

MARS CANADA, INC.
PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance of Offer. The Mars entity issuing this purchase order ("Buyer") hereby offers to purchase from the vendor named on the face hereof or elsewhere herein ("Seller") the products specified ("Specifications") on the face hereof or elsewhere herein ("Products") and/or the services described ("Descriptions") on the face hereof or elsewhere herein ("Services"), subject to the terms and conditions contained in this purchase order, including any and all attachments or exhibits hereto (collectively, the "P.O."). This offer will be deemed accepted by Seller (unless earlier withdrawn or modified by Buyer) upon (a) Buyer's receipt of written, telephonic or other telecommunication acknowledgment of this P.O. from Seller (in accordance with, and subject to, those additional terms and conditions under "Acceptance of Offer by Electronic Signature" appearing below, if applicable) or (b) at Buyer's option, Buyer's receipt of Products and/or Services from Seller. Any such acceptance will constitute Seller's acceptance of all the terms and conditions of this P.O. ACCEPTANCE OF THIS OFFER BY SELLER IS LIMITED TO THE PROVISIONS OF THIS P.O. NO ADDITIONAL OR DIFFERENT PROVISIONS PROPOSED BY SELLER WILL APPLY. BUYER DEEMS SUCH PROVISIONS TO BE A MATERIAL ALTERATION AND, AS SUCH, BUYER HEREBY OBJECTS TO AND REJECTS ANY SUCH ADDITIONAL OR DIFFERENT PROVISIONS PROPOSED BY SELLER. The terms and conditions contained in this P.O., together with any additions or revisions mutually agreed to in writing by Seller and Buyer, will constitute the entire agreement and understanding of Seller and Buyer with respect to the purchase and sale of the Products and/or Services and will supersede all prior or contemporaneous oral or written understandings relating thereto. Acceptance of Offer by Electronic Signature. IF THIS P.O. IS DELIVERED TO SELLER BY ANY ELECTRONIC MEANS, THE PERSON IN RECEIPT OF THIS P.O. ON BEHALF OF SELLER ("YOU") REPRESENTS, WARRANTS AND AGREES AS FOLLOWS. The term, "Electronic Signature" means an electronic symbol attached to or logically associated with the P.O. and executed or adopted by a person with the intent and authorization to sign this P.O., including, without limitation, the person's name typed on the signature line of the P.O. followed by the signature designation "/s/" (e.g. "John Doe /s/") or an exchange of e-mails or other electronic messages between the parties to which the parties attach this P.O. and in which they state they agree to its terms and conditions. You agree that You will not accept, on behalf of Seller, the terms of this P.O. by Electronic Signature or by any other method of acceptance described herein ("Acceptance Method") until You have read the P.O. terms and conditions. By accepting this P.O. by Acceptance Method), You are (A) agreeing on behalf of the Seller that the Seller shall be legally bound by the terms and conditions of this P.O.; (B) personally representing and warranting that You are duly authorized to bind the Seller to the terms and conditions of this P.O.; (C) agreeing on behalf of the Seller that the words "sign" or "execute" (and all other similar terms) that appear in the terms and conditions of this P.O. shall be deemed to include the act of accepting this P.O. by Acceptance Method and (D) acknowledging on behalf of the Seller for all purposes in all transactions and correspondence between the Seller and Buyer relating to the P.O., that acceptance by Acceptance Method, has the same force and effect as a signed agreement.

2. Prices.

2.1 Pricing. Prices are to be exactly as quoted or acknowledged at the time of this P.O. Freight, express charges, and any other charges ("Charges") shall only be made when pre-authorized by Buyer; otherwise Buyer may, at its option, refuse to pay these additional Charges. When freight or express charges are prepaid and charged to Buyer's account on the invoice, if requested by Buyer the invoice shall be accompanied by receipted freight or express bill or similar documentary evidence of expense incurred bearing Buyer's P.O. number. Seller certifies that the prices specified in this P.O. are as low or lower than prices quoted by Seller to any other customer purchasing the same type and/or quantity of Goods and/or Services.

2.2 Tax. Prices are exclusive of applicable sales taxes unless otherwise indicated. Where prices are exclusive of sales taxes, Buyer shall pay applicable sales taxes on price to Seller upon receiving an invoice from Seller that complies with the documentary requirements under applicable sales tax legislation. Seller's invoicing Buyer for any tax or fee shall constitute a warranty that Seller (a) is duly registered with the agency(s) that levies the tax or fee, (b) has been assigned the applicable taxation number(s) inserted by Seller in the applicable section of the P.O., and (c) will pay such tax or fee to the appropriate agency on behalf of Buyer. If Seller does not remit the tax or fee to the appropriate agency(s) in a timely fashion, and/or if the same tax or fee is subsequently assessed by the agency(s) against Buyer, Seller shall reimburse Buyer for all amounts of tax or fee Buyer has remitted to Seller to date and Seller shall defend, indemnify and hold harmless Buyer against all losses, penalties, interest and expenses (incl. legal fees) incurred in connection therewith.

