

# Ontario Lottery and Gaming Corporation Purchase Order Standard Terms and Conditions (“Terms and Conditions”)

These Terms and Conditions, and all attachments, exhibits, specifications, drawings, notes and instructions applicable to the purchase of the goods and/or services described herein, are hereby incorporated and made a part of this purchase order (collectively the “Purchase Order”). “OLG” means Ontario Lottery and Gaming Corporation or Ontario Gaming Assets Corporation. “Vendor” means the party indicated on the face page of this Purchase Order that is contracting with OLG for the purchase and sale of goods and/or services.

**1. Acceptance:** Vendor’s acknowledgment of this Purchase Order or commencement of performance hereunder shall constitute Vendor’s acceptance of all Terms and Conditions. Any acknowledgment which states terms additional to or different from those set forth in this Purchase Order will not operate as an acceptance unless such terms are agreed to in writing by OLG. This Purchase Order constitutes the entire agreement between OLG and Vendor with respect to the goods and/or services described and cancels, supersedes and replaces any prior negotiations, representations, communications, understandings and agreements, oral or written, between the parties with respect thereto. No other agreement, understanding or proposal which modifies or changes any term or condition of this Purchase Order shall be binding unless accepted in writing by OLG. OLG may insist upon strict compliance with the terms of this Purchase Order despite any previous custom, practice or course of dealing to the contrary.

**2. Price and Terms of Payment:** The purchase price specified on the Purchase Order shall, unless otherwise expressly stated: (a) be firm through delivery for the quantity of goods or services specified or for the term of the contract, whichever is greater; (b) be stated in the lawful currency specified on the face page of this Purchase Order; and (c) include all charges, fees and duties required with respect to the material specified or performance of the work. This Purchase Order shall not be billed at higher prices than specified and all invoices must correspond exactly to the prices herein. Unless authorized in writing by OLG in the form of a change order to this Purchase Order, no extras will be allowed over the price shown on this Purchase Order, including but not limited to extras for packing, reels, boxes, crating or cartage. Any discrepancy in pricing and/or miscellaneous charges must be communicated in writing to OLG’s Enterprise Procurement Department and agreed to by OLG in the form of a change order to this Purchase Order prior to shipment of goods or performance of services. Terms of payment are as specified on the face of this Purchase Order. The time period allowed for payment and any discount period shall commence upon the later of: (a) OLG’s receipt of an acceptable invoice from Vendor; (b) confirmation of receipt of the goods or services by OLG; and (c) the date any applicable discrepancy is resolved. Drafts will not be honoured under any circumstances. OLG shall not be obligated to make any payment, may withhold any payment, set-off any payment and/or nullify the whole or a part of

any payment: (a) if any lien, restriction, reservation, security interest, claim or encumbrance shall arise, be filed or attach in respect of or in connection with the goods or services; and (b) to such extent necessary to protect against any expense, cost or loss because of: (i) defective work not remedied; (ii) failure of Vendor to make payments properly to subcontractors or for material or labour; (iii) damage to OLG or others to whom it may be held liable; or (iv) unauthorized deviations by Vendor from this Purchase Order. No payment for, or use of, the goods or services by OLG (either partial or full) shall excuse any failure by Vendor to comply fully with this Purchase Order. Vendor's invoices must be sent directly to the attention of: Ontario Lottery and Gaming Corporation, Accounts Payable at [accountspayable@olg.ca](mailto:accountspayable@olg.ca) and must reference the Purchase Order number specified on the face of this Purchase Order. Vendor's GST/HST registration number and all applicable sales, excise and goods and services taxes must be indicated separately on Vendor's invoices.

