

Schedule F – IO

Applicable to performing Services in connection with Infrastructure Ontario

1. Interpretation

- 1.1. This Schedule is incorporated into and made part of the Agreement.
- 1.2. In the event of any inconsistency between or within the Agreement and this Schedule, this Schedule shall override and supersede to the extent of any inconsistency.
- 1.3. To the extent that services are provided in respect of BGIS’s client, Ontario Infrastructure and Lands Corporation, its affiliates or a Province Client (“IO”), or any facilities owned or occupied by IO or a Province Client, this Schedule shall apply.

2. Definitions

The following words and terms used in this Rider have the following meanings:

- 2.1. “**Applicable Law**” means (a) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or civil law, rule, municipal by-law, order or other requirement (including a requirement arising at common law or civil law) having the force of law, including, for greater certainty, those related to the issuance of Permits, Licenses and Approvals and any building codes or (b) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law, as they may be amended, restated, and re-enacted from time to time.
- 2.2. “**Approved**” or “**Approval**” means, with respect to any document, budget or action to be taken, that such document, budget or action has received the written approval of an authorized representative of BGIS, in BGIS’s sole discretion.
- 2.3. “**BGIS**” means BGIS Global Integrated Solutions Canada LP.
- 2.4. “**Commercial Electronic Messages**” means commercial electronic messages as defined in CASL, or any equivalent concept in any amended or successor legislation.
- 2.5. “**Confidential Information**” means any and all material, data or information of IO or any of its affiliates or Province Clients, licensors or service providers which has or shall come into the possession or knowledge of Supplier or its affiliates, licensors or service providers in connection with or as a result of entering into or performing pursuant to the Agreement, including material, data or information concerning IO’s past, present or future customers, suppliers, intellectual property, or business. For the purposes of this definition, “material”, “data” and “information” includes know-how, inventions, works of authorship, trade secrets, processes, business rules, tools, business processes, techniques, programs, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, equipment configurations, system access codes and passwords, written materials, compositions, drawings, diagrams, computer programs, studies, works in progress, visual demonstrations, ideas,

concepts, and other data, in oral, written, graphic, electronic, or any other form or medium. Notwithstanding the foregoing, “Confidential Information” does not include material, data or information which is:

- (a) publicly available when it is received by or becomes known to Supplier, or which subsequently becomes publicly available through no fault of Supplier (but only after it becomes publicly available);
- (b) already known to Supplier at the time of its disclosure to Supplier and is not known by Supplier to be the subject of an obligation of confidence of any kind;
- (c) independently developed by Supplier without any use of or reference to the Confidential Information and which such independent development can be established by evidence that would be acceptable to a court of competent jurisdiction; or
- (d) received by Supplier in good faith without an obligation of confidence of any kind from a third Person who Supplier had no reason to believe was not lawfully in possession of such information free of any obligation of confidence of any kind, but only until Supplier subsequently comes to have reason to believe that such information was subject to an obligation of confidence of any kind when originally received,

provided, however, that all IO Personal Information shall constitute Confidential Information notwithstanding (a) through (d) above.

2.6. “**EMSB**” means the former Emergency Management and Security Branch of the Ministry of Government Services, which is now referred to as the Security Services and Contingency Planning Branch, or any successor thereof.

2.7. “**Financial Offense**” means any criminal or penal offence under Applicable Law related to tax evasion, money laundering, bank or insurance frauds, credit card fraud, terrorist activities or financing, theft of sums of money or other property (including theft of intellectual property), breach of trust or of fiduciary duties; piracy; computer crimes/software piracy, stock market manipulations, securities regulation, failure to hold permits, licenses or approvals related to financial, investment or brokerage services; financial scams or any other offences of like nature.

2.8. “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F-31, as amended, and any successor legislation thereto, and all regulations thereunder.

2.9. “**Good Industry Practice**” means using standards, practices, methods and procedures to a high commercial standard, conforming to Applicable Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a professional, qualified, skilled and experienced service provider within and outside Supplier's industry engaged in a similar and well managed type of undertaking in North America under the same or similar circumstances.

2.10. “**Governmental Authority**” means:

- (a) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- (b) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (c) any court, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and
- (d) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association,

in each case having jurisdiction over a Party, any aspect of the performance of the Agreement, the Services or the facilities.

2.11. **“Handle”** means to access, receive, collect, use, modify, transmit, store, process, record, disclose, transfer, retain, dispose of, destroy, manage or otherwise handle. **“Handling”** has a meaning correlative thereto.

2.12. **“IO Information”** means all IO Personal Information and any and all data, materials and information that (i) was provided, collected or generated as part of the use or operation of the deliverables provided hereunder or the provision of the Services or in order to comply with any Applicable Law in respect of the Agreement; or (ii) otherwise became known to Supplier as a result of the provision by Supplier of the Services; or (iii) was otherwise provided as part of or in connection with the Agreement.

2.13. **“IO Policies”** or **“Policies”** means the policies, procedures and standards of IO or the Ontario government, as applicable and amended from time to time, listed in Section 3.5, or otherwise communicated to Supplier by BGIS, as such documents may be amended, restated, supplemented or replaced from time to time by IO.

2.14. **“Permits, Licences and Approvals”** means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorizations to be obtained by Supplier in accordance with the Agreement, and all necessary consents and agreements from any third parties, needed to perform the Services in accordance with the Agreement.

2.15. **“Person”** is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, Governmental Authorities and the executors, administrators or other legal representatives of an individual in such capacity.

2.16. **“Personal Information”** means any information about an identifiable individual (as contemplated by Privacy Laws) that is Handled by Supplier in the course of and as a result of performing Supplier’s obligations under the Agreement.

2.17. “**Privacy Law**” means any federal, provincial or other applicable statute, law or regulation, or any order or decision of any Governmental Authority relating to Handling of information about an identifiable individual, including FIPPA and other equivalent legislation.

2.18. “**Privacy Requirements**” means Privacy Law, Section 4.6, and any written policy of IO relating to privacy that is provided to Supplier from time to time.

