



PURCHASE ORDER TERMS AND CONDITIONS

1. Parties. "**Mosaic**" means the Mosaic entity identified in the applicable Mosaic purchase order (the "**Order**"). "**Supplier**" means the person or entity supplying the goods or services under the applicable Order. Mosaic and Supplier are each a "**Party**" and are collectively referred to as the "**Parties**".

2. Acceptance by Supplier. Supplier agrees to perform the services ("**Services**") and/or provide the goods or Service deliverables (collectively referred to as "**Goods**"), described in and in accordance with any Order, scope of work and with these Terms and Conditions ("**Agreement**"). Upon acceptance of an Order, shipment of Goods or commencement of a Service, Supplier shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable Order, whether Supplier acknowledges or otherwise signs this Agreement or the Order, unless Supplier objects to such terms in writing prior to shipping Goods or commencing Services. Any terms or conditions contained in any acknowledgment, invoice or other communication of Supplier, which are inconsistent with the terms and conditions herein, are hereby rejected.

3. Acceptance by Mosaic. Mosaic shall have a reasonable time (but not less than 30 days) after receipt to inspect the Goods and Services tendered by Supplier. Mosaic at its option may reject all or any portion of such Goods or Services which do not, in Mosaic's sole discretion, comply in every respect with each and every term and condition of the Order and this Agreement. Mosaic may elect to reject the entire Goods and Services tendered even if only a portion thereof is nonconforming. If Mosaic elects to accept nonconforming Goods or Services, Mosaic, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Mosaic for the nonconformity. Any acceptance by Mosaic, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such Goods and Services.

4. Delivery. Time is of the essence. Supplier shall use its best efforts to meet delivery or completion deadlines under the Order. If no delivery or completion schedule is specified, the Order shall be filled promptly and delivery will be made by the most expeditious form. Supplier will advise Mosaic immediately upon receipt of the Order if the specified delivery or completion date cannot be met. Mosaic may designate any reasonable alternative delivery points, if necessary, to expedite Supplier's performance under the Order.

5. Partial Delivery. In the event only part of the delivery can be used by Mosaic, and Mosaic accepts partial delivery, Supplier shall be entitled to be paid for the partial delivery. In determining the price of the partial delivery, the parties shall take into consideration Supplier's cost related to the partial delivery and the value of the partial delivery. In the event Mosaic does not accept any part of the delivery, Mosaic shall, at Supplier's cost, return to Supplier any tangible and intangible Goods already

delivered, and Supplier shall reimburse the purchase price received.

6. Invoices. As full consideration for the performance of the Services or delivery of the Goods and subject to the terms and conditions herein, Mosaic shall pay Supplier the amount agreed upon and specified in the applicable Order. All applicable federal and provincial sales taxes and all other fees, taxes, dues or other like charges and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on Supplier's invoice. Payment is made when Mosaic's check is mailed or when payment is initiated, as applicable. Payment shall not constitute acceptance. Supplier shall invoice Mosaic for all Goods delivered and all Services actually performed. Each invoice submitted by Supplier must be provided to Mosaic within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable Order, and Mosaic reserves the right to return all incorrect invoices. Unless otherwise specified on the face of an Order, Mosaic shall pay the invoiced amount within ninety (90) days after receipt of a correct invoice. Payment Terms shall be either Net ninety (90) days or may be subject to a two percent (2%) discount if paid Net fifteen (15) days.

7. Sales and Other Taxes. Except as may be provided in the Order, if applicable, Supplier shall be liable for and pay to the appropriate taxing authority all federal and provincial sales taxes and all other fees, taxes, dues, customs duties or other like charges, including PST and GST/HST, if any, properly payable upon and in connection with Goods to be furnished and Services to be performed, and shall secure all permits, fees and licenses necessary for the execution of any Services, unless otherwise instructed by Mosaic in writing. All taxes, including provincial sales taxes and GST/HST assessable upon any Goods prior to receipt by Mosaic of Goods conforming to the Order shall be borne by Supplier.

