



TELESAT PURCHASE ORDER TERMS AND CONDITIONS

The terms and conditions contained herein plus any attachment made a part by reference herein, constitute the entire agreement between Telesat and the supplier. Delivery or tender of delivery by supplier of all or any portion of the supplies to be provided hereunder or the performance of any work covered hereunder shall constitute (i) acceptance by supplier of the terms and conditions hereof, and (ii) acknowledgement by supplier that any additional terms and conditions provided by the supplier shall be of no force and effect and shall not form part of any agreement, collateral or otherwise, between Telesat and the supplier without the requirement on the part of Telesat to expressly refute or disclaim such additional terms and conditions provided by the supplier.

Delivery Delivery shall be made to the place within the time and in the manner specified in this purchase order. Telesat may cancel this purchase order, in whole or in part, without liability if supplies and/or work are not delivered within the time specified or in the manner specified.

Inspection and acceptance All supplies and/or work may be subject to inspection by Telesat or by Telesat's customer at any time prior to shipment to Telesat. In order to carry out such inspection, Telesat and/or Telesat's customer shall have reasonable access to the work and to the plant where any part of the work is being carried out. Inspection at the supplier's plant shall not relieve the supplier from responsibility for defects or other failure to meet the requirements of this purchase order, nor shall such inspection be used by the supplier as evidence of effective control of quality by the supplier. All supplies and/or work provided pursuant to this purchase order shall be subject to inspection and acceptance by Telesat. Payment shall not constitute acceptance of the supplies and/or work by Telesat, either as to quality or quantity. The supplier shall bear the costs of delivery and return of defective or unsatisfactory supplies and/or work rejected by Telesat. All defective or unsatisfactory supplies and/or work may be rejected by Telesat and Telesat may cancel this purchase order, in whole or in part, without liability when it rejects defective or unsatisfactory supplies or may require correction or replacement at the supplier's expense.

Warranty Notwithstanding inspection or acceptance or both by Telesat of the supplies and/or work delivered and in addition to any rights, conditions and warranties implied by law, the supplier warrants that all supplies and/or work delivered shall: a) be free from any defects in design, material and workmanship; and b) conform to the descriptions in this purchase order or to any samples, specifications, drawings or other descriptions furnished or adopted by Telesat. The supplier shall, at its own expense, replace any supplies and/or work which do not comply with the above warranties

Indemnity The supplier shall pay for and shall indemnify, defend and hold harmless Telesat, its directors, officers, agents and employees for all losses and liability arising from: (i) damage or injury to persons or property, in any manner arising out of or incident to the performance of the purchase order by the supplier; (ii) any claims, suits, actions or other proceedings alleging infringement of any patent, copyright, design or other intellectual property right, or unauthorized use or disclosure of proprietary information in respect of the supplies provided to Telesat hereunder; or (iii) breach by the supplier of any provision, including warranties, contained in this purchase order. Liability for such damages will include, without limitation, the cost to replace the supplies provided hereunder and any consequential damages, including, but not limited to, loss of profits and claims made by Telesat's customers. The supplier shall promptly on notification of such a claim, action, suit or proceeding assume the defence thereof, pay all costs and expenses in respect of such defence, and pay or satisfy all costs, damages, royalties or other sums, which may be decreed or awarded against Telesat, its directors, officers, agents and employees. If it so desires Telesat may be represented by its own counsel in any such suit, action or proceeding.

Fragile articles Packages containing any fragile article, parts or materials shall be so marked by the supplier in order to ensure safe transportation thereof.

Time of the essence Time shall be of the essence of this purchase order.

Assignment The supplier shall not assign or subcontract this purchase order, in whole or in part, without the prior written consent of Telesat.

Termination (a) Notwithstanding anything contained in this purchase order, Telesat may, at any time, by giving written notice to the supplier, terminate, modify, or reduce this purchase order in respect of all or any part(s) of the supplies and/or work not then accepted. Upon such notice being given, the supplier shall terminate, modify, or reduce this purchase order in accordance with and to the extent specified in such notice. Telesat may, at any time, or from time to time, give additional notices with respect to any or all parts of the supplies and/or work which have not been accepted after the giving of any previous notice or notices.

(b) In the event of any notice of termination being given hereunder, (1) all of the supplies and/or work accepted by Telesat hereunder before the giving of a notice of termination, and all supplies and/or work accepted by Telesat thereafter pursuant to the notice of termination shall be paid for in accordance with the provisions of this purchase order; and (2) in respect of supplies and/or work partially accepted by Telesat hereunder before the giving of the notice of termination, and supplies and/or work partially accepted by Telesat thereafter pursuant to the notice of termination, the supplier shall be paid the actual cost of such partially accepted supplies and/or work an amount representing a fair and reasonable profit in respect of work done on the partially accepted supplies and/or work.



