

## CAESARS WINDSOR – PURCHASE ORDER GENERAL TERMS AND CONDITIONS

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**"Caesars Windsor"** means Caesars Entertainment Windsor Limited ("CEWL") and/or Ontario Gaming Assets Corporation ("OGAC").

**"Vendor"** means the company or entity who accepts a purchase order from Caesars Windsor.

**ACCEPTANCE.** Vendor has read and understands this Purchase Order constitutes an offer which becomes a contract on the terms and conditions contained herein when accepted by acknowledgement by Vendor, upon commencement of work by Vendor, or shipment of goods, whichever comes first. Acceptance of this offer is limited to acceptance of the terms and conditions herein. Any proposal for additional or different terms or conditions (including as may be included in Vendor's acceptance hereunder), shall not operate as a rejection of this offer (unless such additional or different terms and/or conditions alter or change the description, quality or price of the items covered by this Purchase Order) but this offer shall be deemed accepted without such additional or different terms and/or conditions. No waiver by Caesars Windsor of a breach or default of any provision hereof shall constitute a waiver of any further or other breach or default. The terms and conditions herein shall not be changed or modified except by an agreement in writing executed by Caesars Windsor. In the event of an inconsistency between the terms and conditions of this Purchase Order and the terms and conditions of any other document, the terms and conditions of this Purchase Order shall govern, and the terms and conditions of the other document, to the extent inconsistent, will be deemed to be of no force or effect hereunder. This Purchase Order shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Vendor hereby irrevocably attorns to the jurisdiction of the courts of Province of Ontario.

**RECOURSE OF VENDOR.** Caesars Windsor is operated by CEWL, a Crown agency of the Ontario Government. Recourse of Vendor is limited to the assets of Caesars Windsor and no liability is created hereunder for CEWL or Windsor Casino Limited ("WCL").

**STANDARDS.** Vendor shall perform services or provide goods in compliance with (collectively the "Standards"): (a) the *Gaming Control Act (Ontario)* and the regulations thereto, as amended; (b) all applicable laws; (c) prevailing industry standards and regulations; (d) Technical Standards & Safety Authority; (e) Canadian Standards Association; (f) Caesars Windsor security of information and firewall standards; (g) privacy standards; (h) standard accounting practices; (i) Caesars Windsor sensitive area access requirements and policy; (j) Caesars Windsor Contractor Health, Safety, and Environmental Requirements, and its amendments (k) such other standards or specifications as Caesars Windsor may advise Vendor from time to time, and in accordance with any updates or amendments to any of the foregoing Standards from time to time; and (l) all implied conditions and warranties as to fitness for purpose or merchantability which exist or may exist at law.

**GAMING CONTROL ACT (ONTARIO) REGISTRATION.** It is a condition of this Purchase Order that Vendor obtain and maintain the appropriate registration with the Alcohol and Gaming Commission of Ontario ("AGCO") as required under the *Gaming Control Act (Ontario)*, and the regulations thereto, as amended. Vendors not holding a valid AGCO registration, and whom are not required to be AGCO registered under June 2012 *Gaming Control Act (Ontario)* regulation amendments, confirms to Caesars Windsor, by accepting this Purchase Order, that its combined sales to Ontario casinos for the fiscal year April to March totals less than \$750,000.00 Canadian and represents only non-gaming products/services. A breach of this provision shall constitute a material breach of this Purchase Order and Caesars Windsor shall be entitled to terminate this Purchase Order immediately without further liability. Vendor understands and agrees that Caesars Windsor may not be permitted to receive and/or pay for goods and services under this Purchase Order should Vendor's registration status change, expire or otherwise fails to be in compliance with this condition. Vendor will have no recourse of any kind against CEWL, WCL, Caesars Windsor, the Ontario Lottery and Gaming Corporation ("OLG"), or OGAC, their subsidiaries, affiliates, successors and assigns, or their respective shareholders, directors, officers, employees and agents, if non-payment is due to the fact that Vendor is not validly registered in accordance with the *Gaming Control Act (Ontario)*. In any such case, the applicable payment due dates shall be extended to within ten (10) business days of the date of notification that Caesars Windsor is legally permitted to make the payment in accordance with the provisions of the *Gaming Control Act (Ontario)*.

