

## Supplier Terms & Conditions

### 1. **SCOPE AND TERMS & CONDITIONS PRECEDENCE**

- 1.1. Goods and/or services (“**Deliverables**”) ordered by BGIS Global Integrated Solutions Canada LP or any subsidiary or affiliate thereof including but not limited to BGIS Workplace Solutions Inc. on its own behalf or as agent for a third party (collectively, “**BGIS**”) in a purchase order or work order (“**P/O**”) issued to you (“**Supplier**”) shall be timely furnished and invoiced in strict conformity with the P/O (description, quantity, price, location, billing instructions, etc.), these terms and conditions, applicable law and applicable Policies (meaning policies of BGIS and/or its customer (“**Client**”) which may include policies relating to Supplier Code of Conduct, health and workplace safety which have been shared with the Supplier in advance or otherwise made available on BGIS’s website at <http://www.bgis.com/our-suppliers/>) and, at all times, in a professional and competent manner by persons qualified and skilled in their occupations.
- 1.2. In accepting a P/O from BGIS, the Supplier will undertake the P/O in accordance with:
  - (a) the valid, current and executed contract with BGIS for the work ordered (“**Current Agreement**”);
  - (b) where no Current Agreement is in place, these terms and conditions executed and filed with BGIS specific to the Client for which the P/O is being undertaken (“**Supplier T&Cs**”); or
  - (c) where no Current Agreement and no Supplier T&Cs are applicable BGIS the Terms & Conditions published at the following site: <http://www.bgis.com/our-suppliers/>.
  - (d) Client means Shell as defined in the attached [Schedule A](#).

### 2. **DELIVERABLES**

- 2.1. The Supplier shall supply all labour, supplies, equipment, and services required to produce the Deliverables under a P/O including the provision of any and all labour, 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 Deliverables. If any of the Deliverables, in the reasonable opinion of BGIS, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense.
- 2.2. The Supplier is providing Deliverables pursuant to the P/O strictly as an independent contractor.

### 3. **CONFLICT OF INTEREST**

- 3.1. The Supplier shall not engage in any activity or provide any services to BGIS where such activity or the provision of such services creates a conflict of interest or perceived conflict of interest with the provision of the Deliverables. The Supplier acknowledges and agrees that it shall be a conflict of interest to provide Deliverables if Supplier is related in law to another company that has bid on the Deliverables, or if Supplier uses confidential competitor or BGIS information to support the bid for the award of the BGIS P/O, or if Supplier employees or subcontractors are related by family or business relationship to

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BGIS employees or Client employees where such relationship can be considered to impact the award of the P/O or provision of the Deliverables.

- 3.2. The Supplier shall disclose to BGIS 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 resulting from the disclosure. Disclosure to be made in writing to:

BGIS Global Integrated Solutions  
4175 14th Avenue  
Markham ON L3R 0J2  
Attention: Vice President, Legal

- 3.3. Breach of this Conflict of Interest provision may result in termination of the P/O in addition to any other remedies that BGIS has in contract, in law or in equity.

### **4. PRICE & PAYMENT**

- 4.1. Unless otherwise specified, all references to money amounts are to Canadian currency.
- 4.2. BGIS shall be charged the price for the Deliverables stated in the P/O provided by BGIS. For P/Os whose value is anticipated to exceed of \$1,000.00, where the P/O is issued to the Supplier without BGIS accepting a corresponding quotation from the Supplier, the Supplier will obtain additional written instruction to proceed confirming scope and pricing from BGIS prior to proceeding with the Deliverables.
- 4.3. The price for the Deliverables is exclusive of GST, HST, TVQ and inclusive of PST.
- 4.4. The price for the Deliverables includes all other taxes, tariffs, duties and/or levies that may be payable in Supplier's province, territory and country in relation to the performance of this agreement.
- 4.5. Payment of Supplier's invoices shall be made by cheque or electronic transfer of funds 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. To be considered for payment an invoice shall be: (i) properly addressed; (ii) contain a valid purchase order or work order number; (iii) specify, where applicable, an itemized charge for labour, materials and/or goods, and all applicable taxes; (iv) specify the location where the Deliverables were delivered; and, (v) where applicable, consolidates all current charges by reflecting all Deliverables provided to all locations to which Deliverables were provided. Additionally, to be eligible for payment Supplier must have provided all qualification documentation to BGIS including evidence of insurance, health and safety policy, and applicable workers compensation board clearance certificates.
- 4.6. The Supplier agrees that where Deliverables are ordered pursuant to a BGIS work order, the work order corresponding to the Supplier invoice must have a status of complete in BGIS's work order system to be processed. The Supplier must notify BGIS 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's system will not be considered to be invoiced until such status is updated.
- 4.7. Supplier agrees that upon request by BGIS, should Supplier not be able to produce a workers compensation board clearance certificate evidencing that its workers undertaking the Deliverables are covered by workers compensation during the term of