2.19. “**Prohibited Act**” means:

(a) offering, giving or agreeing to give to IO or any Governmental Authority or to any person employed by or on behalf of IO or any Governmental Authority or to any representatives, agents or consultants of IO or any Governmental Authority, or to any family member of such person, any gift or consideration of any kind as an inducement or reward:

1. for doing or not doing, for having done or not having done, any act in relation to the obtaining or performance of the Agreement or any other agreement with IO or a Governmental Authority in connection with the Services or the facilities;
2. for showing or not showing favour or disfavour to any person in relation to the Agreement or any other agreement with IO or a Governmental Authority in connection with the Services or the facilities;

(b) entering into the Agreement or any other agreement with IO or any Governmental Authority in connection with the Services or the facilities for which a commission or a fee has been paid or has been agreed to be paid by Supplier or by any Supplier Resource, or on their behalf or to their knowledge, to IO or any Governmental Authority or to any person employed by or on behalf of IO or a Governmental Authority, or to any family member of such person, unless before the relevant agreement is entered into particulars of any such commission or fee have been disclosed in writing to IO;

(c) breaching or committing any offence under any Applicable Law in respect of corrupt or fraudulent acts in relation to the Agreement or any other agreement with IO or a Governmental Authority;

(d) defrauding or attempting to defraud or conspiring to defraud IO or a Governmental Authority in relation to the Agreement or any other agreement with IO or a Governmental Authority;

(e) committing illegal acts;

(f) failure to comply with the requirements set out in Article 5 (Security Clearance Procedures); or

(g) if IO, acting on the direction of EMSB, determines that any information obtained from a Security Clearance Check or update is incompatible with:

1. the performance of the Services in accordance with the terms of the Agreement;
2. the safety of IO employees, Province Clients or the public;

3. the reputation of or public confidence in IO;
4. the security of revenue, equipment or any other property of IO; or
5. the confidentiality and integrity of Confidential Information;

and, in any such case, Supplier fails to remove the party causing such issue from the IO account within five (5) days following written notice thereof from IO.

2.20. **“Province Client”** means such entities that IO is authorized or directed to provide services by His Majesty the King in Right of Ontario and as IO may designate from time to time.

2.21. **“Relevant Conviction”** means:

- (a) any offence:
 1. that is of moral turpitude (being, conduct which is morally reprehensible or intrinsically wrong as determined by IO, in its sole and unfettered discretion, and includes, by way of example, offences such as theft, perjury and vice crimes) or involving acts of violence, in Canada or elsewhere; or
 2. for which a record exists under the *Criminal Records Act* (Canada); and
 3. in respect of which the conviction remains in effect at the relevant time and is one for which a pardon has not been granted; or
- (b) any Financial Offence or offence otherwise designated as a Relevant Conviction by IO from time to time and is one for which a pardon has not been granted.

2.22. **“Representative”** means, with respect to a Party, a director, officer, employee, agent, solicitor, accountant or other advisor or representative of such Party or any of its affiliates.

2.23. **“Restricted Person”** means any Person who (or any member of a group of Persons acting together, any one of which):

- (a) (i) is subject to any economic or political sanctions imposed by Canada or Ontario, or (ii) has, directly or indirectly, its principal or controlling office in a country that is subject to any economic or political sanctions imposed by Canada or Ontario;
- (b) is, or has been, involved in the illegal manufacture, sale, distribution or promotion of narcotic substances or arms, or is or has been involved in terrorism;
- (c) in IO’s reasonable opinion, the reputation, type and quality of business and business history of the person is not satisfactory and would undermine the reputation, integrity of, or the public confidence in, IO;
- (d) in the case of an individual, he or she (or in the case of a legal entity, any of the members of the board of directors or its senior executive managers) has been convicted of a criminal offence or a Financial Offence, has been sentenced to imprisonment or otherwise given a custodial sentence (other than a suspended sentence) for any criminal offence (other than minor

traffic offences or misdemeanours) or Financial Offence less than 5 years prior to the date at which the determination of whether the person falls within this definition is being made;

(e) has as its primary business the acquisition of distressed assets or investments in companies or organizations which are or are believed to be insolvent or in a financial standstill situation or potentially insolvent;

(f) is subject to any material claim of IO or the Government of Ontario in any proceedings (including regulatory proceedings) which have been concluded or are pending at the time at which the determination of whether the person falls within this definition is being made and which (in respect of any such pending claim, if it were to be successful) would, in IO's view, in either case, be reasonably likely to materially affect the ability of Supplier to perform its obligations under the Agreement;

(g) is a person who is ineligible to contract with IO or other Governmental Authorities pursuant to Applicable Law; or

(h) has (or anyone employed by or acting on behalf of such person has) committed a Prohibited Act or has a Relevant Conviction.

2.24. **"Security Clearance Check"** means:

(a) confirmation of compliance by an individual who is or would become a Supplier Resource to the security clearance processes established in IO Policies;

(b) a written declaration provided by an individual disclosing any and all unresolved charges and any and all previous convictions of such individual under the offence provisions of federal statutes, including, the *Criminal Code* (Canada), for which a pardon under the *Criminal Records Act* (Canada) has not been granted;

(c) a police record check through the Canadian Police Information Centre (CPIC) and provincial and municipal police force records for information about the individual in relation to:

1. convictions under the offence provisions of federal and provincial statutes, including the *Criminal Code* (Canada), for which a pardon under the *Criminal Records Act* (Canada) has not been granted; and
2. findings of guilt in relation to federal statutes for which a court has granted a discharge; and
3. charges laid under the offence provisions of any federal statutes that are unresolved; and
4. records of judicial orders in effect made in relation to the offence provisions of federal statutes;

(d) a police records check in other jurisdictions in IO's sole discretion; and

- (e) a driving records check, in the case of an individual performing Services which involve the operation of a motor vehicle.

2.25. **“Sensitive IO Confidential Information”** means drawings, plans, schematics, specifications, designs, security information, safety information, operational plans and operational data relating to correctional facilities, ministers’ offices, Queen’s Park and courthouses, and all such other Confidential Information or other information identified by IO or BGIS to Supplier as sensitive Confidential Information.

2.26. **“Services”** means all services and deliverables provided by Supplier to BGIS described in the Agreement and any services, functions, processes and responsibilities, whether or not specifically described in the Agreement, that are required for, incidental to, implied by, or inherent in the proper performance and delivery of the services and deliverables described in the Agreement.

2.27. **“Supplier”** means the party that has entered into the Agreement with BGIS.

2.28. **“Supplier Party”** means any of Supplier, its affiliates, or any of their respective directors, officers or employees or agent (including all Supplier Resources).

