

MASTER SERVICES AGREEMENT
General Terms and Conditions

ARTICLE 1 - INTERPRETATION

1.1 Definitions. In these General Terms, capitalized terms will have the meanings set forth below.

“Agreement” has the meaning attributed to such term in the main body of the Agreement.

“Affiliate” means a Person which, directly or indirectly, Controls, is Controlled by or is under common Control with another Person.

“Applicable Law” means any law, rule, statute, regulation, order, judgment, decree, treaty, directive or other requirement in force at any time during the Term which applies to or is otherwise intended to govern or regulate any Person (including either or both Parties), property, transaction, activity, event or other matter.

“BAM” has the meaning attributed to such term in the main body of the Agreement.

“TSG” has the meaning attributed to such term in the main body of the Agreement.

“TSG Indemnitees” means TSG and its Affiliates, and its and their directors, officers, shareholders, partners, members, managers, employees, agents, contractors and subcontractors.

“TSG Technology” has the meaning attributed to that term in Section 6.1.

“Business Day” means any day other than Saturday, Sunday or any statutory holidays observed in Toronto, Ontario, or New York, New York.

“Charges” has the meaning attributed to that term in the main body of the Agreement.

“Claim” has the meaning attributed to that term in Section 5.2(a)(i).

“Business Unit” has the meaning attributed to that term in the main body of the Agreement.

“Business Unit Indemnitees” means Business Unit and its Affiliates, and its and their directors, officers, shareholders, partners, members, managers, employees, agents, contractors and subcontractors.

“Business Unit Technology” has the meaning attributed to that term in Section 6.3.

“Change” means any (a) change or other modification to any of the Services, including the nature or scope of any Services then currently being provided; (b) change to the processes, controls, interfaces, Hardware, Software, or Systems used by TSG to perform the Services; or (c) change to an existing Service Level Agreement.

“Change Request” has the meaning attributed to that term in Section 2.2.

“Change Order” has the meaning attributed to that term in Section 2.2.

“Confidential Information” means any and all material and information of a Party, its Affiliates or contractors (the “Disclosing Party”) which has or will come into the possession or knowledge of the other Party or its Affiliates or contractors (the “Receiving Party”) in connection with or as a result of entering into the Agreement, including information concerning the Disclosing Party’s past, present and future customers, suppliers, technology or business. The provisions of the Agreement will also be considered Confidential Information of each Party. Notwithstanding the foregoing, “Confidential Information” does not include information or material: (a) which is or becomes publicly available when it is received by or becomes known to the Receiving Party or which subsequently become publicly available through no fault of the Receiving Party; (b) which is already known to the Receiving Party at the time of its disclosure to the Receiving Party by the Disclosing Party and is not known by the Receiving Party to be the subject of an obligation of confidence of any kind; (c) which is received by the Receiving Party in good faith from a third Person and is not known by the Receiving Party to be the subject of an obligation of confidence of any kind; or (d) which is independently developed by the Receiving Party without any use of or reference to the Confidential Information of the Disclosing Party.

“Control” (including the terms “Controls”, “Controlled by” and “under common Control with”) means the direct or indirect power to direct the management and policies of another Person.

“Custom Intellectual Property” has the meaning attributed to that term in Section 6.6.

“Disclosing Party” has the meaning attributed to that term in this Section 1.1.

“Dispute” has the meaning attributed to that term in Section 10.1(a).

“Documentation” means manuals, instructions, notes, charts, or other information relating to the Services or use, implementation, integration, set up, configuration, operation, maintenance or support of Software or Hardware.

“Effective Date” has the meaning attributed to that term in the main body of the Agreement.

“Executives” has the meaning attributed to that term in Section 10.1(b).

“Force Majeure” means acts of God and the public enemy; the elements; fire; accidents; vandalism; sabotage; any laws, orders, rules, regulations, acts or

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restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts; and any other similar cause not reasonably within the control of a Party.

“Frustrated Party” has the meaning attributed to that term in Section 10.2.

“General Terms” means these Master Services Agreement General Terms and Conditions, as modified, amended or supplemented from time to time in accordance with the terms hereof.

“Hardware” means hardware, mainframes, personal computers, servers, client/server stations, network equipment, routers, semi-conductor chips, embedded software, communication lines and other equipment.

“Initial Term” has the meaning attributed to that term in the main body of the Agreement.

