MASTER TERMS AND CONDITIONS FOR PURCHASE ORDERS

These Master Terms and Conditions for Purchase Orders ("MTC") are expressly incorporated into, and are material terms and conditions of every Purchase Order entered into by International Medical Corps (IMC), and its vendor ("Vendor") and shall apply to all goods and items ordered by IMC and provided by Vendor. By entering into a Purchase Order with IMC, Vendor acknowledges it has read and agreed to these MTC. Each Purchase Order is subject to these MTC and constitutes an agreement ("Agreement") with respect to each party's rights and obligations hereunder. In the event of any inconsistency between these MTC and the terms and conditions of any other agreement or document, the MTC shall prevail and govern to the extent of that inconsistency.

1. LEGAL STATUS

Nothing in these MTC or the Purchase Order shall at any time shall be construed to create employer and employee relationship, partnership, principal and agent relationship, or joint venture between IMC and Vendor. Vendor shall be fully responsible for all work and/or services performed by its employees, representatives, agents, and sub-Vendors and for all acts and omissions of such employees, representatives, agents, and sub-Vendors. Neither IMC nor Vendor shall have the power to obligate the other in any manner whatsoever, except as specifically provided herein. IMC and Vendor agree that MTC or the Purchase Order creates no relationship between Vendor and IMC's Donor. Vendor has no right to submit claims directly to IMC's Donor and Donor assumes no liability for any third party claims under this Purchase Order. Vendor shall provide its Data Universal Numbering Systems (DUNS) to IMC along with an executed copy of this MTC.

2. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) The Vendor certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Vendor, including but not limited to subsidiaries or other entities in which Vendor has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Vendor, directly or indirectly, to any other Vendor, including but not limited to subsidiaries or other entities in which Vendor has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Vendor to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the Vendor's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the principals of the Vendor in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;

(ii) As an authorized agent, does certify that the principals of the Vendor have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) Vendor understands and agrees that:

(1) Violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) Discovery of any violation after award to the Vendor will result in the termination of the award for default.

3. ACCEPTANCE AND ACKNOWLEDGEMENT

The Purchase Order shall not become effective until these MTC are signed by Vendor and authorized representatives of both parties have signed the Purchase Order.

4. TAX EXEMPTION

IMC may be exempt from all direct taxes and customs duties with respect to articles imported or exported for its official use. In such cases, Vendor authorizes IMC to deduct from its invoices any amount representing such taxes or duties improperly charged by Vendor to IMC without IMC prior consent. Payment of such corrected amounts shall constitute full payment by IMC. In the event any taxing authority refuses to recognize IMC's exemption from such taxes, Vendor shall immediately consult with IMC to determine a mutually acceptable procedure.

5. DEFECTS; WARRANTY

(a) IMC has the right to inspect and test all supplies, equipment and services quantity and quality of delivery called for by the Contract, to the extent practicable, at all places and times, including the period of manufacture, seller's warehouse and in any event before acceptance. IMC assumes no contractual obligation to perform any inspection and test for the benefit of the Vendor.

(b) IMC has the right to inspect the items upon their delivery and provide written notice to Vendor as to any defects, non-conformities, or issues in Vendor's performance of its Contract obligations.

(c) Vendor may be present during IMC's quantitative and quality control process to be undertaken at the time of delivery. If Vendor does not attend, Vendor accepts the quantitative and qualitative control outcome performed by IMC.

(d) IMC shall not be obliged to buy or pay for, and IMC may at any time after delivery reject, all or any part of a given delivery of goods and services that IMC determines does not conform to the Contract, is defective in material or workmanship, or are otherwise not in conformity with the specifications in the Purchase Order.

(e) Vendor shall remove items rejected or required to be corrected at its sole cost, including Vendor solely bearing the costs for re-loading cargo following a negative inspection. However, IMC may require or permit correction in place, promptly after notice, by and at the expense of the Vendor. The Vendor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(f) If Vendor fails to make delivery of all or part of the order, or to promptly remove, replace, or correct rejected items that are required to be removed or to be replaced or corrected, IMC may (1) by contract or otherwise, remove, replace, or correct the items and charge the cost to the Vendor; (2) terminate the contract for default and require Vendor to remove all delivered items (i.e., entire shipment) at Vendor's cost; (3) take delivery of the conforming goods and make an equitable price reduction to the contract and receive reimbursement of any funds paid in advance in excess of the equitably adjusted price; (4) keep the agreement in effect and charge the Vendor liquidated damages in the amount 5% (five percent) of the value of the procurement per month until delivery is completed. Liquidated damages shall be paid proportionately for any period of less than one month calculated on the basis of thirty (30) days in the month. In the case of a rejection of defective or non-conforming items contained in a shipment, that

shipment is still considered undelivered, and penalties for late delivery will be applied.