2.29. **“Supplier Personnel”** means Persons (including all relevant grades of supervisory staff) employed by, engaged as independent contractors, or otherwise engaged by Supplier in the provision of the Services.

2.30. **“Supplier Resources”** means: (i) Supplier Personnel; and (ii) subcontractors and suppliers, along with all Persons (including all relevant grades of supervisory staff) employed by, engaged as independent contractors, or otherwise engaged by subcontractors and suppliers in the provision of the Services.

3. Duties and Responsibilities of Supplier

3.1. Standard of Care

- (a) Supplier shall at all times, when providing the Services and discharging its obligations under the Agreement, act diligently, promptly, prudently, honestly, faithfully and in the best interests of IO and its facilities and in accordance with Good Industry Practice.

3.2. Compliance with Applicable Law

- (a) Supplier shall perform its obligations under the Agreement in compliance with all Applicable Law. If there is a conflict among two or more Applicable Law, the most stringent shall apply to the provision of Services by Supplier. Supplier shall fully inform itself of all Applicable Law in effect and shall take all necessary steps to comply with Applicable Law.

- (b) If Supplier provides any Services that involve the planning, managing or delivery of Commercial Electronic Messages, Supplier will comply with (i) CASL as it may be amended from time to time, (ii) any other applicable rules and regulations of any similar or replacement body with authority to administer and enforce CASL under or relating to CASL; and (iii) any additional obligations related to the sending of commercial electronic messages agreed upon between the parties. **“CASL”** means, collectively, *“An Act to promote the efficiency and adaptability of the*

Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-Television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, S.C. 2010, c. 23”, and, for greater certainty, its associated regulations including, (a) the Electronic Commerce Protection Regulations (CRTC); (b) the Electronic Commerce Protection Regulations (Industry Canada); and CASL Guidance. “CASL Guidance” means all guidance relating to CASL published by the CRTC and Industry Canada, including all guidelines, all compliance and enforcement information bulletins, all enforcement advisories, all regulatory impact analysis statements, all compliance and enforcement decisions and all undertakings entered into with the CRTC.

3.3. Workmanship

(a) Supplier and all Supplier Resources and other Persons employed, engaged or otherwise used by Supplier in providing the Services, shall use only good quality materials and workmanship in accordance with IO Policies (which for greater certainty includes Good Industry Practice), the levels applicable to the Services, and the operations processes, manuals and other requirements established from time to time by IO and as such may be amended or replaced from time to time.

3.4. Permits, Licences and Approvals

(a) Supplier shall: (i) obtain, maintain, and, as applicable, renew all Permits, Licences and Approvals which may be required for the performance of the Services; and (ii) comply with all Permits, Licences and Approvals in accordance with their terms. If Permits, Licences and Approvals have requirements that may impose any conditions, liabilities or obligations on IO, Supplier shall not obtain such Permits, Licences and Approvals without the prior Approval of BGIS.

3.5. Compliance with IO Policies

(a) At all times during the Term, Supplier shall perform its obligations under the Agreement in compliance with all IO Policies. BGIS will use commercially reasonable efforts to communicate to Supplier the IO Policies it may have that are relevant to any Services. Supplier will use commercially reasonable efforts to continuously inquire from BGIS if IO Policies exist for any Services for which they are likely to exist. Supplier will request from BGIS, IO Policies relevant to any Services of whose existence it becomes aware at any time. Without limiting the generality of the foregoing, Supplier will cooperate and assist, and will cause all other Supplier Resources to cooperate and assist IO to comply with IO Policies.

(b) IO may amend, add new requirements, or make exceptions to any IO Policies, in its sole discretion, from time to time. Supplier shall use commercially reasonable efforts to stay updated on the most recent and updated IO Policies and continuously enquire from BGIS if IO has amended, added new requirements, or made exceptions to any IO Policies.

(c) Supplier shall provide the Services in compliance with the following IO Policies:

No.	POLICIES
	DOCUMENT NAME
A	Administrative Policies:
1	Infrastructure Ontario CAD Standards and Guidelines
2	Infrastructure Ontario Conflict of Interest and Confidentiality Policy
3	Infrastructure Ontario Corporate Style Guide
4	Travel, Meal and Hospitality Expenses Directive
5	Ontario Public Service COVID-19 Safe Workplace Directive
B	Cultural and Natural Heritage Policies:
1	Ministry of Infrastructure Heritage Identification and Evaluation Process
2.1	Ministry of Tourism and Culture Standards & Guidelines for Conservation of Provincial Heritage Properties
2.2	Ministry of Tourism, Culture and Sport Standards & Guidelines for Conservation of Provincial Heritage Properties – Information Bulletin 3: Heritage Impact Assessments for Provincial Heritage Properties
3	Ministry of Tourism and Culture Standards & Guidelines for Consultant Archaeologists
4	Technical Field Guide (TFG) for Infrastructure Ontario Service Providers and Qualified Respondents of the Natural Heritage Services Source List
C	Data Management and Records Retention Policies:
1	Digital and Data Directive, 2021
2	Governance and Management of Information and Data Assets Directive
3	Infrastructure Ontario Records Management Policy
4	Management of Recorded Information Directive
D	Energy Management Policies:
1	Infrastructure Ontario Energy Project Measurement & Verification Guidelines
2	Infrastructure Ontario LEED Guideline
3	Ministry of Infrastructure - Green Facilities Procedural Manual
4	Ministry of the Environment, Conservation and Parks - A Made-in-Ontario Environmental Plan
5	Ministry of Infrastructure - Ontario Facilities Energy Reporting Directive
E	Environmental Management Policies:
1	Ministry of Infrastructure Public Work Class Environmental Assessment (Office Consolidation)
2	Ministry of Government and Consumer Services Government Property Class Environmental Assessment
F	Facility and Realty-Related Policies:
1	A Guide to Waste Audits and Waste Reduction Work Plans for Construction and Demolition Projects
2	Guidelines for Barrier-Free Design of Ontario Government Facilities
3	Infrastructure Ontario Asbestos Management Program
4	Infrastructure Ontario Building Systems Commissioning Guideline
5	Infrastructure Ontario Building Systems Design Guidelines
6	Infrastructure Ontario Workplace Environment Guideline
7	Ontario Builds Real Estate Project Signage Template
8	Real Estate Inventory Dictionary
9	Realty Directive
10	The Ministry of Attorney General Design Standards Architectural Assessment
11	Vacant Building Guideline
G	Financial Policies:
1	Corporate Management Directive - Non-Tax Revenue
2	Ministry of Labour – Ontario’s Fair Wage Policy
3	Tangible Capital Assets Policy
H	Procurement Policies:

1	Infrastructure Ontario Vendor Reference Policy
2	Ontario Infrastructure and Lands Corporation Procurement Policy
I	Security-Related Policies:
1	Contractor Security Screening Operating Policy
2	Government of Ontario Information Technology Standards (GO-ITS) 25.18
3	Infrastructure Ontario Video Surveillance Policy
4	Infrastructure Ontario Workplace Security Policy
5	Ontario Public Service (OPS) Physical Security Operating Policy

4. Confidentiality and Personal Information

4.1. Subcontractors and Suppliers

(a) Supplier shall ensure that all Supplier Resources who have access to IO Information comply with the requirements imposed on Supplier under this Article and will include in its contracts with such Persons, requirements that are at least as stringent as those set out in this Article. For greater certainty, Supplier shall be responsible for any non-compliance with this Article arising out of any action or omission of any Supplier Resource (including, for greater certainty, subcontractors or suppliers).

4.2. Segregation of IO Information

(a) Supplier shall keep all hard copies of IO Information, physically secured and physically segregated from any data of Supplier, subcontractors, suppliers or their respective customers. Supplier shall keep all electronic IO Information logically segregated from any data of Supplier, subcontractors, suppliers or their respective customers.

4.3. Compliance with Privacy Law

(a) Notwithstanding any other provision of the Agreement, Supplier shall have no rights in or to any Personal Information, and shall only Handle Personal Information if that Handling is:

1. directed or consented to by IO in writing;
2. necessary to achieve the purposes of that direction or consent;
3. in accordance with the Privacy Requirements; and
4. for the purposes of and benefit of IO (and not for Supplier's own purposes); and

shall perform its obligations under the Agreement in a manner that shall enable IO to comply with Privacy Laws.

(b) Supplier shall appoint an individual from among its Supplier Personnel (the “**Supplier Privacy Officer**”) who shall be responsible for records management, access to information and protection of privacy matters with regards to all Personal Information, and for ensuring that Supplier complies with the terms of this Section 4.3 and other provisions of the Agreement that relate to Personal Information.

(c) Supplier shall ensure that all Supplier Resources engaged in the performance of the Services that may Handle Personal Information have received sufficient training in privacy compliance so as to ensure they are aware of relevant obligations hereunder regarding the Handling of Personal Information.

(d) Supplier shall promptly give BGIS written notice:

1. if it believes that any practice or procedure in which it is engaging in the course of providing the Services contravenes the Privacy Requirements;
2. upon becoming aware of the loss, theft, or unauthorized access, disclosure, copying, use, modification, destruction, loss of integrity or unavailability of any Personal Information;
3. upon becoming aware of any actual or potential breach of its security, including systems security or the physical security of its premises or equipment, that could have an impact on the security, integrity or availability of Personal Information; or
4. if it receives any privacy-related complaints in relation to the Services.

Any such written notice shall describe the particulars of the foregoing, and of the steps it proposes to take to address the foregoing and prevent its re-occurrence.

(e) If Supplier receives a request, pursuant to Privacy Laws, for access to or correction of Personal Information from any person other than IO or BGIS, Supplier shall promptly (and no later than three (3) Business Days from receiving such request) refer such request to BGIS and shall respond to any such request only by making reference to such referral.

(f) If IO or BGIS notifies Supplier that it requires assistance in investigating or responding to any request, inquiry or complaint with respect to Personal Information (whether or not first received by Supplier), Supplier shall cooperate with IO and/or BGIS by:

1. furnishing IO or BGIS, as directed, with the Personal Information and/or information concerning Supplier's Handling of that Personal Information, including responding, if requested to do so by IO or BGIS, to any request by an individual, any inquiry by a Governmental Authority and/or any complaint – all as soon as possible and in any case with a view to ensuring that IO is able to meet any applicable deadlines under Privacy Law;
2. updating, correcting or deleting any Personal Information, or modifying an individual's choices with respect to the Handling of his or her Personal Information, within five (5) Business Days from the date upon which the request was made by IO or BGIS in writing; and
3. co-operating in the conduct of any investigation by any Governmental Authority or any court proceedings arising out of a complaint or alleged breach of Privacy Requirements relating to the Handling of Personal Information, including attending

hearings and assisting in securing and giving evidence and obtaining the attendance of witnesses.

(g) Supplier shall promptly provide information and assistance to IO or BGIS, that IO requires for assessments relating to the Services, including without limitation, any privacy impact assessments and threat risk assessments requested by IO or independently conducted by Supplier.

(h) Supplier shall provide to IO access to its hardware, software, systems and Supplier's facilities as required to enable IO to comply with its obligations under Applicable Law with respect to IO Personal Information.

(i) Supplier shall cooperate and comply with any requests or instructions issued by any Governmental Authority, including the Information and Privacy Commissioner of Ontario, having jurisdiction over IO or any Personal Information.

(j) Supplier shall provide BGIS with an updated list of all Supplier Resources that have had or may have access to IO Personal Information.

(k) IO or a person appointed by IO or by a Governmental Authority may, in addition to any other rights of inspection they may have, at any reasonable time during regular business hours and on reasonable prior notice to Supplier, visit and inspect any location from which Supplier accesses, uses and/or stores Personal Information, to examine all equipment used, and all records maintained, in connection therewith (and to make copies of such records), to question Supplier's personnel (including any subcontractors and suppliers), and otherwise to audit and verify, both physically and electronically, compliance by Supplier with the Privacy Requirements. Supplier shall permit and provide reasonable and prompt assistance with any of the foregoing and shall maintain appropriate information to facilitate the conduct of same. IO shall have no duty to make any such visit, inspection, examination, audit or verification and shall not incur any liability or obligation by reason of doing or not doing so.

4.4. Confidentiality

(a) Supplier agrees that it, and any Person to whom it makes available any Confidential Information, shall not Handle Confidential Information for any purpose during and following the Term, other than as permitted under this Schedule.