3. Payment Terms. Unless otherwise stated in this P.O. and subject to those provisions regarding acceptance set forth in Paragraph 7 below, Buyer will pay all amounts due hereunder within sixty (60) days of the later of: (a) Buyer's receipt of Seller's reasonably detailed invoice for this P.O. (such invoice to separately state applicable taxes and other charges) or (b) Buyer's receipt of the Products and/or Services ordered under this P.O. Buyer may withhold or set off from any amounts due or claimed to be owed by Seller to Buyer for any reason whatsoever. Seller agrees to furnish to Buyer upon request, prior to any payment by Buyer hereunder, release(s) of any and all lien(s) relating to the Products and/or Services, such release(s) to be satisfactory in form and substance to Buyer. Each party will be responsible for payment of all governmental fees and taxes, if any, imposed upon such party with respect to this P.O.

4. Delivery and Performance. Seller will deliver all Products to the place(s) and at the time(s) specified in this P.O. Seller will perform all Services at the place(s), in the manner and at the time(s) specified in this P.O. Time is of the essence with respect to delivery of Products and/or performance of Services under this P.O. Seller expressly acknowledges that Buyer may schedule operations and incur obligations to third parties in reliance on Seller's timely delivery and performance hereunder and that Buyer may sustain substantial losses by reason of any failure of Seller with respect thereto. In the event Seller is or will be unable to timely deliver Products and/or perform Services under this P.O., it will immediately notify Buyer of same. In such event, or the event that Products are not timely delivered and/or Services are not timely performed under this P.O., without prejudice to any other rights of Buyer relating thereto, Seller will provide expedited delivery and/or performance as requested by Buyer at Seller's sole expense. At Buyer's option, any Products delivered prior to scheduled date of delivery under this P.O. may be (a) returned by Buyer to Seller, at Seller's risk and expense, or (b) retained by Buyer until the scheduled delivery date, at Seller's risk, or (c) accepted by Buyer in accordance with Paragraph 7 below.

5. Packing and Shipment. Unless preferred packing method is noted in this P.O., all Products will be packed for shipment in a manner suitable for optimum protection, handling and storage of the Products and for shipment to secure the lowest practicable transportation and insurance rates consistent with timely delivery and carrier's requirements. Unless otherwise specified in this P.O., Seller will ship by the most appropriate method. Each Products shipment will be accompanied by a separate packing sheet describing the Products shipped and each delivered container will be labeled and marked to identify contents without opening. All Seller documentation relating to this P.O. will bear the Purchase Order Number appearing on the face of this P.O. Products shipped C.O.D. without Seller's prior written consent will not be accepted. Unless Buyer is notified in writing and agrees in writing to a substitution prior to shipment, Seller shall supply Products and/or Services exactly as specified by Buyer in Specifications and/or Descriptions. Buyer shall have the right to return all off-Specification Products at Seller's expense.

6. Risk of Loss and Destruction of Goods. All risk of loss or damage in connection with Products delivered to Buyer hereunder will be borne by Seller until such time as Buyer has accepted such Products in accordance with Paragraph 7 below, provided, that such risk of loss or damage will continue to be borne by Seller with respect to any Products with respect to which Buyer has revoked its acceptance hereunder. Title to Products will pass to Buyer upon receipt of the Products at the designated destination. If the Products ordered are destroyed prior to title passing to Buyer, Buyer may, at its option, cancel the P.O. or require delivery of substitute Products of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Products is partial, Buyer will have the right, at its option, to require delivery of Product not destroyed.

7. Acceptance.

7.1 Acceptance testing/Evaluation. After delivery has commenced or occurred and notwithstanding any prior payment, Buyer shall have a commercially reasonable time to inspect and conduct tests regarding Products and to evaluate any performance of the Services. Such acceptance tests shall meet the criteria and be conducted according to procedures set forth in any appendix to this Contract. If no such appendix is attached, the acceptance test shall be a commercially reasonable test for Products and Services of the type tested. The decision as to whether such tests satisfactorily demonstrate that the Products and/or Services conform to the Specifications and/or Descriptions shall be in the reasonable discretion of Buyer. Buyer's written acceptance is the sole effective method of acceptance; in no event will payment, use of a portion of the Products for the purpose of testing or any indication of acceptance (other than written acceptance) expressed or implied by law, trade usage or course of dealing be deemed to constitute

