



General Conditions of Service

THESE GENERAL CONDITIONS OF SERVICE govern the work to be performed by the Bureau Veritas entity ("COMPANY"), as specified in the proposal (the "Proposal") prepared by COMPANY for the client set forth therein ("CLIENT") of which these General Conditions of Service are incorporated into and made a part thereof. The "Proposal" may also include, but not be limited to, scopes of work, analysis request forms, fee schedules and/or any other Exhibits specific to the project, as applicable, all of which shall be part of the Proposal. By accepting the Proposal, either expressly by signature or impliedly by authorizing the Company to commence work, CLIENT also agrees to be bound by these General Conditions of Service (the Proposal, these Terms and Conditions and any Order Form entered into between COMPANY and CLIENT (an "Order Form"), collectively, this "Agreement"). In case of inconsistency, the documents will prevail in the following order: (1) the applicable Order Form, (2) the Proposal and (3) these General Conditions of Service.

Agreement

1. **Initiation of Services:** All parties agree that any services performed by COMPANY for CLIENT shall be governed by this Agreement. No subsequent amendment to this Agreement shall be binding on either COMPANY or CLIENT unless reduced to writing and signed by an authorized Representative of COMPANY and CLIENT. Any pre-printed forms, including, but not limited to, purchase orders, shipping instructions or sales acknowledgment forms, of either party containing terms or conditions at variance with or in addition to those set forth herein shall not modify or vary the terms of this Agreement and such terms and conditions shall be void.

2. **Scope of Services:** COMPANY shall provide its services at the time, place, and in the manner specified in the Proposal (the "Services").

3. **Time of Performance:** COMPANY shall use commercially reasonable efforts in performing the Services under the terms and conditions of this Agreement. COMPANY shall not be responsible for failure to perform the Services if CLIENT causes delays in any way whatsoever, including but not limited to a failure or delay by CLIENT or its contractors (i) in providing COMPANY with the necessary access to properties, documentation, information, samples or materials; (ii) accepting the COMPANY's work on a timely basis. In any of these events, COMPANY's time for completion of the Services shall be extended accordingly.

4. **Safety Responsibilities:** If COMPANY provides a safety and health officer at a project site, COMPANY will advise CLIENT regarding deficiencies with respect to specifications and applicable regulations. COMPANY is not responsible for the failure of CLIENT or its agents to follow the recommendations of COMPANY's personnel. Where COMPANY provides a safety and health officer it shall be authorized to take measures on behalf of CLIENT that, in COMPANY's opinion, will maintain generally accepted health and safety standards for personnel at such project site.

5. **Compensation:** Compensation to be paid to COMPANY shall be in accordance with the fees set forth in the Proposal plus any applicable taxes; provided, however, such fees are subject to reasonable annual increases at COMPANY's discretion. COMPANY's employees shall not be retained as expert witnesses except by separate written agreement. CLIENT agrees to pay COMPANY's legal expenses, administrative costs for COMPANY to respond to any subpoena.

All amounts in the Proposal, invoice and other documents shall be in the currency identified in the Proposal, if no currency is listed then all amounts shall be in United States Dollars.

6. **Method of Payment:** COMPANY shall submit monthly billings to CLIENT describing the Services performed during the preceding month or as otherwise set forth in the Proposal or an Order Form. Unless otherwise set forth in the Proposal or an Order Form, CLIENT shall pay COMPANY no later than thirty (30) days after receipt of the monthly invoice by CLIENT. An invoice for required payment pursuant to the Proposal for any mobilization and/or initiation costs will be issued immediately upon acceptance of the Proposal.

If the invoice is not paid within such period, CLIENT shall be liable to COMPANY for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, COMPANY may, at any time, and without waiving any other rights or claims against CLIENT and without thereby incurring any liability to CLIENT, elect to terminate this Agreement immediately following written notice from COMPANY to CLIENT. Notwithstanding the termination of this Agreement, CLIENT shall pay COMPANY for all Services performed by COMPANY up to the date of termination plus all interest, termination costs and expenses incurred by COMPANY. CLIENT shall reimburse COMPANY for all costs and expenses of collection, including reasonable attorney's fees.

