

**PURCHASE ORDER**

**GENERAL TERMS AND CONDITIONS (Rev. 11.22)**

**Applicability**

These Purchase Order General Terms and Conditions (“Terms and Conditions”) shall apply to purchases of all Products and Services by Venetian Las Vegas Gaming, LLC or any of its Affiliates that issues a Purchase Order (each a “Buyer”). Buyer and Supplier may be referred to individually as the “Party” or collectively as the “Parties.” A copy of these Terms and Conditions can also be found [at https://www.venetianlasvegas.com/about/doing-business-with-us.html](https://www.venetianlasvegas.com/about/doing-business-with-us.html). For questions or general information, please contact the Purchasing Department for Venetian Las Vegas Gaming, LLC at (702) 414-2315 or at [Purchasing@venetianlasvegas.com](mailto:Purchasing@venetianlasvegas.com).

**Acceptance of Purchase Orders**

POs incorporating these Terms and Conditions constitute the Buyer’s offer to Supplier for the purchase of Products and Services and may be accepted only in accordance with these Terms and Conditions. In addition, acceptance shall be conditional on the satisfaction of specific regulatory requirements as set out in the applicable Exhibit. Subject to aforesaid, Supplier shall be deemed to have accepted this offer and these Terms and Conditions in their entirety without modification upon the earlier of: (a) Supplier providing Buyer with written acceptance of the PO; or (b) Supplier commencing performance under the Purchase Order. Upon Supplier’s acceptance, the PO becomes a valid and binding agreement between the Parties. Buyer is not bound by Supplier’s order acknowledgement or acceptance forms, quotations, invoices, counter offers or other documents which propose any terms or conditions in addition to or differing from those set out here, irrespective of whether Supplier’s terms are in written or electronic form. Buyer objects to any such terms and conditions of Supplier. Any terms or conditions proposed by Supplier or contained on a website, product or service brochure, other ordering document, or in any “shrink-wrap” or “click wrap” agreement are void and of no effect unless agreed to in writing by Buyer as part of the PO.

1. **Packing.** Supplier shall pack all Products:
  - (a) in compliance with Law (as defined below);
  - (b) in compliance with established international commercial and industry standards; and
  - (c) so as to prevent damage and deterioration in transit.

Without limiting any of Buyer’s remedies, Supplier shall be responsible for any loss or damage to the Products due to its failure to properly pack the Products.

2. **Hazardous Materials.** Prior to and accompanying each shipment of Products containing Hazardous Materials, Supplier shall provide MSDS Information and documentation to Buyer in accordance with Law.

# THE VENETIAN® RESORT

— LAS VEGAS —

3. **Delivery.** Supplier shall adhere to Buyer's security and parking procedures. Supplier should use Buyer's online dock scheduling for vendor delivery to Buyer's loading docks. Supplier may obtain on-site parking and security information by contacting Buyer's Parking Compliance Officer at Ph. (702) 607-3952.
4. **Acceptance of Products.** Unless rejected in accordance with these Terms and Conditions, final inspection and acceptance of Products shall be determined upon the earlier of:
  - (a) first usage of the Product, provided Buyer has had reasonable time to test and confirm compliance to Buyer's requirements, taking into account the nature of the Product; or
  - (b) sixty (60) days following receipt of the Product.

Buyer may inspect Products at any time but Buyer's inspection or payment (or lack of inspection or payment) is not an acceptance of Products or a waiver of any right or warranty and does not preclude Buyer from rejecting Products discovered to be non-conforming.

5. **Acceptance of Services.** Acceptance of Services shall be determined by Buyer upon completion of the Services in accordance with the PO. Buyer may inspect the status of the Services at any time but Buyer's inspection or payment (or lack of inspection or payment) is not an acceptance of the Services or a waiver of any right or warranty and does not preclude Buyer from rejecting any Services discovered to be non-conforming.

## 6. **Representations and Warranties.**

- 6.1 **Product Representations and Warranties.** Supplier provides the following minimum representations, warranties and guarantees to Buyer in relation to the Products supplied:

- (a) All Products shall:
  - (i) be delivered by the delivery date and in accordance with these Terms and Conditions;
  - (ii) be new and unused (unless specifically stated otherwise on the PO);
  - (iii) conform with these Terms and Conditions, the PO, and all specifications contained within each;
  - (iv) conform to all approved samples, descriptions, brochures, and manuals furnished by Supplier to Buyer;
  - (v) be of good quality and free from defects including any defects in materials, workmanship, and design;
  - (vi) be suitable for, and perform in accordance with, the particular purposes for which they were purchased by Buyer and communicated to or known by Supplier;
  - (vii) (where the Product requires the use of any software or data), be free of any software viruses or other malicious computer instructions, devices, or techniques that can or were designed to threaten, infect, damage, disable, shut down, or

# THE VENETIAN® RESORT

— LAS VEGAS —

improperly extract information from a computer system or any component of a computer system, including its security or user data;

- (viii) (where the Product carries software provided by Supplier either directly or by Supplier acting as a reseller) include a perpetual software license from the software manufacturer, and that as a condition of continued use, Buyer shall not be obligated to any additional ongoing costs or charges, including without limitation charges for software support and maintenance; and
  - (ix) to the extent Products will be or are used in combination with Buyer's other software, hardware, or firmware, properly interoperate with such software, hardware, or firmware, including, without limitation, the exchange of date/time data.
- (b) Notwithstanding acceptance of the Products, the above warranties shall remain in effect for the longer of:
- (i) the manufacturer's warranty;
  - (ii) the longest period of time required by Law;
  - (iii) that period of time as stated in the PO; or
  - (iv) one (1) year after the date on which the Products are accepted by Buyer.
- (c) To the extent that Buyer resells or otherwise transfers the Products, Supplier and manufacturer's warranties shall be passed through and available to Buyer's Affiliates, customers, or other transferees.

6.2 Services Representations and Warranties. Supplier provides the following minimum representations, warranties, and guarantees to Buyer in relation to the Services supplied:

- (a) Services must be delivered on time, in a professional manner and in compliance with all requirements and specifications set out by Buyer in the PO;
- (b) Supplier shall utilize Personnel of suitable skills, knowledge, and experience such as would be generally expected of workmen or professionals engaged to perform the same or similar Services; and
- (c) Supplier shall comply with any other warranties or guarantees set out in the PO.

