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# RELATED

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Effective Date: January 2020

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## **1. Supplier Code of Conduct**

### **2. Summary**

Related (together with its partners and subsidiaries, “Related” or the “Company”) is committed to building and maintaining the best and most respected properties in the world. As our business partners, Suppliers likewise have a duty to demonstrate the highest standards of business conduct, integrity and adherence to the law.

The Supplier Code of Conduct (Supplier Code) Sets out the basic the company principles and expectations for Suppliers. It is the responsibility of Suppliers to know the requirements of the Supplier Code and operate in accordance with its principles.

The Supplier Code does not constitute an employment contract and nothing contained herein is intended to convey any rights, actions, or remedies to Suppliers or to create an employment relationship between Supplier or Supplier’s employees and the Company.

### **3. Scope**

A Supplier is any third party, firm or individual that provides a product or service to Related Companies. The following persons, entities and organizations (collectively referred to as Suppliers) are covered by the Supplier Code and thereby subject to its provisions:

- Suppliers, vendors, consultants, agents, contractors, temporary workers, and third parties working on behalf of the company; and
- The owners, officers, directors, employees, consultants, affiliates, contractors and subcontractors of these organizations and entities.

### **4. Compliance**

Related expects the Supplier to adhere to all applicable laws and regulations, and strive to comply with international and industry standards and best practices. Related reserves the right to verify compliance with the code through internal and external assessment mechanism, audits and inspections. Violations may lead to disciplinary action, including termination of the supplier relationship for repeated violations of noncompliance.

### **5. Regulatory and Legal Requirement**

**A. Handling Information Properly.** Related, our customers and employees rely upon us to safeguard their information. Suppliers must understand and comply with the requirements and restrictions related to non-public information. The following provisions regarding the use, access to and processing of information survive the termination of Supplier’s provision of services to the company and Supplier remains liable for any unauthorized use, access, or disclosure of information belonging to the company.

**B. Confidentiality.** Suppliers have a duty to protect confidential information and to take precautions before sharing with anyone. Suppliers are expected to comply with all

applicable laws and regulations governing the protection, use, and disclosure of the company proprietary, confidential and personal information. Suppliers may only use confidential information to perform work on behalf of Related and may not disclose such information unless law requires such disclosure. Suppliers must safeguard the confidential information of third parties, including anything that Suppliers learn or create while providing services to the Company and its customers and employees

- C. Privacy.** Suppliers must be aware of and follow the applicable local laws and regulations regarding the protection of an individual's personal information, including the company's customers and employees. Personal information should never be used in a manner inconsistent with the terms of Supplier's agreement with the company, accessed by Supplier or its employees without appropriate authorization, or disclosed to anyone outside of the company except as required by a legal or regulatory process and as permitted by Supplier's agreement
- D. Conflicts of Interest.** Conflicts of interest affect objectivity and impair proper decision-making. The existence of potential and actual conflicts may also undermine credibility and good judgment. A conflict of interest may exist when a Supplier is involved in an activity that affects – or could appear to affect – objectivity. Personal or business relationships, outside business activities and personal investments can all pose potential conflicts. In order to identify and manage such conflicts, Suppliers must disclose all actual or potential conflicts of interest with Related due to either
  - Personal or business relationships with the company customers, suppliers, business associates, and employees with whom they work and/or support
  - Outside activities related to Supplier's role and responsibilities at Related Companies

## **6. Workplace Environment**

Related believes in a positive, safe and healthy workplace environment which fosters respect and inclusiveness among workforce members.

- A. Non-Discrimination, Non-Retaliation and Diversity.** Related encourages an inclusive and supportive working environment free from harassment and intimidation, where all workforce members are valued and empowered to succeed. Suppliers must comply with all applicable laws relating to discrimination in hiring, employment practices, harassment and retaliation, including those that may apply because of the company's contracts with government entities. Related actively encourages Suppliers to embrace diversity in their own business practices by documenting a diversity and inclusion approach that includes ways to identify, measure and improve inclusion and embedding accessibility standards that go beyond minimum compliance.
- B. Working Conditions, Health and Safety.** Suppliers must comply with all applicable safety and health laws and regulations in the jurisdictions where Supplier operates. Suppliers must comply with all labor laws and employ only workers who meet applicable minimum age requirements in the jurisdiction. Suppliers must also comply with all applicable wage and hour labor laws and regulations governing employee compensation, reimbursements, taxes and working hours.