**SUITABILITY.** As a holder of privileged gaming licenses, Caesars Windsor and its affiliates are required to adhere to strict laws and regulations regarding vendor and other business relationships or associations. If at any time Caesars Windsor determines, in its sole discretion, that its association with Vendor could violate any statutes and/or regulations regarding prohibited relationships with gaming companies, or if Caesars Windsor determines, in its sole discretion, that it would be in its best interest to terminate its relationship with Vendor in order to protect any proposed or pending licensing applications or any of its privileged gaming licenses, Caesars Windsor may immediately terminate this Agreement.

Vendor agrees to cooperate with Caesars Windsor, if requested, to undergo a background investigation to comply with Caesars Windsor compliance policies and to continue to cooperate with Caesars Windsor throughout the term of this Agreement to establish and maintain Vendor suitability. If Vendor is or becomes required to be licensed by any federal, state, provincial, and/or local gaming regulatory agency, Vendor shall secure said licensing at its sole cost and expense, or if it fails to become so licensed, or, once licensed, fails to maintain such license or fails to continue to be suitable by the governmental licensing agency, Caesars Windsor may immediately terminate this Agreement. Notwithstanding any other terms of this Agreement, in the event of termination of this Agreement pursuant to this Section, Caesars Windsor shall have no further liability to Vendor, except for any obligations pursuant to any work performed prior to the date that such termination becomes effective, unless otherwise prohibited by a gaming regulatory agency. Vendor agrees to notify Caesars Windsor of any change of control in its ownership which is defined as any change of ownership on 20% or more of its common stock, or any change of ownership of any of its three largest holders holding 5% or more of the outstanding common stock. Vendor agrees to comply with all federal, state, local, provincial or other laws or regulations applicable

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to countries outside of the United States, including but not limited to laws and regulations governing anti-corruption, anti-bribery, foreign corrupt practices, and anti-money laundering laws and regulations applicable to its business. Failure to do so could result in termination of this Agreement pursuant to this paragraph.

**SENSITIVE AREAS ACCESS.** Where access to a Sensitive Area within Caesars Windsor is required for the Vendor to provide any of the goods or services contemplated by this Purchase Order, the Vendor shall ensure that each individual requiring access to a Sensitive Area holds a valid access authorization issued by Caesars Windsor in accordance with Caesars Windsor's Third Party Sensitive Areas Access Policy. "Sensitive Areas" means such areas within Caesars Windsor complex designated as restricted or sensitive. Sensitive Areas Access Request form are available from Caesars Windsor. Vendor understands and agrees that Caesars Windsor may, in its sole and absolute discretion (i) determine to not permit access to a Sensitive Area to any individual and (ii) revoke or terminate any access authorization previously issued to any individual. Vendor will have no recourse of any kind against CEWL, WCL, Caesars Windsor, the OLG, or OGAC, their subsidiaries, affiliates, successors and assigns, or their respective shareholders, directors, officers, employees and agents, if the Vendor is unable to provide the goods or services contemplated by this Purchase Order due to any individual failing to obtain or maintain in good standing a valid authorization to access a Sensitive Area. In circumstances where Caesars Windsor, in its sole and absolute discretion, authorizes Sensitive Area access to an individual designated by the Vendor for the purposes of providing emergency services on behalf of the Vendor before such individual has obtained authorization from Caesars Windsor to access Sensitive Areas, the Vendor shall, within two weeks of such access date, cause such individual to (i) complete a Sensitive Areas Access Request in the prescribed form and (ii) submit a current Police Criminal Record Check issued by a law enforcement agency approved by Caesars Windsor; any failure to comply with this provision shall be deemed to be a material breach of this Purchase Order by the Vendor.

**INSPECTION.** During business hours, and on reasonable notice, Vendor shall permit Caesars Windsor (or its authorized inspectors) to inspect the premises where services are being offered or performed, or goods prepared or assembled (if other than at Caesars Windsor properties to which Caesars Windsor or its authorized representatives shall have access at any time) and Vendor shall make available all documentation pertaining to the services or goods.

**RIGHT TO AUDIT.** Caesars Windsor reserves the right to audit or inspect services performed by Vendor. Caesars Windsor may participate directly through an appointed representative in order to verify that the tasks related to the services have been performed in accordance with this Purchase Order.