6.3 General Representations and Warranties. Supplier shall provide the following general representations, warranties, and guarantees to Buyer at all times during the Term:

- (a) there are no threatened, imminent, or current proceedings or investigations to which Supplier is or may be a party that has a material adverse effect upon the ability of Supplier to perform its obligations under, or the validity and enforceability of the PO;

# THE VENETIAN® RESORT

— LAS VEGAS —

- (b) all information provided by Supplier to Buyer in relation to request for proposal (if any), Buyer's due diligence, and this Terms and Conditions is accurate and complete in all material respects
- (c) Supplier shall at all times during the Term, comply with all applicable Law, industry standards and codes of ethics, and maintain any requisite product, service, professional, or business licenses, permits, and other certificates including licenses or permits for its Personnel. Supplier will notify Buyer in writing immediately if any licenses or permits are revoked or suspended (even partially or temporarily);
- (d) Supplier has not been debarred, suspended or excluded, or convicted of any offenses which might lead to debarment, suspension or exclusion, from participation in any relevant professional or government program or body which would govern Supplier's provision of Products or Services or have had civil monetary or other penalties imposed on Supplier by any such program or body;
- (e) there exists no restriction that would prevent Supplier from performing the PO including but not limited to any restriction contained within Supplier's corporate policies; and
- (f) neither the Products, Services, nor Buyer's use of the Products or Services, will constitute an infringement or misappropriation of IP rights, misappropriation of any trade secret, or a violation of a right of publicity, nondisclosure obligation, or a violation of any other agreement that Supplier may have with any third-party and that the Products, Services and Supplier's performance under the PO shall be free from liens, restrictions, reservations, security interests, encumbrances or Claims (including Claims based on the infringement of IP).

6.4 Each of the representations, warranties, and guarantees in these Terms and Conditions and the PO are continuing in nature, shall survive acceptance and payment, and shall not be deemed to exclude other rights, warranties, representations, or remedies in law or equity, which are cumulative and may be exercised concurrently or separately.

## **7 Nonconforming Products.**

7.1 If any of the Products are not delivered in accordance with these Terms and Conditions or the PO; or if any of the Products or Supplier are not in conformance with the warranties provided in these Terms and Conditions or the PO, Buyer may, upon written notice to Supplier, at Buyer's sole option and at Supplier's expense:

- (a) reject such Products and reduce the quantity of Products ordered by the quantity of nonconforming Products;
- (b) require Supplier to correct, replace, or repair the nonconforming Products to comply with these Terms and Conditions or the PO;
- (c) reject such Products and require a refund from Supplier;
- (d) reject such Products and procure substitute products from another supplier and charge Supplier for the increase in the costs; or

# THE VENETIAN® RESORT

— LAS VEGAS —

- (e) exercise any other rights or remedies available to Buyer including terminating the PO (in whole or in part).
- 7.2 Supplier may, within two (2) business days of Buyer's rejection of nonconforming Products (or such shorter period as is reasonable under the circumstances), inform Buyer of the manner in which the nonconforming Products are to be disposed. If Supplier does not provide such instructions within two (2) business days, Buyer may dispose of the nonconforming Products in any reasonable manner without liability to Supplier, including shipping the nonconforming Products back to Supplier. Supplier shall bear all risk of loss with respect to the nonconforming Products and will promptly reimburse all costs incurred by Buyer to return, store or dispose any affected Products.
- 8 **Nonconforming Services.** If any of the Services are not delivered in accordance with these Terms and Conditions or the PO; or if any of the Services or Supplier are not in conformance with any warranties provided in these Terms and Conditions or the PO, Buyer may, upon written notice to Supplier, at its sole option and at Supplier's expense do one or more of the following:
- (a) reject such Services and reduce the scope of the Services ordered by the quantity of nonconforming Services;
  - (b) require Supplier to correct or rework the nonconforming Services to comply with these Terms and Conditions or the PO;
  - (c) reject such Services and require a refund from Supplier;
  - (d) reject such Services and procure substitute services from another supplier and charge Supplier for the increase in the costs (if any); or
  - (e) exercise any other rights or remedies available to Buyer including terminating the PO (in whole or in part).
- 9 **Safety.** Throughout the Term, Supplier and Supplier Personnel shall comply with the safety requirements as set out in the Workplace Safety & Health Guidelines listed in the Additional Information box at <https://www.venetianlasvegas.com/about/doing-business-with-us.html>.
- 10 **Provision and Removal of Personnel.** Supplier shall at all times provide sufficient and qualified Personnel to perform the Services. Buyer may with written notice request the removal of any Supplier Personnel, or request that certain Supplier Personnel do not provide Services for any reason including no reason. Upon Buyer's request, Supplier shall provide suitable replacements, without additional expense to Buyer, within a reasonable time and without causing undue delay to the Services.
- 11 **Supplier Representative.** Supplier shall provide a designated representative with full authority to act for Supplier on all matters relating to the PO who shall be responsible for overseeing and monitoring the administration and performance of the Services in accordance with these Terms and Conditions and the PO. Supplier shall notify Buyer of the name and contact information of the designated representative, and shall notify Buyer of any changes after.

# THE VENETIAN® RESORT

— LAS VEGAS —

## **12** Procedures for Personnel.

12.1 All Supplier Personnel carrying out Services at the Facilities shall:

- (a) comply with Buyer's security procedures including those for entering and exiting Buyer's premises and prominently displaying identification badges containing information as required by Buyer;
- (b) be professionally attired as well as neat and clean in appearance;
- (c) access work areas using only back of house routes, entrances and elevators as designated by Buyer. If loading dock access is needed, Supplier Personnel are to make arrangements by contacting Buyer at least three (3) business days in advance;
- (d) adhere to Buyer's parking procedures; and
- (e) comply with any emergency procedures implemented by Supplier for its premises during any safety or health crises, including but not limited to, pandemics.

12.2 Supplier and Supplier Personnel shall comply with Buyer's zero tolerance policy for drug and alcohol abuse while performing Services. Supplier shall be responsible for screening its Personnel, including performing pre-employment background checks consistent with the best practices of Supplier's industry, and testing its Personnel for use of illegal drugs, and abuse of drugs or alcohol. Supplier shall assist and cooperate with any investigation initiated by Buyer into any matter involving any of Supplier Personnel.

12.3 Buyer may provide Supplier Personnel with a designated rest or break area (the "Designated Break Areas"). This may be suspended if Supplier Personnel leave the Designated Break Areas in an untidy or damaged condition. Supplier Personnel will be permitted to smoke only during authorized break times and in smoking areas designated by Buyer.

12.4 Supplier Personnel shall at all times treat Buyer's guests with the utmost respect and professionalism. Supplier Personnel who encounter guests in need of assistance shall identify themselves as an outside third-party contractor and shall politely and professionally direct guests to Buyer's personnel.

**13** Invoice. Upon delivery of Products or completion of Services, Supplier shall invoice Buyer by sending a Properly Documented Invoice within thirty (30) days. Supplier agrees to submit invoices electronically using Buyer's automated invoice processing system or other means identified by Buyer.

**14** Payment Terms. Buyer shall only pay undisputed amounts for accepted Products and Services delivered and invoiced in accordance with these Terms and Conditions and the PO. Payment terms shall be Net sixty (60) days upon receipt of a Properly Documented Invoice, unless otherwise provided in the PO.