Effective April 1, 2017, a business providing services to real property are required to be registered with the Revenue Division as a Licensed Vendor for the purpose of collecting and remitting PST on their sales of taxable services and to report any tax payable on equipment, supplies and taxable services purchased for their own consumption or use. If Supplier is engaged in services to real property, Supplier is required to collect PST on the total charge to Mosaic for the services, including all charges for labor, materials, transportation, insurance, service fees, overhead expenses and any tax, levy or duty, other than the GST. PST must be shown as a separate line item on the invoice to Mosaic. Supplier who makes supply only sales must collect tax from Mosaic on the retail selling price of the items sold and show PST collected on Mosaic's invoice. Non-resident and resident suppliers carrying on business in Saskatchewan are required to post a guarantee bond or cash deposit in an amount equivalent

to six percent (6%) of the total amount to be paid under the Order with respect to the sale of:

- a taxable service related to real property, or
- a taxable service related to real property where tangible personal property is installed in conjunction with a taxable real property service.

It is the responsibility of the principal to ensure that Supplier complies with this provision. Failure to do so can leave Mosaic liable for any taxes which Supplier fails to remit, in addition to possible fines and penalties.

Alternatively, Supplier shall be required to demonstrate to Mosaic that their security obligation has been fulfilled and can request a clearance letter from Saskatchewan Finance. If approved, the letter obtained from Saskatchewan Finance can be provided to Mosaic. It is recommended that Mosaic maintain a holdback of six percent (6%) until a clearance letter is provided or proof of bonding is obtained.

Before the final payment is made on an Order, the sub-supplier must obtain a clearance letter from the Revenue Division and provide a copy of the letter to Supplier or Mosaic.

In the event that Supplier is a non-resident of Canada providing Services in Canada, Supplier agrees to notify Mosaic of the same and Supplier shall be liable for and pay all Regulation 105 withholding taxes. Mosaic is required to withhold fifteen percent (15%) from fees, commissions, or other amounts that we pay to non-resident individuals, partnerships, or corporations for services provided in Canada. The withholding tax requirement applies when payment is made to non-resident vendors for construction projects, installation projects, manufacturing and processing, consulting, legal, accounting, engineering, training, seminars, etc. If a non-resident can show that the fifteen percent (15%) withholding is more than their potential tax liability in Canada, either due to treaty protection or income and expenses, the Canada Revenue Agency (CRA) may waive or reduce the withholding. Non-residents who want to ask for a waiver or a reduction of the withholding tax have to send a waiver application into a CRA tax services office. Mosaic must receive a copy of the waiver in order not to withhold.

8. Risk of Loss. Except as may be provided in the Order, Supplier will assume any and all risk of loss and/or damage to any Goods furnished hereunder until the Goods are physically delivered to Mosaic's facility specified in the Order.

9. Covenants, Representations and Warranties. Supplier covenants, represents and warrants that (a) Supplier will comply with all applicable federal and provincial laws, rules, regulations, codes and ordinances, including but not limited to security, health and safety, in the performance of the Order; (b) all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures; (c) Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in the Order and in this Agreement; (d) the performance of Services and delivery of Goods under this Agreement will not conflict with, or be prohibited in any way, by any other agreement or statutory restriction to which Supplier is bound; (e) all Goods provided will be new and will not be used or refurbished and shall be fit and sufficient for the purpose intended; and shall be merchantable; (f) all Goods delivered shall be free from defects in materials and

workmanship and shall conform to all applicable specifications; (g) any Goods furnished hereunder which are subject to occupational health and safety legislation or equivalent legislation, and the rules and regulations thereunder, will conform to all applicable standards and requirements set forth in such legislation and the rules and regulations thereunder; (h) any Goods and Services are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties; and (i) where applicable, Supplier shall comply with the requirements of any applicable employment standards legislation, including, without limitation, *Saskatchewan Employment Act*, in producing the Goods or performing the Services hereunder. Supplier further warrants to Mosaic that at delivery of any Goods, such Goods will be free of any liens or encumbrances. If there are any such liens or encumbrances, Supplier shall cause such liens or encumbrances to be discharged promptly at Supplier's sole cost and expense upon notification from Mosaic of their existence. These covenants, representations and warranties are in addition to those implied by or available at law to Mosaic and shall exist notwithstanding the acceptance and/or inspection by Mosaic of all or part of the Goods or Services. If Mosaic identifies a warranty problem with any Goods, Mosaic will notify Supplier of such problem and will return the Goods to Supplier, at Supplier's expense. Within five (5) business days of receipt of the returned Goods, Supplier shall, at Mosaic's option, either repair or replace such Goods, or credit Mosaic's account for the same. Replacement and repaired Goods shall be warranted by Supplier.