(g) Vendor is exclusively liable for any defects in the items by Vendor, its agents, representatives, or subcontractors. Vendor hereby agrees to indemnify IMC for any losses, damages or claims of any kind arising from such defects.

(h) IMC's failure to inspect and accept or reject the supplies shall not relieve the Vendor from responsibility, nor impose liability on IMC, for nonconforming items. Inspections and tests by IMC do not relieve the Contractor of responsibility for defects or other failures to meet Contract requirements discovered before acceptance.

(i) Vendor warrants that any workmanship, equipment, materials, and contents of the items provided under this Contract shall be free from defects and deficiencies and conform to the specifications in this agreement. This General Warranty shall apply to the equipment, materials, and contents of the items procured under this agreement.

(j) If items are being procured, Contractor shall make delivery to the specified destination by the due date stated or as otherwise agreed in writing by both parties. Any such stated due date is of the essence and the Contractor shall notify IMC promptly if it anticipates that delivery will not be on time. Contractor shall incur all costs related to unauthorized early delivery or any late delivery.

6. EXPORT COMPLIANCE

Vendor shall comply with all U.S. (and any other applicable) export control laws and regulations, including the requirement for obtaining any export license or agreement, if necessary. Without limiting the foregoing, Vendor agrees that it will not transfer any export controlled item, data, or service without the authority of an export license, agreement, or applicable exception. It shall be the responsibility of Vendor to obtain such a license, agreement, or exception. IMC may, at its discretion, assist Vendor with such efforts.

7. ANTI-CORRUPTION/ANTI-FRAUD

Vendor shall ensure that it and its directors, officers, employees, partners and Vendors do not engage in any corrupt practice (including offering, giving, receiving or soliciting anything of value to influence the actions of any public official or any IMC officer or employee) or any fraudulent practice (including misrepresentation of facts in any transaction or report). Vendor represents and warrants that no staff of IMC has been, or shall be, offered by Vendor any direct or indirect benefit arising from this Purchase Order or the award thereof. Vendor agrees that breach of this provision constitutes a is breach of an essential term of this Purchase Order.

8. FORCE MAJEURE

"Force Majeure" is any event that could not be foreseen, avoided or eliminated, including fire, flood, or other natural disaster, changes in the law, adverse government actions, industrial disturbances, war, unrest, explosions and any other similar circumstances. As soon as possible, but no longer than fifteen (15) days, after a Force Majeure occurrence, Vendor shall provide IMC with notice and complete and accurate details, in writing, of such an occurrence. If Vendor is thereby unable, wholly or in part, to perform its obligations and/or meet its responsibilities under this Purchase Order, IMC shall have the right to cancel the Purchase Order, in writing, with seven (7) days' notice of termination to Vendor.

9. BANKRUPTCY

Should Vendor be adjudged bankrupt, or should Vendor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of Vendor's insolvency, IMC may terminate this Purchase Order, immediately, by giving Vendor written notice of such termination.

10. AMENDMENTS

No change or modification to any Purchase Order shall be made except by prior written agreement between IMC and Vendor.

11. ASSIGNMENTS

Vendor shall not assign, transfer, pledge or make other disposition of any Purchase Order or any part thereof or of any of Vendor's rights, claims or obligations under this Purchase Order except with the prior written consent of IMC.

12. INDEMNIFICATION; LIMITATION ON LIABILITY

Vendor shall indemnify and hold harmless IMC, its directors, officers, employees and agents from and against all damages of any kind, under any legal theory, as a result of any third party claims, liabilities, demands, judgments or causes of action, and all costs and expenses related thereto (including without limitation reasonable attorneys' fees and costs), arising out of Vendor's performance of or any failure to perform its duties and obligations under this Purchase Order. In no event shall IMC, or its associates, affiliates, employees or agents, be liable, in whole or in part, to Vendor or its affiliates for consequential, incidental, indirect, special, multiple, exemplary or punitive damages of any kind whatsoever, whether in an action that is the subject of a contract or in tort, including negligence, or otherwise, arising out of or in connection with this Purchase Order, whether or not IMC has been advised of the possibility of any such damages. This provision shall extend to, but shall not be limited to, claims and liability in the nature of product liability claims. If this Purchase Order is funded by a grant from the European Commission's Humanitarian Aid and Civil Protection department (ECHO), Vendor agrees that it has no rights vis-à-vis the Commission under that specific grant agreement and the Commission cannot under any circumstances or for any reason whatsoever be held liable for damages or injuries caused or sustained by IMC, Vendor, or by third parties. If this Purchase Order is funded by the United States Federal Government through one or more federal agencies, Vendor agrees that this Purchase Order creates no relationship between Vendor and the cognizant United States federal agency and the United States Federal Government cannot under any circumstances or for any reason whatsoever be held liable for damages or injuries caused or sustained by IMC, Vendor, or by third parties.