**SHIPPING, BILLING AND TAXES.** Vendor agrees: (a) to properly pack, mark and ship the goods in accordance with the requirements of Caesars Windsor; (b) to provide a packing slip with each shipment referencing Caesars Windsor's purchase order number, and where multiple packages comprise a single shipment, to include a separate packing slip for each purchase order; (c) to properly mark each package with Caesars Windsor's purchase order number, the shipping address and, where multiple packages comprise a single shipment, to consecutively number each package; (d) to properly forward the original bill of lading or other shipping receipt for each shipment in accordance with Caesars Windsor's instructions. Vendor will include on bills of lading or other shipping receipts correct classification and identification of goods shipped in accordance with Caesars Windsor's instructions. The marks on each package and identification of the goods on packing slips, bill of lading and invoices shall be sufficient to enable Caesars Windsor to easily identify the goods purchased; (e) to promptly render, after delivery of goods and/or performance of services, accurate and complete invoices to Caesars Windsor; (f) to not charge for any fees that are not specifically agreed to in the Purchase Order, including but not limited to, fees for handling, packaging, currency exchange, storage or transportation of goods; (g) that all taxes, brokerage, customs duties, tariffs and similar levies incurred by the Vendor in the course of supplying goods and/or services to Caesars Windsor are the responsibility of Vendor, unless otherwise agreed to in the Purchase Order; and (h) to charge the proper amount of tax to Caesars Windsor, collect the proper amount of tax from Caesars Windsor and remit the proper amount of tax to all applicable taxation authorities in accordance with all applicable tax laws with respect to any fees, payments or charges to be paid to Vendor.

**DELIVERY AND INSPECTION.** Vendor shall make delivery to the "Ship To" address designated on the Purchase Order. The risk of loss and damage to the goods shall fall on Vendor until tender and acceptance of the goods by Caesars Windsor at the point of delivery. All goods will be subject to Caesars Windsor's inspection and rejection at the place of delivery. Defective goods may be returned to the Vendor for full credit or replacement at the Vendor's risk and expense, including transportation charges both ways.

**CSA.** All electrical equipment or devices must be received with the approval and official mark or label of the Canadian Standards Association (CSA) or other accredited certification or inspection body such as the Electrical Safety Authority at Vendor's sole expense.

**SAFETY DATA SHEET ("SDS").** To ensure compliance with Workplace Hazardous Materials Information System ("WHMIS") 2015, no WHMIS controlled products may be delivered to Caesars Windsor or used onsite at Caesars Windsor without prior approval by Caesars Windsor. Vendors of WHMIS 2015 controlled products must ensure that (a) a WHMIS supplier label is clearly displayed on the containers of all WHMIS controlled products; (b) a current SDS for each controlled product is included with the shipment and packing slip. Failure to comply with these requirements may result in refusal of shipment and/or cancellation of any and all purchase contracts.

**CHANGES.** Caesars Windsor reserves the right at any time to direct changes, or cause Vendor to make changes to goods and/or services contemplated by this Purchase Order or to change the scope of work covered by this Purchase Order by instructing Vendor to

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put Purchase Order on hold or to cancel Purchase Order, pending the issuance of a revised or replacement Purchase Order. Vendor shall not be entitled to make changes to goods and/or services contemplated by this Purchase Order or otherwise change the scope of work covered by this Purchase Order, without the written consent of Caesars Windsor in the form of a revised Purchase Order accepting the changes.

**REPRESENTATIONS AND WARRANTIES.** Vendor represents and warrants to Caesars Windsor as follows and acknowledges that Caesars Windsor is relying upon these representations and warranties (which shall survive all inspections and acceptance) in connection with the goods and/or services contemplated by this Purchase Order. (a) all materials covered by this Purchase Order comply with applicable federal, state, provincial and municipal legislation, regulations, by-law, orders, directions and policies including those affecting the production, processing, packaging, labeling, contents, adulteration or shipment of food products in Canada and the United States of America as effective from time to time. Without restricting the foregoing such materials are not adulterated or misbranded within the meaning of the applicable law, including the *Food and Drug Act (Canada)*: not an article which may not be introduced into inter-provincial or international trade and not adulterated or misbranded within the meaning of the food or drug laws or the ordinances of any province, state, or city which are applicable to such shipment or delivery, to the extent such laws are applicable to the goods sold or services provided pursuant to the Purchase Order. (b) the goods or services covered by this Purchase Order shall be free from defects in material and workmanship, shall be merchantable, shall conform to all applicable plans, specifications, requirements and samples and shall be suitable for the use intended. Vendor shall provide a full and comprehensive labour and material warranty for the goods and services provided pursuant to this Purchase Order for a minimum period of thirteen (13) months from the date of delivery: (c) the goods and/or services provided under this Purchase Order do not infringe any patent, trademark, trade name, copyright or other intellectual property rights: and (d) the goods and/or services provided under this Purchase order are free and clear of all mortgages, liens, charges.