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the P/O then the Supplier invoices may not be considered to be correctly submitted until such evidence is provided.

- 4.8. The Supplier agrees to waive payment for Deliverables not invoiced within six (6) months after the issuance of the corresponding P/O where such Deliverables are scheduled for completion within three (3) months of issuance of the P/O. Where Deliverables are scheduled for completion beyond three (3) months of issuance of the P/O, the Supplier agrees to waive payment for Deliverables not invoiced within 6 months after substantial performance of the Deliverables ordered under the P/O.
- 4.9. Whenever any sum of money shall be recoverable from or payable by Supplier to BGIS, the same may be deducted from any sum due or which at any time thereafter may become due to Supplier under any P/O raised by BGIS.

### **5. TERM & TERMINATION**

- 5.1. Unless otherwise specified, a P/O 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 Supplier T&Cs ("**Term**").
- 5.2. Where BGIS has issued a P/O, BGIS may terminate the P/O in whole without cause immediately by issuing such termination in writing to the Supplier. BGIS may immediately terminate a P/O in whole or part if Supplier has breached its terms and BGIS has notified the Supplier to this effect. Upon termination, BGIS shall be liable solely for payment of Deliverables furnished to the date of termination. Upon termination, Supplier will use commercially reasonable efforts to minimize and mitigate its cost to wind up the provision of the Deliverables.

### **6. INSURANCE AND WORKERS' COMPENSATION**

- 6.1. The Supplier shall, prior to performing the Services, provide BGIS with the following:
  - (a) A certificate of insurance confirming the Supplier has in place for the Term of the P/O commercial general liability insurance in an amount not less than two million dollars (\$2,000,000) inclusive per occurrence for personal injury, bodily injury, death and property damage. The certificate must name BGIS and the Client as additional insureds, and the insurance may not be cancelled or modified without fifteen (15) days prior written notice. When required by BGIS, the Supplier shall immediately add new Client(s) as additional insured(s) on insurance certificates to be provided hereunder; and/or
  - (b) A certificate of insurance confirming the Supplier has in place for the Term of the P/O commercial automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with a minimum bodily injury (including death) and property damage (including loss of use) limit of two million dollars (\$2,000,000) inclusive, per occurrence; and/or
  - (c) A clearance certificate issued pursuant to the workers' compensation legislation in effect in each of the jurisdictions where Deliverables are to be provided confirming employees of the Supplier furnishing Deliverables are covered by

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workers' compensation insurance or equivalent legislative compensation scheme and that payments due thereunder are up to date ("**WC Compliance**").

- 6.2. BGIS shall have the right, acting reasonably, to require higher limits or other types of insurance coverage(s) as necessary and appropriate under the circumstances.
- 6.3. For Suppliers supplying professional services must carry and provide proof of professional errors and omissions coverage limit of one million dollars (\$1,000,000) inclusive.
- 6.4. The Supplier shall comply with workers' compensation legislation in effect from time to time at all locations where the Deliverables are furnished. The Supplier shall provide current WC Compliance upon request.

### **7. INDEMNITIES AND LIABILITY**

- 7.1. Supplier agrees to indemnify and hold harmless BGIS (including its directors, officers, employees, and agents) from and against
  - (a) any claim (including but not limited to reasonable legal fees and disbursements) in respect of loss of, damage to or destruction of property or bodily injury including death arising from, relating to, or in connection with the provision of the Deliverables; and
  - (b) all costs, damages and other liabilities (including but not limited to reasonable legal fees and disbursements) that result from such claim, if such claim is caused by or arises from an act or omission of Supplier or those for whom it is responsible, except to the extent such claim is caused by or arises from the negligence, gross negligence, willful misconduct, or unlawful act of BGIS.
- 7.2. Supplier shall indemnify and hold BGIS, its partners and each of their respective officers, directors and employees (collectively, "Indemnified Parties") harmless from any and all claims and losses of any kind whatsoever (including, without limitation, fines and penalties) suffered by or imposed upon any Indemnified Party due to, as a result of or arising out of the Supplier's failure to comply with this provision or any applicable workers' compensation legislation and this provision will survive the expiry or termination of any P/O or agreement constituted by the acceptance of any P/O.