**3. Shipment and Inspection:** All goods must be delivered to OLG as directed in this Purchase Order. Packing slips must accompany all shipments. Written approval from OLG to bypass the designated receiving point must be received prior to delivery. Freight or express charges must be prepaid by Vendor when price is F.O.B. destination. OLG shall have the right to inspect, test and reject any of the goods upon OLG's receipt or within a reasonable time of receipt. Goods not in accordance with specifications or defective goods may be rejected and held awaiting disposal or returned to Vendor for full credit and/or replacement at Vendor's risk and expense. OLG, by reason of its failure to inspect or test the goods, shall not be deemed to have accepted defective goods or goods which do not conform to specifications, or to have waived any of OLG's rights or remedies arising by virtue of such defect or non-conformance. When OLG's inspection is specified before shipment, Vendor will promptly notify OLG when goods are ready for inspection, and in no case will Vendor ship the goods without obtaining OLG's approval or release. Where Vendor fails to deliver the goods on or before the delivery date set out, OLG may, at its sole option and without liability or prejudice to its other rights, cancel this Purchase Order and return, at Vendor's risk and expense, part or all of any shipment of goods received after the delivery date. If this Purchase Order is cancelled, OLG may charge Vendor with any loss or expense sustained as result of the late delivery or failure to deliver and any sums paid by OLG to Vendor shall be immediately returned to OLG.

**4. Delivery:** This Purchase Order's number must appear on all packing slips, invoices, packages, shipping cases, bills of lading, express receipts, customs documentation, acknowledgements and correspondence. Delivery of goods without this Purchase Order's number being referenced on the packing/delivery slips will be deemed invalid and delivery will not be accepted.

**5. Risk of Loss:** Notwithstanding any provision to the contrary, title to and risk of loss of goods covered by this Purchase Order shall remain with Vendor until the goods are delivered at the F.O.B. point specified in this Purchase Order or, if no such point is specified, when the goods are delivered to OLG as directed herein.

**6. Representations and Warranties:** Vendor represents and warrants to OLG as follows and acknowledges that OLG is relying upon these representations and warranties which shall survive all

inspections and acceptance of the goods and services covered by this Purchase Order: (a) all goods comply with applicable federal, state, provincial and municipal laws, regulations, by-laws, orders, directions and policies including those affecting the production, processing, packaging, labeling, contents, adulteration or shipment of food goods in Canada and the U.S.A. from time-to-time; (b) the goods do not infringe any patent, trademark, trade name, copyright or other intellectual property rights; (c) Vendor has good and marketable title to all goods and the goods are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever; (d) Vendor (i) is a resident of Canada for purposes of the Income Tax Act (Canada), Excise Tax Act and legislation of any legislature of any province or territory of Canada (including the Taxation Act (Québec)) and any regulations thereunder in force of like or similar effect; or (ii) is a non-resident and agrees to withhold and pay, without charge to OLG, any federal, state, provincial or local tax or other government charge, tax or assessment relating in any way to the production, provision, sale or shipment of any of the goods sold or services rendered hereunder pursuant to the provisions of Section 8; and (e) the goods shall be free from defects (patent and latent) in material and workmanship, in good operating condition and in a state of good repair and maintenance, shall be merchantable, shall conform to all applicable plans, specifications, requirements and samples and shall be suitable for the use intended. Vendor further warrants that all services shall be rendered in a good and workmanlike manner by skilled personnel in accordance with all applicable laws. If at any time prior to: (i) the expiration of the warranty period specified on the face page of this Purchase Order; or (ii) where no warranty period is specified on the face page of this Purchase Order, two (2) years from the date of delivery of the goods or substantial completion of the services; it appears that the goods or services, or any part thereof, do not conform to the warranties above, Vendor shall promptly correct such non-conformity to the full satisfaction of OLG. Without limiting the generality of the foregoing, Vendor shall promptly repair or replace (including, without limitation, dismantling, removal, shipping, delivery and reassembly) any good that is defective during the warranty period, without cost to OLG. In all aspects of the performance of this Purchase Order, Vendor shall comply with and be bound by all applicable federal, provincial and local laws, orders, rules, regulations, ordinances, by-laws, guidelines, standards, limitations, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to such laws.

