



LETTER OF STANDING OFFER
PRODUCTS/SERVICES

This Letter of Standing Offer is entered into in the city of , province of on , 20 (hereinafter called the "Agreement")

BETWEEN: Canadian Broadcasting Corporation, a corporation duly established under the Broadcasting Act, S.C. 1991, c.11, having its head office at 181 Queen Street, Ottawa, Ontario, K1P 1K9 and a place of business at , (hereinafter called "CBC")

AND: XXX, a corporation/company duly established under the laws of XXX, having its head office or a place of business at XXX,

(hereinafter called "Supplier")

GST/HST no.:

PST no.:

(hereinafter individually referred to as a "Party" or collectively as the "Parties")

Request for Standing Offers no. ("RFSO")
Standing Offer dated: , 200 ("Standing Offer")

1. CONDITIONS AND SERVICES

1.1 Process and Purchase Orders: The Supplier was selected as being qualified based on its Standing Offer in response to the RFSO for . As a qualified supplier to provide the Products/Services (as defined in Section 1.2) to CBC, CBC may invite the Supplier and other qualified suppliers on a "need basis", to provide to the satisfaction of CBC, "as and when requested by CBC", all Products/Services called up by CBC in a Purchase Order against this Letter of Standing Offer. At any time during the Term (as defined in Section 1.6), CBC may issue such requests for Products/Services and when invited, the Supplier shall provide the Products/Services in compliance with the specifications pertaining to the RFSO, the Standing Offer and this Agreement.

If the Supplier is retained, a purchase order in the form of the sample attached as Attachment "C" ("Purchase Order") shall be signed and deemed appended to this Agreement to describe the Products/Services including Suppliers's tasks, responsibilities, schedule, products and deliverables related thereto. Each Purchase Order shall form an integral part of the Agreement.

The Supplier acknowledges that this Agreement is not a Products/Services contract and that only a Purchase Order authorized by CBC under this Agreement shall form a Products/Services contract with CBC, solely for the Products/Services described in the Purchase Order. The Supplier shall provide Products/Services in accordance with Purchase Orders and terms and conditions of this Agreement.

1.2 Products/Services: Briefly described as , and more fully described in the RFSO and in relevant Purchase Orders appended to this Agreement. (hereinafter called "Products/Services")

1.3 Price (\$CDN): [ ] Fixed Price of: \$ / (as per the Standing Offer); plus applicable taxes; [ ] As per Section 2 of Attachment "A" (hereinafter called "Price")

Discount terms: [ ] Discount of: % (as per the Standing Offer); plus applicable taxes; [ ] As per Section 2 of Attachment "A" (hereinafter called "Discount")

Applicable taxes: [ ] GST [ ] PST [ ] HST [ ] Withholding tax

1.4 Invoicing: [ ] As per Section 3.4; [ ] As per Section 4 of Attachment "A"; [ ] Invoicing using CBC's accounts payable e-commerce system (APEC) (APEC details to be provided by CBC)

Payment: [ ] As per Section 3.5; [ ] As per Section 5 of Attachment "A"

1.5 Estimated Annual Upset Limit (see 3.2):

1.6 Term: The term of this Agreement shall commence on , 20 and shall terminate on , 20 , with [ ] 0, [ ] 1 or [ ] 2 irrevocable options for CBC to renew for month/year period(s) under the same terms and conditions by sending a written notice 30 calendar days prior to the end of the initial term or of each option, if applicable. (hereinafter called "Term")

- 1.7 **Personal Guarantee:**  As per Section 7.1e) and Attachment “B”;  Non applicable
- 1.8 **Personal Information:**  As per Section 7.1f) and CBC shall supply a copy of the *Personal Information and Privacy Protection Policy*;  Non applicable
- 1.9 **Performance Bond:**  As per Section 8 of Attachment “A”;  Non-applicable

## 2. **OBLIGATIONS**

**2.1. Supplier’s obligations.** Supplier undertakes to provide the Products/Services as and when requested by CBC through a Purchase Order against the Letter of Standing Offer, with diligence, in a timely manner and in accordance with the terms and conditions of this Agreement and with generally accepted professional standards and practices recognised in the industry.

**2.2. Purchase Order.** Representatives of CBC will request the provision of Products/Services solely on a form entitled “CBC Purchase Order” a sample of which is attached as Attachment “C” hereto. These Purchase Orders will be sent to Supplier by fax or e-mail or as otherwise agreed and shall form a contract between Supplier and CBC.

