1.0 INTRODUCTION

1.1 Supplier accepts these general terms and conditions – project delivery contractor / supplier ("**Terms and Conditions**") by accepting a work order, purchase order, other work instructions (collectively, a "**P/O**"), beginning work, including shipment of products and/or equipment, or performance of services. No terms or conditions other than these Terms and Conditions and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions shall be binding on the Parties. Supplier agrees that, notwithstanding any language to the contrary or any written or oral acknowledgement by Supplier, (i) any quotation, acknowledgement, or similar instrument issued by the Supplier in relation to this Agreement is intended only for the Supplier's internal purposes, (ii) no other instrument shall be considered a counteroffer, amendment, modification, or other revision to this Agreement, and (iii) no term or condition included in the Supplier's quotation, acknowledgement, or similar instrument will have any force or effect.

1.2 BGIS Global Integrated Solutions Canada LP ("**BGIS**") hereby retains Supplier (collectively, the "**Parties**" and individually, a "**Party**") as an independent contractor to perform, and Supplier hereby agrees to perform, the Work as an independent contractor in accordance with the terms and conditions of the Agreement.

1.3 All capitalized terms used in these Terms and Conditions shall have the meaning given them in these Terms and Conditions provided that any other terms that have a generally understood meaning in the construction industry shall have that meaning for the purposes of the Agreement.

2.0 SCOPE

2.1 Goods and/or services ("**Work**") ordered by BGIS or any subsidiary or affiliate thereof (including but not limited to BGIS O & M Solutions Inc., BGIS Workplace Solutions Inc.) on its own behalf or as agent for a third party (in each case, "**BGIS**") in a P/O" issued to the supplier named in the P/O ("**Supplier**") shall be timely furnished and invoiced in strict conformity with the P/O, these Terms and Conditions and any other documents relating to the Work as advised by BGIS, including without limitation specification, pricing and Work milestone documents, (collectively the "**Agreement**") as well as, Applicable Law, the policies of BGIS and/or its customer ("Client") which include but are not limited to policies relating to Supplier Code of Conduct and Health, Safety and Environment which may have been shared with the Supplier in advance or otherwise made available on BGIS's website at https://www.bgis.com/ca/suppliers.htm and other requirements of the Work beneficiary ("**Client**") shared with Supplier.

2.2 If BGIS advises Supplier that it has retained a consultant ("**Consultant**"), the Consultant will provide administration of the Agreement while the Work is being provided until completion of the Work. Such administration may include, but is not limited to: changes in the Work and the Agreement, field review, payment certification, shop drawing review, deficiency review, review of as-builts and closeout documents.

3.0 DELIVERABLES

3.1 Supplier shall supply all labour, materials, supplies, equipment and services required to deliver the Work in accordance with the requirements of the Agreement including, without limitation, the provision of any and all labour, materials, 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 Work. If any of the Work, in the reasonable opinion of BGIS, is inadequately provided or requires corrections, the Supplier shall forthwith make the necessary corrections at its expense. During the Term Supplier shall keep the Place of Work clean and tidy.

3.2 The Work: (i) shall be undertaken in a professional and competent manner by persons qualified and skilled in their occupations to the standards consistent with that level of care and skill ordinarily exercised by members of the same trade or profession currently practicing under similar circumstances in the general vicinity of the location of the Work ("**Place of Work**"); and (ii) shall comply with all applicable laws, statutes, ordinances, rules, regulations and codes, whether federal, provincial or local, including required environmental protection and health and safety regulations ("Applicable Law"). All materials and supplies brought into the Work shall be new and any substitutions agreed to by BGIS shall be of equal or better quality than such specified materials or supplies.

3.3 Supplier shall be fully responsible for the professional quality, technical accuracy, timeliness and completeness of the Work and at all times shall act diligently, prudently, ethically, and in the best interest of BGIS, the Client and the Client's properties.

3.4 At any time, BGIS may issue a change to the Work and any resulting change in the Contract Price or the Work milestones agreed to by BGIS shall be confirmed in writing by the Parties. No change in the Work or any resulting change to the Contract Price or Work milestones proposed by Supplier shall be effective unless or until agreed to in writing by BGIS. All such changes that are confirmed in writing shall constitute part of the Agreement.

