

GLENCORE

GLENCORE CANADA CORPORATION

**SERVICE ORDER
TERMS AND CONDITIONS
(PROFESSIONAL SERVICES)**

SERVICE ORDER TERMS & CONDITIONS (PROFESSIONAL SERVICES)

1. Agreement:

(A) The agreement between Purchaser and Contractor is this service order (the "**Service Order**"). This Service Order consists only of the terms contained (a) in these terms and conditions (the "**Terms and Conditions**"), (b) on the service order form (the "**Form**"), (c) in Purchaser's rules, regulations, policies and codes of conduct applicable to Purchaser's premises, including those relating to health, safety, illegal drugs and alcohol, security, control of tools and equipment entering Purchaser's premises, the community and the environment (collectively, the "**Code of Conduct and Policies**"), a copy of which should be obtained by Contractor prior to the commencement of the Services, (d) in the policies and business principles of Purchaser, which include (for the avoidance of doubt) requirements that its counterparties comply with the principles in the *Bribery Act* (U.K.), 2010, c. 23, which policies and business principles are located at <http://www.glencorexstrata.com/about-us/policies/> or such other electronic location as Purchaser may advise Contractor in writing (the "**Business Principles**"), and (e) on any supplements, specifications, drawings or other documents expressly incorporated by reference on the Form (each, a "**Supplement**").

(B) If this Service Order is deemed to be an acceptance of a prior offer from Contractor, such acceptance is limited to the express terms contained herein and on the Form. Additional terms or any attempt by Contractor to vary in any degree any terms of the Service Order shall be deemed material and are hereby rejected.

(C) Contractor shall perform the Services in accordance with the terms of this Service Order, in a good and workmanlike fashion and with the skill, care and diligence expected of a service provider experienced in the particular activities that are the subject of this Service Order and in compliance with all Laws (including Laws relating to the protection and preservation of the environment, occupational health and safety or transportation of dangerous or hazardous goods (collectively "**Environmental Laws**") and standards applicable to Contractor and all Permits held by Contractor.

(D) No alteration or variation of any of the provisions of these Terms and Conditions shall be of any force or effect unless it is recorded in writing and signed by Purchaser. This Service Order constitutes the sole and entire agreement between the Parties with respect to the subject matter hereof. Written or verbal acceptance of the Terms and Conditions by Contractor shall constitute Contractor's assent to the Terms and Conditions. Purchaser hereby expressly objects to and rejects any and all additional or different terms proposed by Contractor (including any attempted disclaimer or limitation of warranties or liability), irrespective of where contained, and no such different or additional terms shall form part of the Service Order or be binding on Purchaser. Purchaser's acceptance of, or payment for, the Services shall not constitute Purchaser's acceptance of any counter-proposal submitted by Contractor unless otherwise specifically accepted in writing by Purchaser.

2. Application and Priority:

(A) Where this Service Order is issued in respect of services that are being performed or were performed pursuant to a framework services agreement signed between the Parties, the terms and conditions of such framework services agreement shall govern with respect to the performance of the Services described on the Form, and these Terms and Conditions will not apply.

(B) Where the Parties have agreed to specified terms and conditions that will govern the provision to Purchaser by Contractor of any and all services that may be determined from time-to-time, such specified terms and conditions shall govern with respect to the performance of the Services described on the Form, and these Terms and Conditions will not apply.

(C) In the event of a conflict between provisions appearing on the Form, any Supplement and these Terms and Conditions, the provisions on the Form and any Supplement shall prevail and take priority over these Terms and Conditions to the extent of the conflict.

3. Termination of Service Order:

(A) Purchaser may cancel this Service Order and order the performance of the Services terminated, in whole or in part, without any payment or other obligation to Contractor (except for Services performed and not yet paid for), with immediate effect on written notice to Contractor, if: (a) a fatal or serious injury occurs in the provision of Services as a result of negligent or wilful acts or omissions on the part of Contractor; (b) Contractor defaults on any of its obligations set forth in Section 1(C) (in respect of compliance with Environmental Laws), Section 12 or Section 16; (c) Contractor defaults on any of its other obligations set forth in this Service Order and such default is not cured in full within 10 days after Purchaser gave Contractor notice of such default (or if it is not reasonably possible to remedy the breach within 10 days, within such further period as may be reasonable in the circumstances provided that Contractor furnished evidence within the 10 days, reasonably satisfactory to Purchaser, that it has taken whatever steps are available to it to commence remedying the breach); (d) Purchaser delivers to Contractor written notice of a breach of this Service Order within six months of a prior written notice of breach, notwithstanding that the previous breach may have been remedied within the required time frame; (e) if an event of Force Majeure for which Contractor is the Affected Party has occurred and is continuing which has prevented Contractor from performing the Services for a continuous period in excess of 30 days; (f) where liquidated damages are applicable, if Contractor fails to complete the Services or a component thereof by the date (if any) specified in this Service Order as the "longstop date"; (g) Contractor becomes insolvent, makes an assignment in bankruptcy, makes a general assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable Law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), or any other bankruptcy, insolvency or analogous Law, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, custodian, or other person with similar power, of all or a portion of its assets or Contractor or its property or assets become the subject of any proceeding for the relief of creditors, which in the opinion of Purchaser would materially and adversely affect the ability of Contractor to perform or comply with its obligations hereunder. Upon termination of this Service Order pursuant to this Section 3(A), Contractor shall not be owed any Consideration except in respect of Services performed (but not paid for) to the date of termination.

(B) Contractor may cancel this Service Order and terminate the performance of the Services hereunder if: (a) Purchaser defaults on any of its obligations set forth in this Service Order and such default is not cured in full within 10 days after Contractor gave Purchaser notice of such default (or if it is not reasonably possible to remedy the breach within 10 days, within such further period as may be reasonable in the circumstances provided that Purchaser furnished evidence within the 10 days, reasonably satisfactory to Contractor, that it has taken whatever steps are available to it, to commence remedying the breach); or (b) if an event of Force Majeure for which Purchaser is the Affected Party has occurred and is continuing which has prevented Contractor from performing the Services for a period in excess of 120 days. In the event of cancellation of this Service Order pursuant to paragraph (b) of this Section 3(B), Purchaser will pay Contractor for any Services performed (but not yet paid for) to the date of termination as well as Contractor's direct out-of-pocket costs reasonably incurred in effecting the cancellation and demobilizing (which, for the avoidance of doubt, shall not include an allowance for overhead or profit), and such payment shall be Contractor's sole remedy on account of such cancellation.