**15** Method of Payment. Supplier shall provide Buyer with up-to-date bank account information. All payments will be made via electronic funds transfer to Supplier's bank account identified by Supplier to Buyer or such other method of payment as determined by Buyer. Buyer and Buyer's

# THE VENETIAN® RESORT

LAS VEGAS

Affiliate may refuse to make payment to any bank account that is not in the name of Supplier. Buyer utilizes an Automated Clearing House (“ACH”) debit procedure to administer electronic funds transfer payments. ACH set-up forms are provided in connection with the vendor onboarding process.

- 16** **Set Off.** Upon written notice to Supplier, any unsettled liability of Supplier (whether such liability is liquidated or unliquidated, present or future, accrued or contingent) may be set off against any amounts payable by Buyer (or Buyer’s Affiliates), to Supplier (or Supplier’s Affiliates) under the PO, Other Agreements or otherwise.
- 17** **Audit.**
- 17.1 Buyer and its authorized representatives shall have the right to audit and make copies of all financial and other records (in whatever form they may be kept, whether written, electronic, or other) relating to the PO kept by or under the control of Supplier and its Subcontractors and Supplier shall (and shall ensure its Subcontractors shall) in good faith cooperate with Buyer and Buyer’s authorized representatives in such audit.
- 17.2 Supplier shall ensure Buyer has these audit rights with Supplier’s employees, agents, and Subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements between Supplier and any Subcontractors to the extent that those subcontracts or agreements relate to the fulfillment of Supplier’s obligations to Buyer.
- 18** **Expenses.** Buyer will not bear any expenses (airfare, car rental, lodging, license and permit fees, etc.) of Supplier unless such expenses:
- (a) are approved by Buyer in writing prior to being incurred by Supplier; and
  - (b) comply with the applicable, then-current “Contractor Expense Reimbursement Policy” listed in the Additional Information box at <https://www.venetianlasvegas.com/about/doing-business-with-us.html>.
- 19** **Sales and Other Taxes.** Buyer shall not be charged for, and Supplier shall pay, any taxes based on the net or gross income of Supplier or taxes imposed on Supplier in lieu of income taxes or income tax increases. Supplier shall be responsible for, and shall indemnify and hold Buyer harmless against, all payroll and employment related taxes and withholdings for Supplier Personnel levied upon or attributable to the Services and work product rendered, including but not limited to, all state and federal FICA, worker’s compensation, disability and unemployment compensation insurance, and any compensation, contributions, dues, or other remuneration agreed to between Supplier and its Personnel or as required by Law. Buyer shall be responsible for all sales taxes, use taxes, value added taxes and other similar taxes (collectively “Applicable Taxes”) related to the Services and the work product. Supplier’s fees as set out in each PO are exclusive of Applicable Taxes. Buyer may self-assess and pay all Applicable Taxes in jurisdictions where it is authorized to do so provided that Buyer has furnished a valid exemption certificate to Supplier. In the absence of a valid exemption certificate, Buyer shall reimburse Supplier for any amounts related to Applicable Taxes that are remitted by Supplier to the relevant taxing authorities.

# THE VENETIAN® RESORT

— LAS VEGAS —

**20** **Withholding Tax.** Buyer (or applicable Buyer's Affiliate) may withhold taxes from any payment amount if required and remit the same to the appropriate tax authority. In such event, Buyer (or applicable Buyer's Affiliate) shall pay the net amount to Supplier and shall have no obligation to re-gross the same.

**21** **Insurance.**

21.1 Without limiting and independent of Supplier's indemnification obligation, during the Term, Supplier, at its sole cost and expense, shall carry and maintain minimum insurance coverage and limits as set forth below. The required insurance coverage shall be issued by an insurer(s) with a current A.M. Best rating of at least A-, VIII or equivalent.

- (a) Worker's Compensation Insurance with statutory limits as required by Law and Employer's Liability Insurance with minimum limits of US\$1,000,000 each accident, US\$1,000,000 each employee by disease, and US\$1,000,000 policy limit - disease.
- (b) Commercial General & Products - Completed Operations Insurance with minimum limits of US\$1,000,000 per occurrence and US\$2,000,000 annual aggregate for bodily injury, including but not limited to, death, property damage, on-going operations, products completed operations, contractual liability, personal & advertising injury. Products liability insurance shall not limit loss or damage arising out of or resulting from mixing or blending.
- (c) Automobile Liability Insurance with minimum limits of US\$1,000,000 combined single limit for liability arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, hired or non-owned. Appropriate endorsement must be evidenced IF hazardous waste is to be transported – ISO MCS 90 and CA 9948 (Broadened Pollution Liability Endorsement)
- (d) Cyber Liability Insurance (As required on the Purchase Order) with minimum limits of US\$1,000,000 each claim for loss including, but not limited to, damages, fines and penalties arising out of or resulting from Supplier's acts, errors, or omissions for failure to prevent denial of service, unauthorized access to, unauthorized use of, tampering with or the introduction of malicious or damaging code or malware into firmware, data, software, systems or networks, breach of confidential information, including, but not limited to, breach mitigation costs and regulatory coverage. The retroactive coverage date shall be no later than the commencement date of the PO. Coverage must be kept in force for at least two (2) years after termination of the PO or an extended reporting period option of at least two (2) years must be purchased.
- (e) Technology Errors & Omissions Insurance (As required on the Purchase Order) with minimum limits of US\$1,000,000 each claim for loss arising out of or resulting from (1) technology services, (2) technology products, (3) media content and (4) network security breaches. The retroactive coverage date shall be no later than the commencement date of the PO. Coverage must be kept in force for at least two (2) years after termination of the PO or an extended reporting period option of at least two (2) years must be purchased.



# THE VENETIAN® RESORT

— LAS VEGAS —

- (f) Professional Errors & Omissions Liability Insurance (*As required on the Purchase Order*) **with** minimum limits of US\$1,000,000 each claim for loss arising out of or resulting from any act, error, omission, negligence, breach of duty and/or misrepresentation in the performance of Supplier's professional work or services. The retroactive coverage date shall be no later than the commencement date of the PO. Coverage must be kept in force for at least two (2) years after termination of the PO or an extended reporting period option of at least two (2) years must be purchased.
- 21.2 The required insurance policies shall name Buyer's Parties as additional insureds. The additional insured status shall apply to the full limits of liability purchased by Supplier even if those limits of liability are in excess of those required by these Terms and Conditions.
- 21.3 Supplier's insurance shall be primary to and without the right of contribution from any insurance policies maintained by and/or available to Buyer's Parties. This includes any applicable umbrella and/or excess liability insurance that Supplier may carry, even if such limits are greater than the amounts required under these Terms and Conditions.
- 21.4 The policies required herein shall provide a cross-liability/severability of insured clause indicating the insurance applies as if each insured is the only insured, and separately to each insured against whom claim is made or suit is brought.
- 21.5 Supplier and Supplier's insurer(s) agree to waive any and all rights of subrogation that Supplier and Supplier's insurer(s) may have against Buyer's Parties. Supplier shall require each Subcontractor to adhere to the same insurance requirements as stated herein and agree in writing to waive any and all rights of subrogation that Supplier's Subcontractor(s) and its insurer(s) may have against Buyer. Supplier and Supplier's Subcontractor's insurance policies shall provide for such waivers by endorsement, which shall be referenced on all certificates of insurance.
- 21.6 Supplier will be solely responsible for the deductible(s) or self-insured retention(s) under Supplier's policies.
- 21.7 Supplier shall require any Subcontractors it utilizes in the performance of its obligations under the PO and these Terms and Conditions, if any, to carry the same limits and coverage required herein.
- 21.8 Prior to the commencement of any work, provision of any Products or performance of any Services pursuant to the PO and at least five (5) days prior to the expiration of each insurance policy, Supplier shall furnish to Buyer certificate(s) of insurance evidencing the required insurance coverage and referencing the PO. The certificate of insurance shall be e-mailed to [venetiancert@venetianlasvegas.com](mailto:venetiancert@venetianlasvegas.com). Each certificate will include a provision requiring Supplier and/or Supplier's insurance carrier to provide thirty (30) days advance written notice before any termination or cancellation of the policies, regardless of whether such action is initiated by Supplier, any other insured or the insurance carrier. The written notice should be mailed to: Attn: Risk Management, 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109 or emailed to [venetiancert@venetianlasvegas.com](mailto:venetiancert@venetianlasvegas.com).

