

BEST BUY CANADA LTD.

PURCHASE ORDER TERMS & CONDITION

1. GENERAL. Reference herein to "Best Buy" will mean Best Buy Canada Ltd., its parents, subsidiaries and affiliates. Reference to "Supplier" will mean the entity receiving this Purchase Order from Best Buy. References to the "Purchase Order" ("PO" or "Order Form") will include the terms and conditions of any master agreement executed between Best Buy and Supplier ("Agreement"), any purchase details (e.g., rate, quantity, shipment location, etc.), these Purchase Order Terms and Conditions, any Change Orders hereto, any accompanying documents prepared by Best Buy specifically referring to this Purchase Order, and any specifications, plans and/or attachments agreed to in writing by Best Buy. Reference to "Purchase Order", "PO" or "Order Form" may refer to purchase of goods, purchase of services, or license to access and use software. If there is no master agreement between Best Buy and Supplier, this Purchase Order contains, and governs as, the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements, negotiations and oral understandings, if any, and may not be amended, supplemented, or modified in any way, except in writing signed by authorized representatives of the parties hereto or pursuant to a Change Order hereto. If there is a master agreement between Best Buy and Supplier, the master agreement (including any relevant order forms, work order(s), statement(s) of work, transaction document(s) or other contract document(s) under the master agreement) and these Purchase Order Terms and Conditions collectively comprise and govern as the entire agreement between the parties with respect to the subject matter hereof, supersede all prior agreements, negotiations and oral understandings, if any, and may not be amended, supplemented, or modified in any way, except in writing signed by authorized representatives of the parties hereto or pursuant to a Change Order. If there is any direct conflict between the master agreement and this Purchase Order, the master agreement controls.

2. ACCEPTANCE of PURCHASE ORDER. The following will be deemed effective modes of acceptance of this Purchase Order: Supplier's acknowledgement of Purchase Order, commencement of work, shipment of goods, or providing access to and use of the software. In addition, any Purchase Order that Supplier does not respond to within twenty-four (24) hours of its receipt thereof, not including weekends and nationally recognized holidays, will be deemed to have been accepted by Supplier. Any acceptance of this Purchase Order is limited to acceptance of the express terms set forth in this Purchase Order. Any proposal for additional or different terms or any attempt by Supplier to vary, in any degree, from any of the terms of this Purchase Order in Supplier's acceptance is hereby objected to and rejected. Any proposal for additional or different terms shall be deemed a material alteration, and this Purchase Order shall be deemed accepted by the Supplier without said additional or different terms.

3. PROVISION OF SERVICES. Supplier agrees to deliver the products (the "Products") and perform services (the "Services") (the Products and the Services collectively, the "Deliverables") as set out in the Purchase Order. In connection with the delivery of the Deliverables and performance of Supplier's obligations under this Purchase Order, Supplier will at all times employ a standard of care, skill, and diligence consistent with the highest professional standards practiced in the industry ("Standard of Care"). The Supplier acknowledges and agrees that throughout the Term of the engagement, the Supplier's obligations, duties and responsibilities will be interpreted in accordance with the Standard of Care. Supplier personnel will be courteous, respectful, and professional with Best Buy customers, Best Buy, Best Buy employees, landlords, suppliers and subcontractors. Where a Purchase Order provides that Supplier will perform certain Services or provide a set number of hours, Best Buy may reallocate, reduce, add to or otherwise amend such Services or hours of Services. Notwithstanding any other provision, Best Buy makes no representations, forecasts, projections or guarantees, implied or expressed, regarding the volume of business that may be generated or Products to be ordered during the term of this engagement. Supplier will not perform any additional services or deliver products without obtaining a Purchase Order or Change Order from the authorized Best Buy administrator. Best Buy will not have any obligation to pay for Deliverables that have not been authorized. Supplier will employ only competent, able persons fully trained in all aspects of the Deliverables, qualified under all applicable safety regulations and practices and licensed under all applicable laws, rules and regulations. If Best Buy determines in its reasonable discretion that a Supplier resource is disruptive, incompetent, or otherwise unsuitable or does not comply with Best Buy's safety, security or other policies and guidelines, Supplier will replace such resource with a qualified replacement. Except where otherwise agreed in writing, Supplier will, at its sole cost and expense, furnish all facilities, vehicles, tools, supplies, labour, supervision and other parts required for the safe and efficient performance of Supplier obligations under this Purchase Order. While on Best Buy's premises and in Best Buy stores or fulfilling its obligations hereunder, Supplier and persons employed or conducting business with Supplier will comply with all policies and procedures promulgated by Best Buy from time to time. Supplier will perform the Services in a manner so as to cause minimal disruption to the operations of the stores and operation of the business of Best Buy at its other locations. Notwithstanding any provision to the contrary and in addition to other remedies available to it, Best Buy may retain a third party to deliver the Deliverables if Supplier, its employees or subcontractors fail to fully provide Deliverables as requested by Best Buy. Supplier agrees to fully reimburse Best Buy for costs and expenses of using said third party as prescribed above. Best Buy may offset such costs and expenses from those amounts owed to Supplier by Best Buy. Supplier will not market to Best Buy or communicate through mass means to Best Buy employees without the express authorization of Best Buy.