13. DISPUTE RESOLUTION

Vendor agrees to attempt to resolve any dispute arising under these MTC by mutual consent and in the spirit of good business relationships. In the event that an agreement is not reached, the dispute shall be decided solely by IMC. Vendor shall be given an opportunity to timely submit written evidence in support of its position. A decision by IMC shall be binding and final.

14. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed shipping schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 5% (five percent) of the value of the procurement per month. IMC has the right to deduct this amount from Vendor's outstanding invoices, if any, or request reimbursement. This remedy is without prejudice to any others that may be available to IMC, including cancellation, for Vendor's non-performance, breach or violation of any term or condition of the Purchase Order. Acceptance of goods delivered late shall not be deemed a waiver of IMC's rights to hold Vendor liable for any loss and/or damage resulted there from, nor shall it act as a modification of the vendor's obligation to make future deliveries in accordance with the delivery schedule.

15. TERMINATION

(a) IMC reserves the right to terminate the Purchase Order, in whole or in part, for its sole convenience upon providing ten (10) days prior written notice to Vendor. In the event of such termination, Vendor shall immediately cease all work hereunder on the termination date specified by IMC and shall cause any and all of its suppliers, and sub-contractors to cease work on such termination date. In the case of termination for convenience by IMC hereunder, Vendor may submit a claim to IMC within thirty (30) days after the effective date of such termination, for amounts expended in accordance with the terms of this Purchase Order up to the termination date. In no event shall IMC be obligated to pay Vendor any amount in excess of the total agreed upon price reflected in the Purchase Order.

(b) IMC may terminate this Purchase Order, in whole or in part, immediately upon notice to Vendor in the event that IMC's Donor terminates funding for the Project that this procurement relates to or otherwise directs International Medical Corps to cease procurement activity. In the event that IMC exercises its rights pursuant to this provision, IMC shall only be liable for any outstanding amounts due to Vendor for confirming, delivered items as of the date of termination of funding for the Project by the Donor. Any such amounts shall be paid in accordance with the terms of this Purchase Order.

(c) In addition to the remedies under Article 5, IMC may terminate this Purchase Order, in whole or in part, immediately without prior notice,

for cause in the event of any default by the Vendor for the failure to (1) make delivery of the supplies or perform the services within the time specified in the Purchase Order; (2) perform any provision of this Purchase Order; (3) provide IMC, upon request, with adequate assurances of future performance; or (4) if there is any negligence, reckless misconduct, or fraud by Vendor and its personnel. In the event of termination for default, IMC shall not be liable to Vendor for any amount for supplies or services not accepted, and Vendor shall be liable to IMC for any and all rights and remedies provided by law. If it is determined that IMC improperly terminated Vendor for default, such termination shall be deemed a termination for convenience and the basis for settlement shall be made in accordance with Article 15(a).

16. INTELLECTUAL PROPERTY

Vendor warrants that the use or supply of the goods sold under these MTC or any Purchase Order does not infringe on any patent, design, copyright, trade name, or trademark. If this Purchase Order is funded by a grant from government funding ('Donors'), Vendor agrees and acknowledges that IMC owns all resulting intellectual property rights and other documents related to it and may grant its Donors the right to use such intellectual property and related documents without restrictions.

17. SHIPMENT AND PACKING

Vendor is solely responsible for the state of goods before receipt by IMC. IMC shall not assume any liability whatsoever for any damage, decay or destruction that may have been sustained by any goods during shipment or delivery. Vendor shall pack the goods with new materials of a good quality and with reasonable care, in accordance with normal commercial standards of export packing for the type of goods and transport mode specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. Vendor shall be responsible for any damage or loss resulting from faulty or inadequate packing.