**2.3. Delay or Default by Supplier.** If the Supplier delays in the provision of the Products/Services or is in default under the contract formed by the Purchase Order, CBC may cancel the Purchase Order by written notice without any liability to Supplier and at no cost to CBC or CBC may do such things as it deems necessary to correct the Supplier’s default, including buying from another supplier. Supplier will reimburse CBC for all costs, expenses and damages incurred or sustained by CBC, by reason of the Supplier’s default, and for correcting the default.

**2.4. Not a Contract.** Supplier acknowledges that this Letter of Standing Offer is not a contract of purchase and sale, and that only a Purchase Order authorized by CBC under the Letter of Standing Offer shall form a contract of purchase and sale with CBC, solely for those Products/Services which have been called-up; provided however that such Purchase Order is made in accordance with the provisions of this Letter of Standing Offer.

**2.5. Confidentiality.** Supplier acknowledges and agrees that the Products/Services to be provided under this Agreement place Supplier in a position of trust and confidence with respect to CBC. CBC owns, possesses or controls certain information of a confidential nature (including trade secrets, information of a technical and business nature relating to its strategies, administration, marketing, financial and/or broadcasting activities) which are either treated by CBC as being confidential, marked confidential when provided on a material support or which are generally not available to the public. All such information and any materials embodying such information whether disclosed verbally, visually, or otherwise within the scope of this Agreement, shall be considered by Supplier as CBC’s proprietary and confidential information (the “**Confidential Information**”). Supplier shall use all reasonable efforts to protect the Confidential Information and keep it confidential. In particular, it shall not directly or indirectly disclose, allow access to, transmit or transfer the Confidential Information to a third party without CBC’s prior written consent. Supplier shall disclose the Confidential Information only to those persons who have a need to know for the purpose of this Agreement.

**2.6. CBC’s obligations.** CBC undertakes to make payments as set out in Section 1.3 and 1.4 above.

## 3. **INVOICING AND PAYMENT**

**3.1. Prices.** Supplier agrees that Prices and Discounts quoted in its Standing Offer and set out in 1.3 above, are firm and that Prices must not increase during the Term, except if agreed to in writing by CBC in Attachment “A” or in a Purchase Order. In addition, any price reductions during the Term due to market conditions, will be passed along to CBC.

**3.2. Estimated Annual Upset Limit.** The total annual spending resulting from Purchase Orders called up against this Letter of Standing Offer shall not exceed the Estimated Annual

Upset Limit (“EAUL”) indicated in Section 1.5 (applicable sales taxes excluded), unless the Supplier agrees in writing to a revised EAUL which would be applicable for the remainder of or a part of the period of the Letter of Standing Offer.

**3.3. Most Favoured Customer Prices.** Supplier agrees that prices and/or discounts quoted in its Standing Offer shall be and shall remain, during the Term of the Letter of Standing Offer, the Most Favoured Customer Prices (“MFCP”) herein defined as any price and/or discounts for a Products/Services in a particular province of Canada or, if outside of Canada, in any other country of the world where Products/Services are provided to CBC, that would be equal or more advantageous than any other price and/or discounts paid by any other purchaser of the same Products/Services in that same province or country. Each year, the Supplier shall provide CBC with a certificate of compliance signed by a duly authorized Officer of the Supplier confirming that the Supplier is still in compliance with its MFCP obligations under the Letter of Standing Offer, and if not in compliance, providing an account of the amount to be reimbursed to CBC, in a timely matter, for any such overpayment made by CBC.

**3.4. Monthly Invoicing.** Unless the Parties agree on another invoicing periodicity in Section 4 of Attachment “A”, Supplier will submit invoices to CBC on a monthly basis for the agreed amounts for the Products/Services satisfactorily rendered and accepted as per Section 6.1, during that month. Price as defined in Section 1.3 above does not include any tax required by any level of government, unless stipulated to the contrary. At all times, it is mandatory that each invoice shows: (i) the Price/Discount invoiced without tax; (ii) the amount of each applicable tax, separately; (iii) Supplier’s tax numbers; (iv) the total price, applicable taxes included; and (v) the contract reference number appearing in the right above corner of page 1 of this Agreement, or if it does not show, the reference number provided by the CBC representative.

**3.5. Payment.** Unless otherwise agreed between the Parties in Section 5 of Attachment “A”, once approved by CBC, CBC shall pay amounts due to Supplier within forty-five (45) calendar days of receipt of invoice.

