

These Terms and Conditions represent the basis upon which Contractor, or its Affiliate, will provide Goods and Services to SECURE. In the absence of any other binding contract between the parties which expressly applies to the Goods and Services, these Terms and Conditions shall prevail and exclusively govern the Work, subject to Article 21 (if applicable).

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following terms shall have the meanings indicated unless the context otherwise requires:

"Affiliate" means any partnership, joint venture, corporation, or other entity which is controlled by or under common control with an entity that also controls a party to the applicable Purchase Order and, for the purposes of this definition, "control" means the ability, directly or indirectly, to appoint or elect a majority of the board of directors or their equivalent or, in the case of a limited partnership, the person that controls the general partner, or in the case of a general partnership, is a partner who has authority to bind the partnership.

"Authorized Person" means an individual with the authority to contractually bind SECURE, under SECURE'S delegation of authority process. Contractor has the obligation to confirm with SECURE that the SECURE representative with whom Contractor is dealing has the required authority to bind SECURE.

"Contractor" means the individual or business identified as the supplier of the Goods and Services on the Purchase Order, and includes its employees, agents, and representatives.

"Goods" means all goods, machinery, tools, materials, supplies or equipment to be provided by Contractor to SECURE as described in the Purchase Order.

"Losses and Liabilities" means any and all actions, injury, death or illness, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses on a full indemnity basis), costs, obligations and causes of action of every kind and nature whatsoever.

"Owner" has the meaning given to it in Section 21.1.

"Prime Contract" means the agreement between the Owner and SECURE for the performance of services in connection with the Owner's project, and includes any and all schedules, appendices, attachments, exhibits, addenda, change orders and amendments thereto.

"Purchase Order" means the written instruction from SECURE to Contractor, including, but only in situations where SECURE's purchase order template is not utilized, emails and texts from SECURE's personnel, for the supply of Goods and performance of the Services.

"Services" means any labour, work or other services to be performed by Contractor for SECURE as described in the Purchase Order.

"SECURE" means the entity of SECURE named on the applicable Purchase Order.

"SECURE Policies" means the Supplier Code of Conduct policy and the policies referenced therein, as amended from time to time and which may be posted to SECURE's website, available at www.secure.ca/vendors.

"Terms and Conditions" means these terms and conditions applicable to the Purchase Order, as may be amended from time to time and posted to SECURE's website available at www.secure.ca/vendors.

"Work" means collectively the supply of Goods and the performance of the Services.

"Work Product" means all work-product, including any drawings, specifications, materials, documents, computer software, configuration information and all other things comprised in or necessary for use by SECURE, and data, developed, prepared or compiled by Contractor relating to any of the Work.

1.2 Interpretation. In these Terms and Conditions, unless the context otherwise requires:

- (a) the headings are included for convenience and do not affect the construction or interpretation of these Terms and Conditions;
- (b) words importing the singular include the plural and *vice versa* and words importing a gender include each gender;
- (c) references to "includes" or "including" means "including, without limitation"; and
- (d) all monetary amounts refer to Canadian dollars unless otherwise specifically stated.

2. GOODS AND SERVICES

2.1 Acceptance. Contractor's verbal or written acceptance of a Purchase Order, or Contractor's performance of the Work, in whole or in part, shall be deemed acceptance of such Purchase Order in its entirety. Upon such actual or deemed

acceptance, Contractor shall provide the Goods and perform the Services, as applicable, in accordance with, and pursuant to, these Terms and Conditions and the applicable Purchase Order.

- 2.2 Contractor Terms. Any standard or pre-printed terms or conditions issued by Contractor in a proposal, quotation, scope of work document, shipping document, invoice or any other document that attempts to modify, supplement, conflict with, override or contradict any provision of the Purchase Order or these Terms and Conditions shall be null and void for all purposes, unless agreed to in writing by an Authorized Person.