acceptance. If any Products fail to meet any aspect of Seller's warranties with respect thereto or otherwise breach the terms and conditions specified in this P.O., Buyer will have the right, at its sole option, to reject or conditionally accept such Products and any other Products included in the same shipment. Upon conditional acceptance of any Products by Buyer, Buyer will have the option of either (i) notifying Seller of such conditional acceptance, whereupon Seller will promptly take, at Seller's sole expense, any and all steps or actions necessary or appropriate to cure the nonconformity or defect to the satisfaction of Buyer, and upon any failure by Seller promptly to take such steps or actions or satisfactorily to cure such nonconformity or defect, Buyer will have the right to revoke its conditional acceptance and reject such Products; or (ii) undertaking itself, at Seller's sole expense, any actions or steps which in Buyer's judgment will cure such nonconformity or defect, but a failure by Buyer to take such actions or steps or to effect such a cure will in no way prejudice, impair or operate to defeat in any way Buyer's rights to revoke its conditional acceptance and reject such Products nor will any such actions or steps by Buyer in any way invalidate any of Seller's warranties with respect to such Products. Acceptance of any single tender of a specific Good or Service will not be deemed to be an acceptance of subsequent tender of similar Products or Services, even if such subsequent tender is identical in all respects. In no event will Buyer bear the risk of loss or damage with respect to any Products until Buyer's unconditional acceptance thereof.

7.2 Rejection. If at any time any delivered portion or shipment of Products and/or Services materially fails to conform to the Specifications, Descriptions, other terms and conditions of this Contract, or are otherwise defective, or deficient under this Contract or applicable law ("Material Non-conformities"), Buyer may reject and return such portion or shipment at Seller's expense and obtain a full refund for such rejected Products, or withhold payment until Services are performed in accordance with the P.O., without affecting Seller's continued obligations under this P.O.

FAILURE OF BUYER TO REJECT ANY PORTION OF THE PRODUCTS AND/OR SERVICES SHALL NOT CONSTITUTE A WAIVER OF ITS LEGAL RIGHTS (INCLUDING THE RIGHT TO REVOKE ACCEPTANCE) IF BUYER SUBSEQUENTLY DISCOVERS SUCH PRODUCTS AND/OR SERVICES ARE DEFICIENT OR DEFECTIVE. ANY PREVIOUS ACCEPTANCE BY BUYER OF SIMILAR PRODUCTS OR SERVICES SHALL NOT CONSTITUTE A WAIVER OF OR DEFENCE AGAINST BUYER'S RIGHT TO REJECT ANY FUTURE PRODUCTS OR SERVICES.

7.3 Remedies for Rejection. Upon rejection of the Products and/or Services under Section 7.2, Buyer may ship the Products back to seller C.O.D and require the Seller promptly to repair or replace the Material Non-conformities at Seller's expense. If Seller is unwilling or unable to do so within a commercially reasonable period of time, then Buyer may contract with another vendor to make the necessary corrections and Seller will be liable for reasonable costs of such corrections.

8. Revocation of Acceptance. Buyer will have the right to revoke its acceptance of and reject any and all Products and/or Services which fail to meet any aspect of any warranty set forth in this P.O. or of any other term and condition of this P.O., where such failure becomes known to Buyer only after Buyer's acceptance of such Products and/or Services and was not reasonably discoverable by Buyer prior thereto. Buyer's rights and remedies, with respect to and as a result of any such rejection, will be the same as if Buyer had rejected such Products and/or Services prior to Buyer's acceptance thereof.

9. Stop Work, Cancellation or Termination. If Seller breaches any warranty or fails to comply fully with any of the terms and conditions of this P.O. or its obligations hereunder, or becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or becomes the subject of any dispute with a labor organization involving or affecting Buyer, Buyer will have the right, but not the obligation, to immediately cancel or terminate this P.O., in whole or in such part, without any liability to Buyer whatsoever except with respect to Products previously delivered and Services previously rendered to and accepted by Buyer in accordance with the terms of this P.O., the amount of any such liability to be governed by and determined in accordance with the terms of this P.O. Either party may terminate this Contract by notice to the other if the other party becomes insolvent, makes a general assignment for benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily otherwise. Buyer will also have the right to (a) delay, for a reasonable period of time, any and all delivery and/or performance dates under this P.O. or (b) otherwise terminate or cancel this P.O. in whole or in part at any time, in each case upon at least seven (7) days prior written notice to Seller. Upon

any termination or cancellation of this P.O. by Buyer, (x) Seller will immediately discontinue performance hereunder and will use its best efforts to mitigate costs and damages resulting therefrom, and (y) the amount payable by Buyer to Seller will be equitably adjusted provided that such adjustment will not include any allowance to Seller for Products or Services not received by Buyer, unabsorbed overhead or anticipated profits. Upon any termination or cancellation of this P.O., Seller will promptly return to Purchaser any and all advance payments made by Buyer with respect to Products or Services rejected or not received by Buyer, with interest thereon for the period during which Seller held such advance payments at the annual rate of interest announced from time to time by Citibank, N.A. in New York, New York, as its prime or base rate. All warranties of Seller in this P.O., Buyer's rights under Paragraph 10, the indemnification provisions of Paragraph 18 and the confidentiality provisions of Paragraph 20 each will survive any cancellation or termination of this P.O.