### **8. ASSIGNMENT**

- 8.1. The Supplier shall not assign a P/O without the prior written consent of BGIS. If the Supplier subcontracts or delegates any of its obligations in a P/O to a third party, the Supplier shall remain fully responsible for complete performance of all of the Supplier's obligations set forth in the P/O and for any such third party's compliance with the provisions set forth therein. BGIS may, upon written notice to the Supplier, assign its interest and obligations in a P/O to the Client for which the work is being performed.

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### **9. RECORDS**

- 9.1. The Supplier shall maintain complete and accurate books, records, accounts and invoices in relation to the Deliverables and P/O, and shall upon request grant BGIS and the Client audit rights in respect of all said books, records, accounts and invoices relating to the Deliverables under a P/O.

### **10. HEALTH, SAFETY, SECURITY & SUSTAINABILITY**

- 10.1. Supplier acknowledges reading, reviewing and informing its staff of BGIS's Health & Safety Policy and agreeing to abide by all applicable legislated and mandated health & safety requirements. Supplier agrees to provide all required health and safety training at its own cost for its staff as related to providing the Deliverables outlined in this agreement.
- 10.2. Supplier agrees to provide annual security clearance checks at its own cost on all employees that have access to Client locations to provide the required Deliverables. BGIS will provide the specific security requirements based on the Client being serviced.
- 10.3. Supplier will use only environmentally friendly products, if available. Supplier will remove all waste materials from service site and dispose of in an environmentally-friendly manner, including reuse and recycling. Supplier will abide by all LEED requirements if service site is LEED certified.

### **11. LAW AND ARBITRATION**

- 11.1. These Supplier T&Cs shall be interpreted in accordance with and governed by the laws of Ontario and all laws of Canada applicable therein and all disputes among the parties shall be submitted to the courts of the Province of Ontario.

### **12. FORCE MAJEURE**

- 12.1. "Force Majeure" means any event that occurs owing to causes beyond the control of the party claiming Force Majeure that is unforeseeable and unavoidable and not due to the financial inability of a party to perform its obligations under these Supplier T&Cs and that occurs without fault or negligence of the party claiming Force Majeure.
- 12.2. A failure of Supplier to perform its obligations under these Supplier T&Cs caused by Supplier's subcontractors shall only be considered as Force Majeure if the criteria stated in Clause 12.1 are all met in respect of such subcontractor and BGIS accepts such event as Force Majeure under these Supplier T&Cs.

### **13. NOTICES**

- 13.1. Unless otherwise agreed in writing, all documentation, contacts, or notices shall be made strictly through BGIS's Sourcing Department and addressed to:

BGIS Global Integrated Solutions  
4175 14th Avenue

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Markham ON L3R 0J2  
Attention: Sourcing Manager  
E-mail: [procurement@bgis.com](mailto:procurement@bgis.com)

- 13.2. BGIS retains the right, should Supplier not be able to meet BGIS's service requirements, to purchase the Deliverables elsewhere and BGIS's obligations under these Supplier T&Cs will be reduced accordingly.

### 14. **WARRANTIES**

- 14.1. The Supplier warrants and undertakes that all the Deliverables shall conform fully to the requirements hereunder. Supplier expressly warrants and agrees that it and its subcontractors and agents shall provide or perform all or part of the Deliverables hereunder in a professional manner with quality and workmanship to the reasonable satisfaction of BGIS exercised in good faith, and that supplier will provide highly skilled and competent employees and/or subcontractors and agents in the provision or performance of the Deliverables. Supplier further warrants that the Deliverables have been provided in compliance with all applicable laws and regulations and in accordance with the terms and conditions of any permits or licences required to be obtained in connection with the furnishing of the Deliverables and that the Deliverables 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 a P/O; (ii) recognized in the field as an applicable standard for such Deliverables; or, (iii) mandated by applicable law. Supplier agrees to furnish again at its cost and expense any Deliverables not in strict compliance with the foregoing warranty.
- 14.2. Materials forming part or all of the Deliverables will: (i) be free and clear of all liens and encumbrances, and BGIS 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. **CONFIDENTIALITY**

- 15.1. The parties agree to protect and keep all data and information disclosed by each party in relation to this Agreement confidential.
- 15.2. Supplier shall not assign to any third party any or all of its rights and obligations under this Agreement without prior written consent of BGIS. These Supplier T&Cs and applicable P/O shall inure to the benefit of and be binding upon the successors and assigns of both parties.