# THE VENETIAN® RESORT

— LAS VEGAS —

- 22 Termination for Convenience.** In addition to any other termination rights in these Terms and Conditions, Buyer may terminate the PO in whole or in part, at any time for any reason (including no reason) by specifying the effective date of termination in a written notice to Supplier.
- 23 Termination for Cause.** If an Event of Default occurs, Buyer may, at its sole discretion:
- (a) terminate the PO with immediate effect by giving written notice to Supplier; or
  - (b) allow Supplier a cure period by delivering a notice of default to Supplier (“Notice of Default”). The Notice of Default shall detail the nature of the Event of Default and request Supplier to cure such Event of Default within the cure period. If Supplier fails to cure the Event of Default within the cure period, Buyer may by written notice terminate the PO with immediate effect.
- 24 Effect of Termination or Expiration.** Upon termination or expiration of the PO:
- (a) neither Party will be liable to the other Party, except for a liability:
    - (i) that arose before the termination or expiration of the PO; or
    - (ii) arising after the termination or expiration of the PO and in connection with clauses that carry post expiry or post termination obligations;
  - (b) Supplier shall cease any and all use of Buyer Marks (whether or not such use was permitted by Buyer during the Term) and cease representing to third parties that it has a supplier relationship with Buyer; and
  - (c) Save for post termination obligations that survive termination, Buyer's sole liability for termination shall be limited to the payment for the Products and Services that have been delivered and accepted by Buyer as of the termination date unless such payment is prohibited by Law or any government authority. In no event shall Buyer be required to pay for finished goods, work-in-process or raw materials which Supplier fabricates or procures in amounts that exceed Buyer's orders nor will Buyer be required to pay for any goods or materials that are in Supplier's standard stock.
- 25 Survival of Certain Clauses.** All obligations that are intended either expressly or by their nature to survive termination or expiration of the PO shall so survive. Notwithstanding the foregoing, this Terms and Conditions shall apply to POs that are in effect until the expiration or completion of the PO.
- 26 Equitable Relief.** Parties agree that:
- (a) the rights granted under these Terms and Conditions and the PO are critical to Buyer's business and Buyer's ability to service its customers;
  - (b) the loss of these rights cannot be adequately compensated or measured in monetary damages; and
- Buyer is entitled to Equitable Relief to enforce these Terms and Conditions and the terms of the PO, provided however that all claims or actions for relief other than Equitable Relief

# THE VENETIAN® RESORT

— LAS VEGAS —

shall remain exclusively subject to final and binding arbitration or judgment, as provided in these Terms and Conditions.

## **27 Indemnity and Defense Obligations.**

27.1 Supplier shall defend, indemnify and hold harmless Buyer's Parties against any Claim brought against any Buyer's Party arising out of, resulting from, or relating to:

- (a) any actual or alleged act, error, omission, violation of Law or other conduct by Supplier, its employees or agents; and
- (b) any actual or alleged inaccuracy or breach by Supplier, its employees or agents of any warranty, representation, covenant or other term under these Terms and Conditions or the PO or at Law.

The above (a) and (b) include without limitation any actual or alleged:

- (i) infringement, violation or breach of any IP right;
- (ii) breach of any confidentiality or personal data obligation or restriction against publicity;
- (iii) breach of any statutory, regulatory or administrative requirement or directives including those relating to anti-corruption Law; and
- (iv) conduct resulting in death, injury or loss, destruction of, or damage to tangible or intangible property.

27.2 Supplier shall also defend, indemnify and hold harmless Buyer's Parties against any Claims brought against any Buyer's Party arising out of, resulting from, or relating to any actual or alleged act, neglect, default or omission by Supplier or its Subcontractors with respect to the payment to their Personnel of salary, taxes or other amounts and benefits required by Law that arise out of or in connection with the supply under the PO.

27.3 Supplier shall defend Buyer's Parties against any Claim, at Supplier's sole cost and expense, and Supplier shall obtain Buyer's express written permission prior to taking any action that may be materially adverse to Buyer. Supplier shall not settle any Claim without Buyer's prior express written consent to such proposed settlement. If Supplier does not obtain such permission or consent, Buyer shall have the right to avoid, dispute, settle, compromise or defend the Claims and to control or take any action, including without limitation, the making of any admission of jurisdiction, fact or liability and the selection of counsel, all at Supplier's expense.

27.4 Buyer's Parties may engage separate counsel and, in the event that Buyer's Parties do so because of conflict of interest between Supplier and any Buyer's Party or because Supplier does not defend Buyer's Parties, Supplier shall bear the cost and expense of such separate counsel. Supplier shall provide Buyer and its legal and professional advisers all reasonable assistance, information and co-operation.

27.5 Supplier shall indemnify Buyer's Parties against any liabilities, damages, losses, settlements, attorney's fees, dispute resolution costs, professional's fees as well as any other costs or expenses

# THE VENETIAN® RESORT

— LAS VEGAS —

incurred by or awarded against a Buyer's Party as a result of a Claim or agreed to in a settlement and attributable to a Claim.