(b) Supplier agrees that it shall take all reasonable measures to protect all Confidential Information in its possession or control from loss, theft or unauthorized access, use or disclosure and the unauthorized destruction or unavailability or loss of integrity of the Confidential Information, which measures shall in no event be less than the measures that Supplier uses to protect its own information of similar importance. Notwithstanding that Supplier may have instituted adequate and effective security measures, IO reserves the right to require Supplier to institute certain other security measures, that in the opinion of IO would be adequate and effective to ensure the security, integrity and availability of the Confidential Information. Supplier shall ensure that all agreements between Supplier and any subcontractors or suppliers contain

confidentiality provisions similar to that contained in this Section 4.4. Nothing in this Section 4.4 obliges a BGIS or IO to disclose Confidential Information to Supplier, or grants or confers on Supplier, expressly or implied, any right, title or interest or any licence in or to the Confidential Information.

(c) Subject to applicable security procedures, Supplier will provide access to all of IO's Confidential Information, in a format acceptable to IO, within ten (10) Business Days (or such shorter period as may be appropriate in the circumstances), as may be requested by BGIS from time to time, including such access as will enable IO to make complete copies of all of IO's Confidential Information. Supplier will at all times adhere to the directions of IO with respect to IO's Confidential Information.

(d) Unless Supplier is legally required to do so pursuant to Applicable Law, Supplier shall not communicate with any regulator of IO about the subject matter of the Agreement or any matter involving IO without Approval.

4.5. Other Authorized Use or Disclosure of Confidential Information

(a) Notwithstanding Section 4.4, Supplier may:

1. make Confidential Information available to its Representatives, Supplier Resources, subcontractors and suppliers who need to know the information in connection with the performance of its duties or to exercise or enforce Supplier's rights hereunder, provided (i) they are subject to binding written obligations that are no less stringent than those contained in this Article, and (ii) if such Confidential Information is Sensitive IO Confidential Information, Supplier has received prior Approval to the making of such Sensitive IO Confidential Information so available to the applicable recipient;
2. with Approval, make Confidential Information available to a Person specified in that Approval; and
3. with Approval, use Confidential Information to generate aggregated and anonymized data (that is no longer identifiable to IO or to any particular individual) for the purpose of producing certain analytic reports available to IO and other Supplier customers.

(b) Notwithstanding Section 4.4, Supplier may disclose Confidential Information as well as any of the terms hereof to the extent required by a court of competent jurisdiction or other Governmental Authority or otherwise as required by Applicable Law in Ontario, provided that it:

1. upon becoming aware of such required disclosure and within a reasonable time prior to required disclosure (if possible), notifies BGIS of the terms and circumstances of the requested disclosure;
2. consults with IO and BGIS regarding the nature and scope of such request and the response or other position that Supplier intends to take with respect to such request;

3. does not obstruct or interfere with, and to the extent practical, permits IO to obtain, a protective order or other remedy to prevent, object to, enjoin, narrow the scope of, or otherwise contest the requested disclosure; and
4. if IO is unable to obtain a protective order or other similar remedy within a time period that is appropriate in the circumstances, then Supplier:
 - (a) will only disclose such of the Confidential Information that it is legally obligated to disclose; and
 - (b) will make and reasonably pursue a request, which is reasonable and customary in the circumstances, to the applicable court or Governmental Authority, for confidential treatment of the information to be disclosed pursuant to such Applicable Law in Ontario.

4.6. Notification of Unauthorized Use or Disclosure of Confidential Information

- (a) Supplier will promptly notify BGIS in writing of any incident of the loss, theft or unauthorized access, use or disclosure of Confidential Information and the unauthorized destruction or unavailability or loss of integrity of the Confidential Information, or attempt to effect any of the foregoing, of which it becomes aware, and:
 1. promptly give BGIS details of such incident or attempt, and assist IO and BGIS in investigating or preventing the recurrence of same;
 2. cooperate with BGIS and IO in any litigation and investigation against third parties deemed necessary by IO to protect its Confidential Information, to the extent such litigation or investigation is related to the Agreement;
 3. take all actions necessary or requested by IO or BGIS to mitigate the effects and to minimize any damage resulting from any such incident or attempt (including taking all commercially reasonable steps to enforce against any Person that is engaging in any such activities any rights Supplier has to require such Person to cease such activities); and
 4. promptly use best efforts to prevent a recurrence of any such incident or attempt.
- (b) Supplier will reimburse any direct expenses incurred by IO as a result of compliance by IO with this Section 4.6.

4.7. Destruction of Confidential Information

- (a) Upon completion of Supplier's required Handling of the Confidential Information (including IO Personal Information), or upon BGIS's written request, Supplier shall return or destroy the Confidential Information (including any backups or copies) in accordance with BGIS's instructions. If BGIS requests the destruction of any Confidential Information, then, subject to the following sentence, Supplier shall complete the destruction of the information requested and provide BGIS with written confirmation of the actions taken within ten (10) Business Days of

receipt of BGIS's written instructions, and such confirmation shall be signed by a senior officer of Supplier. In carrying out the destruction request, Supplier shall:

1. use destruction methods that are Approved and appropriate to the Confidential information, including shredding, burning and electronic erasure from Supplier's system (including backup);
2. protect the confidentiality of the Confidential Information during the destruction process;
3. not subcontract the destruction work without the prior written consent of BGIS; and
4. provide BGIS with a record confirming which Confidential Information has been destroyed along with the time, place and method of destruction.

(b) Notwithstanding this Section 4.7, Supplier may retain Confidential Information (and defer the destruction of that Confidential Information pursuant to this Section 4.7) to the extent (a) it is required to retain that Confidential Information by Applicable Law, or (b) where required to exercise or enforce its rights pursuant to the Agreement. This Article (and any other obligations in the Agreement) shall continue to apply to that Confidential Information until such time as it is destroyed by Supplier.

4.8. Inspection

(a) In circumstances where IO suspects, in its discretion, that a breach of the requirements of this Article, some other act of misconduct or malfeasance, or a bona fide emergency situation relating to IO Personal Information, Confidential Information or the Privacy Requirements may occur or may have occurred, IO will have the right, at any time and without prior notice to Supplier, to perform investigations or inspections in respect thereof. Following the exercise of the rights provided for in this Article, IO will provide Supplier with written notice describing the circumstances and the suspicion upon which IO is relying in exercising its rights hereunder, in sufficient detail to enable Supplier to comment upon such notice. Notwithstanding the foregoing, and notwithstanding any such comments received from Supplier, Supplier may not prevent or otherwise interfere with any such investigation or inspection by IO hereunder. However, despite this Section 4.8, IO will not be entitled to inspect or access Supplier's Confidential Information.