**7. Indemnification and Remedies:** Notwithstanding any breach, whether fundamental or otherwise, Vendor assumes the entire responsibility and liability for and agrees to indemnify, defend and hold harmless OLG, its associated and affiliated companies, together with their respective officers, directors, agents, employees, consultants, contractors or subcontractors, customers and users of the goods or services purchased hereunder from and against any and all losses, expenses (including, without limitation, legal and professional fees), costs, damages (including direct, indirect, consequential and incidental damages), demands, liabilities, suits and claims (including those in connection with or arising out of any actual or alleged personal injury, including death) or damage or destruction to property (including loss of use) by whomsoever suffered, sustained, or alleged to have been sustained by reason of: (a) any act, error or omission, whether negligent or not, of Vendor and its agents, employees, consultants, contractors or subcontractors; (b) any defect,

whether latent or patent, in any good of Vendor sold to OLG hereunder; (c) any warranty, term, condition or obligation of Vendor in this Purchase Order; (d) any injury, loss or damage of any nature or kind sustained by Vendor's employees, consultants, contractors or subcontractors, arising from the use of any goods covered by this Purchase Order; or (e) any suit or action against OLG or against those selling or using the goods covered by this Purchase Order for alleged infringement of patent or invention rights arising from the sale or use of said goods. The parties agree that any legal fees payable pursuant to this indemnification shall be calculated on a substantial indemnity basis. The remedies provided to OLG herein are cumulative and in addition to other rights or remedies provided by law or in equity.

**8. Taxes:** Unless and until a waiver from any applicable withholding requirement is obtained by Vendor from the Canadian taxation authority (in a form satisfactory to OLG), OLG is expressly authorized and directed to deduct from all fees, payments and charges otherwise payable to Vendor, and remit to the Canadian taxation authority, all withholding taxes imposed by law or regulation as an obligation upon OLG with respect to any fees, payments and charges to be paid to Vendor. This deduction and remittance is expressly authorized by Vendor and shall not in any event constitute a default under this Purchase Order. If OLG does not withhold or remit such taxes and it is subsequently determined by the Canadian taxation authority that such taxes should have been withheld or remitted, Vendor shall promptly indemnify OLG for the full amount of such tax upon demand being made by OLG. Vendor shall have no right to recover any such tax withheld from OLG. Vendor agrees to accept and does hereby assume exclusive liability for the payment of any and all payroll taxes and/or contributions of employment insurance, old age pensions and/or annuities which are now or hereafter may be payable in respect of the wages, salaries or other remuneration paid or payable to Vendor's employees. Vendor shall pay, without charge to OLG, any federal, state, provincial or local tax or other government charge, tax or assessment relating in any way to the production, provision, sale or shipment of any of the goods sold or services rendered hereunder.

**9. Foreign Suppliers:** Foreign Vendors are responsible for complying with all requirements of the Canada Border Services Agency and other government agencies, as the case may be, respecting the importation of goods and services into Canada, including but not limited to the requirement that all incoming shipments have, at minimum: a commercial invoice; proof of origin or Certificate of Origin; currency for valuation; and a detailed description of the merchandise, its value and number of pieces. Foreign Vendors are responsible to provide or obtain a Certificate of Origin as may be required to obtain preferential treatment under any applicable free trade agreement. By providing or obtaining a Certificate of Origin and the consequential fulfillment of this Purchase Order, Vendor affirms its compliance with the applicable free trade agreement requirements and hereby indemnifies and saves OLG harmless with respect to its use of same. Documentation that is missing, incomplete or inaccurate may result in a shipment being detained, forfeited, or returned, at the time of importation or at any time thereafter, at Vendor's expense. Vendor shall be solely responsible for compliance with all immigration laws and requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of this Purchase Order, including but not limited to obtaining all necessary approvals and/or employment authorizations

necessary to enter Canada. Vendor shall be solely responsible for all costs incurred as a result of non-compliance with said immigration laws and requirements.

**10. Designs, Data, Drawing and Procedures:** When articles to be furnished under this Purchase Order are to be produced in accordance with designs, plans, drawings or procedures to be furnished by Vendor, approval of same by OLG shall in no way reduce or modify Vendor's obligation to meet performance and other requirements of this Purchase Order. By such approval, OLG in no way assumes any part of Vendor's responsibility for acceptable designs or procedures, or the satisfactory performance of items manufactured in accordance with same. All specifications, drawings, designs or data, whether furnished by OLG or Vendor, become or remain the property of OLG and must be returned upon request. Goods produced for OLG's specific requirements as detailed in this Purchase Order shall not be produced for, sold, leased or otherwise conveyed by Vendor to any party other than OLG without OLG's prior written consent.