3.5 Supplier shall only use subcontractors first approved in writing by BGIS. Supplier shall be solely responsible for the acts and omissions of its subcontractors and BGIS's approval of any subcontractor shall not change Supplier's liability in this regard. Subcontractors shall obtain and maintain all insurance coverage that Supplier is required to maintain under the Agreement.

3.6 Supplier has inspected the Place of the Work prior to the commencement of the Work to the extent it deems necessary to determine difficulties and hazards incidental to the Work (for both construction and design purposes) whether arising from the location of the Work, proximity of the Work to adjacent facilities, site conditions, equipment, and other building structures, or otherwise, and is reasonably satisfied with the nature and extent of such difficulties and hazards. No change to the Contract Price or Work milestone documents will be permitted due to Supplier's failure to have investigated and determined the conditions affecting the Work as contemplated in this section.

4.0 CONFLICT OF INTEREST

4.1 Supplier shall not engage in any activity or provide any services to BGIS where to do so would create a real or perceived conflict of interest with the provision of the Work. Without limiting the generality of the foregoing, Supplier acknowledges and agrees that it shall be a conflict of interest to provide Work if Supplier is related in law to another person or entity that has bid on the Work, or if Supplier uses confidential competitor or BGIS information to support the bid for the award of the Work, or if Supplier's employees or subcontractors are related by family or business relationship to BGIS employees or Client employees where such relationship can be considered to impact the award of the Work.

4.2 Supplier shall promptly disclose to BGIS any actual or potential situation that may be reasonably interpreted as a real or perceived or potential real or perceived 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 Canada LP
Attn: BGIS Legal Counsel
4175 14th Avenue.
Markham ON. L3R 0J2

4.3 Breach of these conflict of interest provisions may result in termination of the Agreement by BGIS in addition to any other remedies that BGIS has for such breach in contract, in law or in equity.

5.0 CONTRACT PRICE AND PAYMENT

5.1 The amount that BGIS shall pay for Work completed in accordance with the Agreement ("**Contract Price**") shall be as provided for in or otherwise in accordance with the P/O (including any accompanying drawings and specifications raised by BGIS).

5.2 The Contract Price is: (i) exclusive of GST, HST, TVQ and PST applicable in the jurisdiction where the Place of Work is situate; and (ii) inclusive of all other taxes, tariffs, duties and/or levies which may be payable in connection with the Work. Subject to any payment schedule provided for elsewhere in the Agreement, Supplier shall submit monthly applications for payment of the Contract Price for Work completed since the last application for payment was made. Each application for payment shall consist of: (i) a detailed, itemized invoice that includes a labour and material cost breakdown, the work location, the correct P/O number, the BGIS project number, the BGIS project manager's name and any other information reasonably required by BGIS or the Client; (ii) a CSST/WSIB/WCB certificate; and (iii) any other information or documentation

reasonably required by BGIS or Client. No application for payment will be processed by BGIS unless BGIS has received: (i) certificates confirming that the insurance coverage that Supplier is required to obtain and maintain under the Agreement are in effect; and (ii) evidence that all building permits for the Work have been obtained. The final application for payment shall, in addition to the foregoing, include: (i) evidence that notice of substantial completion has been published in a recognized construction trade newspaper and that no claims for lien have been received (provided that if the Place of Work is in Quebec the Work shall be considered substantially complete 30 days following the date when the Work is ready for use or is being used for the purpose intended and, if there is a payment certifier, is so certified by the payment certifier otherwise as determined by BGIS and in any case, no liens have been filed); (ii) as-built drawings; (iii) contractor or Supplier warranties for equipment, systems and materials; and (iv) all manuals and commissioning information.

5.3 If: (i) BGIS determines that Supplier's invoice is not correct; (ii) BGIS disputes the amount of the invoice; (iii) BGIS determines that the Work was not satisfactorily rendered or is otherwise deficient; or (iv) any application for payment is incomplete, BGIS shall notify Supplier accordingly and may reject the invoice and withhold payment until the issue has been resolved provided that if only part of an invoice amount is disputed, BGIS shall pay the undisputed portion of the invoice. Payment of Supplier's invoices shall be made by cheque or electronic funds transfer 60 days following the date of receipt an application for payment made in accordance with the terms of this section. Payment shall not constitute BGIS's acceptance of the Work nor impair BGIS's right to inspect or audit the Work or exercise any of its remedies, including its right to recover back from Supplier any amount already paid for the Work. All payments on account of the Contract Price are subject to any holdbacks required by applicable construction lien law at the Place of Work.