3. STANDARD OF PERFORMANCE AND TECHNICAL SPECIFICATIONS

- 3.1 Standard of Performance. Contractor shall perform the Work:

- (a) continuously, diligently and safely in an efficient and professional manner, and in accordance with the standard of prudence, diligence and skill required of a competent and reputable contractor specializing in the performance of work of the type to be performed under the Purchase Order;
- (b) in strict compliance with the Purchase Order and any technical specification, drawing or other description supplied or advised by SECURE to Contractor;
- (c) in strict compliance with SECURE Policies; and
- (d) in accordance with all applicable laws, ordinances, regulations and permits. Contractor shall furnish all skills, labour, and supervision, required to properly perform the Work.

- 3.2 Technical Specifications. Prior to commencing the Work, Contractor shall review the entirety of the technical specifications and any other requirements for the Work specified in the Purchase Order and shall become fully familiar with such obligations.

4. TIMING AND DELAY

- 4.1 Time of the Essence. Time is of the essence herein with respect to the performance of the Work. All Work shall be completed by the dates specified in the Purchase Order.

- 4.2 Notice of Delay. Contractor shall provide SECURE with written notice within five (5) days after Contractor becomes aware of any delay in its performance of the Work.

- 4.3 Acceleration of the Work. SECURE shall have the right, at any time, to request Contractor to take action such that Contractor's supply of the Goods and/or completion of the Services is accelerated. If such actions are not due to Contractor's failure to perform the Purchase Order, SECURE will compensate Contractor for the cost and expense of such additional actions.

5. CHANGES

- 5.1 Change to the Work. SECURE, by the issuance of a change order, may alter, substitute or add or remove any of the Goods and Services. Each change order will be incorporated into the applicable Purchase Order and take precedence over the original Purchase Order in the event of any inconsistency. Prior to performing any change to the Work, Contractor shall provide an estimate to SECURE for approval of any additional costs or time to perform the Work.

- 5.2 Unauthorized Change. Contractor shall not, without SECURE's prior authorization in the form of a change order provided by an Authorized Person, alter, substitute, add or remove any of the Goods and Services or the timing for their delivery and completion as specified in the Purchase Order. Contractor is not entitled to payment for unauthorized Goods supplied or Services performed.

6. SHIPPING AND PACKAGING REQUIREMENTS

- 6.1 Shipment Notice. Contractor shall give SECURE at least ten (10) days prior written notice of any shipment of Goods that is to be made under the Purchase Order to the applicable delivery location, which notice shall specify the carrier, anticipated date of shipment and arrival.

- 6.2 Packaging Standard. Contractor shall ensure all Goods are packaged in such a manner to ensure the Goods are transported and delivered to SECURE without sustaining damage. Contractor shall place or affix the number of the Purchase Order on all invoices, packing slips, packages, containers and related correspondence.

- 6.3 Shipping Cost. The costs and expenses associated with shipping and packing the Goods shall be included as part of the purchase price identified on the Purchase Order and Contractor shall not charge any additional amounts in connection therewith. Contractor shall be responsible for any increase in shipping and packing costs and expenses, and any extra costs and expenses that are not associated with a change order to the supply of the Goods.

7. HAZARDOUS GOODS

- 7.1 Notification and Compliance. Contractor shall notify SECURE in writing if Goods furnished are subject to laws or regulations relating to hazardous or toxic substances, or when disposed of, to regulations governing hazardous waste, or to any other environmental or safety and health regulations. Contractor shall furnish all appropriate shipping certification and instructions for shipping, safety, handling, storage, exposure and disposal in a form sufficiently clear for use by SECURE's non-technical personnel and sufficiently specific to identify all action which the user must take concerning the Goods. Where applicable, Contractor shall ensure that the Goods are properly classified in accordance with any applicable legislation and shall provide health and safety data for such Goods.

8. TITLE AND RISK OF LOSS

- 8.1 Risk of Loss. The Goods shall remain at the sole risk of Contractor until such Goods are delivered to the delivery location identified on the Purchase Order, except to the extent that, notwithstanding delivery, the Goods remain in Contractor's care, custody or control. Contractor shall be liable for and shall hold SECURE harmless, indemnify, defend and release SECURE from and against all Losses and Liabilities, in respect of loss or damage to or caused by the Goods while in Contractor's care, custody and control, whatsoever, or howsoever arising.
- 8.2 Title Transfer. SECURE shall acquire a property interest and title to the Goods supplied by Contractor upon the earliest occurrence of the following:
- (a) at any time prior to delivery, SECURE shall acquire a proportional interest in the Goods (including any components), corresponding to the ratio of cumulative payments made by SECURE to the total compensation payable for such Goods; and
 - (b) upon delivery, SECURE shall acquire full title to the Goods (including any components), regardless of whether payment has been made in full.
- 8.3 Ownership of Work Product. Title to all Work Product resulting from the Services shall pass to SECURE as such Work Product is completed.