- 28** **Limitation of Liability.** BUYER AND BUYER'S PARTIES WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS), EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF THE PO.
- 29** **Intellectual Property Ownership.** All IP owned by each Party prior to entering into the PO shall remain the property of that Party ("Background IP"). Save for such Background IP, all IP which is or has been conceived, made or developed by Supplier or its Personnel or incorporated in any Product, Service, work, deliverable or other purchase under the PO and all stages of conception, creation or development of such IP, shall be and remain the sole and exclusive property of Buyer. Supplier agrees and will cause its Personnel, contractors and agents to promptly disclose and assign, and does assign to Buyer any and all such IP. At no additional charge to Buyer, Supplier shall provide reasonable assistance to Buyer to secure IP protection, including but not limited to, assistance in the preparation and filing of any patent, design, trademark and other applications, and the execution of all applications, assignments or other instruments for perfection or protection of title. Supplier will pay its Personnel any compensation due in connection with such assignment of any IP or invention. Supplier warrants to Buyer that Supplier Personnel are subject to agreements that will secure Buyer's rights under this clause. If such assignment is not possible under Law, Supplier grants an exclusive, royalty-free, perpetual license to Buyer with respect to such IP or shall reimburse Buyer any fees that it may incur in obtaining such a license.
- 30** **Remedy for Infringing Products and Services.** If Buyer's purchase or use of Products, Services or Supplier's service deliverable is enjoined, Buyer may (at Buyer's option and Supplier's expense) require Supplier, in addition to all other remedies, to promptly:
- (a) provide replacement non-infringing Products, Services or Supplier's service deliverable;
  - (b) modify the infringing Products, Services or Supplier's service deliverable so the infringement is removed; or
  - (c) refund to Buyer the Price paid by Buyer for the infringing Products, Services or Supplier's service deliverable.
- 31** **Notice of Infringement.** Supplier shall promptly report to Buyer in reasonable written detail each notice or Claim of IP infringement or invasion of any right of privacy of which Supplier has notice or knowledge and which arises out of or relates to the PO.
- 32** **Buyer Marks.** Supplier shall not use any Buyer Marks without the prior written consent of Buyer. If Supplier is granted a right to use Buyer Marks, Supplier will do so only in strict compliance with Buyer's requirements.
- 33** **Confidential Information.**
- 33.1 Supplier shall use Confidential Information only for the purpose of the PO. Supplier shall:
- (a) not disclose, nor allow the disclosure of, Confidential Information; and
  - (b) safeguard Confidential Information from unauthorized use and disclosure.

# THE VENETIAN® RESORT

LAS VEGAS

- 33.2 Upon Buyer's request, Supplier shall promptly return or, only to the extent that return is not physically feasible, destroy all Buyer Confidential Information. Following such return or destruction, Supplier shall provide to Buyer written certification that no Confidential Information (or copies) is retained by Supplier.
- 33.3 Contractual relationships between Supplier and third parties shall not conflict with Supplier's duty of confidentiality to Buyer. If Supplier continues, or proposes to establish, any contractual relationship which may result in such conflict while the PO remains in effect, Supplier shall immediately notify Buyer of the name and address of such third party and will disclose to Buyer the nature of such relationship. In the event that Buyer in its sole discretion considers the relationship a conflict of interest and the conflict cannot be resolved between the Parties in a timely manner, Buyer may terminate the PO on notice to Supplier without any further liability other than for payment for Products and Services delivered and accepted by Buyer, if any.
- 33.4 Any disclosure of Confidential Information by Supplier to third parties shall only be to Supplier's Subcontractors and licensees appointed pursuant to the provisions of the PO and the professional advisors, responsible officers and employees of Supplier who require such disclosure on a need to-know basis, for the proper performance of their duties and who will individually comply with all obligations of confidentiality imposed upon Supplier by the provisions of this clause. Supplier shall undertake all reasonable steps to minimize the risk of disclosure of Confidential Information by such third parties, professional advisers, officers and employees, and shall take all reasonable steps to restrict them from disclosing any Confidential Information.
- 33.5 Nothing in this clause shall prohibit or restrict the disclosure of any Confidential Information to any third parties as required by Law or any regulatory authority to which Supplier is subject. Supplier shall as soon as reasonably practicable inform Buyer of the requirement to make any such disclosure, prior to making such disclosure.
34. **Publicity.** Supplier shall not, without prior written consent of Buyer, sell, publish or publicly communicate any information related to the existence and terms of the PO, including to confirm or deny the existence of such.
35. **Non-Disparagement.** Supplier agrees that, during the Term and for one (1) year after the expiry of the PO or its early termination, Supplier will not make any statements in any communications with the press or media or to any other third parties or take any action which is:
- (a) intended; or
  - (b) would reasonably be expected,
- to be disparaging towards, harmful to reputation of, or lead to unwanted or unfavorable publicity to Buyer's Parties.
36. **Personal Data Protection Compliance.** Parties agree that the PO does not involve, and Supplier shall refrain from Processing any Personal Data on behalf of Buyer or providing any Personal Data to Buyer.

# THE VENETIAN® RESORT

— LAS VEGAS —

## 37. **Compliance.**

- 37.1. **Gaming Compliance.** Supplier understands that Buyer and its applicable Affiliates operate pursuant to gaming licenses issued by the jurisdictions in which they operate that require strict compliance with all gaming-related rules and regulations. Throughout the Term, Supplier agrees to fully cooperate with Buyer's vetting procedures of third parties in order to obtain and maintain suitability as a supplier of the Products and Services. If required by applicable Gaming Authorities, Supplier shall, at its sole cost, secure and maintain all appropriate licenses, qualifications, clearances or the like to perform its obligations under the PO.
- 37.2. **Compliance with Anti-Bribery, Anti-Corruption and other Laws.**
- (a) In connection with the PO and its own business, Supplier shall comply, and compel its employees, agents, and Subcontractors to comply, with all Law related to anti-corruption, anti-money laundering, and gaming. This includes, without limitation, the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA") (15 U.S.C. §§ 78dd-1, et seq.) which precludes giving, offering or agreeing to give anything of value to foreign Public Officials or RCAs, directly or indirectly, in connection with obtaining or maintaining contracts or orders or obtaining other benefits.
- (b) Supplier warrants that it neither has nor will violate the FCPA or any other Law referenced in this clause. Supplier warrants that it has not paid, agreed to pay, nor will pay anything of value to any representative of Buyer or any third-party on behalf of Buyer. Supplier further warrants that it has not made, offered, or agreed to make any political contributions or donations in relation to the PO. Supplier warrants that it shall disclose to Buyer if any Public Officials or RCAs currently or at any point throughout the Term:
- (i) own an interest in Supplier; or
- (ii) have any legal or beneficial interest in the PO.
- 37.3. **Record Keeping and Audit Rights.** Supplier shall maintain complete and accurate records arising from and related to the PO, as required by the FCPA and any other Law. Supplier (and, if applicable, its Affiliates) shall, upon written request, allow Buyer's representatives to examine, audit, and make copies of said records and related documentation. Supplier shall fully cooperate with any audit, to be conducted during normal business hours, of any records related to Supplier's compliance or noncompliance with these Terms and Conditions, the terms of the PO and any Law.
- 37.4. **Other Legal Obligations.** Supplier warrants that it shall comply in all respects with the Law applicable to Supplier and Supplier's relationship with Buyer, including without limitation applicable trade, human rights, personal data protection, labor, immigration, and environmental Law in all activities related to the creation and provision of Products and Services. Supplier shall take no intentional action which would subject Buyer to penalties under Law.
- 37.5. **Notification and Cooperation.** Supplier agrees to provide immediate written notice to Buyer in the event that:

# THE VENETIAN® RESORT

— LAS VEGAS —

- (a) Supplier has or believes it may have failed to comply with any of its warranties under this Compliance Clause; or
- (b) Supplier is alleged to have made improper payments in connection with its performance under the PO.