(c) The supplier shall not be entitled to be reimbursed for any amount which, taken together with any amounts paid or due or becoming due to the supplier in respect of completed or partially accepted supplies and/or work under this purchase order, exceeds the total amount payable for the supplies and/or work to be performed under this purchase order.

(d) All materials, parts or work-in-process which have been accepted by Telesat and for which the supplier has been reimbursed shall become the property of Telesat.

(e) The supplier shall have no claim for damages, loss of profit, allowance or otherwise arising directly or indirectly out of any action taken or notice given by Telesat in respect of termination, modification or reduction of this purchase order, except as and to the extent herein expressly provided.

Payment Payment shall be made in the funds indicated on the face of this purchase order and interest shall not be paid on any sums overdue.

Alteration of terms Notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of the supplier, none of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Telesat.

Confidentiality The supplier acknowledges that it may receive Confidential Information while on Telesat premises or otherwise in the course of providing supplies to Telesat. The supplier shall not disclose the Confidential Information to anyone without the prior written consent of Telesat. Upon discovery of any inadvertent disclosure or unauthorized use of Confidential Information, the supplier shall immediately notify Telesat and use all reasonable efforts to prevent any further inadvertent disclosure or unauthorized use thereof. "Confidential Information" means information of any nature and in any form (including, without limitation, written, magnetic or optical media, and oral and visual disclosures) (i) that is marked as "Confidential", "Proprietary" or a similar designation, or that is otherwise identified as confidential or proprietary at the time of disclosure; or (ii) that is not marked or otherwise identified as proprietary or confidential at the time of disclosure but which should reasonably have been understood by the supplier (based on the circumstances of disclosure or the nature of the information itself) to be confidential and proprietary to Telesat or to Telesat's customers.

Title Title to all supplies to be provided hereunder shall remain with the supplier until the FOB Point designated in this purchase order, at which time title shall vest in Telesat.

Instructions to shipper Show Telesat's purchase order number on all invoices, packages and bills of lading. Present a separate invoice for each purchase order or shipment. Packing slip must be enclosed in shipment and container so marked. Packages must show quantity and description of contents. Domestic shippers must present invoice in duplicate. Foreign shippers must present invoices in duplicate and must supply five copies of Canadian Customs invoices, two of which must be certified by the supplier. Customs and commercial invoices must show identical charges. Cash discount terms must be noted on ALL copies and must not be shown as a reduction either in the fair market value or in the selling price column on the customs invoice.

Acceptance by supplier Delivery or tender of delivery by the supplier of all or any portion of the supplies to be provided hereunder or the performance of any work covered hereunder shall constitute acceptance by the supplier of the terms and conditions hereof.

Compliance with the law The supplier shall comply with all the laws applicable to the supplier and to the supplies provided under this purchase order, including but not limited to applicable securities, health & safety, environmental, ethics, child and other labour laws. Without limiting the generality of the foregoing, all supplies provided under this purchase order shall comply with building, electrical, fire, plumbing and other codes and standards and shall be certified and bear the mark of a recognized certification body (including CSA, ULC, FCC, and Innovation, Science and Economic Development Canada certifications or a third party certification to the standards of the previously mentioned organizations) as necessary for their lawful implementation, sale, distribution, operation and/or use in Canada and the United States. If requested by Telesat, the supplier shall deliver a certificate or other form of evidence satisfactory to Telesat confirming compliance with this provision.

COVID-19 Safe Work Procedures for Suppliers The supplier shall ensure that its personnel, and those of its subcontractors, who attend at Telesat's or its Affiliates' premises or those of their customers or partners (i) comply with applicable local health guidelines, and (ii) provide proof of vaccination or a negative COVID-19 molecular test as may be required by Telesat.

Compliance with Telesat Policies The supplier agrees to comply and ensure that any subcontractors comply with the following Telesat policies: [Anti-Bribery Policy](#), [Code of Ethics](#), [Disclosure Policy](#), [Insider Trading Policy](#), and [Whistleblower Policy](#).

Insurance The supplier shall carry worker's compensation insurance in an amount the supplier is required to carry under the applicable worker's compensation legislation in the jurisdiction in which the supplies are being delivered and comprehensive general liability, including but not limited to contractual liability, contractor's protective liability, personal injury and property damage coverages in a single combined limit of at least \$5,000,000.00. Upon request by Telesat, the supplier agrees to furnish Telesat with certificates of insurance evidencing the specified coverages.



Governing Law This purchase order shall be governed by the laws of the province of Ontario, except its choice of laws rules, and the laws of Canada applicable in Ontario, and the parties agree to irrevocably submit to the exclusive jurisdiction of the courts thereof.

Interpretation When this purchase order is used for the procurement of services or when supplies ordered hereunder include installation, maintenance or other type of services, the word "supplies" shall be replaced herein by the word "services" or be read as including such services, as the case may be. Should any discrepancy occur between the English and French version of these Terms and Conditions, the English version shall prevail.

FORM TF 0011 (April 1, 2022) <https://www.telesat.com/terms>