4. CANCELLATION. A) With Cause: Best Buy reserves the right to cancel or terminate this Purchase Order, with cause, in whole or in part if there is: (i) any defect in workmanship or quality of the Deliverables; (ii) any breach of Supplier's warranties or obligations to the Best Buy; and (iii) any delay or other departure from Best Buy's instructions. If this Purchase Order is cancelled or terminated with cause, Supplier will fully refund Best Buy for the terminated Deliverables. **B)** Without Cause: Best Buy may cancel or terminate this Purchase Order, without cause, as to all or any Deliverable which Best Buy has not received. If this P.O. is cancelled or terminated without cause, Best Buy will pay the reasonable pro-rata cost of Deliverables properly received or properly provided in accordance with this Purchase Order before Supplier's receipt of Best Buy's notice of cancellation or termination. Expiration or cancellation of this Purchase Order shall not relieve Supplier of its obligation to perform or deliver the Deliverables that were required to be performed or delivered within the beginning and ends dates or timelines set forth in this Purchase Order.

5. PURCHASE ORDER AMENDMENT. Supplier will provide 30 days written notice to Best Buy at SCM@bestbuycanada.ca for any pricing changes or Deliverables specification changes. Best Buy reserves the right at any time to change a Purchase Order, including, without limitation, method of shipping, and time, place, and manner of delivery. If such change causes an increase in costs required for Supplier to execute performance, an equitable adjustment may, at Best Buy's discretion, be negotiated.

6. SHIPMENT OF PRODUCTS.

6.1 Purchase Order Terms. In addition to the terms provided herein, all Products sold by Supplier to Best Buy shall be shipped in accordance with Best Buy's instructions as set forth by Best Buy in the respective purchase order to the destination specified by Best Buy. If Best Buy instructed the Supplier that the Products will be picked up by Best Buy's carrier at the Supplier's Canadian location and shipped at Best Buy's expense to the destination specified by Best Buy, then Supplier will make the Products available for pick-up by Best Buy or Best Buy's designated agent pursuant to Best Buy's instructions. If the Products are not available for pick-up pursuant to Best Buy's instructions, Supplier will compensate Best Buy for any and all expenses relating to the unsuccessful pick-up of the Products. Best Buy may, in its sole discretion, (i) cancel the purchase order for the Products and receive a full refund if payment for such Products has been made, or (ii) require that Supplier deliver the Products to Best Buy's designated location at no cost. Supplier will be responsible for and will pay all costs and expenses of packaging, and any other similar costs and expenses relating to the Products.

6.2 Risk of Loss: Risk of loss or damage and title to the Products will pass to Best Buy only upon delivery of the Products into the possession or custody of Best Buy at the destination specified by Best Buy.