Supplier shall cooperate fully with Buyer and/or any government agency investigating a possible violation of this Compliance Clause.

- 37.6. **Detrimental Activity.** Notwithstanding anything to the contrary in the PO, if Buyer shall in good faith determine that Supplier, or any of its officers, directors, employees, agents, designees, representatives, partners, owners, members, shareholders, lenders, or financial participants is or may be engaged in, or is about to be engaged in, any activity or relationship that may be detrimental to Buyer's or any of Buyer's Affiliates' business, image, or reputation, or if any of Buyer's or Buyer's Affiliates' licenses are threatened to be, or are, denied, curtailed, suspended or revoked by such activity or relationship then Buyer may, in its sole discretion, terminate the PO without further liability to Supplier.
38. **Precedence.** Unless otherwise specifically permitted in these Terms and Conditions, where there is any conflict between these Terms and Conditions and any terms set out on the PO, these Terms and Conditions will prevail.
39. **No Agency.** The PO will not be construed to and does not create a relationship of agency, partnership, employment, joint venture or any other similar relationship between the Parties. Nothing in the PO shall be construed to authorize either Party to:
- (a) incur any expenses on behalf of the other Party;
  - (b) enter into any engagement or make any representation or warranty on behalf of the other Party; or
  - (c) bind, oblige, or commit the other Party in any way without obtaining the other Party's prior written consent.
40. **Independent Contractors.**
- 40.1. Supplier Personnel are employees, exclusively, of Supplier, and paid by, Supplier or Supplier's Subcontractors. Supplier understands that neither Supplier nor Supplier Personnel are eligible for workers' compensation or unemployment insurance benefits, or eligible to participate in any employee pension, profit sharing, stock option, health, vacation pay, sick pay or other benefit plan of Buyer or Buyer's Affiliate (collectively "Buyer Benefits"). Therefore, Supplier shall ensure that Supplier Personnel will not apply for or participate in Buyer Benefits. Supplier further agrees that in the event a court or government agency later determines that Supplier or Supplier Personnel is an employee of Buyer rather than an independent contractor, Supplier waives any right to recover and promises not to seek employee benefits of any kind to which an employee would have been entitled during the period prior to the court or agency's ruling. Supplier shall indemnify, defend and hold Buyer's Parties harmless against any Claim by Supplier or Supplier Personnel seeking any Buyer Benefits from Buyer or Buyer's Affiliate.



# THE VENETIAN® RESORT

— LAS VEGAS —

- 40.2. The Parties are independent contractors with respect to one another. Supplier shall be solely responsible for payment to any suppliers, Subcontractors and third parties Supplier utilizes in the provision of the Services to Buyer. Supplier shall, and shall also require that its Subcontractors, pay all applicable social security, unemployment, workers' compensation or other employment taxes or contributions of insurance and, upon request, shall provide Buyer with proof that such payments have been made in a form acceptable to Buyer. Supplier shall also comply with all Law relating to employment, including without limitation those regarding minimum wages, social security, unemployment insurance, workers' compensation and immigration.
41. **Time is of the Essence.** Time is of the essence in Supplier's performance under the PO.
42. **Assignment.** Save for Buyer who may assign the PO to its Affiliates by providing notice to Supplier, neither Party may assign the PO, in whole or in part, without the prior written consent of the other Party. Any permitted assignment or delegation shall not relieve Supplier of its obligations under the PO. Any attempted assignment or delegation of the PO not in accordance with this clause shall be void.
43. **Subcontracting.**
- 43.1. Supplier may subcontract its performance under the PO, at its own cost and expense, subject to this Clause 43 and provided that each such Subcontractor:
- (a) complies with all regulatory requirements and conditions in these Terms and Conditions or as otherwise reasonably required by Buyer;
  - (b) provides the same representations and warranties as required of Supplier under these Terms and Conditions and is bound by the same obligations, that would apply to the scope of Subcontractor's engagement, as if the Subcontractor was the Supplier; and
  - (c) provides Buyer the right to inspect and audit the books and records of Subcontractor relating to the scope of its engagement.
- 43.2. Supplier warrants and agrees that Supplier is, and at all times will be, responsible and liable for the actions of its Subcontractor and engagement of a Subcontractor shall not relieve Supplier of its obligations under the PO and these Terms and Conditions.
- 43.3. Provided potential Subcontractor satisfies the requirements in Clause 43.1 and is not subject to Clause 43.4, Supplier shall provide to Buyer a written or an electronic notice (emailed to [subcontractor.TPDD@venetianlasvegas.com](mailto:subcontractor.TPDD@venetianlasvegas.com)) of its desire to engage such potential Subcontractor, as well as documentation related to Supplier's due diligence, at least ten (10) business days prior to any engagement of such Subcontractor ("Notice Period").
- Buyer may elect to perform its own due diligence and, in such event, will inform Supplier (in writing or electronically by an email) of this course of action within the Notice Period. Supplier may engage proposed Subcontractor only:
- (a) if Buyer has not responded to Supplier's notice during the Notice Period; or



# THE VENETIAN® RESORT

LAS VEGAS

- (b) if Buyer does respond to Supplier during the Notice Period, then upon a subsequent notification from Buyer advising that Buyer has no objections to the engagement of proposed Subcontractor.

43.4. In an event Supplier desires to engage a potential Subcontractor that:

- (a) will provide Services or Products valued at USD\$50,000 or more and the scope of engagement includes obtaining a government permits, licenses, or other interactions with government officials;
- (b) will be performing fifty percent (50%) or more of the Services under the PO;
- (c) is a state-owned enterprise; or
- (d) has:
  - (i) an executive or a controlling officer who is a Public Official;
  - (ii) 10% or more ownership, directly or indirectly, by a Public Official; or
  - (iii) a combination of (i) and (ii),

then, provided such potential Subcontractor is qualified pursuant to Clause 43.1 and prior to any engagement of such Subcontractor, Supplier shall provide to Buyer a written notice of its desire to engage such potential Subcontractor. Supplier shall identify which sub-clause in this Clause 43.4 applies and will include contact information of Subcontractor's representative (name and email address) in the notice. Buyer may elect to perform its own due diligence and, in such event, will inform Supplier of this course of action. Supplier may engage proposed Subcontractor, that is subject to this Clause 43.4, only if Buyer affirmatively responds to Supplier in writing that Buyer does not object to such potential engagement.

43.5. Notwithstanding anything to the contrary in these Terms and Conditions, Supplier agrees, and will ensure that all of its Subcontractors agree in writing, that, in no event will Buyer's Party be liable to Supplier, any Subcontractor, any of their respective directors, employees, officers, agents, and representatives, and any other third party for selection, approval, non-engagement, or any other action related to engagement or potential engagement of Subcontractors by Supplier and Supplier shall defend and indemnify Buyer's Party from any and all Claims related to such engagement, potential engagement, or non-engagement.

