



CNL STANDARD TERMS & CONDITIONS FOR THE PROVISION OF TRAINING SERVICES (Rev. 1)

1. **Contract, Order of Precedence and Acceptance.** Canadian Nuclear Laboratories Ltd. (“CNL”) and the consultant set out in the Purchase Order (the “Consultant”, and together with CNL the “Parties”) enter into this contract (defined below) for the services (described below). The (i) these terms and conditions (“Terms”); (ii) the accompanying purchase order (“Purchase Order”); and (iii) any other documents referenced or attached to the Purchase Order shall form the contract (collectively the “Contract”). Any conflict or inconsistency between the provisions of the Contract shall be resolved in the order of precedence in which they are listed above. The Consultant shall be deemed to have accepted this Contract by providing services, in whole or in part, or by communicating its acceptance of same to CNL.
2. **The Services.** The Consultant agrees to supply those services identified in the Purchase Order, or arising as a result of or in relation to provision thereof (the “Services”), in accordance with this Contract. The Services to be provided, and any deliverables identified in the Purchase Order or arising as a result of or in relation to supply or performance thereof (the “Deliverables”), shall only be accepted by CNL where such Services conform in all material respects to the specifications set out in the Contract (the “Specifications”).
3. **Commencement of the Services.** The Services shall commence upon the date set out in the Purchase Order (the “Effective Date”).
4. **Price.** Prices for the Services shall be set out in the Purchase Order (the “Price”). Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance and in writing by CNL. If expressly permitted under the Purchase Order, CNL will reimburse actual and reasonable out-of-pocket travel and lodging expenses incurred in connection with the performance of the Services. All amounts are, and all payments shall be made in Canadian funds, unless specified otherwise in the Purchase Order.
5. **Performance of the Services.**
 - (a) **Standards of Performance.** The Consultant shall perform all Services (i) in accordance with all applicable laws, Specifications, and all CNL policies, guidelines, by-laws, including CNL’s Supplier Code of Conduct found at: <https://www.cnl.ca/home/vendor-portal/references-forms> (the “Vendor Portal”), all as applicable to the Consultant; (ii) exercising the degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced Consultant providing services under the same or similar circumstances as the Services under this Contract; (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services.
 - (b) **Qualification and Experience of Consultant Personnel.** Consultant represents and warrants to CNL that individuals assigned to perform the Services (the “Consultant Personnel”) shall be qualified by education and experience to perform the Services. At the request of CNL, the Consultant shall provide satisfactory evidence that the personnel performing the Services have the required training and qualifications to perform the Services in accordance with the relevant Purchase Order.
 - (c) **Eligibility to Work in Canada.** Consultant shall ensure that all Consultant Personnel are legally permitted to perform the Services in Canada. For those Consultant Personnel that are not eligible to work in Canada, the Consultant shall identify such Consultant Personnel to CNL and cooperate with CNL to apply for and obtain the appropriate authorization to work in Canada from the Canadian government. Consultant shall be responsible for reimbursing CNL for all third party fees associated with any such application.
 - (d) **Replacement.** Consultant shall not voluntarily remove or reassign Consultant Personnel assigned to perform the Services without CNL’s prior written consent. If Consultant Personnel leave a project for any reason, Consultant shall use best efforts to obtain a replacement within seven (7) days of the Consultant Personnel’s departure. All replacements shall have substantially equivalent qualifications to the individual being replaced. CNL shall not incur any additional cost in connection with such replacement, including, without limitation, charges for the time necessary for such replacement to become familiar with the Site, the Services or to take the required CNL training.
- (e) **Removal.** CNL shall have the right, in its reasonable discretion and after consultation with Consultant, to reject any of Consultant’s Personnel whose expertise, experience, attitude or performance, in CNL’s sole judgment, do not meet the standards necessary for the performance of the Services. Upon written notice of such rejection, Consultant shall immediately remove the rejected Consultant Personnel from the performance of the Services and shall thereafter promptly provide a replacement acceptable to CNL.
