

General Dynamics Land Systems – Canada Corporation doing business as General Dynamics Mission Systems – Canada (“GDMS-C”) Indirect Purchase Order Terms and Conditions

- 1. ACCEPTANCE OF PURCHASE ORDER** – (a) The term “**Buyer**” shall mean General Dynamics Land Systems – Canada Corporation dba General Dynamics Mission Systems – Canada (“**GDMS - C**”) and the term “**Supplier**” shall mean the individual, partnership, firm, or company identified on a Purchase Order (“**PO**”). Except where prohibited by law, the terms and conditions of a PO will apply to Buyer’s purchase of materials, goods and products (“**Products**”), and services (“**Services**”) described on a PO or an attachment to a PO, including the documentation applicable to the Products and Services. Supplier acknowledges that these terms and conditions will be binding on both parties and no signature by either party is required. Supplier waives the application of his/her own terms of sale, licensing and delivery, which shall not become a part of a PO either by Buyer’s silence or acceptance of delivery. In the event a contract number is identified in or on a PO or, if not identified, a current and applicable contract exists, such contract will apply to the purchases under that PO and, with the exception of this paragraph 1.0, will govern solely to the extent of any inconsistency with the terms and conditions of that PO. (b) A PO will be deemed accepted by Supplier upon the earlier of: (i) expiration of five (5) business days from the date of issuance; or (ii) Supplier’s (a) written acceptance of the PO; (b) shipment/delivery of the Products; (c) commencement of Services; or (d) submission of the first invoice.
- 2. SCOPE OF WORK**- (a) Supplier shall provide the Products and/or Services to Buyer in accordance with the terms and conditions of this Indirect Purchase Order Terms and Conditions, a PO, including all other attachments and exhibits (collectively or respectively as the context provides, “**Work**”). The Supplier acknowledges that the Buyer has entered into a PO based on the Supplier’s representation that it could perform the Work and that the Buyer would not have entered into a PO if the Supplier had indicated that it could not perform the Work. (b) In the event that Supplier cannot provide the Work in accordance with the terms and conditions set forth herein, Supplier shall provide prompt written notice to Buyer of the situation. (c) Buyer shall accept the Work or give Supplier notice of rejection within a reasonable time after delivery/performance, notwithstanding any payment or inspection. Any failure to discover any defect or other nonconformance shall not relieve Supplier of any of its obligations under a PO nor impair any rights or remedies of Buyer.
- 3. SERVICES**

3.1 Sustaining and Improvement Projects: (a) Supplier shall perform and successfully complete all Work required by or that may be reasonably inferred from a PO. Supplier agrees that Work will be deemed reasonably inferable from a PO if, among other things, the Work or applicable component thereof is expressly set forth in a PO or is or would be indicated from a PO to experienced, capable suppliers using customary trade practices and procedures for projects similar to the Work. (b) Supplier shall conduct all operations in such a manner to minimize the impact upon the natural environment and Supplier shall comply with all hazardous waste, health and safety, notice, training, and environmental protection laws, rules, regulations and requirements. (c) Supplier shall be solely responsible for all means, methods, techniques, sequences, procedures, safety, and compliance programs in connection with the performance of the Work. (d) Supplier hereby represents that it has fully acquainted itself with all conditions relevant to the Work; including but not limited to a careful examination of character of the equipment and facilities that make up the job site (“**Site**”): satisfied itself as to the nature and location of Work to be performed and the character of equipment which will be needed to adequately perform the Work; satisfied itself and communicated to Buyer as to the nature of the work to be performed by Buyer and others and as to the interfaces that will be necessary among the various parties; and that it has satisfied itself as to the general and local conditions (including environmental conditions and labour relations), applicable laws, all permits, and all other matters which could in any way affect its performance of the Work under a PO. (e) Supplier hereby represents that it has or will obtain all information and documentation with respect to equipment, facilities or any other matters at the Site that are or will be necessary to enable Supplier to safely and reliably perform the Work hereunder and that it is specifically qualified to perform all of the Work described in and required by a PO including, without limitation,

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(i) obtaining and possessing all permits, licenses and approvals that may be required by applicable law and any governmental unit or governmental agency having jurisdiction over the performance of the Work, and (ii) having the ability to furnish performance and payment bonds for the Project as may be required by Buyer. (f) Lack of knowledge of any of the foregoing matters shall not constitute an excuse for delay or failure of performance under a PO or justify any increase in the PO price. (g) Except as otherwise specified in writing from Buyer, all loss or damage to Seller arising out of its performance of the Work, whether due to action of the elements, unforeseen circumstance, including but not limited to unforeseen subsurface conditions or otherwise, shall be sustained and borne by Seller at its sole cost and expense.