**INDEMNIFICATION AND REMEDIES.** Notwithstanding any breach whether fundamental or otherwise, Vendor assumes the entire responsibility and liability for, and agrees to indemnify, defend and hold harmless Caesars Windsor, WCL, CEWL, the OLG, and the Ontario Gaming Assets Corporation, any of their parents and their respective officers, directors, agents, employees, and successors, assigns, customers and users to the goods and/or services purchased hereunder, from and against any and all losses, expenses (including without limitation, legal and other professional fees), costs, damages (including direct, indirect, consequential and incidental damages), demands, liabilities, suits and claims (including in connection with or arising out of any actual or alleged personal injury (including death) or damage or destruction to property (including loss of use) by whomever suffered, sustained or alleged to have been sustained by reason of (a) any act, error or omission, whether negligent or not, of Vendor and/or its agents, employees, suppliers, subcontractors and consultants (b) any defect, whether latent or apparent, in any product which Vendor has sold to Caesars Windsor hereunder (c) any breach of warranty or of any term or condition of this Purchase Order, or of any obligation of Vendor under this Purchase Order, or (d) any injury loss or damage of any nature or kind whatsoever to, or sustained by Vendor's employees. Both Vendor and Caesars Windsor agree that any legal fees payable pursuant to this indemnification shall be calculated on a solicitor-client basis. The rights and remedies provided to Caesars Windsor herein shall be cumulative, and in addition to any other rights and remedies provided to it by law or equity.

**CONFIDENTIALITY.** Vendor, on behalf of itself and its employees, agrees that any material, data, ideas, concepts, information or processes received from Caesars Windsor or created for Caesars Windsor by Vendor in connection with this Purchase Order shall be the property of Caesars Windsor and shall be preserved in confidence by Vendor and shall not be disclosed by Vendor to third persons except to the extent that such disclosure is necessary for the performance of this Purchase Order.

**TERMINATION.** (a) Termination Upon Notice Without Cause. Notwithstanding any other provision contained herein, during the term of this agreement or any subsequent renewal or extension term (if applicable), Caesars Windsor shall have the right, at any time, to terminate this Purchase Order in whole or in part for convenience, without cause and without liability, fee, penalty or other cost (other than for amounts that have accrued but remain unpaid as of the effective date of termination) upon not less than thirty (30) days' prior written notice to Vendor. (b) Termination Upon Notice With Cause. Caesars Windsor may terminate this Purchase Order forthwith, without liability, and without limiting any of its other rights or remedies, upon written notice to Vendor if (i) CEWL has been terminated as operator of Caesars Windsor; (ii) Vendor fails to obtain and maintain the appropriate AGCO registration; (iii) Vendor is in breach of, or attempts to breach, any of its obligations under this Purchase Order; (iv) Vendor is in breach of the Standards; (v) Vendor is in breach of any of the terms herein including any of the representations or warranties hereunder; (vi) an action or claim against Vendor may, in Caesars Windsor's reasonable opinion, harm the continued business operations of Caesars Windsor; (vii) Vendor is unable to pay its debts when due or is insolvent, is ordered or adjudged to be bankrupt, is placed in the hands of a receiver, enters into any scheme or composition with its creditors, is dissolved liquidated or wound up, or makes any assignment for the benefit of its creditors; (viii) either party is unable to carry out its obligations under this Purchase Order by reason of a Force Majeure, meaning any *bona fide* delay or state of affairs beyond the control of a party (other than as a result of financial incapacity) which shall cause any party to be unable to fulfill or to be delayed or restricted in the fulfillment of any obligation; (ix) Vendor does not deliver the goods and/or services as provided on this Purchase Order by the specified delivery need date or if delivery is not made in specified quantities.

