

1. Purchase Order and Acceptance. These General Terms and Conditions for Services (Short Form) ("Terms and Conditions") are incorporated into any purchase order in which they are referenced (each a "PO" or "Purchase Order") which is issued by the Exelon company or one of its Affiliates ("Buyer"), or by Exelon Business Services Company, LLC ("Exelon") as agent for Buyer, to the entity to which this PO is addressed ("Contractor"). Contractor's signature on this PO shall constitute Contractor's unconditional acceptance of this PO, these Terms and Conditions, and the other documents attached to or referenced herein or in the PO (collectively, the "Contract Documents"). Contractor's commencement of performance of the Services shall also be deemed an effective mode of acceptance of the Purchase Order and these Terms and Conditions. Any additional or different terms and conditions set forth in Contractor's proposal or preprinted purchase orders, Contractor's Purchase Order acknowledgments, or similar writings, or in Contractor's invoices or electronic data interchange acknowledgments, or any attempt by Contractor to vary in any degree any of the terms in the Contract Documents, are hereby objected to by Buyer and will not be binding upon Buyer unless specifically assented to in writing by Buyer.

2. Standards for Performance. Contractor shall furnish the labor, supervision, administration, material, equipment, apparatus, products, supplies, goods, documentation and other services necessary for the complete, proper and timely completion of the work as set forth in the Contract Documents (the "Services"). Any and all individuals assigned by, through or on behalf of Contractor or its Subcontractors to perform the Services; including their partners, employees, officers, and agents ("Contractor Personnel") shall perform all Services assigned to them in a competent manner consistent with the ordinary degree of skill and care required for the applicable business, craft, industry, profession or trade. Contractor shall complete all Services on or prior to the dates for such completion ("Milestone Dates") set forth in the Contract Documents, or, if no Milestone Date is specified, in a commercially reasonable period of time. TIME IS OF THE ESSENCE IN COMPLETING WORK BY A MILESTONE DATE. Contractor will comply with all applicable rules, policies, Site requirements, and procedures of Buyer ("Policies and Procedures") set forth in Exhibit A, or which have been or otherwise shall be provided to Contractor and/or posted on a secure website as designated by Buyer. Contractor and Buyer each agree to fully comply with the laws and regulations of the United States relating to the exportation of commodities or technical data, including but not limited to 15 CFR Parts 730 et seq., 10 CFR Part 110 and 10 CFR Part 810, as issued from time to time, or any successor laws or regulations. Contractor shall be responsible for checking all Contractor-accessible websites periodically (but in no event less frequently than monthly) for any updates or revisions to the Policies and Procedures.

3. Warranties and Remedies. Contractor warrants that the Services furnished to Buyer will: (1) comply with the specifications contained in the Contract Documents; (2) be performed in accordance with the then prevailing applicable Laws, industry standards and practices; and (3) be free and clear of all security interests, liens, encumbrances or claims of Contractor, Subcontractors and third-party suppliers. If any of the Services does not comply with the foregoing warranties, and Buyer gives Contractor notice of such noncompliance within two (2) years (or such longer period as specified in the Contract Documents) after Buyer has accepted the Services, then Contractor shall (at its sole expense) promptly correct by repair or replacement any (i) nonconforming Services, and (ii) any materials, equipment and other personal and real property damaged, or otherwise adversely affected by the performance of the Services ("Other Material"). The decision whether to correct or replace the Services shall be made with the concurrence of Buyer and the correction or replacement of Services shall be scheduled consistent with Buyer's operating requirements so as to minimize loss of production or use of the Services or of any plant or facility of which the Services is a part. In the event of Contractor's failure to correct or replace Services and Other Property in accordance with the terms hereof, Buyer, after notice to Contractor, may correct any deficiencies in, or replace, Services and Other Material at Contractor's expense.