3.2 Technical Support: Buyer will be entitled to ongoing technical support, including field service and assistance. Ongoing technical support via telephone will be at no charge.

3.3 Supplier Personnel and Labour Relations: (i) Supplier will be the sole entity responsible for receiving complaints from Supplier Personnel regarding their assignments and for notifying such Supplier Personnel of the termination or change of their assignments. (ii) Buyer has the right at any time and for any legal reason to reject or to have Supplier remove Supplier Personnel from the Services and/or Buyer or the Buyer customer's premises. (iii) Supplier will be responsible to Buyer for all work performed by Supplier Personnel at any tier.

3.4 Identification Credentials: Supplier Personnel will exhibit identification credentials, which Buyer may issue, in order to gain access to Buyer or Buyer's customers' premises for the performance of the Services.

3.5 Subcontracting: Supplier will not, without the prior written consent of Buyer, subcontract the Services or work to be performed by Supplier under a PO, in whole or in part.

3.6 Assigning Former Buyer Employees: Supplier will not assign a former Buyer employee to a Buyer project, or to provide Services under a PO, who has been terminated by or from Buyer's employment, either voluntarily or involuntarily, less than six (6) months before the start date of such Services where such employee performed the same type of work contemplated under such assignment while employed at Buyer.

3.7 Tenure: Supplier understands that there is a maximum tenure/assignment limitation of thirty-six (36) months for all Supplier Personnel provided to Buyer under a PO.

3.8 Emergency Response Plan and Duty to Respond: For Services, Supplier will provide to Buyer prior to commencement of Services, unless otherwise agreed upon, an emergency response plan ("ERP") to be used in the event of an emergency situation related to Supplier Personnel assigned to Buyer or a Buyer customer premise. In the event of an emergency situation, Supplier will respond as provided in the ERP. Supplier will indemnify Buyer against any claims related to Buyer's acts and omissions as a result of Supplier's failure to respond as provided herein.

4. SUPPLIER PERSONNEL - All persons furnished by Supplier, including employees, agents, or subcontractors, shall be deemed "Supplier Personnel" and Supplier will be responsible for ensuring payment of all unemployment, social security, social insurance and other payroll taxes, including contributions when required by law. Supplier Personnel will not be covered by, and shall be excluded from participation in, any Buyer employee benefit plan. Supplier will be responsible for Supplier's own labour relations with any labour organization either representing or seeking to represent Supplier Personnel.

5. PRICES AND PAYMENT - (a) For the full, satisfactory and timely performance and/or delivery of the Work by Supplier, Buyer shall pay Supplier the amount agreed to and set forth in the PO. Payment of the PO price or any portion thereof shall not constitute Buyer's acceptance of any Work performed by Supplier under a PO. (b) Supplier shall submit original invoices, at the agreed upon price(s) for the Work as it is actually rendered by Supplier and accepted by Buyer. Supplier's invoices shall include PO number, a detailed description of the Work performed sufficient to enable Buyer to verify sums claimed by Supplier, and dates of performance. (c) Except for those costs for which Buyer has agreed in writing to reimburse Supplier, all costs, which are incurred by Supplier or Supplier Personnel in connection with the performance of Work under a PO, shall be borne by Supplier and Buyer shall have no liability for any such expenses or costs incurred by Supplier. (d)

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Buyer shall not be responsible for payment to Supplier until a valid invoice has been received in accordance with a PO and in no event shall Buyer be liable for payment of any invoices that are not submitted within ninety (90) calendar days from the date on which Work is completed. Buyer shall remit payment within the terms defined on the PO provided that no dispute arises. Payment shall be deemed to have been made on the date the Buyer's cheque is mailed or payment is otherwise tendered. Supplier shall promptly repay to Buyer any amounts paid in excess of amounts due Supplier.

