

APPENDIX C

GENERAL PROVISIONS

Severability and interpretation

In the event that any provision of this Contract is declared invalid, illegal, null and void, or unenforceable, for any reason whatsoever, the parties hereby acknowledge that the remaining provisions will remain in effect and will not be affected in any way by said declaration of invalidity or unenforceability. This Contract will then be construed as if the provision(s) in question had never existed. The parties acknowledge that they wish this contract to be construed liberally and to govern their relationship in accordance with their intentions as expressed in this Contract and in accordance with all legislation in force.

Assignment, subcontracting, or transfer

The Ambassador cannot under any circumstances assign, subcontract, or transfer this contract, in whole or in part, or her rights or obligations thereunder. It is permissible for FitSpirit to assign or transfer this Contract or the related rights and obligations to an affiliate, affiliated entity, or acquiring entity.

Amendment of the contract

This Contract may only be amended by another written contract, duly signed by all parties.

Applicable laws

This contract is governed by and construed in accordance with the applicable laws of the province of Quebec and of Canada.