4. Contract Price, Taxes and Invoices and Payment. In consideration for the Contractor's acceptable performance of the Services as set forth in this PO and other Contract Documents, Buyer shall pay Contractor the prices set forth therein (the "Contract Price"). Unless otherwise expressly provided in the Purchase Order, the Contract Price shall be a fixed price and include all costs associated with performance of the Services and compliance with the Contract Documents. Except for state sales or use taxes that apply to this purchase, the Contract Price is inclusive of any and all taxes, fees, excises, and charges which are now or hereafter imposed with respect to the Services, and Buyer shall not be required or obligated to reimburse Contractor for any taxes or similar expenses which may arise or be incurred in connection with performance of the Services. The invoice shall separately list taxable and nontaxable charges where applicable. Unless Buyer provides Contractor an exemption certificate or notifies Contractor that Buyer will pay such taxes directly to the applicable Department of Revenue, then state sales and use tax, where applicable, shall be billed on the invoice if

Contractor is authorized by applicable Law to collect such tax. Contractor shall submit invoices to Buyer, at the location designated by Buyer on this PO, within 30 days after delivery of the Material. Unless otherwise specified in this PO, the invoice shall be submitted via Email to "A/P-Invoices@exeloncorp.com". Except as otherwise provided in this PO and herein, Buyer shall pay all undisputed invoices within 45 days after receipt of the invoice. Each invoice shall include Contractor's name, address, this PO number, release number (if applicable), Exelon catalogue identification number and corresponding unit price, date, and total amount due for the time period covered by the invoice. If the Services is being performed pursuant to a cost-plus or time-and-material (or any variation thereof) PO, each invoice shall also include a detailed itemized list of the costs of Services covered by the invoice identifying the number of each class of employees, number of regular hours worked, number of overtime hours worked, rates charged, separately itemized charges for freight, for all material used, and for all special trucking and special heavy power tools, all adequately described, with all applicable sales and use taxes stated. No overtime hours shall be charged to Buyer without Buyer's prior written approval. Overtime hours shall be billed as such rather than as a greater number of regular hours. Each invoice shall also identify all authorized expenses incurred during the time period, and shall be accompanied by supporting documentation Buyer may decline to pay an invoice, in whole or in part, to the extent Buyer decides it is necessary to protect it from loss due to material breach by Contractor of any of its obligations under this PO or unsubstantiated or unsupported amounts billed by Contractor.

5. Changes in the Services. Buyer shall have the right to order changes to be made in the Services through a written order ("Change Order"), including changes in the Specifications, Contractor Specifications, drawings, designs, and time and place of delivery. No Change Order that has the effect of increasing the cost to Buyer or Contractor (whether because of an increase in the prices for material or the Services, the amount or type of material or the scope of the Services, or otherwise), or materially affecting the time for performance, warranties, or other obligations of the Parties (a "Material Change") shall be binding upon Buyer unless the same is approved in writing by Buyer and Contractor. If a Change Order results in a Material Change, the Contract Prices and other affected provisions shall be equitably adjusted by agreement between Contractor and Buyer (an "Equitable Adjustment").

6. Loss or Damage. Risk of loss or damage to the Services or any property of Buyer in the custody of Contractor shall remain with Contractor until Buyer accepts the Services.

7. Contractor's Indemnification. Contractor shall, to the fullest extent permitted by Law, indemnify, defend upon request, and hold harmless Buyer and its members, officers, directors, employees, agents, representatives, subsidiaries, affiliates, successors, and assigns ("Buyer Parties") against all losses, claims, damages, expense (including advance of reasonable attorneys' fees and other defense costs) and liabilities sustained or incurred by the Buyer Parties for any damage, harm, loss or injury of any kind, direct or indirect, to any property, entity or person (including death), including, but not limited to, claims for injuries to employees of the Buyer Parties, Contractor and/or any Subcontractor, arising directly or indirectly out of any act, omission, conduct, negligence or default by Contractor or its officers, directors, employees, agents, representative, subsidiaries, successors, or assigns ("Contractor Parties") and/or arising directly or indirectly out of or in any manner associated with the Services under this PO or any contact with or encountering of any property, equipment, vehicles, facilities or personnel of the Buyer Parties.. This Article 7 shall survive termination of the PO.