44. **Change In Control.** The Supplier shall promptly notify Buyer at least forty-five (45) days prior to any proposed Change in Control. The proposed controlling party of Supplier ("Proposed Party") shall be required to submit to Buyer's vetting procedures of third parties ("Due Diligence"). Buyer may terminate the PO in the event the Proposed Party fails to successfully pass Due Diligence.

45. **Cross-default.** Supplier agrees that any material breach of the PO shall constitute a breach of not only the PO but also of all Other Agreements. Such breach shall allow Buyer (and Buyer's Affiliate), with written notice, to withhold payment under or terminate the PO or any Other Agreements.

46. **Severability.** Should any provision of these Terms and Conditions or the PO be held to be void, invalid, unenforceable or illegal, it shall be severed from these Terms and Conditions or the PO

# THE VENETIAN® RESORT

— LAS VEGAS —

and the remaining terms shall remain in full force and effect. The balance of these Terms and Conditions or such PO shall be construed and enforced as if these Terms and Conditions or such PO did not contain the particular provision held to be void.

47. **Waiver.** Waiver of any term or condition of these Terms and Conditions or any PO by a Party shall not be valid unless it is by way of an amendment to these Terms and Conditions or such PO. The delay or failure of Buyer to enforce any provision of these Terms and Conditions or any PO, or to require performance of any provision, shall not in any way be construed as a waiver of such provision, or affect the right of Buyer to subsequently enforce each and every provision of these Terms and Conditions or any PO.
48. **Amendment.** These Terms and Conditions shall not be amended except by express written agreement of the Parties. Any other attempt to amend these Terms and Conditions shall be null and void.
49. **Entire Agreement.** These Terms and Conditions with the PO contain the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior representations, negotiations, and agreements, whether written or oral, relating to such subject matter.
50. **Clause Headings.** The clause headings in these Terms and Conditions are inserted for the purpose of convenience and ready reference only. They do not define, limit, or extend the scope or intent of the language of the clauses to which they pertain.
51. **Notices.** All legal notices related to the PO shall be in English and in writing, addressed to the notified Party's business representative with a copy to the Party's General Counsel and delivered to the notified Party's address stated on the face of the PO. Any notice shall be deemed to have been given:
  - (a) when received by the Party to whom it is directed by hand delivery or personal service; or
  - (b) three (3) business days after sent by registered mail or courier (with proof of delivery).
52. **Third Party Rights.** Except as provided above for Buyer's Affiliates, the PO is entered into for the exclusive benefit of the Parties and is not intended to benefit any person or entity not a signatory to the PO or create any rights, powers or interests in any third person.

**Governing Law and Dispute Resolution.** Other than an action seeking Equitable Relief, for each claim or dispute arising between the Parties under the PO, the Parties shall attempt to resolve the matter through escalating levels of management. In the unlikely event the Parties cannot resolve a claim or dispute among themselves, Supplier and Buyer agree that any unresolved dispute or claim arising out of or relating to the PO (other than an action seeking Equitable Relief), shall be settled exclusively in accordance with the terms of this clause. The Parties agree to attempt to settle all such disputes or claims first by confidential mediation to be conducted by the American Arbitration Association ("AAA") in accordance with the AAA's then-current Commercial Arbitration Rules and Mediation Procedures (the "Rules"). If mediation is unsuccessful in resolving the dispute(s) or claim(s), the Parties agree to settle the matter by binding arbitration conducted by the AAA in accordance with the Rules. A Party initiating arbitration shall file a Demand for

# THE VENETIAN® RESORT

— LAS VEGAS —

Arbitration with the AAA, as prescribed by the Rules. The arbitration will be held in Clark County, Nevada before a single arbitrator and such arbitration shall be confidential. The selection of the arbitrator shall be in accordance with the Rules. The arbitrator will apply the substantive law of the State of Nevada without regard to its or any other conflict of laws provision. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. § 1 et. seq. The Parties will be permitted to engage in limited discovery prior to the arbitration. The Parties agree that each will only be entitled to one deposition in total of the other's officers, directors, employees or agents. The Parties further agree that no interrogatories shall be served and document production obligations shall be limited to documents directly and solely related to the performance of the PO at issue. Following a hearing, the arbitrator shall issue a signed and dated written opinion which shall decide all issues submitted. The arbitrator shall award only those remedies which are authorized by law and requested by the Parties and which the arbitrator determines to be supported by credible relevant evidence. The Parties will be responsible for their own attorney's fees and expenses, except that the prevailing Party in the arbitration shall be entitled to an award of its reasonable attorney's fees and expenses as an element of the arbitrator's award. Unless otherwise provided by Law, the cost of the arbitrator and the administrative fees of the AAA will be shared equally by Supplier and Buyer. In order to facilitate resolution of the claim or dispute, Supplier will include the arbitration requirements of these Terms and Conditions in its contracts with those suppliers and in its subcontracts with Subcontractors. Judgment may be entered on the arbitrator's award in any court having jurisdiction. For the purposes of entering such judgment or seeking Equitable Relief with regard to the PO, Buyer and Supplier hereby consent to the jurisdiction of any or all of the following courts:

- (a) the courts of the State of Nevada and of the United States of America for the District of Nevada; or
- (b) any other court having jurisdiction;

provided, that damages for any alleged violation of the PO, as well as any claim, counterclaim or crossclaim brought by Supplier or any third- party in response to, or in connection with any court action commenced by Buyer seeking said Equitable Relief shall remain exclusively subject to final and binding arbitration as provided for herein.

BUYER AND SUPPLIER HEREBY EACH RESPECTIVELY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH THEY MAY EITHER NOW OR HEREAFTER HAVE TO SUCH JURISDICTION OR VENUE AND ANY DEFENSE OF INCONVENIENT FORUM AND ARE HEREBY GIVING UP THE RIGHT TO HAVE DISPUTES DECIDED IN CIVIL COURT BY A JUDGE OR JURY.

The United Nations Convention on Contracts for International Sale of Goods does not apply to the PO.

## DEFINED TERMS

**"Affiliate"** or **"Affiliates"** shall mean, Pioneer OpCo, LLC and its wholly owned subsidiaries.

**"Buyer Marks"** means trademarks, service marks, trade names, logos, designs or other symbols of Buyer or its Affiliates.

# THE VENETIAN® RESORT

LAS VEGAS

**“Buyer’s Party”** or **“Buyer’s Parties”** means Buyer, Buyer’s Affiliates, and their respective officers, directors, employees, agents, and customers, to the extent customers are indemnified by Buyer or Buyer’s Affiliates.

**“Change in Control”** means a change in the person or persons who either:

- (a) beneficially control a majority of the Supplier’s voting shares; or (b) has or have a position of dominant influence over the Supplier.

**“Claim”** or **“Claims”** means any claim, demand, suit, or cause of action, liability, fine, penalty, or any claim for damage, loss or expense.

