

## Britannia Development 2016 Vendor Agreement

**THIS AGREEMENT** entered into by and between Britannia Development Company Inc., ("BDC" or "Company") located at 14212 23<sup>rd</sup> Ave. N. Plymouth, MN 55447, and \_\_\_\_\_

\_\_\_\_\_ ("Contractor") located at \_\_\_\_\_

\_\_\_\_\_ (Contractor's Address), is made and entered into by the parties as follows:

Whereas, BDC is in the business of making repairs and providing property preservation services for its clients; and Whereas BDC desires to engage the services of Contractor in order to make repairs and/or provide preservation services performed with respect to certain property or properties located in the state(s) of \_\_\_\_\_, for BDC clients; and Whereas, Contractor agrees to make such repairs and/or perform such services under the terms and conditions stated herein. Now therefore, in consideration of the payment of certain fees and the receipt of work the parties mutually agree as follows:

**CONTRACTOR DUTIES:** Contractor shall make repairs and/or perform repair services, BPO, property evaluations, and/or hazard-insurance-claim property repair services and/or other construction and property rehabilitative services and/or other duties as may be requested from time to time as ordered by BDC for BDC clients.

Contractor shall perform work, tasks or perform services as described and as assigned by BDC by the completion dates as instructed by BDC. Inspection orders shall be completed and uploaded including all required documents in accordance with dates provided on inspection forms as provided by BDC. Repair services shall be completed and uploaded including all supporting documents in accordance with dates provided on work order forms as provided by BDC. Contractor shall perform all services promptly and diligently in a workman like manner within the time requested. All services will be performed in accordance with BDC present and future service standards as may be revised from time to time, BDC Vendor Memoranda and as otherwise required by BDC, HUD, FHA, VA, and other relevant governmental and private entities. BDC Vendor Memoranda is defined as any document, paper or electronic, which delineates procedures and requirements relative to the performance of property preservation and inspection services and the standards as required by either BDC clients, HUD, FHA, VA, and other relevant governmental and/or private entities. Contractor compliance regarding documentation, evidentiary, and time of performance requirements is a material requirement of this Agreement. Contractor understands that time is of the essence in providing BDC with the information, reports, services, invoices, photographs, and other services ordered by BDC pursuant to this Agreement. Contractor further understands and acknowledges that BDC may suffer significant damages in the event Contractor does not perform its duties hereunder in a timely manner as requested and ordered by BDC. In the event Contractor fails to complete any task assigned pursuant to this Agreement, BDC may at its sole discretion 1) recover its damages from Contractor by offsetting such sums from future payments for work performed by Contractor prior to or subsequent to Contractor's breached work assignment, and 2) engage another qualified party to complete or correct Contractor's work, property preservation or property inspection assignment, and charge back the costs of such to Contractor.

Damages are such sums as may be withheld from BDC by its clients or for which a BDC client requests and receives reimbursement from BDC ("Charge backs"), and/or any profit that BDC was entitled to receive if the Contractor performed the work in accordance with this Agreement. Damages may be offset by BDC in the event that the Contractor breaches this Agreement in any way, by, including but not limited to, failing to complete work properly or within the required timeframes, failing to update work order notes, failing to submit complete documentation supporting work completed in a timely manner, and/or failing to provide invoices, photographs, dump fee receipts, and/or manifest receipts evidencing work in a timely manner. Contractor must save all documents including but not limited to bids, invoices, photos, dump fee receipts, and manifest receipts for a minimum of 5 years. If BDC engages a third party to re-do or complete Contractor's noncompliant or uncompleted work, property preservation service(s) or property inspection(s), BDC may charge back, withhold and/or offset from Contractor's future payments,

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the funds paid to said third party and any profit due to BDC from client which is withheld by client due to delay of completion of service.

**WORK ASSIGNMENTS:** The parties agree that all work, services and each job contracted and assigned to Contractor shall be on a job-by-job basis and that this Agreement shall govern all transactions between the parties. BDC reserves the right to award, assign or reassign work or contracts at its sole discretion.

