

1.0 SCOPE AND TERMS & CONDITIONS PRECEDENCE

- 1.1. Goods, the work, deliverables, and/or services (“Services”) ordered by BGIS Global Integrated Solutions US LLC or any subsidiary or affiliate, on its own behalf or as agent for a third party (collectively “BGIS US”) in a purchase order or work order (“Order”) issued to you (“Supplier”) shall be timely furnished and invoiced in strict conformity with the Order (description, quantity, price, location, billing instructions, etc.), these terms and conditions, applicable law and applicable Policies (meaning policies of BGIS US and/or its customer (“Client”) which may include policies relating to Supplier Code of Conduct, health and workplace safety which have been shared with Supplier in advance or otherwise made available on BGIS US’s website at <https://www.bgis.com/us/suppliers-public-content/> and, at all times, in a professional and competent manner by persons qualified and skilled in their occupations.
- 1.2. In accepting an Order from BGIS US, Supplier will undertake the Order in accordance with:
 - (a) the valid, current and executed contract with BGIS US for the work ordered (“Current Agreement”);
 - (b) where no Current Agreement is in place, these terms and conditions executed and filed with BGIS US specific to the Client for which the Order is being undertaken (“Supplier Qualification T&Cs”); or
 - (c) where no Current Agreement and no Supplier Qualification T&Cs are applicable, the BGIS US Terms and Conditions as published at <https://www.bgis.com/us/suppliers-public-content/>

2.0 SERVICES

- 2.1. Supplier shall supply all labor, supplies, equipment and services required to produce the Services under the Order including the provision of any and all labor, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of such Services. If any of the Services, in the reasonable opinion of BGIS US, are inadequately provided or require corrections, Supplier shall forthwith make the necessary corrections at its own expense.
- 2.2. Nothing in this Agreement or any Order obligates BGIS US to purchase any minimum level of Services from Supplier. All Services ordered shall be on a non-exclusive basis.

3.0 CONFLICT OF INTEREST

- 3.1. Supplier shall not engage in any activity or provide any services to BGIS US where such activity or the provision of such services creates a conflict of interest or perceived conflict of interest with the provision of the Services. Without limiting the generality of the foregoing, Supplier acknowledges and agrees that it shall be a conflict of interest to provide Services if Supplier is related in law to another company that has bid on the Services , or if Supplier uses confidential competitor or BGIS US information to support the bid for the award of the Order, or if Supplier employees or subcontractors are related by family or business relationship to BGIS US employees or Client employees where such relationship can be considered to impact the award of the Order or provision of the Services .
- 3.2. Supplier shall promptly notify and disclose to BGIS US without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest and shall comply with any terms and conditions subsequently prescribed by BGIS US resulting from the disclosure. Disclosure to be made in writing to:

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BGIS Global Integrated Solution US LLC
Attn: Legal Department
210 South Hudson St. – Suite #318, Seattle, WA 98134 USA

With a copy to:

4175 14th Avenue, Markham, Ontario L3R 0J2, Canada
Andrew.McLachlin@bgis.com

- 3.3. Breach of these Conflict of Interest provisions may result in termination of the Order in addition to any other remedies that BGIS US has in contract, or otherwise in law or in equity.