5.4 Supplier acknowledges that BGIS's agreement with the Client may include prompt invoicing requirements and accordingly, and in any event, Supplier agrees to waive payment for Work: (i) not invoiced within 6 months of the P/O issue date where such Work is scheduled for completion within 3 months of the P/O issue date; or (ii) not invoiced within 6 months of substantial completion of the Work where Work is scheduled for completion beyond 3 months of the P/O issue date.

5.5 BGIS may deduct from any sum due by BGIS to Supplier under the Agreement any amount due to BGIS by the Supplier under the Agreement or any other agreement between BGIS and Supplier.

6.0 TERM AND TERMINATION

6.1 Subject to earlier termination as may be provided in the Agreement and unless otherwise specified, the Agreement shall be effective upon the P/O being issued and shall remain in effect until all obligations under the Agreement have been performed in full ("**Term**").

6.2 If the Contract Price is less than or equal to $10,000, BGIS may terminate the Agreement without cause immediately with written notice. If the Contract Price is greater than $10,000 BGIS may terminate the Agreement in whole or part without cause upon 30 days' written notice. BGIS may immediately terminate the Agreement in whole or part if Supplier has breached the terms of the Agreement and has failed to correct the breach within 30 days of BGIS's notification of the breach. Upon termination, BGIS shall be liable solely for payment of the value of the Work satisfactorily completed under the Agreement to the date of termination including a reasonable amount to compensate Supplier for costs directly related to the wind-up of the Work ("Wind Up Costs"). Wind Up Costs shall not include any profit or overhead or opportunity costs of Supplier and Supplier shall use commercially reasonable efforts to minimize Wind Up Costs.

6.3 BGIS retains the right, should Supplier not be able to meet BGIS's requirements in connection with the Work or this Agreement, to satisfy BGIS's requirements from other sources and BGIS's obligations under the Agreement will be reduced accordingly.

7.0 INSURANCE AND WORKPLACE INSURANCE

7.1 Supplier shall obtain and maintain during the Term the following insurance coverage's. Prior to the commencement of the Work Supplier shall deliver the following to BGIS:

7.1.1 A certificate of insurance confirming Supplier has in place commercial general liability insurance in an amount not less than five million dollars ($5,000,000) inclusive per occurrence for personal

injury, bodily injury, death and property damage. The insurance may not be reduced, allowed to lapse, cancelled or modified without 30 days prior written notice to BGIS;

7.1.2 A certificate of insurance confirming Supplier has in place 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;

7.1.3 A clearance certificate issued pursuant to the workers' compensation legislation in effect in each of the jurisdictions where Work is to be performed confirming employees of Supplier performing the Work are covered by workers' compensation insurance or equivalent legislative compensation scheme and that payments due thereunder are up to date.

7.2 All insurance policies must (i) for any property insurance, contain a waiver of subrogation in favour of the Indemnitees and (ii) for any liability insurance, include BGIS, the Consultant and the Client (collectively, "**Indemnitees**") as additional insureds with respect to liability arising in the course of performance of the obligations under, or otherwise in connection with the Agreement, in which case the policy shall be non-contributing and primary with respect to coverage in favour of the Indemnitees.

7.3 Supplier's obligations to maintain such minimum insurance coverage shall in no way limit the liability or obligations assumed by Supplier under this Agreement

7.4 BGIS may, acting reasonably, require higher limits or other types of insurance coverage(s) as necessary and appropriate under the circumstances.

7.5 If the Work is or includes professional services Supplier shall carry and provide proof of professional errors and omissions coverage with a limit of not less than two million dollars ($2,000,000) inclusive.

8.0 INDEMNITIES AND LIABILITY

8.1 If, and to the extent, any negligent act or omission of Supplier or its employees, servants, subcontractors, agents, or representatives or others it is responsible for in law, causes or results in (i) damage to or destruction of property of BGIS or third-parties (including Clients), and/or (ii) death or injury to persons including employees of BGIS or third-parties (including Clients), and/or (iii) any claim for infringement of intellectual property rights, and/or (iv) any claim for breach of any confidentiality provisions or unauthorized release of confidential information, Supplier agrees to indemnify and hold harmless BGIS and it partners and affiliates and Clients and their respective officers, directors, employees, successors and assigns (collectively, "**Indemnified Parties**") from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable lawyers' fees and expenses and costs of litigation ("**Losses**") BGIS or any other Indemnified Party incurs as a result of, in connection with, or arising therefrom. Supplier shall pay or reimburse BGIS or any other Indemnified Party promptly for all Losses. The provisions of this section shall survive the expiration or termination of this Agreement. Except to the extent arising from fraud, willful misconduct, breach of confidentiality, intellectual property infringement and third parties, the obligation of the Suppler to indemnify hereunder shall be limited:

8.1.1 Where claims are required to be covered by insurance under this agreement, and, if applicable, by any additional insurance, to the amount of such insurance.