6.3 Delivery Dates. TIME IS OF THE ESSENCE OF THIS PURCHASE ORDER WITH RESPECT TO THE SPECIFIED DELIVERY DATES. Best Buy assumes all risk of loss only upon Supplier's delivery of the Products to Best Buy or its designated carrier or agent at the designated delivery point (the "Delivery Point"). Supplier agrees to pay (or reimburse Best Buy if Best Buy makes such payment) all loading, freight, shipping, insurance, forwarding and handling charges, taxes, fees, storage, and all other charges applicable to the Products until they are delivered by Supplier to the Delivery Point. Best Buy may direct that the Products be shipped to Best Buy or to any third party designated by Best Buy.

6.4 Routing and Shipping Guide. Supplier will follow the terms and conditions stated in Best Buy's Routing and Shipping Guide, which is a part of this Purchase Order and incorporated herein by reference, particularly with respect to the version or section entitled or addressing "International Shipments" or "Direct Imports," as applicable. A current copy of the Routing and Shipping Guide may be accessed at <https://partners.bestbuy.com> which may be modified or amended from time to time.

6.5 Inspection, Acceptance, Rejection. Best Buy shall conduct any incoming inspection tests on the Products within thirty (30) days of Best Buy's receipt of the Products at Best Buy's facilities in the United States, Canada or other country of intended distribution, as the case may be. Best Buy shall have the right to reject any product that is damaged, defective, or otherwise fails an incoming inspection test (a "Nonconforming Product") and shall provide Supplier with information as to the reason for such rejection. At Best Buy's option, Supplier shall either (a) promptly replace the Nonconforming Product without additional cost to Best Buy, permit Best Buy to issue a debit memorandum to Supplier for the purchase price of the Nonconforming Product, and shall re-invoice Best Buy for the Product shipped to replace the Nonconforming Product at the time of shipment of the replacement product; or (b) credit Best Buy for the purchase price of Nonconforming Product and related shipping charges after receipt of Best Buy's debit memorandum related to such Nonconforming Product.

6.6 Country of Origin. Supplier represents and warrants that all information provided by Supplier regarding the country of origin of the Products is true and correct as defined by the applicable law of the jurisdiction of destination for the Product. In the event Best Buy specifies particular labeling and marking of the country of origin on Product packaging or shipment containers, Supplier shall not alter or modify such specified labels or marks without Best Buy's prior approval.

6.7 Available Reductions in Taxes and Duties. Upon Best Buy's request, Supplier shall supply all documents to Best Buy that may be required to support claims for tax credits or other credits on sums otherwise due customs or other governmental authority (e.g. NAFTA) that may be available to Best Buy under applicable law.

6. RETURNS. Best Buy will have the right to return at Supplier's expense, and for full credit or refund, any Products that are: (i) in resale condition and returned to Supplier within 30 days of Best Buy's receipt; (ii) damaged, defective or otherwise nonconforming; (iii) subject to an allegation that the use of such Products infringes an intellectual property or other proprietary right; or (iv) are not manufactured, packaged, or labeled in accordance with industry standards and/or all applicable laws, ordinances, rules, and regulations, including but not limited to Products that are alleged, or have packaging that is alleged to present, a safety risk or alleged to cause injury to person or property. In no event will Best Buy be responsible for restocking fees or similar charges.