### 16. **ENTIRE AGREEMENT**

- 16.1. These Supplier T&Cs and the applicable P/O(s) shall be the entire agreement between the parties with respect to the Deliverables referred to in the P/O(s).

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- 16.2. The schedules identified below and attached to these Supplier T&Cs are incorporated herein and made a part hereof by reference. Any references to these Supplier T&Cs shall include these attachments. Supplier acknowledges that it has received a copy of these Supplier T&Cs and the schedules, has read and understands all of their terms and conditions, and further acknowledges and agrees that these Supplier T&Cs incorporates and includes the terms and conditions set forth in the schedules, and agrees to be bound by them.

### 17. **COMPLIANCE MONITORING**

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

### 18. **ACKNOWLEDGEMENT**

By signing below, Supplier agrees that if and when it supplies Deliverables to or on behalf of BGIS pursuant to a P/O, such transaction(s) shall at all times be subject to these Supplier T&Cs.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A- Shell (Retail)

In case of conflict between this schedule and the BGIS Supplier Terms and Conditions (the “T&Cs”), the provisions that are the strictest against the Supplier shall govern to the extent of that conflict or inconsistency

### 1. General

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them under the T&Cs.

- 1.1. **"Anti-Bribery Laws"** means the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010 (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Governmental Authority or any other person.
- 1.2. **"Intellectual Property Rights"** means all intellectual property rights, including patents, copyright, designs, trade or service marks, semiconductor, topography rights, database rights, rights in confidential information, including know-how and trade secrets, moral rights or other similar rights in any country (all whether or not registered, including all applications for any of them and all equivalent rights in all parts of the world) and all rights of confidence, whenever and however arising for their full term and including renewals and extensions.
- 1.3. **"Personal Data"** means data, which relate to a living individual who can be identified directly or indirectly from those data, or from those data and other information, which is in the possession of or is likely to come into the possession of the Supplier.
- 1.4. **"Shell"** means Shell Canada Products.
- 1.5. **"Shell IPR"** means all Intellectual Property Rights of Shell or Affiliates of Shell, including in and to all materials, documentation and information and data (including but not restricted to technical information and data and including information in computerised or whatever other form) or any Work Product generated in the performance of the Supplier's obligations under this Agreement, including any Order.
- 1.6. **"Shell New IPR"** means all right, title and interest, including any Intellectual Property Rights, in and to any modifications, amendments, enhancements and/or improvements to Shell IPR generated in connection with this Agreement, including any Order.
- 1.7. **"Work Product"** means any and all information, created or generated under this Agreement.
- 1.8. This Schedule, including terms defined herein, relates only to Deliverables provided in relation to Shell and not in respect of any other Customer.
- 1.9. The Supplier shall provide the Deliverables in accordance with this Schedule.

### 2. Policies

- 2.1. The Supplier shall provide the Deliverables, or cause the Deliverables to be provided by Subcontractors, in accordance with policies applicable to the provision of the



Deliverables as are made available to the Supplier from time to time (the “**Shell Policies**”), including the following:

- (a) Shell General Business Principles, available at: <http://www.shell.com/sqbp>
- (b) Shell Code of Conduct, available at: <http://www.shell.com/codeofconduct>
- (c) Health and Safety Policy
- (d) Environmental Policy
- (e) Drugs + Alcohol Policy

The Shell Policies may be amended or supplemented by Shell, in its sole discretion, from time to time throughout the Term. Any changes and/or additions to the Shell Policies shall be at no additional cost to BGIS. BGIS has provided Supplier with copies of the Shell Policies and Supplier hereby acknowledges receipt of the Shell Policies.

### **3. Conflicts of Interest**

- 3.1. The Supplier shall establish reasonable precautions to prevent making, receiving, providing or offering substantial gifts, extravagant entertainment, payments, loans, or other considerations for the purpose of influencing individuals to act contrary to Shell’s best interests.