8. Insurance. Contractor shall provide and maintain in effect, at its sole cost and expense: (a) during the performance of any Services under the PO minimum insurance coverage with carriers authorized to conduct business in the State in which the Services is to be done and otherwise satisfactory to Buyer, including: (a) Workers' compensation insurance with statutory limits as required by the state in which the Services is to be performed, (b) employers' liability insurance with limits of not less than \$1,000,000 each accident for bodily injury by accident, each employee for bodily injury by disease, and policy, (c) Commercial General Liability insurance (with coverage consistent with ISO Form CG 00 01 12 07 or its equivalent) with a limit of not less than two million dollars (\$2,000,000.00) per occurrence and per project or per location aggregate, covering liability for bodily injury and property damage, arising from premises, operations, independent contractors, personal injury/advertising injury, blanket contractual liability, and products/completed operations liability for not less than three (3) years from the date Buyer accepts the Services. CGL insurance includes coverage for claims against Buyer for injuries to Contractor Personnel (d) automobile liability (including coverage for claims against Buyer for injuries to Contractor Personnel) for owned, non-owned, and hired autos with a limit of not less than \$2,000,000 per accident; and (e) Excess or Umbrella liability insurance coverage (including coverage for claims against Buyer for injuries to Contractor Personnel) with a limit of not less than \$3,000,000.00 per occurrence and per project or per location aggregate. The liability limits under Sections 8(a) (b), (c) and (d) may be met with

any combination of primary and Excess or Umbrella Insurance policy limits totaling \$5,000,000. If any policy is written on a claims made basis, the retroactive date may not be advanced beyond the date of these Terms and Conditions and coverage shall be maintained in full force and effect for 2 years after the date Buyer accepts the Services, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the parties. Contractor shall be responsible for any deductibles or self-insured retentions applicable to the insurance provided in compliance with this Article 8. To the extent permitted by applicable law, all above-mentioned insurance policies shall: (1) be primary and non-contributory to any other insurance carried by Buyer; (2) contain standard cross-liability coverage as provided under standard ISO Forms' separation of insureds clause; (3) waive of all rights of subrogation which Contractor and Contractor's insurance carrier might exercise against Buyer; (4) not require contribution before any excess or umbrella liability coverage will apply; (5) have ratings of A-/VII or better in the Best's Key Rating Insurance Guide (latest edition in effect at the latest date stated in the Certificate of Insurance; (6) not include any endorsement limiting coverage available to Buyer which is otherwise required by this Article 8. All liability insurance policies shall name Buyer, its officers, directors, employees, agents, representatives, Affiliates, subsidiaries, successors, and assigns, as additional insureds, shall be primary to any other insurance carried by Buyer, and shall provide coverage consistent with ISO Form CG 2026 (11/85), or the combination of ISO Form CG20100704 and CG20370704, or their equivalents, and shall maintain the required coverages (including but not limited to coverage for claims against Buyer for injuries to Contractor Personnel), for a period of not less than three (3) years from the date Buyer accepts the Services. Contractor shall provide evidence of the required insurance coverage and file with Buyer a Certificate of Insurance acceptable to Buyer prior to commencement of the Services.

9. Limitation of Liability. IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BUYER BE LIABLE TO CONTRACTOR FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL.

