

# Appendix "A": Services

## Supplemental terms and conditions Annex to purchase order

- 1. Definitions and interpretation.** In this Appendix, the following words shall have the following meanings:

"Agreement" means this purchase order and the appendix hereto, as same may be amended or supplemented from time to time; and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions refer to this Agreement and not any particular section or other portion of this Agreement.

"Business Day" means any day of the year other than a Saturday, Sunday or any days on which financial institutions are generally not opened for business in Ottawa (Ontario).

"Parties" means MD Management Limited, the Vendor and any other person who may become a party to this Agreement, and includes their respective successors and permitted assigns, and "Party" means any one of them.

"Vendor" means the vendor identified on the purchase order.

Governing Laws: The purchase order shall be interpreted and executed in accordance with applicable laws of the province of Ontario.

Gender: Unless otherwise required by context, words importing the singular include the plural and vice versa; words importing gender include all genders.

Headings: The headings used in the Appendix have no interpretative value. Their sole purpose is for convenience of reference.

Precedence: The purchase order reflects the entire understanding between the Parties. It supersedes all other written or verbal promises or covenants made prior to its execution date, in addition to any appendixes hereto attached and all amendments agreed upon by the Parties.

- 2. Workers' Compensation.** At the request of MD Management Limited, the Vendor shall provide evidence that its account is in good standing with the Workers' Compensation Board in the location where the deliverables are performed.

- 3. Payment.** Upon the total performance of the Work and acceptance thereof by MD Management Limited, MD Management Limited agrees to pay the Vendor the amounts due within 30 Business Days of receipt of invoice, unless otherwise agreed, subject to any holdback monies, shall become due the Business Day after the expiration of the period for retaining such holdbacks stipulated in the appropriate legislation, provided the Vendor shall submit a statutory declaration to MD Management Limited indicating that all indebtedness incurred by the Vendor in the total performance of the Work for which MD Management Limited might be held responsible has been discharged, except holdback monies properly retained. All payments requested of MD Management Limited shall be inclusive of applicable sales taxes and customs duties, if any.

- 4. Insurance.** Without restricting the indemnification set forth in the purchase order, the Vendor shall provide and maintain an endorsement to its existing Comprehensive General Liability Insurance Policy in an amount acceptable to MD Management Limited per occurrence for bodily injury, death and damage to property, including loss of use thereof, it being understood that it is an insurance contracted to cover the risks incurred during the delivery of Work on the property of MD Management Limited, such amount to be two million dollars (\$2,000,000) unless MD Management Limited specifies a lesser or greater amount.

The Vendor agrees to provide and maintain property insurance acceptable to MD Management Limited, insuring the Work for the amount of the purchase order price herein, in the joint names of the Vendor and MD Management Limited and others with an insurable interest in the Work, which insurance shall preclude subrogation claims by the insurer against anyone insured thereunder. The Vendor shall provide a copy of its insurance certificate, naming MD Management Limited as an additional insured.

In the event a performance bond is required by MD Management Limited from the Vendor until the



fulfillment of the agreement and covering the warranty requirements, such bond shall be in a form approved by MD Management Limited

- 5. Security.** The Vendor, Vendor's personnel and all of whom for which the Vendor is responsible at law shall abide by MD Management Limited security regulations, in force from time to time. The Vendor will ensure that all keys, access badges and other items, entrusted to the Vendor, to enable the Vendor and the Vendor's personnel to perform its duties, are protected from copying or loss and are returned to the appropriate security station at the end of the contract. The Vendor shall be liable to MD Management Limited for all costs resulting from the Vendor's failure to comply with this term.

The Vendor shall submit to MD Management Limited the names and addresses of personnel who will be employed on MD Management Limited premises, forty-eight hours prior to their commencing work. Only the Vendor person appearing on the list provided in accordance with this term will be admitted to MD Management Limited buildings. MD Management Limited reserves the right to reject any Vendor personnel and to require the Vendor to remove any employee of the Vendor, its agents or subcontractors performing at MD Management Limited premises, and have the Vendor replace such individual with an employee acceptable to MD Management Limited.