- 6. TAXES** – All prices mentioned in a PO are exclusive of value added taxes, use taxes, federal excise taxes, turnover taxes, sales taxes or similar taxes, including any related interest and penalties (collectively "Taxes"). Any Taxes payable on the Work will be added to the prices and will be for the account of Buyer. Supplier will ensure that invoices are issued to meet the requirements for deduction of input Taxes by Buyer. Supplier shall be responsible for all other taxes.
- 7. SHIPPING** – (a) Supplier agrees: (i) to deliver the Products to Buyer FCA Supplier's dock (FCA as per INCOTERMS 2010); and (ii) to suitably pack, mark and ship in accordance with Buyer's packing standards and carrier requirements to ensure lowest transportation cost and safe transport of the goods. No additional charge shall be made to the Buyer unless otherwise stated herein. (b) If Products are to be exported from the United States ("U.S."), Supplier agrees to (i) ensure that the appropriate destination control statement (i.e. ITAR or EAR) is referenced on Supplier's commercial invoice; (ii) ensure that the appropriate Export Control Classification Number (ITAR or EAR) is referenced on the Seller's commercial invoice; and (iii) provide Buyer's Export Compliance Department with a copy of applicable U.S. export authorization prior to shipment from the U.S.
- 8. ELECTRONIC PROCESSING** - Supplier will meet Buyer's requirements for using electronic means to issue changes, invoices and other payments, and communications.
- 9. INSPECTION/ ACCEPTANCE**– If Supplier delivers nonconforming Work, Buyer may require Supplier to promptly correct the nonconforming Work at no cost to Buyer. In addition, Buyer may at its sole discretion (i) correct the nonconforming Work itself, or (ii) obtain replacement Work from another source. Such correction or replacement of Work shall be at Supplier's expense. All repair, replacement and other correction performed by Supplier shall be completed within the original delivery schedule or such later time as Buyer may reasonably direct.
- 10. ON TIME DELIVERY** – Supplier will make delivery of Work as specified on the PO.
- 11. CHANGES** - Buyer may require changes to a PO at any time. Any price and/or schedule adjustments will be mutually agreed upon. Supplier's performance of such changes shall not be delayed during any negotiations for adjustments.
- 12. WARRANTY**
 - 12.1 Supplier warrants and guarantees that the Work delivered under a PO will conform to the specifications, or descriptions furnished by Buyer or otherwise agreed to by Buyer, and will be merchantable, of good workmanship and free from defect. In addition, Supplier acknowledges that Supplier knows of Buyer's intended use and warrants and guarantees that all Work covered by a PO that have been selected, designed, manufactured or assembled by Supplier based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. Unless agreed upon otherwise between Buyer and Supplier, the warranty period shall be that provided by applicable law.
 - 12.2 Supplier warrants that: (a) each of its Supplier Personnel assigned to perform the Work hereunder shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all Work shall be performed in accordance with the PO; and (b) Buyer shall receive free, good and clear title to all deliverables developed under a PO.
- 13. REMEDIES** – The rights and remedies reserved to Buyer in a PO shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any Work fail to conform to the warranties set forth in SECTION 12, Buyer shall notify Supplier and Supplier shall, if requested

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by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming Work, including, but not limited to, costs, expenses and losses incurred by Buyer (i) in repairing or replacing such nonconforming Work; (ii) resulting from production interruptions, (iii) conducting recall campaigns or other corrective service actions, and (iv) claims for personal injury (including death) or property damage caused by such nonconforming Work. If requested by Buyer, Supplier will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming Work.

14. CYBER SECURITY REQUIREMENTS - Performance of the applicable contract includes the following United States Defense Federal Acquisition Regulation Supplement (“**DFARS**”) clauses, which are incorporated by reference into this PO with full force and effect: (i) 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016); and, (ii) 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016).

15. ENVIRONMENTAL HEALTH AND SAFETY - Supplier will test and inspect Products prior to shipment, to ensure compliance with all laws and regulations that Buyer is subject to for the use of the Products.

16. BUSINESS PRINCIPLES - Supplier acknowledges and agrees that Buyer requires that Supplier maintain a high standard of ethical conduct in all its dealings with Buyer.