10. Termination. If either Party breaches any provision of the Purchase Order or other Contract Documents (including the failure by Contractor to adhere to the performance standards set forth in these Terms and Conditions or the Purchase Order), the other Party may give notice of such breach to the defaulting Party in writing. If the breach is not cured within 10 days of receipt of such notice by the defaulting Party, the defaulting Party shall be in default hereunder and the non-defaulting Party may elect to terminate the Purchase Order ("Termination with Cause"), or to continue the Purchase Order subject to receiving adequate assurances of performance from the defaulting Party. In the event either Party terminates a Purchase Order pursuant to this Article 10, Buyer shall not be required to make any payments to Contractor with respect to Services that have not been performed as of the date of termination. If the sum of all previous deposits and payments under the applicable Purchase Order with respect to the Services so terminated exceeds the amount owed to Contractor with respect to Services that have been performed as of the date of termination, the excess shall be immediately refunded to Buyer. Buyer may upon 30 calendar days' notice to Contractor terminate this PO, in whole or in part, for Buyer's convenience ("Termination for Convenience"). If Buyer terminates a Purchase Order, Contractor shall immediately discontinue the Services, and Buyer shall be entitled to take possession of the Site and all or any part of the Material not owned by Contractor, delivered or in transit to the Site. If requested by Buyer, Contractor shall make every reasonable effort to cancel any existing orders. Notwithstanding any termination, Contractor shall take such steps as are reasonably necessary to preserve and protect Services completed and in progress and to protect Material at the Site, stored off-site, or in transit. Should Buyer's termination of Contractor be partial, Contractor shall proceed to complete the portions of the Services, including Services pursuant to other Purchase Orders not terminated. If Buyer terminates the PO with Cause, Contractor shall not be entitled to receive any further payments under such PO until all Services has been fully performed by Buyer or by some other person on behalf of Buyer, as follows. Buyer shall have the right to complete the Services by means other than the use of Contractor, and in doing so Buyer shall have the right to exercise its sole discretion as to the manner, method, and reasonableness of the costs of completing Services. Contractor shall bear any extra expenses incurred by Buyer in completing Services, including all increased costs. After all the Services have been completed, Buyer shall calculate the total expenses for the completed Services. If the total expenses are less than any unpaid balance due Contractor, the excess shall be paid by Buyer to Contractor. If the total expenses exceed the unpaid balance, Contractor shall be liable to Buyer and shall pay the difference to Buyer on demand. If Buyer terminates this PO in accordance with Section 10.2, or if Contractor terminates this PO pursuant to Section 10.1, Buyer will pay to Contractor for all reasonable and unavoidable disbursements and

expenses which Contractor has incurred or become obligated for prior to the date of the notice of termination. Buyer shall be entitled to all Material specially accumulated for the Services terminated, shipped at its expense to a place designated by Buyer. In no event shall the aggregate termination charges plus payment for the Services exceed the Contract Price of the Services set forth in the PO and Change Orders thereto. Payments by Buyer hereunder will be credited with: (i) prior amounts deposited or paid by Buyer under the Purchase Order, and (ii) amount of any salvage or resale value of material which may be realized with respect to any Material purchased or manufactured for the purpose of performing the Services and identified prior to termination, which Buyer does not elect to take. Contractor agrees to take reasonable steps to minimize termination charges. Whether Buyer terminates the PO with or without cause or suspends Contractor's Services, in no event, shall Buyer be responsible for overhead costs associated with Services not performed by Contractor, for any profits Contractor would have earned if it had completed Services.

11. Intellectual Property & Infringements. Contractor shall pay all royalties and license fees which are necessary for Contractor's performance and Buyer's use of any of Services. Contractor shall at its own expense defend against, indemnify and hold Buyer harmless from any liability or claim of any nature or kind brought by others against a Buyer Party or its successors and assigns because the sale, performance or use of the Services infringes, or is alleged to infringe, directly or contributorily, on any third party's intellectual property rights, or is the basis for a claim of unfair competition. In case any part of the Services is held in any such suit to constitute infringement and its use is enjoined, or at any time after a claim of infringement arises, Contractor shall (at Buyer's option), promptly either (1) secure for Buyer the perpetual right to continue the use of such part of the Services by procuring for Buyer a royalty-free license or such other permission as will enable Contractor to secure the suspension of any injunction, (2) replace at Contractor's own expense such part of the Services with an adequate non-infringing part or modify it so that it becomes non-infringing, but only if the replacement or modification does not adversely affect Buyer's acquisition costs, operating or maintenance costs, construction or operating schedules, operation or maintenance procedures, public relations, employee relations, any license or permit affecting Buyer's property or any other matter relating to Buyer's property or its operation, or (3) refund the entire Contract Price of the Services affected.

