

PART B – STANDARD TERMS

1. GENERAL OBLIGATIONS

1.1 Supplier's Obligations. Supplier undertakes to comply with all its obligations hereunder including providing the Goods/Services with diligence, in a timely manner and in accordance with the terms and conditions of this Agreement and with generally accepted professional standards and practices recognised in Supplier's industry.

1.2 CBC's Obligations. CBC undertakes to comply with all its obligations hereunder including making payments as set out in this Agreement.

2. INVOICING AND PAYMENT

2.1 Invoicing. Supplier will submit invoices to CBC for the agreed amounts for the Services satisfactorily rendered and/or Goods satisfactorily delivered and accepted as per Section 4.1 of this Part B. Unless otherwise specified in Part A of this Agreement, invoicing shall be monthly.

2.2 Invoice Information. Each invoice shall set out: (i) the Price without tax; (ii) the amount of each applicable tax required by any level of government in Canada, separately; (iii) Supplier's tax numbers; (iv) the total price, applicable taxes included; and (v) the contract reference number appearing in the top right corner of page 1 of Part A of this Agreement if indicated, or the reference number provided by the CBC representative.

2.3 Payment. Once approved by CBC, CBC shall pay amounts due to Supplier within forty five (45) days of receipt of invoice.

3. INTELLECTUAL PROPERTY

3.1 No Violation. Supplier represents and warrants that the provision of the Goods/Services hereunder shall not cause Supplier to infringe on any intellectual proprietary rights owned by third parties including without limitation trademarks, patents, copyrights and that Supplier has all right, title and interest to provide the Goods/Services under this Agreement.

3.2 Rights and Property of Works (Services Only). Supplier hereby agrees that any and all intellectual property including without limitation trademarks, patents, copyrights, discoveries, ideas, inventions, improvements, technologies, formulae, presentations, illustrations and musical works and any procedures, processes, devices, know-how, diagrams, reports, computer programs, software, designs and documents, developed, designed, created, or prepared in connection with any Services (the "Works") shall be fully and immediately communicated to CBC and become CBC's sole and absolute property. Supplier hereby irrevocably assigns, transfers and abandons all of its rights, titles and interests in and to the Works to CBC and waives all moral rights to the Works. Accordingly, CBC has the exclusive right to implement and authorize any provisions under any law pertaining to intellectual property, including, without limitation, the right to protect in its own name, as owner and author, the Works and any of its derivatives under any law.

3.3 Unauthorized Use of Works (Services Only). Supplier agrees that unauthorized use of the Works may cause irreparable harm and significant injury, which may be difficult to ascertain. Supplier agrees that it shall be liable for all damages caused by the use of the Works in breach of this Agreement, by it or its directors, employees, representatives, subcontractors or anyone managed by Supplier ("**Representatives**") and further agrees that CBC shall have the right to seek any remedy, including, without limitation, injunction and specific performance, in the event of any breach of this Agreement, in addition to any other remedies available to CBC at law or in equity. Supplier also agrees to pay all of CBC's costs and legal expenses in such litigation if Supplier and/or its Representatives are found to have breached the terms of this Agreement.

3.4 Supplier Intellectual Property. CBC hereby agrees that any patents, trademarks, copyrights, discoveries, ideas, inventions, improvements, technologies, formulae, presentations, illustrations and musical works and any procedures, processes, devices, know-how, diagrams, reports, computer programs, software designs documents and other intellectual property of any nature whatsoever developed, designed, created, prepared or owned by or otherwise proprietary to Supplier prior to the commencement of this Agreement that is embedded, included in, or provided with the Works and/or Goods ("Supplier Intellectual Property") shall remain Supplier's sole and absolute property. The Supplier grants to CBC a non-exclusive, royalty-free license in perpetuity, to use the Supplier Intellectual Property.

3.5 Return of Material. Under no circumstances may Supplier or its Representatives, keep any copy whatsoever of material belonging to CBC, nor any copy of the Works, including any copy for archiving purposes. Supplier undertakes to deliver within thirty (30) days of the end of this Agreement (or at such time as CBC may request), all copies of material belonging to CBC and all copies of the Works.

4. INSPECTION AND WARRANTY

4.1 Inspection of Goods/Services. Goods/Services provided under this Agreement shall be paid by CBC subject to final written acceptance (according to criteria to be reasonably determined by CBC) by a person duly authorized by CBC. Goods/Services provided to CBC and found to have apparent defects or to be non-compliant with specifications and requirements set out in this Agreement, will not be accepted and shall be promptly corrected by Supplier at Supplier's expense, upon request from CBC. Supplier agrees that acceptance or payment of the Goods/Services by CBC shall not release Supplier of its obligations hereunder. Nothing in this Agreement shall be interpreted as an exclusion of any applicable legal warranty or conventional warranty, or as diminishing the effects of such warranties.