9. WARRANTY AND INSPECTION

- 9.1 Warranty. Contractor warrants to SECURE that the Work shall:
- (a) be in strict compliance with Contractor's standard of performance specified in Article 3;
 - (b) be without fault, defect or deficiency in design, manufacture and workmanship;
 - (c) be new, unless otherwise agreed, and of good design, materials, quality and workmanship;
 - (d) be fit for their ordinary intended purpose and any special purpose specified in the Purchase Order;
 - (e) not constitute or induce an infringement of any third-party intellectual property rights; and
 - (f) be free from liens, encumbrances and other defects of title.
- 9.2 Warranty Period. Contractor's warranty period for the Goods and Services shall be as set forth in the Purchase Order. If the warranty period is not set forth in the Purchase Order, the warranty period shall be for the longer of:
- (a) eighteen (18) full months from the delivery of the Goods or the completion of the Services; and
 - (b) twelve (12) full months from the date the Goods or the Work Product are placed in regular use.
- 9.3 Remedy Obligations. Contractor shall, upon written notice from SECURE delivered at any time during the warranty period, and at Contractor's cost and expense, promptly repair or replace any Goods and re-perform any Services that do not conform to the requirements of the Purchase Order. Goods that are repaired or replaced and Services that are re-performed by Contractor pursuant to the Purchase Order shall be warranted for an additional time period expiring on the later of twelve (12) months from the date of completion of such repair, replacement or re-performance and the date of expiry of the original warranty period. Contractor shall commence or complete such repair, replacement or re-performance within ten (10) days of any such written request from SECURE. If Contractor does not commence or complete such obligations within such time-period, SECURE shall have the right to perform or have performed by third parties any repairs or replacements to the Goods or re-performance of the Services and the costs and expenses thereof shall be borne by Contractor. Any repairs or replacements to the Goods and re-performance of the Services by SECURE or by third parties shall not relieve Contractor from its warranty obligations.
- 9.4 Inspection. The Work shall at all times be subject to SECURE's inspection and review. SECURE's inspection or review of, or failure to inspect or review, the Work or the deliverables related thereto shall not relieve Contractor of any obligations under the Purchase Order.

10. INVOICING AND PAYMENT

- 10.1 Invoice Submission. Contractor shall invoice SECURE for the supply of Goods delivered and Services completed. Every invoice shall be in a format and form acceptable to SECURE. Contractor shall specify its GST and PST (if applicable) registration number on each invoice. Contractor shall submit the invoice electronically to SECURE in accordance with the submission instructions and requirements posted on SECURE's website at www.secure.ca/vendors.
- 10.2 Payment Terms. Subject to applicable legislation, SECURE shall pay the undisputed amount specified in each invoice within sixty (60) days of receipt of an acceptable invoice.
- 10.3 Disputed Amount. No payment or acceptance of the Work by SECURE shall constitute a waiver with respect to any provisions of the Purchase Order, nor shall anything herein limit any warranties or conditions implied by law. No amount shall be considered due and owing by SECURE if subject to a bona fide dispute.

11. WITHHOLDING PAYMENT, DEDUCTIONS AND SET-OFF

- 11.1 Withholding of Payment. SECURE may withhold the whole or a part of any payment on any of Contractor's invoices to such extent as may be reasonably necessary to protect SECURE from actual loss on account Contractor's failure to perform any of its obligations under the Purchase Order.
- 11.2 Right of Set-Off. SECURE shall have a right to set-off any amounts owing under any agreement from the Contractor or its Affiliates to SECURE, against any amount owing by SECURE under the Purchase Order or otherwise.
- 11.3 Back Charges. SECURE shall have the right to back charge losses incurred by SECURE caused by Contractor's acts or omissions or failure to perform any of its obligations under the Purchase Order.