“Intellectual Property Rights” means any and all proprietary rights provided under: (a) patent law; (b) copyright law (including moral rights); (c) trade-mark law; (d) design patent or industrial design law; (e) semi-conductor chip or mask work law; or (f) any other statutory provision or common law principle applicable to the Agreement, including trade secret law, which may provide a right in either Hardware, Software, Documentation, Confidential Information, ideas, formulae, algorithms, concepts, inventions, processes or know-how generally, or the expression or use of such Hardware, Software, Documentation, Confidential Information, ideas, formulae, algorithms, concepts, inventions, processes or know-how trade secret law.

“Losses” has the meaning attributed to that term in Section 5.2(a).

“New Service” means any service or deliverable requested by Business Unit in accordance with the Agreement that: (i) is not included in the scope of the Services under the Agreement or a Statement of Work at the time of such request; and (ii) is not a Change.

“Party” means either Business Unit or TSG as the context may indicate, and “Parties” means both Business Unit and TSG.

“Person” means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

“Receiving Party” has the meaning attributed to that term in this Section 1.1.

“Records” has the meaning attributed to that term in Section 7.1.

“Renewal Term” has the meaning attributed to that term in the main body of the Agreement.

“Service Level Agreement” has the meaning attributed to such term in the main body of the Agreement.

“Services” has the meaning attributed to that term in the main body of the Agreement.

“Software” means scripts, programs, macros, computer programs, application programming and other interfaces, and other instructions and sets of instructions for Hardware to follow.

“Statement of Work” or “SOW” has the meaning attributed to such term in the main body of the Agreement.

“Term” means the Initial Term and any Renewal Terms.

“Third Party Provider” means contractors, subcontractors or outsourcing service providers.

“Transition Assistance” has the meaning attributed to that term in Section 9.9.

“Transition Period” has the meaning attributed to that term in Section 9.9.

Other Capitalized Terms. Any capitalized technical or industry term used in these General Terms that is not defined in Section 1.1 or otherwise in the Agreement will have the generally accepted industry or technical meaning given to such term.

Interpretation. Unless otherwise specified: (i) words in the singular will include the plural and vice versa, as the context requires; (ii) the terms “hereof,” and “herein,” and words of similar import will be construed to refer to the Agreement and not to any particular provision of the Agreement, and Article and Section references are to the Articles and Sections to the Agreement; and (iii) the word “including” and words of similar import when used in the Agreement will mean “including, without limitation”. The inclusion of headings in the Agreement is for convenience of reference only and will not affect the construction or interpretation of the Agreement.

Order of Preference. In the event of any conflict or inconsistency between the terms and conditions in the Agreement, the conflict or inconsistency will be resolved by giving preference to the following documents in the following descending order of priority: (a) the terms of the main body of the Agreement; (b) these General Terms; (c) the Charge Schedule; (d) any other Schedules to the Agreement; (e) any Service Level Agreement; and (f) any Statement of Work.

Notwithstanding the foregoing, if a Service Level Agreement or Statement of Work explicitly modifies the

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terms of the Agreement, the terms of such Service Level Agreement or Statement of Work will prevail.

ARTICLE 2 - PROVISION OF SERVICES

2.1 Services. TSG will provide the Services to Business Unit, on the terms and conditions set forth in the Agreement. For greater certainty, each of the Services will include the provision of all Hardware, Software, Documentation, facilities, personnel and other resources used or required to be used in order to provide such Services, whether or not such Hardware, Software, Documentation, facilities, personnel or other resources are expressly described in the Agreement. Notwithstanding the foregoing, the Services do not include, and Business Unit will obtain, any Hardware and related Documentation, facilities, personnel and other resources that may be required on Business Unit premises for Business Unit to receive or access the Services, and any Software and related Documentation used by Business Unit not expressly provided by TSG in the Services. If and to the extent requested by Business Unit, TSG will use commercially reasonable efforts, at Business Unit's expense, to assist Business Unit in its efforts to obtain any such Hardware, Software, Documentation or other resources to enable receipt and access to the Services.