7. **Ownership of Documents:** All plans, studies, documents and other writings prepared by COMPANY, its officers, employees and agents and subcontractors for CLIENT in the course of providing the Services shall upon final payment to COMPANY become the property of CLIENT. CLIENT acknowledges that all intellectual property rights related to the performance of this Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of COMPANY and its affiliates, (collectively, the "**Rights**") are and shall remain the sole property of COMPANY or its affiliates and shall not be used by CLIENT, except solely to the extent that CLIENT obtains the prior written approval of COMPANY and then only in the manner prescribed by COMPANY. If COMPANY terminates this Agreement in accordance with the provisions herein, any such license granted by COMPANY to CLIENT shall automatically terminate.

COMPANY shall not be responsible for any loss, liability, damage, expense or cost arising from any use of COMPANY's analyses, reports, certifications, advice or reliance upon COMPANY's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in this Agreement. CLIENT understands and agrees that COMPANY's analyses, reports, certifications and services shall be used solely by CLIENT, and only CLIENT is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without COMPANY's written permission, then CLIENT agrees to defend and indemnify COMPANY from any claims or actions that are brought as a result of such reliance.

8. **Independent Contractor:** It is understood that COMPANY, in the performance of the Services, shall act as and be an independent contractor and shall not act as an agent or employee of CLIENT. COMPANY and its employees shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and COMPANY hereby expressly waives any claim it may have to any such rights.

9. **Standard of Care:** COMPANY REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN COMPANY'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY (THE "STANDARD OF CARE"). CLIENT ACKNOWLEDGES AND AGREES THAT COMPANY HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY COMPANY PURSUANT TO THIS AGREEMENT.

10. **Indemnity:** Subject to any limitation of liability set forth in this Agreement, COMPANY shall indemnify and hold harmless CLIENT from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from COMPANY's negligent performance of services or material breach under this Agreement. COMPANY shall not be obligated to defend CLIENT until there is an actual finding of negligence or if the parties agree otherwise. CLIENT shall defend, indemnify and hold harmless COMPANY, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: (i) related to, or caused by the negligence or willful misconduct of CLIENT, its employees, or agents; (ii) related to this Agreement or the Services to be performed by COMPANY for which COMPANY is not expressly responsible; or (iii) the expressed responsibility of the CLIENT under this Agreement.

11. **Limitation of Liability:** To the fullest extent permitted by law and notwithstanding any contrary provision contained in this Agreement, the total aggregate liability of COMPANY, its affiliates, employees, officers, directors and agents for all claims, including claims for negligent professional acts, errors or omissions arising out of this Agreement, is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

12. **Insurance:** COMPANY, at COMPANY's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers:

a. **Workers' Compensation Coverage:** COMPANY shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state or the province where the Services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to CLIENT in accordance with the policy provisions

b. **General Liability Coverage:** COMPANY shall maintain Commercial General Liability insurance in an amount not less than one million dollars United States Dollars (\$1,000,000 USD) per occurrence and two million United States Dollars (\$2,000,000 USD) in the aggregate for bodily injury, personal injury and property damage.

c. **Automobile Liability Coverage:** COMPANY shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of COMPANY employee arising out of or in connection with the Services, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million United States dollars (\$1,000,000 USD) combined single limit for each occurrence.

d. **Professional Liability Coverage:** COMPANY shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from COMPANY's services under this Agreement. The amount of this insurance shall not be less than one million United States dollars (\$1,000,000 USD) on a claims-made annual aggregate basis.

COMPANY shall name CLIENT as additional insured and other parties that it deems appropriate to be additionally insured under COMPANY's Commercial General Liability policy and Automobile Liability policy. The CLIENT, on its own behalf and on the behalf of any others that are named as additionally insured at CLIENT's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by COMPANY of any liability for the negligence or willful misconduct or any wrongful behavior on the part of CLIENT or others that are named additionally insured.