12. PURCHASE PRICE AND TAXES

- 12.1 Purchase Price. Consideration for Contractor's full and complete performance of the Work shall be as stated in the Purchase Order.
- 12.2 Taxes. The compensation stated in the Purchase Order is inclusive of all custom duties, charges, taxes and all other costs and expenses in connection with the performance of Work other than GST and PST (if applicable). Contractor shall obtain any available refunds or remission of duty paid by Contractor which shall be to the credit of SECURE.
- 12.3 Tax Obligations. Contractor is exclusively liable for, and shall pay before delinquency, all custom duties, charges, taxes and other amounts owing for the Work (other than GST and PST (if applicable)) and indemnify SECURE from all claims and liabilities arising from Contractor's failure to do so. Contractor represents and warrants that it is not a non-resident of Canada for purposes of the *Income Tax Act*.

13. LIENS

- 13.1 Liens and Encumbrances. Contractor shall promptly pay all debts incurred by Contractor for labour, services, equipment, materials and supplies used in the performance of the Purchase Order. Contractor shall forthwith remove any lien which may be placed against any of SECURE's property in connection with the Work. If Contractor does not do so, SECURE may have the lien removed or discharged and Contractor shall immediately become liable for all costs and expenses to do so (including any security required to be posted). Contractor shall not be entitled to receive payment from SECURE at any time any lien or encumbrance is registered against any of SECURE's property.

14. LIABILITY AND INDEMNITY

- 14.1 Indemnification by Contractor. Contractor shall be liable for and indemnify and hold harmless SECURE, its directors, officers, employees, representatives, agents, and contractors and their respective representatives, agents and employees (collectively, the "indemnified parties") from and against all Losses and Liabilities, that may be asserted or brought against, or suffered or incurred by, the indemnified parties for or in respect of, or arising in any way whatsoever or in any way attributable to:
 - (a) the negligent acts or omissions or willful misconduct of Contractor in connection with, related to or arising out of the performance, purported performance or non-performance of the Purchase Order and the Work;
 - (b) any third-party claims that may be asserted against SECURE arising from Contractor's negligence or breach of the Purchase Order;
 - (c) failure to procure and maintain the insurance referenced in Section 15.1;

- (d) infringement of any patent, copyright, trademark, trade secret or other intellectual property right related to or arising out of the performance of the Purchase Order and the Work;
- (e) any alleged claim, lien or encumbrance attaching to the Work or property to which it was delivered;
- (f) failure to pay when due any payable taxes and duties for which Contractor is responsible; or
- (g) pollution or contamination (including, without limitation, control, containment, clean-up and removal of hazardous substances) caused by hazardous substances brought onto SECURE's premises by Contractor's personnel or those retained by Contractor in connection with performance of the Work,

except, in each instance, to the extent caused by the gross negligence of SECURE and to the extent any act or omission was done or omitted pursuant to the specific instructions of SECURE.

14.2 **Limitation of Liability.** Subject to Section 14.3, in no event shall Contractor's aggregate liability to SECURE pursuant to the Purchase Order, whether arising in contract, indemnity, tort, or any other legal theory, be greater in the aggregate than an amount equal to five million dollars (\$5,000,000).

14.3 **Limitation of Liability Exclusions.** Contractor's liability shall not be limited by Section 14.2 for:

- (a) any third-party claims brought against SECURE for which Contractor is liable pursuant to the Purchase Order;
- (b) a breach of its confidentiality or intellectual property obligations specified hereunder;
- (c) its gross negligence or willful misconduct; or
- (d) its taxes.

14.4 **Waiver of Consequential Damages.** Neither party shall be liable to compensate or indemnify the other party for any indirect, incidental, special, punitive or consequential damages of any nature or for loss of profit, revenue, business, reputation or goodwill whether liability for same arises in contract, negligence, statute or otherwise.