### **4. Records and Auditing**

- 4.1. The Supplier shall maintain such filing, records, and accounts (either physically or electronically) as necessary for proper management of this Agreement and to assure compliance with Anti-Bribery Laws. These shall be set up, kept, and maintained such that status of all transactions made in connection with this Agreement are clear, accurate, and reflective of the activities to which they pertain and accessible at any time on reasonable notice and in accordance with generally accepted accounting principles, to comply with all local laws and these practices shall be consistently applied.
- 4.2. The Supplier shall maintain an adequate framework of internal business controls enabling the Supplier to submit yearly a letter of representation confirming that the Supplier has not been a party to the offering, paying or receiving of bribes or a party to any activity that violates the Shell General Business Principles or Anti-Bribery Laws.

### **5. Removal of Supplier Staff**

- 5.1. Shell shall have the right on reasonable notice to BGIS to request the removal of any of the Supplier’s personnel directly involved in the provision of the Deliverables and the replacement by another member of the Supplier’s suitably qualified personnel.

### **6. Insurance**

- 6.1. Minimum Insurance Coverage. Without limited the Supplier’s liabilities, the Supplier shall procure and maintain for the duration of this Agreement, the following policies:
  - (a) Workers’ compensation or local statutory schedule with Employer’s Liability Insurance with limits of not less than ten million dollars (\$10,000,000) each occurrence, both coverages to be endorsed as required under any state/provincial or national/federal statute or through any common law process;
  - (b) Business or Commercial Automobile Liability Insurance or local statutory scheme

(if scheme has limits higher than five million dollars (\$5,000,000)) covering all vehicles used in the operations of the Supplier with limits of not less than five million dollars (\$5,000,000) each accident; and

- (c) Commercial General Liability Insurance (including, but not limited to, contractual liability and sudden and accidental pollution) with combined bodily/personal injury and property damage limits of not less than five million dollars (\$5,000,000) each occurrence.
- (d) Where required, Professional Indemnity Insurance with a limit of not less than one million United States dollars (US\$1,000,000) for any one claim.
- (e) Pollution liability insurance with minimum limits of two million dollars (\$2,000,000) for each occurrence. Coverage will include bodily injury, property damage, loading, unloading, mold, cleanup costs, and, if applicable, non-owned disposal sites. If written on a claims made basis, any retroactive date will be prior to the date of performance hereunder. Coverage will be extended or renewed to remain in force for a minimum of two (2) years after the end of the Term.

6.2. Evidence of Insurance. Whenever requested, the Supplier shall furnish evidence satisfactory to BGIS that such insurances are in effect. To the maximum extent permitted by applicable law, all insurance policies maintained by the Supplier shall provide a waiver of subrogation in favour of Shell and BGIS. Additionally, to the maximum extent permits by applicable law, the Supplier's insurance policies shall name Shell (and its members, subsidiaries, and affiliates) and BGIS as co- insured/additional insured's with respect to all applicable insurance coverage and allow for the separation of insured's.

6.3. Primary Insurance. Any such insurance shall be regarded as primary insurance underlying any other insurance available to Shell, but only to the extent the Supplier is liable to Shell.

6.4. Unenforceability. If it is judicially determined that any of the insurance obligations under this Agreement are unenforceable in any respect under applicable law, said obligations shall automatically be amended to conform to the maximum limits and other provisions in the applicable law for so long as the law is in effect.

## **7. Examination of Deliverables**

7.1. Right to Inspect. Shell may examine the Deliverables during the performance and is entitled at any time (including, without limitation after the performance of the Deliverables) to reject any item of the Deliverables, which is not performed in accordance with the provisions of this Agreement or any Order. No such examination or the absence thereof shall relieve the Supplier of any of its obligations under this Agreement or any Order.

7.2. Rejected Deliverables. The Supplier shall re-perform the Deliverables so rejected by Shell within such time as practical and/or agreed without additional cost to BGIS.

## **8. Intellectual Property, Ownership and Use**

8.1. IP Rights of Shell. The Supplier acknowledges that Shell IPR are and will at all times

remain vested in Shell or an Affiliate of Shell. All Shell New IPR will vest in Shell promptly upon generation of the same. The Supplier irrevocably waives, and will cause the Supplier Parties to irrevocably waive, any moral or similar non-transferable rights which it or its employees or subcontractors may have in respect of Shell New IPR. The Supplier will execute, and will cause the Supplier Parties to execute, such documents and/or take such other steps as may reasonably be necessary to transfer Shell New IPR to Shell or its nominee and otherwise to secure, protect and enforce such rights for the benefit of and full use of Shell and Affiliates of Shell.