12. Contractor Personnel. Contractor, in furnishing the Services, is acting as an independent contractor. Neither Buyer, nor its Affiliates, or their subsidiaries and successors (the "Buyer Entities") are, or shall be construed to be, an employer (common law or otherwise), co-employer or joint employer of any Contractor Personnel. Neither Contractor (nor its subcontractors) nor any Contractor Personnel is an agent of the Buyer Entities, and no such party or person has any authority to represent the Buyer Entities as to any matters, except as expressly authorized in the Contract Documents. Should any of the Buyer Entities be required to pay any amount to a governmental agency for failure by Contractor to fulfill its responsibilities as employer as may be required by law, Contractor agrees to indemnify each of the Buyer Entities for any amount so paid, including interest, penalties and fines. Neither Contractor nor its subcontractors will: (i) assign either (a) any Contractor Personnel to perform staff augmentation work for the Buyer Entities, or (b) any Buyer or Buyer Entities retiree to perform any Services for the Buyer Entities, for a total period of time (including time under this PO or any other agreement or through Contractor, its subcontractors or any other third party employer and without regard to hours worked), in excess of one (1) year, unless Buyer grants a written exception for such Contractor Personnel to the time limit; or (ii) report income for any of its Contractor Personnel performing staff augmentation work to the Buyer Entities, to the IRS on Form 1099; or (iii) allow any Contractor Personnel to commence Services for the Buyer Entities until an executed Third Party Personnel Acknowledgement (as defined below) has been received by Contractor. "Retiree" means a former Buyer Entities employee whose employment was not governed by a collective bargaining agreement with IBEW Union Local 15 at the time of such person's termination of employment and who previously received, is eligible to receive or is currently receiving benefit payments under an Buyer tax-qualified retirement plan, including the Exelon Corporation Retirement Program (Service Annuity Plan of PECO Energy Company or Commonwealth Edison Company Service Annuity System), the Exelon Cash Balance Pension Plan and the Exelon Employee Pension Plan for Clinton, TMI and Oyster Creek, the Pension Plan of Constellation Energy Group, Inc., and Pension Plan of Constellation Energy Nuclear Group, LLC and Pension Plan of Nine Mile Point Nuclear Station. Prior to commencement of Services by any Contractor Personnel, Contractor (or its subcontractor), shall obtain from such Contractor Personnel, either directly or through its subcontractors, a written acknowledgement from all proposed such Contractor Personnel, or its subcontractor, substantially in the form of Exhibit B attached hereto (the "Third Party Personnel Acknowledgement" or "TPPA"). Contractor shall maintain the original of each TPPA for Contractor Personnel for a period of six (6) years following the termination of Contractor Personnel. Based upon such executed Third Party Personnel Acknowledgements and prior to commencement of any Services by any

such proposed new Contractor Personnel, Contractor shall provide to Buyer's designated representative a written notice that identifies the names (and if possible the former Buyer Entities Employee identification number) of Contractor Personnel assigned to provide Services to Buyer who identify themselves as a former Employee of one of the Buyer Entities or a retiree of one of the Buyer Entities (a "Notice of Former Employees/Retirees"). Notwithstanding any other provision of this PO, Buyer reserves the right, to request additional information about any Contractor Personnel, to reject any proposed Contractor Personnel, and to request the removal (with or without replacement) of any or all Contractor Personnel from performing for Buyer hereunder at any time at its sole discretion. In the event Buyer rejects any proposed Contractor Personnel or requests the removal of any Contractor Personnel, Contractor shall promptly remove such Contractor Personnel from providing Services to Buyer and provide a suitable replacement that meets all requirements of the Contract Documents. In the event Buyer requires the removal of any Contractor Personnel, Contractor shall also ensure a prompt and smooth transition of all knowledge, information and data from such Contractor Personnel to his or her replacement. In addition to any other audit rights under the Agreement, Contractor agrees that Buyer, or any of its authorized representatives acting on Buyer's behalf, may upon reasonable request, audit Contractor's files and records regarding the utilization of Contractor Personnel hereunder, including all TPPAs. This Section 12.6 shall survive termination of these Terms and Conditions and this P O for a period of 6 years.