- (f) **Consultant Personnel Instructions.** Consultant shall ensure that each Consultant personnel has the requisite knowledge, skills, expertise, experience and security clearances in accordance with CNL Security Policies to perform such obligations in the manner contemplated by the Contract. Consultant shall ensure that Consultant Personnel will, whenever on Site, comply with all instructions and directions issued by CNL, including but not limited to the Special Conditions for Site, CNL Security Requirements and Supplier Code of Conduct.
6. **Changes to the Services.** CNL may initiate changes to the Services by issuing a revised Purchase Order provided such change is agreed to by the Consultant as evidenced by a returned signed revised Purchase Order. CNL will provide the Consultant a draft revised Purchase Order which will contain the proposed change to the Services. Once the Parties agree upon the adjustments to the revised Purchase Order and the corresponding Price, if any, or the method to be used to determine the adjustments, such changes will be reflected in a revised Purchase Order and signed by both Parties.
7. **Invoicing and Payment.**
 - (a) The Consultant will issue invoices upon satisfactory completion of the Services, unless a payment schedule is otherwise specified in the Purchase Order. The final invoice will be issued no later than 90 days after completion of the Services and the Consultant is deemed to have waived all charges and fees not invoiced within such 90 days. CNL shall pay Consultant in Canadian Dollars, or as otherwise indicated in the Purchase Order. All invoices delivered by the Consultant must meet CNL’s requirements, and at a minimum provide:
 - (i) The applicable Purchase Order number;
 - (ii) Description of the Services performed, including reference to the applicable Purchase Order line item and dollar amount in accordance with the Purchase Order line item value(s), days and number of hours completed, if applicable;
 - (iii) any taxes payable by CNL, shown as separate items;
 - (iv) the Consultant’s GST Registration Number; and
 - (v) include such other information as may be required under the Purchase Order.
 - (b) If specifically set out in the Purchase Order, CNL shall reimburse Consultant for Consultant’s actual and reasonable out-of-pocket travel and lodging expenses. Consultant agrees to document said expenses in a form satisfactory to CNL, and comply with CNL’s policies for the payment of expenses for its own employees (e.g. lowest airfare, reasonable limits on lodging and meal expenses, etc).
 - (c) All invoices and supporting documentation must be sent via email to payables@cnl.ca as a PDF attachment. All emails must contain:
 - (i) Purchase order number and invoice number(s) in the subject line of the email.
 - (ii) Each PDF named by purchase order number and invoice number(s).
 - (d) Multiple invoices in one PDF will be accepted provided all the invoices are associated with the same purchase order number. PDF’s received

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- that include invoices belonging to multiple purchase order numbers may be returned and not processed for payment.
- (e) General enquiries regarding invoicing may be sent to: payables@cnl.ca or by telephone at: 613-584 8276
- (f) Undisputed invoices will be payable within thirty (30) days following the date of CNL's receipt of a complete invoice. Each invoice will be subject to verification by CNL. CNL shall have the right to withhold payments due to the Consultant hereunder and apply same to the payment of any obligations of the Consultant to CNL. Such withholding of disputed amounts shall not be deemed a breach of this Contract nor shall any interest be charged on such amounts.
- (g) CNL will provide the Consultant with written notice of any disputed invoice, or portion thereof, which shall indicate the amount withheld and the reason for withholding payment. Any undisputed portion of an invoice shall be paid in accordance with subsection 7(g) above. The Parties will negotiate in good faith and discuss any disputed amount. The Parties agree that the Consultant may be paid in accordance with any further written agreement between the Parties regarding the amount to be paid in satisfaction of the Consultant's claim. The payment of any invoice shall not prejudice CNL's right to dispute such invoice.
- (h) Final payment to the Consultant shall not relieve the Consultant of any of its obligations or liabilities under this Contract.
8. **Taxes.** Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes, customs duties, freight, exchange, insurance, permits, transportation and all other similar taxes and duties. All amounts payable by CNL under any Purchase Order shall be subject to the Income Tax Act (Canada) (including, without limitation, applicable deductions from payments by CNL on account of withholding against tax). Without limiting the generality of the foregoing, if any Applicable Law requires that any taxes or other amounts be deducted or withheld from any payments to be made by CNL under this Agreement, CNL will deduct such taxes or other amounts and remit such taxes or other amounts directly to the applicable taxing authority, including the Canada Revenue Agency and CNL shall not be required to compensate or otherwise indemnify the Consultant with respect to such taxes or other amounts.