10. Staffing. Supplier shall, at all times when providing Services, supply a sufficient number of skilled workers to perform the Services covered by an Order with promptness and diligence. Should any Supplier Employees (as herein defined) or other persons performing Services covered by an Order engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, Mosaic may, at its option and without prejudice to any other remedies it may have, after forty-eight (48) hours' written notice to Supplier, provide any such labor and deduct the cost, thereof, from any amounts then due or thereafter to become due to Supplier.

11. Completion Dates. No completion date or delivery date shall be amended except by written instrument signed by Mosaic. Final payment for Services shall not be due until Supplier has delivered to Mosaic a complete release of any and all liens arising out of the Services or receipts in full covering all labor, materials, and equipment for which a lien could be filed. The amount to be paid for and the time period within which the Services are to be performed or any other change in the Services to be performed hereunder may be changed only by written Order, change directive, or change order signed by Mosaic.

12. Materials. Supplier shall be solely responsible for the handling, transportation and disposal of any and all materials, substances and chemicals which Supplier or any subcontractor brings onto Mosaic's facility, and any waste generated or resulting from the use thereof. Supplier shall not dispose or permit the release of any material, substance or chemical, or any waste generated or resulting from the use thereof on or at the facility. Supplier shall handle, transport and dispose of any and all substances and chemicals, including, but not limited to, hazardous wastes and substances in accordance with all applicable federal, provincial and local laws, rules, regulations, codes and ordinances.

13. Equipment. Unless otherwise specified in writing, Supplier shall provide and pay for all labor, materials, tools, equipment, machinery, transportation, and other facilities and services necessary for the proper execution and completion of the matters contemplated in the Order. The use of Mosaic's equipment, tools, scaffolding or other materials ("**Mosaic Equipment**") by Supplier is strictly prohibited without prior written consent of Mosaic. In the event the use of Mosaic Equipment by Supplier is necessary, Supplier agrees to inspect the Mosaic Equipment and agrees that it will not use same unless it is suitable for the intended use and conforms with any and all applicable laws, rules, regulations, codes, ordinances and orders. The determination of the suitability of use and conformity with applicable laws of Mosaic Equipment is to be made solely by Supplier, and Mosaic makes no representation as to the suitability of any Mosaic Equipment used by Supplier for any particular use. Supplier assumes full responsibility for the proper use of Mosaic Equipment and shall return all Mosaic Equipment to Mosaic in at least as good condition in which it was borrowed, ordinary wear and tear excepted.

14. Non-exclusive. Mosaic may, without restriction, purchase other goods and hire other suppliers and contractors to perform the same or different services for Mosaic concurrently with the term of any Order.

15. Safety Policy. Supplier and any subcontractors and their respective employees, agents, representatives, guests and visitors shall comply with Mosaic's Supplier Safety Management Policy and Procedure, occupational health and safety legislation and regulation (or equivalent legislation and regulation) and all of Mosaic's facility health and safety rules and regulations which Mosaic may modify, change or alter from time to time, as well as any safety policies or procedures verbally advised by Mosaic while at the Mosaic facility(s). Supplier shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Order. In furtherance thereof, Supplier shall take every reasonable precaution for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to (a) persons working on or about the Services (including Mosaic's employees) and other persons who may be affected thereby; (b) the Services and the materials and equipment to be incorporated therein, whether in storage, on or off the site, and whether under the care, custody or control of Supplier or Supplier's subcontractors; and (c) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Services. To the extent possible, Supplier shall physically separate the site where Services are being performed from the remainder of Mosaic's premises or facility. Supplier agrees to periodically inspect the site (not less than once a day) for patent and latent defects. Supplier further agrees to explicitly warn and notify its employees, and other persons at, in or around the site (including Mosaic's employees and all guests, visitors, and invitees) of any risks, hazards or peculiar dangers associated with the Services site of which Mosaic has made Supplier aware, or of which Supplier is or should be reasonably aware. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Goods and Services, Supplier shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. These responsibilities of Supplier shall continue throughout the term hereof and until the Order is fully performed by Supplier. Notwithstanding anything herein to the contrary and

without prejudice to any other remedy Mosaic may have, a violation of or failure to enforce applicable laws, rules, regulations, codes, ordinances and orders and all facility safety rules and regulations is cause for (1) immediate removal of Supplier from Mosaic's facility(s) and restrictions on future entry, and (2) immediate termination of an Order and any other Order involving Supplier with no further obligation or liability of Mosaic to Supplier. Mosaic Equipment shall only be operated by Supplier's trained and/or qualified personnel.