13. Background Investigations and Access to Buyer Facilities. Contractor will be required to conduct background investigations ("BI") in accordance with Buyer's security procedures for all of its personnel who will have access to any Buyer buildings, properties and/or any Buyer assets or have contact with any Buyer or its Affiliates' customers. Such investigations must be completed prior to the first day upon which Contractor and its personnel are to perform Services. The BI is a minimum requirement, and some Buyer business units or departments may have more stringent background investigation requirements and/or conduct their own investigations, which Contractor must follow and/or submit to, in addition to these minimum requirements. Except for background investigations performed by Buyer, Contractor will be responsible for conducting the BI at its own expense and shall not be entitled to recover costs thereof unless both Parties agree, in writing, in advance of the background investigation. Contractor shall immediately notify Buyer in writing when any Contractor Personnel no longer requires access to any Buyer or its Affiliates' assets and contact with Buyer or its Affiliates' customers, including but not limited to termination of such Contractor Personnel's employment, or termination or expiration of this Purchase Order, so that Buyer can discontinue access for such Contractor Personnel. Contractor shall immediately notify Buyer to terminate access to Buyer and Affiliate facilities for any Contractor Personnel that are: (i) suspended from employment for cause, (ii) arrested or charged with a criminal offense; or (iii) that Contractor reasonably believes may pose a threat to the safe working environment at any Site or Buyer facility, unless and until the matter is resolved to Buyer's satisfaction or Contractor informs Buyer of the circumstances and Buyer approves such individual continuing to perform Services hereunder. Contractor shall take all take all steps necessary to immediately deny Contractor Personnel access to the Buyer and Affiliate facilities and Customers, and return to Buyer any Buyer-issued property including, but not limited to, Buyer photo ID badge, keys, parking pass, documents, or laptop.

14. Subcontracting. Contractor may employ Subcontractors in connection with the Services only upon prior written approval by Buyer. No subcontract shall relieve Contractor of its obligations under the Contract Documents.

15. Miscellaneous.

15.1. Complete Agreement. This PO, these Terms and Conditions, any Change Orders, and any other Contract Documents specifically referenced in either of the foregoing set forth the entire contract of the Buyer and Contractor (each a "Party" and together, the "Parties"), and supersede any and all prior agreements, arrangements or understandings, relating to the subject matter hereof.

15.2. Notices. Any notice pertaining to Services performed or this PO shall be in writing (unless in an emergency and then promptly thereafter in

writing) and sent via facsimile transmittal, registered or certified mail (postage prepaid), or by commercial overnight courier, to Buyer's representative or Contractor's representative as appropriate at their respective addresses appearing in this PO. Notices shall be effective only when received.

15.3. No Third Party Beneficiary. No provision of this PO is intended or shall be construed to be for the benefit of any third party (other than a joint owner of a plant or facility for which Services is intended).

15.4. Assignment. Subject to the provisions of these Terms and Conditions, Contractor shall not assign its interest in this PO, or delegate any obligation under this PO, without the prior written consent of Buyer. Buyer reserves the right, without consent of Contractor, to assign this PO, in whole or part, to a third-party to be selected by Buyer.

15.5. Choice of Law; Interpretation; Waiver of Jury Trial; Severability. The Contract Documents shall be construed and interpreted, without giving effect to principles of conflict of law, in accordance with the laws of Pennsylvania, except for: (i) Commonwealth Edison it shall be the laws of Illinois, (ii) BGE, Constellation Energy Nuclear Group, Inc., or one of their subsidiaries it shall be the laws of the State of Maryland. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS. The provisions of this PO shall be interpreted where possible in a manner to sustain its legality and enforceability. The unenforceability of any provision of this PO in a specific situation shall not affect the enforceability of that provision in another situation or the remaining provisions of this PO.