8.1.2 Where claims are not covered by insurance, to the greater of the contract price or $2,000,000 but in no event shall the sum be greater than $20,000,000.

8.1.3 Where claims are by third parties for direct loss resulting from bodily injury, sickness, disease or death, or injury to or destruction of tangible property, the obligation to indemnify is without limit.

8.2 Neither Party shall have any liability to the other Party for any indirect, special, incidental, exemplary or punitive damages or economic consequential damages (including loss of profits or savings) whether in contract (including fundamental breach), tort (including negligence or strict liability) or other legal or equitable theory, resulting from or arising in connection with any breach of this Agreement by it, even if advised in advance of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose provided, however, that any claim by a third party against a Party shall be

considered direct damages of such Party. The provisions of this section shall survive the expiration or termination of this Agreement.

8.3 Supplier shall indemnify and hold BGIS, its partners and each of their respective officers, directors and employees (collectively, "**BGIS Indemnified Parties**") harmless from any and all damages, liabilities and losses (including, without limitation, fines and penalties) suffered by or imposed upon any Indemnified Party to the extent due, resulting from or arising out of Supplier's failure to comply with any applicable workers' compensation legislation and this provision and any other provisions intended to survive will survive the expiry or termination of the Agreement.

8.4 BGIS shall hold the benefit of all indemnities in favour of the other Indemnified Parties and the other BGIS Indemnified Parties in trust for those persons and may enforce the indemnities for their benefit without further formality.

9.0 ASSIGNMENT

9.1 Supplier shall not assign the Agreement without the prior written consent of BGIS. If Supplier subcontracts or delegates any of its obligations in the Agreement to a third party, Supplier shall remain fully responsible for complete performance of all of Supplier's obligations under the Agreement and for any such third party's compliance with the provisions set forth therein. BGIS may, upon written notice to Supplier, assign its interest and obligations in the Agreement to a Client without Supplier's consent and BGIS shall have no further obligations to Supplier under the Agreement from and after the assignment.

10.0 RECORDS

10.1 If Suppler provides time and materials or construction management services under the Agreement, Supplier shall maintain complete and accurate books, records, accounts and invoices in relation to the Work and the Agreement. Upon request BGIS and Client shall be entitled from time to time to inspect and audit all said books, records, accounts and invoices and in such case all of which shall be made available at the Supplier's office closest to the Place of Work during normal business hours.

11.0 HEALTH, SAFETY AND SUSTAINABILITY

11.1 Supplier acknowledges reading, reviewing and informing their staff of the BGIS Health & Safety Policy and agreeing to abide by all applicable legislated and mandated health and safety requirements. Supplier agrees to provide all required health and safety training at its own cost for their staff as related to providing the Work.

11.2 Where specified in the Agreement, Supplier agrees to provide security clearance checks at their own cost on all employees that have access to Client locations to undertake the Work. BGIS will provide the required Client specific security requirements.

11.3 Supplier will use only environmentally friendly products if available.

11.4 Throughout the Construction Work, the Supplier must leave the premises clean and tidy. Supplier will remove all waste materials from the Place of Work and dispose of in an environmentally-friendly manner, including reuse and recycling.

11.5 Supplier will abide by all LEED requirements if Place of Work site is LEED certified.

11.6 Supplier shall immediately notify BGIS of any actual or possible environmental, health or safety problems, including any issues that need to be reported to regulatory agencies that are attributable to the Work. Supplier also agrees to provide BGIS with reasonable advance notice of potential labour disputes, material shortages, its insolvency or any other matters that may delay or interfere with its performance under the Agreement.

11.7 Supplier recognizes and declares that it: (i) is responsible for directing, monitoring and performing the Work; (ii) is the person undertaking the Work and is the "Constructor" or "Prime Contractor" or "Principal Contractor" pursuant to the applicable health and safety legislation (the "Constructor") in connection with the

Work; and (iii) shall assume all of the obligations of the Constructor pursuant to such legislation unless otherwise agreed to in writing by BGIS.