4.2 Warranty. Unless the Parties agree to a longer warranty period in Part A of this Agreement, Supplier warrants that the Goods/Services shall be free from any deficiencies for a period of 90 days from the time they are accepted by CBC as per Section 4.1 of this Part B, and Supplier shall correct, at no cost to CBC, any deficiencies in such Goods/Services, provided however that these deficiencies are reported by CBC to Supplier within such ninety (90) days. Should the manufacturer's warranty period for Goods be longer than the ninety (90) days, Supplier shall use its commercially reasonable efforts to pass on to CBC such manufacturer's warranty, and CBC shall benefit from this warranty. In addition, the Supplier represents and warrants that the Goods/Services will be fit for the particular purpose(s) for which they are intended. The warranty set out in this Section is in addition to any applicable legal warranty.

5. OTHER REPRESENTATIONS AND WARRANTIES

5.1 Supplier represents and warrants to CBC:

- a)** that where Supplier is either a corporation, partnership or sole proprietorship, it is duly constituted and validly existing under the laws of its jurisdiction of incorporation/registration, is qualified to carry on business in the jurisdiction where the Goods/Services are provided, and has the authority to enter into this Agreement;
- b)** that it has the sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to provide the Goods/Services in accordance with this Agreement;
- c)** that it and its Representatives will comply with all applicable laws and regulations in connection with the Goods/Services;
- d)** that it is duly registered with the relevant boards in accordance with provincial workers compensation legislation, and that it has paid and continues to pay all premiums and fees related thereto;

e) that it is not involved in and is not aware of any actual or potential lawsuit or circumstance which would or could materially affect its ability to provide the Goods/Services hereunder and, upon becoming aware of such, it shall immediately notify CBC and provide CBC with details of the nature of the lawsuit or circumstance; and

f) that entering into this Agreement shall not cause Supplier to be in breach of any obligation of confidentiality which Supplier may owe to any third party or otherwise cause Supplier to be in breach of any agreement or undertaking with any third party.

6. SUPPLIER'S INSURANCE

6.1 Supplier agrees to provide, pay for and maintain during the Term, insurance coverages including applicable deductibles, in accordance with the following:

a) *commercial general liability insurance* coverage of two (2) million dollars, and such insurance shall: (i) include CBC as an additional insured; (ii) provide for cross liability so that each insured is protected separately by the insurer; (iii) contain thirty (30) days prior written notice of material change or cancellation to CBC; and (iv) waive all rights of subrogation against CBC;

b) *commercial automobile liability insurance* coverage of two (2) million dollars, or other amount as indicated in Part A of this Agreement; and

c) *professional liability insurance* of two (2) million dollars, or other amount as indicated in Part A of this Agreement.

Certificates of insurance evidencing proof of coverage may be required by CBC either prior to or following execution of this Agreement.

7. INDEMNITY AND DAMAGES

7.1 Indemnity. Supplier shall indemnify and save harmless CBC from and against any and all claims, losses, damages, costs and legal expenses, actions and causes of action arising out of or resulting from: (i) Supplier breaching any provision of this Agreement; or (ii) anything done or omitted to be done by Supplier in connection with the Goods/Services under this Agreement; or (iii) loss or damage to property or persons caused by acts or omissions of Supplier, its Representatives or of anyone for whom Supplier may be responsible or liable.

7.2 Damages. In no event shall either party be liable to the other for loss of profits, business or revenue or for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever.

8. TERMINATION

8.1 Termination for Cause. This Agreement may be terminated by either Party (the "Non-Defaulting Party") if the other Party (the "Defaulting Party") commits a material breach of any of its obligations hereunder. In the event of such a breach, the Non-Defaulting Party will notify the Defaulting Party in writing. The Defaulting Party will have five (5) days following receipt of the default notice to cure such breach or, if it cannot reasonably be cured or remedied in five (5) days, a longer period of time as may be agreed in writing by the Non-Defaulting Party. If the breach remains uncured, the Non-Defaulting Party may terminate this Agreement effective immediately with written notice.

8.2 Insolvency Event. This Agreement may be terminated by written notice in case of insolvency of the other Party, filing of a petition in bankruptcy by or against such Party, appointment of a receiver for such Party or assignment for the benefit of such Party's creditors.