16. Drug and Alcohol Policy; Harassment.

A. Supplier shall ensure that it has or will develop a drug and alcohol policy substantially similar to that of Mosaic's Fit for Duty Program Canada (the "Policy"). Supplier further ensures that Supplier's Affiliates will comply with the Policy when working on Mosaic's premises or for Mosaic at any location and that Supplier shall be responsible for compliance to such Policy by Supplier's Affiliates. Any violation of the Policy by Supplier or Supplier's Affiliates may result in Supplier or the Supplier Affiliate(s) being removed or barred from Mosaic's premises and may result in termination of this Agreement, at the sole option of Mosaic. Mosaic requires all Supplier Affiliates to comply with this Policy, including drug and alcohol testing, as a condition of entry on to Mosaic's premises.

B. Costs: All costs associated with the enforcement of and compliance with the Policy of Supplier and Supplier's Affiliates shall be borne by Supplier.

C. Pre-Access Testing: To be eligible for entrance in or onto Mosaic's premises for the purposes of working in a safety sensitive position or in and around safety sensitive positions, the Supplier Affiliates must consent to and successfully pass a drug and/or alcohol test (the "Substances Test").

For greater certainty, "safety sensitive position" means all positions where impaired motor skills or lack of judgment when performing job duties could result in a significant incident affecting the health and safety of the employee occupying the position, other employees, customers, customer's employees, Suppliers and Supplier Affiliates, the public, property or the environment, and includes those personnel in managerial positions who oversee directly employees in safety sensitive positions, or who are responsible for or actually perform the same duties as employees in safety sensitive positions.

D. Pre-Tested Pool: Supplier may wish and is encouraged to pre-test a group of potential employees to form a pool of qualified persons from whom to choose to work on their behalf. These persons should be tested periodically by the Supplier to assure that they can meet the Supplier's obligation to use only drug free personnel on Mosaic's premises.

E. Pre-access Testing Procedures: Prior to the commencement of this Agreement, Supplier Affiliates must submit to a Substance Test and must test negative before being allowed onto Mosaic's premises and before performing the Services. A "negative test" refers to a result where there is an analysis of a urine sample and there is not a sufficient concentration of trace elements or metabolites of a Substance to establish consumption. This requirement may be waived if Supplier or Supplier Affiliate(s) can produce a certificate of a negative Substance test that is not more than 3 month old prior to the commencement this Agreement.

Mosaic reserves the right to verify the certificate with the testing agency. If Supplier or Supplier Affiliate has not been on a Mosaic site or has not performed contract work for Mosaic within the previous 6 months, Supplier or Supplier Affiliate must be retested before commencing or resuming work, unless they have a certificate as referred to above.

F. Failure to Cooperate: Mosaic reserves the right to remove Supplier or any Supplier Affiliate who it has reason to believe is in violation of this Policy or who fails or refuses to cooperate in enforcing and complying with this Policy.

G. Practice. In order to properly and effectively administer this Policy, the following procedures will be followed:

1. Intervention/for cause: Where any Supplier Affiliate is observed behaving or performing in a manner where there is a reasonable suspicion of Substance-related impairment or effects, or where conduct otherwise creates a suspicion of a breach of this Policy, the employee will be removed from duty, will immediately be referred to a supervisor to review the observations, and may be required to undergo an intervention/for cause Substance test. The criteria for requiring a test includes specific observations concerning the Supplier Affiliate's appearance, behaviour, speech, and/or odour which provides reasonable suspicion of a violation of this Policy. Alternatively, the Supplier Affiliate may be removed from the site and referred to Supplier.