17. BUSINESS CONTINUITY - Supplier shall use commercially reasonable efforts to develop and maintain commercially reasonable business continuity management procedures (“**BCM Procedures**”) regarding contingency management to alleviate the effects of any business impacting events that may have a material and adverse impact on Supplier’s ability to perform its obligations under this PO. The BCM Procedures shall contain, as a minimum, provisions for: (i) a risk assessment and business impact analysis; (ii) a prevention/mitigation plan; and (iii) a resumption of services plan, including a recovery/restoration plan. The preceding will cover, but not be limited to: (a) documentation storage and protection (including, but not limited, to storage of deliverable

18. LIMITATION OF LIABILITY - (a) Except for amounts due hereunder, Buyer’s liability to Supplier for any and all direct damages will not exceed the amounts paid under a PO. (b) In addition, Buyer will not be liable for any incidental, indirect or consequential damages arising out of the breach of any provisions of a PO. (c) These limitations of liability will not apply to any liability of Buyer arising from or related to any third party claim of personal injury (including death) and property damage.

19. GENERAL INDEMNITY - Supplier will indemnify, defend and hold harmless Buyer, General Dynamics Corporation, its affiliates, customers, employees, successors and assigns from any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) related to any third party claims that arise out of or result from Supplier’s acts or omissions related to a PO, and pay any reasonable attorney’s fees and all damages so awarded by a court of competent jurisdiction or consented to in a settlement agreement between Supplier, on behalf of Buyer, and such third party.

20. INSURANCE AND INDEMNIFICATION

20.1 Supplier will indemnify, defend and hold harmless Buyer, General Dynamics Corporation, its affiliates and their customers, officers, directors, and employees (all referred to in this paragraph as “**Buyer Persons**”) from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever for: (a) property damage, (b) personal injury, (c) death (including without limitation injury to or death of employees of Supplier or any of its suppliers thereof), (d) expenses, (e) costs of litigation (including any awards of damages, settlement amounts, penalties, fines, taxes or fees levied against, or charged to, any of the Buyer Persons in connection with such litigation), or (f) legal counsel fees which arise out of, or are in any way related to any act or omission of the Supplier or any of its Supplier Personnel 1) the breach of obligations or responsibilities arising from this PO; 2) the failure to comply with all applicable local, provincial and federal laws and regulations in the performance of this PO; (3) the breach of any third party agreement, or the failure to obtain any government approvals, or (4) any claims by other companies or person(s) relating to illegal or unethical practices relating to unfairly or illegally soliciting or hiring Supplier Personnel. Supplier’s obligation hereunder is not limited to insurance available to or provided by Supplier,

Supplier Personnel, or any of its suppliers.

20.2 Supplier shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth below. Supplier shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyer's written request. The certificate will provide that Buyer shall be named an additional insured on all liability policies, and that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Supplier's furnishing of certificates of insurance or purchase of insurance shall not release Supplier of its obligations or liabilities under this Contract. If Supplier performs work on Buyer's premises, Supplier will furnish evidence acceptable to Buyer showing that Supplier and its subcontractors have paid all Workplace Safety Insurance Board (WSIB) assessments. Supplier will maintain insurance coverage in amounts of the greater of the value of the PO or not less than the following: (a) Commercial General Liability covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and blanket contractual liability - \$1,000,000 per person, (b) where applicable, liability insurance to cover damage to any Buyer's property in the Supplier's care, custody or control - \$1,000,000 per occurrence (c) Business Automobile Liability covering all owned, non-owned and hired vehicles - \$1,000,000 per person, \$1,000,000 per occurrence Personal Injury and \$1,000,000 per occurrence Property Damage, or \$1,000,000 per occurrence Personal injury and Property Damage combined single limit, including all statutory coverage for all provinces of operation. Buyer may also specify additional insurance coverage and amounts as required based on its business requirements. All policies of insurance procured by Supplier must be written as primary policies, not contributing with or in excess of coverage that Buyer may carry. If Supplier breaches any aspect of this provision, Buyer has the right to cancel the undelivered portion of Work covered under this PO and is not required to make further payments for any conforming Work or deliverables provided prior to cancellation.