## 4. **CHANGES**

**4.1. Proposed Changes.** During the Term, changes may be required in the description of the Products/Services to be provided by Supplier, or in the tasks and activities to be performed by either Party. Either Party is entitled to propose reasonable changes. Parties acknowledge that any such change may affect the Price, but neither Party shall have any obligation respecting any change unless an amendment is executed pursuant to Section 11.18.

## 5. **INTELLECTUAL PROPERTY**

**5.1. No Infringement.** Supplier represents and warrants that the provision of the Products/Services hereunder shall not cause Supplier to infringe on any intellectual proprietary rights owned by third parties and that Supplier has all right, title and interest to provide the Products/Services under this Agreement.

**5.2. Title to and Use of Works.** Supplier hereby irrevocably assigns to CBC all right, title and interest in all goods created, made, prepared, developed or produced by Supplier or on behalf of Supplier, in the performance of the Services (collectively the “**Works**”). Supplier waives any moral rights related to the Works. In addition, Supplier hereby authorizes CBC to use now and in the future, for CBC’s purposes and on a non-exclusive and royalty-free basis, all goods made, created, prepared, developed or produced by Supplier or on behalf of Supplier, prior to the performance of the Services and which are embedded, included in, or provided with the Works.

## 6. INSPECTION AND WARRANTY

**6.1. Inspection of Products/Services.** Products/Services delivered or provided under this Agreement shall be received or accepted and paid by CBC subject to final inspection and acceptance (according to criteria to be reasonably determined by CBC) by a person duly authorized by CBC. Products found to be defective or not in compliance with CBC's specifications set out in this Agreement, may be returned to the Supplier at Supplier's expense. Services found to be non-compliant with specifications set out in this Agreement, shall be promptly corrected by Supplier at Supplier's expense, upon request from CBC. Supplier agrees that inspection of the Products/Services by CBC shall not release Supplier of its obligations hereunder.

**6.2. Warranty.** Unless otherwise agreed between the Parties in Section 6 of Attachment "A", Supplier warrants that the Products/Services shall be free from any deficiencies for a minimum period of ninety (90) calendar days from the time they are delivered and/or provided, and Supplier shall correct, at no cost to CBC, any deficiencies in such Products/Services, provided however that these deficiencies are reported by CBC to Supplier within such minimum warranty period. Should the manufacturer's warranty period for Products be longer than the above-mentioned warranty of ninety (90) days, the Supplier shall use its commercially reasonable efforts to pass on to CBC the manufacturer's warranty for the Products, and CBC shall benefit from this warranty. In addition, the Supplier represents and warrants that the Products will fit for the particular purpose(s) for which it is intended.

## 7. OTHER REPRESENTATIONS AND WARRANTIES

**7.1.** Supplier represents and warrants to CBC:

a) that where Supplier is either a corporation, partnership or sole proprietorship, that it is duly constituted and validly existing under the laws of its jurisdiction of incorporation/registration and that it is qualified to carry on business in the jurisdiction where the Products/Services are provided;

b) that it has the sufficient skill, knowledge, expertise, and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the terms and conditions of this Agreement;

c) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to provide the Products/Services hereunder and, upon becoming aware of such, it shall immediately notify CBC and provide CBC with details of the nature of the law suit or circumstance;

d) that the entering into of this Agreement and the provision of the Products/Services hereunder shall not cause Supplier to be in breach of any obligation of confidentiality which Supplier may owe to any third party or otherwise cause Supplier to be in breach of any agreement or undertaking with any third party;

e) that subject to Section 1.7, where Supplier is a newly formed corporation or limited partnership, or if it is the sole shareholder of the corporation or at CBC's request, that it provides a personal guarantee for the obligations arising under this Agreement as described in Attachment "B"; and

f) that subject to Section 1.8, Supplier undertakes to treat all personal information transferred to it pursuant to the terms of this Agreement in accordance with the CBC *Personal Information and Privacy Protection Policy*, a copy of which shall be supplied by CBC. Supplier shall use this information only for the purposes of the Agreement and shall not disclose this information to any third party except in accordance with the CBC *Personal Information and Privacy Protection Policy*. Supplier shall consider this information as Confidential Information.