4.0 PRICE & PAYMENT

- 4.1. Unless otherwise specified, all references to money amounts are to US currency.
- 4.2. BGIS US shall be charged the price for the Services as provided in the Order issued by BGIS US. For Orders that are anticipated to exceed a value of \$500, where the Order is issued to Supplier without BGIS US accepting a corresponding quotation from Supplier, Supplier will obtain additional written instruction to proceed confirming scope and pricing from BGIS US prior to proceeding with the Services.
- 4.3. Unless otherwise specifically indicated in an Order, the price for the Services includes all taxes, tariffs, duties, levies, shipping and freight costs, licensing costs, and any other costs that may be payable in relation to the performance of this Agreement.
- 4.4. Supplier is required to utilize Purchaser’s Oracle Cloud Supplier Portal when submitting invoices. Supplier agrees that Purchaser shall be entitled to reject any invoice which is not submitted in accordance with the invoicing requirements set out in this Section. Invoices shall be submitted following the end of the month in which the Services were provided. Payment of Supplier’s invoices shall be made by electronic transfer of funds (EFT) within sixty (60) days following the date of receipt of a correct and valid invoice and will be paid in accordance with the payment instructions detailed on the invoice. Supplier shall not issue an invoice for any Services which have not been accepted by BGIS US. To be considered for payment, the invoice must follow all invoicing requirements provided by BGIS US and set out in this Agreement and at: <https://www.bgis.com/us/suppliers.htm> which are hereby incorporated by reference and may be changed at any time by BGIS US without notice to Supplier. Additionally, to be eligible for payment Supplier must have provided all qualification documentation to BGIS US including evidence of insurance, and health and safety policy. BGIS US shall be entitled to reject any incorrect or incomplete invoice or any invoice that is not submitted in accordance with the requirements in this Agreement.
- 4.5. Supplier agrees that where Services are ordered pursuant to a BGIS US work order, the work order corresponding to Supplier invoice must have a status of complete in BGIS US’s work order system to be processed. Supplier must notify BGIS US in accordance with the instructions stated on the work order that the work is complete for this status to be updated. Supplier agrees that invoices submitted without status of complete within BGIS US’s system will not be considered to be invoiced until such status is updated.
- 4.6. If, in BGIS US’s judgment, any of the Services do not conform with the requirements of this Agreement or the Order, BGIS US shall have the right to reject the Services and, in addition to any other rights and remedies it may have, BGIS US may, in its sole discretion: (a) withhold payment, seek reimbursement, credit, replacement, or repair as BGIS US may direct; or (b) rework and/or repair the Services with all costs associated therewith to be charged to and paid by Supplier.
- 4.7. Invoices for Services completed must be received by BGIS US no later than 60 days after which such Services were completed. Notwithstanding any other term herein, BGIS US shall have no

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obligation to pay any invoices received by BGIS US relating to Services completed more than 60 days after the date such Services were completed.

- 4.8. BGIS US shall be entitled to deduct, set-off or apply all or part of any payment obligations owing to Supplier by BGIS US against any other sums recoverable from or payable by Supplier to BGIS or its affiliates.
- 4.9. Upon request, Supplier shall provide BGIS US within a reasonable period of time, current Internal Revenue Forms W-8 (Certificate of Foreign Status) and W-9 (Request for Taxpayer Identification Number and Certification).

5.0 **TERM & TERMINATION**

- 5.1. Unless otherwise specified, an Order shall become effective upon issuance and continue in force and effect until all obligations thereunder have been discharged in full and in strict accordance with its terms, subject to it being terminated in accordance with these Terms & Conditions ("Term").
- 5.2. BGIS US may terminate any Order, in whole or in part, at any time without cause immediately by providing written notice to Supplier. Upon termination, BGIS US shall be liable solely for payment of Services furnished to the date of termination.
- 5.3. BGIS US may terminate any Order immediately by providing written notice to Supplier if (i) Supplier becomes insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction; (ii) Supplier makes an assignment for the benefit of its creditors; (iii) a receiver, trustee or similar agent is appointed with respect to any property or business of Supplier; or (iv) Supplier breaches the terms of these Supplier T&Cs or the relevant Order. In the event of a termination by BGIS US in accordance with this Section, Supplier shall reimburse BGIS US for all costs reasonably incurred by BGIS US relating to the termination
- 5.4. BGIS US may, on notice to Supplier, suspend at any time and for any reason any part of Services under an Order. If BGIS US reasonably believes that the suspension will not exceed three business days, the notice may be given verbally.