21. ASSIGNMENT –A PO cannot be assigned, except for moneys due, without the prior written consent of Buyer.

22. APPLICATION OF LAW – A PO shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to a PO.

23. SETTLEMENT OF DISPUTES –

(a) Dispute Resolution Process - (i) In the event of a dispute, prior to taking any legal actions, but subject to (c) below, an aggrieved party shall provide written notice to the other party of its intention to engage in informal discussions to resolve the dispute pursuant to this paragraph. For a period of no more than thirty (30) calendar days from the date of such notice, unless otherwise extended by mutual agreement, authorized representatives of both parties will endeavor, in good faith, to settle the dispute. (ii) In the event the authorized representatives are unable to resolve the dispute within such thirty (30) calendar day period, either party may provide written notice to the other party requesting escalation of the dispute to the parties' next appropriate level of management ("**Senior Representatives**"). The parties will use good faith efforts to schedule the meeting of the Senior Representatives within ten (10) working days from such notice. The Senior Representatives will meet to discuss the matter and will endeavor, in good faith, to settle the dispute within thirty (30) calendar days from the date of the meeting. (iii) If the parties' Senior Representatives are not able to resolve the dispute within thirty (30) calendar days from the meeting and unless otherwise agreed upon, the parties shall submit the dispute to arbitration, as defined below. (iv) All defenses based on passage of time will be suspended pending the conclusion of this dispute resolution process, including, if exercised, the arbitration process defined herein.

(b) Arbitration - (i) All disputes arising out of a PO shall be finally settled pursuant to the *Arbitration Act (Ontario)* by one (1) arbitrator; the arbitrator shall either be agreed by the parties or be appointed. The language of the proceedings shall be English. Each party shall submit a brief not to exceed ten (10) pages and the arbitration shall not exceed two (2) working days in duration. The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award (1) damages inconsistent with the PO, or (2) punitive damages or any other damages not measured by a party's actual damages, and the parties expressly waive their right to obtain such punitive damages in arbitration or in any other forum. The arbitral award may be entered in any court having

jurisdiction. All aspects of the arbitration will be confidential. Each party will promptly pay its share of all arbitration fees and costs. The arbitration proceedings shall take place in Ottawa, Ontario, Canada.

(c) Other Relief - Nothing in this SECTION will be construed to preclude either party from seeking injunctive relief in a court of competent jurisdiction in order to protect its rights during the dispute resolution process.

24. COMPLIANCE WITH LAWS – (a) Each party and its respective agents and affiliates shall, and shall cause their respective employees to, comply with all applicable local, national, regional and international laws, ordinances, regulations, codes, standards, directives and international conventions and agreements to the extent that any of the foregoing have the force of law by being directly enforceable by a governmental authority, a court or other proper tribunal in countries in which such party conducts business as it relates to a PO. (b) Each party and its respective agents and affiliates shall, and each shall cause its respective employees to, comply with all laws, ordinances and/or directives of countries in which the parties conduct business as they relate to the Universal Declaration of Human Rights, child labor laws, data privacy laws, criminal reporting laws, environmental, health and safety laws or any similar laws, including, but not limited to identifying and filing or purchasing (as applicable) any and all required permits, certificates, licenses, insurance, approvals and inspections required in performance of its obligations under a PO. (c) Each party shall comply with such regulations, laws and/or directives as may be applicable to, but not limited to: (i) the place(s) of manufacture of the Products; (ii) intended use of the Products; (iii) travel/pass through of the Products (iv) final destination of the Products; and/or (v) place of delivery of Services.

25. EXPORT CONTROL – (a) The parties shall comply with the applicable export laws and regulations of Canada, the United States of America and any other country applicable to the Buyer, shipment and/or delivery of the Work (the “**Regulations**”). (b) Buyer shall obtain such license or authorization to re-export or import as may be required by such Regulations. Supplier shall provide all reasonable assistance in obtaining such license or authorization. (c) Supplier shall, at its own cost and expense, obtain and comply with such license and authorization as may be required by such Regulations to deliver the Products from Supplier’s country to the country of delivery. (d) Supplier shall, upon request of the Buyer, supply a copy of the redacted DSP-5 (73) issued to the Supplier for the export of the Work to Buyer, showing Buyer as the intermediate foreign consignee. (e) Supplier shall, prior to shipment, provide Buyer with all information on the content of the Work that is actually subject to Supplier’s country export control regulations and with other export control related information reasonably known to Supplier. (f) Certificates of Origin: Upon the initial shipment of a Product, Supplier shall provide a Certificate of Origin in compliance with the requirements of the customs authorities of the country of receipt showing, at a minimum, the Buyer’s part number and the country of origin of the Product which Certificate shall be signed by a person authorized to sign and knowledgeable of the information contained therein. For all shipments, including domestic shipments, Supplier shall provide Buyer with a North America Free Trade Agreement (“**NAFTA**”) Certificate of Origin compliant with the rules thereunder. Supplier agrees to update Buyer promptly of any changes to the information provided on previously supplied Certificates of Origin or NAFTA Certificates of Origin.