**11. Use of Samples:** OLG reserves the right to use samples of goods provided by Vendor under this Purchase Order for quoting requirements by third parties.

**12. Termination:** OLG shall have the right to terminate this Purchase Order forthwith, in whole or in part, without liability and without limiting any of its other rights or remedies, upon written notice to Vendor if: (i) Vendor is in breach of any of its obligations, representations or warranties; (ii) an action or claim against Vendor may, in OLG's reasonable opinion, harm the continued business operations of Vendor; (iii) Vendor is unable to pay its debts when due or is insolvent, is ordered or adjudged to be bankrupt, is placed in the hands of a receiver, enters into any scheme or composition with its creditors, is dissolved, liquidated or wound up, or makes any assignment for the benefit of its creditors; (iv) Vendor fails to obtain or maintain applicable registration (or exemption) with the Alcohol and Gaming Commission of Ontario under the Gaming Control Act, 1992, S.O. 1992, c.24 and the Regulations thereto, as amended; or (v) Vendor is unable to carry out its obligations under this Purchase Order by reason of a Force Majeure event, meaning any bona fide delay or state of affairs beyond the reasonable control of Vendor (other than as a result of financial incapacity) which shall cause Vendor to be unable to fulfill or to be delayed or restricted in the fulfillment of an obligation. In addition to OLG's rights of termination contemplated herein, OLG may at any time by written notice to Vendor terminate this Purchase Order as to all or any portion of the goods undelivered or services then incomplete, subject only to OLG paying Vendor for the goods delivered or services completed prior to such date of termination based upon the portion of the purchase price equal to the percentage which the goods or services completed prior to the date of termination by Vendor bears to the total purchase price. No such termination shall relieve OLG or Vendor of any of their obligations as to any of the goods or services completed as of the date of termination. The provisions of this section shall not limit or affect the right of OLG to terminate this Purchase Order for default by Vendor. In the event OLG requests Vendor to stop work, Vendor shall enact all possible measures to minimize the costs allocable to this Purchase Order. OLG may at any time request written confirmation that Vendor will complete the work called for hereunder on time. OLG may procure elsewhere substitute goods or services similar to those to which this Purchase Order applies or finish the work by whatever method it chooses. OLG may then withhold further payments

to Vendor and Vendor shall be liable for the difference between the cost of such substitute goods or the cost of finishing the work and the price set forth in Purchase Order for the goods or services involved.

**13. Miscellaneous:** (a) Vendor shall not insure the goods on OLG's account unless the terms of this Purchase Order so require; (b) stenographic and clerical errors, whether in mathematical computations or otherwise, made by OLG on this Purchase Order or any other forms delivered to Vendor shall be subject to correction without liability to OLG; and (c) time is of the essence of this Purchase Order and all provisions of it.

**14. Anti-corruption:** Neither Vendor, nor any of its subsidiaries, any director, officer or employee of Vendor or any of its subsidiaries, nor to the knowledge of Vendor, any agent, affiliate or other person acting on behalf of Vendor or any of its subsidiaries has, in the course of its actions for or on behalf of Vendor or any of its subsidiaries: (a) paid, given, promised or offered to any director, officer, employee, agent or representative of OLG any bribe, gift, gratuity, economic benefit or other inducement with a view to securing business or favourable treatment under any agreement with OLG; or (b) solicited or obtained this Purchase Order upon an agreement or understanding for a contingent fee.

**15. Order of Precedence:** In the event of a conflict in terms or inconsistency between or among the Terms and Conditions of this Purchase Order, the following order of precedence shall be used to resolve same: (a) these Terms and Conditions; (b) documents incorporated by reference on the face of this Purchase Order; (c) additional terms and conditions provided with this Purchase Order by Vendor and accepted in writing by OLG; and (d) drawings, designs, plans and/or specifications incorporated by reference (OLG's specifications shall prevail over Vendor's specifications).