2.2 Changes; Change Orders. Either Party may request a Change from time to time by utilizing the procedures set forth in this Section 2.2. The Party that identifies the need for a Change will begin the process by issuing a written request to the other Party describing the proposed Change (each, a "Change Request"). Following receipt of a Change Request, the Parties will negotiate in good faith the terms and conditions pursuant to which the Change described in a Change Request may be implemented. Where acceptable to the Parties, such Change will be described in a separate agreement, prepared jointly and executed by the Parties in accordance with the Agreement (each, a "Change Order"). Each Change Order will be deemed to be a Schedule to the Agreement (and thereby will be a part of and subject to the terms and conditions of the Agreement), unless the applicable Change Order expressly provides otherwise.

2.3 New Services; Statements of Work. Business Unit may request from time to time that a New Service be provided by TSG. Such New Service will be described in a separate Statement of Work, prepared jointly and executed by the Parties in accordance with the Agreement. Each Statement of Work will incorporate by reference the terms and conditions of the Agreement, unless the applicable Statement of Work expressly provides otherwise. Each Statement of Work will include

a project implementation plan (where relevant) and a detailed description of the Services, and include all other relevant terms relating to the provision of, and payment for, such Services.

2.4 Business Unit Requirements. Both Business Unit and TSG undertake to use reasonable endeavors to ensure that the receipt and provision of the Services comply with all requirements under Applicable Law for each country and local jurisdiction in which it is receiving, or TSG is providing, the applicable Services under the Agreement and any Statement of Work or Service Level Agreement. TSG undertakes to use reasonable endeavors to ensure that the provision of the Services complies with all Business Unit requirements expressly provided in a Statement of Work or Service Level Agreement.

ARTICLE 3 - CHARGES

Payment for Services. In consideration for each of the Services provided by TSG to Business Unit, Business Unit will pay TSG the Charges as set out in the Charge Schedule.

ARTICLE 4 - REPRESENTATIONS, WARRANTIES AND COVENANTS

Limitation of Warranties. Except as expressly provided in the Agreement, neither Party makes any representations, warranties or covenants with respect to the subject matter hereof, whether express or implied, statutory or otherwise, in fact or in law, including without limitation representations, warranties or covenants as to uninterrupted or error-free Services, privacy, security, merchantability, quality, title, non-infringement or fitness for a particular purpose, or those arising out of a course of dealing or usage of trade.

ARTICLE 5 - LIMITATION OF LIABILITY AND INDEMNITIES

5.1 Limitation of Liability. (a) Subject to Section 5.1(b) and except as otherwise provided in the Agreement, each Party's liability in connection with the Agreement will be limited to direct damages. Without limiting the generality of the foregoing, in no event will either Party be liable to the other for any indirect, special, incidental or consequential damages, howsoever caused, including but not limited to any lost profits, lost savings, loss of use or lack of availability of Services, punitive, exemplary or aggravated damages. Section 5.1(b) will not apply to: (i) TSG's obligations under Section 5.2; and (ii) either Party's liability to the other Party for breaches of Article 8.

This Section 5.1 will apply irrespective of the nature of the cause of action, demand or claim, including but not limited to, breach of contract, negligence, tort or any other legal theory, and will survive a fundamental breach

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or breaches or failure of the essential purpose of the Agreement or of any remedy contained herein, and whether or not that Party or its agents, contractors or employees have been advised of the possibility of such damages.

(b) In no event will a Party's aggregate liability for breach of the Agreement be more than the amount of Charges paid in the three (3) month period immediately preceding such breach. Notwithstanding the foregoing, if a breach of the Agreement by TSG is directly caused by a Third Party Provider, TSG 's aggregate liability for such breach will be equal to Business Unit's proportionate share of the amount that it recovers from the Third Party Provider.

5.2 Indemnity and Related Obligations of TSG. (a) TSG will defend, indemnify and hold each of the Business Unit Indemnitees harmless from all losses, liabilities, expenses, costs and damages, including legal fees and court costs ("Losses"), suffered or incurred by any of Business Unit Indemnitees arising as a result of or in connection with: (i) any claim, suit, action, threat, allegation or proceeding by a third Person ("Claim") alleging that the use or receipt by Business Unit of the Services (in each case, whether separately or together in combination), or the performance by TSG or any Third Party Provider of TSG 's obligations hereunder infringes any Intellectual Property Right or contractual right of any Person; (ii) any death or bodily injury, or damage loss or destruction of any real or personal property of Business Unit, to the extent caused by gross negligence or any willful misconduct of TSG or any Third Party Provider on a Business Unit site; and (iii) the willful misconduct of TSG or any Third Party Provider in the course of providing the Services.