8.3 Termination Without Cause. This Agreement may be terminated by CBC at any time, without cause and without liability to Supplier (except for payment as per Section 8.4 of this Part B), by sending Supplier a prior written notice of thirty (30) days if the initial term of the Agreement, prior to any renewal option, is of one (1) year or less; or (ii) sixty (60) days if the initial term of the Agreement, prior to any renewal option, is over one (1) year.

8.4 Termination Obligations. In the event of termination of this Agreement pursuant to this Section 8 Supplier will be paid for the Goods/Services rendered and/or delivered to CBC's satisfaction up to the termination date as set forth in the termination notice. In addition, at CBC's request, Supplier shall collaborate with CBC to assist with the orderly termination process or transfer of the Goods/Services or the Agreement to another supplier or to CBC, without disrupting CBC's operations and business. CBC may, if necessary in CBC's sole opinion to achieve such transition, extend the Term of this Agreement up to a maximum of three (3) months on the same terms and conditions.

9. CONFIDENTIALITY

9.1 "Confidential Information" means any and all information, whether commercial, technical or personal, relating to the business of CBC whether or not marked "Confidential", but excluding information that:

a) is or comes into the public domain otherwise than by disclosure or default by Supplier;

b) was or is lawfully obtained or available on a non-confidential basis from a third party who was lawfully in possession of the same and free to disclose it;

c) was already known to Supplier as evidenced by written record pre-dating such disclosure; or

d) Supplier can demonstrate is independently developed by Supplier with no use or access to the Confidential Information.

9.2 Treatment of Confidential Information. Confidential Information provided by CBC pursuant to this Agreement shall remain the exclusive property of CBC. CBC may not be held liable for any error or omission with respect to the Confidential Information provided, nor for any consequence resulting from the use of such Confidential Information. Supplier shall not apply for or obtain any intellectual property protection in respect of the Confidential Information. Supplier agrees that any Confidential Information provided pursuant to this Agreement shall be used solely for the purposes provided hereunder and be kept confidential by it and its Representatives. Supplier agrees that the Confidential Information will be neither disclosed by it or its Representatives in any manner whatsoever, in whole or in part, nor be used thereby directly or indirectly for Supplier's or its Representative's own purposes or benefit.

9.3 Transmission of Confidential Information. Supplier may transmit Confidential Information only to those of its Representatives who need to know such Confidential Information, who are informed of the confidential nature of the Confidential Information and who agree to be bound by the terms of confidentiality in this Agreement.

9.4 Breach of Confidence. Supplier will notify CBC immediately upon becoming aware of any breach of confidence by anybody to whom Supplier has disclosed the Confidential Information and give all necessary assistance in connection with any steps which CBC may wish to take to prevent, stop or obtain compensation for such breach or threatened breach. Supplier shall be liable for all damages caused by its own or its Representatives' breach of this Section 9 and agrees that CBC may seek equitable relief in the event of any breach hereof and that it shall pay all of CBC's litigation costs and legal expenses in the event of such breach.

9.5 Notice of Disclosure. In the event that Supplier becomes legally compelled to disclose Confidential Information provided in connection with this Agreement, Supplier shall provide CBC with prompt written notice so that CBC may seek a protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement.

9.6 Return/Destruction of Confidential Information. On termination of this Agreement or upon written notice by CBC, Supplier shall immediately destroy or deliver to CBC all material in

any form containing or representing the Confidential Information and any derivation or compilation thereof in its possession including copies and archives. Delivery of the Confidential Information or of a certificate of destruction of the Confidential Information signed by a senior officer of Supplier shall be made no later than the close of business on the tenth (10th) business day after written notice by CBC.

10. PERSONAL INFORMATION

Supplier undertakes to treat all personal information it acquires in connection with this Agreement in accordance with the CBC privacy policy available at <http://www.cbc.ca/aboutcbc/discover/privacy.html> as amended from time to time. If a complaint is made to CBC about Supplier's privacy practices, it will permit the CBC Privacy Officer, during normal business hours, to conduct an audit of the privacy practices of Supplier in connection with personal information provided to it by CBC. Supplier agrees to fully cooperate with the CBC Privacy Officer or delegate and to implement improvements recommended by same. Failure to comply with improvements requested by the CBC Privacy Officer shall constitute a material breach of this Agreement. CBC will assume the CBC Privacy Officer audit costs. Supplier agrees that after termination of the Agreement, it will return to CBC all personal information provided to it by CBC or destroy copies of same and provide to CBC a certificate of destruction signed by a senior officer of Supplier no later than the close of business on the tenth (10th) business day after written notice by CBC. Supplier will retain only such personal information as required by law and shall immediately destroy such personal information when retention is no longer required by law.