15.6. Audit. Purchase Orders, all payments received pursuant to such Purchase Orders, and Contractor's Services and workplace area and related offices shall be subject to audit and inspection by Buyer or any authorized representatives acting on Buyer's behalf. Contractor shall comply with all reasonable requests by Buyer or Exelon to make available books and records necessary to substantiate Contractor's charges and invoices for reimbursement.

15.7. Non-Waiver. Failure of Buyer to insist upon strict performance by Contractor or Buyer's failure or delay in exercising any rights or remedies provided in Contract Documents or by Law shall not be deemed or construed as a waiver of any claims. No waiver by Buyer of a breach of any provision of the Contract Documents shall constitute or be construed as a waiver of any other breach or of that provision. No payment or certificate, final or otherwise, nor the approval of any design, shall be construed as (i) an acceptance of defective Services, (ii) relieving Contractor of its obligations to make good any defects or consequences for which Contractor may be responsible, or (iii) a waiver of any obligations of Contractor under this PO. Each of Buyer's rights and remedies under this PO shall be cumulative and additional to any other or further rights or remedies provided in Law or equity under the UCC or otherwise. Buyer shall retain all rights of legal action in tort under this PO on all issues relating to contribution, insurance coverage, and contractual indemnity.

15.8. Nondiscrimination and Affirmative Action. Contractor shall, unless exempt, comply with the federal regulations pertaining to nondiscrimination and affirmative action (41 CFR part 60-1), including, but not limited to the following, all of which are incorporated herein by reference: (i) 41 CFR 60-1.40; (ii) 41 CFR 60-250.4; (iii) 41 CFR 60-741.4; (iv) 41 CFR 60-1.4; (v) 41 CFR 60-1.7; (vi) Fair Labor Standards Act of 1938, as amended; (vii) 41 CFR 60-1.8; (viii) 48 CFR Chapter 1, Subpart 19.7 and (ix) 29 CFR, part 470. Contractor shall also comply, unless exempt, with any applicable state laws pertaining to nondiscrimination and affirmative action.

EXHIBITS (Check if attached)

- ☐ **Exhibit A** - Exelon And Affiliates Policies and Procedures
- ☐ **Exhibit B** - Third Party Personnel Acknowledgement
- ☐ **Exhibit C** - Nuclear Special Terms and Conditions

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign these Terms and Conditions effective as of the date below.

EXELON BUSINESS SERVICES COMPANY, LLC, AS AGENT FOR BUYER:

By: _____
Name: _____
Title: _____
Date: _____

BUYER: _____

CONTRACTOR: [INSERT CONTRACTOR NAME]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A – EXELON AND AFFILIATES POLICIES AND PROCEDURES

Contractor shall comply with, and ensure Contractor Personnel familiarized themselves and comply with, the following policies and procedures applicable to Exelon and its Affiliates as indicated below. THE FAILURE OF EXELON TO LIST ANY POLICIES AND PROCEDURES APPLICABLE TO THE PERFORMANCE OF THE WORK OR CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT DOCUMENTS IN THIS EXHIBIT SHALL NOT EXCUSE CONTRACTOR FROM ITS OBLIGATIONS UNDER ARTICLE 4 OF THESE TERMS AND CONDITIONS.

Exelon and All Affiliates (except for CENG, CCNPP, NMPNS, and REGNPP)

Exelon Code of Business Conduct (available at http://media.corporate-ir.net/media_files/irol/12/124298/corpgov/exc_codebusconduct_061013.pdf, or in booklet form upon request.)