## 7. Environmental and Social Sustainability, Human Rights

Related recognizes that our business decisions have the potential to impact surrounding communities and the environment. Balancing environmental and human rights issues with our business is fundamental.

- A. **Environmental and Social Sustainability.** The environmental and social commitment at Related is integral to good business practices. The company encourages and relies upon Suppliers to join us in that commitment by developing internal programs designed to foster a culture of sustainability. That includes setting environmental and social targets, reducing impacts and reporting on progress. Suppliers must comply with all applicable environmental laws and regulations in the countries where Supplier operates. Suppliers should conduct operations in a manner that protects the environment by making reasonable efforts to meet industry best practices and standards with respect to the reduction of energy use, greenhouse gas emissions, waste and water use. Suppliers must also ensure that potential impacts to community health, safety and security – such as accidents, impacts on natural resources, exposure to pollution or other community issues – that may arise from business operations can be appropriately mitigated and managed.
- B. **Human Rights.** Related is dedicated to upholding and protecting human rights around the world. It is the company's responsibility to promote respect for human rights through actions and the company expects the same of Suppliers. The company is guided in this effort by the principles set forth in the United Nations Universal Declaration of Human Rights. The company expects Suppliers to promote and respect human rights by working to prevent child and/or forced labor and human trafficking in their operations and supply chains, and by instituting practices and operations that are consistent with the framework provided by the Guiding Principles on Business and Human Rights

This Purchase Order is subject to the written Agreement fully executed between the parties, or the attached Terms and Conditions in the absence of such written Agreement.

## **Standard Purchase Order Terms and Conditions**

The following Standard Purchase Order Terms and Conditions (“Terms”) only apply to transactions that do not have a written agreement, duly executed by both parties. If there is such an agreement, then those terms shall be the terms that govern the transaction and relationship of the parties.

In the absence of such a written agreement, duly executed by both parties, then these Terms provide you (“Seller”) with the guidelines and legal stipulations of your purchase order (“Order”) with Related (“Purchaser”) for the goods and/or services that are described on the face of the Order.

**1. ACCEPTANCE AND TERMS AND CONDITIONS:** Seller accepts this Order by full or partial performance and will constitute full acceptance of these Terms. By acceptance of this Order, Seller agrees to be bound by, and to comply with all these Terms, which include any supplements to it, and all specifications and other documents referred to in this Order. These Terms apply to everything listed in this Order and constitute Purchaser’s offer to Seller, which Purchaser may revoke at any time prior to Seller’s acceptance. This Order is not an acceptance by Purchaser of any offer to sell, any quotation, or any proposal. Reference in this Order to any such offer to sell, quotation, or proposal will not constitute a modification of any of these Terms. Terms and conditions different from or in addition to these Terms, whether contained in any acknowledgment of this Order, or with delivery of any goods or services under this Order, or otherwise, will not be binding on Purchaser, whether or not they would materially alter this Order, and Purchaser hereby rejects them. These Terms may be modified only by a written document signed by duly authorized representatives of Purchaser and Seller.

**2. DEFAULT:** Time is of the essence of this Order. Purchaser may by written notice of default to Seller (a) terminate all or any part of this Order if Seller fails to perform, or so fails to make progress as to endanger performance of this Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as Purchaser may authorize in writing) after receipt of notice from Purchaser specifying such failure; and (b) procure, on such terms as it will deem appropriate, goods or services similar to those so terminated. Seller will continue performance of this Order to the extent not terminated and will be liable to Purchaser for any excess costs for such similar goods or services. As an alternate remedy, and in lieu of termination for default, Purchaser, at its sole discretion, may elect to extend the delivery schedule and/or waive other deficiencies in Seller’s performance, in which case an equitable reduction in the Order price will be negotiated. If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Order, Seller will promptly notify Purchaser in writing. If Seller does not comply with Purchaser’s delivery schedule, Purchaser may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by

Seller. The rights and remedies of Purchaser provided in this Section 2 will not be exclusive and are in addition to any other rights and remedies provided by the Uniform Commercial Code, by law, at equity or under this Order.