13. **Consequential and Punitive Damages:** Neither COMPANY nor CLIENT shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

14. **Cause of Action:** Unless prohibited by law, any cause of action brought under this Agreement shall be brought within one (1) year of the date the Service(s) giving rise to such cause of action is performed under this Agreement.

15. **Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, CLIENT and COMPANY shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and COMPANY within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the International Centre for Dispute Resolution then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

16. **Governing Law and Venue:**

a. With respect to Services being performed in the United States: This Agreement shall be governed by and construed in accordance with the laws of as defined in the Proposal, if no choice of law is provided in the Proposal, then this Agreement will be governed by the laws of the State of New York, United States of America, without giving effect to its principles or rules regarding conflicts of laws. The state and federal courts situated in New York County, New York and the Southern District of New York shall have exclusive jurisdiction to resolve any disputes with respect to this Agreement with each party irrevocably consenting to the jurisdiction thereof for any actions, suits or proceedings arising out of or relating to this Agreement.

b. With respect to Services being performed in Canada: This Agreement shall be governed by and construed in accordance with the laws of as defined in the Proposal. If no choice of law is provided in the Proposal, then this Agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario and any appellate court thereof, in any action or proceeding arising out of or relating to this Agreement.

17. **Releases:** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

18. **Waiver of Jury Trial:** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING BETWEEN THE PARTIES, WHETHER UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THE SERVICES.

19. **Third Party Beneficiary:** It is expressly understood and agreed that the enforcement of this Agreement shall be reserved to the CLIENT and COMPANY. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the CLIENT and COMPANY that any such person or entity, other than CLIENT or COMPANY, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

20. **Confidential Information:** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation for a period of three (3) years from the date of disclosure, provided, however, that with respect to trade secrets, each party shall be bound by this obligation until such time as such trade secret(s) remains protectable under applicable law. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If the party receiving confidential information (the "Receiving Party") is required to produce information by valid subpoena or Court order, the Receiving Party agrees to, to the extent permitted by law or applicable order, provide prompt notice to the party disclosing confidential information (the "Disclosing Party") in order to allow the Disclosing Party to seek a protective order or other appropriate remedy, at the Disclosing Party's sole cost. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. CLIENT agrees that COMPANY shall be permitted to use CLIENT's name and logos in COMPANY's marketing materials unless advised or prohibited against it by the CLIENT in writing. The technical and pricing information contained in any proposal or other documents submitted to CLIENT by COMPANY is to be considered confidential and proprietary and shall not be released or disclosed to a third party without COMPANY's written consent. CLIENT agrees that COMPANY shall have the right to collect and analyze data and other information relating to the provision, use and performance of COMPANY's Services, and COMPANY will be free (during and after the term of this Agreement) to (a) use such data and information to improve and enhance its services and for other development, diagnostic and corrective purposes in connection with COMPANY's services and other offerings, and (b) disclose such data and information solely in aggregate or other de-identified form.

22. **Assignment:** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, amalgamation, acquisition or consolidation by either party or an assignment to an affiliate of either party if such successor or affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

23. **Non-Solicitation:** To promote an optimum working relationship, CLIENT agrees in good faith that for the term of this Agreement and one year after the completion or termination of this Agreement not to directly or indirectly employ or otherwise engage any current employee of COMPANY or any former employee of COMPANY who left the employ of COMPANY within the six (6) months prior to and including the date of the execution of this Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by COMPANY. Therefore, in the event that CLIENT should breach this provision and without limiting any other remedy that may be available to COMPANY, the CLIENT shall pay to COMPANY a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

24. **Prevailing Wage:** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services COMPANY is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to COMPANY, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by CLIENT or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this Agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. CLIENT will reimburse, defend, indemnify and hold harmless COMPANY from any liability resulting from a subsequent determination that prevailing wage regulations cover the Services, including all costs, fines and reasonable attorney's fees.