10. Buyer's Rights Upon Default. Upon any default or breach by Seller described in Paragraph 9 above, without prejudice to any other right Buyer may have, Buyer will have the right, without prior notice to Seller, at Buyer's option immediately (a) to suspend payment to Seller in whole or in part until such default or breach is cured and (b) to cover by contracting to purchase goods and/or services, by making any reasonable purchase of goods and/or services, or by taking such other action as is, in the sole judgment of Buyer, necessary, reasonable, expedient or beneficial, and Seller will pay and be liable for any and all costs, expenses or damages, including without limitation, incidental and consequential expenses or damages, arising out of, or incurred by Buyer in connection with, such action without regard to any expenses Buyer saved or may have saved in consequence of Seller's default or breach.

11. Warranties.

11.1 Seller warrants and represents that any Products provided shall be satisfactory to Buyer, merchantable, fit for their intended purpose, in conformance with the Specifications and Descriptions of Buyer (including Buyer's quality control standards), free from any defects in design, workmanship and materials, and in the case of any packaging materials, shall have no taste taint or microbiological or other contamination. The Seller further warrants that all Products (and the packaging and containers thereof) will be manufactured, certified, and labeled in accordance with all applicable laws, requirements and standards, and, if constituting a health, or other hazard, in such a manner so as to provide adequate warning of any and all such hazards to persons whose use or handling of, or contact with such Products may be reasonably foreseen. The Services provided shall be at a level of quality equal to the highest standards of Seller's trade, profession or industry. Seller shall perform, in a proper and reasonable manner, its obligations herein using labour with appropriate skills. Seller further warrants that it has and is conveying to Buyer clear and marketable title to any Products and that it is in compliance with all applicable laws, rules and regulations relating to Products and Services provided and with this P.O. Nothing herein shall be deemed or construed to limit any other conditions or warranties, express or implied, available to Buyer under applicable law. Each of the foregoing warranties of Seller will survive delivery and/or performance and will not be deemed waived by reason of Buyer's inspection or acceptance of, of any payment for, any Products or Services, and will extend to Buyer, its assignees and/or other transferees. Such warranties of Seller will be in addition to, and will not limit in any way, any warranties of additional scope given by Seller or arising by law. Seller will make available to Buyer in full any and all warranty benefits relating to Products and/or Services (or any component thereof) available to Seller from its suppliers and subcontractors.

11.2 If Seller Processes any Personal Data, Seller further represents and warrants as follows:

The following terms shall have the meanings set out below:

“Data Subject” means a living individual who is the subject of any of the Personal Data;

“Data Privacy Legislation” means all laws and regulations, in any country of the world, which protect the privacy rights of individuals, in so far as those laws and regulations apply to the Processing of personal data in connection with this Agreement, including without limitation data protection legislation enacted by the EU and EU Member States, US federal and state laws relating to data privacy, and similar measures;

“Data Security Breach” means been (1) any unauthorized access to or acquisition of data that compromises the security, confidentiality or integrity of Personal Data, or (2) any unauthorized disclosure of, access to or use of any Personal Data, or (3) any unauthorized intrusion into systems containing Personal Data resulting in unauthorized access or access in excess of authorization

“Personal Data” shall mean any information which relates to an identified or identifiable living individual which is processed by Seller for the purposes of performing Seller’s obligations under this P.O. (and for this purpose an identifiable individual is one who can be identified, directly or indirectly, (i) from that information or (ii) from that information and any other information which is in the possession of, or likely to come into the possession of, the entity controlling the Processing of that information);

“Processing” shall mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;

11.2.1 Seller shall (a) comply with applicable Data Privacy Legislation, and use all reasonable endeavors to assist Buyer in its own compliance with Data Privacy Legislation; (b) not do, or cause or permit to be done, anything in relation to the information provided to or processed by them which may result in a breach by Buyer of any applicable laws, regulations, regulatory requirements, or the Data Privacy Legislation; (c) Process the Personal Data in accordance with Buyer’s documented instructions (unless otherwise required by applicable law, in which case Seller shall inform Buyer of that legal requirement before carrying out the required Processing, unless that law prohibits such information on important public interest grounds); (d) put in place measures to ensure that any employees who have access to Personal Data do not process Personal Data except on instructions from Buyer, unless required to do so by EU or EU Member State law and that any employees who have access to Personal Data are reliable and have committed themselves to confidentiality; (e) adopt all reasonable recommendations which Buyer may make concerning measures, programs and procedures to be adopted to ensure ongoing compliance with the data privacy provisions of their agreement(s), including any company policies which Buyer may have regarding information security which will be communicated to Seller; (f) neither disclose the Personal Data to any other body (including any subcontractor) nor subcontract any of their duties without Buyer’s prior express agreement in writing, which must be governed by EU Member State law to the extent that the agreement relates to European Personal Data, and which imposes on the subcontractor the same obligations that Seller is bound to herein, including obligations to allow inspection and audit of their Processing activities. Any consent Buyer gives for subcontracting will not relieve the Seller of any liability for the performance of their obligations under any agreement in connection with services provided; (g) provide Mars with a copy of the Personal Data or (at Buyer’s option) destroy it; and (h) upon termination of Seller’s provision of services relating to Personal Data, delete or return all the Personal Data to Buyer and delete any existing copies of the Personal Data, save where applicable law requires Seller to retain copies of such data.