(b) If the Services or any part thereof becomes, or in TSG 's opinion is likely to become, the subject of a Claim described in Section 5.2(a)(i) or is or likely to be enjoined from use, TSG will, in addition to honoring the indemnity in Section 5.2(a), either: (i) procure the right for Business Unit to continue its use of the Services hereunder and the right of TSG to continue to perform its obligations hereunder in a non-infringing manner; or (ii) with the consent of Business Unit, modify the infringing Services, or the infringing parts thereof so that it becomes non infringing, provided that any such replacement or modification will perform in substantially the same manner as the infringing Services; or (iii) if TSG determines that it is not commercially reasonable to take the actions specified in Sections 5.2(b)(i) or 5.2(b)(ii), terminate the relevant Service and refund the Charges paid for such Services.

(c) Business Unit will give prompt notice to TSG of the assertion of any Claim described in Section 5.2(a)(i) or of any enjoinder described in Section 5.2(b), provided that the failure to give such notice will not affect the rights of Business Unit except to the extent TSG is materially prejudiced by such failure. The notice will summarize the information then available regarding the amount and nature of such Claim in reasonable detail and will specify the provision or provisions of the Agreement under which the liability or obligation is asserted. Business Unit may participate in the defense at its own expense. Business Unit will cooperate with TSG in such defense; provided that Business Unit will not be obligated to incur any out-of-pocket expenses except to the extent TSG agrees in writing to reimburse Business Unit for such expenses as they are incurred.

(c) Business Unit will give prompt notice to TSG of any Losses described in Section 5.2(a)(ii) or 5.2(a)(iii), provided that the failure to give such notice will not affect the rights of Business Unit except to the extent TSG is materially prejudiced by such failure. The notice will summarize the information then available regarding the amount and nature of such Losses in reasonable detail and will specify the provision or provisions of the Agreement under which the liability or obligation is asserted.

(d) TSG will pass through to Business Unit, Business Unit's proportionate share of, any award of Losses granted to TSG in connection with a Third Party Provider's infringement upon any Intellectual Property Right or contractual right of any Person, gross negligence or willful misconduct in the course of providing the Services on behalf of TSG.

5.3 Indemnity and Related Obligations of Business Unit. (a) Business Unit will indemnify the TSG indemnitees from all Losses suffered or incurred by any TSG Indemnitees arising as a result of or in connection with the breach by Business Unit of the Agreement.

(b) TSG will give prompt notice to Business Unit of the Losses described in Section 5.3(a), provided that the failure to give such notice will not affect the rights of TSG except to the extent Business Unit is materially prejudiced by such failure. The notice will summarize the information then available regarding the amount and nature of such Losses in reasonable detail and will specify the provision or provisions of the Agreement under which the liability or obligation is asserted. TSG may participate in the defense at its own expense. Upon receipt of such notice, Business Unit will promptly pay the amount of the Losses to TSG, unless and to the extent that such amounts are disputed by Business Unit in accordance with Section 10.1 hereof.

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ARTICLE 6 - OWNERSHIP RIGHTS

6.1 Title; Retention of Proprietary Rights by TSG.

TSG or its licensors will retain title to, ownership of and all Intellectual Property Rights with respect to any and all Hardware, Software, Documentation, Services and other resources provided pursuant to the Agreement, unless otherwise agreed by the Parties or as set out in a Statement of Work ("TSG Technology").

6.2 License Grant to Business Unit. Subject to the terms and conditions of the Agreement, TSG grants to Business Unit a non-exclusive license to use any of the TSG Technology and other resources that may be provided by TSG pursuant to the Agreement exclusively in connection with Business Unit's internal business purposes. Business Unit will not reverse engineer, decompile or disassemble any TSG Technology or other resources used or required to be used in order to provide the Services by TSG.

6.3 License Grant to TSG. Business Unit grants to TSG a non-exclusive license to use any Intellectual Property Rights of Business Unit as may be required by TSG to provide the Services or comply with any of its obligations under the Agreement ("Business Unit Technology").

6.4 Retention of Proprietary Rights by Business Unit. All Business Unit Technology and other resources provided by Business Unit under the Agreement will remain the property of Business Unit or its licensors, as applicable. TSG will not acquire any Intellectual Property Rights, express or implied, other than those expressly set out in the Agreement.