**3. PRICE:** This Order must not be filled at a price higher than shown on the face of the Order. If no price is set forth on the front of the Order, the goods or services will be billed at the price last quoted and, in any event, goods and services ordered under this Order will not be billed at a higher price than last quoted or charged without Purchaser's specific written authorization. Purchaser will be entitled at all times to set off any amount owed at any time by Seller or any of its affiliates to Purchaser or any of its affiliates against any amount payable at any time by Purchaser in connection with this Order. No extra charges of any kind will be allowed unless specifically agreed to in writing by the Purchaser. All applicable taxes arising out of transactions contemplated by the Order will be borne by Seller except as otherwise specified by the parties in writing. If Seller reduces its prices for such goods and/or services during the term of this Order, Seller shall correspondingly reduce the prices of goods and/or services sold thereafter to Purchaser under this Order.

**4. INVOICES; PAYMENT:**

(a) Invoices shall be rendered on completion of services or delivery of goods and shall contain the Purchase Order Number, item number, description of goods or services, quantities, unit prices, date(s) rendered and total purchase price. Each invoice must refer to one, and only one, purchase order.

(b) Purchaser shall pay said invoice within forty-five (45) days of receipt thereof. However if a Master Services Agreement is in place with the Seller, those payment terms will apply, provided that Purchaser may withhold those amounts it disputes in good faith. The parties agree to work in good faith to promptly resolve any such disputed amounts. Upon written notice to Purchaser of non-payment, Seller reserves the right to suspend all further work or delivery until all past due undisputed amounts are paid in full. In no event shall Purchaser be held responsible for payment with respect to any work, for which Seller fails to provide invoices for payment within 180 days of the date deliver/service was performed. Upon termination of this Purchase Order, any charges accrued but unpaid at the time of termination shall be paid in accordance with this Section to Seller.

**5. PACKAGING:** All goods must be packaged in the manner specified by Purchaser and shipped in the manner and by the route and carrier designated by Purchaser. If Purchaser does not specify the manner in which the goods must be packaged, Seller shall package the goods so as to avoid any damage in transit. If Purchaser does not specify the manner of shipment, route, or carrier, Seller shall ship the goods at the lowest possible transportation rates, and if requested will use the Purchasers provided shipping account number at no additional charge, consistent with Seller's obligation to meet the delivery schedule set forth in this Order.

**6. INSPECTION:** All goods and services will be subject to inspection and testing by Purchaser at all times and places, including the period of manufacture and in any event prior to final acceptance. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery except as otherwise provided in this Order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither relieve

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Seller from responsibility for such goods or services as are not in accordance with this Order nor impose liabilities on Purchaser for them. Purchaser's payment for the goods shall not constitute its acceptance of the goods. Goods rejected and goods supplied in excess of quantities ordered may be returned to the Seller at Seller's expense. Payment, if any, made for any goods rejected hereunder shall be promptly refunded by Seller. Seller will provide and maintain an inspection and process control system acceptable to Purchaser covering the goods and services ordered. Records of all inspection work by Seller will be kept complete and available to Purchaser during the performance of this Order and for seven (7) years after Seller's completion of this Order. If any of the goods or services are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, then Purchaser, in addition to such other rights and remedies it may have by contract or by law or equity, at its sole discretion may reject and return such goods at Seller's expense, require Seller to inspect the goods and remove nonconforming goods and/or require Seller to replace nonconforming goods or services with conforming goods or services. If Seller fails to make the necessary inspection, removal, and replacement in a time and manner satisfactory to Purchaser, Purchaser may at its option inspect and sort the goods; Seller will pay any related costs.