25. **Samples:** If applicable to the Services being provided, all waste material, including samples which are not hazardous based on the analysis performed, resulting from or associated with the Services which requires disposal, shall be disposed of by COMPANY, its employees, agents and subcontractors in accordance with all applicable laws, orders, rules and regulations in effect within where the Services are performed and at unit prices defined in COMPANY price schedule. In the event that waste and contaminated material, including samples, is determined to be hazardous (based on the analysis performed by COMPANY), COMPANY shall return this material to either CLIENT at CLIENT's expense, or if CLIENT requests COMPANY to dispose of the hazardous material, it shall be at the actual cost plus COMPANY's handling and administration fee or the disposal cost as set out in the standard terms schedule, as the case may be. Unless otherwise set forth in the Proposal, COMPANY will retain samples for a minimum of 30 days from completion of analysis for no additional cost or as defined in the Proposal. Longer storage periods are available upon request, but additional charges may apply. COMPANY reserves the right to return unused portions of samples to CLIENT, at CLIENT's expense. COMPANY reserves the right to

analyze customer samples without consent as part of Quality Assurance/Quality Control procedures. COMPANY assumes no responsibility for samples or sampling supplies that are lost or delayed as a result of independent third party couriers. If required, Chain of Custody and/or Submittal forms ("COC") will be provided and must accompany samples to document the transfer of samples from the field to the laboratory. A signed COC provides authorization from CLIENT to COMPANY to proceed with the testing under this Agreement. Failure to sign the COC may result in delays of turnaround time or processing samples, or refusal to accept samples.

26. **Site Conditions.** Where applicable, it is understood and agreed that (i) COMPANY is not, and has no responsibility as an owner, handler, generator, operator, treater, storer, arranger, transporter or disposer of hazardous or toxic substances found or identified at the project site; and (ii) CLIENT shall undertake to arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at a site. CLIENT understands and acknowledges that (i) CLIENT may be requesting COMPANY to undertake services or work for the benefit of CLIENT involving the presence or potential presence of hazardous substances; and (ii) COMPANY may be exposed to claims arising out of, or involving actual, alleged, or threatened discharge, disposal or release or escape of hazardous or potentially hazardous pollutants, including, but not limited to, solid, liquid, gaseous or thermal irritants or contaminants including smoke, water, vapor, soot, fumes, acids, alkalies, chemicals, wastes, and waste materials, and CLIENT understands and agrees that COMPANY shall only be responsible for losses which directly result from COMPANY's negligence. CLIENT will grant to, or obtain for, COMPANY unimpeded access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, CLIENT will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that COMPANY must be allowed free access to the site.

27. **Force Majeure.** A delay in, or failure of, performance of COMPANY shall not constitute a default hereunder or give rise to any claim by CLIENT for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of COMPANY, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefor affecting (to a degree not presently existing) the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of COMPANY, and which, by the exercise of reasonable diligence, COMPANY is unable to prevent. If COMPANY is prevented from performing the Services for any reason, it shall promptly notify CLIENT in writing of the cause of such non-performance and the anticipated extent of the delay.

28. **Written Notification.** Any notice, request, instruction or other document required or permitted to be given under this Agreement will be in writing and will be given to: (i) CLIENT at its address set forth in the Proposal or to such other address as CLIENT provides to COMPANY in a written notice; and (ii) COMPANY at its address set forth in the Proposal or to such other address as COMPANY provides to CLIENT in a written notice, with a copy to the address set forth below. Each such notice, request, or other communication will be effective (a) if given by nationally recognized overnight courier or by certified mail, return receipt requested, with postage prepaid, addressed as aforesaid, in each case with electronic delivery tracking information available, upon receipt (and refusal of receipt shall constitute receipt), or (b) on the date sent if sent by email prior to 6:00 p.m. in the recipient's local time zone on a business day, and otherwise on the next business day, receipt confirmed in each case by affirmative response from the recipient; provided, that a party receiving notice by email pursuant to this Section shall confirm receipt (email confirmation being sufficient) promptly upon receipt and additionally upon request by the party sending such notice; and provided, further, that in all cases the time of confirmation shall not have any bearing on the effective time of such notice if such notice is otherwise sent in compliance with clause (b) of this Section.