4.9. Remedies

(a) Supplier acknowledges that IO (and also His Majesty the King in Right of Ontario) would suffer irreparable harm if Supplier breached (or attempted or threatened to breach) its obligations under this Article, and that such breach, attempted or threatened breach could not be remedied by monetary damages alone and agrees that, subject to Applicable Law:

1. in such event, IO may proceed directly to a court of competent jurisdiction without having to exhaust or utilize any other remedies;

2. if such court finds that Supplier has breached (or attempted or threatened to breach) any such obligations, then Supplier will not insist on proof of any additional findings of irreparable injury, harm or other conditions to injunctive relief or oppose the entry of an appropriate order compelling performance by Supplier and restraining Supplier from any further breaches (or attempted or threatened breaches) of such obligations; and
3. such remedies will be in addition to any other rights or remedies IO may have under this Schedule or Applicable Law.

5. Security Clearance Procedure

5.1. Security Clearance Checks

- (a) Supplier will adhere to the Security Clearance Checks required by IO and shall administer Security Clearance Checks and in accordance, at all times, with IO Policies and this Schedule. In addition to the foregoing, Supplier will ensure that all Supplier Resources: (1) involved in the design and/or construction; (2) having access to the interior of any facilities; or (3) having access to IO Information or Confidential Information ("**Designated Supplier Resources**") submit to a Security Clearance Check annually, and in any event, prior to such Designated Supplier Resources performing any Services.
- (b) IO may, in its sole discretion, require that other Supplier Resources be subject to security clearance requirements, in which case the additional Supplier Resources would also become Designated Supplier Resources.
- (c) IO may, in its sole discretion, prescribe additional or alternative security or other background checks that are to be conducted with respect to any Designated Supplier Resources, subject to Applicable Law, and IO may require the renewal of the security or background checks provided for in this Section 5.1 with respect to any Designated Supplier Resources, at such intervals as IO may reasonably direct.
- (d) Supplier will obtain, maintain and renew, as applicable, approval on a prescribed form if so required by the relevant Governmental Authorities, from each Designated Supplier Resource, authorizing the conduct of a security or background check pursuant to this Section 5.1, and the Security Clearance Check will be performed by an Approved third party.
- (e) If IO requires that Designated Supplier Resource be removed from a facility on the grounds of public interest and/or security and/or any other cause which IO determines, in its sole and unfettered discretion, merits removal, Supplier shall remove such Designated Supplier Resource from such facility.

5.2. Relevant Convictions

- (a) Supplier (to the extent permitted by Applicable Law) shall, and shall cause each subcontractor and supplier to, ensure that all potential employees (including, for greater

certainty, permanent, temporary, full-time and part-time employees) and Persons who may otherwise perform any of the Services:

1. are questioned concerning their Relevant Convictions; and
2. are required to complete and deliver to Supplier a criminal records search form.

(b) Supplier (to the extent permitted by Applicable Law) shall, and shall cause each subcontractor and supplier to, ensure that no Person who:

1. discloses any Relevant Conviction, or who is found to have any Relevant Convictions following the completion of a criminal records search and/or other background checks set forth in Section 5.1;
2. discloses that they have been arrested or detained; or
3. discloses that they have been charged with an offence that could lead to a Relevant Conviction,

in all cases of which Supplier or the applicable subcontractor or supplier is aware or ought to be aware, is allowed access to a facility to perform any Services, without the prior written consent of BGIS, in its sole discretion.

(c) To the extent permitted by Applicable Law, Supplier shall ensure that BGIS is kept advised at all times of any Person employed or engaged by Supplier and subcontractors and suppliers in the provision of any of the Services who, subsequent to the commencement of such employment or engagement, (i) has been arrested or detained; (ii) receives a Relevant Conviction; or (iii) is charged with an offence that could lead to a Relevant Conviction (of which Supplier or a subcontractor or supplier becomes aware or whose previous Relevant Convictions become known to Supplier or a subcontractor or supplier). Supplier shall use commercially reasonable efforts to obtain, and to cause all subcontractors and suppliers to obtain, all consents as may be required by Applicable Law or otherwise authorizing the disclosure of such information to IO and BGIS.

(d) Supplier shall not permit any Supplier Resource or Designated Supplier Resource who performs any of the Services who has been charged with an offence that could lead to a Relevant Conviction to access a facility to perform their work while such charge is outstanding.

(e) Supplier covenants, represents and warrants that it will not at any time during the Term permit any Designated Supplier Resources who have been convicted of a Relevant Conviction (whether or not the Relevant Conviction is subject to an appeal or any further judicial process) to perform any Services. In addition to the foregoing, prior to permitting any Designated Supplier Resource who has been convicted of any other offence to perform any Services, Supplier will notify BGIS of the nature of such offence(s) ("**Other Offences**") and obtain Approval for such Designated Supplier Resource to perform Services, which Approval may withhold in BGIS's sole discretion.

5.3. BGIS reserve the right to perform, at any time, Security Clearance Checks with respect to Supplier or its personnel and Supplier shall obtain all required authorizations for BGIS to exercise such right.

6. Restricted Persons & Prohibited Acts

6.1. Supplier represents, warrants and covenants that at all times during the Term:

- (a) No Supplier Party has directly or indirectly committed a Prohibited Act in relation to the award of or entry into of the Agreement;
- (b) neither Supplier, its affiliates nor any Supplier Resources are Restricted Persons;

6.2. Restricted Persons

- (a) If, at any time during the Term, Supplier is or becomes aware that any of Supplier, any of their affiliates or any Supplier Resource is or becomes a Restricted Person, Supplier shall promptly notify BGIS.
- (b) If, at any time during the Term, BGIS is or becomes aware, whether further to a notice from Supplier or otherwise, that any Supplier Resource is or becomes a Restricted Person, BGIS may, by written notice, require Supplier to cause the termination or reassignment of the employment or engagement of the relevant Restricted Person, subject to Approval, within thirty (30) days of receipt of such written notice.