(C) Purchaser may, at any time in its sole and absolute discretion, cancel this Service Order for any reason without cause on 30 days written notice to Contractor, in which event Purchaser will pay Contractor for any Services performed (but not yet paid for) to the date of termination as well as Contractor's direct out-of-pocket costs reasonably incurred in effecting the cancellation and demobilizing (which, for the avoidance of doubt, shall not include an allowance for overhead or profit). Such payment shall be Contractor's sole remedy on account of cancellation of this Service Order by Purchaser pursuant to this Section 3(C).

(D) Upon cancellation of this Service Order, (a) Contractor shall cease the performance of the Services on or before the effective date of termination, (b) Purchaser shall have the right to any work-in-progress, any materials acquired by Contractor to be incorporated into or used in or for the performance of the Services, to the extent paid for by Purchaser and (c) Contractor shall, within 30 days of the effective date of termination, remove all equipment, surplus material, other goods and rubbish of Contractor or Contractor Parties from Purchaser's premises and ensure the Site is left in a safe condition, failing which Purchaser may perform such work and remove and dispose of such material at Contractor's cost and expense.

4. **Suspension of Services; Delay:**

(A) Purchaser may (a) at any time in its sole and absolute discretion for any reason without cause or (b) upon the occurrence of any of the matters enumerated in Section 3(A), order the performance of the Services suspended in whole or in part upon written notice to Contractor. Contractor shall cease performing the Services suspended hereby from the later of the effective date for the suspension as set forth in the written notice or the date written notice was provided, and Contractor must resume providing any Services suspended hereby within five days from the date the suspension is terminated. Where Purchaser has suspended certain services pursuant to paragraph (a) of this Section 4(A), Contractor shall have the right to cancel this Service Order and terminate the provision of Services thereunder where a suspension applicable to all Services being provided hereunder persists for a continuous period in excess of 120 days and, upon such cancellation of this Service Order, Purchaser shall pay Contractor for Contractor's direct out-of-pocket costs reasonably incurred in effecting the cancellation and demobilizing (which, for the avoidance of doubt, shall not include an allowance for overhead or profit). Such payment shall be Contractor's sole remedy on account of the termination of this Service Order for a suspension persisting for a period in excess of 120 days.

(B) Contractor shall be reasonably entitled to equitable adjustments to the Consideration and any deadlines for the completion of the Services (or parts thereof) in accordance with Section 5 hereof in respect of suspensions of the Services pursuant to paragraph (a) of Section 4(A) (and not, for greater certainty, in respect of any suspension of the Services pursuant to paragraph (b) of Section 4(A)) and delays occasioned by the default of Purchaser.

5. Modification of Service Order: Purchaser has the right to make changes in the Services, consisting of additions, deletions or other revisions to the Services, or changes in any deadlines for the performance of the Services (or parts thereof) by Change Order or Change Directive. Purchaser will provide Contractor with a written description of the proposed change in the Services. Contractor shall promptly present a method of adjustment or an amount of adjustment for the Consideration, if any, and the adjustment in any deadlines for the performance of the Services (or parts thereof) for the proposed change in the Services. When Purchaser and Contractor agree to any required adjustments to the Consideration or any deadlines for the performance of the Services (or parts thereof), or method to be used to determine the adjustments, such agreement shall be recorded in a Change Order. If Purchaser requires Contractor to proceed with a change in the Services prior to Purchaser and Contractor agreeing upon any required adjustments to the Consideration or any deadlines for the performance of the Services (or parts thereof), or method to be used to determine the adjustments, Purchaser shall issue a Change Directive. The adjustment to the Consideration for a change carried out by way of a Change Directive shall be determined on the basis of the actual direct cost of expenditures and savings to perform the Services attributable to the change. If a change in the Services results in a net increase in Contractor's costs, an allowance for overhead and profit, in the amount of 5% of the net increase, shall be included. If a change in the Services results in a net decrease in Contractor's costs, the amount of the credit shall be the net cost, without deduction for overhead or profit. For the purpose of valuing Change Directives, Purchaser shall be afforded reasonable access to all of Contractor's pertinent documents related to the cost of performing the Services attributable to the Change Directive. Failure to agree upon changes to be made to the Consideration or changes to any deadlines for the performance of the Services (or parts thereof) arising from the directed change shall not be grounds for delay or interruption in the Services.

6. Consideration, Invoicing and Payment:

(A) Purchaser shall pay Contractor the Consideration for the Services. The Consideration is inclusive of all costs (excluding Sales Tax) and expenses incurred by Contractor in performing the Services and other obligations under the Service Order. Unless otherwise specified on the Form, Contractor shall furnish Purchaser with invoices not more than once per calendar month for the Services performed that have not yet been invoiced, indicating the Consideration therefor plus applicable Sales Tax, and including all prescribed information necessary to allow Purchaser to recover such Sales Tax from the appropriate governmental authority. Unless otherwise specified on the Form, Purchaser shall, subject to its rights to withhold or set off any amount owed to it by Contractor, pay the amount specified in Contractor's invoice by the 45th day after receipt of said invoice.

(B) Contractor shall be solely responsible for collecting and remitting Sales Tax and shall indemnify and hold harmless Purchaser from its failure to timely and properly collect and remit Sales Tax. Where Purchaser

provides Contractor with a valid purchase exemption certificate or tax registration number in respect of Sales Tax, Contractor agrees not to collect the Sales Tax covered by such certificate or registration number, and Contractor's obligations set forth in this Section 6(B) to indemnify and hold Purchaser harmless shall not apply.