9. **Confidentiality and Privacy.**
- (a) Confidential Information. The Consultant shall keep all information, whether in tangible form, orally or by demonstration, provided by CNL or developed or acquired hereunder (the "**Confidential Information**"), in strict confidence, and use it solely for the purposes of carrying out its obligations under this Contract. The obligations of the Consultant with respect to any particular portion of the Confidential Information shall not extend to Confidential Information that: (a) was in the public domain at the time the Confidential Information was disclosed, or becomes part of the public domain after disclosure; (b) was known to the Consultant at the time of the disclosure of the Confidential Information or becomes known to the Consultant without breach of this confidentiality obligation; or (c) is rightfully obtained from third parties. Consultant further agrees to take all action necessary to protect the confidentiality of the Confidential Information, and to prevent the unauthorized use or copying of the Confidential Information, which comes into Consultant's possession. Upon the expiration or termination of this Contract or upon CNL's request, Consultant shall return all Confidential Information to CNL. The confidentiality provisions of this Agreement shall survive the completion or other termination of the Agreement.
- (b) Privacy and Personal Information. Consultant will only collect, hold, process, use, store and disclose Personal Information only to the extent necessary to perform the Services and in accordance with Applicable Laws and the Privacy Act (Canada) (as if the provisions of such Act applied directly to the Consultant Parties).
10. **Intellectual Property Rights.** All rights in and to all materials, commodities, articles, equipment and goods supplied by the Consultant and incorporated into, or used in connection with, the Services pursuant to the Contract (the "**Course Materials**") shall vest in and remain the property of the Consultant, except where such Course Materials contain, include or reference information provided to the Consultant by CNL. The Consultant hereby grants to CNL a worldwide, royalty-free, non-exclusive, perpetual license to use the Course Materials for CNL's normal business purposes. The Consultant warrants that it has full rights to provide the Course Materials to CNL and is not knowingly infringing on the copyrights of others or providing the Course Materials in violation of any other contract the Consultant is a party to.
11. **Termination and Suspension.** Without prejudice to any other right or remedy, the non-defaulting Party may have hereunder:
- (a) If either party should be adjudged bankrupt, make a general assignment for the benefit of creditors because of insolvency, or if a receiver is appointed because of their insolvency, the other party may, by giving the insolvent party or its receiver or trustee in bankruptcy notice in writing, terminate the Contract.
- (b) If the Consultant fails or neglects to prosecute the Services diligently, or CNL fails to pay for Services as required under the Contract, the non-defaulting Party may, notify the defaulting Party in writing that the defaulting Party is in default under the Contract and instruct the defaulting Party to correct the default within ten (10) days immediately following the receipt of such notice. Failing such correction, the Contract shall automatically terminate.
- (c) Notwithstanding anything in this Contract, CNL may terminate the Contract at any time, for any reason, for its convenience and without liability or obligation to the Consultant whatsoever by providing thirty (30) days' written notice of such termination to the Consultant. In such event, Consultant shall make reasonable efforts to mitigate all costs associated with such termination. CNL shall pay for the Services performed up to the date of termination, together with any demobilization costs, and other reasonable additional costs (if any) incurred by the Consultant as a result of such termination. CNL shall not be liable to the Consultant for any other costs or damages whatsoever arising from such termination of the Contract including consequential damages.
- (d) Upon notice of termination, the Consultant shall stop performing the Services on the date set out in the termination notice and shall immediately cease incurring additional expenses in connection with the Services unless otherwise agreed to in writing by CNL. The Consultant shall promptly provide to CNL (i) the Deliverables resulting from the Services, and (ii) return to CNL all CNL property which had been entrusted to it including, but not limited to, trade secrets of CNL, keys, instruments, computers, files, client lists, documents, computer printouts, software, records, drawings, materials, papers, electronic information, etc.