**INDEPENDENT CONTRACTOR AND WORKER'S COMPENSATION.** When services are to be provided on any of Caesars Windsor's premises by Vendor's employees or agents, Vendor acknowledges and agrees that it is the employer of such employees for the purpose of the *Workplace Safety & Insurance Act (Ontario)* ("WSIA"), as amended, and for all other purposes and Vendor agrees that it shall comply with the provisions of WSIA as the case maybe, in relation thereto. Vendor also covenants and agrees to maintain at the Vendor's expense such Public Liability, Property Damage, Employer's Liability and Compensation insurance as will protect

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Caesars Windsor from the aforesaid risks and claims under any applicable statutes and regulations relating to Workplace Safety and Insurance and Occupational Disease. Vendor agrees to submit certificates of insurance evidencing its insurance coverage when requested by Caesars Windsor and Vendor further agrees to increase the limits of its coverage when in Caesars Windsor's opinion existing coverage is not adequate.

**Vendor's WSIB Accounts:** Vendor shall, at all times, be registered with the Workplace Safety and Insurance Board ("WSIB") and shall maintain its account in good standing, whether mandatory or non-mandatory under the *WSIA*. The WSIB account shall include personal coverage for all employees, partners, proprietors, directors and officers of Vendor involved in any aspects of the work or services to be performed. Vendor shall pay all premiums, contributions or assessments in respect of any such WSIB account when due.

**Subcontractors:** Vendor shall also ensure that at all times any of its subcontractors are registered with the WSIB and maintain a WSIB account in good standing, whether mandatory or non-mandatory under the *WSIA*. The WSIB account shall include personal coverage for all employees, partners, proprietors, directors and officers of the subcontractors involved in any aspects of the work or services to be performed. Vendor shall ensure that the subcontractors pay all premiums, contributions or assessments in respect of any such WSIB account when due.

**Clearance Certificates:** Prior to the commencement of any work or services onsite at Caesars Windsor properties, Vendor shall submit to Caesars Windsor, for itself and each of its subcontractors, a valid clearance certificate certifying that the WSIB account is in good standing and that all premiums, contributions and assessments have been paid (collectively, hereinafter "Clearance Certificate") to the WSIB. Thereafter and until all work and services hereunder are completed, at the request of Caesars Windsor, Vendor shall obtain additional Clearance Certificates, for itself and each of its subcontractors, prior to the expiry of the existing Clearance Certificates.

**Independent Operators:** In the event Vendor is an "independent operator" who does not employ any workers, Vendor will be required to provide evidence to Caesars Windsor that Vendor is an "independent operator" as defined by the *WSIA* and has completed and provided the WSIB with the required Questionnaire and that the WSIB has rendered a decision determining Vendor to be an "independent operator". In the event Vendor thereafter employs any workers Vendor shall immediately register with the WSIB and comply with all of the above.

**INSURANCE.** For all services to be provided by Vendor onsite at any of Caesars Windsor's premises, Vendor agrees to carry at Vendor's own expense (i) all normal insurance for Vendor's employees, agents, contractors, directors and officers, including, but not limited to, short-term car rental insurance or other travel related insurance, worker's compensation, disability, and unemployment insurance covering its operations in all of Caesars Windsor's premises where the services will be performed; (ii) Commercial General Liability insurance in an amount of not less than Five Million Dollars (\$5,000,000.00) or an amount of not less than Ten Million Dollars (\$10,000,000.00) if there is a signed CCDC2 per CCDC41 CCDC Insurance Requirements for any one occurrence for bodily injury, property damage, death or products and completed operations. Such policy shall include CEWL, WCL, Caesars Windsor, OLG, OGAC, Caesars Entertainment, Inc., Caesars Holdings, Inc., CEOC, LLC, CEWL Holdco, LLC. as additional insureds and property damage deductible not exceeding Two Thousand, Five Hundred Dollars (\$2,500.00). However, any deductible costs will be to the account of Vendor with no responsibility to CEWL, WCL, Caesars Windsor, OLG, OGAC, Caesars Entertainment, Inc., Caesars Holdings, Inc., CEOC, LLC, CEWL Holdco, LLC. The policy shall be written on a broad form basis including, but not limited to, broad form property damage including loss of use thereof, cross liability, and blanket contractual liability; (iii) all risks builders' coverage to a limit of not less than the replacement cost of the project. The deductible portion is not to exceed Two Thousand, Five Hundred Dollars (\$2,500.00) per occurrence. Such policy shall include CEWL, WCL, Caesars Windsor, OLG, OGAC, Caesars Entertainment, Inc., Caesars Holdings, Inc., CEOC, LLC, CEWL Holdco, LLC. as additional insureds (Note: this section only pertains to construction projects); (iv) all risks coverage on Vendor's equipment to be used onsite including valuable papers in the amount of or equal to the replacement cost of the foregoing with a Waiver of Subrogation in favour of CEWL, WCL, Caesars Windsor, OLG, OGAC, Caesars Entertainment, Inc., Caesars Holdings, Inc., CEOC, LLC, CEWL Holdco, LLC.; (v) Professional Errors and Omissions Liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00); (vi) Technology Errors and Omissions Liability insurance for losses arising out of an error, omission, or negligent act in the rendering of services in an amount not less than Five Million Dollars (\$5,000,000.00). Policy shall include coverage for financial loss, an extension for bodily injury and property damage loss arising from the provision of services, and software copyright infringement; (vii) Cyber Liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and aggregate to include: (a) coverage for data and network liability – damages and claims expenses due to data breach, security breach, and failure to timely disclose a data or security breach; (b) coverage for failure to comply with privacy policies that prohibits or restricts the provider's disclosure, sharing, selling or failure to prevent the loss of personally identifiable information; (c) coverage for failure of computer security, including liability caused by theft or disclosure of confidential information; (d) coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security. (Note: Cyber Liability insurance only pertains to certain IT related projects.)