**7. WARRANTIES:** Seller represents and warrants that (a) all goods and services are free of any claim of any nature by any third person and that Seller will convey clear title to Purchaser, (b) all services are performed in a manner acceptable in the industry and in accordance with generally accepted standards, are free from all defects, are fit for the particular purposes for which they are acquired, and are provided in strict accordance with the specifications or other requirements (including performance specifications) approved or adopted by Purchaser, (c) all goods sold will be of merchantable quality, free from all defects in design, workmanship and materials, and fit for the particular purposes for which they are purchased and that the goods and services are provided in strict accordance with the specifications, samples, drawings, designs or other requirements (including performance specifications) approved or adopted by Purchaser, (d) the prices for the goods or services sold to Purchaser under this Order are not less favorable than those currently extended to any other customer for the same or similar goods and/or services in equal or lesser quantities, and (e) Seller shall not act in any fashion or take any action that will render Purchaser liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act), which prohibits the offering, giving, or promising to offer or give or receiving, directly or indirectly, money or anything of value to any third party to assist it, them or Purchaser in retaining or obtaining business or in procuring the goods or services. Purchaser's inspection, test, acceptance, or use of the goods shall not affect Seller's obligations under these warranties. Seller shall replace or correct, at Purchaser's option and at Seller's cost, defects of any goods not conforming to these warranties. If Seller fails to correct defects in or replace nonconforming goods within ten (10) days from the date the Purchaser notifies Seller of the defect or defects, Purchaser may, on ten (10) days prior written notice to Seller, either (i) make such corrections or replace such goods and charge Seller for all costs incurred by Purchaser, or (ii) revoke its acceptance of the goods in which event Seller shall be obligated to refund the purchase price and make all necessary arrangements, at Seller's cost, for the return of the goods to Seller. All warranties of Seller herein or that are implied by law shall survive any inspection, delivery, acceptance, or payment by Purchaser. Any attempt by Seller to limit, disclaim, or restrict these

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warranties or any remedies of Purchaser, by acknowledgment or otherwise, in accepting or performing this Order, will be null, void, and ineffective without Purchaser's written consent.

**8. INDEMNIFICATION:** Seller shall indemnify, defend and hold Purchaser and its parents, subsidiaries and affiliates harmless and, on Purchaser's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Seller, any breach by Seller of any of its obligations hereunder, or any other act, omission or negligence of Seller or any of Seller's employees, workers, servants, agents, subcontractors, or suppliers. Seller shall, on request, pay or reimburse Purchaser or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by Purchaser or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage. In addition, for infringement claims, Seller will, at its own expense and at Purchaser's option, either procure for Purchaser the right to continue using the allegedly infringing item, replace it with a non-infringing equivalent, or remove it and refund the purchase price and the transportation and installation costs thereof.

**9. LIMITATION OF LIABILITY:** PURCHASER'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS ORDER IS LIMITED TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, PURCHASER SHALL NOT BE LIABLE UNDER THIS ORDER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10. PURCHASER'S PROPERTY:** Tangible or intangible property of any nature furnished to Seller by Purchaser or specifically paid for in whole or in part by Purchaser, and any replacements or attachments, are the property of Purchaser and, unless otherwise agreed in writing by Purchaser, will be used by Seller solely to render services or provide goods to Purchaser. Seller will not substitute any property or take any action inconsistent with Purchaser's ownership of such property. While in Seller's custody or control such property will be held at Seller's risk, will be kept insured by Seller at its expense for its replacement cost with loss payable to Purchaser, and will be subject to removal at Purchaser's written request, in which event Seller will prepare such property for shipment and redelivery to Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.

**11. CHANGES:** At all times Purchaser will have the right to make changes to this Order, including changes to drawings, designs, configurations, specifications, quantities, methods of shipment or packing and delivery schedules or location of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any work under

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this Order, an equitable adjustment will be made in the contract price or delivery schedule, or both, and this Order will be modified in writing accordingly. Nothing in this Section, including any disagreement with Purchaser as to any claimed adjustment, will excuse Seller from proceeding with this Order as changed. Any claim by the Seller for adjustment under this Section 11 must be in a detailed writing and delivered to Purchaser within five (5) days after the date Seller receives notification of change. Any change will be authorized only by a duly executed amendment to this Order. Information, such as technical information or guidance provided to Seller by representatives of Purchaser, will not be construed as a change within the meaning of this Section.