15. INSURANCE

15.1 **Insurance Requirements.** Without limiting Contractor's obligations or liabilities under this Purchase Order, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverages:

- (a) Workers' Compensation and Employer's Liability insurance in accordance with the statutory requirements of all applicable laws in each jurisdiction where the Work is performed. Where any employees are principally employed in a jurisdiction other than Canada but are providing the Work or working at a site in Canada, such insurance shall include extraterritorial coverage. Where statutory Workers' Compensation insurance is not applicable, Contractor shall maintain Employer's Liability insurance in accordance with Section 15.1(b);
- (b) Comprehensive General Liability insurance with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, death, and property damage, including loss of use. Such policy shall include, by wording or endorsement: (i) cross liability and severability of interests; (ii) owners' and contractors' protective liability; (iii) broad form property damage; (iv) blanket contractual liability; (v) non-owned automobile liability; (vi) products and completed operations liability; (vii) sudden and accidental pollution liability, with a combined single limit of \$5,000,000 (in the annual aggregate); (viii) explosion, collapse and underground hazards; and (ix) employer's liability, including extraterritorial coverage, where applicable;
- (c) Automobile liability insurance covering all owned, leased, hired or licensed vehicles (including trailers) used in connection with the Work, with a limit of not less than \$2,000,000 per accident for bodily injury, death, and damage to property;
- (d) "All Risk" Property/Equipment insurance covering loss of or damage to construction machinery, tools, equipment and other property owned by, leased by, or in the care, custody or control of Contractor or its subcontractor, including while in transit or temporary storage, on a full replacement cost basis;
- (e) Professional Liability insurance, if applicable to the Services, covering errors and omissions of Contractor and all professionals and consultants engaged in the Services, with limits of not less than \$5,000,000 per occurrence and in the aggregate. Such coverage shall include an extended reporting period of not less than twenty-four (24) months following termination of the Purchase Order; and
- (f) Such other insurance, in such amounts, as may be required by applicable law or reasonably requested by SECURE from time to time.

15.2 **Subcontractors.** Contractor shall ensure that each subcontractor engaged in any part of the Work shall procure and maintain insurance coverage equivalent to the requirements of this Article 15. Contractor shall obtain and retain certificates of insurance from each subcontractor prior to commencement of any Work and shall ensure continuous compliance throughout performance.

15.3 **Proof of Insurance.** Contractor shall provide SECURE with a certificate of insurance, or other satisfactory evidence of coverage, prior to the commencement of the Work, upon each renewal, and upon SECURE's request.

15.4 Policy Endorsements. The insurance policies in Section 15.1 shall:

- (a) be primary for all purposes, without right of contribution from any other insurance available to SECURE, and shall contain cross liability coverage via a separation of insureds clause;
- (b) be endorsed to include waivers of any right of subrogation of the insurers against SECURE, the Owner (if applicable), its and their Affiliates, officers, directors, employees and representatives;
- (c) be endorsed to name SECURE, the Owner (if applicable), its and their Affiliates, officers, directors, employees, and representatives as additional insureds, but only with respect to liability arising from Contractor's operations; and
- (d) be endorsed to provide thirty (30) days' prior written notice to SECURE of cancellation or material reduction in coverage.

Coverage afforded to additional insureds shall be primary and non-contributing, without right of contribution from any insurance or self-insurance, including any deductible, maintained by SECURE or the Owner (if applicable).

15.5 Deductibles. All deductibles, self-insured retentions, and uninsured losses under the required insurance policies shall be borne solely by the Contractor. Any deductible payable by Contractor under each insurance policy shall not be reimbursable by SECURE.

16. SAFETY, EMERGENCIES AND SITE WORK

16.1 Contractor Policies. Contractor shall maintain and implement policies with respect to the environment, health and safety and drugs and alcohol that meet or exceed SECURE Policies, to the extent such policies are consistent with applicable law. Contractor shall supply its policies to SECURE prior to commencing the Work.

16.2 Safety Compliance. Contractor's personnel shall have suitable personal protective equipment and shall comply with all SECURE Policies related to health, safety and environment (to the extent such policies are consistent with applicable law) and any instructions and directions of the "prime contractor" in accordance with applicable occupational health and safety legislation.

16.3 Coordination of Services and Non-Interference. Contractor shall not unduly interfere with SECURE's operations or the work of other contractors at the location and shall comply with SECURE's reasonable direction with respect to coordination of the Services.