**16. Gaming Control Act, 1992:** Vendor must obtain and maintain, at its sole cost and expense, applicable registration (or exemption) with the Alcohol and Gaming Commission of Ontario ("AGCO") under the Gaming Control Act, 1992, S.O. 1992, c.24 and the Regulations thereto, as amended (collectively the "Act"). Notwithstanding any other provision of this Purchase Order, OLG shall have no liability toward Vendor, and no payments shall be made to Vendor pursuant to this Purchase Order unless it is validly registered in the appropriate category under the Act. Vendor will have no recourse of any kind against OLG, its directors, officers, employees or agents, if nonpayment or nonperformance by OLG is due to the fact that Vendor is not validly registered in the appropriate category under the Act.

**17. Access:** Where services or on-site activities are being performed hereunder, Vendor shall comply at all times and in all respects with the rules and regulations applicable to OLG's premises or those of its affiliates or associated entities.

**18. Set-Off:** If OLG becomes obligated or liable to pay any money to Vendor under this Purchase Order or any document delivered under this Purchase Order, that sum may, at the election of OLG, and without limiting or waiving any right or remedy OLG may have against Vendor, be set-off against and applied to any amounts which are due and owing by Vendor to OLG on any account whatsoever.

**19. Limitation of Liability and Damages:** IN NO EVENT SHALL OLG, ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL COSTS OR DAMAGES OF ANY NATURE OR KIND, HOWEVER CAUSED, WHETHER ARISING FROM THIS PURCHASE ORDER, CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES TO PERSONS OR PROPERTY, LOSS OF PROFITS, LOSS OF REVENUE, COST OF CAPITAL, LOSS OF USE OF ANY FACILITIES, PROPERTY OR EQUIPMENT, GOODWILL, OVERHEAD COSTS, PROCUREMENT OF SUBSTITUTE GOODS, OR ANY OTHER LIKE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.

**20. Workplace Safety; Legal Compliance:** In carrying out its obligations under this Purchase Order, including the performance of services. Where applicable, Vendor shall be at all times registered with the workplace safety and insurance board under the Ontario Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A, as amended, and shall maintain its workers' compensation accounts in good standing, and provide OLG with evidence of good standing upon request. Vendor shall obtain all applicable permits, licenses, exemptions, consents and approvals required for Vendor to manufacture and deliver the goods and perform the services. Vendor shall at all times comply and ensure all persons for whom it is responsible comply with all OLG policies, rules, regulations, restrictions, guidelines, directives and orders when on OLG's land and premises. Without limiting the generality of the foregoing, Vendor shall take all reasonable precautions in the performance of the work to protect the safety and health of employees and of members of the public and shall comply with all applicable safety and health regulations and requirements. Where applicable, Vendor will be required to complete OLG Contractor Safety Qualification requirements.

**21. Confidentiality and Privacy:** Vendor agrees, on behalf of its directors, officers, employees, agents and contractors, that any confidential information or processes received from OLG which in any way relate to the performance of this Purchase Order shall be the property of OLG, shall be preserved in strict confidence by Vendor and shall not be disclosed by Vendor to third persons, except: (a) to professional advisors of Vendor on a need-to-know basis; (b) with the prior written consent of OLG; or (c) as required by applicable law. For purposes of this Purchase Order, confidential information is any information that Vendor may obtain or become privy to, including but not limited to business, marketing, financial, technical, scientific, personal or other information relating to OLG, its employees, suppliers and the Government of Ontario, whether disclosed or made available in any medium (orally, visually, in writing or through other tangible or intangible means), which information is, at the time of disclosure, designated as confidential (or like designation), disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Confidential information includes any OLG data made available under this Purchase Order, whether or not marked as "confidential" or "proprietary", directly, or indirectly provided by OLG. Confidential information shall not include information that: (a) is now or subsequently falls within the public domain without a breach by Vendor of any obligation owed to OLG; (b) became known to Vendor prior to disclosure by OLG and such prior knowledge can be established; or (c) became known to Vendor from a third party without breach of a confidentiality obligation.