**NON-EXCLUSIVITY:** This Agreement is not exclusive. BDC reserves the right to contract with and engage the services of other Contractors to perform work and provide services in Contractor's geographic area as defined in this Agreement. Contractor reserves the right to perform similar services for others.

**INDEPENDENT CONTRACTOR:** Contractor acknowledges that it is an independent Contractor not an employee of BDC. Contractor complies with all state and local laws regarding and requirements of independent contractors, including but not limited to Minn. Stat. § 181.723, subd. 4 (applicable in Minnesota), or similar local or state laws or requirements. Contractor shall be solely responsible for all federal, state and local income taxes, unemployment taxes, social security taxes, and contributions of any kind, worker's compensation insurance, worker's compensation premiums, and any and all other forms of insurance and/or taxes required to provide the services outlined in this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship, joint venture or partnership agreement between the parties hereto. Contractor is solely responsible for the work to be performed and services provided and, other than receiving the description of work from BDC; BDC does not control or direct the work to be done.

**INDEMNITY:** Contractor agrees to save, defend and indemnify, and hold harmless, BDC from and against any and all claims of any kind, whatsoever arising from (i) any act, omission or negligence by Contractor, Contractor's agents, employees, representatives, subcontractors and any and all others acting upon Contractor's behalf, (ii) any accident injury or damage caused to any person or entity, or to the property of any person or entity, where such accident, damage or injury resulted or is claimed to have resulted from any act, omission or negligence on Contractor's part, (iii) failure to adhere to any applicable law, rule or regulation of any governing body having jurisdiction over work performed or services provided pursuant hereto, or (iv) any act, omission or default under any of Contractor's undertakings in this Agreement. This indemnity and hold harmless Agreement shall include Indemnity from and against all costs, expenses, fines, liabilities, costs and attorneys' fees from or in connection with any such claims or proceedings brought or levied against BDC by any party on and the defenses thereof.

**LIENS:** Unless otherwise prohibited by law, Contractor agrees to, and hereby does waive any and all rights under any and all applicable state statutes to file liens of any kind whatsoever against properties on which it, or its subcontractors have performed work, for nonpayment of invoices or any other reason whatsoever. Unless otherwise prohibited by law, Contractor further agrees to take no action of any kind which would affect in any way the chain of title to such properties, including but not limited to the filing of any liens, *lis pendens* notices, civil actions, and/or the taking of any action which clouds title to such properties or in any way interferes with or affects BDC's clients' ability to transfer clean title to the subject property to third parties. Contractor agrees that in the event Contractor breaches this provision, irreparable damage to BDC, BDC's reputation, and business relationships will occur. In recognition of this, in recognition of the damage and harm caused to BDC by a breach of this paragraph or its provisions, BDC shall be entitled (but not limited to) to injunctive relief, in addition to, as liquidated, and not as punitive, damages, and Contractor shall pay upon demand, as liquidated damages, an amount equal to the greater of ten times (10 x) the amount of Contractor's contract with BDC for the related property, or \$10,000, , plus the dollar amount of any lien or other encumbrance placed on any applicable property by Contractor, plus costs, disbursements and attorney's fees incurred by BDC in enforcing this paragraph and/or for the removal or clearance of the title clouding issue.

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If a lien of any nature is filed by any person or entity who has supplied materials or work/and or services of any kind at the request of Contractor, or its Subcontractors, against a property or properties upon which work or services were performed for BDC pursuant to this Agreement, Contractor shall promptly, at its expense, take any and all action necessary to cause any such lien to be released or discharged, and shall indemnify and save harmless BDC from and against any and all losses, claims and damages, including reasonable attorneys' fees and costs resulting from Contractor's failure to obtain a release or discharge of any such lien. Nothing contained in this provision shall limit or prevent BDC from taking any action it deems necessary, including seeking injunctive relief, to protect the value of any applicable property and its interest in the subject real property, including but not limited to the right to obtain immediate reimbursement from Contractor upon BDC's payment of the disputed amount. This provision shall survive the termination of this Agreement. Any portion or provision of this section which is contrary to, or prohibited by, law, shall be disregarded and the remaining terms and provisions shall be and remain in force so as to give effect to the section as without any prohibited provisions.