- (e) CNL may suspend the Services upon notice to the Consultant. If the Services are suspended or otherwise delayed for a period of sixty (60) consecutive days or more and providing that such suspension or delay is not the result of an act or default of the Consultant, the Consultant may, by written notice to CNL and without prejudice to any other right or remedy the Consultant may have, terminate the Contract. In such circumstances, the Consultant shall be entitled to be paid for the Services completed to the date of termination and such reasonable costs as the Consultant has incurred during the period of suspension or delay.
- (f) The total payment to the Consultant with respect to this section taken together with any other payment shall under no circumstances exceed the Contract Price.
12. **Warranty.** The Consultant warrants that the Services comply with the standards of performance set out in section 5(a). The Consultant shall



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re perform at its own expense any part of the Services that are either not in accordance with this Contract.

13. **Limitation of Liability.** Neither party shall be liable to the other party for any claims of any kind whatsoever, for any indirect, incidental, consequential losses or damages, of any nature, arising at any time, including any lost profits, data, goodwill, or business opportunity for any matter relating to this Contract.
14. **Indemnification.** The Consultant shall indemnify and hold harmless CNL from and against any and all third party costs, claims and/or losses occasioned by or attributable to the negligent acts or omissions of the Consultant, except to the extent that any such damages and costs are attributable to the negligent acts or omissions of CNL.
15. **Insurance.**
 - (a) The Consultant represents and warrants to CNL that it has in place and will maintain for twelve (12) months following completion of the Services, Commercial General Liability insurance covering \$3 Million per occurrence. In addition, the Consultant shall take out such insurance policies for coverages and amounts that would be maintained by a prudent Consultant supplying a similar scope and magnitude of services to be provided hereunder. The Consultant will promptly deliver to CNL, as and when requested, written proof of such insurance. Such insurance may not be cancelled, or materially changed so as to affect the coverage provided under this Contract, without the written consent of CNL.
 - (b) The Consultant shall maintain Workplace Safety and Insurance Board (WSIB) coverage or similar coverage in accordance with the statutes of the Province in which the Services are performed. In the event that the Consultant is not required to have WSIB coverage under the applicable legislation and Consultant chooses not to obtain any optional coverage Consultant shall provide CNL with written confirmation that such WSIB coverage is optional for the Consultant. Consultant assumes full responsibility for claims associated with an occupational disease, personal injury, death, and any other conditions covered by the Workplace Safety Insurance Act that may be sustained by a Consultant Party arising out of and in the course of providing the Services (a "**Work Injury**"). Consultant hereby releases all CNL Parties from all actions, causes of action, claims or demands ("**Actions**") that the Consultant or the Consultant Personnel (each a "**Consultant Party**") may have now or hereafter against a CNL, with respect to a Work Injury and agrees to indemnify all CNL against any costs, damages or losses sustained as a result of any Action brought by a Consultant Party. The Consultant Party understands that by the terms of this release, Consultant cannot take any legal action against CNL with respect to a Work Injury. The Consultant hereby indemnifies and holds CNL harmless from any such Actions related to a Work Injury.
 - (c) No policy limits of insurance shall in any way restrict the liability of the Consultant assumed under this Contract.
16. **Audit.** The Consultant will retain for the longer of (i) two (2) years after the supply of any Services under this Contract or (ii) until the final resolution of any outstanding dispute between CNL and the Consultant, all internal books and records pertaining to the Services in sufficient detail and condition to permit inspection, review, and/or audit of such books and records by CNL, or its authorized representatives. CNL and its authorized representatives shall have the right to conduct such inspection, review, and/or audit of such books and records upon five (5) days' notice to the Consultant. No monitoring, inspection, audit, enquiry, review or examination, or lack of any of the foregoing, by or on behalf of CNL, nor any comment, rejection or approval expressed by CNL with respect thereto, shall relieve Consultant from any obligation or responsibility under or in connection with the Contract or otherwise modify such obligation or responsibility. In exercising their monitoring, inspection and audit rights, CNL shall comply with Consultant's rules and procedures relating to safety and security and shall use reasonable efforts to minimize any disruption to Consultant.