(C) Purchaser shall be entitled to deduct, withhold or set off from any amount payable to Contractor: (a) any amount required to be withheld or deducted under applicable Law (including the *Income Tax Act* (Canada)), and any amount so deducted will be deemed to have been paid by Purchaser to Contractor; (b) any amount owing by Contractor to Purchaser by means of set-off; and (c) any amounts paid by Purchaser to Sub-contractors pursuant to Section 14 hereof. Where Purchaser has withheld an amount required to be withheld under the *Income Tax Act* (Canada), Purchaser shall remit such amount to the appropriate government authority and shall provide Contractor with a receipt or other document evidencing such withholding. If it is subsequently determined that Purchaser was entitled or required to withhold an amount exceeding the amount withheld, Contractor shall pay such added amount (including all related costs, interest and penalties) to Purchaser promptly upon request therefor. Contractor will be solely responsible for claiming any applicable tax credits related to such deductions or withholdings. Contractor will indemnify Purchaser for any taxes (including interest, penalties or additions to tax), in respect of payment(s) made to Contractor on account of the Consideration, where such taxes are paid or borne by or assessed against or imposed upon Purchaser. Contractor's invoice shall (i) specify the Consideration payable for the applicable Services, (ii) specify the portion of such Services that were performed in Canada by Contractor or Contractor Parties and (iii) identify the amount of the Consideration attributable to the Services described in clause (ii) of this Section 6(C).

7. **Insurance:** Without in any way limiting or affecting Contractor's other obligations under this Service Order, Contractor shall take out, maintain and pay, for itself and, where Contractor uses any Contractor Parties, shall include such Contractor Parties as insureds or shall cause such Contractor Parties to arrange and maintain the insurance coverages set forth in Schedule A (the "**Insurance Policies**"). Contractor shall comply with all provisions regarding insurance in Schedule A.

8. **Representations, Warranties, Covenants and Acknowledgments of Contractor:**

(A) Contractor represents and warrants that it has examined and familiarized itself with local, regional and site conditions which could affect the performance of the Services. Any variance in actual conditions from those observed by Contractor prior to the entry into force of this Service Order or contemplated by any of the documents reviewed by or furnished to Contractor shall not be the basis for extra compensation or extension of time by Purchaser to Contractor, unless and only to the extent that such variance was not reasonably capable of discovery by Contractor prior to the entry into force of this Service Order.

(B) Contractor covenants that it will, in carrying out its obligations under this Service Order: (a) provide an appropriately qualified, competent, skilled and experienced workforce and deliver to the Purchaser information regarding such workforce on request, subject to compliance by Contractor with applicable Laws in regards to privacy; (b) not replace any of Contractor's employees or other Contractor Parties involved in the provision of the Services without Purchaser's prior written consent, not to be unreasonably withheld or delayed; (c) comply, and cause its employees and Contractor Parties to comply, with Purchaser's reasonable directions relating to the performance of the Services; and (d) promptly bring to the attention of Purchaser any information it possesses which is likely to impact on Contractor's performance of the Services, and provide Purchaser upon request with reports on the status of Services and availability of resources to perform the Services, and on such other matters as may be reasonably requested by Purchaser from time to time.

(C) Contractor represents and warrants that it holds all permits, authorizations, certificates, licenses, approvals and registrations required under applicable Laws for the performance of its obligations under this Service Order (the "**Permits**") and such Permits are in force and good standing, and covenants that such Permits shall remain in force and in good standing for so long as it is performing the Services.

(D) Where the Services include procurement or procurement management services, Contractor shall procure for Glencore goods or services from third-party suppliers using the applicable Glencore standard form of agreement or agreements with respect to the supply of such goods or services; or, where using such Glencore standard form agreement is not practicable, Contractor shall obtain from the suppliers of the such goods or services guarantees and warranties, including with respect to quality, materials, suitability,

workmanship and performance of the goods or services that are generally made available by suppliers of such goods or services, or as otherwise may be directed by Glencore. Contractor shall use its commercially reasonable efforts to obtain more comprehensive or extended warranties or guarantees from the suppliers of such goods or services at no further cost to Glencore. Notwithstanding the foregoing sentences in this Section 8(D), Contractor shall not sign any agreement with a third-party supplier in its own name or in the name of Glencore, as agent; but rather shall obtain the signature of the appropriate employees or officers of Glencore on such agreements.

(E) During the Warranty Period, Contractor shall, at no cost to Purchaser, reperform the Services to the extent necessary to make good any defects in the Services promptly after being notified of the defect by Glencore. If Contractor fails to remedy any such defect promptly upon notice thereof, Glencore shall be entitled to correct the defect, either by using its own personnel or by engaging another service provider to do so, at Contractor's cost and expense. The obligation of Contractor in this Section 8(E) is without prejudice to any other right or remedy Glencore may have at Law or under this Services Order.

9. Specific Representations, Warranties and Indemnity re Intellectual Property Rights and Compliance with Law: All physical media (including paper, optical disks, magnetic disks and other formats) on which information is recorded in connection with the Services, including designs, plans, drawings, specifications, reports, manuals, photographs, calculations, models, information, source codes and other documentation or data, shall be the exclusive property of Purchaser and shall only be used by Contractor in connection with the Services, provided however that Contractor may retain a copy for its records. Contractor represents and warrants that (a) all designs, plans, drawings, specifications, reports, manuals, photographs, calculations, models, information, source codes, documents, other data stored by any means and materials and methods used, produced or provided by Contractor as part of the Services and (b) the intended use thereof by Purchaser (which use Contractor acknowledges it is aware of) will comply with all Laws and standards applicable thereto and will not infringe the Intellectual Property rights of any third party. Contractor agrees to indemnify and hold harmless Purchaser and its Affiliates from and against all claims and demands for actual or alleged breach of applicable Laws or infringement of any Intellectual Property rights by reason of the ownership or use (in accordance with Purchaser's intended use) of the said designs, plans, drawings, specifications, reports, manuals, photographs, calculations, models, information, source codes, documents, other data stored by any means and materials and methods used, produced or provided by Contractor as part of the Services, or any of them or any part thereof, and from all costs, expenses (including legal fees and disbursements) or damages suffered or incurred by reason thereof or in respect thereto.