6.0 **INSURANCE AND WORKERS' COMPENSATION**

- 6.1. Supplier shall maintain, and shall cause its subcontractors to maintain, with responsible insurers, during the Term of this Agreement, insurance coverage and limits that satisfy the following minimum requirements:

Insurance	Minimum Coverage
Commercial General Liability	\$2,000,000 per occurrence and in the aggregate, product and completed operations, for personal injury, death, and property damage.
Automobile Liability	\$2,000,000 per occurrence coverage for owned, non-owned, and rented automobiles covering injury, death, or property damage.
Workers' Compensation and/or Employers' Liability	Minimum value required by any applicable legislation, but not less than \$1,000,000 per occurrence, covering personal injury to or death of employees engaged in performing Services.
Errors and Omissions Liability	If the Services include professional, design or consulting services, \$2,000,000 per claim made covering all professional liability arising out of the provision of the Services under any Orders.

Insurance

Minimum Coverage

Environmental Liability	If the Services include the handling, storage, transport or disposal of Hazardous Substances (as defined herein), \$2,000,000 per occurrence, insuring against bodily injury, property damage and environmental remediation expenses, arising out of the handling, storage, transport or disposal of Hazardous Substances.
Construction/Builder's Risk	If the Services include the making of any "improvement" or "construction" (as such terms are defined in applicable construction legislation), as required to insure against physical loss or damage to the Services, materials, operating equipment and supplies incorporated therein, owned by Supplier or for which Supplier has responsibility, contractual or otherwise, and against the perils of all risks of loss or damage in an amount of the replacement value thereof.
Umbrella/Excess Liability	As required to supplement the required insurance limits set out in this Section.

- 6.2. All policies providing coverage shall specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by Supplier and contain provisions that no cancellation, non-renewal or material changes in the policy shall become effective, except on thirty (30) days' prior written notice to BGIS US. All policies shall include an extended reporting period that extends coverage to include claims reported after the completion of the Services. The extended reporting period shall remain in effect for no less than twenty-four (24) months after the completion of the Services. Upon request, Supplier shall furnish to BGIS US a certificate of insurance evidencing the coverage required hereunder. Any lack of request by BGIS US to seek a certificate of insurance shall not relieve Supplier of the obligation to maintain insurance coverage consistent with this Section.
- 6.3. To the maximum extent permitted by Applicable Laws, the Commercial General Liability and Automobile Liability policies shall name BGIS US and Customer(s) as additional insureds.
- 6.4. To the maximum extent permitted by Applicable Laws, Supplier waives its right of recovery and will cause its insurers to waive their rights of subrogation under all insurance policies.
- 6.5. Services in Louisiana. To the extent that the Louisiana Oilfield Indemnity Act, La. Rev. Stat. 9:2780, or any successor statute, applies to Services under this Agreement or an Order and only in respect of any Services performed in Louisiana, any charges for additional insured status and a waiver of subrogation under Louisiana law, shall be disclosed by Supplier in writing to BGIS US as soon as Supplier obtains that information. Upon election of BGIS US, Supplier shall promptly bill BGIS US the applicable amount and obtain the insurance coverage so that (a) BGIS US and Customer are covered by such insurance policies as additional insureds in connection with the Services and (b) Supplier and its insurer waive all rights of subrogation and/or contribution against BGIS US and Customer in respect of the Commercial General Liability and Automobile Liability policies.
- 6.6. All insurances will be placed with reputable and substantial insurers, satisfactory to BGIS US.

7.0 INDEMNITIES AND LIABILITY

- 7.1. To the maximum extent permitted by law, Supplier agrees to defend, indemnify and hold harmless BGIS US and its officers, directors, employees, agents and subcontractors from and against any and all claims, actions, demands, complaints, legal proceedings, losses, liabilities, damages, judgments, settlements, fines, penalties, administration fees, reasonable legal fees, adjusting fees



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and any other costs or expenses arising out of or in connection with any: (i) act, omission or breach of this Agreement by Supplier (except to the extent caused by the negligence of BGIS); or (ii) third party claim against BGIS US arising out of the provision of the Services by Supplier.