6.5 Custom Intellectual Property. Except as otherwise agreed upon by the Parties, all Intellectual Property Rights developed in connection with the Agreement ("Custom Intellectual Property") will be the property of TSG, and Business Unit will not acquire any Intellectual Property Rights, express or implied, in such Custom Intellectual Property. Except as otherwise agreed upon by the Parties, Business Unit will assign, and will cause each of its employees, contractors and subcontractors to assign, all of the rights it may have in the Custom Intellectual Property and Business Unit will cause each of its employees, contractors and subcontractors to waive all rights (including moral rights) which they may have in the Custom Intellectual Property.

ARTICLE 7 - AUDITS

7.1 Maintenance of Records. TSG will, at its expense, maintain complete and accurate books, files and records and all sources of information related to the Services provided to Business Unit (the "Records"). Except as otherwise provided herein or agreed upon by

the Parties, TSG will maintain each Record for the greater of: (i) two (2) years; and (ii) the minimum period required by Applicable Law for such Record.

7.2 Audit Right. Business Unit will have the right, upon providing at least thirty (30) calendar days' prior written notice, to perform an on-site audit or evaluation of the Services, the Records, and TSG's internal controls as they relate to the Services provided subject to reasonable scheduling requirements to account for Third Party Provider capacity. TSG's Internal Compliance Control group will cooperate with Business Unit to respond to questions and provide the relevant information and documents reasonably required for such audit or evaluation in a timely manner. Business Unit may use a third party to perform such audits or evaluations. TSG will make available to Business Unit's auditor all such information and documents as the auditor may reasonably require for purposes of its audit of Business Unit. The cost for any such on-site audit will be borne by Business Unit.

ARTICLE 8 - CONFIDENTIAL INFORMATION

8.1 Confidentiality Obligation. The Receiving Party will at all times, both during the Term and for a period of five (5) years thereafter (or such longer period to the extent required under Applicable Law), keep and hold all Confidential Information of the Disclosing Party in the strictest confidence, and will not make use of, or disclose such Confidential Information for any purpose, other than as may be reasonably necessary for the exercise of its rights or the performance of its duties pursuant to the Agreement, without the Receiving Party's prior consent. The Receiving Party will: (a) not disclose to any Person or use any Confidential Information of the Disclosing Party disclosed to, collected by or received by it except as expressly permitted in the Agreement; and (b) take all reasonable measures to maintain the confidentiality of all Confidential Information of the Disclosing Party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

8.2 Disclosure. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information: (a) to the Receiving Party's or the Receiving Party's Affiliates' or investment funds or their respective employees or independent contractors solely on a "need to know" basis and only to the extent necessary or reasonably appropriate to permit the Receiving Party to exercise its rights or perform its obligations under the Agreement, provided that the applicable independent contractor has signed a written confidentiality agreement containing, and the applicable employee is bound by, confidentiality obligations that are

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substantially similar to the confidentiality obligations set out in this Article 8; (b) to the extent requested or required by a stock exchange or any governmental regulator or a court of competent jurisdiction or other applicable governmental authority or otherwise as required by Applicable Law (provided that the Receiving Party gives prompt written notice of such request or requirement to the Disclosing Party to the extent permitted by Applicable Law, to provide the Disclosing Party an opportunity to oppose the disclosure or to seek a protective order protecting such Confidential Information prior to any such disclosure, and provided that such disclosure complies with the terms of any such protective order obtained); or (c) as necessary to its bankers, lawyers and legal advisors, investors, financiers, accountants, insurance companies and prospective purchasers, subject to confidentiality obligations that are substantially similar to the confidentiality obligations set out in this Article 8.

8.3 Separation of Property. To the extent requested, TSG will ensure that any materials or other property of Business Unit that it holds, including Confidential Information and all other information produced and maintained by it in the provision of the Services to Business Unit, will remain separately identifiable and logically separate from that of TSG and its other business units at all times, including under adverse conditions. The cost for any such separation will be borne by Business Unit.

8.4 Remedies for Breach. Each Party acknowledges that its failure to comply with the provisions of this Article 8 may cause irreparable harm to the other Party which may not be adequately compensated for in damages, and accordingly acknowledges that the other Party will be entitled to obtain, in addition to any other remedies available to it, interlocutory and permanent injunctive relief to restrain any anticipated, present or continuing breach of this Article 8.