16.4 Suspension for Safety Non-Compliance. SECURE may suspend Contractor's work for as long as necessary to prevent or remedy any unsafe situations or breaches of the policies referenced in this Article 16. Such suspension shall be without liability to SECURE and at Contractor's sole cost.

16.5 Emergency Response. If any situation arises that threatens to affect the safety of any person or property on SECURE's premises, or the Work, or if an emergency arises which affects any of the foregoing, Contractor shall exercise all due care to ensure the safety of same. Notwithstanding the foregoing, if, in the opinion of SECURE, any situation arises that threatens to affect the safety of any person or property on SECURE's premises, or the Work, or if any emergency arises which affects or may affect the safety of any person or property on SECURE's premises, or the Work, SECURE may immediately stop the provision of the Work and/or give whatever instructions are necessary, in its sole opinion, to remedy the situation and Contractor shall immediately comply with such instructions.

16.6 Reporting and Investigation. Contractor shall notify SECURE immediately of any accident in connection with the performance of the Services and confirm such notice in writing within twenty-four (24) hours of its occurrence. Contractor shall investigate such accidents (or cooperate with SECURE in conducting investigations of accidents, or both) that arise out of Contractor's performance of the Services and provide copies to SECURE of all accident reports it produces in response to any such investigations.

17. TERMINATION, DEFAULT AND SUSPENSION

17.1 Termination for Convenience. SECURE may, at any time without cause, terminate the Purchase Order upon written notice to Contractor, whereupon each party shall be relieved of all further obligations under the Purchase Order. Such termination shall be without prejudice to the rights and remedies of the parties accrued prior to termination. Upon termination Contractor shall, no later than ten (10) days from the effective date of such termination, deliver to SECURE all Goods and Work Product for which SECURE has paid or is obligated to pay to the date of termination (whether completed or not). If Contractor does not deliver such Goods and Work Product, SECURE may remove from Contractor's possession all Goods and Work Product (whether completed or not) for which SECURE has paid or is obligated to pay to the date of termination, without hindrance by Contractor or anyone claiming through Contractor. Subject to Section 17.2, Contractor shall, as its sole remedy and recourse for such termination, be entitled to payment of the balance outstanding for the Goods satisfactorily delivered and Services satisfactorily completed as of the effective date of termination, and reasonable third-party costs incurred by Contractor as a result of such termination.

- 17.2 **Termination for Cause.** Without prejudice to any other right or remedy which SECURE may have, if any Goods and Services are not provided in accordance with, or Contractor fails to comply with, any of the provisions of the Purchase Order, SECURE may avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and Services have been accepted by SECURE:
- (a) terminate the Purchase Order, whereupon Contractor shall, promptly upon receipt of notice of termination from SECURE, reimburse SECURE for any costs and expenses incurred by SECURE as a result of such termination, and Section 17.1 shall apply;
 - (b) reject all or some of the Goods and Services or the deliverables related thereto;
 - (c) provide Contractor the opportunity at Contractor's expense to either remedy any deficiency in the Goods and Services or provide any other necessary goods and services to ensure that the terms of the Purchase Order are fulfilled;
 - (d) refuse to accept any further Goods and Services without any liability to Contractor;
 - (e) take any action at Contractor's expense to make the Goods and Services comply with the Purchase Order, provided that SECURE first provided Contractor a reasonable opportunity to remedy the non-compliance, at Contractor's cost and expense;
 - (f) claim such damages as may have been sustained by SECURE in consequence of Contractor's breach of the Purchase Order; or
 - (g) withhold any sum due to Contractor under the Purchase Order and apply such sum against Contractor's obligations to third parties connected with the Purchase Order on Contractor's account, or as a set-off against Contractor's indebtedness to SECURE under the Purchase Order.
- 17.3 **Suspension of the Work.** At any time, SECURE may suspend all or any part of the Work upon providing written notice to Contractor. If Contractor is not in default of any of its obligations hereunder then SECURE shall reimburse Contractor for all reasonable costs incurred by Contractor directly resulting from the Work up to the time of suspension plus reasonable de-mobilization costs, less any monies already paid to Contractor.