2. Post-Accident/Incident: Subsequent to an accident/incident, testing may be required when the factors leading to the accident/incident are uncertain and it is necessary to rule out impairment as a contributing cause. An accident/incident is:

i. An event that results in a significant bodily injury, being a recordable incident as defined by occupational health and safety legislation, or that results in significant damage to property, equipment, or the environment, or otherwise creates the possibility of exposure to legal liability.

ii. An event that created a substantial risk of the above, even if the risk did not materialize (otherwise known as a near miss.) Supplier shall maintain a work environment free of unlawful discrimination at the Mosaic facility. Harassment of any person by Supplier or its employees at the facility is a form of unlawful discrimination that violates this policy. "**Harassment**" includes, but is not limited to, harassment on the basis of race, color, religion, sex, national origin, age, disability, or sexual/affective orientation.

17. Safety Data Sheet. Supplier shall supply Mosaic with a Safety Data Sheet ("**SDS**") on any and all materials for which a SDS is available, or if a SDS is required by applicable federal, provincial or local laws, rules, and regulations, codes, ordinances or orders for any material, substance or chemical provided under the Order.

18. Indemnification. Supplier agrees to defend, indemnify and hold harmless Mosaic, its officers, employees, owners, agents, guests, invitees and customers from and against any and all liability, loss, damage, fine, penalty, interest, cost or expense (including attorneys' fees) by reason of any allegation, claim, action, suit, whether for death, bodily injury, property damage or

failure to pay taxes or withholding taxes or assessment or reassessment by a taxing authority arising out of or in any way connected to (a) Supplier's performance of the Order; (b) the omission, negligence or willful misconduct of Supplier; (c) failure of the Goods or Services supplied to meet specifications or warranties or for any other defect in the goods or services; (d) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use, manufacture, or sale of such Goods or Services; (e) any leak or spill of any Goods while being transported or delivered to Mosaic; (f) any leak, spill or disposal of any material, substance, chemical, or waste used, handled or generated by Supplier in connection with the Services; (g) Supplier's failure to pay federal and provincial sales taxes, including PST and GST/HST as set out in section 7; (h) Supplier's failure to notify Mosaic of Mosaic's obligation to pay Regulation 105 withholding taxes or obtain the necessary waivers; or (i) Supplier's use of any Mosaic Equipment. In the event that the Goods or Services, in Mosaic's reasonable opinion, are likely to infringe a patent or copyright, or misappropriate a trade secret (and in any event, if a court of law finds that the Goods or Services, in fact, do infringe or misappropriate), then Supplier shall further provide Mosaic one of the following forms of relief to be chosen by Supplier: (a) obtain a license on Mosaic's behalf to continue to use or sell the Goods or Services; (b) redesign the Goods or Services so that they do not infringe or misappropriate; or (c) refund Mosaic the price paid for the Goods or Services in question. In any and all claims against Mosaic by any employee of Supplier, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any indemnity or limitation on the amount or type of damages, compensation or benefits payable by or for Supplier, any subcontractor, or anyone directly or indirectly employed by any of them under worker's compensation acts, disability benefit acts, or other employee benefit acts.

19. Default. Either party may terminate an Order (i) upon thirty (30) days written notice to the other party in the event the other party has breached its obligations under the Order or this Agreement in any material respect, or (ii) immediately, if the other party becomes insolvent, has a trustee or receiver appointed for any of its assets, makes an assignment for the benefit of creditors, or has a bankruptcy petition filed by or against it. Notwithstanding the foregoing, if the defaulting party fully remedies all such breaches or default within the thirty (30) day period provided under subparagraph (i), such notice shall be of no effect and this Agreement shall continue in full force and effect.

20. Mosaic's Termination Right. Notwithstanding anything herein to the contrary, Mosaic shall have the right in its absolute discretion to terminate an Order in whole or in part, upon fifteen (15) days prior written notice to Supplier at any time and for any or no reason, and Supplier shall thereupon stop all performance under this Order except as otherwise directed by Mosaic. In the event Mosaic cancels an Order as provided hereunder, Mosaic shall be required to pay to Supplier only: (a) the agreed unit prices only for those Services satisfactorily performed and those conforming Goods delivered to Mosaic through the date of termination; and (b) actual direct costs and expenses, including cancellation charges under binding subcontracts, as Supplier may incur in connection with such cancellation; provided, however, that under no circumstances shall the total of such payments exceed the total Order price. If Mosaic decides to

suspend the Order, Supplier shall be entitled to be compensated for any actual out-of-pocket costs caused by the suspension. Supplier shall provide Mosaic with written evidence of such costs. If the suspension lasts for more than two (2) months, the Order shall be deemed to be terminated provided Mosaic and Supplier do not agree otherwise. Notwithstanding the foregoing, Mosaic hereby reserves the right to reschedule any delivery or cancel any Order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Mosaic shall not be subject to any charges or other fees as a result of such rescheduling or cancellation.