## 8. INSURANCE

**8.1. Supplier's Insurance.** Unless otherwise agreed between the Parties in Section 7 of Attachment "A", Supplier agrees to provide, pay for and maintain during the Term, insurance coverages including applicable deductibles, in accordance with the following:

a) *commercial general liability insurance* coverage in the amount of 2 million dollars or another amount as indicated in Section 7 of Attachment "A", and such insurance shall: (i) include CBC as an additional insured; (ii) provide for cross liability so that each insured is protected separately by the insurer; (iii) contain 30 calendar days prior written notice of material change or cancellation to CBC; and (iv) waive all rights of subrogation against CBC;

b) *commercial automobile liability insurance* coverage in the amount of 2 million dollars, or another amount as indicated in Section 7 of Attachment "A"; and

c) *professional liability insurance* in the amount of 2 million dollars, or another amount as indicated in Section 7 of Attachment "A".

Certificates of insurance evidencing proof of coverage may be required by CBC either prior to or following execution of this Agreement.

## 9. INDEMNITY AND LIABILITY

**9.1. General Indemnity.** Supplier shall indemnify and save harmless CBC from and against any and all claims, losses, damages, costs (including actual legal fees), actions and causes of action arising out of or resulting from Supplier breaching any provision of this Agreement or anything done or omitted to be done by Supplier in connection with the provision of the Products/Services under this Agreement or loss or damage to property caused by acts or omissions of Supplier or of anyone for whom Supplier may be responsible or liable. However, in no event shall Supplier be liable to CBC for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever.

## 10. TERMINATION

**10.1. Termination for Cause.** This Agreement may be terminated by either Party (the "**Non-Defaulting Party**") if the other Party (the "**Defaulting Party**") commits a material breach of any of its obligations hereunder and fails to cure such breach within the time period set forth in the following paragraph or fails to reach an agreement with the Non-Defaulting Party regarding the cure thereof.

In the event of such a breach, the Non-Defaulting Party will so notify the Defaulting Party in writing. The Defaulting Party will have five (5) calendar days following receipt of the default notice to cure such breach or, if it cannot reasonably be cured in five (5) calendar days, a longer period of time as may be reasonably necessary, provided that the Non-Defaulting Party agrees in writing to such period. If the breach remains uncured after the cure period, the Non-Defaulting Party may terminate this Agreement effective immediately by sending a written notice to such effect.

**10.2. Insolvency Event.** This Agreement may be terminated by a Party upon receipt by the other Party of a termination notice, in case of any insolvency of such other Party, any filing of a petition in bankruptcy by or against such Party, any appointment of a receiver for such Party, any assignment for the benefit of such Party's creditors.

**10.3. Termination Without Cause.** This Agreement may be terminated by CBC at any time, without cause and without liability to Supplier (except for payment as per Section 10.4), by sending Supplier a prior written notice of: (i) thirty (30) calendar days if the initial term of the Agreement, prior to any renewal option, is of one year or less; or (ii) sixty (60) calendar days if the initial term of the Agreement, prior to any renewal option, is over one year.

**10.4. Termination obligations.** In the event of termination of this Agreement pursuant to Section 10, Supplier will be paid for the Services rendered to CBC's satisfaction, and all amounts due for Products duly delivered, up to the termination date as set forth in the termination notice. In no case shall Supplier be paid for loss of any anticipated and unearned profits or loss of revenue. In addition, at CBC's request, Supplier shall collaborate with CBC to assist with the orderly termination process or transfer of the Products/Services or Agreement to another supplier or to CBC, without disrupting the continuation of CBC's operations and business. CBC may, if necessary in CBC's sole opinion to achieve such transition, extend the Term of this Agreement up to a maximum of three (3) months on the same terms and conditions.

## 11. MISCELLANEOUS

**11.1. No Exclusivity.** CBC may retain more than one qualified supplier from whom CBC may receive the Products/Services during the Term of this Agreement, without granting any exclusivity to any of these qualified suppliers.

**11.2. No Volume Guarantee.** Nothing in this Agreement shall be interpreted as a guarantee or a commitment by CBC to buy a minimum volume of Products/Services from the Supplier during the Term.

**11.3. Risk of Loss.** Supplier shall bear all risk of loss or damages to the Products until delivered to CBC at the delivery place indicated in Section of Attachment "A" or any other delivery place agreed to by the Parties.

**11.4. Access to Books and Audit.** Supplier will provide CBC reasonable access to its books and records pertaining to any invoice issued by Supplier for the provision of the Products/Services during the Term.

**11.5. Subcontractors.** Supplier will not subcontract to provide any of the Services without the prior written consent of CBC, which consent will not be unreasonably withheld. In all circumstances, Supplier will and remains responsible and liable for all subcontracted parties.