18. INTELLECTUAL PROPERTY

- 18.1 **Ownership and License Rights.** Each party will at all times be and remain the sole and exclusive owner of the intellectual property it owned prior to entering into the Purchase Order. SECURE is hereby granted a non-exclusive, royalty-free, irrevocable, perpetual, worldwide, fully paid up right and license to use and otherwise exploit the Goods, Services and Work Product and any intellectual property rights incorporated therein or necessary for the use thereof, in connection with the use of such Goods, Services or Work Product or the repair or maintenance of the Goods, at no additional cost to SECURE. Contractor hereby unconditionally and irrevocably waives, and shall cause any of its directors, employees, secondees, representatives, agents, and contractors to unconditionally and irrevocably waive, for the benefit of SECURE all moral or similar rights of Contractor or such individuals or entities that exist or may exist in any of the Goods, Services and Work Product.
- 18.2 **Ownership of Work Product.** If the Goods, Services and/or Work Product are designed and developed exclusively for SECURE, based on SECURE's specifications, processes or other information supplied or advised by SECURE, then all such deliverables will become the sole property of SECURE and Contractor shall not use such deliverables for any other purposes. To the extent necessary to vest such sole and exclusively ownership in SECURE, Contractor shall, and shall cause its directors, employees, secondees, representatives, agents, and contractors to, assign to SECURE (and, as applicable, its successors and assigns) any and all rights in and to such proprietary information.

19. CONFIDENTIALITY

- 19.1 **Confidentiality.** Contractor shall maintain in confidence all information provided by SECURE to Contractor, as well as the terms and existence of the Purchase Order and all Work Product. Contractor shall not disclose any such information to any third party nor use such information for any purpose other than the performance of the Purchase Order, without the prior written consent of SECURE, except for information and Work Product:
- (a) known to Contractor prior to obtaining it from SECURE;
 - (b) which, at the time of disclosure or use by Contractor, is in the public domain; or
 - (c) obtained by Contractor from a third party who did not receive it in confidence directly or indirectly from SECURE or its representatives.
- 19.2 **Return of Confidential Information.** Contractor shall return all information provided by SECURE upon the completion of the Work, written request of SECURE or termination of the Purchase Order. SECURE shall have no obligation to maintain the confidentiality of any Work Product.

20. AUDIT

- 20.1 Record Retention. Contractor shall retain all records and documents relating to the Work for a period of three (3) years following supply of Goods or completion of the Services, such records to include all quality certificates, payroll records, and invoices issued to Contractor by its subcontractors and all other relevant records.
- 20.2 Right to Audit. Contractor shall allow SECURE, or its authorized representatives, to inspect, examine, audit and copy such records upon reasonable request during the period set out in Section 20.1 at no cost to SECURE. Contractor must refund to SECURE any overpayment disclosed by any audit, and SECURE must pay Contractor the amount of any underpayment discovered by such audit, within thirty (30) days of such finding.