21. Remedies. In the event of Supplier's failure to perform any of its obligations hereunder, Mosaic may, at its option, recover from Supplier its expenses, cancellation fees, foreign exchange losses, the Order price less market value differential at the point of delivery, reasonable attorneys' fees, and may exercise any and all rights and remedies as may be available to Mosaic under statute, common law or equity, including without limitation injunctive relief or a decree of specific performance.

22. Assignment. Supplier, provided it is not in default hereunder, may assign or transfer this Order in whole or in part with the written consent of Mosaic, which consent may be withheld by Mosaic with or without cause or reasons. Notwithstanding any such assignment or transfer that is permitted or consented to by Mosaic, Supplier shall be jointly and severally liable with any such transferee or assignee under this Order and shall not be released from the performance of any of the terms, covenants or conditions of this Order except with the express written release of Mosaic.

23. Insurance. Supplier shall obtain the following specified insurance which shall be maintained at all times throughout the term of this Order and shall be evidenced by certificates of insurance to be filed with Mosaic prior to the delivery of any Goods and commencement of any Services and prior to any policy renewal during the term of an Order: (a) Workers' Compensation insurance that conforms with the law of the jurisdiction wherein Services under this Agreement are to be performed; (b) Employers' Liability insurance with limits of liability of not less than \$2,000,000 per accident or disease including death at any time resulting therefrom; (c) Commercial General Liability (CGL) insurance including Completed Operations Liability insurance and a Broad Form Contractual Liability provision to cover the liability assumed by Supplier under this Agreement (this insurance will provide a combined single limit for bodily injury and property damage of not less than \$2,000,000 per occurrence); (d) Business Automobile Liability insurance covering all automotive equipment used in the performance of the work under this Agreement with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage combined; "All-risk" property insurance for Supplier's personal property, owned, leased, or in the care, custody and control or for which Supplier is legally liable for at full replacement value, and (e) If applicable, Professional liability insurance, including contractual, covering Supplier's professional errors and omissions with a \$2,000,000 annual aggregate limit. Such insurance will be renewed annually for three (3) years beyond final completion of any Services. Limits under (b) – (e) above may be satisfied with a combination of primary and umbrella or excess liability policy(s). Mosaic will require a Letter of Clearance from the Workers' Compensation Board to certify that the Supplier has complied with the provisions of the Workers' Compensation Act and likewise, the Supplier shall require a similar letter of clearance

from the Workers' Compensation Board for each of its Sub-Contractors before releasing holdbacks or making final payments.

24. Additional Insured; Certificates; Subrogation. All insurance required under Section 23, except statutory worker's compensation, will name Mosaic as Additional Insured as its interest may appear. Supplier will furnish Mosaic with certificates of insurance evidencing the insurance coverage required in Section 23 above, which certificates shall provide that Mosaic shall be given prompt written notice of cancellation or any material change in the insurance. The insurance coverage shall be written by carriers having an A.M. Best rating of A- or better or an equivalent rating by another. Supplier agrees and its insurer shall agree that Supplier's policies will be primary without right of contribution from Mosaic or its insurance policies. Supplier further agrees and its insurer shall agree (a) to waive their rights of subrogation against Mosaic, and (b) that the above insurance coverages will not be invalidated by any action, inaction or negligence of Supplier. All amounts of claims, losses, or damages resulting from deductible clauses or self-insured retention shall be for the account of Supplier.