**11.6. CBC Premises.** While on CBC premises, Supplier, its employees, subcontractors and agents shall abide by all laws and regulations, instructions, directions and policies, which may be in effect from time to time at CBC, including but not limited to those related to health, safety and access to CBC premises.

**11.7. Compliance with Laws and Permits.** All Products/Services provided by or on behalf of Supplier must comply with all applicable federal, provincial and municipal laws and regulations. Supplier, including its subcontractors, must obtain and maintain required consents, authorizations and permits for its operations at its own costs. Supplier represents and warrants that it and its subcontractors will comply with all applicable laws and regulations in the provision of the Products/Services under this Agreement.

**11.8. Act of God.** Neither Party shall be held responsible for damages caused by delay or failure to perform or observe any covenant, undertaking, obligation or condition hereunder when such delay or failure is due to act of God, inevitable accident, fire, flood, lockout, strike, or other labour dispute, riot or civil unrest, wars, acts of public authorities (including law enactment, regulation, rule, order, etc.), or other cause of similar or different nature beyond the control of the Parties.

**11.9. No Agency and Independent Contractor Status.** Supplier and CBC are not partners nor joint venturers; neither Party is the agent, representative or employee of the other Party and nothing in this Agreement shall be construed to create any relationship between them other than an independent contractor relationship. As an independent contractor, Supplier declares and warrants that it is responsible for making all deductions, contributions and payments prescribed by law, including those relating to its employees. Supplier also warrants that CBC may not be held responsible for deductions or payments of any nature whatsoever concerning Supplier, its employees or any person acting on behalf of Supplier.

**11.10. Confidentiality of the Agreement.** Supplier undertakes to preserve the confidentiality of the terms and conditions of this Agreement, and to only disclose its contents to persons who must be apprised of the Agreement for the purposes of said Agreement.

**11.11. Notices.** All notices and consents required or which may be given under this Agreement will be deemed to have been duly given (i) when delivered by hand; (ii) three (3) calendar days after being mailed by registered or certified mail, return receipt requested; or (iii) when received by the addressee, if sent by facsimile transmission or by express delivery service (receipt requested), in each case addressed to a Party, care of the person who signed this Agreement at the address indicated under the signatures lines (or to such other address as designated in writing by a Party to the other Party).

**11.12. Publicity and Corporate Identification.** Supplier shall not use CBC's name, logos, trademarks or official marks without CBC's prior written consent. Supplier will submit to CBC for prior approval in writing, all press releases, advertising, sales promotions and other publicity matters related directly or indirectly to this Agreement.

**11.13. No Assignment.** Supplier may not assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of CBC which consent shall not be unreasonably withheld. Any assignment or transfer in contravention of this Section will be void and of no force and effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

**11.14. Access to Information.** CBC is subject to *The Access to Information Act*, R.S. 1985, c. A-1. As a consequence, records held by CBC may be subject to a request for access and be disclosed if no exclusion or exemption provided for in the Act applies.

**11.15. Severability.** If any provision of this Agreement or the application thereof to any circumstances is held to be invalid or unenforceable, the remaining provisions or the application thereof to other circumstances, shall not be affected thereby and shall be held valid to the full extent permitted by law.

**11.16. Non-waiver of Right to Enforce the Agreement.** The Parties recognize that failure or delay on the part of the other Party to exercise a right, power or privilege under this Agreement shall not operate as a waiver thereof, and that any single or partial exercise of a right, power or privilege shall not preclude any other future exercise thereof.

**11.17. Survival.** Any provisions of this Agreement (including those regarding confidentiality, indemnity and liability) that extend beyond the term of the Products/Services provided, or that are necessary for the Parties to fully exercise their rights and obligations under this Agreement, shall survive beyond the Term of said Agreement.

**11.18. Entire Agreement and Amendments.** This Arrangement and any Attachment(s) hereto including Purchase Orders, together with the RFSO and the Standing Offer which are deemed to be integral parts of this Arrangement, represent the entire agreement between the Parties and supersede all prior negotiations, representations, proposals or agreements whether written or oral. Any amendment to this Arrangement shall be in writing and signed by both Parties.

**11.19. Precedence.** Supplier agrees and understands that in the event of any inconsistencies, the order of precedence and priority from the first to the last document is as follows: (i) Purchase Order; (ii) Attachment "A" of this Arrangement; (iii) main part of this Arrangement (without the Attachments); (iv) Attachment "B"; (v) Attachment "C"; (vi) Standing Offer; (vii) RFSO. The Supplier shall notify the CBC of any such inconsistencies as they become apparent.