ARTICLE 9 - TERMINATION

9.1 Termination of Services. (a) Either Party may terminate any Service at any time if the other Party fails to cure, or fails to take reasonably satisfactory steps to cure, a material breach of the terms relating exclusively to such Service (other than a breach expressly providing the right to terminate forthwith) within sixty (60) days' notice to the other Party of that breach. (b) Either Party may terminate any Service for convenience, with at least six (6) months' prior notice to the other Party. (c) TSG may terminate any Service upon notice to Business Unit pursuant to Section 5.2(b)(iii).

9.2 Termination of Agreement by TSG. TSG may terminate the Agreement by providing notice to Business

Unit following the occurrence of any of the following: (a) Business Unit commits a material breach of the Agreement and fails to cure such breach within ninety (90) days' notice to Business Unit; (b) TSG exercises its right to terminate the Agreement in accordance with Section 5.2(b)(iii) or Section 9.4; or (c) for convenience, with at least six (6) month's prior notice to Business Unit.

9.3 Termination of Agreement by Business Unit. Business Unit may terminate the Agreement by providing notice to TSG following the occurrence of any of the following: (a) TSG commits a material breach of the Agreement and fails to cure such breach within ninety (90) days' notice to TSG; (b) Business Unit exercises its right to terminate the Agreement in accordance with Section 9.4; or (c) for convenience, with at least six (6) months' notice to TSG.

9.4 Change of Control or Related Party Status. If at any time the status or corporate structure of a Party changes such that such Party is no longer at least twenty-five percent (25%) owned (directly or indirectly) by BAM, either Party will have the right to provide ninety (90) days' notice of termination of the Agreement at any time within one hundred eighty (180) days following such change in Control or related party status. Subject to any confidentiality obligations and to the extent permitted by Applicable Law, the Party undergoing such change in Control will notify the other Party as soon as possible of such change in Control.

9.5 No Other Termination Rights. Neither Party will have any other termination rights express or implied except as set forth in this Article 9.

9.6 Shorter Notice Periods. Notwithstanding any termination notice periods set out in this Article 9, the Parties may agree in writing on shorter notice periods from time to time.

9.7 Effect of Termination. Upon the later of: (a) termination of the Agreement; and (b) termination of the Transition Period: (i) all rights and obligations of each Party hereunder will cease and any amounts owed by Business Unit pursuant to the Agreement will be promptly paid in full; (ii) upon request, each Party will return to the other all Confidential Information and property of the other Party furnished under the Agreement to the location(s) designated by mutual agreement of the Parties, and will destroy or erase all copies of such Confidential Information in the possession of the other Party, including copies on paper or other hard copy and copies on computer or other storage media, provided however that a Party may maintain copies of Confidential Information to comply with Applicable Law or internal document retention policies and neither TSG nor Business Unit shall be required to

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destroy any computer records or files containing Confidential Information which have been created pursuant to automatic archiving and back-up procedures and which cannot be reasonably deleted.

9.8 Early Termination Fees. In the event of a termination of Services other than by Business Unit pursuant to Section 9.1(a) or 5.2(b)(iii), Business Unit will promptly reimburse TSG for any early termination fees, penalties or other actual costs incurred by TSG in connection with such termination, provided that TSG will use reasonable efforts to mitigate such costs.

9.9 Transition Assistance. Upon notice of termination of the Agreement, where agreed by the Parties, TSG will continue to provide the Services and where commercially reasonably capable to do so will assign personnel as may be required by Business Unit to provide reasonable technical and operational support, consulting services and other assistance to assist Business Unit (or a third Person designated by Business Unit) to transition from the Services to alternative services and service providers in an orderly manner and with a minimum level of interruption to Business Unit ("Transition Assistance") for up to six (6) months after termination or such longer period as the Parties may agree in writing ("Transition Period"). Business Unit will continue to pay all applicable Charges for Services received during the provision of Transition Assistance, and reasonable additional fees as agreed in writing by the Parties for the provision of all other Transition Assistance services.

ARTICLE 10 - GENERAL PROVISIONS

10.1 Dispute Resolution. (a) Without limiting either Party's termination rights herein, in the event of any dispute, claim, controversy or difference arising out of or in any way relating to or in connection with the Agreement including without limitation the performance, enforcement, termination, breach or validity of the Agreement or any of its terms and conditions (a "Dispute"), the Parties will use their reasonable commercial efforts to settle such Dispute. To this effect, either Party will notify the other that a Dispute has arisen, and within ten (10) calendar days thereafter, a senior manager or other authorized designee of each Party will consult and negotiate with each other in good faith and with an understanding of their mutual interest, to reach a just and equitable solution satisfactory to both Parties.