7. COMPENSATION. a) Invoicing. Invoice must have the following information: i) invoice date; ii) Best Buy Purchase Order; iii) Unique invoice number; iv) quantity shipped; v) unit price; vi) extension of unit price to a gross invoice amount; vii) applicable taxes on gross invoice amount; and viii) net invoice total after applicable taxes. Each invoice must only reference one unique Best Buy Purchase Order number. Each invoice must be billed to Best Buy Canada Ltd. and include the Supplier's legal name that matches the supplier name in this Purchase Order. If Best Buy decides in its sole discretion to pay from invoice, Supplier shall forward a consolidated spreadsheet invoice to Best Buy's Accounts Payable Department on a weekly basis in the format designated by Best Buy. Best Buy may, in its reasonable discretion and upon notice to Supplier, modify the timing of when to submit the consolidated invoice and/or change the format of such invoice. Within 45 days of Best Buy's receipt of products or receipt of a proper and timely invoice, whichever is later, Best Buy shall issue payment to Supplier for those undisputed amounts set forth within said invoice. Best Buy may offset against invoices all present and future indebtedness of the Supplier to Best Buy arising from any transaction. Best Buy may short pay invoices that exceed the price or quantity amounts in the corresponding Purchase Orders. b) Other Payment Options. If Best Buy in its sole discretion selects a method for payment or payment process other than invoicing as described above, Supplier shall use best efforts to comply with such method or process for payment upon notice from Best Buy to Supplier. Supplier hereby waives and relinquishes any and all materialman's, mechanics, workman's and other liens (collectively "Liens"), statutory or otherwise, upon the property of Best Buy and its landlords and agrees that it will not seek to register any Liens in the future. Supplier will not permit and will immediately remove any Liens placed on the property of Best Buy by any subcontractor or other related third party.

8. PROPRIETARY RIGHTS. a) Work Product. Supplier irrevocably and unconditionally grants, transfers and assigns to Best Buy all of Supplier's right, title and interest, including (but not limited to) the right to secure copyright, patent or trademark protection, in all Deliverables prepared by Supplier, or used by Supplier to render Deliverables, under this Purchase Order (the "Work Product"), regardless of whether or not the use of the agent's and/or the employee's services was authorized by Best Buy in accordance with Section 8 of this Purchase Order. For clarity but without limitation, except as set out in Purchase Order, all Products and Documentation will be deemed Work Product. "Documentation" means all technical documentation for the applicable Product or Services, including charts, program procedures and descriptions (including descriptions of the test assets, scripts and testing procedures for the software), procedures for maintenance and modification, testing data and similar written material relating to the design, structure and implementation of the Deliverable and such further documentation specified in this Purchase Order. If and to the extent that the foregoing assignment is not effective in respect of the Work Product, Supplier will hold in trust for the sole benefit of Best Buy, and will assign exclusively to Best Buy, all of Supplier's right, title and interest in and to the Work Product. Supplier further agrees to cooperate fully at all times during and subsequent to the term of this Purchase Order with respect to signing further documents and doing such acts and other things reasonably requested by Best Buy to confirm such transfer or ownership. Supplier agrees that Best Buy, its assignees and licensees are not required to designate Supplier as the originator of any Work Product. Supplier hereby waives, as against Best Buy, its successors and assigns and licensees, all of its moral rights which Supplier may have or will acquire in respect of the copyright in any Work Product. Supplier will obtain from all of its employees, contractors and agents who assist in the creation of the Work Product and the provision of the Services performed under this Purchase Order the Intellectual Property Rights Assignment and Moral Rights Waiver (Employee). Supplier agrees to enforce its moral rights as against others as directed by and at the cost of Best Buy or its successors in title of the copyright in the Work Product. Supplier will execute all documents and do all things to assist Best Buy in protecting its right in the Work Product. b) Tools. The Work Product does not include Supplier's proprietary information, materials, prototypes, themes, inventions, computer software, programs, files, specifications, or any document related thereto that were known or possessed by Supplier independent of (as supported by reasonable documentation) or prior to the Services provided hereunder ("Tools"). Except to the extent that Tools are embedded in, and used solely as components of, the Work Product: (i) Tools will remain the exclusive property of Supplier, and (ii) Tools will be considered and treated as confidential information of Supplier subject to the confidentiality provisions set forth in this Purchase Order. If, in the course of providing Services to Best Buy, Supplier incorporates a Tool into a Best Buy product, process or deliverable, Best Buy is hereby granted and will have a non-exclusive, royalty-free, irrevocable, perpetual, world-wide license to use, re-use, repurpose, modify, display, prepare derivative works, and disclose such Tools that are embedded in the Work Product for any purpose. c) Best Buy Equipment. Where Supplier has any Best Buy equipment, inventory, tools or other tangible or intangible property ("Property") then Supplier will: (i) keep the Property separate from Supplier's property or the property of any other person or entity except as strictly required to perform its obligations under this Purchase Order; (ii) clearly label the Property as the property of Best Buy; and (iii) immediately return the Property to Best Buy at Best Buy's request.