**22. Ontario Freedom of Information and Protection of Privacy Act:** Vendor acknowledges that OLG is subject to the Ontario Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31 (as amended, “FIPPA”) and that the collection, use, storage, access and disposal of the information subject to FIPPA shall be performed in compliance with the requirements of FIPPA. Information which is sent to OLG by Vendor in performance of this Purchase Order is subject to FIPPA and may be disclosed by OLG as required by FIPPA. Vendor shall allow OLG to disclose any of the information in accordance with FIPPA, and where OLG contemplates disclosure of information, Vendor will be consulted prior to such disclosure to provide OLG with details of harm resulting from a disclosure in accordance with the provisions of FIPPA. OLG shall not be liable in any way to Vendor or Vendor’s employees, contractors, agents, subcontractors or representatives if such information is disclosed in accordance with applicable law.

**23. Rights of Vendor:** Except as expressly provided, this Purchase Order does not limit Vendor’s rights to enter into contracts or transactions with third parties, provided such contracts or transactions will not require Vendor to act in a manner which is inconsistent with its obligations hereunder or adversely affect the performance of such obligations. Notwithstanding that Vendor may from time-to-time be party to other agreements with OLG, nothing in any such other agreement, and no exercise of any right thereunder, restricts or otherwise affects any obligation or liability of Vendor under this Purchase Order and no notice, consent, approval or other communication or decision under or in relation to any such other agreement shall constitute or be relied upon as notice, consent, approval, communication or decision hereunder.

**24. Authority:** Vendor represents and warrants to OLG that: (a) it is duly formed, in good standing and validly subsisting under the laws of its jurisdiction of incorporation/formation; (b) it possesses all necessary authority and regulatory approvals to perform all of its obligations hereunder; (c) the execution and performance of this Purchase Order has been approved by all necessary action on its part; and (d) this Purchase Order constitutes a legal and binding obligation of Vendor, enforceable against it in accordance with its terms.

**25. Heirs, Successors and Assigns:** This Purchase Order shall enure to the benefit of and be binding on the respective heirs, executors, administrators, successors and permitted assigns of OLG and Vendor.

**26. No Agency or Partnership:** This Purchase Order does not make either party an agent or legal representative of the other for any purpose whatsoever, and no partnership, franchise or joint venture is intended to be created hereby. No party is granted any right or authority to assume or create any obligation, express or implied, on behalf of or in the name of the other, or to bind the other in any manner whatsoever. Vendor is acting as an independent contractor of OLG in connection with this Purchase Order and persons retained by Vendor as employees, agents or contractors shall not be deemed to be employees, agents or contractors of OLG for any purpose whatsoever.

**27. Assignment and Delegation:** Vendor shall not assign any of its rights or interest (including the right to receive monies due) or delegate any of its duties or obligations under this Purchase Order



without the prior written consent of OLG and, where applicable, unless and until the proposed assignee or delegate is validly registered with the AGCO in the appropriate category under the Act. No assignment or delegation by Vendor (with or without OLG's consent) shall relieve Vendor of any of its obligations under this Purchase Order or prejudice any of OLG's rights against Vendor, whether arising before or after the date of any assignment or delegation. Vendor agrees that OLG shall have the right to assign this Purchase Order, in whole or in part, to any other person or entity without Vendor's consent.

**28. Governing Law:** Regardless of the place of execution or performance, this Purchase Order shall be governed by, interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario without giving effect to the principles of conflicts of laws thereof and OLG and Vendor irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario with respect to any dispute arising between them in relation to this Purchase Order.

**29. Non-Waiver:** No waiver by OLG of any breach of any of the covenants, provisos, conditions, restrictions or stipulations contained in this Purchase Order will take effect or be binding upon OLG unless the same be expressed in writing, and any waiver so given will extend only to the particular breach so waived and will not limit or effect any rights with respect to any other or future breach. No failure by OLG to take action in the event of any breach of any of the covenants, provisos, conditions, restrictions or stipulations contained in this Purchase Order will be construed as a waiver of OLG's right to take such action as this Purchase Order or applicable law permits and will not limit or affect any rights with respect to any other or future breach. OLG's rights hereunder are in addition to its rights and remedies at law or in equity.

**30. Severability:** It is intended that all provisions of this Purchase Order shall be fully binding and effective between OLG and Vendor, but in the event that, in any jurisdiction, any provision of this Purchase Order or its application to any party or circumstance is restricted, prohibited or unenforceable, that provision will, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Purchase Order, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other parties or circumstances.