- 8.2. Rights to Title. The Supplier warrants and represents that any Work Product shall be the original work of the Supplier, its employees, and if applicable, other third parties engaged by it. Subject to applicable rights, all rights, title and interest, including without limitation any Intellectual Property Rights, in and to any and all of the Work Products shall vest exclusively in Shell immediately and unconditionally on the Work Product having been generated, created or written and are hereby assigned and/or shall be assigned to Shell by the Supplier. The Supplier irrevocably waives, and shall cause its employees and subcontractors to irrevocably waive, any moral or similar non-transferable rights which it or its employees or permitted subcontractors may have in respect of the Deliverables or a Work Product. At Shell's request, the Supplier shall execute, and shall cause its employees and subcontractors to execute, such documents and/or take such other steps as may reasonably be necessary properly to transfer such rights to Shell or its nominee and otherwise to secure, protect and enforce such rights.
- 8.3. FMC Procurement of IP. Where equipment, designs, processes, methods, information, Work Product or Deliverables specified and/or delivered by the Supplier and used or proposed to be used by the Shell or other Shell Affiliates or its nominees are held or likely to be held to constitute infringement and their use is or would be wholly or partially prevented, the Supplier shall at its own expense either procure the right to use the same or replace them with non-infringing equipment, designs, processes, methods, information, work or products of at least equivalent functionality.

## **9. Communication/Publication**

- 9.1. Neither the Supplier nor any agents or Supplier Parties shall use Shell's registered trademarks without having obtained prior written permission from a properly authorised representative of Shell for any use of such registered trademarks.
- 9.2. Publication. Neither the Supplier nor Supplier Parties shall make any reference to this Agreement in advertisements and/or publications nor shall the Supplier or Supplier Parties use Shell's name in respect of any publicity, either written verbal or in any other manner without Shell's prior written consent.

## **10. Indemnity**

- 10.1. Indemnification of Shell by the Supplier. The Supplier shall be responsible for and shall save and indemnify, defend and hold harmless Shell and its Affiliates from and against all claims, losses, damages, costs, expenses and liabilities in respect of:
- (a) loss of or damage to the property of the Supplier Parties whether owned, hired, leased or otherwise provided by the Supplier Parties arising from or relating to the performance of the Deliverables;
  - (b) personal injury including death or disease to any person employed by the

Supplier Parties arising from or relating to the performance of the Deliverables;

- (c) personal injury including death or disease or loss of or damage to the property of any third party to the extent that any such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of the Supplier Parties.

10.2. Indemnification by the Supplier for Environmental Incidents. The Supplier shall be responsible for and hold harmless Shell and its Affiliates from and against any claims losses, damages, costs (including legal costs), expenses and liabilities arising from pollution and or contamination emanating from the property or equipment of the Supplier Group arising from or related to the performance of the Deliverables.

## **11. Compliance**

11.1. The Supplier shall not make use of child labour as defined by the International Labour Organisation in its Minimum Age Convention (138). The Supplier shall take all appropriate measures to ensure that no child labour occurs at its business or production places or that of the Supplier Parties.

## **12. Data Protection**

12.1. The Supplier warrants that it will comply with all requirements of Applicable Law relating to Personal Data.

12.2. The Supplier shall not process or disclose any Personal Data except in accordance with instructions from the owner and having regard to the provisions of Applicable Law relating to Personal Data.

12.3. The Supplier shall take appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.

12.4. The Supplier shall fully indemnify and hold harmless Shell against all losses, claims, damages, fees, and expenses incurred by the other as a result of a breach of this Section.

## **13. Assignment**

13.1. This Agreement shall be assignable by BGIS to Shell or its designee.

13.2. In the event that Shell terminates its contract with BGIS or a BGIS Affiliate, BGIS or the BGIS Affiliate, as the case may be, shall be entitled to do the following:

- (a) Transfer to Shell or its nominee to the extent desired by Shell all of the relevant parts of the rights/title/liabilities and subcontracts relating to the Deliverables, including this Agreement, as well as data and/or documentation relating to the Agreement or relevant Orders.
- (b) In case of such termination, the Supplier shall co-operate with any successor of BGIS or the BGIS Affiliate to the extent necessary to guarantee continuity for Shell's retail business, including providing all necessary information to the successor and training of the successor's personnel.