- 6. Equipment.** All equipment used under this Agreement shall be provided and maintained in a safe and serviceable condition by the Vendor. MD Management Limited shall not be liable, in any event, for loss or damage to the Vendor's equipment or materials.
- 7. Assignment.** The Vendor agrees and acknowledges that the Agreement is inalienable. None of the rights, duties or obligations of the Vendor hereunder may be assigned or transferred by the Vendor hereto (except if the assignee is a company or a person related to the assignor), without the prior written authorization of MD Management Limited, which authorization shall not be withheld unreasonably. Any assignment or any other forms of transfer of rights, duties and commitments pursuant hereto contravening this section is null and non-opposable to MD Management Limited.
- 8. Delays.** The Vendor covenants to fully complete the Work in accordance with the construction schedule. The Vendor shall not be deemed to be in default of the performance of the Work hereunder if such performance is delayed, hindered or prevented as a consequence of the occurrence of an act of force majeure. An act of force majeure means any cause beyond the control

of the Vendor, which it could not reasonably have foreseen and against which it could not have protected itself. Such delay in the performance of the Work shall extend the total performance due date by the number of Business Days such delay is incurred, provided the Vendor notifies MD Management Limited within 24 hours of the occurrence of such delay. In no event shall any such delay exceed three (3) months from the date of the event causing the delay. In such event, either Party may terminate this Agreement subject to each Party carrying out its obligations hereunder to the effective state of termination.

- 9. Independent contractor.** The Vendor shall provide the services as an independent contractor, not as a partner, agent, servant or employee of MD Management Limited. The Vendor has no power to bind MD Management Limited or its affiliated companies nor shall Vendor represent to anyone that the Vendor has such power.
- 10. Warranty.** The Vendor hereby agrees and covenants to repair and make good any damages or fault in the Work that may appear within one year after its completion and its acceptance by MD Management Limited, as the result of imperfect or defective work done or material furnished by the Vendor, but nothing contained herein shall be construed as in any way restricting or limiting the liability of the Vendor under the laws of the province in which the Work is being done. The Vendor indemnifies and saves harmless MD Management Limited against loss or damage arising from any defects in material or workmanship furnished by the Vendor under this Agreement for such period as MD Management Limited is liable under law, or under the terms of this Agreement.

The decision of MD Management Limited as to the nature, extent and cause of such imperfection or defects and the necessity for remedying the same shall be final. Should the Vendor fail to comply with the directions of MD Management Limited, the latter may, after giving the Vendor twelve (12) hours written notice, perform the necessary work and charge the cost of such work to the Vendor.

If MD Management Limited notifies the Vendor in writing of imperfection or defects prior to the termination of the warranty period, the Vendor shall make good the imperfection or defects as specified above, notwithstanding that the Work of making good may commence after or extend beyond the end of the twelve-month period.

**11. Confidentiality.** The Vendor acknowledges that MD Management Limited business is subject to and must comply with certain privacy legislation, and accordingly MD Management Limited must maintain confidential information pertaining to its business. The Vendor shall use reasonable efforts to ensure that its authorized agents, employees, contractors and consultants or other persons for whom the Vendor is responsible at law (“Third Party”) and who may have access to confidential information or may be exposed to such confidential information, shall not disclose such confidential information.

For the purposes of this clause, confidential information shall mean any commercial, technical, scientific, financial, legal, personal or other information relating to MD Management Limited’s business activities, strategies or opportunities, intellectual property, other Vendors, customers, finances or employees, and is designated as confidential, and is disclosed in circumstances of confidence, and may be understood by the Third Party exposed to such confidential information, exercising reasonable business judgment, to be confidential, but excludes;

- (a) information previously known by the Third Party;
- (b) information known by the public or available to the public or that becomes known to the public or becomes available to the public;
- (c) information produced independently by the Third Party.

**12. Termination.** Should the Vendor voluntarily institute proceedings pursuant to any bankruptcy or insolvency act, or if any proceedings are instituted against the Vendor pursuant to such act, or should a trustee, a receiver or any other person having similar powers is nominated in order to take charge of all or a part of the assets or business of the Vendor, or if the Vendor institutes proceedings pursuant to the winding-up or liquidation, voluntary or forced, of the Vendor, or if the Vendor should at any time refuse or neglect to supply a sufficient number of skilled workmen or sufficient materials of the proper quality, or fail in any respect to prosecute the Work with promptness or diligence, or fail in the performance of any agreement or obligations herein contained, MD Management Limited may terminate this Agreement upon giving notice in writing.

**13. Appendix.** This Appendix to the purchase order, initialled by the Parties for identification purposes, constitutes an integral part thereof.

**14. Interpretation.** In the event that the terms of this Appendix are inconsistent with the terms of the purchase order, the terms of this Appendix shall prevail solely to the extent of the inconsistency.

**15. Scope of application.** This Agreement shall be binding upon the Parties as well as their legal representatives.