11.2.2 If Seller receives a request from Data Subject in connection with his/her own Personal Data or any request and/or complaint regarding Buyer’s obligations under the Data Privacy Legislation, Seller shall assist Buyer as follows: (a) promptly notify Buyer if they receive such a request from a Data Subject to have access to Personal Data or exercise any other applicable Data Subject rights, or if they receive any other complaint or request relating to Buyer’s obligations under the Data Privacy Legislation; (b) assist Mars insofar as possible in responding to any such complaint or request; and (c) assist Buyer insofar as possible in responding to any such complaint or request, including, without limitation: (i) where authorized by Buyer, by allowing Data Subjects to have access to their Personal Data or to have that Personal Data corrected, deleted, or blocked within the relevant time frames set out by applicable law; (ii) by providing Buyer with any information Buyer requests relating to the Processing of Personal Data under this P.O.; and (iii) by providing Buyer with any Personal Data Seller holds in relation to a Data Subject.

11.2.3 Seller shall not transfer Personal Data from the European Economic Area or relating to residents of the European Economic Area to any location outside the European Economic Area unless Buyer has consented to such transfer and such transfer complies and continues to comply with the requirements for international data transfers under EU Data Privacy Legislation, or such transfer is required by EU or EU

Member State law to which a Seller is subject. In such a case, the Seller shall inform Buyer of that legal requirement before carrying out the required Processing, unless that law prohibits such information on important public interest grounds.

11.2.4 In addition, to other obligations set forth herein, if EU Personal Data is transferred from a Buyer entity located in the United States to Seller, Seller shall (a) only process the Personal Data in accordance with Buyer documented instructions and the consent provided by the Data Subjects whose Personal Data Seller is Processing; (b) provide the same level of protection as the Privacy Shield Principles over the Personal Data Buyer transfer to Seller and notify Buyer if Seller no longer meets this obligation; (c) cease Processing or take reasonable and appropriate steps to remediate any inability to meet Seller's obligations under 11.2 of this P.O., and (d) assist Buyer in responding to individuals whose Personal Data Buyer transferred to Seller when they exercise their rights under the Privacy Shield.

11.2.5 If Buyer is required by the Data Privacy Legislation to carry out a Privacy Impact Assessment in relation to the services provided by Seller, the Seller will provide Buyer with such support and information as Buyer may reasonably require in carrying out such assessment.

11.2.6 Seller shall (a) implement and maintain appropriate technical and organizational measures to ensure the security and protection of Personal Data, taking into account the nature and sensitivity of the information to be protected, the risk presented by Processing, the state of the art, and the costs of implementation, in compliance with applicable Data Privacy Legislation; (b) permit Buyer to inspect to inspect and audit Seller's Processing activities under this P.O.; (c) comply with all reasonable requests or directions by Buyer to enable Buyer to verify and/or procure that they are in full compliance with their obligations in connection with services provided by them to Buyer; (d) immediately inform Buyer if in Seller's opinion one of Buyer's instructions infringes data protection provisions of the European Union or an EU Member State; (e) keep in force the security measures described in Seller's answers to *Buyer's online vendor security assessment questionnaire* ("*Seller Security Assessment*"). Seller warrants that such answers are true and accurate and understand that it might have to *re-attest to its responses on an annual basis*. Where European Personal Data is Processed, such security measures shall meet the requirements of the applicable Data Privacy Legislation; and (f) promptly notify Buyer of any reason why they cannot or are not likely to be able to comply with the security provisions in this paragraph, in which case Buyer shall, at its sole discretion, be entitled to suspend or terminate the provision of any services provided by Seller.

11.2.7 Seller shall immediately notify Buyer if Seller knows, discover or reasonably believes that Data Security Breach has occurred; and in the event of a Data Security Breach, (a) immediately investigate, correct, mitigate, remediate and otherwise handle the Data Security Breach; (b) provide information and assistance needed to enable Buyer to evaluate the Data Security Breach and, as applicable, to provide timely notices and information to relevant regulators; and (c) reimburse Buyer for the reasonable expenses that Buyer may incur as a result of such Data Breach caused by Seller's acts or omissions or those of any of Seller's authorized subcontractors,

12. Compliance with Applicable Law and Nondiscrimination.

12.1 Seller warrants that its production, manufacture, packaging, sale, distribution, installation and pricing of any and all Products and its performance and pricing of any and all Services are in full compliance with all applicable federal, state, local and foreign laws, regulations, rules and ordinances. Seller will obtain and maintain in full force and effect all licenses, permits and other authorizations required to comply with such laws, regulations, rules and ordinances and will promptly furnish copies thereof to Buyer upon request.