26. NO LIENS – To the fullest extent permitted by law, Supplier shall not file any lien against Buyer’s property and shall keep the property free and clear of all liens, claims, and encumbrances arising from Supplier’s or its subcontractors’ performance of Work under a PO. In the event that any lien is filed against Buyer’s property by such subcontractor, Buyer shall notify Supplier of such filing, and if a waiver or release of the lien is not provided to Buyer within seventy-two (72) hours of such notice, Buyer shall be entitled to pay the amount claimed by the filer of the lien directly to such person or firm, and to deduct any such sum from compensation then due or due in the future to Supplier. Supplier agrees to indemnify, defend and hold Buyer harmless from and against any cost, expenses or other liability arising from any claim or cause of action in connection with such lien.

27. INDEPENDENT CONTRACTOR - NO AGENCY – Each party to a PO and the applicable contract is an independent contractor and not an agent of the other.

28. MARKS – Supplier will not, without Buyer’s prior written consent, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the Work covered by this Contract, or use any trademarks or trade names of Buyer in Seller’s advertising or promotional materials.

29. INTELLECTUAL PROPERTY - (a) Foreground Intellectual Property - Except as otherwise specifically agreed in writing between Buyer and Supplier, Supplier hereby irrevocably assigns, and agrees to assign, to Buyer any and all rights, including a waiver of any moral rights, that Supplier or Supplier Personnel has or may have in and to any proprietary information, including but not limited to inventions, information, know-how, technical or business information, works of original authorship, software, source code, ideas, research data, concepts, designs, trade secrets, improvements or other developments conceived, created or developed by Supplier or Supplier Personnel in the fulfillment of Supplier's obligations under a PO and which did not exist on the date of issuance of a PO ("**Foreground Intellectual Property**") and Buyer shall own, from the time of its conception, creation or development, all Foreground Intellectual Property. In the event of a dispute, the onus will be on Supplier to show that the Foreground Intellectual Property was conceived, created or developed prior to the date of issuance of a PO and was not conceived, created or developed in fulfillment of Supplier's obligations under a PO. The Foreground Intellectual Property will be the sole and exclusive property of the Buyer. Supplier will have a non-exclusive, worldwide and royalty-free license to use the Foreground Intellectual Property solely to fulfill its obligations under a PO and for no other purpose. Supplier shall identify the Foreground Intellectual Property in writing to Buyer immediately upon its conception, creation or development. Buyer will have the right, but not the obligation to assert or pursue registration of any interest in the Foreground Intellectual Property. Supplier will make its best efforts to assist Buyer, and Supplier will cause Supplier Personnel to make best efforts assist Buyer, at Buyer's expense, in the registration, preparation and prosecution of any applications or other submissions that Supplier deems desirable for the protection, prosecution or enforcement of rights in the Foreground Intellectual Property in any jurisdiction, both during and following termination of a PO. Supplier will take all necessary steps to protect the confidentiality of the Foreground Intellectual Property and will not disclose such information without the express written consent of Buyer, both during the term and following expiration or termination of a PO. In fulfilling its obligations under a PO, Supplier will not use, incorporate or provide Buyer with any proprietary Supplier or third party technical, business or other information or intellectual property without identifying it as such and only where (i) Supplier has the right to do so; (ii) Supplier has specifically identified it to Buyer as such; and (iii) in the case of confidential information, it is furnished by Supplier and accepted by Buyer under a separately executed non-disclosure agreement. Absent such a non-disclosure agreement, Buyer will not have any obligations of confidence to Supplier or any third party with respect to any technical, business or other information or intellectual property used, incorporated or provided by Supplier to Buyer. Where the Buyer and Supplier specifically agree in writing that Foreground Intellectual Property is to be owned by the Supplier, the licenses granted by Supplier to Buyer in this SECTION 29(a) shall apply as well to Supplier's Foreground Intellectual Property unless the Buyer and Supplier specifically otherwise agree in writing. (b) Background Intellectual Property – Supplier hereby grants, and agrees to grant, to Buyer a perpetual, non-exclusive, sub-licensable, irrevocable, transferable, royalty-free, fully paid-up, unrestricted, worldwide license, in and to any proprietary information, including but not limited to inventions, information, know-how, technical or business information, works of original authorship, software, source code, ideas, research data, concepts, designs, trade secrets, improvements or other developments owned or conceived, created or developed by Supplier or Supplier Personnel prior to the date of issuance of a PO and used in the fulfillment of Supplier's obligations under a PO or required by Buyer in order to freely use and exploit Products or Services ("**Supplier Background Intellectual Property**"). Supplier Background Intellectual Property shall include but not be limited to rights under Supplier's patents, copyrights and know-how, and including the rights for Buyer to make, have made, use, copy, have copied, reproduce, have reproduced, translate, have translated, modify, compile, configure, create derivative works of, maintain, support, distribute, sell, lease, sublicense or otherwise market and dispose of the Products and Services or to practice the processes or methods related thereto.