**12. COMPLIANCE WITH LAWS:** Seller represents and warrants that it is in compliance with and all goods and/or services supplied hereunder have been produced or provided in compliance with the applicable provisions of all federal, state, or local laws or ordinances and all related lawful orders, rules and regulations, including but not limited to California Proposition 65 (as applicable). Seller shall comply with any provisions, representations, or agreements, or contractual clauses required to be included or incorporated by reference or operation of law in any Order. Seller shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion or delivery of any good and/or service.

**13. CONFIDENTIAL OR PROPRIETARY INFORMATION:** Seller will not transmit to Purchaser any sensitive personal information, including, but not limited to, identified health information, financial information, social security numbers, biometrics or other personally identified or identifiable information of like sensitivity. Seller will keep confidential any non-public business, operation, technical, process, economic, or other information derived from drawings, specifications and other data furnished by Purchaser in connection with this Order or these Terms (in whatever form or format) and will not divulge, export, or use, directly or indirectly, such information for the benefit of any other party without obtaining Purchaser's prior written consent. Except as required for the efficient performance of this Order, Seller will not use such information or make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of Purchaser. If any reproduction is made with prior consent, this notice will be provided. Upon completion or termination of this Order, Seller will promptly return to Purchaser all materials incorporating any such information and any copies, except for one record copy. Seller agrees that no acknowledgment or other information concerning this Order and the goods or services provided or these Terms will be made public by Seller without the prior written agreement of Purchaser.

**14. WORK ON PURCHASER'S PREMISES:** If Seller's work under this Order requires Seller to be on the premises of Purchaser or at Purchaser's direction, Seller will take all necessary precautions to prevent any injury to persons or damage to property, including following any rules, procedures or other requirements of Purchaser.

**15. INSURANCE:** Seller will maintain Comprehensive General Liability (including Contractual Liability coverage insuring the liabilities assumed in these Terms), Automobile Liability and Employers' Liability insurance with limits as reasonably required by Purchaser specified in Exhibit "A" hereto, as well as appropriate Workers' Compensation insurance as

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will protect Seller from all claims under any applicable workers' compensation and occupational disease acts. At Purchaser's request, Seller will furnish to Purchaser a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverage is in effect, with waiver of subrogation, naming Purchaser as an additional insured, and containing a covenant that such coverage will not be canceled or materially changed until ten (10) days after prior written notice has been delivered to the Purchaser. The risk of loss or damage to materials sold pursuant to this Order shall remain with Seller until final acceptance by Purchaser, and Seller shall maintain adequate insurance coverages for the same to the full extent of their replacement cost. Purchaser's security interest in such materials shall extend to the proceeds of insurance thereon. In addition to the above, Seller shall comply at its expense with the insurance requirements set forth in Exhibit "A" hereto. Purchaser hereto shall be named under as additional insureds on the policies required hereunder. All applicable coverages shall include waiver of subrogation in favor of the additional insureds.

**16. TERMINATION:** Purchaser may terminate all or any part of this Order for convenience at any time by written notice to Seller. Upon such termination, Purchaser's liability will be limited to reasonable termination charges mutually agreed by Seller and Purchaser, provided that Seller must specify any proposed charges in writing within fifteen (15) days after termination. This Order shall terminate automatically, without notice, if Seller becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtors.

**17. MISCELLANEOUS:**

(a) **INDEPENDENT CONTRACTOR:** It is the intent of the parties to this Order that the relationship between Seller and Purchaser is that of two separate entities and that each party entered into this Order for its own business benefit and that the parties to this Agreement are in no way intending to establish a partnership, joint venture, agency or any relationship other than two contracting parties. Nothing in this Order shall be in any way construed to constitute Seller as the agent, employee, or representative of Purchaser and provide it or its personnel with the right, authority and/or ability to bind Purchaser. Neither party will represent to others that the relationship between them is other than as stated above.