**INSURANCE CERTIFICATE AND INDEMNIFICATION.** A Certificate(s) of Insurance, in a form acceptable to Caesars Windsor, as evidence of insurance is to be provided by Vendor to Caesars Windsor no later than five (5) business days after the date the Purchase Order is issued and prior to the commencement of services performed. Each policy of insurance as described herein shall provide Caesars Windsor with not less than sixty (60) days prior written notice of any cancellation or termination thereof. Vendor shall



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indemnify and hold Caesars Windsor harmless from any and all liability, damages, claims, actions, and judgments relating to Vendor's breach of or inaccuracy of any representation or warranty, non-performance of any Vendor covenants pursuant to this Purchase Order and/or any negligent or wilful act or omission of the Vendor.

**ASSIGNMENT.** Notwithstanding any other provision contained herein, Vendor acknowledges and agrees that this Purchase Order may be assigned, in whole or in part, by Caesars Windsor to any other person or entity without the consent of Vendor. Vendor may not assign this Purchase Order in whole or in part, without the prior written consent of Caesars Windsor. Any permitted assignment shall relieve the assignor from its obligations under this Purchase Order.

**IMMIGRATION.** Vendor shall be responsible for ensuring compliance with and obtaining any necessary approvals and/or authorizations in accordance with the applicable Canadian Immigration regulations for any services to be performed onsite at any of Caesars Windsor's properties, including, without limitation, any maintenance, training and/or installation.

**IMPORTER OF RECORD.** In the event any items or goods provided by Vendor under this Purchase Order are being imported into Canada, unless agreed to otherwise on the Purchase Order, Vendor will be the Importer of Record and will assume responsibility for all fees, including all costs related to insurance and customs clearance, such as brokerage as well as any applicable customs duty and Goods and Services Tax ("GST") and Harmonized Sales Tax ("HST") and any similar or replacement taxes now or hereafter enacted. All shipments importing into Canada should be accompanied by a commercial invoice or pro-forma invoice detailing the items and declaring their value accurately at the price being paid in the sales transaction. Certificates of Origin should also accompany all shipments of items qualifying for duty rate reductions under the Canada-United States-Mexico Agreement ("CUSMA"). This is also known as United States-Mexico-Canada Trade Agreement ("USMCA"). It is the shipper's (exporter's) responsibility to provide the consignee with Certificate of Origin attesting that duty rate reductions apply only when satisfying one of the Free Trade Agreement Rules of Origin. Failure to include a pro-forma or commercial invoice and Certificate of Origin may be cause for return of the shipment to Vendor, at Vendor's expense.

**WITHHOLDING TAXES FOR NON-RESIDENTS.** The *Canadian Income Tax Act* and regulations thereunder require that Caesars Windsor withhold a portion from payments of fees, commissions and other amounts paid to non-resident individuals, partnerships or corporations, in respect of services rendered in Canada. This withholding tax requirement does not represent a definite tax but, rather, is considered by the Canada Revenue Agency (CRA) as payment on account of a non-resident's overall tax liability to Canada. There is a provision in the *Income Tax Act* and regulations for non-residents to make application to have the withholding amount reduced or waived. It is the obligation of non-residents to familiarize themselves with these provisions and, if a non-resident decides to make an application, to actually make such application. Non-residents should be aware that applications for reduction or waiver of the withholding tax must be received by CRA prior to commencement of any engagement (up to one month in advance in certain circumstances). Non-residents are responsible for determining and complying with these deadlines (which may change without the knowledge of Caesars Windsor). The Regulation 105 Waiver Application form is available at: [www.cra-arc.gc.ca/E/pbg/tf/r105/r105-05e.pdf](http://www.cra-arc.gc.ca/E/pbg/tf/r105/r105-05e.pdf). For more information see CRA website at [www.cra-arc.gc.ca/menu-e.html](http://www.cra-arc.gc.ca/menu-e.html)