30. BUYER'S INFORMATION - Supplier will view as Buyer's property any idea, data, program, technical, Buyer marks, business or other information owned or controlled by Buyer, and provided to, or acquired by Supplier in connection with a PO ("**Information**"). Supplier will keep Information confidential, use it only in performing under a PO and obligate Supplier Personnel to do so. This does not apply to information previously known to Supplier free of obligation, or made public through no fault of Supplier. Following Buyer's directions, Supplier will, at its own expense, destroy or return the original and/or any copy of Information.

31. DATA PRIVACY – Supplier agrees that any collection, use and/or storage of personally identifiable

information shall be in accordance with the data privacy laws of the applicable country in which such personally identifiable information is to be collected, used, transmitted and/or stored.

32. SURVIVAL – All rights and obligations, as well as the general terms, which by their nature would continue beyond the termination, cancellation or expiration of a PO, will survive termination, cancellation or expiration.

33. TERMINATION

33.1 Termination for Convenience

33.1.1 Buyer may terminate for any reason all or any part of a PO by written notice to Supplier. In the event of such termination, Supplier shall immediately cease all work terminated hereunder and cause any and all of its Supplier Personnel and/or suppliers to cease work. Buyer shall have no liability for such termination except for liability for Work actually rendered or expenses actually incurred prior to the effective date of such termination for which payment has not been made. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier Personnel and suppliers, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of a PO. The Supplier shall not be paid for any work performed or costs incurred that reasonably could have been avoided. Within 60 days from the effective date of termination, Supplier shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. In no event shall Buyer be obligated to pay Supplier any amount in excess of the PO price.

33.1.2 Upon termination of a PO, Supplier will immediately transfer title and deliver to Buyer any completed or partially completed services or deliverables and materials, part, tool, dies, jigs, fixtures, plans, drawings, information and PO rights that the Supplier has specifically produced or acquired for the PO.

33.2 Termination for Default

33.2.1 Buyer reserves the right to terminate all or any part of a PO, without liability to Supplier, for any of the following or other comparable events: (a) repudiation or breach any of the terms of a PO, including Supplier's warranties; (b) failure to perform the Work or part thereof or provide the deliverables in accordance with the specifications of the PO or at the time specified; (c) failure to make progress so as to endanger timely and proper completion of services or provision of the Work; and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach; (d) if Supplier (i) sells or offers to sell, a material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Supplier; (e) insolvency of Supplier; (f) filing of a voluntary petition in bankruptcy by Supplier; (g) filing of any involuntary petition in bankruptcy against Supplier; (h) appointment of a receiver or trustee for Supplier; or (i) execution of an assignment for the benefit of creditors by Supplier, provided that such petition, appointment or assignment is not vacated or nullified within fifteen (15) days of such event. Supplier shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