12.2 Seller covenants and agrees that Seller and its subcontractors will not discriminate against or harass any employees or applicants for employment because they are female, a member of a racial minority, a person with particular religious beliefs, an aboriginal or a person with a disability or on the basis of any ground of discrimination or harassment prohibited under applicable federal or provincial human rights or employment equity legislation. Seller expressly warrants that Seller has complied and will comply with (i) all applicable employment and labour standards legislation; (ii) all applicable human rights or employment equity legislation; (iii) all applicable workers' compensation legislation; (iv) all applicable occupational health and safety legislation; (v) the Canada Pension Plan

Act and regulations thereunder; (vi) the Employment Insurance Act; and all other applicable laws relating to the employees of Seller.

13. Infringement. Seller warrants that neither any Products nor the performance of any Services infringes any patent, copyright, trademark, service mark, trade secret, or other third party rights of any nature whatsoever. Seller will hold harmless and indemnify Buyer, its affiliates, successors, assigns and customers (and their respective employees, directors and officers), and users of any Products and recipients of any Services, from any and all expenses, liabilities and loss of any kind (including, without limitation, court costs and attorneys' fees) arising out of or in connection with any charges, claims, suits or actions alleging any such infringement or violation; provided that the foregoing will not apply in cases where (a) Seller's compliance with specifications prescribed by and originating with Buyer constitutes the sole basis of such charge, claim, suit or action, (b) Seller has informed Buyer thereof as soon as practicable and (c) Buyer has been given a reasonable opportunity to take complete control of the defense or settlement thereof.

14. Intellectual Property Rights. All materials, service deliverables, plans, data, designs, specifications, ideas, work papers, reports, artwork, ad copy, computer programs, software, inventions, discoveries, processes or other items of any nature whatsoever developed, created, produced, received and/or distributed by Seller in connection with the delivery of Products or Services under this P.O., whether or not patentable or copyrightable and whether or not reduced to writing or other physical form, excluding standard Products manufactured by Seller and sold to Buyer without having been designed, customized or modified for Buyer (collectively, "Work Product"), will be the sole and exclusive property of Buyer; will be deemed Buyer's Confidential Information for the purposes of Paragraph 20 below; and may be used by Buyer (in whole or in part) in such manner as Buyer may determine, in its sole discretion. Seller will promptly disclose all Work Product to Buyer. Seller expressly waives all legal, equitable and moral rights in the Work Product and acknowledges that any such Work Product shall be deemed to be and/or treated as "work in the course of employment" pursuant to subsection 13(3) of the Copyright Act (Canada). Seller agrees to assign, grant and convey to Buyer all its rights, title and interest in and to all Work Product pursuant to this P.O. and Seller agrees to waive all moral rights to such Work Product and/or obtain from Seller's employees or commissioned independent contractors and its employees, a waiver of moral rights to such Work Product as applicable. Seller shall, at Buyer's expense, execute at a future date any further documentation that may be necessary to perfect the Buyer's ownership of any Work Product created by Seller hereunder. Seller shall not submit an application for copyright or other registration for Work Product created by Seller hereunder.

15. Seller's Reports and Data. At Buyer's request, Seller will promptly furnish to Buyer any and all test reports, data, other similar materials utilized in the production of the Products or performance of the Services.

16. Conduct on Buyer's Premises. At all times at which Seller's employees, agents, representatives and subcontractors are on Buyer's premises, Seller will cause such persons to fully comply with Buyer's "On Site Rules of Conduct for Outside Contractors", which is incorporated by reference into this P.O. (a copy of which has been or will be furnished to Seller upon request), and with all other reasonable instructions or directions of Buyer.

17. Labeling. Seller warrants that all Products (and the packaging and containers thereof) will be labeled in accordance with all applicable labeling laws, requirements and standards, and, if constituting a health, poison, or other hazard, in such a manner so as to provide adequate warning of any and all such hazards to persons whose use or handling of, or contact with, such Product may be reasonably foreseen.