(b) If the senior managers cannot resolve the Dispute within ten (10) calendar days after being notified of the Dispute, each Party will notify a senior executive or other authorized designee of each Party (the "Executives"). The Executives will meet as promptly as possible. If the

Executives cannot resolve the Dispute within ten (10) calendar days after being notified of the Dispute, each Party may take whatever steps are necessary to protect its interests. However, no Dispute will be the subject of litigation or other formal proceeding between the Parties before being considered by the senior managers and the Executives, as set forth in this Section 10.1; provided, however, that either Party may seek injunctive or equitable relief as otherwise provided for in the Agreement without complying with the above described procedure.

10.2 Force Majeure. If, by reason of Force Majeure, either Party (the "Frustrated Party") is delayed or unable, in whole or in part, to perform or comply with any of its obligations under the Agreement (other than payment of Charges), then, subject to the remainder of this Section 10.2, it will be relieved of liability and will suffer no prejudice for failing to perform to the extent that the inability was caused by Force Majeure. In the event of a Force Majeure, the Frustrated Party will use commercially reasonable efforts to remedy the situation and remove the cause of its inability to perform as soon as possible. The Frustrated Party will give the other Party prompt notice of the cessation of Force Majeure.

10.3 Assignment and Subcontracting. (a) Neither Party may assign its rights and obligations under, or transfer any of its interest in, the Agreement, except with the prior consent of the other Party, which consent may be arbitrarily withheld in its sole discretion. Subject to Section 9.4, either Party may assign all or any part of its rights and obligations and transfer any of its interest in the Agreement to an Affiliate upon notice to the other Party.

(b) TSG may engage Third Party Providers to perform any or all of the obligations of TSG hereunder; provided however that TSG will remain liable to Business Unit for the performance or non-performance by the Third Party Provider of TSG's obligations, and such Third Party Provider will be bound by confidentiality and audit obligations that are substantially similar to the relevant confidentiality and audit obligations in the Agreement.

10.4 Successors and Assigns. Except as set forth in Article 5, the Parties intend that the Agreement will not benefit or create any right, remedy or claim under or in respect of the Agreement or any provision hereof, or cause of action in or on behalf of any person other than the Parties hereto, their respective successors and permitted assigns, and no person, other than the Parties hereto, their respective successors and their permitted assigns will be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum. The Agreement will inure to the benefit of and be binding

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upon the Parties and their respective successors and permitted assigns.

10.5 Further Assurances. The Parties agree: (a) to furnish upon request to each other such further information; (b) to execute and deliver to each other such other documents; and (c) to do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of the Agreement.

10.6 Relationship of Parties. The Agreement is not intended to, and none of the provisions of the Agreement will: (a) create a joint venture, membership or partnership between Business Unit and TSG ; (b) create a fiduciary relationship between Business Unit and TSG ; (c) create a relationship of principal and agent between Business Unit and TSG ; (d) grant either Business Unit or TSG any authority to bind the other to perform any obligations to any third party, or to hold itself out as having such authority to any third party; or (e) create any joint and/or several liability between Business Unit and TSG .

10.7 Survival. The termination of all or any part of the Agreement will not affect or prejudice any rights or obligations which have accrued or arisen under the Agreement or such part thereof prior to the time of termination and those rights and obligations will survive the termination of the Agreement or part thereof. In addition, Article 5, Article 6, Article 7, Article 8, Section 9.7, Section 9.8, Section 9.9, Section 10.4, Section 10.5, Section 10.7 and such other provisions as are necessary for the interpretation thereof will survive termination of the Agreement.

10.8 Notices. Unless expressly stated otherwise in the Agreement, all demands, notices, communications and reports provided for in the Agreement will be in writing and will be sent by (i) personal delivery, (ii) nationally recognized overnight courier (delivery charges prepaid), or (iii) email transmission (provided that such transmission has been confirmed as received by the designated notice person of the other Party), to any Party at the address specified below, or at such address, to the attention of such other person, and with such other copy, as the recipient Party has specified by prior written notice to the sending Party pursuant to the provisions of this Section.