10. Specific Representations, Warranties and Covenants re: Anti-Corruption Laws: Contractor represents, warrants and covenants that: (a) neither it nor any of its directors, officers and employees nor, to its knowledge, any of its contractors, agents or representatives has directly or indirectly made, and, further, it shall not make any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other payment to any person, private or public, whether in money, property or services to (i) obtain favourable treatment or to secure any contracts, agreements or commitments, (ii) pay for favourable treatment or for any contracts, agreements or commitments secured or (iii) obtain special concessions or for special concessions already obtained, in each case, in violation in any material respect of any Law, including the *Corruption of Foreign Public Officials Act* (Canada), 1998, c. 34, the *Bribery Act* (U.K.), 2010, c. 23 (in each case, whether or not applicable to Contractor), and any other Law concerned with the prevention of bribery and corruption applicable to Contractor; (b) any compensation paid by Contractor to any person or entity in connection with the performance of the Services will be for legitimate, *bona fide* goods or services; (c) it has fully disclosed to Purchaser all information pertaining to former or current relationships between Contractor's directors, officers, employees, distributors, representatives, dealers and agents (collectively, the "**Representatives**") and any government officials and/or candidates for government office; (d) it has fully disclosed to Purchaser whether any of its Representatives are or are likely to hold the status of an official of a government or a candidate for government office; (e) no part of the Consideration shall accrue for the benefit of any government official or candidate, regardless of the existence or non-existence of a relationship between the Representative and such government official or candidate; and (f) it will maintain (and cause any suppliers and sub-contractors to maintain) for a minimum of five years following the final performance of the Services hereunder, books, records and accounts prepared in accordance with generally accepted accounting principles, consistently

applied, which accurately and completely reflect the nature of every transaction related to the performance of the Services. Contractor grants Purchaser the right, on reasonable notice, to audit the books and records of Contractor (and shall use its reasonable commercial efforts to obtain such right for Purchaser from its suppliers and sub-contractors) for conformity by Contractor to the terms of this Service Order, including the representations, warranties and covenants set forth in this Section 10, and codes of conduct (including the Business Principles) applicable to Purchaser. If at any time there are changes to the information provided to Purchaser, including but not limited to the development of a new relationship between any of the Representatives and a government official, Contractor covenants to immediately notify Purchaser of those changes. Purchaser reserves the right to cancel this Service Order and order the performance of the Services terminated with immediate effect on written notice to ensure that such relationships will not result in a violation of the Laws or codes of conduct (including the Business Principles) applicable to Purchaser.

11. Grant of Access:

(A) Subject to compliance by Contractor with these Terms and Conditions and with the Codes of Conduct and Policies, Purchaser shall afford Contractor and Contractor Parties access to Purchaser's premises as may be necessary for the provision of the Services. Contractor shall conduct itself, and shall cause its employees and Contractor Parties to conduct themselves, while at Purchaser's premises in such a way as to minimally interfere with the activities of Purchaser, its employees and its other contractors.

(B) Purchaser shall have the right to: (a) refuse entry to Purchaser premises to Contractor's employees and Contractor Parties until Contractor has provided Purchaser with evidence of all Insurance Policies, Permits and evidence that all Contractor's employees and Contractor Parties wishing to access Purchaser's premises have read and agreed to comply with the Code of Conduct and Policies; (b) refuse entry to Purchaser's premises to any of Contractor's employees or Contractor Parties that Purchaser reasonably suspects of being under the influence of any alcohol or other intoxicating substance; and (c) require that any of Contractor's employees or Contractor Parties leave or refrain from entering Purchaser's premises if Purchaser reasonably believes that such employees or Contractor Parties are guilty of any misconduct or pose a security or other risk to Purchaser, its employees or its other contractors or if such employees or Contractor Parties refuse to undergo reasonable searches of their person, possessions or vehicles.

(C) Where Purchaser makes available to Contractor a work site at Purchaser's premises (a "**Site**"), Contractor shall be responsible for the care of the Site from the time the Site is made available to Contractor until the time Contractor demobilises from the Site. Contractor must promptly make good any damage to any part of the Site caused by the acts or omissions of Contractor and Contractor Parties, ensure the Site is maintained at all times in a clean and hygienic condition, and must ensure that no part of the Site is used for accommodation by its employees or Contractor Parties. Contractor shall at all times allow Purchaser access to the Site for purposes of conducting its own activities, inspection and checking that Contractor is adhering to the provisions of this Service Order.

(D) Where Purchaser makes available to Contractor any equipment, machinery, plant or other facilities ("**Facilities**") to use in connection with providing the Services, Contractor shall (a) use the Facilities in a responsible and professional manner and ensure they are not damaged due to negligent or wilful acts or omissions, (b) immediately notify Purchaser in the event that any of the Facilities are damaged, whether due to conduct on the part of Contractor or otherwise, (c) comply with Purchaser's instructions when using the Facilities, (d) return the Facilities to Purchaser in the same condition in which they were received, ordinary wear and tear excepted, and (e) pay to Purchaser any consideration specified in this Service Order for the use of the Facilities.

12. Confidential Treatment of Technical Information: All materials, documents, drawings, specifications and other information obtained by Contractor, directly or indirectly, from Purchaser in connection with this Service Order and the performance of the Services are the property of Purchaser and shall be treated as confidential, and shall not be disclosed to any person, by Contractor, and shall not be used by Contractor for any purpose other than the fulfillment of this Service Order, and shall be immediately returned to Purchaser upon request. Contractor shall not advertise nor issue any information, publication or article for publication or media release or other publicity relating to this Service Order, the performance of the Services or Purchaser's business and activities without the prior written approval of Purchaser, which approval may be withheld in Purchaser's sole discretion.

13. **Assignment of Created Intellectual Property Rights.** Contractor agrees to assign to Purchaser absolutely, for the full duration thereof and throughout the world, all of Contractor's rights, title and interest in Intellectual Property made by or on behalf of Contractor during, in connection with or arising out of the performance of the Services (the "**Created Intellectual Property**") on its creation, and to cause any other person, including any Contractor Party involved in the development or creation of any Created Intellectual Property, to assign to Purchaser absolutely, for the full duration thereof and throughout the world, all of such person's rights, title and interest in such Created Intellectual Property. Contractor undertakes, on request, to do all things and sign all documents necessary to assign the aforementioned rights, title and interest to Purchaser and take all steps necessary to record such assignment at any office responsible for the registration of Intellectual Property rights. If the rights, title and interest of any of the Created Intellectual Property are not capable of being assigned to Purchaser, Contractor undertakes, on request, to do all things and sign all documents necessary to ensure that Purchaser is granted an irrevocable and unlimited royalty-free licence to use the Created Intellectual Property for the full duration of the rights and throughout the world. In the event of assignment, Purchaser grants Contractor a non-exclusive licence to use the Created Intellectual Property only for the performance of the Services pursuant to this Service Order. Contractor will obtain and provide unconditional and irrevocable assignments or waivers, where applicable, of all moral rights of all authors of any copyright work included in the Created Intellectual Property in favour of Purchaser, to the extent permitted by Law, whether in Canada or anywhere else in the world. Contractor agrees that all Intellectual Property of Purchaser, its Affiliates and agents, shall remain the exclusive property of Purchaser, its Affiliates or agents, as the case may be, and that nothing in this Service Order or in the performance of the Services grants to Contractor or any Contractor Parties or any other person any right in such Intellectual Property, except as expressly stated herein.