18. Indemnification.

Seller shall indemnify and hold harmless Buyer, its divisions, subsidiaries, parent and corporate affiliates, and its owners, shareholders, officers, directors, employees, agents, successors, and assigns (hereinafter, the "indemnified Party") against any and all claims, losses, damages, expenses, fees (including without limitation, all fines, penalties, court costs, and legal costs) and liabilities (including strict, statutory and regulatory liabilities) regardless of the form of action brought against Buyer other than any claims, losses, damages, expenses or liabilities due solely to the negligence or willful misconduct of any Indemnified Party, arising from or in connection with, but not limited to, (1) claims for bodily injury or death, personal injury, advertising injury or property damage (including theft) arising from any act, omission or negligence of Seller; (2) any claim for infringement of any intellectual property rights

(including patents, trade secrets, copyright and trademarks) or for misuse of proprietary information related to any Products or services sold, provided or used by Seller; (3) the violation or threatened violation by Seller of any law, rule or regulation of any government agency or authority (including but not limited to, any environmental law related to contamination by or the release or threat of release of any hazardous or toxic substance, waste or pollutant into any environment medium); (4) any claim arising out of Seller's acts or omissions relating to any obligation with respect to Seller's employees or subcontracts; (5) Seller's breach of any warranty, representation, agreement or other provisions of this P.O.; and (6) any other act, omission or negligence of Seller in connection with its performance of this P.O. Seller's obligation to indemnify any Indemnified Party will survive the expiration or termination of this P.O. by either party for any reason. Each party shall promptly notify the other party of the existence of any claim, demand or other action giving rise to a claim for indemnification under this Section. Buyer shall at all times have the absolute right to control the defense of any such claim using its own counsel and the Seller will be responsible for the payment of all expenses of such defense. Upon the express written request of Buyer, Seller shall conduct the defense of any action against Buyer arising under this P.O. including the employment of counsel reasonably acceptable to Buyer and the payment of all expenses of such defense. Unless otherwise expressly so provided, this indemnity shall not be limited by any insurance coverage obtained or required to be obtained by Seller or any limits of liability or limits on the type of damages with respect thereto. All references to "Seller" in items (1) through (6) of this Section shall be deemed to include Seller's shareholders, officers, directors, employees, agents, invitees, contractors, subcontractors, or any person or entity within Seller's direction or control.

19. Insurance.

Seller is responsible for obtaining and maintaining in full force and effect, at its own expense, workers' compensation (where applicable), employer's liability, business automobile liability, commercial general liability insurance, product/completed operations coverage, and umbrella liability insurance with limits of not less than Cdn\$2,000,000, unless otherwise specified herein. The Seller's commercial general liability and umbrella liability insurance policies shall include contractual liability and shall have an AM Best Rating of A-VII or better or equivalent by respective rating agency include all defense costs including but not limited to legal costs, court costs, and other similar costs and expenses. Coverage shall be maintained insuring Seller and Buyer against all liabilities including without limitation claims asserted by or on behalf of employees, invitees, officers, owners, directors, contractors, subcontractors, or agents. It is understood and agreed that any insurance limits shall not be construed as a limitation on Seller's liability. All insurance policies maintained by Seller (except workers' compensation) shall include Buyer as an "additional insured" in connection with this P.O., and each policy shall have the effect of insuring each person, firm or corporation insured hereunder in the same manner and to the same extent as if a separate policy had been issued to each. Buyer shall not be deemed to fall within the definition of an "insured" for purposes of any bodily injury to employee exclusions that may exist within the Seller's policy, and Seller will provide an endorsement to this effect if so requested. All insurance maintained by Seller shall be primary to, and not contributory with, any which may otherwise be available to Buyer. All insurance required hereunder shall be obtained through insurers reasonably satisfactory to Buyer. If requested, Seller shall provide a certificate of insurance as evidence of all insurance policies satisfying the terms and specified minimum limits in the form prescribed by the relevant authorities. Seller shall be responsible for paying any deductible and self-insured retention required under the above described insurance policies. If SUPPLIER has a contract with MARS, the limits in the contract will be required instead of above.

20. Confidential Information and Publicity. Buyer and Seller each agree that during the term of this P.O. and thereafter (a) it will use Confidential Information (as defined below) belonging to the other and disclosed hereunder solely for the purpose(s) for which it was disclosed hereunder and (b) it will not disclose such Confidential Information belonging to the other to any third party (other than its employees and/or advisors reasonably requiring such Confidential Information for purposes of this P.O. who are bound by obligations of nondisclosure and limited use at least as stringent as those contained in this P.O.) without the express prior written consent of the other party. Each party will be responsible for breaches of this Paragraph 20 by its employees, contractors and agents. For purposes of this P.O., "Confidential Information" means, with respect to either party, all confidential information in oral, written, representational or physical form relating to the business of such party or its Affiliates (including, but not limited to, trade secrets, financial data, customer and Seller lists, product formulae, marketing plans, know-how and similar information) which is not at the relevant time (a) known to the public through no act or omission in violation of this P.O., (b) furnished to the receiving party by a third party having no confidentiality obligation to the disclosing party and having the lawful right to do so or (c) known to the receiving party prior to disclosure

hereunder (as established by written documentation thereof). Each party will promptly return to the other upon request any Confidential Information and other documents and materials of the other party then in its possession or under its control. Buyer and Seller further agree that except as required by law, they will not publicly announce or otherwise disclose the terms of this P.O. without the express prior written consent of the other. Neither party will use the name, trademarks or trade names of the other (and with respect to Buyer, the names, trademarks and trade names of Buyer, Incorporated or any of its subsidiaries, Affiliates or divisions) in any customer list, promotional materials or otherwise without the other's express prior written consent.