18. INSURANCE

Vendor shall obtain and maintain all appropriate insurance necessary to safeguard its employees, agents, and representatives, and fully cover its potential liabilities, including, but not limited to: (1) workmen's compensation insurance; (2) comprehensive general liability insurance to cover claims for personal injury, illness, and death; and (3) insurance safeguarding goods against any damage, decay, removal, and/or destruction. Vendor shall, upon IMC's request, furnish adequate proof of such insurance. In the event Vendor fails to obtain and maintain such insurance, Vendor shall fully cover its liabilities, including any resultant IMC and third party claims. IMC does not assume any liability whatsoever for Vendor's failure to obtain any applicable insurance coverage.

19. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these MTC, the Purchase Order and any other document which forms part of the Purchase Order, these MTC shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

20. PAYMENT INSTRUCTIONS

Unless otherwise agreed to by both IMC and Vendor in writing, IMC shall pay Vendor by check, bank transfer, or credit card within thirty days of receipt of an invoice and delivery of goods and/or services in accordance with this Purchase Order.

21. PUBLICITY

Vendor hereby undertakes not to advertise or otherwise make public the fact that Vendor is a supplier to IMC. Vendor shall in no other manner whatsoever use the name, emblem or official seal/stamp of IMC in connection with its business.

22. ANTI-TERRORISM

Vendor must comply with all U.S. Executive Orders and U.S. laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Vendor certifies it has not and will not engage in transactions with, or provide resources or support to, individuals or organizations associated with terrorism. In accordance with guidelines issued by the U.S. Department of the Treasury's Office of Foreign Assets Control (http://www.treas.gov/ofac; http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx). Vendor certifies that none of its employees, representatives or agents appear on U.S. Government lists of persons or entities associated with terrorist activities or support, or whose assets are otherwise blocked by the U.S. Department of the Treasury's Office of Foreign Assets Control.

23. SUSPENSION AND DEBARMENT

Vendor certifies, by submission of this Purchase Order, to the best of its knowledge and belief that it and its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or excluded or disqualified as defined at 49 CFR 29.940 and 29.945 from participation in this transaction by any United States Government federal department or agency and that it shall immediately notify IMC should this status change. Vendor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier transaction it enters into.

24. ACKNOWLEDGEMENTS

(a) Vendor acknowledges and agrees that Vendor's performance will be measured for the purpose of mitigating procurement risk, and the nature and extent of performance problems will determine future eligibility status (active, suspended, or ineligible) as a Vendor for IMC.

(b) Vendor acknowledges and agrees that that in order to reduce procurement risk, that International Medical Corps may discuss, obtain from, or share with other third parties, Vendor's past performance information, pricing and cost information, and information on limitations on output and delivery.

25. TRAFFICKING-IN-PERSONS

Vendor must comply with Executive Order 13627 issued on 9/25/2012, FAR 52.222-50, Combating Trafficking in Persons (MAR 2015), and USAID Standard Provision, Trafficking in Persons (JULY 2015). Vendor shall conduct all activities under this Purchase Order in a manner consistent with international laws prohibiting corruption, sexual exploitation, trafficking, and other abuse of persons. Vendor, its employees, agents, and subcontractors are prohibited from engaging in behaviors that facilitate or support trafficking in persons in any form to include sex trafficking or the recruitment, harboring, transportation, provision or obtaining of a person for labor or services through the use of force, fraud, or coercion, and as specifically set forth in USAID Standard Provision, Trafficking in Persons, (JULY 2015). All subcontracts must contain a provision prohibiting the conduct described in section (a) thereof. Vendors certifies that, to the best of its knowledge, neither the Vendor, nor any of its employees, Vendors, or agents are engaged in any of the activities described in section (a) of the USAID Mandatory Provision "Trafficking in Persons."

26. DRUG TRAFFICKING

IMC reserves the right to terminate these MTC and any Purchase Order, to demand a refund, or take other appropriate measure if Vendor is found to have been convicted of a narcotics offense or to have engaged in drug trafficking as defined in 22 CFR Part 140.

27. COMPLIANCE WITH LAWS

Vendor's performance of work hereunder and all goods and services to be delivered hereunder shall be in accordance with all applicable federal, state, municipal and other country-specific governmental agencies and local laws, ordinances, rules, orders, requirements, and regulations as may be applicable under each jurisdiction covering the work, goods, and/or services provided under this Purchase Order. Compliance with all laws shall include the payment of all applicable and required taxes resulting from this transaction.

28. CHILD LABOR

Vendor shall not engage in or support child labor. Vendor agrees that breach of this provision constitutes a breach of an essential term of this Purchase Order.