14. **Sub-Contractors:** Contractor shall not be entitled to appoint sub-contractors to assist with the provision of the Services without the prior written approval of Purchaser, which approval may be withheld in Purchaser's sole discretion, provided that such consent shall not be required for the purchase of materials necessary for the provision of the Services. In the event that Purchaser approves the appointment of a Sub-contractor, Contractor shall advise the Sub-contractor of the terms and conditions contained in this Service Order and Contractor shall appoint the Sub-contractor on substantially the same terms and conditions as are applicable to Contractor. Before any payment is made by Purchaser to Contractor pursuant to this Service Order, Purchaser may call on Contractor to furnish reasonable proof that all payments due by Contractor to any Sub-contractor have been discharged and, unless Contractor informs Purchaser in writing that it has reasonable cause for withholding such payment and submits proof that it has informed the Sub-contractor thereof in writing, Purchaser may pay the relevant portion of the amount due to Contractor directly to the Sub-contractor. Any payment made pursuant to this Section 14 to the Sub-contractor shall be regarded as a payment directly to Contractor and Purchaser's obligation to Contractor regarding payment shall be reduced accordingly. Contractor shall ensure that each Sub-contractor undertakes its duties and responsibilities with skill, care and diligence expected of a service provider experienced in the aspect of the Services to be undertaken by such Sub-contractor and in accordance with the applicable terms and conditions of this Service Order and shall manage and coordinate the activities of the Sub-contractors to ensure compliance with the terms hereof. Contractor shall be liable for all acts, defaults and omissions of the Sub-contractor, the Sub-contractor's agents and/or employees as if they were the acts, defaults and omissions of Contractor. Contractor shall indemnify and hold harmless Purchaser, its Affiliates and their respective officers, directors, employees, agents and representatives (collectively, the "**Indemnified Parties**") from and against all claims, demands, proceedings, injuries and actions, and all losses, liabilities, costs, charges, expenses and damage (including legal fees and disbursements) of whatsoever nature and howsoever arising whether directly or indirectly suffered or incurred by any such Indemnified Parties as a result of the actions or omissions of any Sub-contractor or of the Sub-contractor's agents and employees. Any consent granted by Purchaser to Contractor to sub-contract certain Services shall not imply a contract between Purchaser and the Sub-contractor or a responsibility or liability on the part of Purchaser to the Sub-contractor and shall not relieve Contractor from any liability or obligation hereunder.

15. **Liens:** To protect the Site and Purchaser's property from liens (including, but not limited to liens, legal hypothecs, or other related claims under Laws regarding construction liens, claims, charges, hypothecs, security interests or encumbrances (collectively, "**Liens**"), Contractor shall pay promptly for all material,

apparatus, machinery, equipment, fixtures and labour used on or forming part of the Services, all taxes, duties, assessments and costs in respect thereof and shall pay promptly all sub-contractors involved in the performance of the Services. In the event that any Lien arises or is claimed in respect of the Site or the Services, Contractor shall, within 10 days of becoming aware of such Lien, at its sole expense, discharge or vacate such Lien. If Contractor fails or refuses to discharge or vacate such Lien within the time prescribed above, Purchaser may, at its sole option, take all steps necessary to discharge or vacate the Lien, and all costs and expenses incurred by Purchaser in so doing (including legal fees and any payment which may ultimately be made out of or pursuant to security posted to discharge or vacate the Lien) shall be for the account of Contractor. Where the Services are performed in, or where the Site is located in, the Province of Québec, Contractor shall deliver to Purchaser, in a form satisfactory to Purchaser, (i) a waiver of legal hypothec by Contractor prior to commencement of the Services, and (ii) a waiver of legal hypothec and other legal claims from each sub-contractor (of any tier) involved in the performance of the Services prior to the commencement of any Services to be performed by such sub-contractor. Without limiting any of the foregoing, Contractor shall indemnify and hold harmless Purchaser and its Affiliates from and against any claims, demands, proceedings, injuries and actions, and all losses, liabilities, costs, charges, expenses and damage (including legal fees and disbursements) suffered or incurred by such person of whatsoever nature resulting from or arising out of any such Lien. This Section 15 does not apply to any Lien which arises as a direct result of the failure of Purchaser to pay amounts of the Consideration which are properly due and payable to Contractor.

16. Code of Conduct and Policies, Business Principles: Contractor may only use employees and Contractor Parties in the provision of the Services at Purchaser's premises who have undergone induction training within the last 12 months in respect of Purchaser's Code of Conduct and Policies. Contractor undertakes that it shall adhere to, and ensure that its employees and Contractor Parties are conversant with and adhere to, the Code of Conduct and Policies while present at Purchaser's premises and Purchaser's Business Principles at all times. Where the rules, regulations, policies and codes of conduct of Purchaser applicable to Purchaser's premises are amended, supplemented or replaced, upon Purchaser providing to Contractor such amendments, supplements or replacements, such amendments, supplements or replacements shall form part of the Code of Conduct and Policies for the purposes of this Service Order.

17. Assignment: Contractor shall not assign this Service Order or any of its interest therein or any moneys to become due hereunder without first obtaining the written consent of Purchaser, which may be withheld in Purchaser's sole discretion. Purchaser may assign this Service Order and its interest therein (in whole or in part) to an Affiliate or a person that is purchasing or has purchased all or substantially all of the assets of Purchaser at the premises of which the Site forms a constituent part.