**31. Survival:** Any covenant, term, condition or provision which, in order to be effective, must survive the termination or expiration of this Purchase Order shall survive and remain in force notwithstanding termination (for any reason whatsoever) or expiration. Without limiting the generality of the foregoing, provisions regarding representations, warranties, confidentiality, privacy, indemnification, limitation of liability and damages, jurisdiction and venue shall remain in full force and effect and shall survive any termination or expiration.

**32. Interpretation:** Except as otherwise expressly provided, or as the context otherwise requires, the singular number shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter grounds, and words importing persons shall include firms and corporations and vice versa. The headings contained in this Purchase Order are for convenience of

reference only. The language used herein shall be deemed to be the language chosen by the parties to express their mutual intent and shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted, or in favour of the party receiving a particular benefit under this Purchase Order. Vendor acknowledges having obtained its own independent legal advice with respect to the terms of this Purchase Order prior to its acceptance of same.

**33. Notices:** All notices and other communications between OLG and Vendor shall be given in writing at the address set forth on the face of this Purchase Order, or any subsequent address timely given in writing. Notice shall be deemed to be given: (a) via personal delivery, on the date of actual delivery; (b) via registered mail (return receipt requested), four (4) business days after deposit in the mail; (c) via email transmission, upon receipt in the inbox of the recipient; (d) via internationally recognized international courier services, upon notice of the receipt; and if sent in any other manner, on the date of actual receipt.

**34. Insurance:** Vendor agrees to maintain, at Vendor's sole cost and expense, the following insurance: (a) commercial general liability insurance in an amount not less than two million dollars (\$2,000,000.00) for each occurrence against all claims for personal injury, death or property damage arising out of the performance, goods and/or services provided by Vendor, or its obligations pursuant to this Purchase Order. Such policy shall include OLG as an additional insured and shall include a cross-liability/severability of interests clause, contractual liability, non-owned automobile coverage and, if applicable, owners' and contractors' protective coverage; (b) if applicable, automobile liability insurance in respect of all licensed vehicles with limits of not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned, leased or hired by Vendor; (c) errors and omissions insurance to a limit of at least two million dollars (\$2,000,000.00) per claim; and (d) insurance for its property on a replacement cost basis, including a provision of a waiver of subrogation against OLG. Coverage will be evidenced in the form of a certificate of insurance or certified copy of the policy to be furnished by Vendor to OLG upon request. Acceptance of delivery of said certificate(s) does not constitute agreement by OLG that the insurance requirements have been met or that the insurance policies shown in the certificate(s) are in compliance with the requirements and shall not diminish OLG's rights under this Purchase Order. All policies are to be taken out, and on forms with an insurer licensed to do business in the province of Ontario and with an AM Best rating of A-, VII or better and will be on a primary and non-contributory basis and not in excess of any insurance OLG has available to it. All policies shall contain a provision that precludes invalidation as respects to the interests of OLG by reason of any breach or violation of warranties, representations, declarations or conditions contained in the policies. All policies shall contain an undertaking by the insurers that no material changes, non-renewals, cancellations or terminations of any policies will be made unless OLG has received not less than thirty (30) days prior written notice of the change, delivered according to the provisions of this Purchase Order. Vendor will also provide any other forms of coverage or limits required from time to time by OLG, acting reasonably, in amounts and for insurance risks against which a prudent supplier of the same nature or business would insure.

Any dispute concerning the amount or types of any of the foregoing coverage shall be conclusively determined by an independent qualified insurance broker appointed by both Vendor and OLG.

**35. Software Licensing:** The terms of this Purchase Order and the terms of any end-user license agreement between OLG and the software publisher will apply, as the context requires, to transactions involving software licensing.

**36. Electrical/Electronic Components and Equipment:** All electrical/electronic components or equipment must conform to industry standards and applicable legislative requirements.

**37. No Discrimination:** Vendor shall comply with applicable human rights legislation and conduct itself in a manner consistent with the non-discrimination policies of the Government of Ontario in the performance of its obligations hereunder.

**38. Accessibility:** Vendor shall comply with applicable accessibility standards pursuant to the Accessibility for Ontarians with Disabilities Act, 2005. S.O. 2005, c.11, as amended.