17. **Time and Force Majeure:**

- (a) The Consultant shall perform its obligations under the Contract in accordance with the schedule in the Contract and shall use commercially reasonable efforts to mitigate all risks of schedule delay. CNL recognizes that, in order for the Consultant to complete the Services, it must provide the information, input level of staffing, and decision-making required in the Specifications or the Consultant's proposal provided, however, that the Consultant shall remain obligated to request, document, and assist in obtaining such input from CNL, including, but not limited to, ongoing communication respecting CNL's input, key tasks, and timing of same.
 - (b) Neither Party shall be deemed to be in breach of this Contract where its failure to perform, or its delay in performing any obligation, is due wholly, or in part, to a cause beyond its reasonable control including, but not limited to, an act of God, an act of any national, civil, or military authority, governmental priorities, civil commotion, war, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquake, storm, or epidemic ("**Event of Force Majeure**"). Each of the Parties shall promptly notify the other of any impacts due to an Event of Force Majeure with an estimate as soon as practicable of the revised timing. The time for performing shall be extended for a period at least equal to the duration of the Event of Force Majeure.
 - (c) When the performance of an obligation is delayed by at least 30 days, and the Parties have not agreed upon a revised basis for performing the obligation, including adjustment of payments, then either Party may terminate this Contract. In such case, where one Party to this Contract has obtained a valuable benefit, by reason of the performance by the other Party of any or all of its obligations under this Contract, the other Party shall be entitled to recover, if it has not already done so, an amount equivalent to the value of the benefit so obtained.
 - (d) Notwithstanding anything to the contrary contained in this Section 17(b), a Party shall not be relieved of its obligations to make payments under the Agreement as a result of a Force Majeure Event if such payment has become due and payable in accordance with the terms of the Agreement.
18. **Dispute Resolution.** If any dispute arises under or in connection with the Contract that is not resolved, either Party may deliver to the other Party a written notice of dispute. Within ten (10) days after receipt of a notice of dispute, the receiving Party shall deliver a written reply that states its position with respect to the dispute and the arguments supporting such position. As soon as possible, but not later than fourteen (14) days after such reply has been given, a senior officer of each Party who has full authority to settle the dispute shall meet at a mutually acceptable time and place and as often as they consider necessary to make all reasonable bona fide efforts to resolve the dispute by amicable negotiations. The negotiations contemplated in this Section 18 shall be construed as settlement discussions, shall be confidential, and shall be conducted on a "without prejudice" basis. At all times, notwithstanding the existence of any dispute, each of the Parties shall continue to perform its respective obligations in accordance with the provisions of this Contract, without prejudice to the right to contest, dispute and challenge the relevant matter, unless this Contract has been repudiated, terminated or abandoned by any of the other Parties hereto.
19. **Severability.** In the event that any one or more of the provisions of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
20. **Non-Waiver.** Delay or failure by either Party to exercise any of its rights or remedies hereunder, nor the acquiescence in or waiver of a breach of any term of this contract shall not constitute a waiver of those rights or remedies, unless explicitly waived in writing. The single or partial exercise of a right or remedy does not prevent its subsequent exercise or the exercise of any other right or remedy.

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21. **Survival.** Except as otherwise provided in the Contract, termination of this Contract shall be without prejudice to, and shall not affect, the representations, warranties, and indemnities of the Consultant under this Contract. Any provision of this Contract which expressly or by implication from its nature is intended to survive the termination or completion of the Contract will continue in full force and effect after any termination, expiry, or completion of this Contract.
22. **Cumulative Remedies.** The rights and remedies of CNL under this Contract are cumulative and in addition to and not in substitution for any rights or remedies that may be available to CNL at law, in equity, or otherwise. No action or failure to act by CNL shall constitute a waiver of any right or duty afforded under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
23. **Set off and Repayment.** Without limiting any other rights or remedies available to CNL under the Contract, CNL has the right to set-off against the balance due or to become due to the Consultant under the Contract any reasonable and substantiated amounts due or to become due from the Consultant to CNL.