(b) **NON-ASSIGNMENT:** Assignment of this Order or any interest in it or any payment due or to become due under it, without the written consent of the Purchaser, will be void. An assignment will be deemed to include not only a transfer of this Order or such interest or payment to another party but also a change in control of Seller, whether by transfer of stock or assets, merger, consolidation, or otherwise.

(c) **TRANSPORTATION:** All the prices are established as F.O.B. Seller and/or Origin Dock, Freight Prepaid, unless otherwise specifically provided on the front of this Order. Title and risk of loss shall not pass to Purchaser until delivery of the goods to the location designated on the face of this Order and acceptance by Purchaser. If Purchaser rightfully rejects the goods, receives a non-conforming tender, or revokes its acceptance, risk of loss and title shall be deemed to have remained with Seller. The responsibility for freight damaged merchandise will be assumed by Seller. No charges for unauthorized transportation will be allowed. Any unauthorized shipment, which will result in excess transportation charges, must be fully prepaid

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by the Seller. Seller will not declare any value on such materials shipped via United Parcel Service, Rail Express, Air Express, Air Freight or Parcel Post. Seller will release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification.

(d) ANTICIPATION OF DELIVERY SCHEDULE: Unless otherwise agreed in writing, Seller will not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Purchaser's delivery schedule. Goods shipped to Purchaser in advance of schedule may be returned to Seller at Seller's expense.

(e) SELLER'S INVENTORY: Purchaser will have no obligation to request quotations or place Orders with Seller, both of which will be in Purchaser's sole discretion. Purchaser acting in its sole discretion will determine the actual quantity of goods or services to be purchased. The quantity of goods or services, if any, specified in forecasts supplied by Purchaser from time to time, or otherwise, is an estimate only. Seller bears sole responsibility for managing Seller's raw material, work in process, and inventory, and Purchaser will have no liability with respect thereto (whether upon termination of this Order or otherwise) other than in connection with termination as provided in Section 16.

(f) FORCE MAJEURE: Purchaser may delay delivery and/or acceptance occasioned by causes beyond its control.

(g) REMEDIES: Each of the rights and remedies reserved to Purchaser in this Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by Purchaser in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by Purchaser shall be deemed to be a waiver of any such right or remedy.

(h) NON-USE OF NAMES AND MARKS: Seller will not use Purchaser's name, logo, trademarks, service marks, or any language or reference that reasonably identifies the party for any purpose other than in furtherance of the Order, if needed. This prohibition includes, but is not limited to any marketing, advertising or promotional use, referrals, testimonials, customer lists, or listings on a website. This prohibition also covers Purchaser's current, past and future affiliates, subsidiaries, and parent companies. Seller will not disclose the existence of this Order or any of its respective terms to any third party without Purchaser's prior written consent.

(i) DOCUMENTATION: It is agreed that all technical documentation and other literature necessary for the proper use of the goods or services will be provided to Purchaser with the goods or services, unless otherwise directed by Purchaser, and its cost is included in the price.

(j) GOVERNING LAW; FORUM: This Order, these Terms, and all related transactions, will be interpreted under and governed by the laws of the State of New York without regard to its conflict of law principles. Any conflict shall be heard in the state and/or federal courts in State of New York, New York County. The Parties agree to the jurisdiction in [Client City] country. The Parties further agree it is the proper venue and agree not to try and move or change the venue of the dispute or contest the court's jurisdiction.

(k) **WAIVER; MODIFICATION:** No claim or right arising out of a breach of this Order or Terms can be discharged in whole or in part by a waiver or renunciation of the claim or right unless supported by consideration and in a writing signed by the aggrieved party. The failure of Purchaser to enforce at any time or for any period of time any of the provisions hereof will not be construed to be a waiver of such provisions or of the right of Purchaser thereafter to enforce each and every such provision. This Order can be modified or rescinded only by a writing signed by authorized representatives from both parties.