11. MISCELLANEOUS

11.1 Subcontractors. Supplier shall not subcontract in whole or in part the obligations under this Agreement without the prior written consent of CBC. In all circumstances, Supplier shall remain responsible and liable for all subcontracted parties including payments due to subcontractors.

11.2 Risk of Loss. Supplier shall bear all risk of loss or damages to the Goods until delivered to CBC at the delivery place indicated in Part A of this Agreement or any other delivery place agreed to by the Parties.

11.3 CBC Premises. While on CBC premises, Supplier and its Representatives shall abide by all laws and regulations, instructions, directions and policies, which may be in effect from time to time at CBC, including but not limited to those related to health, safety and access to CBC premises.

11.4 Permits. Supplier, including its subcontractors, must obtain and maintain required consents, authorizations and permits for its operations at its own costs.

11.5 Force Majeure. Neither Party shall be held responsible for damages caused by delay or failure to perform or observe any covenant, undertaking, obligation or condition hereunder when such delay or failure is due to act of God, inevitable accident, fire, flood, lockout or strike, riot or civil unrest, wars, acts of public authorities (including law enactment, regulation, rule, order, etc.), or other cause of similar or different nature beyond the control of the Parties ("Force Majeure"). Should either Party be unable to comply with its obligations hereunder for more than fourteen (14) consecutive days due to a Force Majeure, the other Party may terminate this Agreement effective immediately with written notice.

11.6 No Agency and Independent Contractor Status. The Parties are not partners nor joint venturers; neither Party is the agent, representative or employee of the other Party and nothing in this Agreement shall be construed to create any relationship between them other than an independent contractor relationship. As an independent contractor, Supplier declares and warrants that it is responsible for making all deductions, contributions and payments prescribed by law, including those relating to its employees and any person acting on behalf of Supplier. Supplier also warrants it will not

hold CBC responsible for deductions or payments of any nature whatsoever concerning Supplier or its Representatives.

11.7 Notices. Any notice required under this Agreement must be given in writing to the persons at their respective address indicated at the signature lines in Part A of this Agreement. Notices shall be delivered by registered mail, hand, facsimile or e-mail. Such address may be changed at any time upon notice. Notice shall be deemed effective two (2) business days after it is sent, except that notice by e-mail is received by the addressee when it enters the addressee's information system and becomes capable of being retrieved and processed.

11.8 Publicity and Corporate Identification. Supplier shall not use CBC's name, logos, trademarks or official marks without CBC's prior written consent. Supplier shall submit to CBC for prior approval in writing, all press releases, advertising, sales promotions and other publicity matters related directly or indirectly to this Agreement.

11.9 No Assignment. Supplier may not assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of CBC, which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this Section will be void and of no force and effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

11.10 Access to Information. CBC is subject to *The Access to Information Act*, R.S. 1985, c. A-1 as amended from time to time. As a consequence, records held by CBC may be subject to a request for access and may be disclosed if no exclusion or exemption provided for in the Act applies. This paragraph shall not be interpreted as a waiver to the obligation of confidentiality in this Agreement.

11.11 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions apply to the full extent permitted by law.

11.12 No Waiver. The Parties recognize that failure or delay on the part of the other Party to exercise a right, power or privilege under this Agreement shall not operate as a waiver thereof, and that any exercise of a right, power or privilege in whole or in part, shall not preclude any other future exercise thereof.

11.13 Survival. Any provision of this Agreement (including without limitation those regarding confidentiality, indemnity and liability) that expressly extends beyond the Term, or that is necessary for the Parties to fully exercise their rights and obligations under this Agreement, shall survive the Term.

11.14 Execution. This Agreement may be executed in counterparts, and whether delivered by hand, mail, e-mail or facsimile, each will be deemed an original, and all of which taken together will constitute one and the same instrument.

11.15 Entire Agreement and Amendments. This Agreement and any schedule(s) hereto represent the entire agreement between the Parties and supersede all prior negotiations, representations, proposals or agreements whether written or oral. Notwithstanding the above, if this Agreement is signed as a result of a competitive bidding process, request for proposals, price quotation or others as indicated in Part A of this Agreement, the document(s) issued by CBC to initiate such process (the "Request") and the response(s) received from Supplier (the "Response") are deemed to be integral parts of this Agreement. In the event of a conflict between the terms of the documents listed below, the following order of priority shall apply to resolve the conflict: (i) Part A of this Agreement including schedules (but excluding Response and Request); (ii) Part B of this Agreement; (iii) Response; and (iv) Request. Any amendment to this Agreement shall be in writing and signed by both Parties. The United Nations Convention on Contracts for the International Sale of Goods (The Vienna Convention) does not apply to this Agreement.