## **14. Health, Safety, Security and Environmental Requirements**

- 14.1. POST Training: Suppliers working on the Customer site(s) shall ensure that any employees and/or sub contractors are all certified to the current Petroleum Oriented Safety Training (“POST”) requirements. Technicians are required to have a copy of their POST certification on their person as proof of training at all times while on site performing the Deliverables under the Agreement.
- 14.2. Qualified & Certified Technicians: The Supplier agrees to perform the services only by qualified and certified technicians with appropriate manufacturer’s training and certification at the Sites where the work will be performed. Use of unqualified and uncertified technicians for any work will constitute a default.
- 14.3. On Site Requirements: Notwithstanding anything in the Agreement, the Supplier shall follow the Health and Safety requirements as set out herein at all times while on site performing the Deliverables under the Agreement.
- 14.4. The Supplier understands that:
  - (a) working from a stand-alone ladder (*e.g. extension ladder, straight ladder*) is prohibited for all maintenance and construction activities occurring at the Customer site(s). These ladders may only be used for access or egress (*e.g. going to and from a location*) purposes only.
  - (b) All steel mobile scaffolds are banned from use on all Customer sites. Only modular aluminum mobile scaffolds with an internal ladder will be permitted on Customer sites.
- 14.5. The Supplier understands that it is responsible for ensuring that you, your employees and subcontractors’ are required to understand and fully comply with these the Health and Safety requirements under the Agreement. In the event of a breach of the Health and Safety requirements, and a subsequent that an investigation confirms that a person willingly choose to not comply with these Health and Safety requirements, the person who violated the these requirements will be removed from the Customer site, and will not be allowed to work again for Customer or at any Customer site. Additionally, and subject to the investigation, the Suppliers’ supervisors or management staff that create or tolerate situations of non-compliance to the Health and Safety requirements may at the discretion of BGIS be removed from the Customer site, and will not be allowed to work again for Customer or at any Customer site.
- 14.6. The Supplier shall at all times during the term of the Agreement ensure that:
  - (a) it, along with its employees, agents, representatives and subcontractors are familiar and have received all required training with regard to all Health and Safety requirements under the Agreement;
  - (b) you do not assign any of your employees, agents, representatives or subcontractors to work at the Customer site or to perform work for you for any portion of the Deliverables to be delivered under the Agreement if that employee, or subcontractors has been previously removed from a Customer site or from performing work for you under the Deliverables to be performed under this Agreement.
- 14.7. Life-Saving Rules
  - (a) The Deliverables are performed with a valid work permit;

- (b) Gas tests are conducted when required;
- (c) Isolation has been verified prior to commencing with the work and use the specified life protecting equipment;
- (d) It has obtained all necessary authorizations prior to entering a confined space;
- (e) It has obtained all necessary authorizations prior to overriding or disabling any safety mechanism;
- (f) It has taken all necessary steps to protect itself from falls when working at heights;
- (g) Does not permit the passing of personnel under suspended loads at any time;
- (h) Smoking outside of designated areas is not permitted;
- (i) Drinking alcohol and use of drugs is not permitted;
- (j) It observes the law at all times, specifically, but not limited to the use of cellular telephones while operating a motor vehicle, and observing all driving laws while operating a motor vehicle;
- (k) Seat belts when required by law are worn at all times; and
- (l) All Journey Management Plans are followed.

14.8. Compliance Audits: During the course of this Agreement BGIS may/will request a list of all Suppliers' Sub Contractors for a safety compliance audit.