With cc to: Bureau Veritas
Attention: Legal Department
16800 Greenspoint Park Drive, Suite 300S
Houston, TX 77060

29. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

30. **Termination.**

a. **Termination for Convenience.** Either party may terminate this Agreement other than by reason of default, at any time, by sending written notice pursuant to the terms of the Proposal or if the Proposal is silent with sixty (60) days advance notice of the termination date. Upon such termination, CLIENT shall pay COMPANY for the Services performed to and including the date of termination and other costs and expenses pursuant to this Agreement. In addition, CLIENT shall pay COMPANY for any materials, supplies or equipment which are in transit or under commitment; all other fees and expenses COMPANY incurs because of the termination; and if terminated by Client pursuant to this clause, a termination charge which, in the absence of agreement to the contrary, shall be ten percent (10%) of the amount which would be required to compensate COMPANY for completing the Services.

b. **Termination for Cause.** COMPANY may suspend the Services or terminate this Agreement for cause upon thirty (30) days written notice to CLIENT in the event CLIENT fails to substantially perform CLIENT's obligations under this Agreement. Such failure by CLIENT shall include, but is not limited to, the failure to make payments to COMPANY in accordance with the requirements of this Agreement. CLIENT may suspend the Services or terminate this Agreement for cause upon thirty (30) days written notice to COMPANY in the event COMPANY fails to substantially perform COMPANY's obligations under this Agreement. Such failure shall include, but is not limited to, COMPANY's failure to perform the Services under this Agreement in accordance with the Standard of C. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **Termination by COMPANY.** If COMPANY terminates this Agreement without cause, COMPANY will provide CLIENT with a four (4) month transition period from the notice of termination to allow CLIENT sufficient time to secure a new Service Provider. During this transition period, COMPANY and CLIENT's responsibilities under this Agreement will remain in full force and effect. At the end of the sixty (60) days transition period COMPANY will cease all activities. In the event CLIENT shall request COMPANY to continue to provide any Services beyond the expiration of the transition period, including any extensions, then COMPANY and CLIENT may negotiate in good faith terms of any such extension, including the pricing of Services.

31. **Business Ethics and Compliance.**

The Parties with reference to the negotiation, preparation, execution and performance of this Agreement, whether directly or indirectly, as well as any other related agreements warrant and represent:

- a. To undertake to abide by, and to take reasonable steps to ensure that personnel abide by, the principles contained in (i) [Company's Code of Ethics](#) and [Company's Business Partner Code of Conduct](#); and (ii) Applicable Laws relating to combating bribery and corruption, including, but not limited to, Japan's Unfair Competition Prevention Act, the Foreign Corrupt Practices Act of the United States of America, and the United Kingdom Bribery Act of 2010 (the "Anti-Bribery Laws and Obligations");
- b. They will not give, offer or promise to give, receive or agree to accept any payment, gift, or other benefit or advantage which violates the Anti-Bribery Laws and Obligations;
- c. They have given and implemented instructions to its personnel aimed at preventing any conduct in breach of the Anti-Bribery Laws and Obligations, and undertakes to continue effectively implementing such instructions for the entire duration of this Agreement;
- d. They have in place an effective and appropriate program for anti-corruption compliance aimed at preventing any conduct in breach of the Anti-Bribery Laws and Obligations, and undertakes to continue implementing such compliance program for the entire duration of this Agreement;

32. **Interpretation of Agreement.** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of agreement between CLIENT and COMPANY. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

34. **Severability of Agreement.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this Agreement, or (2) the enforceability or validity in other jurisdictions of that or any other provision of this Agreement.

35. **Survival.** The terms and conditions shall survive the termination of this Agreement to the extent necessary for the enforcement of the parties' rights and obligations hereunder.