6.3. Prohibited Acts

- (a) If any Supplier Party has committed, or after the date of the Agreement commits, any Prohibited Act, then BGIS shall be entitled to act in accordance with the following:
 - 1. if a Prohibited Act is committed by a Supplier Party or by an employee acting under the direction of a director or officer of such Supplier Party or any other Supplier Party, then such Prohibited Act shall constitute a material breach of the Agreement and BGIS may exercise all of its rights, recourses and remedies under the Agreement or at law; and
 - 2. if the Prohibited Act is committed by an employee of a Supplier Party acting independently of a direction of a director or officer of such Supplier Party or any other Supplier Party, then BGIS may give written notice to Supplier, and such Prohibited Act shall constitute a material breach of the Agreement and BGIS may exercise all of its rights, recourses and remedies under the Agreement or at law, unless within thirty (30) days of receipt of such notice Supplier terminates the employee's employment and the relevant functions of such terminated employee shall be performed by another Person.
- (b) Without prejudice to its other rights or remedies under the Agreement, BGIS shall be entitled to recover from Supplier any and all losses sustained as a result of such Prohibited Act or of any breach of the representation set out in this Schedule.

- (c) Nothing contained in this Schedule shall prevent Supplier or any other Person from paying any proper commission, fee or bonus whether to its employees within the agreed terms of their employment or otherwise, and such commission fee or bonus shall not constitute a Prohibited Act.
- (d) Supplier shall notify BGIS of the occurrence and details of any Prohibited Act by any Supplier Party promptly on Supplier becoming aware of its occurrence.
- (e) Where Supplier is required to replace any Supplier Party pursuant to this Section 6.3, the Person replacing such Supplier Party shall from the time of the replacement be deemed to be a Supplier Party.

7. Replacement of Supplier Resources

7.1. If IO, in its sole discretion, determines that the continued assignment of any Supplier Resources providing the Services is not appropriate or in the best interests of IO, BGIS may deliver a written notice to Supplier requesting the replacement of such Supplier Resources. Immediately after receipt of such a request, Supplier shall remove, replace, or cause to be replaced, such Supplier Resources with another of suitable ability, experience and qualifications reasonably acceptable to IO and BGIS at Supplier's sole cost. Nothing herein shall be deemed to give IO or BGIS the right to require Supplier or cause its subcontractors or suppliers to terminate the employment of any Supplier Resources or to suggest that any Supplier Resources is an employee of IO or BGIS. For greater certainty, Supplier agrees that IO and BGIS are entitled to require that Supplier discontinue using such Supplier Resources in connection with the delivery and performance of the Services.

7.2. In the event that Supplier terminates any Supplier Resource for any reason, including further to a request pursuant to Section 7.1 that such Person cease providing Services, IO and BGIS will not be liable for any severance or termination costs as the case may be, associated with the removal of such Supplier Resource and any hiring or engagement costs associated with the replacement of such Supplier Resource, if required

8. Audit Rights

8.1. Access Rights

(a) During the Term and for twelve (12) months after the completion of Services (including any transition services), upon reasonable notice from IO, Supplier shall diligently assist IO and its internal and external auditors, inspectors, regulators and such other Representatives as IO may designate from time to time, and/or the Auditor General of Ontario, in meeting the business audit and regulatory requirements of IO by providing reasonable access at any time during normal business hours and from time to time to:

1. all data, information and records maintained by Supplier, and each subcontractor and supplier relating to the operation and maintenance of the facilities, performance of

Supplier's obligations under the Agreement, provision of the Services pursuant to the Agreement;

2. any part of Supplier's facilities, equipment and systems (other than data centers, as to which access shall be provided in accordance with Supplier's usual security policies) used in performing the Services or other properties, premises, locations, equipment and systems at or with which Services are being performed;
3. any security systems relevant to the Services;
4. all Canadian Standard on Assurance Engagements ("CSAE") 3416 audit reports (or their equivalent) relevant to the Services;
5. all reports provided by Supplier to monitor the performance of the Services;
6. all Supplier Personnel; and
7. any premises forming part of the facilities,

to enable appropriate audits, reviews, inspections, investigations, or examinations to be conducted by or on behalf of IO in respect of the operations of Supplier, subcontractors and suppliers relating to the performance of the Services, compliance with any aspect of the Agreement, or the accuracy of any invoices submitted in accordance with the Agreement, and to verify, among other matters:

8. the practices and procedures of Supplier, subcontractors and suppliers under the Agreement and for the delivery of the Services;
9. all aspects of the Services are in accordance with the provisions of the Agreement;
10. the accuracy of all charges to IO and all other amounts paid or received by BGIS;
11. the integrity of the IO's Confidential Information, including the completeness, accuracy, timeliness, confidentiality, availability, practices, procedures and security in respect thereof;
12. Supplier's privacy and security processes and the compliance of Supplier and Supplier Resources with the Privacy Requirements;
13. the stability and security of the systems and processes utilized by Supplier, subcontractors and suppliers as they relate to the provision of the Services;
14. the accuracy of any reports that Supplier, subcontractors and supplier is obligated to provide under the Agreement (including supporting information and calculations from which such reports are compiled);
15. the general controls (including organizational controls, input/output controls, system modification controls, processing controls, system design controls, and logical and physical access controls), security practices and procedures of Supplier, subcontractors and suppliers in connection with the Services performed, including general operating

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environment and work conditions, and security practices and procedures of Supplier, subcontractors and suppliers;

16. disaster recovery, contingency and business continuity procedures;

17. governance processes necessary to enable IO to meet applicable regulatory requirements;

18. that the Services are being provided in accordance with, and pursuant to, the terms of the Agreement; and

19. that the facilities are in good condition and are being maintained in accordance with the Agreement.

(b) For the purposes of this Section 8.1, the “business audit and regulatory requirements of IO” includes (i) all audits and reviews normally conducted by IO’s internal and external auditors, (ii) all audits and reviews that may be requested at any time and from time to time by any Governmental Authority, and (iii) all audits and reviews that IO may determine, to be necessary or appropriate in monitoring the delivery and performance of the Services by Supplier pursuant to the Agreement.

8.2. Assistance

(a) In connection with the obligations of Supplier described in this Article, Supplier shall fully cooperate with and provide to IO any assistance that it may reasonably require and shall make available to IO, its internal and external auditors and regulators a sufficient number of Supplier Resources, with appropriate knowledge of the Agreement and its systems, procedures and operations relating thereto as well as of its accounting systems and methods to facilitate any inspection, reviews, investigation, examinations or audit undertaken by or on behalf of IO under the Agreement. Where required by IO or its auditors, Supplier shall provide explanations, comparative analysis and background and substantiating documentation in respect of the Services.