**11.20. Governing Law and Forum.** This Agreement, including the performance and enforceability hereof, will be governed by and construed in accordance with the laws of the province indicated hereunder and with the federal laws of Canada applicable therein. The Parties consent to the exclusive jurisdiction of the courts sitting in said province, for any action or suit related to this Agreement.

Quebec

Ontario

**IN WITNESS WHEREOF**, CBC and Supplier have caused this Agreement to be signed and delivered by their duly authorized representatives in **duplicate**, all as of the date first herein above written.

**CANADIAN BROADCASTING CORPORATION**

(Supplier's Name)

Signature: \_\_\_\_\_  
Name:  
Title:  
Address:  
Tel.:  
Fax:  
Email:

Signature: \_\_\_\_\_  
Name:  
Title:  
Address:  
Tel.:  
Fax:  
Email:

Signature: \_\_\_\_\_  
Name:

Supplier represents that it is a resident of Canada, as defined by Canada Customs and Revenue Agency.

Title of Finance Representative:

**ATTACHMENT "A"**

For each Section that is not relevant or non-applicable, please indicate N/A.

**1. Products/Services**

a) **Description of Products/Services**

b) **Role of Supplier**

c) **Details Concerning Personnel Required for Services** (ex: Customer Service representative, Billing representative, regional support contacts, etc.)

d) **Geographic Coverage of Supplier under this Agreement**

**2. Prices and/or Discounts** (if not indicated in Section 1.3 of this Agreement)

Applicable taxes are those indicated in Section 1.3 of this Agreement.

**3. Prices and/or Discounts Detail** (breakdown by Products Categories, if applicable)

**4. Invoicing** (if the invoicing periodicity is different than the one set out in Section 3.4 of this Agreement)

INSTRUCTIONS TO CBC: remove the following if not applicable

Invoices shall be submitted as follows:

- in an envelope marked "Invoices";
- with separate invoice for each shipment or provision of Products / Services
- be applied to one Purchase Order only and shall state if the shipment or service rendered is partial or final; and
- Shall show the terms of payment, name and address of CBC's contact and the individual Purchase Order number.

**5. Payment** (if different than Section 3.5 of this Agreement)

**6. Warranty Period** (if different than Section 6.2 of this Agreement)

**7. Insurance Information** (if different than Section 8 of this Agreement)

(a) commercial general liability insurance:  amount of coverage: \_\_\_\_\_ ;  
 non-applicable.

(b) commercial automobile liability insurance:  amount of coverage : \_\_\_\_\_ ;  
 non-applicable.

(c) professional liability insurance:  amount of coverage : \_\_\_\_\_ ;  
 non-applicable.

**8. Performance Bond**

**9. Periodic Reports**

INSTRUCTIONS TO CBC: REMOVE THE FOLLOWING IF NOT APPLICABLE

Supplier to provide CBC with monthly reports (Excel format) via electronic mail to report on Product usage as follows:

Report #1 – Overall monthly purchases by individual Product/Service item for all CBC locations

Report #2 – Overall year to date purchases by individual Product item for all CBC locations

10. **Business reviews**

11. **Miscellaneous (ex: expenses)**

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**ATTACHMENT "B"**

**PERSONAL GUARANTEE**

The Guarantor, \_\_\_\_\_, personally guarantees to the CBC that he/she shall be held jointly and severally liable with Supplier for the proper execution of all obligations arising under the Agreement. Without limiting the generality of the foregoing, such obligations shall include, but not be limited to, the proper performance of Services, the indemnification of the CBC and the obligations of confidentiality. Any failure on the part of Guarantor to properly perform its obligations under or in connection with the Agreement shall constitute an automatic default and shall give rise to an immediate recourse against the Guarantor. The obligations of the Guarantor hereunder shall not be divisible and shall be enforceable against the Guarantor's heirs, successors and assigns.

The Guarantor hereby consents to being bound by this Personal Guarantee and by the terms and obligations arising under or in connection with the Agreement.

IN WITNESS WHEREOF the Guarantor has executed this Personal Guarantee as of the date written below.

Date:        200

\_\_\_\_\_  
Guarantor's Name  
Guarantor

\_\_\_\_\_  
Witness' Name  
Witness



**ATTACHMENT "C"**  
**PURCHASE ORDER SAMPLE**  
[NTD : INSERT PURCHASE ORDER SAMPLE]