(l) **NOTICES:** Any notices given pursuant to this Order shall be in writing. Any such notice shall be deemed given when received if delivered by hand or when sent if delivery is by (1) registered or certified mail, return receipt requested, postage prepaid, or (2) overnight courier service to the address listed in the Order or as provided herein, or (3) through updates to the online platform that Purchaser uses to create and send Orders. All notices to Purchaser shall be sent to 423 W. 55<sup>th</sup> St, New York, NY 10019 to the attention of Procurement.

(m) **SEVERABILITY:** If any provision of this Order or Terms shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in this Order.

(n) **PARAGRAPH TITLES:** The paragraph titles are solely for convenience of reference and shall not affect the meaning or construction of any provision of this Order or Terms.

(o) **ENTIRE AGREEMENT:** Provided that there is no written agreement, duly executed by both parties, applying to the transaction, this Order, with such documents as are expressly incorporated by reference, is intended by the parties as a final expression of their agreement with respect to such terms as are included in it, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade will be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

(p) **SURVIVAL:** Seller's obligations under Sections 6, 7, 8, 9, 10, 12, 13, and 17 (g), (j), (k), (l), (o), and (p) will survive any termination of this Order or Terms.

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

1. **Insurance Requirements.** At all times during the term of this Purchase Order (“Agreement”) and for the additional periods specified herein, Seller will maintain, in full force and effect, insurance as specified herein, covering the Seller’s operations”
- a. Workers compensation insurance covering all employees in compliance with all applicable statutory requirements. Such insurance will be endorsed to provide for a waiver of subrogation against Purchaser, where allowed by law.
  - b. Employer’s liability insurance with limits not less than \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease for each employee, and \$1,000,000 bodily injury disease aggregate. Such insurance will be endorsed to provide for a waiver of subrogation against Purchaser, where allowed by law.
  - c. Commercial general liability insurance written on ISO standard form CG 00 01 on an “occurrence” basis, including coverage for bodily injury, property damage, products and completed operations, and personal & advertising injury. The following coverages will not be limited, by endorsement or otherwise: contractual liability coverage, including the definition of “Insured Contract” and the contractual liability exception to the employers’ liability exclusion; completed operations coverage with limits of \$1 million per occurrence and \$2 million in aggregate. The minimum limits specified are general guidelines and may be revised based on the scope of the purchase order. Any reduction of these limits requires the advance written approval of Purchaser. The completed operations coverage will be maintained for the entire statute of repose for the jurisdiction in which the project is located.
  - d. If applicable, Commercial auto liability insurance covering liability arising out of the ownership, maintenance or use of any owned, hired, borrowed and non-owned vehicle used in the provision of services under this Agreement, with minimum limits of not less than \$1,000,000 combined single limit for bodily injury and property damage. Where appropriate, such insurance will include pollution liability coverage, including vehicle overturn and collision. Such insurance will include coverage for liability assumed under an insured contract.
  - e. Umbrella liability insurance on an occurrence basis with limits of not less than \$10 million, excess of the commercial general liability, commercial auto liability and employer’s liability insurance (collectively the “Underlying Policies”) which is at least as broad as each and every one of the Underlying Policies. Coverages will include: pay on behalf wording; concurrency of effective dates with Underlying Policies; liability assumed in an insured contract; punitive damages coverage (where not prohibited by law); aggregates apply where applicable in primary; care, custody and control – follow form primary; and drop down feature. The completed operations coverage will be maintained for the entire statute of repose for the jurisdiction in which the project is located. The minimum limits specified are general guidelines and may be revised based on the scope of the purchase order. Any reduction of these limits requires the advance written approval of Purchaser. The Minimum Limits for each of the Underlying Policies may be satisfied by Seller purchasing coverage for the limits specified or by any combination of the Minimum

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Limits of the Underlying Policies together with the Minimum Limits for the Umbrella policy(ies).