9. TRADEMARKS. "Marks" means the trade or service marks, trade names, logos and designations which are owned or licensed by Best Buy. Supplier will not use Best Buy's Marks for any purpose without the express prior written consent of Best Buy. Supplier's use of Best Buy's Marks is further conditioned upon Supplier's compliance with those rules and procedures provided by Best Buy from time to time, including those relating to quality control, relating to the use of Best Buy's Marks. Supplier will immediately discontinue use and/or remove any placement of any of Best Buy's Marks upon Best Buy's request.

10. REPRESENTATIONS. Supplier warrants and represents that it will: (i) comply with all applicable laws, ordinances, rules, regulations, policies, practices, and guidelines, whether federal, provincial or local (collectively, the "Laws"); (ii) procure and maintain, at its own expense, all necessary permits and licenses to required provide the Deliverables; (iii) comply, and cause its employees and agents to comply, with all reasonable policies and procedures promulgated by Best Buy as to Best Buy premises that are communicated to Supplier and Best Buy's Guidelines for Use of Customer Information, Vendor Privacy and Security Policy ("VPSP") and such other policies relating to access to computer systems and Customer Information, the Conflict of Interest Policy and Code of Business Ethics, all as modified by Best Buy from time to time (a copy of the current Guidelines for Use of Customer Information, the VPSP and other policies can be found at <https://partners.bestbuy.com>); (iv) be solely responsible for all taxes, wages, benefits, employment insurance premiums, workplace safety and insurance or workers' compensation premiums, Canada Pension Plan premiums, payroll taxes, disability insurance premiums or any other similar charges applicable to its performance of Services or delivery of the Deliverables hereunder; (v) not violate or infringe upon any patent, copyright, trade secret or other property or contract right of any other person/entity; and (vi) not knowingly include in the Deliverables any virus, Trojan horse, worm, time bomb, cancelbot, disabling device or other computer code, element or feature that may damage, harm, detrimentally interfere with, surreptitiously intercept or expropriate, interrupt, lock, disable, erase, limit the functionality or use of, adversely affect, or facilitate unauthorized access to, the Deliverables or any computer system, hardware, software, or telecommunications equipment on which the Deliverables is or may be hosted or operated or any data on those systems, provided that Best Buy must cooperate with Supplier and provide necessary information and resources to Supplier regarding the Deliverables and the systems of Best Buy. Supplier will provide bilingual (French & English) labeling/documentation; any applicable requirements of the Canadian Standards Association, Industry Canada (including without limitation ICES-003, RSS-210, RSS-310, BETS-7 and RSP-100, and RSS-GEN); payment for blank media or other government or industry mandated taxes, levies or fees, and all environmental stewardship, deposit, packaging and waste levies and similar requirements.