18. Governing Law: This Service Order shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties agree to submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

19. Limitation of Liability: Purchaser does not assume, and Contractor hereby releases Purchaser, its Affiliates and their respective officers, directors, employees, agents and representatives from any liability, whether in tort, contract or otherwise, in respect of any losses, damages, expenses or injuries suffered by Contractor, its employees or any Contractor Parties due to any cause whatsoever that is related to the performance of Contractor's obligations under this Service Order, except to the extent that such losses, damages, expenses or injuries are directly attributable to a breach of this Service Order by Purchaser or to the gross negligence or wilful misconduct of Purchaser and its Affiliates.

20. General Indemnification by Contractor: Contractor agrees to indemnify and save harmless Purchaser, its Affiliates and their respective officers, directors, employees, agents and representatives from and against any claims, demands, proceedings, injuries and actions, and all losses, liabilities, costs, charges, expenses and damage (including legal fees and disbursements) suffered or incurred by any of them arising out of or in any manner connected with the performance of this Service Order, to the extent caused directly or indirectly by a breach of any obligation or covenant of Contractor or any inaccuracy or misrepresentation in

any representation or warranty contained in this Service Order or the negligence or wilful acts or omissions of Contractor, its employees or Contractor Parties.

21. **Force Majeure:** Provided the event of Force Majeure is not caused or contributed to by such Party, the obligations of the Party affected by the event of Force Majeure (the “**Affected Party**”) shall be suspended, to the extent that they are affected by the event of Force Majeure, from the date the Affected Party gives written notice thereof until cessation of the event of Force Majeure, provided that the Affected Party (a) shall use its commercially reasonable efforts to remove or lessen the effect of that event of Force Majeure affecting its obligations hereunder (provided, however, that settlement of strikes, work stoppages (or deteriorations), slowdowns or other labour actions affecting Purchaser shall be within the discretion of Purchaser) and (b) report to the other Party in writing (on a regular basis) of the steps taken by it to remove or lessen the effect of that event of Force Majeure. The written notice referred to in the sentence above shall contain the full particulars of the event of Force Majeure including its nature and likely duration, a description of which obligations have been prevented or delayed and the nature and extent of the effects of the event of Force Majeure on such obligations. Events of “**Force Majeure**” are events that are beyond the reasonable control of a Party, which prevent such Party from performing any of its obligations under this Service Order, including but not limited to change in Law, war (whether declared or not), revolution, riots, insurrection, civil commotion, invasion, armed conflict, hostile act of a foreign enemy, acts of terrorism, sabotage, explosions, fires, radiation or chemical contamination, acts of God, plague or other serious epidemic, electricity supply interruptions and power failures and, solely in respect of Purchaser, strikes, work stoppages (or deteriorations), slowdowns or other labour actions affecting Purchaser; but excluding, in respect of Contractor: (i) any breakdown or failure in respect of Contractor’s machinery, equipment, materials or supplies (except where any such breakdown or failure is caused by another event or circumstance which is not excluded under this Section 21 but would otherwise fall within the definition of Force Majeure as set out herein); (ii) any strikes, work stoppages (or deteriorations), slowdowns or other labour actions directed solely at Contractor or solely involving its employees or Contractor Parties; (iii) any adverse effect of market conditions or any direct or indirect delay in obtaining, or failure to obtain, any labour, materials, equipment or other resources for the Services (except where any such delay or failure is caused by another event or circumstance which is not excluded under this Section 21 but would otherwise fall within the definition of Force Majeure as set out herein); (iv) any failure (financial or otherwise) or delay of any Contractor Party or employee of Contractor; or (v) any event or circumstance due to any error or defect arising out of the performance of the Services.

22. **General Matters:** (A) Contractor is an independent contractor and the relationship between Purchaser and Contractor under this Service Order does not constitute nor may it be construed as constituting a fiduciary relationship, a joint venture, contract of agency, partnership or employment. Contractor shall not represent or allow itself to be represented as an employee or agent of Purchaser. (B) This Service Order shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties. (C) No waiver of any breach of any term or provision of this Service Order is effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, is limited to the specific breach waived. (D) Each Section and paragraph of these Terms and Conditions is severable and, if one or more of the Sections or paragraphs are declared invalid, the remaining provisions will remain in full force and effect. (E) The exercise of any right or remedy under this Service Order is without prejudice to any other right or remedy which may be available to Purchaser by Law or under these Terms and Conditions. (F) With the exception of (a) damages arising as a result of a breach of Section 12 or as a result of fraud or wilful misconduct and (b) any liquidated damages that may be payable by Contractor in accordance with this Service Order, neither Party shall be liable to the other for any special, punitive, consequential and/or like damages (including loss of profits or loss of business). (G) All notices and other communication pertaining to this Service Order shall be in writing and shall be sent by courier to the other Party at the address set out in the Form or sent by electronic delivery to the fax number or e-mail address of such Party as set out in the Form. Such addresses and fax numbers may be changed in accordance with the provisions of this Section 22(G). Such notices and other communications shall be deemed to have been given on the date of the courier delivery or electronic transmission. (H) All headings in the Terms and Conditions are for convenience of reference only and shall not be used in the interpretation of any provision in the Terms and Conditions. (I) The terms of this Service Order, which expressly or by their nature are intended to survive the termination of this Service Order, shall survive such termination. (J) Words

importing: (a) any one gender include the other gender; (b) the singular include the plural and vice versa; and (c) persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and government authorities. (K) The use of the word “including” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it. (L) A reference herein to any legislation or legislative provision includes any statutory amendment or re-enactment of, or legislative provision substituted for, and any rules, regulations or notices issued under, that legislation or legislative provision. (M) The representations, warranties and covenants of Contractor in this Service Order shall survive the completion of the Services or the earlier cancellation of this Service Order for the benefit of Purchaser. (N) Any liquidated damages assessable or payable hereunder have been calculated as the Parties’ good faith estimates of the damages that Purchaser would incur as a consequence of Contractor’s failure to meet a specified deadline, and shall be payable by Contractor (as damages and not as a penalty) each day for so long as Contractor has failed to comply with the specified deadlines, as set forth in this Service Order. (O) The parties have expressly requested that this Service Order and all related documents be drafted in English only. *Les parties aux présentes ont demandé que la présente convention et tous les documents qui y sont afférents soient rédigés en anglais seulement.*

23. **Definitions:** The following terms used in these Terms and Conditions shall have the following meanings unless the context clearly otherwise requires:

- (A) **“Affected Party”** has the meaning set out in Section 21 hereof.
- (B) **“Affiliate”** has the meaning set out in the *Securities Act* (Ontario).
- (C) **“Business Principles”** has the meaning set out in Section 1(A) hereof.
- (D) **“Change Directive”** means a written instruction signed and issued by Purchaser directing Contractor to proceed with a change in the Services prior to Purchaser and Contractor agreeing upon adjustments, if any, in the Consideration and deadlines for the performance of the Services (or parts thereof).
- (E) **“Change Order”** means a written amendment to this Service Order signed by Purchaser and Contractor stating their agreement upon a change in the Services, the method of adjustment or the amount of the adjustment in the Consideration, if any, and the extent of the adjustment in any deadlines for the performance of the Services (or parts thereof).
- (F) **“Code of Conduct and Policies”** has the meaning set out in Section 1(A) hereof.
- (G) **“Consideration”** means the consideration payable by Purchaser to Contractor for the provision of the Services as detailed on the Form.
- (H) **“Contractor”** has the meaning specified on the Form.
- (I) **“Contractor Parties”** means Contractor’s contractors, Sub-contractors, carriers, freight forwarders, sub-suppliers, agents and representatives and any of their respective employees involved in the provision of the Services hereunder.
- (J) **“Created Intellectual Property”** has the meaning set out in Section 13 hereof.
- (K) **“Environmental Laws”** has the meaning set out in Section 1(C) hereof.
- (L) **“Facilities”** has the meaning set out in Section 11(D) hereof.
- (M) **“Final Transit”** has the meaning set out in paragraph 2(D)b of Schedule A hereof.
- (N) **“Force Majeure”** has the meaning set out in Section 21 hereof.
- (O) **“Form”** has the meaning set out in Section 1(A) hereof.
- (P) **“Insurance Policies”** has the meaning set out in Section 7 hereof.
- (Q) **“Intellectual Property”** includes domestic and foreign trade-marks, business names, trade names, domain names, trading styles, patents, trade secrets, software, industrial designs, integrated circuit topographies, mask works, documentation and copyrights, whether registered or unregistered, and all applications for registration thereof, and all goodwill associated with any of the foregoing, and inventions, formulae, recipes, product formulations, processes and processing methods, technology, techniques and know-how.
- (R) **“Laws”** means standards or guidelines approved by recognised industry bodies and all domestic or foreign laws, including any statute, subordinate legislation or treaty, and any guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a governmental authority having the force of law.
- (S) **“Liens”** has the meaning set out in Section 15 hereof.
- (T) **“Parties”** means both of Contractor and Purchaser; and **“Party”** means either one of them.
- (U) **“Permits”** has the meaning set out in Section 8(C) hereof.

- (V) **“Purchaser”** has the meaning specified on the Form.
- (W) **“Representatives”** has the meaning set out in Section 10 hereof.
- (X) **“Sales Tax”** means the taxes imposed under Part IX of the *Excise Tax Act* (Canada) and any other value-added or provincial sales taxes payable on the provision of the Services.
- (Y) **“Service Order”** has the meaning set out in Section 1(A) hereof.
- (Z) **“Services”** means the services to be provided to purchaser by Contractor as specified on the Form.
- (AA) **“Shipments”** has the meaning set out in paragraph 2(D)a of Schedule A hereof.
- (BB) **“Site”** has the meaning set out in Section 11(C) hereof.
- (CC) **“Sub-contractor”** means a sub-contractor appointed in accordance with Section 14 hereof.
- (DD) **“Supplement”** has the meaning set out in Section 1(A) hereof.
- (EE) **“Terms and Conditions”** has the meaning set out in Section 1(A) hereof.
- (FF) **“Warranty Period”** means the period of **[24 months]** commencing on the date that all of the Services to be performed under this Service Order have been completed or this Service Order is terminated, whichever shall occur first.

SCHEDULE A INSURANCE

1. Requirements:

(A) All coverages in the Insurance Policies shall be primary and any coverage Purchaser may have in any of its own insurance policies shall not be considered contributory.

(B) Contractor shall:

- (a) forthwith upon receipt of the Form and upon the renewal of any Insurance Policy, provide to Purchaser certificates of insurance for all Insurance Policies showing Contractor and Purchaser as insured persons where required and showing required waivers of subrogation and coverage set forth in this Schedule A. Such coverage shall include all Contractor's employees and their equipment and vehicles used at Purchaser's premises in connection with this Service Order, if any. Either such certificates will show all Contractor Parties as insured persons or Contractor will obtain certificates for the same required insurance from its Contractor Parties (including all required hold harmless agreements and waivers of subrogation), and provide same to Purchaser. The certificates will show that all insurers shall give Purchaser prior written notice of cancellation of any Insurance Policy. Should Contractor fail to take out and maintain said Insurance Policies or provide said certificates of insurance as and when required by this Service Order, Contractor will indemnify and hold harmless Purchaser for any loss suffered or incurred by Purchaser resulting from any shortfall in insurance; and Purchaser shall be entitled, at its discretion, to withhold any payments owing to Contractor until such time as Contractor provides the required certificates of insurance;
- (b) promptly notify Purchaser of any proposed amendment or any pending or actual non-renewal of any of the Insurance Policies which reduces the insurance coverage provided thereunder to less than what has been stipulated in this Schedule A, and shall not agree to any such amendment or non-renewal without first obtaining the approval in writing of Purchaser;
- (c) ensure that all conditions of the Insurance Policies are complied with at all times;
- (d) not do or omit to do anything which might impair the cover under the Insurance Policies or prejudice any claim thereunder and as soon as practical, notify Purchaser of any occurrence at Purchaser's premises of which it is aware that may give rise to a claim under any Insurance Policy and thereafter keep Purchaser informed of developments concerning the claim;
- (e) promptly notify Purchaser if the insurer gives notice of cancellation in respect of any Insurance Policy; and
- (f) immediately notify Purchaser of any event which may result in any of the Insurance Policies being cancelled.

2. Insurance Policies: In this Schedule A where a Section states that certain specified insurance policies must be serviced and maintained to cover a specified activity and neither Contractor nor any of its employees or Contractor Parties will be undertaking such specified activity pursuant to this Service Order, such specified policy shall not be a required Insurance Policy for the purposes of this Service Order.