11.8 Supplier shall ensure that all hazardous materials are properly handled and stored in accordance with all Client requirements and Applicable Law. Supplier must be able to demonstrate that its employees have received appropriate WHMIS training and are knowledgeable in spill response. If Supplier encounters toxic or hazardous materials or substances, Supplier shall: (i) take all reasonable steps to ensure that no person suffers injury, sickness or death and that no property is damaged or destroyed as a result of exposure to or the presence of the substances or material; (ii) suspend work at the location where Supplier encountered the toxic or hazardous substance or material; and (iii) immediately report its findings to BGIS and confirm such findings in writing. Supplier will be permitted to continue work only upon BGIS's removal of the work suspension.

12.0 LAW AND ARBITRATION

12.1 The Agreement shall be interpreted in accordance with and governed by the laws of the province where the Place of Work is located and all laws of Canada applicable therein and all disputes among the parties shall be submitted to the non-exclusive jurisdiction of the courts where the Place of Work is located.

13.0 FORCE MAJEURE

13.1 For the purposes of this Agreement "Force Majeure" means an event which occurs owing to causes beyond the control of the Party claiming Force Majeure, which is unforeseeable and unavoidable and which occurs without fault or negligence or impecuniosity of the Party claiming Force Majeure.

13.2 A failure of Supplier to perform its obligations under this Agreement caused by Supplier's subcontractors shall only be considered as Force Majeure if the criteria stated in Clause 13.1 are all met in respect of such subcontractor and Supplier accepts such event as Force Majeure under its contract with the subcontractor.

14.0 NOTICES

14.1 All documentation, contacts and or recall notices shall be made strictly through BGIS's Project Delivery Services team and addressed to:

BGIS Global Integrated Solutions Canada LP
4175 14th Avenue.
Markham ON. L3R 0J2
Attn: Sr Vice President
Project Delivery Services

and in the case of any delay claims, legal claims or demands, with a copy to:

BGIS Global Integrated Solutions Canada LP
4175 14th Ave
Markham, Ontario L3R 0J2
Attn: BGIS Legal Counsel

15.0 WARRANTIES

15.1 Supplier warrants that the Work: (i) shall be provided in accordance with the requirements of the Agreement; (ii) shall be free from failure, defects in material or workmanship; (iii) shall be of the best quality; (iv) shall comply with applicable industry standards and practices; (v) shall be free and clear of all liens, attachments and claims; (vi) shall be fit for the purpose intended; and (vii) shall correspond with the specifications, drawings, samples, or other description furnished or adopted by BGIS and with applicable laws.

15.2 Unless otherwise specified elsewhere in the Agreement, Supplier's warranty shall be for no less than one year after satisfactory substantial completion of the Work and BGIS and the Client shall further benefit from all legal and manufacturers' guarantees available in connection with the Work. Supplier agrees to

expeditiously repair, replace or re-perform, at its own expense (including all associated costs such as transportation, replacement, removal and reinstallation costs) any Work or any part or components thereof which are found to be in breach of the warranties provided in the Agreement when notified of such non-conformity by BGIS. If Supplier fails promptly to remedy or replace non-conforming Work, BGIS may, upon reasonable notice to Supplier, undertake or arrange for the undertaking of remedial works at Supplier's expense. All warranties shall survive inspection, acceptance and use of the Work and completion, termination or cancellation of this Agreement.

16.0 LIENS

16.1 The Supplier irrevocably and without condition renounces any lien or legal hypothec which it could invoke with relation to the Work and undertakes to obtain such renunciation from its subcontractors and suppliers.

17.0 CONFIDENTIALITY

17.1 The Parties agree to protect and keep all data and information disclosed by each Party in relation to this Agreement confidential.

18.0 ANTI-BRIBERY

18.1 The Consultant, its affiliates, and their respective employees and subcontractors providing Deliverables shall not be a party to the offering, paying or receiving of bribes or be a party to any activity that violates any anti-bribery laws. The Consultant shall confirm same in writing upon BGIS's request made from time to time.

19.0 SUCCESSORS AND ASSIGNS

19.1 The Agreement shall enure to and be binding upon the successors and permitted assigns of each Party.

20.0 COMPLIANCE MONITORING

18.1 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.