## **15. Work Order Response Time and Operations Centre & Real Suite Integration**

### **15.1. Work Order Response Time**

Work orders for service responses are dispatched from the BGIS Operations Centre on behalf of Shell with the following priority levels. Each is associated with a corresponding response time as per the following table:

P5	Immediate (4 HR)								
P4	Same Business Day (8 HR)								
	Tier 1			Tier 2			Tier 3		
	P3	P2	P1	P3	P2	P1	P3	P2	P1
Very High	8 HR	24 HR	5 Days	24 HR	24 HR	5 Days	24 HR	5 Days	5 Days
High	8 HR	24 HR	5 Days	24 HR	24 HR	5 Days	5 Days	5 Days	5 Days
Medium	24 HR	5 Days	5 Days	24 HR	5 Days	5 Days	5 Days	30 Days	30 Days
Low	5 Days	30 Days	30 Days	5 Days	30 Days	30 Days	30 Days	30 Days	30 Days

The four options for fix time targets are defined as follows:

<b>Emergency = Immediate</b>
<b>Same business day (8 HR):</b> For qualifying calls coming in before 4pm. For later ones, it would be first job next day.
<b>24 hours:</b> Within 24hours from the time the Work Order is raised.
<b>5 days:</b> Within 5 calendar days from the time the Work Order is raised, weekend/holidays included in this time period.
<b>30 days:</b> Within 30 calendar days from the time the Work Order is raised, weekend/holidays included in this time period. The work can be bundled or undertaken during the Mobile Technician (MT) planned visits.

The situation is a site emergency - The emergency services have been called. The site is completely shutdown.	P5
The situation present a health & safety risk to site staff and/or customers	P4
The EQ stopped working / The site stopped operating normally or selling product(s) to the customer	P3
The EQ fault impact the sites ability to operate normally or sell products to the customer	P2
The equipment is faulty however it has <u>NO</u> direct impact on the site operations/consumer	P1

EQ = Equipment      P1 = Priority 1      P2 = Priority 2      P3 = Priority 3      P4 = Priority 4      P5 = Priority 5

15.2. Operation Centre and RealSuite Integration

- (a) BGIS utilizes RealHelp within the Operations Centre to capture and record all Customer related service requests. This is a web-based application that will be made available to Supplier to provide significant cost and time savings in the management of the service request cycle.
- (b) Service requests are instigated by our customer contacting the BGIS 24/7/365 Operations Centre and requesting work or services. Our Facility Services Coordinators (FSC’s) probe the customer for details of the customer’s building and office location and the nature of the problem.
- (c) Service requests are documented into a work order that fully captures the requirements of the requestor. Once a decision is made by the FSC to commission work, the FSC categorizes the request by type, the designated service provider (e.g. the Supplier), pre-populated by the regional field operations team, and is entered into the work order. RealHelp also identifies an Estimated Time of Completion (ETC) indicating the latest completion time of the service

request. The customer is then issued with a unique Work Order number and given the ETC indicating when they can expect the work to be completed by.

- (d) Emergency and urgent requests will be dispatched by phone to a “live body” (service provider) who must accept the job and the associated time frames. Upon acceptance by the Supplier, the work order is dispatched electronically by the Operations Centre.
- (e) Routine requests will be dispatched electronically via email through RealSuite to Service Providers who must acknowledge the job electronically via Real Suite within one (1) hour.

The Supplier will be required to utilize BGIS’s RealSuite platform to electronically receive, acknowledge, and complete work orders.

- (f) The Supplier must contact the BGIS Operations Centre if they are unable to complete the work within the ETC specified on the work order. The Operations Centre will update the customer requestor with the revised ETC as well as the reason for the delay in service. Significant delays in service will be reviewed with the Facility Manager for the location.
- (g) If/when the Supplier does not contact the Operations Centre before the expiry of the ETC; a non-conformance is established and reviewed by the Supplier’s representative. Where such delinquency repeatedly occurs, the Service Provider may be removed from our supplier database (SMS) for any / all affected specific locations and financial penalties may be applied (limited to the cost of providing services to rectify the original defect).
- (h) Where additional charges are expected as a result of a service request, approval must be obtained from BGIS’s FM representative as identified on the work order before costs above the initial authorization level are incurred.
- (i) No payments will be made for services that are deemed part of the building’s tasks identified in the Agreement herein but were not carried out to the specification and standards set forth.
- (j) Planned maintenance schedules are managed through BGIS’s Real Maintenance computerized maintenance management system. Supplier will be required to enter the schedules of all quarterly and annual activities in order that further efficiencies can be created through the avoidance of call outs relating to project work that is already scheduled.
- (k) The Supplier must establish a single point of contact (SPOC) approach to communication with BGIS regarding service requests. The SPOC approach must include a toll-free number, a generic email address for communication regarding service requests and must be available 24 / 7 / 365.

Telephone Number:

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E-mail Address:

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