If to TSG, to:
Technology Services Group
Brookfield Place
250 Vesey Street, 15th Floor
New York, NY 10281
Attention: Renee Mallen, Esq.
Telephone: (212) 417-2501
E-mail: renee.mallen@brookfield.com

With a copy to:
Technology Services Group
Brookfield Place
250 Vesey Street, 15th Floor
New York, NY 10281
Attention: Brett Fox, Managing Partner
Telephone: (212) 417-7005
E-mail: brett.fox@brookfield.com

Any such demand, notice, communication or report, if sent by overnight courier or by e-mail transmission will be deemed to have been received on the Business Day following the sending, or if delivered by hand will be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee.

10.9 Reporting Hotline. TSG maintains a Reporting Hotline for its clients and other interested parties to anonymously report any matters free of discrimination or retaliation pertaining to (a) accounting, auditing or other financial reporting irregularities, (b) unethical business conduct (including safety, environment, conflicts of interest, theft and fraud), or (c) violations of Applicable Law. The Brookfield Ethics Hotline may be accessed by telephone (toll free) at 800.665.0831 or by Internet (anonymously) at www.reportlineweb.com/Brookfield. Business Unit or TSG, as applicable, will investigate all reports in compliance with Applicable Law or as it otherwise deems necessary.

10.10 Amendment. The Agreement may only be amended, modified or supplemented by a written agreement signed by the Parties.

10.11 Invalidity of Provision. If any term, clause, or provision of the Agreement will be judged to be invalid or unenforceable, the validity or enforceability of any other term, clause or provision will not be affected; and such invalid or unenforceable term, clause, or provision will be replaced with an enforceable clause which most closely achieves the result intended by the invalid clause.

10.12 Governing Law. For the U.S. and Asia: The Agreement will be governed by the laws of the State of New York, without giving effect to any choice of law or conflict of law, rules or provisions thereof. Subject to Section 10.1, all actions arising out of or relating to the Agreement will be heard and determined exclusively in the State or Federal Courts, as the case may be, located in New York County, New York as will be applicable to the matter and the Parties irrevocably submit to the exclusive jurisdiction of such court and waive the defense of an inconvenient forum to the maintenance of any such action.

MASTER SERVICES AGREEMENT
General Terms and Conditions

For Canada: The Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law, rules or provisions thereof. Subject to Section 10.1, all actions arising out of or relating to the Agreement will be heard and determined exclusively in the State or Federal Courts, as the case may be, located in Ontario as will be applicable to the matter and the Parties irrevocably submit to the exclusive jurisdiction of such court and waive the defense of an inconvenient forum to the maintenance of any such action.

For AUS: The Agreement will be governed by the laws of New South Wales, Australia, without giving effect to any choice of law or conflict of law, rules or provisions thereof. Subject to Section 10.1, all actions arising out of or relating to the Agreement will be heard and determined exclusively in the courts located in New South Wales, Australia as will be applicable to the matter and the Parties irrevocably submit to the exclusive jurisdiction of such court and waive the defense of an inconvenient forum to the maintenance of any such action.

For UK: This Agreement will be governed by English law, without giving effect to any choice of law or conflict of law, rules or provisions thereof. Subject to Section 10.1, all actions arising out of or relating to the Agreement will be heard and determined exclusively in the courts located in England as will be applicable to the matter and the Parties irrevocably submit to the exclusive jurisdiction of such court and waive the defense of an inconvenient forum to the maintenance of any such action.

10.13 Remedies Cumulative. Notwithstanding any other provision of the Agreement, and unless otherwise expressly stated herein, all rights and remedies of any Party under the Agreement are in addition to such Party's other rights and remedies and are cumulative, not alternative.

10.14 Waiver. A waiver of any default, breach or non-compliance under the Agreement is not effective unless signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach, non-observance or by anything done or omitted to be done by another Party. The waiver by a Party of any default, breach or non-compliance under the Agreement will not operate as a waiver of that Party's rights under the Agreement in respect of any continuing or subsequent default, breach or non-compliance (whether of the same or any other nature).

10.15 Entire Agreement. The Agreement, including all Schedules and other documents expressly incorporated

herein, sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges all prior discussions between them, and neither Party hereto will be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided herein, or as duly set forth on or subsequent to the date hereof in writing, signed by duly authorized officers of the Parties.