**INSURANCE:** Upon execution of this Agreement, and prior to the Contractor's commencing any work or services with regard to the Project, the Contractor shall carry commercial general liability insurance on ISO form 2010 (or a substitute form providing equivalent coverage) and/or the Contractor shall provide the BDC with a Certificate of Insurance and Additional Insured Endorsement on State specific required forms, naming BDC and the Owner as Additional Insureds there under. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to BDC and/or Owner. The coverage available to BDC and Owner as Additional Insured's, shall not be less than \$1 million dollars each occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products completed operations, personal and advertising injury, and liability assumed under an insured contract (including a tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of which the work is performed and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured's whether or not a claim is in litigation.

Each Certificate of Insurance shall provide that the insurer must give BDC at least 30 days prior written notice of cancellation and termination of the Contractor's coverage there under. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply BDC with a new and replacement Certificate of Insurance and Additional Insured endorsements as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of BDC and Owner as set forth above.

Additionally, and prior to commencement of the Work, the Contractor shall provide BDC with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or Sub-Subcontractors of the Contractor for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated. Certificates of Insurance showing replacement coverage shall be provided to BDC. Coverages shall be no less than the following:

Workers Compensation and Employers Liability Insurance: As required by law and affording thirty (30) days written notice to BDC prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.

Business Auto Liability Insurance: Written amount of not less than \$1,000,000 each accident. Contractor shall obtain, maintain, and pay for such insurance as required by BDC herein, or by law, and to furnish BDC satisfactory evidence that it has complied with this paragraph, and to

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obtain and furnish to BDC an undertaking by the insurance company issuing each such policy that such policy will not be cancelled except after fifteen days' notice to BDC of its intention to do so.

All coverages including Completed Operations shall be maintained for the Statute Term of the State, but in no event for less than two years following the date of substantial completion of Contractor's work.

Contractor agrees to indemnify and save harmless BDC from all claims for which BDC may, or may be claimed to be, liable and all legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain, and pay for such general liability insurance coverage and endorsements as will insure the provisions of this section and paragraph.

**WAIVER OF SUBROGATION:** Subcontractor shall obtain from each of its insurers waiver of subrogation on Commercial General Liability in favor of BDC and Owner with respect to Losses arising out of or in connection with the Work.

**ENVIRONMENTAL COMPLIANCE:** Contractor bears the sole responsibility for determination of the manner and nature of the removal of all debris, trash, hazardous materials, personal property and any and all other materials from properties pursuant to work and property preservation services or work orders under this Agreement. Contractor shall perform all material removal and disposal in compliance with all applicable laws. Contractor shall remove and dispose of no items of hazardous waste unless said disposal is in compliance with all applicable local, state, and federal environmental laws, rules and regulations. Contractor shall abide by all applicable local, municipal, state, and federal rules and regulations regarding the disposal of any and all materials of any kind whatsoever from any property which Contractor performs repairs/property preservation services. Contractor agrees to defend, indemnify and hold harmless BDC from and against any and all claims, fines, damages, penalties or fees, including attorneys' fees, arising from or related to Contractor's handling or mishandling of any hazardous materials or substances including but not limited to petroleum products.

**CONFIDENTIAL INFORMATION:** The Contractor shall not, while performing services pursuant to this Agreement or otherwise, disclose or use for the benefit of it or himself or herself or any other person, corporation, partnership, joint venture, association, or other business organization, any of the trade secrets or confidential business information of BDC. For the purpose of this Agreement, "trade secrets" of BDC shall include, but shall not be limited to, any proprietary and technical information of BDC in the nature of sales, pricing methods, operating systems, and associated procedures and systems, parts, information, programs, services, systems, inventions, business techniques and the like developed or employed by BDC. For the purpose of this Agreement, "confidential business information" of BDC shall include any information that is (i) of any value or significance to BDC, and (ii) not generally known to the competitors of BDC nor intended by BDC for general dissemination, including but not limited to any and all proprietary and technical information of BDC in the nature of business operations, operating systems, and associated procedures and systems, accounting and financial data, customers lists, current or potential suppliers/vendors, design systems, pricing and discounting practices, BDC market data, sources of supply, special programs relating to sales, project files, prospect reports, training, products and equipment, and information about BDC itself and its executives, officers, directors, and employees.