8.3. Responding to Audits

(a) Promptly following the delivery to Supplier of an audit or examination report produced in accordance with this Article, Supplier shall, and shall cause each supplier or subcontractor to, take timely and appropriate corrective action within the timelines outlined by the auditors to address any deficiencies, defects or non-compliance described in such report which result from Supplier’s non-compliance with the terms of the Agreement, without charge or expense to IO. Supplier shall prepare a formal action plan with a level of detail acceptable to IO, describing such actions to correct the deficiencies, defects or non-compliance, which action plan shall also include:

1. a description of the deficiency, defect or non-compliance;

2. a description of the action taken or proposed to be taken to resolve the deficiency, defect or non-compliance;

3. an implementation schedule with specific completion dates for each action item; and
4. the name, title and telephone number of the Person responsible for resolving the noted deficiency, defect or non-compliance.

8.4. Statutory Audits

(a) IO may be subject to statutory audits and other requests for information from taxation and other Governmental Authorities (a “**Statutory Audit**”) pursuant to Applicable Law. In the event of a Statutory Audit:

1. the Party that receives notice of a Statutory Audit will, subject to any restrictions as may be imposed by IO or Applicable Law, use commercially reasonable efforts to provide reasonable prior notice to the other Party of the Statutory Audit;
2. unless otherwise agreed, Supplier shall promptly respond to any Statutory Audit regarding IO (to the extent it relates directly or indirectly to the Agreement or the Services); and
3. Supplier will only respond and provide information to statutory authorities in accordance with specific instructions from IO.

(b) Supplier will use commercially reasonable efforts, taking into account prudent industry practices of the property management industry in Canada, in fulfilling its obligations pursuant to this Section 8.4. Without limiting the obligations of Supplier, Supplier acknowledges and agrees that it will incur costs to comply with this Article and Supplier will not seek reimbursement from IO or BGIS in connection with compliance with any such Statutory Audits.

8.5. Right to Make Copies

(a) IO’s auditors may make copies of or take extracts from:

1. any IO Personal Information or IO Intellectual Property and Intellectual Property Rights;
2. those portions of Supplier’s documentation and records which pertain to the compliance by Supplier with the Agreement, or which pertain to or are used as input to the calculation of amounts invoiced to IO or remedies available to IO solely for the purpose of conducting an audit and preparing audit reports; and
3. all information and documentation required by it to support any of the conclusions contained in any of its audit opinions, if the IO Representative conducting the audit is IO’s external auditor.

8.6. Notwithstanding anything contained in this Article, Supplier shall not be required to provide, (a) any information or documentation on matters not related to the Services or Supplier’s other obligations under the Agreement; (b) proprietary information of Supplier’s other customers; (c) items protected under the

solicitor-client or other legal privilege; or (d) access to Supplier’s locations that are not used to perform the Services.

9. Insurance

9.1. During the Term, Supplier shall, obtain and maintain at its own expense, at a minimum, the types and limits of insurance set out in the Agreement and below and any other insurance required by Applicable Law of any state, territory or province where Supplier performs Services under the Agreement (the “**Insurance Coverages**”). Such insurance shall be maintained with reputable and solvent insurance companies having, where available, an A.M. Best’s insurance rating of A- or better or a comparable financial rating bureau, and lawfully authorized to do business where the Services are to be performed and will comply with all those requirements as stated in the Agreement or herein, as applicable. All such policies shall be primary, non-contributing with, and not in excess of any proceeds or other insurance available to IO. The minimum required types and limits of insurance are set out in the Agreement. In addition to the insurance requirements set out in the Agreement, Supplier shall obtain and maintain the types and limits of insurance set out below:

(a) If the Services includes the handling, storage, transport or disposal of hazardous substances, *Pollution Liability*, with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and in the aggregate. Such insurance shall cover claims for bodily injury, property damage, clean-up costs and related legal defence expenses for pollution conditions that result from, or are disrupted by, the Services rendered in performance of the Agreement by or on behalf of Supplier. Coverage shall apply to pollution conditions on, at, under, or migrating from the properties, and will include extensions for transported cargo and off-site disposal and will not be restricted by any time element limitations, mould, asbestos, lead based paint, silica or any insured versus insured exclusions preventing IO from bringing a claim against other insureds. If the policy is written on a claims-made basis the policy shall contain a retroactive coverage date sufficient to provide coverage for all services to be performed under the Agreement and Supplier shall provide proof of renewal for the next three (3) years following the termination of the Agreement. The insurance shall include the Ontario Infrastructure and Lands Corporation and His Majesty the King in Right of Ontario as represented by the Minister of Infrastructure and BGIS as additional insureds along with any other person or entity who IO may reasonably require to be added as additional insureds. Service Provider will cause its subcontractors and suppliers at all tiers to provide insurance as described above.

9.2. All policies of insurance required by the Agreement or this Schedule shall name the Ontario Infrastructure and Lands Corporation and His Majesty the King in Right of Ontario as represented by the Minister of Infrastructure and BGIS as an “Additional Insured” party and such policies shall not be subject to cancellation except upon at least thirty (30) days prior written notice. For greater clarity, IO and BGIS shall not be liable for any premiums for such insurance.

10. Termination

10.1. Notwithstanding any other provision of the Agreement, BGIS shall have the right to cancel or terminate the Agreement on not more than thirty (30) days' notice to Supplier, without cost, payment or penalty of any kind.

10.2. Upon a sale or transfer of IO's interest in any facility, the portion of the Agreement relating to such facility shall be terminable immediately upon notice by BGIS, without cost, payment or penalty.

10.3. Upon the termination or expiration of the Agreement, Supplier shall discontinue the performance of any work or services to be performed by Supplier thereunder.

11. Assignment

11.1. Supplier may not assign or transfer the Agreement or any part thereof, to any third party.

11.2. The Agreement shall be assignable by BGIS to IO or its designee without prior notice to, or the consent of Supplier.

12. Third Party Beneficiary

12.1. IO and His Majesty the King in Right of Ontario are intended to be third party beneficiaries to this Schedule and is entitled to the rights and benefits hereunder and may enforce the provisions of this Schedule as if it were a party hereto (including any audit and inspection rights).