- 7.2. Supplier's indemnification obligations set forth in this paragraph shall not be limited in any way by any limitation on amount or type of damages, compensation benefits payable by Supplier or anyone employed by Supplier under workers' compensation acts, disability benefit acts, or any other employee benefit acts, any limits on the insurance coverage of Supplier or any insurance coverage of any person or entity entitled to indemnification pursuant to this paragraph.
- 7.3. BGIS US SHALL NOT BE LIABLE TO SUPPLIER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS OR FAILURE TO REALIZE EXPECTED SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, HOWSOEVER SAME MAY BE CAUSED AND WHETHER OR NOT SUCH LOSSES WERE REASONABLY FORESEEABLE AT THE TIME OF ENTERING THIS AGREEMENT OR ANY ORDER.
- 7.4. With respect to any claim arising out of this Agreement, each of BGIS US and Supplier hereby agrees to waive its right to a jury trial.
- 7.5. Services in Texas. To the extent that Chapter 127 of the Texas Civil Prac. & Rem. Code, or any successor statute, applies to this Agreement or any Order and only in respect of Services performed in Texas, the indemnity obligations of Supplier shall be limited to and supported by available liability insurance coverage, at Supplier's expense, as follows:
 - (a) with respect to a mutual indemnity obligation, Supplier's indemnity obligation is limited to the extent of the coverage and dollar limits of insurance or self-insurance that Supplier as indemnitor has agreed to provide to BGIS US as indemnitee (BGIS US's indemnity obligation shall be limited to the extent of the coverage and dollar limits of Supplier's insurance or self-insurance); and.
 - (b) with respect to a unilateral indemnity obligation, the amount of insurance required in this Agreement shall not exceed the statutory maximum.
- 7.6. If Supplier fails to timely perform or observe any of the terms of this Agreement or any Order, BGIS US may, without notice to or demand upon Supplier, perform or otherwise cause compliance with the subject term. BGIS US taking such action shall not be considered a cure of the subject failure by Supplier. BGIS US may take such action without releasing Supplier from any obligations hereunder and without waiving or releasing any right or remedy of Supplier under this Agreement, at law or in equity with respect to the subject failure by Supplier. Supplier shall pay to BGIS US, upon demand, all costs incurred by BGIS US in connection with the remedying by BGIS US of defaults by Supplier under any Order and all other amounts paid and obligations incurred by BGIS US in connection with any default by Supplier under this Agreement or any Order, and in collecting or attempting to collect the amounts payable by Supplier to BGIS US or in enforcing or attempting to enforce any rights of BGIS US under this Agreement.

8.0 ASSIGNMENT, SUBCONTRACTING AND CHANGE IN CONTROL

- 8.1. Supplier shall not assign any Order or this Agreement without the prior written consent of BGIS US, which consent may be withheld at BGIS US's sole discretion. BGIS US may, upon written notice to Supplier, assign its interest and obligations in an Order to the Client that the work is being

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performed for or any other party designated by the Client without Supplier's consent.

- 8.2. Supplier will promptly notify BGIS US of any anticipated change in the shareholdings of Supplier which would result in a change in the control of Supplier. In the event of any change in control not receiving the prior written approval of BGIS US, which approval BGIS US may withhold in its sole discretion, BGIS US may immediately terminate any Orders on notice to Supplier without incurring any liability to Supplier whatsoever.
- 8.3. Supplier shall not subcontract all or any part of the provision of any Order to any third party unless it obtains the prior written consent of BGIS US, which BGIS US may withhold at its sole discretion. If Supplier subcontracts or delegates any of its obligations in an Order to a third party, Supplier shall remain fully responsible for complete performance of all of Supplier's obligations set forth in the Order and for any such third party's compliance with the provisions set forth therein. In the event that BGIS US determines that an employee or subcontractor is not capable of performing the Services or is otherwise not acceptable to perform the Services, BGIS US, in its sole discretion, may require Supplier to remove such employee or subcontractor and Supplier shall make replacement, within a reasonable period of time, at no additional cost to BGIS US.