- f. If applicable, Seller's pollution liability, with limits of not less than \$5,000,000 each occurrence and in the aggregate, covering third-party bodily injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from Seller's operations and completed operations, on a per-location or per-project basis. The completed operations coverage shall be maintained for the entire statute of repose for the jurisdiction in which the project is located.
  - g. If applicable, Professional liability insurance for any design, consulting or management services within the scope of work, with limits not less than \$5,000,000 each claim and in the aggregate. Such insurance will include: punitive damages coverage (where not prohibited by law); a retroactive date prior to the start of work; and will be maintained for, or have an extended reporting period of not less than six (6) years after completion of the work or project.
  - h. If applicable, Cyber liability (Privacy/Network) insurance with limits not less than \$5,000,000 each claim and in the aggregate. Such insurance shall include coverage providing protection against liability for: (1) liability arising from the loss or disclosure of confidential information no matter how it occurs; (2) system breaches; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems. No exclusions or restrictions for unencrypted portable devices or media should be on the policy.
  - i. Property insurance covering all equipment and tools used by Seller in the provision of services under this Agreement, whether owned, leased or borrowed, in an amount equal to the full replacement value thereof.
2. **General Conditions** – The following conditions will apply to all insurance required in this Schedule:
- a. Such insurance will be placed with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located and rated, at a minimum, A- VII by A. M. Best Co.
  - b. With regard to the insurance required in Paragraphs 1(c) through 1(f) above, the policies of insurance shall specify, by endorsement if necessary, that the Indemnitees (as defined below) and such other entities as Purchaser will reasonably request will be named as additional insureds (hereafter, "Additional Insureds"). Such insurance will include a standard cross liability endorsement or severability of interest clause, and will be primary as respects the Additional Insureds, with any insurance maintained by the Additional Insureds being excess. There will be no endorsement or modification of the policy to make it excess over other available insurance; alternative, if the policy states that it is excess or pro rata, the policy will be endorsed to be primary with respect to the Additional Insureds.
  - c. With regard to the insurance required in Paragraphs 1(c) and 1(e), the insured status of the Additional Insured will apply to liability arising out of work or operations performed by or on behalf of the Seller, including materials, parts or equipment furnished in connection with such work or operations, and will be provided in the

form of ISO form endorsement CG 20 10 11 85 if available or, altern by CG 20 10, CG 20 26, CG 20 33, CG 20 38 **and** CG 20 37.

- d. If the Seller maintains broader coverage and/or higher limits than those specified herein, Purchaser requires and will be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Purchaser.
- e. The Additional Insureds, collectively or individually, will have no liability to the Seller or its insurers on account of any claim or loss arising out of any of the perils insured under the policies required pursuant to Paragraphs 1(a) through 1(h) above. Such insurance policies will permit waivers of subrogation, where allowed by law, which the insurer may otherwise have against the Indemnitees or, in the event such policies do not allow waiver of subrogation, Seller will obtain, and provide to Purchaser, a waiver of subrogation endorsement.
- f. Each Seller agrees to notify Purchaser immediately upon receipt of any notice of cancellation, reduction in policy limits, downgrade in the minimum financial rating of the insurer, or the addition of any exclusion affecting a required coverage.
- g. Upon execution of this Agreement and no less than five (5) business days before the expiration of any required coverage, Seller will deliver or cause to be delivered to Purchaser certificates evidencing the renewal or replacement of such coverage, including evidence of additional insured status, as applicable:
  - i. Failure of Purchaser to demand delivery of, object to, or identify deficiencies within such evidence of insurance or policies will not be construed as a waiver of the obligations of Seller.
  - ii. The acceptance of delivery of any evidence of insurance by Purchaser of any Additional Insured does not constitute approval of agreement that the insurance policies evidenced are in compliance with the requirements of this Schedule.
  - iii. Delivery of such evidence will be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Seller's right to be paid any compensation under this Agreement.
- h. Certified copies of all insurance policies, including all endorsements, providing the coverages required in this Schedule will be provided to Purchaser upon the occurrence of an incident that could reasonably be expected to give rise to a claim and within ten (10) days of receipt of a written request for those copies.
- i. Any deductibles or retentions applicable to these insurance policies will not exceed \$25,000 per occurrence or claim without the express written consent of purchaser and will be the responsibility of Seller.