11. INDEMNIFICATION. Supplier will indemnify, defend and hold Best Buy, its agents and employees, harmless from any loss, damage, liability, claims, demands, suits, and expenses, including but not limited to reasonable attorneys' fees, based on: (i) any claim that the provision to or use by Best Buy, its agents or employees, of any of the Deliverables (including the Tools) infringe any patent, copyright, trade secret, or other intellectual property or contract rights of any person or entity; (ii) any breach by Supplier of its warranties, representations, or obligations hereunder; or (iii) the negligence or willful misconduct of Supplier or its agents or employees iv) any bodily injury or death to persons or damage to real or tangible personal property; and (v) failure to promptly pay any sums due to third parties. Best Buy will promptly notify Supplier in writing of any claim subject to indemnification. Supplier has sole control of the defence and all related settlement negotiations, and Best Buy will provide Supplier with reasonably necessary assistance, information and authority. Supplier will not enter into any settlement agreement which affects the Best Buy's rights or interests without Best Buy's written approval. In the event of any claim, suit or proceeding described in Section 11(i), Supplier will have the option, at its expense and in addition to its defense of Best Buy for third party claims, to: (1) replace or modify the Deliverable to be non-infringing, without substantially altering functionality; or (2) obtain for Best Buy a license to continue using the Deliverable at no charge to Best Buy. The indemnity in Section 11(i) will not apply to the extent that such infringement or unauthorized use arises from (a) Best Buy's use of Work Product other than as contemplated by this Purchase Order; (b) Best Buy's failure to use corrections or modifications made available by Supplier at no charge and under advisement of a risk of infringement, if such corrections or modifications would have prevented the infringement; (c) Best Buy's use of the Work Product in combination with any product or information not owned or developed by Supplier or its agents except as contemplated by the specifications or the nature of the Deliverables; (d) Best Buy's distribution, marketing or use for the benefit of unrelated third parties of work products hereunder; or (e) information, materials, instructions or specifications provided by Best Buy or its agents.

12. CONFIDENTIALITY. This Purchase Order and any information marked as confidential or, regardless of form (written/electronic/oral) or marking, is of the nature that a reasonable person would understand its owner would not want it disclosed to the public will be considered to be Confidential Information of Best Buy. Further, Confidential Information of Best Buy will also include: (i) any document or data transaction between the parties; (ii) matters of a technical nature such as trade secret processes or devices, know-how, data, formulas, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results; (iii) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and marketing concepts, plans or strategies; (iv) matters relating to project initiatives and designs; (v) matters of a human resources nature such as employment policies and practices, personnel, including individual names, addresses, and telephone numbers; compensation and employee benefits; and (vi) other information of a similar nature not generally disclosed to the public. Supplier agrees not to disclose Confidential Information except to employees, or a third party subject to a similar confidentiality agreement, which have a need to know to perform their responsibilities. Supplier may disclose Confidential Information as required by law provided that Supplier will first give notice to Best Buy so that Best Buy may seek a protective order preventing such disclosure or restricting the use of the information or documents. Supplier will immediately notify Best Buy upon discovery of any incident in which Best Buy Confidential Information or information systems are, or may have been, accessed without authorization. Best Buy reserves the right to amend any section of this Purchase Order that relates to confidential or Personal Information in order to comply with Best Buy's existing policies and procedures and all applicable municipal, provincial, federal, and international laws.

13. RELATIONSHIP OF PARTIES. The parties understand and acknowledge that Supplier will perform its Services as Best Buy's independent contractor and that this Purchase Order does not create a joint venture, partnership, employment or agency relationship between Supplier and Best Buy.

14. REPORTS. At Best Buy's request, Supplier will provide reports as to its progress in performing the Deliverables. Additionally, Supplier is required to report a minimum of once weekly in verbal form and at least once weekly in written form until all Deliverables milestones have been achieved. If Best Buy requests that Supplier uses a specific reporting format and/or tool or schedule and this request is deemed reasonable by Best Buy and Supplier, then Supplier will use that format/tool in the prescribed manner.

15. ASSIGNMENT. Supplier or Best Buy will not delegate, subcontract, or assign any of its rights or duties under this Purchase Order without the specific written consent of the other party which will not be unreasonably withheld. Either party may assign this Purchase Order to an affiliated company provided the original entity remains liable under the Purchase Order. Both parties will consult prior to any assignment in order to ascertain whether a proposed assignment will result in conflicts with the professional accounting responsibilities of the parties.