9.0 RECORDS

- 9.1. Supplier shall maintain complete and accurate books, records, accounts and invoices in relation to the Services and Orders. BGIS US and Client shall have the right at all reasonable times to examine such documentation to ensure compliance by Supplier with its obligations under any Order and this Agreement. All books, records, accounts and invoices in relation to the Services under an Order or as may be applicable shall be retained for a period of seven years. If an audit shows that Supplier has overcharged BGIS US, Supplier shall promptly pay to BGIS US an amount equal to the overcharge plus interest at the lesser of eighteen percent (18%) per annum or the highest rate permitted by applicable laws. This remedy is without prejudice to any additional remedy available to BGIS US at law or in equity.

10.0 HEALTH, SAFETY, SECURITY & SUSTAINABILITY

- 10.1. Supplier shall comply with BGIS US's Health and Safety Policy and Contractor Health, Safety and Environmental Handbook located at <https://www.bgis.com/us/suppliers.htm> and all safety regulations required by the Occupational Safety and Health Act or by any other Governmental Authority or Applicable Laws. In addition, Supplier shall comply with any health and safety policies and procedures issued by the Client. Any conflict, dispute, or inconsistency between any of the aforementioned programs, policies, and procedures, shall be resolved in favor of the most stringent program, policy, or procedure that affords Client the greatest amount of protection.
- 10.2. Supplier is solely responsible for taking reasonable precautions for the safety of Supplier's employees and subcontractors, and Supplier may not rely upon BGIS US's implied or stated control of the workplace to reduce this responsibility or assume that BGIS US controls or has the ability to control the presence or absence of hazardous conditions in the workplace to which Supplier's employees or subcontractors may be exposed.
- 10.3. Supplier shall indemnify and hold harmless BGIS US, and its affiliates, directors, officers, employees, representatives, successors, and assigns, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action, citations or liability, directly or indirectly, relating to or arising from Supplier's failure to take reasonable precautions for the safety of Supplier's employees and subcontractors.

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- 10.4. Subject to applicable laws, prior to performing Services and thereafter at least once annually, Supplier shall, at its sole cost, conduct reasonable background checks to diligently attempt to determine whether any of its employees, agents and contractors engaged in the provision of Services have any record of criminal convictions, including but not limited to, drugs, assault or combative behavior, fraud or theft. Supplier will not permit any of its employees, agents and contractors engaged in the provision of Services with such history to provide or continue to provide Services, without the prior written consent of BGIS US, which consent may be withheld at BGIS US's sole discretion. Supplier shall also confirm educational backgrounds and work history.
- 10.5. Supplier's employees, agents and contractors engaged in the provision of Services shall not be impaired from the use of alcohol, drugs (including cannabis and cannabis-related products) or the negative effects of medications or any other substance that could cause impairment, while providing Services to BGIS US, while present at the service sites or while attending any BGIS US or Client events. For clarity, BGIS US may termination any Order in the event of a breach of this Section.
- 10.6. Sustainability. Supplier will use only environmentally friendly products to the extent available. Supplier will remove all waste materials from Client Location and dispose of same in an environmentally friendly manner permitted by Applicable Laws. Supplier will abide by all LEED requirements if service site is LEED certified.
- 10.7. Clean Up. Supplier shall maintain the Client Location in a safe and tidy condition and free from the accumulation of waste products and debris caused by the Services. Supplier shall remove, at its cost, waste products and debris caused by Supplier to the satisfaction of BGIS US. If BGIS US instructs Supplier to perform these housekeeping requirements and Supplier fails to do so within a reasonable time, BGIS US shall have the right to have the work performed by whatever means may be expedient and Supplier shall pay all reasonable costs of such clean-up and removal of waste products and debris.
- 10.8. Supplier shall not bring, install, keep, maintain or use in or on the service site, or cause, authorize or permit any person to bring, install, keep, maintain or use any substances, materials, equipment or apparatus which is likely to cause or in fact causes: (i) damage to the site; (ii) dust, noise or vibration or any other nuisance to the owners or occupiers of any property adjoining or near the site; (iii) the generation, accumulation or migration of any Hazardous Substances in an unlawful manner whether within or outside the site; or (iv) interference with or an adverse effect on the health or wellbeing of the occupants or visitors to the site.
- 10.9. Hazardous Materials. Supplier shall ensure that all hazardous materials and equipment (including any Hazardous Substances) used or stored on any of the Locations shall be kept in accordance with all applicable laws, good industry practices and properly and securely labelled and stored under appropriate supervision and used only by the appropriately trained and competent staff and shall prevent the unlawful generation, accumulation, discharge, emission or migration of any Hazardous Substances whether at or from the site. "**Hazardous Substances**" means any solid, liquid, gas, odor, heat, sound, vibration, radiation or any combination of them that may impair the natural environment, injure or damage property or plant or animal life or harm or impair the health of any individual and includes any contaminant, fuel, asbestos, legionella, waste, substance or material defined by applicable laws as hazardous, toxic or dangerous or any other substance or material prohibited, regulated or reportable pursuant to any applicable laws.