25. Independent Contractor. It is agreed that Supplier is an independent contractor and not an employee, servant, or agent of, or joint venturer with, Mosaic, and has no authority to and will not purport to bind Mosaic to any contract, debt or obligation. All persons used or employed, directly or indirectly, by Supplier or any subcontractor in the performance of the Order (collectively, "**Supplier Employees**") shall be deemed to be employees or agents of Supplier and not employees or agents of Mosaic. Supplier shall have and exercise exclusive control and direction of Supplier Employees and Supplier shall and does warrant that all such persons shall be competent and experienced. Supplier assumes full responsibility for the compliance with and payment of payroll deductions or contributions required by law, including all deductions, remittances, assessments or other payments required under the *Income Tax Act* (Canada), the *Employment Insurance Act* (Canada), the *Canada Pension Plan* and *The Worker's Compensation Act, 1979* (Saskatchewan) or any other similar act of another province or territory. Except as otherwise agreed by Mosaic in writing, Supplier shall be solely liable for all expenses incurred in the performance of the Order, and any expenses which Mosaic so agrees to reimburse must be evidenced by proper documentation.

26. Subcontractors. Supplier will not employ any subcontractor in the performance of the Services and delivery of Goods without the prior written permission of Mosaic. If any of the work is permitted by Mosaic to be subcontracted, Supplier will require each subcontractor to provide Workers' Compensation Employers Liability insurance to the same extent as set forth in Section 23 above, unless such employees are covered by Supplier's insurance. Supplier will also require each subcontractor to provide liability insurance in the amount set out above in Section 23 above.

27. Ownership of Information. All technical or business information, in whatever medium or format, including but not limited to, data, specifications, drawings, records, reports, proposals, software and related documentation, inventions, concepts, research or other information (collectively "**Information**"), originated or prepared by or for Supplier (either solely or jointly with others) in contemplation of, or in the course of, or as a result of, Services performed hereunder, will be

promptly furnished to Mosaic. All such Information will become the exclusive property of Mosaic and will be deemed to be works for hire. To the extent that it may not, by operation of law, be works for hire, Supplier hereby assigns to Mosaic all rights, title and interest in and to such Information including rights to copyright in all copyright material and in and to all patents and/or industrial designs that may be issued thereon. All such Information will be deemed Confidential Information subject to Section 28.

28. Confidentiality. Supplier shall keep confidential all specifications, technical information, business information, trade secrets and other proprietary information furnished by Mosaic or prepared or obtained by Supplier in connection with the performance of the Order (the "**Confidential Information**"). Supplier shall not divulge the Confidential Information in any manner and shall limit dissemination of the Confidential Information to only those Supplier employees or subcontractors who need to receive it in order to efficiently perform the matters contemplated by the Order. Confidential Information shall be used only in connection with performance of the matters under the Order. No other use of it will be made by Supplier or Supplier's Employees, it being recognized that Mosaic has reserved all rights to the Confidential Information. Supplier shall require each of its employees to abide by these confidentiality provisions even after such employee is no longer employed by Supplier. Upon completion of the Order, Supplier shall make no further use, either directly or indirectly, of any Confidential Information and shall return all written Confidential Information to Mosaic, including all items such as blueprints, drawings or other documents prepared in connection with the matters contemplated by the Order.

29. Force Majeure. Any delays in or failure of performance by Supplier or Mosaic, other than the payment of money (the event causing such delay or failure being an "event of force majeure"), will not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Mosaic or Supplier, as the case may be, including but not limited to, acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request thereof of any governmental authority; act of war, rebellion, sabotage or damage resulting therefrom; fires, floods, explosion, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; or any other causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Mosaic or Supplier, respectively. In the event that any event of force majeure as herein defined occurs, Supplier will be entitled to a reasonable extension of time for performance of the delivery of any Goods or Services under this Agreement.

30. Governing Law. The terms and conditions of this Order shall be governed by and construed in accordance with the laws (but excluding the law of conflict) of the province of Saskatchewan.

31. Severability; Waiver. Any provision of this Order which shall prove to be invalid, void, or illegal will in no way affect, impair, or invalidate any other provision hereof and such remaining provisions shall remain in full force and effect. The failure of either of the parties hereto to exercise any of its rights or remedies under this Order shall not operate as a waiver of any such right or remedy on later occasions.

32. Entire Agreement. This Agreement sets forth the full and complete understanding of the parties as of the date of the Order, and it supersedes any and all agreements and representations made or dated prior thereto.

33. Survival. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

34. Notices. Except for Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Supplier or to an authorized Mosaic representative at the address referenced in the Order, and shall be considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

35. Language Laws (Quebec). The parties have requested and agreed that this Agreement be drafted in the English language. Les parties au presentes ont demande que le present Contrat soit redige dans la langue anglaise.