

# Amendment Letter

Agreement# 0000003

Koya Creative LLC,  
36 Wallaby Way,  
Chicago, IL  
60657

26<sup>th</sup> March 2012

ATTENTION: Miranda Stilton

SUBJECT: Amendment letter for Agreement Number #0000003

Dear Miranda,

This letter serves as Amendment No. 1 to the above subject Agreement which the parties thereto do mutually agree to amend as follows:

## Supplier Conduct Principles

Supplier will comply with the Supplier Conduct Principles Letter Agreement ("SCPLA") and the terms and conditions of the SCPLA apply to this Agreement.

## Ethical Dealings

Supplier will be familiar and will strictly comply with all laws and regulations on bribery, corruption, and prohibited business practices. Supplier and its Affiliates have not and will not, for the purpose of influencing or inducing anyone to influence decisions in favor of Buyer or any of its Affiliates, offer, promise or make or agree to make, directly or indirectly, (a) any political contributions of any kind or any payment to or for the benefit of any public official, whether elected or appointed, (b) any payments for gifts, meals, travel or other value for a government employee or his/her family members or (c) any payments or gifts (of money or anything of value) to anyone. This means, for example, any form of facilitation payment (i.e. small bribes paid to facilitate government action) is prohibited. Buyer shall not reimburse Supplier for any such political contributions, payments or gifts.

## Supplier and Supplier Personnel

Supplier is an independent contractor and this Agreement does not create an agency, partnership, or joint venture relationship between Buyer and Supplier or Supplier Personnel. Buyer assumes no liability or responsibility for Supplier Personnel. Supplier will:

1. ensure it and Supplier Personnel are in compliance with all laws, regulations, ordinances, and licensing requirements;
2. be responsible for the supervision, control, compensation, withholdings, health and safety of Supplier Personnel;
3. inform Buyer if a former employee of Buyer will be assigned work under this Agreement, such assignment subject to Buyer approval;
4. upon request, provide Buyer, for export evaluation purposes, to the extent permitted by law, the country of citizenship and permanent residence and immigration status of those persons. Buyer retains the right to refuse to accept persons made available by Supplier for export control reasons;
5. not discriminate against any employees, applicants for employment, or any entity engaged in its procurement practices because of race, color, religion, sex, age, national origin, or any other legally protected status;
6. (a) be solely responsible for, and fully and properly complete and submit to the relevant government immigration authority, all required immigration forms and documents for all Supplier Personnel performing Services hereunder, maintain such forms and documents as required by law and, subject to applicable laws (in particular laws regarding data privacy), make such forms and documents available to Buyer upon request, and  
(b) ensure that Supplier Personnel who do not meet all immigration requirements do not perform Services under this Agreement;
7. not assign to work under this Agreement any Supplier Personnel that are subject to any restrictive covenants that could limit such Supplier Personnel from performing Services for Buyer or Customer;
8. before assignment of Supplier Personnel to perform Services for which Buyer has provided specific education requirements and to the extent permitted by law, Supplier shall review proof of education supplied by Supplier Personnel to confirm the Buyer's specific education requirements are satisfied, shall retain such proof of education and, subject to applicable law, shall make such proof of education available to Buyer upon request;

9. remove from any assignment under this Agreement, at Buyer's request in its sole discretion, any Supplier Personnel;
10. comply, at its own expense, with all laws (including Executive Orders), regulations and ordinances relating to verification of employment eligibility for Personnel to which it is or becomes subject to, such as participation in the United States Department of Homeland Security's E-Verify program ("E-Verify") in the United States or similar state or other government sponsored programs, and verify employment eligibility of all Supplier Personnel performing Services for, or providing Deliverables to, Buyer and/or its Customers through such programs, as applicable; and
11. upon Buyer's request, provide documentation to verify compliance with this Section titled "Supplier and Supplier Personnel".

#### General Business Activity Restrictions

(a) Supplier will ensure that Supplier Personnel assigned to work on Buyer's or Customer's premises will not:

1. conduct any non-Buyer related business activities (such as interviews, hirings, dismissals or personal solicitations) on Buyer's or Customer's premises;
2. conduct Supplier's Personnel training on Buyer's or Customer's premises, except for on-the-job training;
3. attempt to participate in Buyer or Customer benefit plans or activities;
4. send or receive non-Buyer related mail through Buyer's or Customer's mail systems; and
5. sell, advertise or market any products or distribute printed, written or graphic materials on Buyer's or Customer's premises without Buyer's written permission.
6. Supplier and/or Supplier's Personnel will not contact Buyer's Customers in an effort to contract with the Customer for the Services during the term stipulated on the Services Delivery Confirmation Form and for a period of 6 months thereafter, without Buyer's prior written consent, provided always that nothing in this clause shall prevent or restrict the Supplier from entering into an engagement with the Customer which results from a totally unsolicited enquiry or request from the Customer.

(b) Supplier will, for Supplier Personnel assigned to work on Buyer's or Customer's premises:

1. obtain for each person a valid identification badge from Buyer and return identification badges upon completion or termination of Supplier Personnel assignments;
2. ensure that each person with regular access to Buyer's and Customer's premises complies with all parking restrictions and with vehicle registration requirements if any; and
3. ensure that each person remains in authorized areas only (limited to the work locations, cafeterias, rest rooms, and, in the event of a medical emergency, Buyer's or Customer's medical facilities).