Exelon's Use of Contractor Policy (HR AC 70)

Exelon Drug & Alcohol Policy (HR-AC-16)

Exelon Non-Discrimination Harassment Free Work Environment Policy (HR-AC-15)

Exelon Acceptable Use of Electronic Information Assets Policy (IT-AC-550-1)

Exelon Diversity Suppliers Procedure (SM-AC-4001)

BGE – Only

BGE Safety Conditions of Contract

CENG, CCNPP, NMPNS, REGNPP – Only

CENG Industrial Safety Manual

CENG Fleet Administrative Procedure, "Corrective Action Program," CNG-CA-1.01-1000

CENG Fleet Administrative Procedure, "Physical Examination Process for Employees and Contractors,"

CNG-MD-1.01-3000

CENG Fleet Administrative Procedure, "Foreign Material Exclusion," CNG-MN-1.01-1001

CENG Fleet Administrative Procedure, "Load Handling," CNG-MN-1.01-1003

CENG Fleet Administrative Procedure, "Oversight of Supplemental Personnel," CNG-MN-1.01-1006

CENG Fleet Administrative Procedure, "Safety Conscious Work Environment and Employee Concerns Program, CNG-QL-3.01-1001

CENG Fleet Guideline, "Extra, Deletion and Delay (EDD) Process," CNG-SC-1.01-GL006

CENG Fleet Administrative Procedure, "Access Authorization Program," CNG-SE-1.01-1000

CENG Fleet Administrative Procedure, "Nuclear Safety Culture," CNG-NS-2.01-1000

CENG Fleet Administrative Procedure, "Fitness for Duty Program," CNG-SE-1.01-1001

CENG Fleet Administrative Procedure, "Fatigue Management and Work Hour Controls," CNG-SE-1.01-1002

CENG CNO Policy #11, "Camera Policy"

Commonwealth Edison Company and PECO Energy Company - Only

Contractor Compliance and Management of Contractors (PC-ED-2016)

Contractor Orientation (PC-ED-2017)

EXHIBIT B

THIRD PARTY PERSONNEL ACKNOWLEDGEMENT

I, _____ (“Name of Contractor Personnel”), acknowledge that I am an employee of _____ (“Name of Company”). I acknowledge that my relationship with _____ (“Buyer”), its Affiliates, their subsidiaries or any of their successors (the “Buyer Entities”) is that of an independent contractor, not an employee of any of the Buyer Entities, and that all services performed by me for one or more of the Buyer Entities is pursuant to an agreement between a Buyer Entity and Contractor, as an employee of Contractor or one of its Subcontractors, as applicable. I also acknowledge that during the period I perform services for or on behalf of the Buyer Entities pursuant to an arrangement with Contractor, I am not entitled to compensation of any kind from the Buyer Entities or to participate in any employee benefit plan or program of any kind offered to any employee of the Buyer Entities, and I expressly waive any and all such compensation and benefits. I understand that the preceding sentence will not prohibit me from receiving any earned and vested pension or retiree health care benefits from the Buyer Entities to which I may already be entitled as a former employee of one of the Buyer Entities.

1. In addition, I represent the following:

Check one: ___ I am not a former employee of any of the Buyer Entities. OR

 ___ I am a former employee of these Buyer Entities: _____

2. If I am a former employee of one of the Entities:

A. My Buyer Entities’ Employee ID number (if available) was: _____

B. Check one: ___ I am not eligible to receive (and am not currently receiving) a benefit under any Buyer Entity pension plan. OR

 ___ I am eligible to receive benefits under a Buyer Entity’s pension plan.

3. I am not currently employed by any Buyer Entities and will not accept employment with a Buyer Entity that commences during the period I am employed by Company.

4. If (a) I am a Buyer Entities retiree, I have not and will not provide any services on Buyer Entities matters, or (b) I am not a Buyer Entities retiree, I have not provided, and will not provide, services designated by a Buyer Entities as “Staff Augmentation” services on Buyer Entities’ matters, regardless of whether such services were provided by me as an employee of Company or any other third party employer or regardless of hours worked, for a total period in excess of one year, unless Buyer or an authorized Affiliate has granted me a written exception to such one-year period prior to reaching the one year aggregate period.

CONTRACTOR PERSONNEL

Signed: _____

Print Name: _____

Date: _____

Note: An executed acknowledgement shall be provided to Contractor named above.