(A) *Commercial General Liability Insurance:* not less than \$5,000,000 of commercial general liability insurance (inclusive of bodily injury and property damage), including Purchaser as an additional insured, covering bodily injury, death, and damage to property, including loss of use thereof and including, but not limited to the following: (a) products liability for all supplies and completed operations liability for all Services (completed operations shall be insured for a period of two years after final completion thereof, to the satisfaction of Purchaser, by Contractor); (b) where Contractor Parties are used, contingent liability with respect to sub-contractors and suppliers (Contractors and Owners Protective); (c) blanket written contractual coverage; (d) where non-owned automobiles are brought onto Purchaser's premises, non-owned automobile coverage; (e) personal injury coverage; (f) broad form occurrence property damage coverage; (g) where

employees of Contractor or any Contractor Party will be present at Purchaser's premises, employers' liability coverage; (h) cross liability or severability of interest clause; (i) where unlicensed equipment in the care, custody or control of Contractor or Contractor Parties is operated at Purchaser's premises, liability arising out of unlicensed equipment; (j) where blasting, demolition or underpinning work is being done, no XCU exclusion in policy; and (k) time element sudden and accidental pollution unless otherwise agreed in writing by Purchaser.

(B) *Automobile Liability Insurance:* If Contractor or any Contractor Party shall have any licensed vehicles entering Purchaser's premises in connection with this Service Order, automobile liability insurance in respect of all such licensed vehicles, including all owned and/or leased vehicles in the care, custody or control of Contractor and/or any Contractor Party with minimum limit of \$2,000,000 inclusive per occurrence and such other coverages and limits as prescribed by applicable Law. To the extent that this coverage includes damage to the owned, leased or operated vehicles of Contractor and Contractor Parties, it shall include a waiver of subrogation in favour of Purchaser and its Affiliates and their respective employees and contractors.

(C) *Insurance on Equipment & Temporary Buildings:* For any Contractor- or Contractor Party-owned, rented or leased equipment (including construction and mobile equipment), tools and temporary buildings brought onto the Purchaser's premises or transported or used in connection with this Service Order, "all risks" contractors' equipment insurance and transit insurance covering such assets. Each of Contractor and Contractor Party shall waive any claim for theft, loss or damage to such assets that it may have against Purchaser, and indemnify and hold Purchaser harmless for any claims brought by a third party with respect to such assets, including by any Contractor Party (including respective suppliers and/or lessors of such assets) and Contractor shall obtain and cause any Contractor Party to obtain a waiver of subrogation by all insurers in favour of Purchaser.

(D) *Risk and Transit Insurance:*

a. If Contractor has responsibility under this Service Order to arrange any shipments of goods or materials for or on behalf of Purchaser ("**Shipments**"), then in all cases (except for those Shipments noted in paragraph 2(D)b below), "all risks" property and cargo insurance on the replacement value of all goods to be furnished hereunder (including while on route to or from and while at, any consolidation point if any), until delivered to Purchaser's premises, and such insurance shall include the interests of Purchaser in such goods as they may appear, including where progress or instalment payments are made prior to delivery to Purchaser's premises or where Purchaser shall otherwise have title or risk of loss to any portion of such goods.

b. In the case of (1) specific Shipments of goods with a value or more than \$1,000,000 in the Shipment or (2) any marine Shipments to Raglan, Quebec on Purchaser's arranged ship, Purchaser shall arrange cargo insurance to cover the value of such goods for the final transit to Purchaser's premises from either Contractor's site or Contractor's consolidation point, as the case may be (the "**Final Transit**"). Such policy shall also cover Contractor's interest in such goods, if any, provided that Contractor shall warrant to advise Purchaser of, and arrange load and stow and discharge surveys on, all Shipments that are either:

- i. valued in excess of \$1,000,000;
- ii. oversized (exceeding at least one of the following dimensions: 15 M X 2.5 M X 2.5 M) or heavy lift (exceeding 20 tonnes gross weight);
- iii. shipped on deck (other than containerized cargo); and/or
- iv. critical to the on time completion of the work under this Service Order.

c. With respect to Shipments noted in paragraph 2(D)b of this Schedule A, any Shipment occurring prior to commencement of the Final Transit, Contractor shall arrange and maintain (either itself or through Contractor Parties) "all risks" property and cargo insurance on the replacement value of all goods to be furnished hereunder (including while on route to or at a consolidation point, if any), and such Insurance Policy shall include the interests of Purchaser in such goods as they may appear, including where progress or instalment payments are made prior to delivery to Purchaser's premises or where Purchaser shall otherwise have title to any portion of such goods.

(E) *Workers Compensation*: For any employees of Contractor or any Contractor Party entering Purchaser's premises, Contractor shall (and cause any Contractor Parties to), before such entry, qualify under, and satisfy, all applicable statutory workers compensation requirements for any jurisdiction in which the Services (or any portion of the Services) are to be performed. Where Contractor or a Contractor Party is exempt from workers compensation requirements, a letter to this effect signed by the Workers Compensation authority with jurisdiction over Purchaser's premises must be delivered to Purchaser, prior to the commencement of Services at such premises.

(F) *Aircraft and Watercraft Liability Insurance*: If Contractor or any Contractor Parties utilize any aircraft or watercraft in the performance of the Services, aircraft and/or watercraft liability insurance for owned or non-owned aircraft and/or watercraft used to limits of not less than \$10,000,000 inclusive per hull for bodily injury, death, and damage to property including loss of use and limits of not less than \$10,000,000 for aircraft passenger hazard.

(G) *Mechanical Floater Insurance*: If Contractor or any Contractor Parties utilize Purchaser's equipment in the performance of the Services, "all risk" property insurance coverage for physical damage to equipment supplied by Purchaser and in the care, custody or control of Contractor and/or Contractor Party with the deductible to be for the account of Contractor.

(H) *Errors and Omissions*: Contractor shall carry professional liability errors and omissions insurance in the amount of no less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate with insurers reasonably satisfactory to the Purchaser, such policy not to exclude any liability that could result from its professional errors or omissions in connection with the Services. Contractor shall be responsible for any deductible. If written on a 'claims made' basis, this coverage shall continue to be maintained following the termination of this Service Order to address future claims in connection with this Service Order.

DOCS 12963673v4