11.0 LAW AND ARBITRATION

- 11.1. This Agreement shall be interpreted in accordance with and governed by the laws of the state of

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Washington without regard to the laws of any other jurisdiction that might be applied because of the conflict of laws principles of the state of Washington. In the event that one or more of the provisions in this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respects, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired.

12.0 FORCE MAJEURE

- 12.1. **Definition: “Force Majeure” means** fires or other casualties or accidents, acts of God, severe weather conditions, strikes or labor disputes, war or other violence, or any law, order, proclamation, regulation, ordinance, demand, or requirement of any Governmental Authority, or an event that occurs owing to causes beyond the control of the Party (means BGIS US and Supplier, collectively, and “Party” means either BGIS US or Supplier), and in any event that (a) is not due to the financial inability of a Party, (b) occurs without fault or negligence of the Party claiming Force Majeure, and (c) could not be avoided by reasonable foresight and precautions on the part of the Party.
- 12.2. Force Majeure. Neither Party shall be liable to the other Party for any failure to perform its obligations under this Agreement or any Order to the extent caused by a Force Majeure.
- 12.3. Business Continuity. Supplier will have a business continuity or disaster recovery plan in place in respect of its obligations under this Agreement and any Order that enables Supplier to resume performing its obligations under this Agreement and any Order within 48 hours after any material interruption. Upon request, Supplier shall provide BGIS US with a copy of Supplier's business continuity or disaster recovery plan, acceptable BGIS US.

13.0 NOTICES

- 13.1. Any notice, demand, request, consent, approval, or other communication that is required or permitted by this Agreement to be given or made by a Party (collectively, “Notice”) shall be given, in writing, to Supplier at the address specified in the Agreement or to BGIS US at the following address:

to:	with a copy to:
BGIS US	BGIS Global Integrated Solutions
210 South Hudson St.	4175 14th Avenue
Suite # 318	Markham, Ontario L3R 0J2
Seattle, WA 98134	Canada
USA	
Attention: Strategic Sourcing Department	Attention: Strategic Sourcing Department
E-mail: StrategicSourcingUS@bgis.com	E-mail: procurement@bgis.com
- 13.2. Any Notice given in accordance with this Section shall be deemed to have been given on the Business Day (a day other than a Saturday or Sunday or a day when chartered banks in the city in which the Services are provided are not open to the public for business) on which it has been delivered personally or by courier, on the third Business Day following the date upon which it has been mailed by prepaid registered mail, or on the date on which was transmitted by facsimile or e-mail. BGIS US or Supplier may change its address for the purposes of this Section from time to time by giving written notice of such change to the other party in accordance with this Section.
- 13.3. If a strike or lockout of postal employees is then in effect or generally known to be impending, every Notice must be delivered personally or by courier or transmitted by facsimile, e-mail or functionally

equivalent electronic means of transmission.