**CANADIAN ANTI-SPAM COMPLIANCE.** Vendor shall comply with Canadian Anti-Spam Legislation (hereinafter "CASL"), including in respect of any commercial electronic message (hereinafter "CEM") it sends, or causes or permits to be sent, on behalf of Caesars Windsor or otherwise in connection with providing the Services, and in respect of any request for consent to send a CEM that is made by Vendor on behalf of Caesars Windsor in connection with providing the Services. Without limiting the generality of the foregoing, to the extent that the Services involve the sending of CEMs, Vendor shall ensure that: (i) CEMs are only sent to individuals who have consented, in the manner required by CASL, to receive them; (ii) all CEMs sent to recipients comply with the form, content and other requirements prescribed by CASL; and (iii) in the event that the Services involve requesting consent from individuals to send CEMs, such requests for consent comply with all applicable requirements of CASL.

**PRIVACY/DATA PROTECTION.** By accepting this Purchase Order, Vendor acknowledges that it is currently compliant and will continue to ensure compliance with respect to the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") and similar provincial legislation that is in force or may come into force in the future. For the purposes of this Purchase Order "Applicable Privacy Laws" means PIPEDA and any similar provincial legislation governing the protection of personal information in the private sector applicable to Caesars Windsor, Vendor and/or the activities set out in this Purchase Order; and "Personal Information" means information about an identifiable individual as more particularly defined in Applicable Privacy Laws.

In performing its obligations in this Purchase Order, Vendor will adhere to the following:

To the extent that Caesars Windsor provides access or transfers to Vendor any Personal Information in the course of any service or function that Vendor may perform for or on behalf of Caesars Windsor pursuant to this Purchase Order, or pursuant to any agreement(s), contract(s) or other arrangement, whether written or unwritten, Vendor shall:

- not use such Personal Information for any purpose other than fulfilling its obligations under this Purchase Order;
- not disclose such Personal Information to any person other than as expressly permitted by Caesars Windsor or as required by law;
- immediately refer to Caesars Windsor any individual who contacts Vendor seeking access or correction to or with any inquiries or complaints about their Personal Information that relates to this Purchase Order, and immediately notify Caesars Windsor regarding any such request, inquiry or complaint;
- throughout the term of this Purchase Order, use appropriate security measures to protect such Personal Information against

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unauthorized access, disclosure, copying, use, or modification, and immediately inform Caesars Windsor of any accidental or unauthorized access, disclosure, copying, use, or modification of such Personal Information;

- upon termination of this Purchase Order, immediately return to Caesars Windsor or, at the direction of Caesars Windsor, dispose of all Personal Information relating to this Purchase Order using appropriately secure measures;
- designate a person to handle all aspects of this Purchase Order relating to Personal Information;
- on reasonable notice and during normal business hours, permit Caesars Windsor to audit Vendor's compliance with its obligations described herein and to enter onto Vendor's premises for that purpose, and;
- not subcontract, assign or delegate its obligations with respect to Personal Information under this Purchase Order or any agreement without the express consent of Caesars Windsor.

To the extent that Vendor may, on behalf of Caesars Windsor or otherwise in fulfilling its obligations under this Purchase Order, collect, use or disclose Personal Information, including without limitation and for greater certainty, Personal Information that has not been provided by Caesars Windsor or that is independently collected by Vendor, Vendor shall ensure that such Personal Information is collected, used and disclosed with the knowledge and consent of the individual to whom the Personal Information relates in accordance with Applicable Privacy Laws, and shall otherwise comply with the obligations set out in the preceding paragraph.

**NO DISCRIMINATION.** Vendor shall not engage in discriminatory treatment of any kind in connection with, or to any person or class of persons for any reason whatsoever including discriminatory treatment based on race, creed, religion, or sex.

**ACCESSIBILITY.** Vendor shall comply with accessibility standards applicable to Vendor pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*.