**“Confidential Information”** means all information, provided under the PO, whether or not marked confidential, that is disclosed or made available to Supplier, directly or indirectly, in written, oral or electronic form, through any means of communication or observation; and includes:

- (a) the existence and the terms of these Terms and Conditions or any PO;
- (b) information concerning Supplier’s performance under the PO; or
- (c) information obtained by Supplier from third parties in the course of supplying or obtaining approvals for performance.

Confidential Information does not include information that is:

- (i) lawfully known by Supplier before negotiations leading to the PO;
- (i) independently developed by Supplier without use of the Confidential Information;
- (ii) part of the public domain; or
- (iii) obtained by Supplier from a third-party without any violation of confidentiality.

**“Data Protection Laws and Standards”** means any prevailing Law and industry standards applicable to Buyer or Supplier relating to data security and protection, including without limitation the PCI DSS, industry standards and practices, European Union General Data Protection Regulation, Singapore Personal Data Protection Act (No. 26 of 2012), Macau Personal Data Protection Act, law 8/2005, and applicable US federal and state data privacy laws and regulations.

**“Equitable Relief”** means an order of specific performance, mandatory injunction, or other appropriate preliminary or permanent equitable relief.

**“Event of Default”** means:

- (a) a breach of a material obligation under these Terms and Conditions or the PO, which for the avoidance of doubt, includes a breach of the Confidential Information Clause, Personal Data Protection Compliance Clause, Intellectual Property Ownership Clause, Remedy for Infringing Products and Services Clause and Compliance Clause;

# THE VENETIAN® RESORT

— LAS VEGAS —

- (b) a repetitive breach (i.e., in excess of two (2)) of any obligation under these Terms and Conditions or the PO;
- (c) a Party suffering an event of bankruptcy, insolvency, liquidation, composition or any other analogous event in any jurisdiction;
- (d) Supplier conducting itself in a way detrimental to the image or reputation of Buyer or Buyer's Affiliates;
- (e) the sale of substantially all the assets of Supplier, any merger, consolidation or acquisition of Supplier with, by or into another corporation, entity or person, or any change in the ownership of more than 50% of the voting capital stock of Supplier in one or more related transactions;
- (f) a change in Law that makes effecting the PO illegal or prohibited;
- (g) the issuance of an order or direction by any governmental authority, restraining or enjoining the transactions under the PO.

**“Facilities”** means any area or site that is owned or managed or controlled by Buyer and includes Buyer's movable property at that site.

**“Gaming Authorities”** means governmental authorities relating to casino gaming.

**“Hazardous Materials”** means any hazardous substance as defined under any Law relating to environmental protection or the regulation of hazardous chemicals including without limitation the Title 49, Subtitle B, Chapter I, Subchapter A, Part 105, §105.5 et al of the Code of Federal Regulations.

**“IP”** means patents, rights to inventions, copyright and related rights, trademarks, service marks, trade names, logos, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which exist in any part of the world.

**“Law”** means all applicable laws, rules, statutes, decrees, decisions, orders, regulations, judgments, codes, enactments, resolutions, and requirements of any government authority (federal, state, local, or international).

**“MSDS Information”** means the Material Safety Data Sheet Information designed to provide both workers and emergency personnel with the proper procedures for handling or working with chemical substances. The MSDS shall provide information such as physical and chemical data, toxicity, health effects, emergency and first aid procedures, storage, disposal, protective equipment, routes of exposure, control measures, precautions for safe handling and use, spill/leak procedures, and any other information required by Law.

**“Other Agreements”** means other agreements between Buyer (or Buyer's Affiliates) and Supplier (or Supplier's Affiliates).

**“Party”** means either Buyer or Supplier and **“Parties”** means both Buyer and Supplier.

# THE VENETIAN® RESORT

— LAS VEGAS —

**“Personal Data”** means all data which is defined to be “personal data” under Data Protection Laws and Standards, and includes information of any type or in any medium including sound and image, which identifies, is able to identify, or which relates to an individual, whether true or not, in any form, disclosed, furnished or by any means made available directly or indirectly to Supplier, its agents or its Subcontractor by or on behalf of Buyer or otherwise received or obtained by Supplier, its agents or its Subcontractors pursuant to or in the course of performing the PO. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to a unique identifier, an indication number or otherwise, or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

**“Personnel”** or **“Supplier Personnel”** means Supplier’s employees or personnel engaged by Supplier or Supplier’s Subcontractors to perform the PO.

**“PO”** or **“POs”** means any purchase order issued by Buyer to Supplier on Buyer’s standard form.

**“Price”** or **“Prices”** means:

- (a) the price to be paid for the Services, in respect of Services; or
- (b) the complete price to be paid for each unit of Product inclusive of all costs required to deliver the Product to a delivery destination specified by Buyer, in respect of Products.

**“Process”** or **“Processing”** means the carrying out of any operation or set of operations in relation to Personal Data, whether or not by automatic means, and includes any of the following – collection, storing, consulting, using, processing, recording, holding, analyzing, organizing, adapting, copying, altering, using to create derivative works, retrieving, accessing, combining, transmitting, displaying or disseminating, publishing or otherwise making available by any means, blocking, erasing, or destroying, etc.

**“Product”** or **“Products”** means the products as specified in the PO.

**“Properly Documented Invoice”** means an invoice submitted by Supplier through Buyer's electronic purchasing system that contains:

- (a) Ariba Order Number/CW Number;
- (b) Invoice date;
- (c) Delivery destination;
- (d) Description and quantity of items purchased;
- (e) Date of delivery;
- (f) For each of the individual items purchased: Order line no., UOM, unit Price, extended Price, taxes, discounts, and total amount requested;
- (g) Freight charges (if applicable);

# THE VENETIAN® RESORT

LAS VEGAS

- (h) Payment Term;
- (i) Name of Buyer's representative; and
- (j) Any other supporting documents or information reasonably requested by Buyer.

**“Public Official”** means an employee, representative officer, director, agent, consultant, official or board member of any:

- (a) body or branch of national, regional, provincial, state, municipal or local government, whether legislative, executive, or judicial, or any person acting in an official capacity on behalf of a government entity (this includes candidates for political office);
- (b) public international organization;
- (c) political party; or
- (d) business entity owned, operated or controlled by, or otherwise under the influence of, a governmental body, agency or entity (commonly referred to as a State-Owned Enterprise).

**“RCA”** means “Relative or Close Associate of a Public Official”, which means an individual with close personal or familial dealings with a Public Official, such as a business associate or someone related to the Public Official by blood or marriage.

**“Service”** or **“Services”** means the services as specified in the PO.

**“Subcontractor”** means a business or a person who is engaged by the Supplier specifically to perform any part of a PO.

**“Term”** means the period from the commencement date of the PO, and ending on the earlier of:

- (a) the completion of performance of the PO; or
- (b) the termination date of the PO, if the PO is terminated earlier in accordance with these Terms and Conditions.