24. **Conflict of Interest.** The Consultant shall forthwith disclose in writing to CNL, in such detail as CNL may require, the nature and extent of any real or apparent conflict of interest which may exist or which may subsequently arise. In the event of any real or apparent conflict of interest, CNL may, in its sole discretion, terminate this Contract. All such disclosures, and any uncertainties in this matter, shall be directed to CNL, or to any CNL representative, for clarification and further instruction. In the event of any real or apparent conflict of interest, CNL may, in its sole discretion, terminate this Contract for cause.
25. **Interpretation.** The headings used in this Contract and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Contract to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Contract. Where this Contract uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
26. **Notice and Communication.** Any notices or other communications required under this Contract ("**Notice**") shall be in writing and delivered by courier, email, or by personal delivery, addressed to the other Party as set out on the Purchase Order or such other address as the Party may give notice of under this Section. A copy of any Notice to CNL regarding a dispute or breach under this Contract shall be delivered to the attention of CNL Legal & Insurance, 286 Plant Road, Chalk River, ON K0J 1J0. If the Notice is delivered by personal delivery, it shall be considered to have been received by the addressee on the actual date of receipt (or the next Business Day if delivered on a non-Business Day of the recipient). If the Notice is sent by courier, it shall be effective on the date of receipt. If the Notice is sent by email, it shall be effective on the date sent (or the next Business Day if sent on a non-Business Day of the recipient). "**Business Day**" means any day other than Saturday, Sunday, or a holiday observed by receiving party or a day on which receiving party's offices are not open for business. A Business Day ends at 5:00 p.m. Eastern Standard Time.
27. **Entire Agreement.** The Contract constitutes the entire agreement between the Parties in respect of the Services and supersedes any and all promises, representations, warranties, undertakings or other statements whether written or oral. Any reference in the Purchase Order to any Consultant proposal is solely for the purpose of incorporating the descriptions and specification of the Services, and only to the extent that the descriptions and specifications do not conflict with the descriptions and specifications set out in the Contract. CNL shall not be bound by any terms proposed in the Consultant's proposal, invoice or other form of document which add to, vary from, or conflict with the Terms.
28. **Assignment.** The Consultant may not assign or subcontract any of its rights or obligations under this Contract, in whole or in part, without CNL's prior written consent, which consent may be unreasonably withheld. Any assignment in violation of this Contract is void and of no effect. The Consultant's permitted assignment or subcontracting of any part or all of this Contract will not release the Consultant of its obligations hereunder. CNL may assign this Contract, in whole or in part, or any of its rights or obligations hereunder upon notice to the Consultant. This Contract shall enure to the benefit of, and be binding upon, the parties and their respective legal personal representatives, heirs, executors, administrators, assigns, or successors.
29. **Site Requirements.** If the Services are to be performed on CNL property, the Consultant will comply with CNL's Special Conditions for the applicable CNL property. Consultant will at all times follow the instruction and direction of all CNL staff.
30. **Use of Name.** Neither the Consultant nor any of the Consultant Representatives shall utilize the name or trade-marks of CNL or any of its affiliates in any communications, including any customer lists, without the express prior written authorization of CNL.
31. **Governing Law and Attornment.** This Contract is exclusively governed by, and will be construed in accordance with, the laws of the Province of Ontario and the laws of Canada, applicable therein, and shall be treated in all respects as an Ontario contract. Conflict of laws, principles, or rules that would impose the laws of any jurisdiction other than the laws of Ontario, or Canada where applicable, on the construction of this Contract shall be excluded. The Parties attorn to the exclusive jurisdiction of the Ontario courts with respect to any matter arising under the Contract.
32. **Independent Consultants.** The Consultant is, and shall remain at all times, an independent Consultant in connection with the Contract and the Consultant is not, and shall not represent the Consultant to be, an agent, joint-venturer, partner, employee, or representative of CNL or as being related to CNL in any way other than as an independent contractor. The Consultant shall not make any representations or engage in any acts that could establish an apparent relationship of agency, joint venture, partnership or employment with CNL in connection with the Contract. For greater certainty, CNL shall not be bound by any agreement, contract, representation or warranty made by the Consultant with any other person, firm or corporation, or by any action of the Consultant, except where the Consultant has first obtained the express prior written consent of CNL to be so bound in each instance.