21. PRIME CONTRACT

- 21.1 Acknowledgment and Acceptance of Prime Contract. To the extent that the Work is provided on a subcontract basis to SECURE on behalf of SECURE's customer (the "Owner") the Contractor hereby:
- (a) acknowledges having been given an opportunity by SECURE to receive and review a redacted copy of the Prime Contract and is fully familiar with all of the provisions thereof;
 - (b) accepts the terms and conditions of the Prime Contract; and
 - (c) acknowledges and represents that it has:
 - (i) carefully investigated the nature and conditions of the site where the Work is to be performed;
 - (ii) familiarized itself with all conditions affecting the Work; and
 - (iii) entered into this Purchase Order based on its own examination, investigation and evaluation and not in reliance upon opinions, representations or warranties of the Owner or SECURE.
- 21.2 Incorporation of Prime Contract and Flow-Down Obligations. The Prime Contract is incorporated into this Purchase Order by reference, but only to the extent the terms and conditions of the Prime Contract are directly or indirectly applicable to this Purchase Order and the Work, such that a reference to "Owner" or words of similar meaning in the Prime Contract shall be deemed to be a reference to SECURE and a reference to "Contractor" or word(s) of similar meaning in the Prime Contract shall be deemed to be a reference to the Contractor, and references to the "Contract or Agreement" shall be deemed a reference to those portions or aspects of the Prime Contract to which this Purchase Order relates. The Contractor shall be bound by such terms and conditions of the Prime Contract so incorporated in this Purchase Order. Contractor shall comply with and do all things required by the Prime Contract, so as not to result in a violation by SECURE of any terms, covenants or conditions of the Prime Contract. Any capitalized terms not defined in this Purchase Order shall have the meanings ascribed to them in the Prime Contract. In the event of a conflict between the provisions of the Prime Contract and the provisions of this Purchase Order with respect to the Work, the provisions of the Prime Contract shall take precedence over the provisions of this Purchase Order to the extent of such conflict.
- 21.3 Communications with Owner. Unless otherwise instructed, SECURE shall be the first line of contact for all matters with the Owner. Contractor shall act in good faith to preserve and enhance SECURE's relationship with the Owner. Contractor shall attend, in person or by a representative who has full authority to make decisions, all such meetings as may be called by the Owner or SECURE in connection with the performance of the Work.
- 21.4 Prime Contract Termination. If the Prime Contract is terminated in whole or in part for any reason whatsoever, SECURE may, by written notice to Contractor, terminate this Purchase Order to the extent that performance is not required due to the entire or partial termination of the Prime Contract. Upon termination of this Purchase Order, SECURE shall only be liable to pay the amounts owing to Contractor which are actually recovered by SECURE from the Owner.

22. MISCELLANEOUS

- 22.1 Entire Agreement. Subject to Article 21 (if applicable), the Purchase Order and these Terms and Conditions constitute the entire agreement between the parties pertaining to the Work, and supersedes any and all previous agreements, negotiations and discussions, whether oral or written, of parties pertaining to the Work.
- 22.2 Assignment and Subcontracting. Contractor shall not assign or subcontract the Purchase Order without SECURE's prior written consent, such consent not to be unreasonably withheld. Contractor shall be responsible for all acts or omissions of its employees, agents, consultants, Subcontractors providing any Goods or Services in relation to performance of the Purchase Order and the Work and any such acts or omissions shall be deemed those of Contractor. SECURE may assign and novate the Purchase Order to any third party without the consent of, but upon reasonable prior notice to, Contractor.
- 22.3 Relationship of the Parties. Contractor is an independent contractor and, unless authorized by SECURE in writing, shall not hold itself out as SECURE's agent or representative. Subject to the rest of this Purchase Order, Contractor shall be responsible for its own means and methods in the performance of the Work.

- 22.4 Governing Law. The Purchase Order shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. The parties attorn to the jurisdiction of the Courts of the Province of Alberta.
- 22.5 Compliance with Laws. Contractor covenants and agrees that it shall at all times comply with all applicable laws, statutes, regulations, and ordinances, including those relating to modern slavery, forced labour, child labour, fair employment practices, anti-money laundering, anti-corruption, and economic sanctions.
- 22.6 No Waiver. SECURE's right to require strict performance shall not be affected by any previous waiver or course of dealing.
- 22.7 Notices. Any notice to be given shall be in writing and may be delivered personally, by courier, electronically or registered mail to the individual and at the physical or electronic address on the Purchase Order.
- 22.8 Severability. The invalidity or unenforceability of any provision of the Purchase Order shall not affect the validity or enforceability of any other provision of the Purchase Order.
- 22.9 Cumulative Remedies. The rights and remedies provided by the Purchase Order are cumulative and in each case are in addition to and not in substitution for any other rights or remedies provided in law, equity or otherwise and shall extend to the parties herein and their respective successors and permitted assigns.
- 22.10 Legal Advice. The parties hereby acknowledge that the Purchase Order and these Terms and Conditions have been freely negotiated by the parties and that each party has had an opportunity to seek independent legal advice. Accordingly, the principle of *contra proferentum* shall not apply in the interpretation of the Purchase Order and these Terms and Conditions.
- 22.11 Counterpart Execution. The Purchase Order may be executed and delivered by the parties in counterparts and by electronic means and when a counterpart has been executed and delivered by each of the parties, by electronic copy or otherwise, all such counterparts and electronic copies shall together constitute one agreement.