16. TERM AND TERMINATION. This Purchase Order will commence on the Effective Date and will continue for one year unless terminated as provided in this Purchase Order. These Purchase Order Terms and Conditions will automatically renew for successive one year terms unless a party provides not less than 30 days written notice to the other party. In the event that a party: (i) breaches a material term of this Purchase Order that is not cured within 10 days of notice thereof from the other party; (ii) becomes insolvent, is adjudged a bankrupt or makes an assignment for the benefit of creditors; or (iii) has a receiver appointed in respect of its property in any action, suit or proceeding by or against that party; (each an "Event of Default") then upon the occurrence of such Event of Default the other party may upon written notice to that party immediately terminate this Purchase Order. Notwithstanding any provisions of this Purchase Order to the contrary, either party will have the right, in its discretion, to terminate this Purchase Order, or any Purchase Order upon 14 days prior written notice to the other party. The provisions of Sections 2, 8, 9, 10, 11, 12, 16, 20, 24, and 26 of this Purchase Order will survive any termination or expiration of this Purchase Order, along with any other provision which expressly or by its nature survives termination or expiration. Supplier will be entitled to be paid for Deliverables rendered up to the effective date of termination. Upon termination, Supplier will deliver to Best Buy all uncompleted Deliverables, including all materials, notes, a summary of all knowledge necessary to use the Deliverables and all Best Buy Confidential Information.

17. PURCHASES. Neither Best Buy nor Supplier (or their respective employees or agents) may, in the name or upon the credit of the other party: (a) purchase goods or equipment; or (b) incur debts, liabilities, obligations, or contracts of whatsoever kind. Neither Supplier nor Best Buy are entitled or authorized to utilize any discount, bonus or other marketing incentive earned by or made available to the other party.

18. WARRANTY. Supplier warrants that the Deliverables will: (i) be free from repeating defects in workmanship and materials under normal use for a period of 90 days from the date of acceptance of the Deliverables; and (ii) subject to any changes in the underlying software or other changes or events beyond the reasonable control of Supplier, perform substantially in accordance with this Purchase Order and those additional specifications agreed upon by the parties for a period of 1 year from the date of acceptance of the Deliverables. Supplier further represents and warrants that it has the right to perform the Services hereunder and to provide the Deliverables to Best Buy as contemplated hereunder.

19. AUDIT. Best Buy will have the right, on a one-time basis during each year of the term of the Purchase Order, to audit the books and records of Supplier relating to the business transacted hereunder and verification of compliance with the terms herein, upon at least forty-eight (48) hours prior written notice, which audit is to be conducted during regular business hours at the corporate

business location of Supplier. Best Buy will bear the cost of the audit except that in the event that the audit reveals a discrepancy of greater than 5% of the amounts to be paid to Best Buy then Supplier will be responsible for the cost of the audit. The parties agree to retain all records related to the Purchase Order, including approvals, for the later period of seven (7) years or the closing of a CRA tax year as communicated by Best Buy to Supplier.

20. INSURANCE. Supplier will procure and maintain a minimum amount of \$2,000,000 of appropriate insurance for the types of claims for which Supplier has agreed to indemnify Best Buy and an Endorsement (Additional Insured-Owners, Lessees, or Contractors-Scheduled Persons or Organizations) for the benefit of Best Buy. Such insurance will include, but not be limited to coverage for loss, damage or claims arising from contractual liability, personal injury and property damage, automobile liability, workers' compensation, products liability, professional liability, and intellectual property infringement. Policy limits may not be cancelled unless Best Buy is given at least thirty (30) days prior written. Coverage and limits referred to above will not in any way limit the liability of Supplier.

21. PCI COMPLIANCE. If the Services provided by Supplier pursuant to the terms of this Purchase Order are amended to include any services involving cardholder data or the payment card industry ("PCI"), Supplier will comply with Best Buy's standard PCI compliance requirements, provided to Supplier and amended from time to time.

22. DISASTER RECOVERY. Supplier maintains a comprehensive program to meet all client service needs in the unlikely event of an unauthorized incident or catastrophic event. This program is reviewed continuously to ensure that Supplier provides the highest level of protection to its computer hardware, computer software and electronic data.

