

Indigenous Business ISN Incentive Program – Terms & Conditions

Project:

To support various FortisBC Energy Inc. and FortisBC Inc. (together, “FortisBC”) business priorities, including the Indigenous supply chain strategy, an Indigenous Business ISN Incentive Program has been established by FortisBC to support small Indigenous businesses with a one-time set up fee and an annual subscription fee for ISNetworld which is a pre-qualification system to pre-qualify all vendors who will be conducting moderate to high-risk work (as defined by FortisBC’s ‘Contractor Prequalification Criteria’) as a contractor for FortisBC.

Please note: The Indigenous Business ISN Incentive Program has a limited budget and any incentive granted hereunder will be dispersed to eligible applicants on a first-come, first served basis, based on the timing of receipt and acceptance of the application by FortisBC at its sole discretion.

Application

Applications may be advertised through FortisBC’s corporate website fortisbc.com/about-us/work-with-us#tab-1 and must be received in the indigenous.initiatives@fortisbc.com inbox and/or through individual email communication. The application will be assessed by a review team comprising of C&IR senior manager, Indigenous Initiatives manager and Indigenous Relations manager and must comply with the program terms and conditions as set out below.

Information collected will include company and business contact information, as described on the application form.

[ISNetworld Subscription Support Application \(fortisbc.com\)](https://fortisbc.com/about-us/work-with-us#tab-1)

Indigenous Business Incentive (ISNetworld) Program (the “Program”) - Terms & Conditions

By submitting an application form (each an “Applicant”) to be considered for the incentive, the Applicant acknowledges and agrees to the following terms and conditions:

Eligibility:

1. Applicant must be a contractor or vendor who is an “Indigenous-Owned Business”: For the purposes of the Indigenous Business ISN Incentive Program, FortisBC defines an Indigenous-Owned Business as a company that’s wholly or partially owned or controlled by one or more Indigenous individuals, businesses or communities in British Columbia.
2. Applicant must be subscribing to ISNetworld for the first time.
3. Each Applicant must have 19 or less full or part time employees.
4. The Applicant must be in operation in BC for at least 3 years to a maximum of 5 years.

5. FortisBC, in their sole discretion, reserves the right to determine recipients eligible for funding and the amount of funding per eligible Applicant up to a maximum of \$1,500 each subject to available funds.
6. FortisBC reserves the right to reject or exclude any application or Applicant that does not comply with the application requirements or these terms and conditions.
7. FortisBC may promote its grant of funding to the Applicant, to the public, through whatever means FortisBC deems appropriate. FortisBC may request that an Applicant who receives funding takes part in media activities, such as photo opportunities, media calls or approvals for quotes for media materials, which the recipient must not unreasonably withhold or delay approval for such promotional activities.
8. The incentive granted hereunder is to be used by the successful Applicant, solely for the purposes of applying to ISNetwork's pre-qualification system, so that the Applicant may pre-qualify or meet certain technical, commercial, safety and/or other competencies for ISN certification in order for the Applicant to provide FortisBC with certain goods or services. FortisBC reserves the right to withdraw the incentive or demand repayment of the incentive in the event these purposes are not met.
9. FortisBC will inform successful Applicants of the approved amount and will require the successful Applicant to issue an invoice to FortisBC for the incentive amount approved along with GST if applicable. The invoice with Company name, contact details, GST number must be sent to Community & Indigenous Initiatives Manager, FortisBC Energy Inc 16705 Fraser Highway, Surrey BC V4N 0E8. Each successful Applicant, must pay their initial pre-qualification costs to ISNetwork and FortisBC will reimburse the Applicant for the incentive amount as approved by FortisBC hereunder by way of cheque and within 30 days upon receipt of the invoice.
10. If at any time, the Applicant is not able to apply for the Program, or the Program cannot be completed for any reason, the Applicant must immediately advise FortisBC and FortisBC reserves the right to withdraw funding or demand repayment of the incentive. The Applicant will comply with all applicable terms and conditions of ISNetwork and for ISN certification.
11. Decisions of FortisBC are final and binding and not subject to appeal. FortisBC may provide reasons for its funding decisions but is under no obligation to do so.
12. The Applicant agrees and acknowledges that ISNetwork and ISN certification is owned and operated by ISN Software Corporation ("ISN") and FortisBC, not being an owner, operator, creator or service provider of ISNetwork, the Program or ISN certification, makes no representations or warranties, expressed or implied, whatsoever as to the fitness of, the necessity for, the quality of, or the requirements of any product, service provided by ISN or of the Program, including certification granted by ISN. FortisBC accepts no liability or responsibility for the products, services or the Program, including certification by ISN. FortisBC accepts no responsibility or liability for the Program, including, but not limited to, the quality of the work done by ISN, or ISN's decision to certify the Applicant or not. The Applicant

- hereby indemnifies and holds harmless FortisBC, including its affiliates, and any of their respective officers, directors, employees, agents, contractors or representatives from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that FortisBC may sustain, incur, suffer or be put to at any time during or after the Applicant's participation in the Program. This section will survive the termination of the Applicant's participation in the Program.
13. The Applicant irrevocably waives any and all claims against, and irrevocably releases and agrees not to sue, FortisBC, its affiliates or any of its respective officers, directors, employees, agents, contractors or representatives for any and all loss or damage arising from the Applicant's participation in the Program or. This section will survive the termination of the Participant's participation in the Program.
 14. These terms and conditions are governed by and interpreted in accordance with the laws of the Province of British Columbia.