14.0 WARRANTIES

- 14.1. Supplier warrants and undertakes that all the services and goods shall conform fully to the requirements of the work conducted hereunder. Supplier expressly warrants and agrees that it and its subcontractors and agents shall provide or perform all or part of the services hereunder in a professional manner with quality and workmanship to the reasonable satisfaction of BGIS US exercised in good faith, and that Supplier will provide highly skilled and competent employees, subcontractors and agents in the provision or performance of the Services. Supplier further warrants that such Services have been provided in compliance with all applicable laws and regulations and in accordance with the terms and conditions of any permits or licenses required to be obtained in connection with the furnishing of the Services and that the Services shall, for a period of not less than three (3) months, comply with any functional, performance, operational, and other specifications or characteristics that are related to such which are: (i) provided to Supplier in an Order; (ii) recognized in the field as an applicable standard for such Services; or, (iii) mandated by applicable law. Supplier agrees to furnish again at its cost and expense any Services not in strict compliance with the foregoing warranty.
- 14.2. Materials forming part or all of the Services will: (i) be free and clear of all liens and encumbrances, and BGIS US and Clients will be entitled to use the materials without disturbance; (ii) be new, like new or warranted as new and free from defect in manufacture, materials and design for a period of not less than one (1) year, or if applicable, such time as specified in the manufacturer's warranty; (iii) operate and/or function properly under ordinary use and in conformance with applicable specifications; and (iv) meet or exceed applicable equipment operation specifications for industry standards.

15.0 CONFIDENTIALITY

- 15.1. **“Confidential Information”** means all technical, business, or commercial information or documents of BGIS US or any Client, including information regarding the business, operations, customers, suppliers, personnel, business plans, intellectual property in any form, or that any reasonable person would conclude is confidential due to the nature of the information or circumstances under which it was disclosed, that is made available to Supplier, directly or indirectly, or developed or acquired by Supplier in performing the Services , except:
- (a) information that is or becomes part of the public domain, without fault of Supplier;
 - (b) information that Supplier can show was received by Supplier from an independent third party that is under no obligation to BGIS US regarding the information;
 - (c) information that Supplier can show was already in Supplier's possession at the time the information was made available to Supplier from BGIS US; or
 - (d) information that Supplier is required by Applicable Laws to disclose but only following notice to BGIS US and reasonable cooperation with any attempt by BGIS US to maintain the confidentiality of such information.
- 15.2. Except as otherwise expressly provided herein, Supplier agrees that Confidential Information will be used only in connection with the Services and not for any other purpose.
- 15.3. Supplier shall maintain the secrecy and confidentiality of Confidential Information and shall restrict

the possession, knowledge, and use of any Confidential Information to those of its employees and subcontractors who have a need to know the Confidential Information in connection with the Services.

- 15.4. Supplier shall be responsible for its employees' and subcontractors' compliance and will ensure that its employees in fact comply.
- 15.5. Upon BGIS US's request, at any time, Supplier shall comply with BGIS US's instructions to return or destroy all Confidential Information, and, upon request, Supplier shall provide written certification of its compliance with this Section.
- 15.6. Supplier acknowledges that a breach or threatened breach by Supplier of any of the provisions in this Section would cause BGIS US irreparable harm not compensable in damages alone. Supplier further acknowledges that it is essential to the effective enforcement of this Section that, in addition to any other remedies to which BGIS US may be entitled, BGIS US be entitled to seek and obtain interim, interlocutory and permanent injunctive relief without showing irreparable harm, specific performance and other equitable remedies.

16.0 ANTI-BRIBERY

- 16.1. Supplier warrants and undertakes to BGIS US that:
 - (a) it has not offered, promised, given or agreed to give and shall not during the Term of this Agreement offer, promise, give or agree to give to any person any bribe on behalf of BGIS US or otherwise with the object of obtaining a business advantage for BGIS US or otherwise;
 - (b) it will not engage in any activity or practice which would constitute an offence under any applicable Anti-Bribery Laws;
 - (c) it has and during the Term of this Agreement will maintain in place its own policies and procedures to ensure compliance with any applicable Anti-Bribery Laws.
 - (d) it will procure that any person who performs or has performed Services for or on its behalf ("Associated Persons") in connection with this Agreement complies with this Section;
 - (e) it will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this Section;
 - (f) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with this Agreement;
 - (g) from time to time during the Term of this Agreement, at the reasonable request of BGIS US, it will confirm in writing that it has complied with its undertakings under this Section and will provide any information reasonably requested by BGIS US in support of such compliance;
 - (h) report to BGIS US as soon as practicable any request or demand for any improper payments or other improper advantage of any kind received by Supplier from BGIS US or any other person in connection with the performance of this Agreement; and
 - (i) it shall notify BGIS US as soon as practicable of any breach of any of the undertakings contained in this Section of which it becomes aware.