23. CONFLICT OF INTEREST. Supplier hereby represents that there is no connection, relationship or interest between Supplier, including its affiliates, employees, officers, consultants and directors, and any directors, officers, employees or consultants of Best Buy, including its affiliates. In the event that there is a connection, relationship or interest between Supplier and Best Buy, Supplier hereby acknowledges and accepts that it would constitute a conflict of interest (the "Conflict of Interest"). In the event of an occurrence of any circumstance that could constitute a possible Conflict of Interest, the party that is aware of such circumstance, will immediately inform the other party; if Supplier fails to inform Best Buy of any possible Conflict of Interest it is aware of, Best Buy may at its sole discretion, terminate any and all commercial relationship with Supplier without any liability for Best Buy. Supplier represents that it has no interest in obtaining any kind of benefit or advantage derived from a Conflict of Interest.

24. ANTI CORRUPTION. Supplier agrees that neither it, nor anyone acting on its behalf, will violate any anti-bribery or anti corruption laws or international anti-bribery standards, regardless of their technical applicability to Supplier and including but not limited to the Canadian Corruption of Foreign Public Officials Act. Specifically, Supplier agrees that it will not, directly or indirectly, pay, promise or offer to pay, or authorize the payment of any money or anything of value to: (a) an officer, employee, agent or representative of any government, including any department, agency or instrumentality of any government or any government-owned or government controlled entity or any person acting in an official capacity on behalf thereof; or (b) a candidate for political office, any political party or any official of a political party; or (c) any other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity described above for the purpose of influencing any act or decision of such government official, political party, party official, or candidate in his or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision, in order to assist Dealer or Supplier in the promotion, marketing or sale of Products and/or Services under this Purchase Order. In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Dealer which is not properly and accurately recorded in the Intermediary's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation.

25. HOLDBACKS/SETOFF. Supplier acknowledges that Best Buy will have the right to hold back and deduct amounts where it believes in its reasonable discretion that Supplier has not provided value in the work produced. Prior to making any final deduction, Best Buy will provide Supplier with the opportunity to justify the value in the work produced. Best Buy may exercise a right to set off any present or future amounts due to Supplier or accrued to be owed to Supplier by Best Buy against any amounts that Supplier or its successors in interest owe or will owe to Best Buy under this Purchase Order or any other agreement between Best Buy and the Supplier.

26. MISCELLANEOUS. This Purchase Order will be governed by and construed in accordance with the laws of the Province of British Columbia, and the laws of Canada applicable in British Columbia. Any dispute arising from, connected with or relating to this Purchase Order or any related matters must be resolved exclusively before the Courts of British Columbia sitting in the City of Vancouver. This Section will not be construed to limit a party's access to injunction or other equitable or mandatory injunctive relief in any other jurisdiction or affect the rights of a party to enforce a judgment or award outside of the Province of British Columbia, including the right to record and enforce a judgment or award in any other jurisdiction. This Purchase Order may not be modified except by a written amendment referencing this Purchase Order and signed by both Supplier and Best Buy. If any provision herein will be deemed or declared unenforceable, invalid or void by a court of competent jurisdiction, the same will not impair any of the other provisions contained herein which will be enforced in accordance with their terms. Time is of the essence. The parties intend that this writing (a) constitutes the final and binding expression of their agreement and the complete and exclusive statement of the terms related to the Services Deliverables and (b) supersedes all prior negotiations, representations and agreements related to said Deliverables. Best Buy is entitled to use other parties to perform the Deliverables. If any exhibits to this Purchase Order contain terms that conflict with or are contrary to the terms of this Purchase Order, this Purchase Order will control to bind Best Buy and Supplier. Supplier acknowledges that it has been afforded the opportunity to obtain independent legal advice with respect to this Purchase Order and that it understands the nature and consequences of this Purchase Order. This Purchase Order may be executed by the parties in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. This Purchase Order and all related documents have been drawn up in the English language at the express wish of the parties. Le présent contrat et tous les documents reliés ont été rédigés en langue anglaise à la demande expresse des parties.