29. ETHICAL BUSINESS PRACTICES

Vendor shall (i) fulfill its obligations hereunder in a professional manner, with a degree of skill and judgment that meets the highest international standards of recognized professional firms performing the same or similar services; (ii) not permit any of its employees, officers or agents to participate in the selection, award or administration of any contract supported by IMC funds if a conflict of interest is involved, including, but not limited to, if the employee, officer or agent, any member of his or her extended or immediate family, his/her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the entity selected for an award; (iii) make no

attempt to obtain confidential information, enter into unlawful agreements with competitors or influence IMC during the process of examining, clarifying, evaluating and comparing tenders; and (iv) Vendor shall adhere to the principles of humanitarian aid procurement (ethical procurement, sound financial management, equal treatment, non-discrimination and United Aid, transparency, proportionality, avoiding conflict of interest, supporting the local economy and due diligence).

30. RIGHT OF ACCESS

(a) Vendor is responsible for keeping all necessary documents, including, but not limited to, supporting documents relating to the conditions of this Purchase Order's execution, complete and up to date. Vendor shall allow reasonable access to IMC and its donors' authorized representatives, including ECHO as applicable to all documents and information, including in electronic format, to oversee the supplying of the goods and/or services, and shall also allow access for on-site, field, or headquarters visits, and any checks, inspections and verifications to be performed by IMC and its donors.

(b) Notwithstanding Article 32(a), for purchases made pursuant to an ECHO award, Vendor must comply with Article 21, Right of Access and Article 23 On-site visits, audits, checks and inspections of ECHO's General Conditions ("General Conditions"). Vendor shall give the European Commission ("Commission"), or any other person or organization authorized by the Commission, access to any location where the Action is or was implemented, and to all documents and information, including information in electronic format, that are necessary to monitor the implementation of the Action, or evaluate, check or audit it pursuant to Articles 22 and 23 of the General Conditions. Vendor must also allow access for on-site visits and field or headquarter audits, and any checks, inspections and verifications to be carried out by the Commission or any other person or organization authorized by the Commission, the European Anti-Fraud Office, or the European Court of Auditors.

(c) IMC may, and may engage third parties to, conduct onsite audits of Vendor's conformance with the IMC Code of Conduct as well as relevant laws, codes and ordinances. If IMC has reason to believe that the Code of Conduct has been violated these audits can be conducted without providing prior notice to the Vendor.

31. PRIOR NEGOTIATIONS SUPERSEDED BY PURCHASE ORDER

These MTC and the Purchase Order are the complete and exclusive statement of the agreement between the parties, which supersedes any prior oral or written agreements, proposals, commitments, understandings, or communications.

32. ANTI-LOBBYING

Vendors who apply for or bid for an award of $100,000 or more shall complete the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any U.S. agency, a member of the U.S. Congress, officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

33. MANDATORY DISCLOSURES

Consistent with 2 CFR §200.113, applicants and recipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Disclosures must be sent to: U.S. Agency for International Development Office of the Inspector General P.O. Box 657 Washington, DC 20044-0657, Phone: 1-800-230-6539 or 202-712-1023 Email: ig.hotline@usaid.gov URL: https://oig.usaid.gov/content/usaid-Vendor-reporting-form. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

34. VENDOR FILE

For all Purchase Orders starting at $1,000, the Vendor must be registered with IMC and Vendor must provide relevant requested information to maintain a Vendor file. Vendor shall provide to IMC a fully completed and signed MTC, and Vendor shall maintain a copy for its records.

I, HEREBY CERTIFY THAT I HAVE (1) READ THIS DOCUMENT THOROUGHLY; (2) UNDERSTAND ITS CONTENTS; (3) AGREE TO ABIDE BY THE TERMS SET FORTH HEREIN; (4) HAVE BEEN PROVIDED A COPY OF THIS DOCUMENT; (5) UNDERSTAND THAT FAILURE TO ABIDE BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS DOCUMENT MAY RESULT IN MY VENDOR'S REGISTRATION WITH IMC BEING REVOKED.

I ALSO CERTIFY THAT THE FOREGOING IS TRUE AND ACCURATE. THE VENDOR AGREES AND INTENDS TO BE BOUND BY THE TERMS FORTH HEREIN, AND HAS SIGNED AND DATED THIS DOCUMENT BELOW AS EVIDENCE OF THE FACT.

(SIGNATURE OF VENDOR'S AUTHORIZED REPRESENTATIVE)

_____

(PRINT NAME)

_____

(TITLE)

_____

(DATE)