personal Information of End Users. Each Party hereby acknowledges that Personal Information shall be collected and processed in accordance with all applicable laws related to Personal Information and that Personal Information collected directly by Dialogue will be processed in accordance with Dialogue Privacy Policy as available here: <https://www.dialogue.co/en/privacy>.
- (c) Dialogue shall only process Personal Information for the purposes of rendering the Services and not process any Personal Information in any other manner without the express prior written consent of the End Users or as per Dialogue Privacy Policy, as applicable;
- (d) Dialogue shall not disclose (and not allow any of its personnel to disclose) in any manner whatsoever any User's Personal Information to any third party without the prior written consent of the End Users;
- (e) Dialogue shall dispose of any Personal Information in accordance with Dialogue Retention Policy;
- (f) to the extent permitted by applicable laws (including any laws pertaining to medical records retention), upon the receipt of the End Users' written instruction, Dialogue shall immediately return or dispose of all Personal Information in the possession or control of Dialogue and certify to the End User in writing upon completion of any such delivery or disposal. In the event that any applicable laws does not permit Dialogue to comply with the delivery or destruction of the Personal Information, Dialogue warrants that it shall ensure the strict confidentiality of the Personal Information in accordance with said laws.

7.3 Data Transfer

When transferring Personal Information, each Party shall:

- (a) provide effective and secure file transfer mechanisms for the communication of any Personal Information, as appropriate and it being acknowledged that transfer of Personal Information between the Employer and Dialogue will only be made on exceptional basis, upon consent of the relevant End User(s);
- (b) encrypt, using industry standard encryption tools, all records and files containing Personal Information that said Party either transmits or sends wirelessly or across public networks (i.e., the Internet), and to the extent applicable, stores on laptops or storage media or where technically feasible, stores on portable devices. Each Party shall safeguard the security and confidentiality of all encryption keys associated with encrypted Personal Information; and
- (c) where any disclosure or transfer of Personal Information is required by law promptly notify the End Users as appropriate, in writing before complying with any such requirement for disclosure or transfer.

7.4 Security

- (a) Dialogue will implement and maintain administrative, physical, and technical safeguards that prevent any unauthorized use of Personal Information, including, without limitation, appropriate technical and organizational measures. The safeguards shall include, at a minimum, an information security program that meets prevailing industry practice standards to safeguard Personal Information. Such information security program shall include, without limitation (i) adequate physical security of that Party's facilities where Personal Information is stored, (ii) reasonable precautions taken with

respect to the employment of and access given to that Party's personnel, and (iii) an appropriate network security program applicable to the Party's system.

- (b) Dialogue further represents and warrants that Personal Information that it will keep all such Personal Information, materials, documents, archives and backups under its control securely and logically segregated, including by implementing any necessary access barriers and password authorization procedures in connection therewith.
- (c) when required by applicable laws, Dialogue notify End Users and any relevant governmental entities as appropriate in writing upon Dialogue becoming aware of any Security Breach involving Personal Information under its control;
- (d) Dialogue will notify the Employer upon Dialogue becoming aware of any Security Breach involving Personal Information under its control.

7.5 Data Residency

Unless the Employer requires Services to be provided to End Users outside Canada, Dialogue shall not store (storage at rest) any End Users' Personal Information provided by the Employer for the purpose of performing the Services or collected from the End User through the virtual platform for the purpose of performing the Services outside of Canada. Employer understands and agrees that any Personal Information that would be communicated to Dialogue outside the scope of performing the Services such as, but not limited to, technical support or for the purpose of the business relation between the Parties will be stored in facilities that meet prevailing industry practice standards and if possible in Canada.

ARTICLE 8 SUBCONTRACTORS

8.1 Execution by Dialogue Subcontractors

When the execution of a service is rendered by a Dialogue subcontractors, Dialogue undertakes to:

- a) Comply and cause its professionals and counselors subcontractors to comply with Article 7;
- b) Maintain order and discipline among its employees, subcontractors, suppliers or other persons acting under its supervision or authority for the performance of the Services. As such, it shall remain liable for any direct damages resulting from a breach of this obligation; and
- c) Maintain full responsibility for the quality of the Service and the services performed by its employees and subcontractors.

ARTICLE 9 GENERAL

9.1 Governing Law

The Agreement and these standard terms and conditions shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

9.2 Territory

The Services are exclusively available in Canada, for End Users located in Canada.

9.3 Survival

Terms which by their nature survive termination of this Agreement shall survive, including article 1 (Definitions), article 5 (Intellectual Property Rights), article 6.3 (Limitation of Liability), article 6.4 (Indemnity), article 7 (Confidentiality and Data Privacy), article 9.1 (Governing Law) and article 9.4 (Independent Contractor).

9.4 Independent Contractor

It is understood and agreed that each of the parties is an independent contractor and that neither party is, nor shall be considered to be an agent, distributor, partner, fiduciary or representative of the other. Neither party shall act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

9.5 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all other oral or written representations, proposals, understandings or agreements relating to the subject matter thereof.

9.6 Notice

Unless otherwise indicated, each notice to be given to a party under this Agreement must be given in writing by email or delivered personally or by courier, sent by mail or sent by prepaid registered mail. Notices given to the Employer shall be sent to the address set out in this Agreement. Notice given to Dialogue shall be sent to:

Dialogue Technologies Inc.
390 Notre-Dame St W, #200
Montreal, QC H2Y 1T9
Email : clients@dialogue.co

9.7 Assignment

This Agreement shall be binding upon both parties and their respective successors and permitted assigns. Dialogue is permitted to assign, transfer or delegate any of its rights or obligations to any affiliate or successor in interest to all or substantially all of the assets or business of the relevant Dialogue practice, without Employer's consent, in which case, such affiliate or successor in interest shall be bound by and entitled to the benefit of the terms of this Agreement.

9.8 Severability

In the event that any provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such provision shall be valid and enforceable to the fullest extent permitted by law.

9.9 Force Majeure

A party shall not be liable for failure to perform any of its obligations under this Agreement if such failure is due to an act of God, fire or explosion, strike, lock-out, conditions of war, act of military authority, terrorist attacks, blackouts, rebellion or civil disobedience, a global pandemic or other impediment beyond its control.

9.10 Regulatory Change

In the event of any introduction of and/or any change in any applicable law, rule, regulation, official interpretation thereof or official directive ("**Regulatory Change**") which results in affecting the ability of the Supplier to perform any obligation under this Agreement or any of its SOW, the affected obligation would be considered excluded from the Agreement and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

9.11 Marketing

The Employer acknowledges and agrees that Dialogue has the right to use the Employer's name and logo ("Employer's IP") in Dialogue sales presentations, website and social media posts. Dialogue will not use the Employer IP other than for the purposes mentioned above without the Employer's prior written consent. Notwithstanding anything to the contrary, the Employer may revoke the right to use given to Dialogue under this Section 9.10 upon forty-five (45) days prior written notice to Dialogue.

9.12 Language

The parties have agreed that this Agreement and all communications and documents relating hereto be expressed in the English language. *Les parties ont convenu que la présente entente ainsi que toutes les communications et tous les documents y afférents seront exprimés en langue anglaise.*

9.13 Counterparts and Transmission

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures (notably through software such as Hello Sign or DocuSign) to this Agreement shall have the same effect as original signatures