33.2.3 If Buyer terminates all or any part of a PO, Buyer may acquire, under terms and conditions and in a manner Buyer considers appropriate, Work similar to that terminated and the Supplier shall be liable the Buyer for any re-procurement and other disruption costs for the Work . Buyer may require the Supplier to transfer title and deliver to Buyer any completed or partially completed services or deliverables and materials, part, tool, dies, jigs, fixtures, plans, drawings, information and PO rights that the Supplier has specifically produced or acquired for a PO. Buyer and Supplier shall agree on the amount of payment for in-process Work, title to which has been transferred and delivered to Buyer. In no event shall Buyer be obligated to pay Supplier any amount in excess of the PO price.

33.2.4 If the Work cannot reasonably or efficiently be completed by a third party, the Buyer may return all work-in-progress and completed Work to the Supplier and the Supplier shall promptly reimburse to the Buyer all amounts received under a PO.

- 34. OFFSET** – Supplier acknowledges and agrees that all offset credits resulting from a PO and any lower tier subcontract or purchase, whether the Work ordered hereunder will be produced or performed inside or outside Canada, are the sole property of, and for exclusive use by, the Buyer and its affiliates or expressly authorized subcontractors, to fulfill all past, present or future offset obligations against the Industrial/Offset program of Buyer's (or Buyer's respective affiliate's or subcontractor's choice). Buyer has, and retains, the right to assign these offset credits to third parties. Supplier agrees to assist Buyer, its affiliates and assignees, in obtaining offset credits in an amount equal to the value of a PO.
- 35. DISCONTINUED PRODUCT** – Supplier will not discontinue Product without Buyer's advance written consent.
- 36. Anti-Corruption** – The parties shall comply with the Canadian *Corruption of Foreign Officials Act* and the US *Foreign Corrupt Practices Act* and the rules and regulations issued thereunder (the "**Anti-Bribery Law**"). The parties represent to each other that they are familiar with and understand the compliance requirements of the Anti-Bribery Law and understand that any violation thereof may result in criminal or civil actions. The parties further represent to each other that they will comply in all respects with all applicable anti-bribery laws in connection with the performance under a PO. Specifically, each party represents to the other that it has not and will not, in connection with a PO and its performance hereunder, directly or indirectly, offer, pay, promise to pay, or authorize the giving of, any money or thing of value to any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a Government Official for the purpose of influencing any act or decision of such person, including any act or decision to fail to perform his lawful duty, or for the purpose of inducing such Government Official to use his influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality to obtain or retain business. Each party agrees to indemnify the other party against all direct or indirect losses, liabilities, costs (including legal costs), charges, expenses, actions, proceedings, claims and demands which the other party may suffer through or arising from any breach by it of its obligations under this SECTION 36. The parties agree that, to address any concerns regarding Anti-Bribery Law as it relates to a PO, they will make financial records available to external auditors at reasonable times and upon reasonable notice. For the purposes of this SECTION 36 "**Government Official**" means any person who would constitute either: (a) a "foreign public official" or a "foreign official" within the meaning of the Anti-Bribery Law, including, but not limited to: (i) an individual who holds a legislative, administrative or judicial position, including a government minister, elected representative of a national or regional assembly, official of a political party, civil servant, magistrate or judge; or (ii) an employee, official, officer, agent, representative, or other person acting in an official capacity for or on behalf of a government authority, political party, party official or political candidate.
- 37. ENTIRE AGREEMENT** - This Indirect Purchase Order Terms and Conditions, the PO (with its attachments and exhibits) and the underlying contract (if applicable) is the parties' entire agreement as to the Work to be provided hereunder and, except as provided in paragraph 1.0, supersedes all prior agreements, proposals, communications and understandings, whether written, oral or electronic. A PO can only be amended with a writing signed by both parties.
- 38. CONFLICT OF TERMS** – In the event of any conflict of terms between this Indirect Purchase Order Terms and Conditions, the PO, the PO's attachments and exhibits and the underlying agreement, the following order of precedence shall apply, in descending order:
- i) the underlying agreement;
 - ii) the PO;
 - iii) PO attachments and exhibits; and
 - iv) Indirect Purchase Order Terms and Conditions.