Contractor acknowledges that in the course of its dealings with BDC, Contractor may receive or learn confidential information concerning third parties to whom BDC has an obligation of confidentiality, including but not limited to all "nonpublic personal information" about "customers" and "consumers" (as those terms are defined in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted there under (the "Act")) ("Confidential Information"). The Confidential Information may include but not be limited to personal or financial information about individuals who have applied for or purchased financial products or financial services from Clients of BDC.

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Contractor agrees that it will keep all Confidential Information strictly confidential; that it will not disclose to any third party other than an affiliate of BDC, either orally or in writing, any Confidential Information without the prior written consent of BDC; and that Contractor will not appropriate any Confidential Information to its own use or to the use of any third party. Contractor shall use confidential information that is provided by BDC only for the purpose for which it was provided and access to it shall be restricted to individuals who require the information to further that purpose.

Contractor agrees to comply and cooperate with any and all additional privacy or confidential information policies as promulgated in the future by clients of BDC. Contractor agrees to take reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to ensure the security and confidentiality of all such Confidential Information, to protect against anticipated threats or hazards to the security or integrity of such Confidential Information and to protect against unauthorized access to or use of such Confidential Information, including but not limited to the proper disposal of such information. Contractor agrees that at all times it shall be in compliance with the Act.

**NON-DISCLOSURE AND NON-SOLICITATION:** BDC understands and accepts that Contractor currently may be providing similar work or services for other parties. Contractor agrees and acknowledges that: In its capacity as Contractor it has and will have access to and utilize the confidential proprietary and secret information and trade secrets, including but not limited to customer and client lists, processes, pricing models, costs, and other procedures, of BDC. Contractor agrees and acknowledges that Contractor will not disclose any proprietary or confidential information or trade secrets to any third party, including but not limited to customers, clients, competitors or former clients or customers of BDC. During the term of this Agreement and for a period two (2) years thereafter, Contractor will not directly or indirectly (whether as an employee, contractor, officer, director, agent, consultant or otherwise) or contact or solicit from, any client, customer or former customers of BDC nor any other referring sources for customers used by BDC, for any purpose which is the same as, similar to or competitive with the business of BDC, including any services, service issues, sales, research, development, or marketing, where BDC, at the time of Contractor's termination, was engaged in the services, sales, research, development, or marketing and/or providing of the same or similar services and/or products, regardless of geographical area. Contractor will not directly or indirectly induce or attempt to induce any customer, client, former customers or professional references and referral sources of BDC to reduce the level of business with or to cease or refrain from doing business with BDC, or in any way to interfere or attempt to interfere with business or professional relationships between BDC, its affiliates and any such persons. Contractor covenants and agrees that during the term of this Agreement and for a period of two (2) years thereafter, Contractor will not directly or indirectly (whether as an employee contractor, officer, director, agent, consultant, or otherwise) become employed with, provide services for, or consult with any customer or former customer of BDC or family members of such customer or with any professional referral source of BDC, where the purpose of such employment, services or consultation is to provide services which are similar to or competitive with the services of BDC by Contractor to such customer or former customer; nor will Contractor otherwise engage in the providing of services which are similar to or competitive with BDC to any customer or former customers of BDC. Contractor covenants and agrees that during the term of this Agreement and for a period of two (2) years thereafter, Contractor will not directly or indirectly (whether as an employee contractor, officer, director, agent, consultant or otherwise) induce or attempt to induce, proselyte, or hire for any purpose any of the employees, agents or contractors of BDC, and shall not attempt to alienate any such persons from BDC or otherwise attempt to interfere with the relationship between BDC and any such persons. This limitations and restraints imposed on Contractor within this provision shall not apply to customers of Contractor prior to the effective date of this Agreement or customers of Contractor that are not customers of BDC.

**RETURN OF PROPERTY:** Contractor agrees upon termination of this Agreement that Contractor will return and will not retain any of BDC's software, books, records, documents, invoices, customer lists or any copies of such documents and Contractor agrees to return to BDC any such software,



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books, records, documents, invoices, customer lists or copies of the same that may have been removed by Contractor at any time during the term of this Agreement.

**CONTRACTOR PAYMENTS TO THIRD PARTIES:** Contractor shall pay any monies owed to its employees, agents, servants, and subcontractors, representatives, material men, and suppliers with respect to work on any property assigned to Contractor pursuant to this Agreement. Contractor shall not permit or cause any lien to be filed on any property by either Contractor or any third party that provides services to Contractor pursuant to this Agreement. Contractor shall be responsible for all costs incurred in connection with the performance of services hereunder and shall bear any loss or damage to materials, vehicles or other articles held or used in connection with said services.

**PAYMENT FOR SERVICES AND CHARGEBACK(S):** BDC shall pay Contractor for services rendered in connection with work performed for BDC on a net 15-day basis from the date on which client or party with whom BDC contracted approves the completed work. Payment to Contractor for services rendered to BDC shall be in Accordance with the pricing agreed by the Parties on executed project work orders or purchase orders, which shall be incorporated into this Agreement. BDC reserves the right to reduce the amount of any invoice submitted by Contractor where and when said invoice fails to comply with BDC billing deadlines or other documentary, evidentiary, customer or other requirements as may be communicated to Contractor through BDC vendor memoranda or other means. BDC may deduct from any payment due to Contractor an amount or amounts equal to any outstanding amount advanced to or for the benefit of Contractor for tools, materials or equipment. Contractor specifically grants to BDC a right of offset against balances due to Contractor, regarding work or documentation of work, which is charged back to BDC by BDC's clients. Charge backs to Contractor shall be non-negotiable and at the sole discretion of BDC.

**BREACH:** In addition to any and all other remedies available hereunder, at law, or in equity, in the event of Contractor's breach of the terms of this Agreement, either in whole or in part, including but not limited to relative to any repair/ property preservation work order or property inspection assignment, BDC may arrange for completion of the preservation service or inspection and charge Contractor the cost of said service.

**COMPLIANCE WITH LAWS, PAYMENT OF TAXES:** Contractor warrants that at all times it will comply with all applicable federal, state, local, and other laws and regulations (and as such laws and regulations may have been amended or may be amended from time to time in the future) in performing the work and providing services and its other obligations pursuant to this Agreement, including payment of all taxes for and relative to any of its employees.

**LIMITATIONS OF ACTIONS:** As to any alleged act or failure to act by BDC, occurring prior to the date of substantial completion of Contractor's work, any applicable statute of limitations for claims that Contractor may have shall commence to run, and any alleged cause of action shall be deemed to have accrued in any and all events, not later than such date of substantial completion.

**CONDUCT:** When conducting business for or on behalf of BDC, Contractor agrees to behave in a fair, ethical and honest manner. For this purpose, the BDC Vendor Code of Conduct was designed to set minimum ethical standards and expectations for Contractor(s) and their representatives and employees while working at properties assigned by, or for, BDC, and may be amended or changed at any time. The BDC Vendor Code of Conduct is hereby incorporated into, and made a part of this Agreement.

**DISPUTE RESOLUTION:** All claims and disputes arising under or relating to this Agreement shall be settled by binding arbitration in the state of Minnesota, Hennepin County, or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BDC shall be entitled to recover all costs and fees, including filing fees and attorneys' fees, incurred in any such arbitration or other resolution process agreed upon by the parties. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses and attorneys' fees awarded pursuant hereto. Any such arbitration shall be conducted by an experienced arbitrator selected by the parties pursuant to the AAA selection procedures, and

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shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.

**TERMINATION:** This Agreement may be terminated with or without cause by either party with thirty days' notice for any reason. Termination of this Agreement by either party shall not release Contractor from any responsibility or liability on the part of Contractor that arises prior to termination. Contractor is responsible for completing all outstanding work within the required timeframes. Termination of contract by BDC due to violations of law, non-compliance of the BDC Code of Conduct (attached hereto and made a part of this contract), may be done immediately and without prior notice.

Upon termination of this Agreement by either party, Contractor agrees to immediately return any tools, computer equipment, phones, tablets, or any other tools, property, or equipment provided by BDC for the purpose of doing business for BDC or on its behalf. Any BDC equipment or property not returned within 30 days of contract termination will be charged back to contractor at fair value rate. BDC reserves the right to pursue and collect any fees associated with loss of or damage to BDC equipment.

Upon termination of this Agreement, BDC may withhold all funds due to Contractor for services rendered thru the date of termination for a period of 90 days in order to ascertain the applicable offset, if any. All appeals must be submitted no later than 45 days of contractors last day of termination of contract. BDC reserves the right to pursue and collect any chargebacks after termination.

**TERM:** Unless terminated by the mutual consent of the parties or as otherwise provided for herein, this Agreement shall be binding on the parties from the effective date of this Agreement and shall thereafter be automatically renewed on a year to year basis unless otherwise determined by the parties.

**NOTICE:** Any notice provided for in this Agreement shall be given by mailing such notice by mail to the address stated in the introductory paragraph or a party designates such other address in writing. Service shall be deemed effective as of the date of mailing by regular, first-class or certified mail, or electronic mail, with delivery/receipt confirmation, to the address given by the party, unless the parties agree otherwise in writing.

**ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding of the parties and supersedes all prior written and oral communications relating thereto. This Agreement may be modified or amended only in writing, signed by a duly authorized representative of each party.

**CHOICE OF LAW:** Unless otherwise set forth herein, this Agreement shall be governed and construed by and pursuant to the laws of the state in which the property to which the dispute pertains or arises out of is located.

**CHANGES AND MODIFICATIONS:** This Agreement may be modified or amended only in writing, signed by a duly authorized representative of each party. Section/paragraph headings are for the convenience of reference only and shall not be construed otherwise.

**WAIVER:** No failure to exercise, or delay in exercising, on the part of either party, any right, power or privilege hereunder shall operate as a waiver therefore nor will any single or partial exercise of any right, power or privilege hereunder preclude the further exercise of the same right or the exercise of any other right hereunder.

**SEVERABILITY:** If any part of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect or nullify the remainder of this Agreement, which shall remain in full force and effect.

**NO THIRD PARTIES:** This Agreement does not, and shall not be construed to, include, contemplate or intend any third party beneficiaries, intended or otherwise.

**ASSIGNMENT:** Contractor may not assign, transfer or otherwise delegate any of its rights or responsibilities under and pursuant to this Agreement without the prior written consent of BDC. Any attempted assignment shall be null and void.

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### ACCEPTANCE OF THE CONTRACTOR AGREEMENT BY SUBMITTING "ACCEPT":

By submitting your electronic signature on or for this Agreement, you acknowledge your acceptance of these terms, you agree to perform the work, and scope of work, pursuant to the terms of, and in conformance with, the Contract/Agreement, Work Order(s)/Purchase Order(s), Change Order(s), Vendor Code of Conduct, (collectively the "Agreement") by and between you and Britannia Development Company ("BDC"). By submitting your electronic signature on or for this Agreement, you further acknowledge that you are an authorized representative of Contractor and are authorized to enter into contractual agreements on its behalf, and acknowledge receipt of, and/or opportunity to review, and affirm and execute the Agreement, which can be found by clicking the link below, and agree to abide by its terms in performance of your duties and work for or on behalf of BDC. Your acceptance of these terms by submitting your electronic signature on or for this Agreement constitutes a legal and enforceable signature and acceptance of the Agreement. This Agreement constitutes a fully integrated document. Notwithstanding anything stated to the contrary orally or in any other document, this Agreement controls any conflict or dispute.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2016

By Authorized Contractor Representative:

BDC Development Company, Inc.:

\_\_\_\_\_

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Company Address:

\_\_\_\_\_

\_\_\_\_\_