An individual will not be criminally or civilly liable for disclosing a trade secret if it was disclosed: 1) to any government official or attorney in confidence directly or indirectly for the sole purpose of reporting or investigating a suspected violation of law; 2) in a complaint or other document filed in a lawsuit or other proceeding if filed under seal; or 3) to an attorney or used in a court proceeding in a retaliation lawsuit if any document containing a trade secret is filed under seal and is not disclosed except pursuant to court order.

21. Relationship of Parties. The parties will act as independent contractors hereunder. In no event will Seller have any authority to bind Buyer to any third party in any manner whatsoever. In no event will any employee, subcontractor or agent of Seller be considered an employee, subcontractor or agent of Buyer. Seller will be solely responsible for complying with all tax and employee protection laws. Seller assumes full responsibility for the actions of its employees, subcontractors and the employees of any such subcontractors in providing Products or performing Services under this P.O. Seller will be responsible for its employee's supervision, daily work direction and control, payment of salary (including, but not limited to, withholding of taxes and social security payments), workers' compensation, disability benefits and the like.

22. Assignment; Subcontractors. This P.O. will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Seller will not assign, subcontract or otherwise transfer any of its rights or obligations under this P.O. without the express prior written consent of Buyer. Any subcontractor approved by Buyer in accordance with this Paragraph 22 will be required to execute a written acknowledgement that it has read and will abide by the terms and conditions of this P.O. as if such subcontractor were a Seller party hereto.

23. Remedies. All remedies available to either party for breach of this P.O. are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be deemed an election of such remedy to the exclusion of other remedies. In the event of any breach or threatened breach of the provisions of this P.O. by either party, the other party will be entitled to seek appropriate injunctive and/or equitable relief in addition to its remedies at law, without posting any bond.

24. Governing Law.

This P.O. shall be interpreted, construed, and enforced in accordance with the laws of the Province of Ontario and the applicable laws of Canada. However, the Sale of Goods Act (Ontario) and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this P.O.

25. Anticorruption.

The parties (i) shall comply with all applicable laws concerning public or commercial bribery, money laundering, and other corrupt practices, and (ii) may not offer, pay, promise to pay, give, or authorize the payment of any money or anything else of value to anyone in order to improperly influence the recipient or to secure an improper advantage in connection with any transaction related to this P.O.

13. Limitation of Liability. Notwithstanding any other provision of this Agreement, neither Party (nor any of their respective affiliates) will be liable to the other Party or any other person or entity for any indirect, incidental, special, punitive, or exemplary damages of any kind (including loss of profits or revenues) incurred by such other Party (nor any of their respective affiliates) resulting from or in any way connected with the performance of its obligations under this Agreement, even if advised of the possibility thereof. **THE LIMITATION OF LIABILITY IN THIS SECTION 13 SHALL NOT APPLY: (1) WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; (2) TO A PARTY'S (INCLUDING ITS AFFILIATES' OR CONTRACTOR/AGENT'S) GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT; OR (3) DAMAGES ARISING FROM BREACHES OF CONFIDENTIALITY.**

14. Miscellaneous

14.1 Recalls

In the event any Products are the subject of a recall (which includes safety notices) or other action required to bring Products into compliance with the P.O. (whether initiated by Buyer, Seller, or a government or consumer protection agency), Seller shall be responsible for all reasonable costs and expenses associated with the recall, notice or action ("recall expenses") except to the extent that such recall expenses are the direct result of Buyer's negligence or unlawful conduct. Seller shall promptly reimburse Buyer for such reasonable costs and expenses incurred by Buyer related to the recall, notice or action, including costs of recalling, shipping and/or destroying the Products (and where applicable, any products with which the Products has been packaged, consolidated or commingled), including refunds to any customers and Buyer's net landed cost of unsold Products.

14.2 Instructions to Contractors

Seller acknowledges that it has read, and will abide by the "On Site Rules of Conduct for Contractors" which are incorporated by reference into this P.O., in addition to all other reasonable instructions or directions of Buyer. This obligation applies to Seller's employees, agents, representatives and subcontractors.

14.6 Language

The parties declare that they have required that this agreement and any documents relating thereto be drawn up in the English language. Les parties aux presentes déclarent qu'elles ont exigé que cette entente et tous les documents y afférent soient rédigés en langue anglaise.

14.7 Code of Conduct. Seller has had an opportunity to review Mars' supplier code of conduct, a current version of which can be found at <https://www.mars.com/global/about-us/policies-and-practices/supplier-code-of-conduct>