#### Buyer's Safety and Security Guidelines

Supplier will ensure that Supplier Personnel assigned to work on Buyer's or Customer's premises:

1. do not bring weapons of any kind onto Buyer's or Customer's premises;
2. do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances (for nonmedical reasons) or alcoholic beverages while on Buyer's or Customer's premises;
3. do not have in their possession hazardous materials of any kind on Buyer's or Customer's premises without Buyer's authorization.

Supplier will promptly notify Buyer of any accident or security incidents (such as those involving loss or misuse of, or damage to, Buyer's Assets (as defined below), physical altercations, assaults or harassment) and provide Buyer with a copy of any accident or incident report involving the above.

#### Asset Control

For purposes of this Subsection, the term "Buyer Assets" means information, information assets, information systems, supplies or other property, including property owned by third parties (such as Buyer Customers) that is accessed by Buyer Personnel or provided to Supplier Personnel by (or on behalf of) Buyer. Supplier Personnel will:

1. not remove Buyer Assets from Buyer's or Customer's premises without Buyer's authorization;
2. use Buyer Assets only for purposes of this Agreement and reimburse Buyer for any unauthorized use;
3. only connect with, interact with or use programs, tools or routines that Buyer agrees are needed to provide Services;
4. not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers;
5. not copy, disclose or leave such assets unsecured or unattended, in the event the Buyer Assets are confidential; and
6. immediately notify Buyer of any security incidents involving Buyer Assets and provide Buyer with a copy of any accident or incident report involving the above.

Buyer may periodically audit use of Buyer's Assets and Supplier's data residing on Buyer Assets.

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### Supervision of Supplier's Personnel

#### (a) Supplier will:

1. provide consistent and effective supervision of its Personnel provided under this Agreement, at no additional cost to Buyer;
2. conduct orientation sessions with its Personnel before placement on an assignment with Buyer and identify and provide contact information (which shall be updated by Supplier as necessary) for all supervisor(s) for its Personnel;
3. instruct its Personnel that employment related issues should be brought forward to Supplier (and not Buyer). Where such issues relate to actions which are alleged to have been taken by Buyer or Buyer Personnel, Supplier will notify Buyer immediately in order that appropriate investigative action be taken.

#### (b) Supplier's supervisor(s) shall:

1. exercise full supervisory authority over all day-to-day employment relationship decisions relating to Supplier's Personnel, including those decisions relating to: wages, hours, terms and conditions of employment, hiring, discipline, performance evaluations, termination, counseling and scheduling; and
2. know each work location's planned holiday (and other closing) schedules and the impacts all such schedules have on Supplier Personnel.

(c) Notwithstanding any other language or agreement to the contrary, Supplier agrees that Buyer has no responsibility to approve, and that Buyer will not approve, timesheets for any Supplier Personnel. If Buyer should review, sign and/or submit timesheets for Supplier Personnel, whether manually or electronically, as part of Buyer's billing verification processes, the parties acknowledge and agree that such review, signature and/or submission shall in no way constitute concurrence or approval of such timesheets, nor create any other commitment or obligation on the part of Buyer to Supplier or Supplier Personnel.

### Criminal Background Checks

#### (a) To the extent permitted by local law, Supplier will:

1. obtain from all Supplier Personnel photographic proof of identity from an official government source (including but not limited to documentation such as a valid driver's license or government issued passport) and retain copies thereof;
2. to the extent permitted by local law, ensure that, prior to Supplier Personnel being assigned to perform Services under this Agreement, Supplier Personnel will participate in a criminal background check covering the jurisdictions (including but not limited to all counties or states (whichever is more comprehensive), countries (including a federal check in the United States) and provinces) in which the person was employed or resided for the past seven years (or longer as required by applicable law);
3. not assign Supplier Personnel whose background checks show any of the following:
  - (a) felony or misdemeanor convictions involving dishonesty (e.g. bribery, fraud, embezzlement, theft, violations of securities laws), violence (including but not limited to sexual or child abuse crimes), or computer related crimes and/or convictions that are employment-related;
  - (b) the existence of restrictions (such as court orders) that would prevent, or impose limitations on, a person's ability to provide the Services contemplated by this Agreement; or
  - (c) that a person presents a higher than normal security risk to Buyer or Customer.

Upon Buyer request and subject to applicable law, Supplier will provide documentation to Buyer to verify its compliance with this Subsection.

(b) Once a criminal background check is conducted for a particular individual, such background check may be used by Supplier to satisfy the requirements of this Section titled "Criminal Background Checks" for three (3) years from the date of the background check. To the extent permitted by local law, Supplier shall conduct new background checks on individuals assigned to perform Services under this Agreement every three (3) years.

(c) Nothing in this Subsection titled "Criminal Background Checks" limits Buyer's ability to remove Supplier Personnel from an assignment at Buyer's discretion.

Except as amended herein, all other terms and conditions of the subject Agreement shall remain in full force and effect.

The parties acknowledge that they have read this Amendment, understand it, and agree to be bound by its terms and conditions. Further, they agree that this Amendment and the subject Agreement are the complete and exclusive statement of the agreement between the parties, superseding all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

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Please have your authorized representative indicate acceptance thereof by signing both copies of the Amendment and returning one copy to the company representative at email address:

ACCEPTED AND AGREED TO:  
Art Effects Limited  
By:

Buyer Signature                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title & Organization  
Procurement Professional

\_\_\_\_\_  
Buyer Address:  
Art Effects Limited

ACCEPTED AND AGREED TO:  
Koya Creative LLC  
By:

Supplier Signature                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title & Organization

\_\_\_\_\_  
Supplier Address:  
Koya Creative LLC,