17.0 INDEPENDENT CONTRACTOR

- 17.1. Supplier is providing Services pursuant to the Order strictly as an independent contractor and Supplier and its employees shall not be deemed employees or agents of BGIS US. None of the terms of this Agreement or any Order shall be deemed to create a partnership, joint venture, agency, employment, trust or other relationship between BGIS US and Supplier or any of their respective employees. Supplier shall not take or omit to take any action that may create any inference that Supplier is an agent of BGIS US, nor shall Supplier have any authority to create any obligation, express or implied, in the name or on behalf of BGIS US.
- 17.2. Notwithstanding any other term herein, in the event the relationship between Supplier or any of its personnel and BGIS US is construed as an employer/employee relationship, Supplier hereby releases and discharges BGIS US from all actions, claims and demands which Supplier may have against BGIS US arising out of or in any way connected with the provision of Services hereunder. Further, Supplier agrees to indemnify and save BGIS US harmless from and against all actions, claims, demands, costs, charges and expenses BGIS US may incur as a result of any acts or omissions caused by Supplier or the determination by a third party of an employee/employer relationship between the parties. Supplier also agrees to indemnify and save BGIS US harmless from and against any claims, charges, taxes, penalties, interest, premiums or demands that may be made, levied or charged to or against Supplier by any lawful authority having jurisdiction in matters relating to income tax, employment, unemployment or employment insurance, pensions, health insurance, workers compensation, or similar obligations, in respect of any of Supplier's activities.

18.0 NO PUBLICITY

- 18.1. Supplier, and its subcontractors, shall not make any public announcements, media release, or public disclosures (including in any promotional or marketing materials) relating to this Agreement, any Order, BGIS US, or any Client, including the use of any name, trade name, trademark, or logo of BGIS US or any Client, without BGIS US's prior written consent.

19.0 ENTIRE AGREEMENT

- 19.1. These Terms and Conditions and the applicable Order(s) shall be the entire agreement between the parties with respect to the Services referred to in the P/O(s) and these Terms and Conditions and the applicable Order(s) are herein collectively referred to as "this Agreement".
- 19.2. In the event that a Client requires Supplier to comply with any other terms and conditions related to the provision of the Services, such terms and conditions shall be provided to Supplier in a separate schedule and shall form a part of these Supplier T&Cs ("**Client Terms**"). In the event of a conflict or inconsistency between the Client Terms and this Agreement or any Order, the Client Terms shall prevail.
- 19.3. BGIS US objects to and rejects any other terms and conditions that may be proposed by Supplier or that appear on or are referenced in Supplier's quotation, bid, acknowledgement or other documents of Supplier that are in addition to or otherwise not consistent with this Agreement.

20.0 COMPLIANCE MONITORING

- 21.0 Supplier will subscribe for and pay the related fees therefor for a third-party compliance service designated by BGIS US from time to time to monitor Supplier's set-up and compliance obligations in connection with the Services, failing which, BGIS US may terminate any Order on written notice and such remedy shall be in addition to any other remedies that BGIS US has in contract, law or equity. The subscription cost shall be for Supplier's account and shall not be charged to BGIS US

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as a disbursement, pass through or other recoverable cost.

22.0 ACKNOWLEDGEMENT

By signing below, Supplier agrees that if and when it supplies Services to or on behalf of BGIS US pursuant to an Order, such transaction(s) shall at all times be subject to this Agreement.

Name:

Signature:

I/We have authority to bind Supplier

Title:

Company:

Date:
