



**GLOBAL ENTERPRISE PURCHASE ORDER
GENERAL TERMS AND CONDITIONS
(Rev. 01.02.18)**

Applicability

These Global Enterprise Purchase Order General Terms and Conditions (“Terms and Conditions”) shall apply to purchases of all Goods and Services by the Las Vegas Sands Corp. and its Subsidiaries. The Buyer and Supplier may hereafter be referred to individually as the “Party” or collectively as the “Parties.” A copy of these Terms and Conditions can also be found on our website [here](#).

Special Provisions

The following Terms and Conditions contain certain provisions specifically applicable to those Suppliers providing Goods and Services to the below referenced individual Buyers (the “Special Provisions”). For questions regarding the applicability of any section of these Terms and Conditions to you as a Supplier, or for other general information, contact the following:

- Las Vegas Sands Corp. (USA): Department of Purchasing at (702) 414-2315 or Purchasing@sands.com;
- Venetian Casino Resort, LLC (USA): Department of Purchasing at (702) 414-2315 or Purchasing@sands.com;
- Sands Bethworks Gaming, LLC (USA): Director of Purchasing at (484) 777-7777 or bethlempurchasing@sands.com;
- Marina Bay Sands Pte Ltd. (Republic of Singapore): Department of Purchasing at +65 6688 8868 or mbs.procurement@MarinaBaySands.com; or
- Venetian Macau Limited and its subsidiaries, Venetian Cotai Limited and Venetian Orient Limited (Macau Special Administrative Region of the People's Republic of China): Department of Purchasing at Procurement_Inquiries_VML@sands.com.mo.

Special Provisions Attached

(Terms and Conditions Sections 1(k)(l); 2; 8, 13 (excluding MBS), 15, 17, 21, and 26 (as to VML only))

Las Vegas Sands Corp.....	Exhibit A
Venetian Casino Resort, LLC	Exhibit B
Sands Bethworks Gaming, LLC	Exhibit C
Marina Bay Sands Pte Ltd.	Exhibit D
Venetian Macau Limited	
and its subsidiaries, Venetian Cotai Limited and Venetian Orient Limited.....	Exhibit E

Acceptance

Purchase Orders referencing these Terms and Conditions constitute the Buyer’s offer to Supplier for the purchase of Goods and Services and may be accepted only in accordance with the below Terms and Conditions. In addition acceptance may also be conditional on the satisfaction of specific regulatory requirements as set out in the applicable Exhibit. Subject as aforesaid, Supplier shall be deemed to have accepted this offer and these Terms and Conditions in their entirety without modification upon the earlier of: (a) Buyer’s receipt (original, fax, or electronic delivery) of a signed copy of the Purchase Order from Supplier; (b) Supplier providing Buyer with written acceptance of the Purchase Order; or (c) Supplier commencing performance under the Purchase Order. Upon Supplier’s acceptance, the Purchase Order shall become a valid and binding obligation of the Parties. Buyer shall not be bound by any terms or conditions of Supplier’s order acknowledgement or acceptance forms, invoices, counter offers or other documents which propose any terms or conditions in addition to or differing from the Buyer’s Terms and Conditions, irrespective of whether any

of the same are in written or electronic form, and objection is hereby made to any such other terms or conditions of Supplier. Any terms or conditions proposed by Supplier that differ from or are in addition to Buyer's Terms and Conditions contained herein shall be void and of no effect whatsoever unless consented to in writing by the Buyer.

1. **DEFINITIONS.** As used within the Purchase Order, capitalized terms shall have the meaning set forth as follows:

- (a) "Acceptance" or "Accepted" means any one of the methods of accepting the Buyer's offer for the purchase of Goods and Services as set out in the Acceptance clause above.
- (b) "Applicable Documents" means the Purchase Order (including these Terms and Conditions) and any other agreement or arrangement between Buyer and Supplier related to the purchase of Goods and/or Services by Buyer.
- (c) "Buyer" means the specific legal entity on the face of the Purchase Order who is purchasing the Goods and Services from the Supplier.
- (d) "Customs Duties" means any taxes levied on the import or export of the Goods by customs authorities in the applicable jurisdiction of import and/or export.
- (e) "Delivery Destination" means the location where the Goods are to be delivered, or Services are to be performed by the Supplier and received by the Buyer.
- (f) "Description" means a detailed description of the Goods and Services ordered by the Buyer as set forth on the Purchase Order.
- (g) "Discounts" means any negotiated or agreed reduction in the Purchase Order price available to the Buyer, including without limitation, prepayment or prompt payment reductions in the purchase price.
- (h) "Exhibit" means the exhibit to these Terms and Conditions that contain Special Provisions applicable to the specific Buyer set forth on the face thereof.
- (i) "Extended Price" means the total UOM multiplied by its Unit Price.
- (j) "Freight Charges" means the cost incurred by the Supplier in shipment of the Goods to the Delivery Destination. Unless otherwise specified in the Purchase Order, Freight Charges shall be included in the Unit Price. If Freight Charges are to be in addition to the Unit Price, Freight Charges shall be invoiced to the Buyer at the actual cost incurred by the Supplier, and as a separate Purchase Order Line No. or Line Item.
- (k) "Goods" means any tangible merchandise or items of personal property purchased by the Buyer from the Supplier under the Purchase Order.
- (l) "Goods and Services" means the goods, services, software licenses, plans, drawings, information, data, documents, deliverables or other items, tangible or intangible, constituting the subject matter of the Purchase Order, which are to be, or have been furnished by the Supplier to the Buyer. The term "Goods and Services" is used herein for easy reference, and the obligations of the Supplier under the terms of the Purchase Order may include either or both.
- (m) "Hazardous Materials" shall have the meaning as defined in the applicable Exhibit for that specific Buyer.
- (n) "Insurance" shall have the meaning as defined in the applicable Exhibit for that specific Buyer.
- (o) "MSDS" means the Material Safety Data Sheet, provided by the Supplier, containing detailed information designed to provide both workers and emergency personnel with the proper procedures for handling or working with chemical substances. The MSDS shall provide information such as physical and chemical data (melting point, boiling point, flash point, reactivity etc.), toxicity, health effects, emergency and first aid procedures, storage, disposal, protective equipment, routes of exposure, control measures, precautions for safe handling and use, and spill/leak procedures. MSDS materials shall contain information complying with the more restrictive of:

- (i) the requirements for the jurisdiction of the Delivery Destination; or (ii) the United States of America Occupational Health and Safety Administration (“OSHA”) requirements as set forth in paragraph (g) of 29 CFR 1910.1200 (i.e. must be written in English and contain: the name of the chemical (same as on the label); the chemical and common names of the substance; a listing of the ingredients; a statement of the ingredients that are known carcinogens or that present other known hazards; and any specific hazards).
- (p) “Payment Terms” shall have the meaning as set forth in Section 2 of the Terms and Conditions, unless otherwise agreed by the Parties and set forth in the Purchase Order.
- (q) “Properly Documented Invoice” means a written statement from the Supplier to the Buyer, containing: (i) the Buyer’s Purchase Order Number, (ii) Date of Purchase Order; (iii) Delivery Destination; (iv) Description and Quantity of the Goods and Services provided; (v) date the Goods were delivered, or Services provided; (vi) for each of the individual Goods and Services: Purchase Order Line No., UOM, Unit Price, Extended Price, Freight Charges (if applicable), Taxes, Discounts, and total amount requested; (vii) reference to the Payment Terms; and (viii) any other information reasonably requested by the Buyer.
- (r) “Purchase Order” means Buyer’s written request for the Goods and Services (including the description, quantity, and price), and such request shall contain and incorporate these Terms and Conditions, and any other documents (or parts thereof) specified in the Purchase Order. Once Accepted by the Supplier, the Purchase Order shall become a legally binding contract between the Parties.
- (s) “Purchase Order Line No.” means the sequential line number that corresponds with the line on the Purchase Order.
- (t) “Purchase Order Number” means the individual number assigned to the Purchase Order by the Buyer.
- (u) “Purchasing Agent” means a representative of the Buyer authorized to purchase Goods and Services (and issue Purchase Orders) on behalf of Buyer.
- (v) “Quantity” means the quantity of the Goods and Services being requested and purchased by the Buyer as stated in the Purchase Order.
- (w) “Shipping Container” means the package or container the Goods are placed in for transit to the Buyer, and containing the Shipping Label on the outside thereof. All Shipping Containers shall be of uniform size and content, except for residual quantities. Any specialized or nonstandard Shipping Container(s) must be agreed in writing between the Parties prior to their shipment. Each Shipping Container shall be clearly marked with the Shipping Container number and total number of Shipping Containers (e.g. 1 of 4, etc.).
- (x) “Shipping Label” means for those Goods to be shipped to the Buyer, a clear weatherproof label on the exterior of each package of sufficient size as to be easily seen, and containing at a minimum, the following legibly printed information: (i) the complete address of Supplier and Buyer; (ii) the Purchase Order Number; (iii) the name of the Purchasing Agent; and (iv) the name and phone number of Supplier’s designated point of contact regarding the shipment. Additionally, upon request of the Supplier or Buyer, the Shipping Label may include: (a) the specification number; (b) the project name; and/or (c) any other information reasonably requested by Supplier or Buyer that would assist the freight company, carrier, and/or Parties in the timely and accurate shipment and receipt of the Goods. For those shipments where it is reasonably likely that additional Shipping Labels would improve the shipping process, or where the package or container is oversized (as reasonably determined by Supplier, but in any event larger than 48”x48”x48”), the Supplier shall affix a minimum of two (2), Shipping Labels to the outside thereof.
- (y) “Subsidiaries” means the following Las Vegas Sands Corp. entities: (i) Venetian Casino Resort, LLC; (ii) Sands Bethworks Gaming, LLC; (iii) Marina Bay Sands Pte Ltd.; (iv) Venetian Macau Limited; (v) Venetian Cotai Limited; and (vi) Venetian Orient Limited.
- (z) “Supplier” means the individual, partnership, corporation or business to whom the Purchase Order is issued.
- (aa) “Taxes” means only Buyer’s sales and use taxes, and excludes all other taxes, duties and fees of any kind whatsoever.

- (bb) "Terms and Conditions" means this document and Section Nos. 1 through 26 detailed herein, which shall be binding on both Parties upon Supplier's Acceptance of the Purchase Order.
- (cc) "Travel Expenses" means the cost of any travel authorized in writing by the Buyer and required in the performance of Services under the Purchase Order. In the event that any travel is authorized and required, all travel arrangements (air, car rental, other travel and lodging) shall be subject to the Buyer's then current travel policy, and made through the Buyer's travel services department by contacting the Buyer's Manager of Travel Services at Phone: +1 757-622-2887, Fax: +1 757-622-4626, or by email to: travelservices@sands.com. If travel arrangements are not made through the Buyer's Travel Services Department, Buyer shall have no obligation to pay for or otherwise reimburse Supplier for any travel expenses. Excessive or unreasonable expenses will not be reimbursed (e.g., alcohol consumption, gourmet restaurants, hotel mini-bar utilization, in-room movies, in-room internet access, etc.). Air travel must be economy class with tickets purchased a minimum of fourteen (14) days in advance (unless a shorter time is requested and authorized by the Buyer). Clear and legible original receipts must be provided for all reimbursable expenses. A copy of Buyer's current travel policy may be requested at any time by contacting Buyer's Travel Services Department.
- (dd) "Unit Price" means the amount charged by Supplier for each UOM.
- (ee) "UOM" means the unit of measurement of the Goods and Services purchased by the Buyer under the Purchase Order (the packaging of the Goods to be purchased including each, box, package, dozen, etc.; or the method to determine the quantity of services including days, hours, etc.).
2. **PAYMENT TERMS.** Upon delivery and Acceptance of Goods and Services, Supplier shall invoice the Buyer by sending a clear copy of the Properly Documented Invoice and any required supporting documentation (i.e. travel receipts, etc.) to the accounts payable address listed on the applicable Exhibit. The Buyer will pay all undisputed requests for payment in accordance with the payment term as set forth on the applicable Exhibit. Any payment deadlines with respect to Goods and Services shall not be deemed to run until the later of: (i) the date of Buyer's Acceptance of the Goods and Services; and (ii) the date a Properly Documented Invoice is received by Buyer. The prices for Goods and Services on the front of the Purchase Order is complete and shall include (in accordance with Delivery Duty Paid ("DDP") terms), the purchase price, packaging, labeling, Customs Duties, Freight Charges and Travel Expenses, storage and Insurance (unless sold on different delivery terms as specifically set forth on the Purchase Order). Unless otherwise exempt, the Buyer will be responsible for the payment of Taxes. Payment delivery dates and discount periods will be measured from the date the check is placed in the mail or payment is otherwise transferred to Supplier. In the event testing is required prior to Acceptance, any discount time shall begin upon completion of all tests. All payments shall be made via Electronic Funds Transfer ("EFT") to Supplier's bank account unless otherwise requested and approved by Buyer. Buyer utilizes an Automated Clearing House (ACH) debit procedure to administer EFT payments. Supplier should contact the Accounts Payable Department listed on the applicable Exhibit to obtain the necessary ACH and EFT forms. FAILURE TO CONTACT THE PURCHASING DEPARTMENT MAY DELAY PAYMENT TO SUPPLIER. For additional Buyer specific Payment Terms, reference the applicable Exhibit.
3. **DELIVERY AND ACCEPTANCE.** The time, quantity, and accuracy of all deliveries of Goods and Services are of the essence and shall take place in accordance with the instructions set forth on the Purchase Order. Supplier shall immediately notify the Buyer of any delays in performance of any of Supplier's obligations under any Purchase Order. Shipment of Goods shall be DDP Delivery Destination (in accordance with Incoterms 2010). All Goods must be correctly classified in order to secure the lowest possible shipment and Insurance rates. Supplier shall suitably pack or otherwise prepare for shipment all Goods in a proper Shipping Container. Supplier shall also affix the proper Shipping Label to the outside of the Shipping Container, and comply with all carrier requirements. All Goods shall be preserved, packaged, and packed in accordance and compliance with normal commercial practices and applicable laws, customs and regulations. Supplier shall ensure that MSDS information and documentation is given to Buyer prior to and accompanying each and every shipment of Goods containing Hazardous Materials. Any Shipping Container containing Hazardous Materials must state in clear and bold letters "MSDS Information Enclosed." Buyer may test or inspect all Goods and Services delivered, but Buyer's inspection, testing or payment (or lack of inspection, testing or payment) shall not in any way be deemed Acceptance of such Goods and Services or a waiver of any right or warranty benefiting the Buyer and does not preclude the Buyer from rejecting defective

Goods and Services that do not meet Buyer's specifications. Title and all risk in the Goods shall remain with Supplier until the Goods are delivered to (with delivery to be evidenced solely by a delivery receipt signed by an authorized agent of the Buyer) and Accepted by, the Buyer.

In addition to any and all of Buyer's rights provided hereunder and/or by operation of law, Buyer shall have the right to replace defective and/or non-conforming Goods by buying from other suppliers Goods that are reasonably similar to Supplier's Goods. In the event that Buyer exercises such rights, Supplier shall reimburse Buyer for any and all costs incurred by Buyer in obtaining the replacement Goods and for all amounts paid by Buyer to Supplier that were not used by Supplier to produce or otherwise obtain the Goods.

4. **CONFIDENTIALITY; MARKETING RESTRICTIONS; AND PRESS RELEASES.** All information arising from or relating to the Purchase Order, Buyer, or the provision of Goods and Services thereunder, should be considered "Confidential Information." Supplier may only use Confidential Information for the purpose of performing its obligations under the Purchase Order and shall not disclose Confidential Information to any third-party without the Buyer's prior written consent. Upon completion of the provision Goods and Services, or anytime at Buyer's request, Supplier shall promptly return all documents and other materials that contain or relate to Confidential Information. Confidential Information does not include information that is: (i) rightfully known by Supplier before negotiations leading to the Purchase Order; (ii) independently developed by Supplier without use of the Confidential Information; (iii) part of the public domain; or (iv) is lawfully obtained by Supplier from a third-party without any violation of confidentiality.

Supplier may not publish or sell any information derived from or relating to the Applicable Documents without the prior written consent of the Buyer. This restriction does not apply to the use of the Buyer's name in a general list of customers, so long as the list does not represent an express or implied endorsement of Supplier or their goods or services.

Supplier shall not, without Buyer's prior written consent, make any news release, public announcement, denial or confirmation of the Purchase Order, its value, or its terms.

5. **WARRANTIES.** Supplier hereby agrees to provide the following minimum warranties and guarantees to Buyer in relation to the Goods and Services supplied:
- (a) All Goods and Services delivered shall: (i) conform completely with the Purchase Order and all specifications; (ii) conform to all approved samples, descriptions, brochures and manuals furnished by Supplier to Buyer; (iii) be free from defects including any defects in materials, workmanship, and design; (iv) be free from liens, restrictions, reservations, security interests, encumbrances or third-party claims of any kind (including claims based on intellectual property infringement); (v) be suitable for, and perform in accordance with, the particular purposes for which they were purchased by Buyer and for which they were designed, manufactured or constructed (including the warranties of merchantability and fitness for the particular purpose); (vi) with respect to Services, be provided by individuals with the expertise, skills, training and professional education to perform the Services in a professional and workmanlike manner; and (vii) to the extent Goods will be or are used in combination with other of Buyer's software, hardware or firmware, properly interoperate with such software, hardware or firmware, including, without limitation, the exchange of date/time data.
 - (b) Neither the Goods and Services, nor Buyer's use thereof, will constitute an infringement of any patent, copyright, trademark, service mark, intellectual property right, a misappropriation of any trade secret or the violation of a right of publicity, nondisclosure obligation, or a violation of any other agreement that the Supplier may have with any third-party.
 - (c) Goods requiring the use of any software or data will not contain any software viruses or other malicious computer instructions, devices or techniques that were designed to (or can be used to) threaten, infect, damage, disable, shut down, or improperly extract information from a computer system or any component of a computer system, including its security or user data.
 - (d) Any software provided by the Supplier, either directly or by the Supplier acting as a reseller, shall include a

perpetual software license from the software manufacture, and as a condition of continued use, the Buyer shall not be obligated to any additional ongoing costs or charges, including, without limitation, charges for software support and maintenance.

- (e) Supplier shall maintain compliance with all applicable environmental laws, rules and regulations with respect to all Goods, Shipping Containers, facilities or other items or locations related to any of Supplier's obligations under the Applicable Documents.
- (f) To the extent that Buyer resells or otherwise transfers the Goods, Supplier and manufacturer's warranties shall be passed through and available to Buyer's affiliates, customers, or other transferees.
- (g) The above warranties shall remain in effect for the longer of: (i) the manufacturer's warranty; (ii) the Supplier's warranty; (iii) that period of time as stated on the face of the Purchase Order; or (iv) one (1) year after the date on which the Goods and Services are Accepted by the Buyer.
- (h) Each of the above warranties shall be deemed to be a condition to the effectiveness of the Purchase Order, as well as a warranty, and shall not be deemed to exclude other rights, warranties, or remedies in law or equity, and all such rights, warranties, and remedies are cumulative and may be exercised concurrently or separately.

In the event that any of the Goods and Services supplied by Supplier do not conform with the above warranties and Buyer rejects the same, Buyer may, at its option and at Supplier's expense: (w) reduce the quantity of Goods and Services ordered under the Purchase Order by the quantity of non-conforming Goods and Services; (x) require Supplier to replace or repair the non-conforming Goods and Services; and/or (y) exercise any other applicable rights or remedies applicable to Buyer. If Supplier does not promptly correct defects or replace non-conforming Goods and Services, Buyer may, at Supplier's expense, make corrections, replace the defective or non-conforming Goods and/or Services or procure another provider to supply or perform such Goods and/or Services. If Supplier fails to inform Buyer in writing within forty-eight (48) hours of Buyer's rejection of non-conforming Goods (or such shorter period as is reasonable under the circumstances) of the manner in which non-conforming Goods are to be disposed, Buyer shall be entitled to dispose of the non-conforming Goods in any reasonable manner without liability to Supplier, including the shipment of any defective or non-conforming Goods back to Supplier at Supplier's expense. Supplier will bear all risk of loss with respect to all defective or non-conforming Goods and will promptly pay or reimburse all costs incurred by Buyer to return, store or dispose any defective or non-conforming Goods. Buyer's payment for any defective or non-conforming Goods will not constitute Acceptance by Buyer, limit or impair Buyer's right to exercise any rights or remedies, or relieve Supplier of responsibility for the defective or non-conforming Goods.

6. INDEMNIFICATION AND INSURANCE.

- (a) Supplier shall indemnify, defend and hold harmless the Buyer, its parent, subsidiaries, and affiliates, and each of their respective customers, officers, directors, employees, and agents against any third-party claim, demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) brought against any one of them resulting from: (i) any actual or alleged act, error, omission, violation of applicable law or other conduct by Supplier, its employees or agents, including injury or death to persons and loss of, or damage to, tangible and intangible property; (ii) any actual or alleged breach or inaccuracy of any warranty, representation, covenant or other term made by Supplier in the Applicable Documents, including in Section 8 of these Terms and Conditions; or (iii) any actual or alleged infringement of any patent, copyright, trademark, intellectual property right or Supplier's misappropriation of any trade secret or violation of any right of publicity or nondisclosure obligation.
- (b) If Buyer's purchase or use of Goods and Services is enjoined, at Buyer's option and Supplier's expense, Supplier shall: (i) provide replacement non-infringing Goods and Services; (ii) modify the infringing Goods and Services so the infringement is removed; or (iii) refund the purchase price of the infringing Goods and Services.
- (c) Prior to, and while providing Goods and Services to the Buyer, Supplier shall obtain and maintain, at its own expense all required Insurance (see, § 1(l)) and provide Buyer with evidence of compliance therewith.

7. **INTELLECTUAL PROPERTY OWNERSHIP AND USE.** Any Goods and Services, or works of authorship and deliverables purchased under a Purchase Order that qualify as a Work Made for Hire under applicable copyright law, shall be considered a Work Made for Hire under the United States Copyright Act and, at all stages of development, shall be and remain the sole and exclusive property of the Buyer. To the extent that such works of authorship and deliverables do not qualify under applicable law as works made for hire, Supplier nevertheless agrees to promptly disclose and assign, and hereby assigns to the Buyer any and all intellectual property generated, conceived or developed under the Purchase Order including but not limited to, all patent, copyright, and other intellectual property and proprietary rights in the Goods and Services, works of authorship, and deliverables developed by Supplier under the Purchase Order. At no additional charge to Buyer, Supplier shall provide reasonable assistance to Buyer to secure intellectual property protection, including but not limited to, assistance in the preparation and filing of any patent applications, copyright registrations, and the execution of all applications, assignments or other instruments for perfection or protection of title. Supplier will pay its employees any compensation due in connection with the assignment of any intellectual property or invention. Supplier warrants to Buyer that Supplier's employees are subject to agreements that will secure Buyer's rights under this Section. As used in this Section 7, a "Work Made for Hire" is as defined in the United States Copyright Act, 17 U.S.C. § 101. If such assignment is not possible under any applicable law, Supplier hereby grants an exclusive, royalty-free, perpetual license to Buyer with respect to such works of authorship.

Nothing in the Purchase Order grants Supplier the right to use any trademarks, service marks, trade names or logos proprietary to Buyer. If Supplier is granted a right to use Buyer marks, Supplier will do so only in strict compliance with Buyer's guidelines.

8. **GRATUITIES; INDUCEMENT AND CORPORATE RESPONSIBILITY.** Supplier (or any agent or representative of Supplier) shall not offer or provide gratuities to any employee of Buyer. Failure of Supplier to honor this commitment may, at Buyer's option, result in immediate termination of the Purchase Order in accordance with Termination for Default (defined below), without provision for cure. Supplier is prohibited from providing, offering, or attempting to offer kickbacks or soliciting or accepting kickbacks. Supplier will make their employees aware of the restrictions in this Section 8, shall report in writing and/or telephonically any violation to Buyer's ethics hotline as set forth in the applicable Exhibit, and shall cooperate fully with Buyer or government agency's investigating of a possible violation. The substance of this clause shall be included in all subcontracts issued under the Purchase Order. Buyer has established a compliance and ethics hotline to enhance Buyer's commitment to maintain the highest business ethics and standards. Appropriate and prudent use of this hotline/website is a means by which Supplier can help preserve the integrity of Buyer's business, and the manner in which the parties are perceived by co-workers, regulators, customers, suppliers, competitors and community. Buyer therefore strongly encourages Supplier to immediately report misconduct that it become aware of by calling (888) 469-1536, or by logging on to Buyer's website at www.lvscethics.com. In addition to the preceding reporting option, Supplier may at any time contact Buyer's management regarding any actual or alleged violation of ethics.

In connection with providing Goods and Services hereunder and its own business, Supplier shall comply, and cause its subcontractors to comply, with all applicable local, state, federal, and international rules, laws, and regulations related anti-corruption, anti-money laundering, and gaming, including those governing the providing of incentives, inducements, kickbacks, gratuities or bribes, including without limitation the U.S. Foreign Corrupt Practices Act of 1977 (FCPA) (15 U.S.C. §§ 78dd-1, et seq.) which precludes giving, offering or agreeing to give anything of value to foreign government officials or holders of and candidates for public office or political parties, their families and agents, directly or indirectly, in connection with obtaining or maintaining contracts or orders or obtaining other benefits.

In addition, Supplier, and any Goods or Services supplied by Supplier, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination related to the manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Goods or Services.

In furtherance of Supplier's compliance with all applicable laws and regulations, and specifically as related to FCPA compliance, Supplier makes the following representations and warranties:

- (a) Supplier warrants that all information supplied by Supplier is complete, truthful, and accurate, and that Supplier shall not obtain on Buyer's behalf or provide to Buyer any information which is not legally available or which is procurement-sensitive, proprietary, or classified where there is reason to believe that possession of such information is unauthorized, illegal, or unethical.
- (b) Supplier agrees (i) to keep complete and accurate books and records, including a full record of all expenses directly or indirectly related to Buyer, and (ii) that all payments to third parties shall be supported by written, detailed invoices. Buyer shall have the right, from time to time, to inspect or audit the books and records of Supplier relating to the Supplier's activities on behalf of the Buyer.
- (c) Supplier warrants that in performing the duties required hereunder, Supplier will comply with all laws, regulations, and administrative requirements, including but not limited to fair competition and anti-corruption laws, and shall take no action which would subject the Buyer to penalties under United States or Foreign laws, regulations, or administrative requirements.
- (d) Supplier warrants that in providing its services to Buyer, Supplier is fully qualified to assist Buyer under all laws, regulations, and administrative requirements, and that, to the extent required by applicable law, regulation, or administrative requirement, Supplier has obtained licenses or completed such registrations as may be necessary or required to perform its duties as set forth hereunder.
- (e) Supplier warrants that, in connection with its services to the Buyer, Supplier has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any employee or official of any government or any agency or instrumentality thereof, including state-owned enterprises, or to any official of any political party, or to anyone acting on such employee or official's behalf, in exchange for business or unfair advantage.
- (f) Supplier represents and warrants that: (i) neither Supplier nor any of Supplier's employees or officers is an official, employee, or active member of the armed services; an official or employee of the government; an official of a political party, or a candidate for political office; or an officer, director, or employee, or an "affiliate" (as defined in regulations under the U.S. Securities Exchange Act of 1934) of a customer or potential customer of the Buyer; and, (ii) while performing hereunder, no government official, and no official of a government agency or instrumentality, is or will become associated with, or will own or presently owns an interest, whether direct or indirect, in Supplier, or has or will have any legal or beneficial interest in the Purchase Order or the payments made by the Buyer hereunder.
- (g) Supplier warrants that Supplier has not and will not pay or tender, directly or indirectly, any commission or finder's or referral fee to any person or firm in connection with its activities on behalf of the Buyer.
- (h) Supplier warrants that it has not paid, or offered, or agreed to pay any political contributions or donations with respect to any business received by Buyer or any of its affiliates. Supplier shall not perform any activity undertaken to promote, advocate, influence or oppose some official action of the executive or legislative branch or oppose some official action of the executive or legislative branch of any federal, state or local government ("Lobbying") and Supplier is not engaged as a lobbyist, and therefore may not represent itself on the Buyer's behalf or to the Buyer's benefit to the executive, legislative or administrative branches of governments. Supplier agrees that, prior to making any written or oral communication with any representative of any state, territory or federal entity, or of any political subdivision thereof, Supplier shall obtain the written pre-approval of the Buyer's General Counsel for any such communication and will provide written proof to the Buyer of any registration required of Supplier by law in connection such communications or activities.
- (i) Supplier warrants that Supplier is familiar with, and shall comply in all respects with, U.S. laws, regulations, and administrative requirements applicable to the Buyer's relationship with Supplier, including, but not limited to, the Foreign Corrupt Practices Act (FCPA), Export Administration Act, as amended, the Anti-boycott Regulations and Guidelines issued under the Export Administration Act, as amended, Section 999 of the Internal Revenue Code, as amended (Anti-boycott Regulations), and all U.S. laws regarding prohibited transactions under the Office of Foreign Assets Control (OFAC). The Buyer acknowledges that upon Supplier's request it will furnish Supplier with copies of applicable U.S. laws and regulations.

- (j) Supplier warrants that, in the event that Supplier is to provide any Goods or Services to Buyer, in any county other than that exclusively of the United States, or upon Buyer's request, Supplier will complete, sign, and return to the Buyer, Buyer's FCPA Disclosure statement, and Supplier will immediately provide the Buyer with any supplementary report pursuant to the requirements of such FCPA Disclosure statement
- (k) Supplier warrants that at all times Supplier will act in the best interests of the Buyer and will take no actions which are or may be detrimental to the Buyer.
- (l) Supplier represents and certifies that Supplier has not been convicted of or pleaded guilty or nolo contendere to an offense involving fraud, corruption, or moral turpitude, and that it is not now listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government procurement programs.
- (m) Supplier hereby acknowledges receipt of a copy of (i) the Buyer's "Code of Business Conduct" provided to Supplier via Supplier's access at https://s21.q4cdn.com/635845646/files/doc_downloads/governance_documents/Code-of-Business-Conduct-and-Ethics_May-2016-English.pdf and (ii) the Buyer's "Supplier Code of Conduct" provided to Supplier via Supplier's access at <https://www.sands.com/content/dam/corporate/sands/master/main/home/procurement/Supplier%20Code%20of%20Conduct.pdf> and by providing Goods and Services hereunder, Supplier warrants and certifies that it fully understands the Buyer's policy with respect to international sales transactions and relations with customers and suppliers, and that Supplier will do nothing in the performance of the services required under this Purchase Order which will be in conflict with such Code of Business Conduct or Supplier Code of Conduct. Buyer reserves the right to audit the practices and procedures of Supplier at any time to ensure Supplier's compliance with Buyer's Code of Business Conduct and Supplier Code of Conduct referenced above.
- (n) In carrying out its obligations under its warranties, Supplier warrants that Supplier will, among other things, exercise diligence in selecting any employees or agents, provide appropriate training to them, and monitor their activities to ensure that such are consistent with the warranties made by Supplier hereunder, including reviewing both the Code of Conduct and Buyer's requirements hereunder with any employee of the Supplier performing services on behalf of the Buyer.
- (o) In performing its obligations hereunder and under any of the Applicable Documents, Supplier agrees to comply with all United States and international applicable laws, regulations, and administrative requirements, and to not make or permit to be made or knowingly allow a third party to make any improper payments, or to perform an unlawful act. Supplier will execute all of the certifications required by Buyer, and agrees to promptly furnish such further certificates as may be requested by the Buyer from time to time. Supplier's obligation under this subsection include a continuing commitment to furnish such additional information as necessary to ensure the completeness and accuracy of all such information previously requested or provided. Failure or refusal to promptly furnish any requested certificate or disclosure upon request from the Buyer or as required hereunder may be the basis for immediate termination of this Purchase Order.
- (p) Supplier represents and warrants that they will obtain written pre-approval from the Buyer's Chief Compliance Officer and General Counsel for all entertainment related expenses, that all entertainment will comply with the Buyer's policy and its Code of Conduct, and that all requests for reimbursements for entertainment will be accompanied by valid receipts detailing persons in attendance, positions of same and purposes of the expense, and proof of written pre-approval of entertainment.
- (q) Supplier agrees to give immediate written notice to the Buyer in the event that, at any time during the term hereof,
 - (i) Supplier has or believes it may have failed to comply with, or has or believes it may have breached any of its representations, warranties or covenants hereunder or under any of the Applicable Documents, or
 - (ii) it is alleged that Supplier has made improper payments in connection with its performance hereunder or thereunder. In the event Supplier failed to comply with, or has breached any of its representations, warranties or covenants hereunder or under any of the Applicable Documents, or any allegation of improper payments is made, all of the Applicable Documents shall be null and void from the time of such non-compliance or breach and Buyer will be immediately entitled to be fully indemnified with respect to any damages arising from such non-compliance or breach.

The foregoing warranties shall survive indefinitely.

9. **ASSIGNMENT AND SUBCONTRACTING.** The Supplier may not assign its rights, delegate its duties, or subcontract the provision of any Goods and Services under the Purchase Order without the prior written consent of the Buyer. Any permitted assignment or delegation shall not relieve Supplier of its obligations under the Purchase Order. With written notice to the Supplier, Buyer may assign any or all of the Purchase Order to any parent, affiliate, or subsidiary of the Buyer. Any attempted assignment of a Purchase Order other than that as set forth herein shall for all intents and purposes be void.

10. **TERMINATION (CONVENIENCE AND DEFAULT).** In addition to any other rights of Buyer to terminate the Purchase Order, the Buyer may at any time and for any reason (including no reason) terminate for convenience further performance of any or all of the Applicable Documents by giving written notice to Supplier (“Termination for Convenience”).

Buyer’s sole liability for Termination for Convenience shall be limited to the contract price for all Goods and Services that have been completed in accordance with the Purchase Order as of the termination date, delivered and accepted by the Buyer, and not previously paid for. Buyer has the option, but not the obligation, to purchase from Supplier any or all raw materials and work-in-process related to the Goods under the Purchase Order which are useable and in a merchantable condition. If Buyer exercises this option, the purchase price for such raw materials and work-in-process will be the actual costs of work-in-process and raw materials incurred by Supplier in furnishing the Goods and Services under the Purchase Order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Purchase Order, less the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Supplier with Buyer’s written consent. In no event shall Buyer be required to pay for finished goods, work-in- process or raw materials which Supplier fabricates or procures in amounts that exceed those Buyer authorizes in delivery releases nor will Buyer be required to pay for any goods or materials that are in Supplier’s standard stock or that are readily marketable. Payments made under this Section will not exceed the aggregate price for finished goods that would be produced by Supplier under delivery or release schedules outstanding at the date of termination.

If Supplier, for any reason: (i) fails to ship or deliver Goods or perform Service in accordance with the terms of the Purchase Order, including failing to perform the same within times specified in the Purchase Order; or (ii) breaches any of the representations, warranties and covenants in these Terms and Conditions or any of the Applicable Documents, Buyer may by written notice to Supplier, and without liability (except for Goods and Services previously Accepted), terminate in whole or part any of the Applicable Documents, and Supplier shall be liable to Buyer for all damages that Buyer incurs as a result thereof, including the excess cost for substitute Goods and Services (“Termination for Default”). If Buyer terminates the Purchase Order under Termination for Default, Buyer, in addition to any other rights provided under the Purchase Order, may require the Supplier to transfer title and deliver to Buyer in the manner and to the extent directed by Buyer, any completed Goods or other partially completed Goods that the Supplier has specifically produced or acquired for the terminated portion of the Purchase Order and for which Buyer has provided payment.

11. **LIMITATION OF BUYER’S LIABILITY.** Buyer will not be liable for special, indirect, consequential (including, but not limited to, lost profits), special, exemplary or punitive damages arising out of or relating to any Applicable Document. Buyer’s liability for any claim of any kind arising out of or relating to the Purchase Order will not exceed the price of the Goods and Services giving rise to the claim.

12. **INDEPENDENT CONTRACTOR AND INSPECTION OF SUPPLIER’S FACILITIES.** Supplier and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the Buyer. Supplier shall be liable for the actions of any person, organization or corporation with which it subcontracts. The Buyer will at all times hold Supplier as the sole responsible party for the performance of the Purchase Order. Nothing contained in the Purchase Order or any subcontract awarded by Supplier shall create a partnership, joint venture or agency relationship. Neither Party shall have the right to obligate or bind the other Party in any manner to any third-party. All persons employed by Supplier in connection with its obligations under the Purchase Order shall be the sole and exclusive employees of, and paid by, Supplier. In connection with the employment of its employees, Supplier and any of Supplier’s permitted subcontractors shall pay all applicable social security, unemployment, worker’s compensation or other employment taxes or contributions of insurance, and shall comply with all federal,

state, local, and international laws and regulations relating to employment generally, including without limitation those laws regarding minimum wages, social security, unemployment insurance, worker's compensation and immigration.

Supplier, and any Goods or Services supplied by Supplier, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances and standards of the country(ies) of origin and destination related to the manufacture, labeling, transportation, importation, exportation, licensing, approval, performance and/or certification of the Goods or Services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicles safety.

The Supplier agrees to permit Buyer access to its facilities and subcontractor facilities, at reasonable times for the inspection of the Goods covered under any Applicable Document, and to disclose any and all processes used for producing Goods, at any time reasonable requested by Buyer. Buyer shall also have the right to test, at its own cost, the Goods to be supplied under the Purchase Order. Neither inspection at the Supplier's facilities nor testing shall constitute Acceptance of the Goods. If Buyer determines that the Goods are non-conforming, the Supplier shall be responsible for the payment of all actual and documented costs incurred by Buyer for testing and inspection.

13. **GAMING COMPLIANCE AND REGULATORY REQUIREMENTS.** Supplier understands and acknowledges that the Purchase Order, at Buyer's discretion, may be subject to Supplier and its principals completing and submitting to the Buyer a due diligence compliance questionnaire (including an Authorization for the Release of Information) and being found suitable by the Buyer's Gaming Compliance Committee. Notwithstanding any other provision in the Purchase Order to the contrary, Buyer may immediately terminate the Purchase Order without further obligation or liability to Supplier if, in the judgment of the Buyer's Gaming Compliance Committee, or representatives thereof, the relationship with Supplier could subject the Buyer to disciplinary action by gaming regulatory authorities or cause the Buyer to lose or become unable to obtain or reinstate any federal, state and/or foreign registration, license or approval material to the Buyer's business. Supplier further acknowledges and understands that the Buyer is subject to the regulatory jurisdiction of the various local, state, federal, and international regulatory agencies and that said regulatory agencies may investigate and/or disapprove any agreement that is believed to violate the laws of their respective jurisdiction.

In addition to the above, specific Regulatory Requirements for Buyer's jurisdiction are located on the applicable Exhibit.

Buyer has the right to request reasonable documents and information from the Supplier during the term of this Purchase Order to verify Buyer's general compliance with these Terms and Conditions.

14. **WAIVER.** Waiver of any of the terms of the Supplier's obligations shall not be valid unless it is in a writing signed by the Buyer. The failure of the Buyer to enforce any of the provisions of the Purchase Order, or to require performance of any of its provisions, shall not in any way be construed as a waiver of such provisions, affect the validity of any part of the Purchase Order, or affect the right of the Buyer to thereafter enforce each and every provision of the Purchase Order.

15. **CHOICE OF LAW.** The rights and obligations of the Parties are governed as set forth on the applicable Exhibit.

16. **WAIVER OF JURY TRIAL AND VENUE.**

- (a) Each Party waives its right to a jury trial in any court action arising between the Parties, whether under the Purchase Order or otherwise related to any of the Applicable Documents, and whether made by claim, counterclaim, third-party claim or otherwise.
- (b) Except to the extent necessary for Buyer to enforce indemnity or defense obligations under the Purchase Order, any court proceeding brought by either Party must be brought, as appropriate, in the proper court of jurisdiction located nearest to the Delivery Destination. Each Party agrees to personal jurisdiction in such court.

(c) The prevailing Party in any formal dispute will be entitled to its reasonable legal fees and costs, including reasonable expert fees and costs. If the prevailing Party rejected a written settlement offer that exceeds its recovery, the offering Party will be entitled to its reasonable legal fees and costs.

17. **COMPLIANCE; SECURITY; PARKING.** Supplier shall comply with all applicable local, state, federal, and international laws and regulations, take all precautions to prevent injury to persons or property damage, and adhere to Buyer's security and parking procedures. For compliance, security, and parking information related to a specific Buyer, see the applicable Exhibit.

18. **AMENDMENT; MODIFICATION AND PURCHASE ORDER CHANGES.** Except as otherwise set forth herein, the Purchase Order shall not be modified or amended except by the express written agreement of the Parties, and any other attempt to modify or amend the Purchase Order shall be null and void, and may not be relied upon by either Party.

Buyer may make changes within the general scope of the Purchase Order by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of the Purchase Order, an appropriate equitable adjustment shall be made. No change by Supplier shall be recognized without written approval of the Buyer. Any claim of Supplier for an adjustment under this Section 18 must be made in writing within thirty (30) days from the date of receipt by Supplier of notification of such change. Nothing in this Section shall excuse Supplier from proceeding with performance of the Purchase Order as modified.

19. **SURVIVAL OF OBLIGATIONS.** Any provisions of the Purchase Order that by its nature extends beyond termination of the Purchase Order or the Buyer's Acceptance of Goods and Services, including without limitation Sections 4, 5, 6, 7 and 8, shall survive such.

20. **TIME IS OF THE ESSENCE.** Time is of the essence in each Party's obligations.

21. **NOTICES.** All legal notices required pursuant to the terms and conditions of the Purchase Order or hereunder shall be in English, and unless an emergency situation dictates otherwise, in writing. Any notice required to be given shall be deemed to have been given when: (i) received by the Party to whom it is directed by hand delivery or personal service; (ii) transmitted by facsimile with confirmation of transmission; or (iii) sent by U.S. mail (or national overnight courier such as FedEx® or UPS®) via certified mail-return receipt requested (or if sent by courier, with proof of delivery) to the addresses on the face of the Purchase Order, WITH COPY FOR BUYER TO – See applicable Exhibit.

22. **THIRD PERSON LIABILITY AND INTERESTS; RIGHT OF SET OFF.** The Purchase Order is issued to the Supplier for the exclusive benefit of the Parties. The Purchase Order and transactions contemplated thereby are not intended to benefit any person or entity other than the Buyer and the Supplier, nor create any rights, powers or interest in any third-person whatsoever. With respect to any monetary obligations of Supplier or Supplier's affiliates to Buyer or Buyer's affiliates, including without limitation, direct and indirect losses, costs and damages resulting from Supplier's failure to timely deliver Goods and Services, the failure of any Goods and Services to conform to applicable warranties or other breach by Supplier of this Purchase Order, Buyer may at any time, as applicable, recover, recoup or setoff such amounts by deducting such amounts from any sums that are, or will become, owing, due or payable to Supplier or Supplier's affiliates by Buyer or Buyer's affiliates.

23. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of the Purchase Order, or these Terms and Conditions, or the occurrence of any event rendering any portion or provision of the Purchase Order void, shall in no way affect the validity or enforceability of any other portion or provision of the Purchase Order. Any void provision shall be deemed severed from the Purchase Order, and the balance of the Purchase Order shall be construed and enforced as if the Purchase Order did not contain the particular portion or provision held to be void. The Parties shall amend the Purchase Order to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Purchase Order from being void should a provision which is of the essence of the Purchase Order be determined void.

24. **SECTION HEADINGS.** The section headings in these Terms and Conditions are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections to which they pertain.
25. **ENTIRE AGREEMENT AND INCORPORATION.** The Purchase Order and these Terms and Conditions (including applicable Exhibits) constitute the entire agreement between the Parties with regard to the Goods and Services and supersede all previous representations, statements, negotiations, commitments and writings related to such. Any terms on Supplier's web site, product schedule or other ordering document, or contained in any "shrink-wrap" or "click wrap" agreement, will have no force or effect if the provisions conflict with the terms of the Purchase Order. In the event of any conflict between these Terms and Conditions and any terms specifically set out on the front of a Purchase Order as a line item, the line item term shall prevail.
26. **LANGUAGE.** To the full extent permitted by law, the controlling language of the Purchase Order and these Terms and Conditions is English and any translation Supplier has received has been provided solely for Supplier's convenience. To the full extent permitted by law, all correspondence and communication between Supplier and Buyer under the Purchase Order and these Terms and Conditions must be in the English language. Notwithstanding the previous, Suppliers to Venetian Macau Limited – see, applicable Exhibit for additional information and terms governing language issues.

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Exhibit A
Las Vegas Sands Corp. Special Provisions
Global Enterprise Purchase Order General Terms and
Conditions
for
Las Vegas Sands Corp.

The following special provisions are applicable to ***Purchase Orders issued in the name of Las Vegas Sands Corp.***

1. Section 1(k) “Hazardous Materials” shall mean: The definition provided in 49 Code of Federal Regulations §105.5 et al., available at: http://edocket.access.gpo.gov/cfr_2004/octqtr/pdf/49cfr105.5.pdf .
2. Section 1(l) “Insurance” shall mean: While providing Goods and Services under this Purchase Order, Supplier shall, at its own expense, obtain and maintain the following insurances, and provide evidence thereof to the Buyer, as follows: (i) if performing services at the Buyer’s location, Workers’ Compensation Insurance and Employer’s Liability Insurance protecting Supplier and Buyer from potential Supplier’ employee claims based upon job-related sickness, injury, or accident, during performance of services and in amounts as required by law of the Delivery Destination, and in no event less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Comprehensive General Liability (bodily injury, property damage, etc.) Insurance with respect to Supplier’s agents and company vehicles assigned to the activities performed under the Purchase Order in a policy limit of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate; (iii) if requested by the Buyer and set forth as a requirement on the Purchase Order, Errors and Omissions Insurance in the amount of one million dollars (\$1,000,000), protecting the Buyer against Supplier’s professional negligence, failure to perform professional duties, and breach of contractual obligations under the Purchase Order; and (iv) Blanket Commercial Umbrella Liability insurance in the amount of four million dollars (\$4,000,000) including but not limited to coverage for Personal Injury Liability, Property Damage Liability, Blanket Contractual Liability and Product Liability, limited to the operations and activities of Supplier under the Purchase Order.

All required insurance coverages shall be primary coverages regardless of any coverage maintained by the Buyer for any qualifying incident, and shall be issued by companies authorized to do business in the jurisdiction of the Delivery Destination. Required insurance policies in this Section 2(ii)(iv) shall name as Additional Insureds:

- For Nevada (USA) as Delivery Location: Las Vegas Sands Corp. (“LVS”), Venetian Casino Resort, LLC (“VCR”), Sands Expo & Convention Center, Inc. (“SECC”), Grand Canal Shops II, LLC (“GCS”) and Phase II Mall Subsidiary, LLC (“PIIMS”), each of their parent, subsidiaries and affiliates, and each of their officers, directors, agents, and employees in respects to the conduct of the named insured(s) in or about the property of LVS, VCR, SECC, GCS, and PIIMS.
- For a Delivery Destination other than Nevada (USA): Las Vegas Sands Corp. (“LVS”) and its parent, subsidiaries and affiliates, and each of their officers, directors, agents, and employees in respects to the conduct of the named insured(s) in or about the property of LVS.

With the exception of Worker’s Compensation and Employer’s Liability Insurances, all insurance required to be carried by Supplier shall include a full Waiver of Subrogation in favor of the Additional Insureds whereby Supplier waives any and every claim which arises in its favor and against the Buyer, or against any of the Additional Insureds set forth herein, for any and all loss or damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto. The Buyer reserves the right to request additional insureds when such are related to the Goods and Services being provided hereunder.

Insurance retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed ten thousand dollars (\$10,000.00) without the prior written approval of the Buyer.

Prior to the delivery of any Goods and Services, Supplier shall provide the Buyer with evidence of compliance with the terms of this Section 2, including a Certificate of Insurance. Thereafter, Supplier shall maintain coverage for the duration of providing Goods or Services under the Purchase Order and shall at all times provide the Buyer with evidence thereof. It is further agreed that Supplier and/or its insurance carrier shall provide the Buyer with a thirty (30) day advance notice of material policy modification or cancellation.

3. Section 2 (Accounts Payable Contact Information): Email to: _____
CORP_AP_AccountsPayableLVTeam@sands.com.
4. Section 2 (Payment Terms): Net 30 upon Buyer’s receipt of a Properly Documented Invoice.
5. Section 8 (Reporting of Ethics Violation): The Buyer has established a compliance and ethic’s hotline to enhance Buyer’s commitment to maintain the highest business ethics and standards. Appropriate and prudent use of this hotline/website is a means by which Supplier can help preserve the integrity of the Buyer’s business, and the manner in which the parties are perceived by co-workers, regulators, customers, suppliers, competitors and community. The Buyer therefore strongly encourages` Supplier to immediately report misconduct that they become aware of by calling (888) 469-1536, or by logging on to the

Buyer's website at www.lvscethics.com . In addition to the preceding reporting option, Supplier may at any time contact the Buyer's management regarding any actual or alleged violation of ethics.

6. Section 13 (Regulatory Requirements): Supplier acknowledges that Buyer and affiliates of Buyer are businesses that are, or may be, subject to extensive gaming regulations and that exist because of privileged licenses issued by governmental authorities relating to casino gaming ("Gaming Authorities"). Upon request, Supplier shall disclose the names of all officers and directors of Supplier, and unless a publicly traded corporation on a national stock exchange, Supplier shall disclose to Buyer all ownership interests in Supplier and all lenders or sources of financing. Supplier and its shareholders, members, principals, officers and others shall comply with requests from Buyer and its affiliates to undergo background investigations, to provide personal, financial and business information and to complete such forms and documentation and perform such other acts as may be requested by Buyer and its affiliates for gaming regulatory purposes. If requested to do so by Buyer, Supplier shall obtain any license, qualification, clearance or the like which shall be requested or required of Supplier by any Gaming Authority or any regulatory authority having jurisdiction over Buyer or any affiliate of Buyer. If Supplier fails to satisfy any requirements of this Section, or if Buyer or any affiliate of Buyer is directed to cease business with Supplier by any such authority, Buyer shall have the right to terminate the Purchase Order upon written notice without further liability by either Party. If Buyer shall in good faith determine that Supplier, or any of its officers, directors, employees, agents, designees or representatives, or partner, owner, member, or shareholder, or any lender or financial participant: (i) is or may be engaged in, or is about to be engaged in, any activity or activities or (ii) was or is involved in any relationship, either of which could or does jeopardize Buyer's business, reputation or such licenses, or those of its affiliates, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, then Supplier shall immediately (iii) terminate the relationship with the source of the problem, or (iv) cease the activity creating the problem. If Supplier does not comply with item (iii) or (iv) above, then Buyer may (v) require Supplier to specifically perform such obligation (the Parties recognizing that damages or other remedies would be inadequate under the circumstances), or (vi) terminate the Purchase Order without further liability by either Party. If the termination of any such activity or relationship would, in the judgment of Buyer's Corporate Compliance Committee (the "Committee") cure the regulatory concerns of the Committee, Supplier shall have thirty (30) days from written notice by Buyer within which to effect such cure (but in no event longer than the time available to fully comply with any requirement imposed by any Gaming Authority, any other governmental requirement or the fulfillment of the obligations of the Committee under the requirements of any Gaming Authority); provided, however, that Buyer shall have the right to terminate the Purchase Order, without further liability by either Party, if in the judgment of the Committee termination of the relationship or activity would not resolve the concerns of the Committee.

7. Section 15 (Choice of Law): This Purchase Order shall be governed by United States of America, Nevada Law (“Nevada Law”). Any disputes or claims hereafter shall be controlled by Nevada Law, without regard to choice of law issues.
8. Section 17 (Compliance, Security, and Parking): Supplier shall comply with all applicable local, state, and federal laws and regulations, take all precautions to prevent injury to persons or property damage, and adhere to Buyer’s security and parking procedures. Supplier may obtain on-site parking information by contacting Buyer’s Parking Compliance Officer at Ph. (702) 607-3952.
9. Section 21 (Buyer’s Copy Notice): Venetian Casino Resort, LLC, Attn. VP & General Counsel, 3355 Las Vegas Boulevard South, Las Vegas, Nevada, 89109 – Ph. (702) 414-4409 / Fax (702) 414-4421.

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Exhibit B
Las Vegas Sands Corp. Special Provisions
Global Enterprise Purchase Order General Terms and Conditions
for
Venetian Casino Resort, LLC

The following special provisions are applicable to **Purchase Orders issued in the name of Venetian Casino Resort, LLC.**

1. Section 1(k) “Hazardous Materials” shall mean: The definition provided in 49 Code of Federal Regulations §105.5 et al., available at: http://edocket.access.gpo.gov/cfr_2004/octqtr/pdf/49cfr105.5.pdf .
2. Section 1(l) “Insurance” shall mean: While providing Goods and Services under this Purchase Order, Supplier shall, at its own expense, obtain and maintain the following insurances, and provide evidence thereof to the Buyer, as follows: (i) if performing services at the Buyer’s location, Workers’ Compensation Insurance and Employer’s Liability Insurance protecting Supplier and Buyer from potential Supplier’ employee claims based upon job-related sickness, injury, or accident, during performance of services and in amounts as required by law of the Delivery Destination, and in no event less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Comprehensive General Liability (bodily injury, property damage, etc.) Insurance with respect to Supplier’s agents and company vehicles assigned to the activities performed under the Purchase Order in a policy limit of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate; (iii) if requested by the Buyer and set forth as a requirement on the Purchase Order, Errors and Omissions Insurance in the amount of one million dollars (\$1,000,000), protecting the Buyer against Supplier’s professional negligence, failure to perform professional duties, and breach of contractual obligations under the Purchase Order; and (iv) Blanket Commercial Umbrella Liability insurance in the amount of four million dollars (\$4,000,000) including but not limited to coverage for Personal Injury Liability, Property Damage Liability, Blanket Contractual Liability and Product Liability, limited to the operations and activities of Supplier under the Purchase Order.

All required insurance coverages shall be primary coverages regardless of any coverage maintained by the Buyer for any qualifying incident, and shall be issued by companies authorized to do business in the jurisdiction of the Delivery Destination. Required insurance policies in this Section 2(ii)(iv) shall name as Additional Insureds: Las Vegas Sands Corp. (“LVS”), Venetian Casino Resort, LLC (“VCR”), Sands Expo & Convention Center, Inc. (“SECC”), Grand Canal Shops II, LLC (“GCS”) and Phase II Mall Subsidiary, LLC (“PIIMS”), each of their parent, subsidiaries and affiliates, and each of their officers, directors, agents, and employees in respects to the conduct of the named insured(s) in or about the property of LVS, VCR, SECC, GCS, and PIIMS.

With the exception of Worker’s Compensation and Employer’s Liability Insurances, all insurance required to be carried by Supplier shall include a full Waiver of Subrogation in favor of the Additional Insureds whereby Supplier waives any and every claim which arises in its favor and against the Buyer, or against any of the Additional Insureds set forth herein, for any and all loss or

damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto. The Buyer reserves the right to request additional insureds when such are related to the Goods and Services being provided hereunder.

Insurance retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed ten thousand dollars (\$10,000.00) without the prior written approval of the Buyer.

Prior to the delivery of any Goods and Services, Supplier shall provide the Buyer with evidence of compliance with the terms of this Section 2, including a Certificate of Insurance. Thereafter, Supplier shall maintain coverage for the duration of providing Goods or Services under this Purchase Order and shall at all times provide the Buyer with evidence thereof. It is further agreed that Supplier and/or its insurance carrier shall provide the Buyer with a thirty (30) day advance notice of material policy modification or cancellation.

3. Section 2 (Accounts Payable Contact Information): Email to: CORP_AP_AccountsPayableLVTeam@sands.com.
4. Section 2 (Payment Terms): Net 30 upon receipt of a Properly Documented Invoice.
5. Section 8 (Reporting of Ethics Violation): The Buyer has established a compliance and ethic's hotline to enhance Buyer's commitment to maintain the highest business ethics and standards. Appropriate and prudent use of this hotline/website is a means by which Supplier can help preserve the integrity of the Buyer's business, and the manner in which the parties are perceived by co-workers, regulators, customers, suppliers, competitors and community. The Buyer therefore strongly encourages Supplier to immediately report misconduct that they become aware of by calling (888) 469-1536, or by logging on to the Buyer's website at www.lvsceethics.com . In addition to the preceding reporting option, Supplier may at any time contact the Buyer's management regarding any actual or alleged violation of ethics.
6. Section 13 (Regulatory Requirements): Supplier acknowledges that Buyer and affiliates of Buyer are businesses that are, or may be, subject to extensive gaming regulations and that exist because of privileged licenses issued by governmental authorities relating to casino gaming ("Gaming Authorities"). Upon request, Supplier shall disclose the names of all officers and directors of Supplier, and unless a publicly traded corporation on a national stock exchange, Supplier shall disclose to Buyer all ownership interests in Supplier and all lenders or sources of financing. Supplier and its shareholders, members, principals, officers and others shall comply with requests from Buyer and its affiliates to undergo background investigations, to provide personal, financial and business information and to complete such forms and documentation and perform such other acts as may be requested by Buyer and its affiliates for gaming regulatory purposes. If requested to do so by Buyer, Supplier shall obtain any license, qualification, clearance or the like which shall be requested or required of Supplier by any Gaming Authority or any regulatory authority having jurisdiction over Buyer or any affiliate of Buyer. If Supplier fails to satisfy any requirements of this Section, or if Buyer or any affiliate of Buyer is directed to cease business with Supplier by any such authority, Buyer shall have the right to terminate the Purchase Order upon written notice without further liability by either Party. If Buyer shall in good faith determine that Supplier, or any of its officers, directors, employees, agents, designees or representatives, or partner, owner, member, or shareholder, or any lender or financial participant: (i) is or may be engaged in, or is about to be engaged in, any activity or activities, or (ii) was or is involved in any relationship, either of which could or does jeopardize Buyer's business, reputation or such licenses, or those of

its affiliates, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, then Supplier shall immediately (iii) terminate the relationship with the source of the problem, or (iv) cease the activity creating the problem. If Supplier does not comply with item (iii) or (iv) above, then Buyer may (v) require Supplier to specifically perform such obligation (the Parties recognizing that damages or other remedies would be inadequate under the circumstances), or (vi) terminate the Purchase Order without further liability by either Party. If the termination of any such activity or relationship would, in the judgment of Buyer's Corporate Compliance Committee (the "Committee") cure the regulatory concerns of the Committee, Supplier shall have thirty (30) days from written notice by Buyer within which to effect such cure (but in no event longer than the time available to fully comply with any requirement imposed by any Gaming Authority, any other governmental requirement or the fulfillment of the obligations of the Committee under the requirements of any Gaming Authority); provided, however, that Buyer shall have the right to terminate the Purchase Order, without further liability by either Party, if in the judgment of the Committee termination of the relationship or activity would not resolve the concerns of the Committee.

7. Section 15 (Choice of Law): This Purchase Order shall be governed by United States of America, Nevada Law ("Nevada Law"). Any disputes or claims hereafter shall be controlled by Nevada Law, without regard to choice of law issues.
8. Section 17 (Compliance, Security, and Parking): Supplier shall comply with all applicable local, state, and federal laws and regulations, take all precautions to prevent injury to persons or property damage, and adhere to Buyer's security and parking procedures. Supplier may obtain on-site parking information by contacting Buyer's Parking Compliance Officer at Ph. (702)607-3952.
9. Section 21 (Buyer's Copy Notice): Venetian Casino Resort, LLC, Attn. VP & General Counsel, 3355 Las Vegas Boulevard South, Las Vegas, Nevada, 89109 – Ph. (702) 414-4409 / Fax (702) 414-4421.

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Exhibit C
Las Vegas Sands Corp. Special Provisions
Global Enterprise Purchase Order General Terms and Conditions
for
Sands Bethworks Gaming, LLC

The following special provisions are applicable to *Purchase Orders issued in the name of Sands Bethworks Gaming, LLC.*

1. Section 1(k) “Hazardous Materials” shall mean: The definition provided in 49 Code of Federal Regulations §105.5 et al., available at: http://edocket.access.gpo.gov/cfr_2004/octqtr/pdf/49cfr105.5.pdf .
2. Section 1(l) “Insurance” shall mean: While providing Goods and Services under this Purchase Order, Supplier shall, at its own expense, obtain and maintain the following insurances, and provide evidence thereof to the Buyer, as follows: (i) if performing services at the Buyer’s location, Workers’ Compensation Insurance and Employer’s Liability Insurance protecting Supplier and Buyer from potential Supplier’ employee claims based upon job-related sickness, injury, or accident, during performance of services and in amounts as required by law of the Delivery Destination, and in no event less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Comprehensive General Liability (bodily injury, property damage, etc.) Insurance with respect to Supplier’s agents and company vehicles assigned to the activities performed under the Purchase Order in a policy limit of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate; (iii) if requested by the Buyer and set forth as a requirement on the Purchase Order, Errors and Omissions Insurance in the amount of one million dollars (\$1,000,000), protecting the Buyer against Supplier’s professional negligence, failure to perform professional duties, and breach of contractual obligations under the Purchase Order; and (iv) Blanket Commercial Umbrella Liability insurance in the amount of four million dollars (\$4,000,000) including but not limited to coverage for Personal Injury Liability, Property Damage Liability, Blanket Contractual Liability and Product Liability, limited to the operations and activities of Supplier under the Purchase Order.

All required insurance coverages shall be primary coverages regardless of any coverage maintained by the Buyer for any qualifying incident, and shall be issued by companies authorized to do business in the jurisdiction of the Delivery Destination. Required insurance policies in this Section 2(ii)(iv) shall name as Additional Insureds: Sands Bethworks Gaming, LLC (“SBW”) and its parent, subsidiaries and affiliates, and each of their officers, directors, agents, and employees in respect to the conduct of the named insured(s) in or about the property of SBW.

With the exception of Worker’s Compensation and Employer’s Liability Insurances, all insurance required to be carried by Supplier shall include a full Waiver of Subrogation in favor of the Additional Insureds whereby Supplier waives any and every claim which arises in its favor and against the Buyer, or against any of the Additional Insureds set forth herein, for any and all loss or damage covered by valid and collectible insurance policies to the extent of the insurance proceeds paid with respect thereto. The Buyer reserves the right to request additional insureds when such are related to the Goods and Services being provided hereunder.

Insurance retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed ten thousand dollars (\$10,000.00) without the prior written approval of the Buyer.

Prior to the delivery of any Goods and Services, Supplier shall provide the Buyer with evidence of compliance with the terms of this Section 2, including a Certificate of Insurance. Thereafter, Supplier shall maintain coverage for the duration of providing Goods or Services under this Purchase Order and shall at all times provide the Buyer with evidence thereof. It is further agreed that Supplier and/or its insurance carrier shall provide the Buyer with a thirty (30) day advance notice of material policy modification or cancellation.

3. Section 2 (Accounts Payable Contact Information): Email to: CORP_AP_AccountsPayableLVTeam@sands.com.
4. Section 2 (Payment Terms): Net 30 upon receipt of a Properly Documented Invoice.
5. Section 8 (Reporting of Ethics Violation): The Buyer has established a compliance and ethic's hotline to enhance Buyer's commitment to maintain the highest business ethics and standards. Appropriate and prudent use of this hotline/website is a means by which Supplier can help preserve the integrity of the Buyer's business, and the manner in which the parties are perceived by co-workers, regulators, customers, suppliers, competitors and community. The Buyer therefore strongly encourages Supplier to immediately report misconduct that they become aware of by calling (888) 469-1536, or by logging on to the Buyer's website at www.lvscethics.com . In addition to the preceding reporting option, Supplier may at any time contact the Buyer's management regarding any actual or alleged violation of ethics.
6. Section 13 (Regulatory Requirements): Supplier acknowledges that Buyer and affiliates of Buyer are businesses that are, or may be, subject to extensive gaming regulations and that exist because of privileged licenses issued by governmental authorities relating to casino gaming ("Gaming Authorities"). Upon request, Supplier shall disclose the names of all officers and directors of Supplier, and unless a publicly traded corporation on a national stock exchange, Supplier shall disclose to Buyer all ownership interests in Supplier and all lenders or sources of financing. Supplier and its shareholders, members, principals, officers and others shall comply with requests from Buyer and its affiliates to undergo background investigations, to provide personal, financial and business information and to complete such forms and documentation and perform such other acts as may be requested by Buyer and its affiliates for gaming regulatory purposes. If requested to do so by Buyer, Supplier shall obtain any license, qualification, clearance or the like which shall be requested or required of Supplier by any Gaming Authority or any regulatory authority having jurisdiction over Buyer or any affiliate of Buyer. If Supplier fails to satisfy any requirements of this Section, or if Buyer or any affiliate of Buyer is directed to cease business with Supplier by any such authority, Buyer shall have the right to terminate the Purchase Order upon written notice without further liability by either Party. If Buyer shall in good faith determine that Supplier, or any of its officers, directors, employees, agents, designees or representatives, or partner, owner, member, or shareholder, or any lender or financial participant: (i) is or may be engaged in, or is about to be engaged in, any activity or activities, or (ii) was or is involved in any relationship, either of which could or does jeopardize Buyer's business, reputation or such licenses, or those of its affiliates, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, then Supplier shall immediately (iii) terminate the relationship with the source of the problem, or (iv) cease the activity creating the problem. If Supplier does not comply with item

(iii) or (iv) above, then Buyer may (v) require Supplier to specifically perform such obligation (the Parties recognizing that damages or other remedies would be inadequate under the circumstances), or (vi) terminate the Purchase Order without further liability by either Party. If the termination of any such activity or relationship would, in the judgment of Buyer's Corporate Compliance Committee (the "Committee") cure the regulatory concerns of the Committee, Supplier shall have thirty (30) days from written notice by Buyer within which to effect such cure (but in no event longer than the time available to fully comply with any requirement imposed by any Gaming Authority, any other governmental requirement or the fulfillment of the obligations of the Committee under the requirements of any Gaming Authority); provided, however, that Buyer shall have the right to terminate the Purchase Order, without further liability by either Party, if in the judgment of the Committee termination of the relationship or activity would not resolve the concerns of the Committee.

In addition to the above, Suppliers are subject to all regulations by the Pennsylvania Gaming Control Board ("PGCB"), which regulations available at <http://www.pgcb.state.pa.us/> .

7. Section 15 (Choice of Law): This Purchase Order shall be governed by United States of America, Pennsylvania Law ("Pennsylvania Law"). Any disputes or claims hereafter shall be controlled by Pennsylvania Law, without regard to choice of law issues.
8. Section 17 (Compliance, Security, and Parking): Supplier shall comply with all applicable local, state, and federal laws and regulations, take all precautions to prevent injury to persons or property damage, and adhere to Buyer's security and parking procedures. For Buyer's parking information, Supplier may contact Buyer's Director of Purchasing at (484) 777-9922.
9. Section 21 (Buyer's Copy Notice): Sands Bethworks Gaming, LLC, Attention Vice President & General Counsel, 77 Sands Boulevard, Bethlehem, Pennsylvania, 18015 – Phone Number 484- 777-7712 .

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Exhibit D
Las Vegas Sands Corp. Special Provisions
Global Enterprise Purchase Order General Terms and Conditions
for
Marina Bay Sands Pte Ltd.

The following special provisions are applicable to *Purchase Orders issued in the name of Marina Bay Sands Pte Ltd.*

Any Acceptance of the Purchase Order is subject to the following conditions required under Section 73 of the Casino Control Act (Cap. 33A) (the "Act"):

If the proposed arrangement reflected in the Purchase Order would be considered a 'controlled contract' within the meaning of Section 72 of the Act, Parties accept that it is forbidden by the Act to enter into any contract constituted by the Purchase Order. Therefore any act of Acceptance by the Supplier including any signatures appended to the Purchase Order by any Party or any written document accepting the Purchase Order are an expression of intent only or an acknowledgement of receipt of the contents of the Purchase Order only and have no binding legal effect whatsoever.

Parties agree however that the Purchase Order, if it has been Accepted, will have binding legal effect only once it has been notified to the Casino Regulatory Authorities ("CRA") and the CRA has not objected to the same in accordance with the procedures and within the time periods set forth under Section 73 of the Act.

If the Supplier does any act or incurs any liability in relation to the Purchase Order prior to satisfying the approval process under Section 73 of the Act, the Supplier does so at its own risk and Buyer will not accept any responsibility or liability for the same if the Purchase Order is subsequently objected to by the CRA. Buyer will also have no obligation to the Supplier to perform its obligations under the Purchase Order.

The Supplier undertakes to provide all information that is necessary in order to comply with the procedures set forth under the Act and the Casino Control (Casino Contracts) Regulations 2010 (the "Regulations") for approval or notification of the Purchase Order. Specifically the Supplier undertakes to disclose to the Buyer all contracts that have been entered into by its related corporations (as defined in the Companies Act (Cap. 50)) with the Buyer.

In the event the Purchase Order becomes a binding legal agreement when no objection has been received from the CRA, the Purchase Order may thereafter still be subject to termination by the CRA in accordance with Section 76 of the Act. If terminated under Section 76 of the Act, the rights of the Parties will be determined solely by Sections 77 and 78 of the Act. This provides in general that: (i) the termination by CRA does not affect rights or liabilities accrued prior to the termination; and (ii) no liability for breach of contract is incurred by the Parties by reason only of the termination by CRA.

This termination will be in addition to other rights of termination accorded to the Parties under the Terms and Conditions.

In view of these regulatory restrictions, the Supplier accepts that Buyer does not and may not enter into oral agreements or agreements by conduct. All agreements must be in writing and signed by the Parties and subject to the above.

In addition, the Purchase Order (if the requirements of Section 73 of the Act are applicable and are satisfied) is subject generally to the Act, the Regulations and the internal controls standards of the CRA (the "Internal Control Standards") including, but not limited to, any technical specifications of the CRA that may be applicable to the subject matter of the Purchase Order (the "Technical Standards") and the requirements that the Supplier satisfactorily meets in the judgment of Buyer the due diligence standards of Buyer under the compliance program of Buyer required by the Regulations or Internal Control Standards of the CRA (the "Due Diligence Standards"). In the event that the Supplier does not meet either the Due Diligence Standards or the Technical Standards, this Purchase Order can be terminated on notice by Buyer to the Supplier without liability of Buyer. The Supplier also acknowledges that it is aware that it has certain ongoing disclosure requirements to the CRA under the Regulations and undertakes to abide by such requirements.

By accepting any Purchase Order, the Supplier represents and warrants that it shall exercise good faith in performing its responsibilities under this Agreement and that its supply of Goods and Services to Buyer will be in compliance with all applicable laws, including but not limited to the Personal Data Protection Act 2012. The Supplier shall indemnify and hold Buyer and its shareholders, officers, directors, employees and agents harmless from and against any and all claims, losses, damages and liabilities, of any kind or nature (including reasonable attorneys' fees, and fines or financial penalties imposed by any governmental agency) arising from Supplier's breach of its representations and warranties in this clause.

1. Section 1(k) "Hazardous Materials" shall mean: any hazardous substance as defined in the Environmental Protection and Management Act (Cap. 94A).
2. Section 1(l) "Insurance" shall mean: The Supplier shall provide and keep in force from the commencement to the completion of the supply of Goods and Services the following insurances (in addition to any other insurances where the Buyer may deem necessary and as mutually agreed between the Parties):
 - Employees' compensation insurance in accordance with Singapore Law covering Supplier's employees.
 - Public Liability insurance including property damage, bodily and personal injury or death coverage with a limit of liability of at least USD One Million or its equivalent in Singapore Dollars in any one occurrence. The policy shall be issued in the name of the Supplier with additional insured to include the Buyer as Principal. The insurer shall have no right of subrogation against the Buyer, their subcontractors, agents or employees.
 - Contingent Motor Vehicle Liability insurance insuring any non-owned, and/or hired vehicles to be used in and out of the "Facilities" in the amount of USD One Million or its equivalent in Singapore Dollars in any one occurrence.
 - All insurances required shall be issued by companies authorized to do business in Singapore. Supplier shall deliver all relevant certificates of insurance to the Buyer within a reasonable and mutually agreed timeframe. All required insurance policies shall provide that the insurance carrier will give written notice to the Supplier at least thirty (30) days

prior to any material change in, cancellation, or non-renewal of the policy. The Supplier shall provide notice to the Buyer at least thirty (30) days prior to any material change in, cancellation, or non-renewal of such policies. In addition, all required insurance policies shall name the Buyer as additional insured including the Buyer's following affiliates or parent company entities: Marina Bay Sands Ltd. Pte., Las Vegas Sands Corp, and their respective holding companies, subsidiaries, and affiliates, and the principal(s), directors, officers and employees thereof as additional insured.

3. Section 2 (Accounts Payable Contact Information): Phone: +65 6688 8868. Buyer shall have the right to withhold taxes from any payment amount if required under Singapore law and remit the same to the Inland Revenue Authorities of Singapore. In such event, Buyer shall pay the net amount to the Supplier and shall have no obligation to re-gross the same.
4. Section 2 (Payment Terms): Net 30 days upon receipt of a Properly Documented Invoice.
5. Section 8 (Reporting of Ethics Violation): The Buyer has established a compliance and ethic's hotline to enhance Buyer's commitment to maintain the highest business ethics and standards. Appropriate and prudent use of this hotline/website is a means by which Supplier can help preserve the integrity of the Buyer's business, and the manner in which the Parties are perceived by co-workers, regulators, customers, suppliers, competitors and community. The Buyer therefore strongly encourages Supplier to immediately report misconduct that they become aware of by calling the General Counsel at the number listed in Section 8 of this Exhibit, below. In addition to the preceding reporting option, Supplier may at any time contact the Buyer's management regarding any actual or alleged violation of ethics.
6. Section 13 (Gaming Compliance and Regulatory Requirement): If Buyer is directed to cease business with the Supplier by any regulatory authority in Singapore, Buyer shall have the right to terminate this Agreement by written notice to the Supplier without further liability to Buyer.
7. Section 15 (Choice of Law): This Agreement shall be governed in accordance with the law of Singapore and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Singapore for determining any disputes or proceedings arising out of or in connection with this Agreement.
8. Section 17 (Compliance, Security, and Parking): Supplier shall comply with all applicable local laws and regulations, take all precautions to prevent injury to persons or property damage, and adhere to Buyer's security and parking procedures. – Suppliers should use online dock scheduling for vendor delivery to MBS' hotel and MICE loading docks. For more details, please go to [https://mbsprod.schmidthjcloud.net/ODS%20Deploy/\(S\(pecyfe4samh44smezghv22v2\)\)/UserLogin.aspx](https://mbsprod.schmidthjcloud.net/ODS%20Deploy/(S(pecyfe4samh44smezghv22v2))/UserLogin.aspx)
9. Section 21 (Buyer's Copy Notice): Marina Bay Sands Pte. Ltd, Registered Address: 4 Shenton Way #17-01 SGX Centre II, Singapore 068807, Attn: General Counsel Tel (+65) 6688 0292 / Fax (+65) 66880207.

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Exhibit E
Las Vegas Sands Corp. Special Provisions
Global Enterprise Purchase Order General Terms and Conditions
for
Venetian Macau Limited, Venetian Cotai Limited and Venetian
Orient Limited

The following special provisions are applicable to *Purchase Orders issued in the name of Venetian Macau Limited, and its subsidiaries Venetian Cotai Limited and Venetian Orient Limited.*

1. Section 1(k) “Hazardous Materials” shall mean: Not Applicable.
2. Section 1(l) “Insurance” shall mean: The Supplier shall provide and keep in force the following insurances (in addition to any other insurances that the Buyer may deem necessary and as mutually agreed between the Parties):
 - Employees' compensation insurance in accordance with Macau Law covering Supplier's employees.
 - Public Liability insurance including property damage, bodily and personal injury or death coverage with a limit of liability of at least Forty Million Patacas (MOP40,000,000.00) in any one occurrence. The policy shall be issued in the name of the Supplier with additional insured to include the Buyer as Principal. The insurer shall have no right of subrogation against the Buyer, their subcontractors, agents or employees.
 - Contingent Motor Vehicle Liability insurance insuring any non-owned, and/or hired vehicles to be used in and out of the "Facilities" in the amount of One Million Patacas (MOP1,000,000.00) in any one occurrence.
 - All insurances required shall be issued by companies authorized to do business in Macau. Supplier shall deliver all relevant certificates of insurance to the Buyer within a reasonable and mutually agreed timeframe. All required insurance policies shall provide that the insurance carrier will give written notice to the Supplier at least thirty (30) days prior to any material change in, cancellation, or non-renewal of the policy. The Supplier shall provide notice to the Buyer at least thirty (30) days prior to any material change in, cancellation, or non-renewal of such policies. In addition, all required insurance policies shall name the Buyer as additional insured including the Buyer's following affiliates or parent company entities: Venetian Cotai Limited, Venetian Orient Limited, Venetian Macau Limited, Sands China Limited, Las Vegas Sands Corp, and their respective holding companies, subsidiaries, and affiliates, and the principal(s), directors, officers and employees thereof as additional insured.
3. Section 2 (Accounts Payable Contact Information): Estrada da Baía de Nossa Senhora da Esperança, The Venetian Macao Resort Hotel, Taipa, MACAU SAR, P. R. CHINA, Regional Finance Accounting Office – Accounts Payable Venetian_P1_LG
4. Section 2 (Payment Terms): Net 30 upon receipt of Properly Documented Invoice.

5. Section 8 (Reporting of Ethics Violation): The Buyer has established a compliance and ethic's hotline to enhance Buyer's commitment to maintain the highest business ethics and standards. Appropriate and prudent use of this hotline/website is a means by which Supplier can help preserve the integrity of the Buyer's business, and the manner in which the parties are perceived by co-workers, regulators, customers, suppliers, competitors and community. The Buyer therefore strongly encourages Supplier to immediately report misconduct that they become aware of by contacting the General Counsel at the number listed in Section 9 of this Exhibit, below. In addition to the preceding reporting option, Supplier may at any time contact the Buyer's management regarding any actual or alleged violation of ethics.
6. Section 13 (Regulatory Requirements): Upon request of Buyer or its related companies, Supplier shall provide information, documentation, and assurances related to Supplier's suitability as a vendor under the applicable gaming and securities law in Macau and United States of America. If a Purchase Order includes Goods and Services to be performed in Macau by the Supplier, Supplier shall be registered with the Macau Finance Services Bureau using the Macau M-1 form attached hereto this Exhibit E as Attachment E1. Supplier acknowledges that the Buyer is subject to the jurisdiction of gaming and other government regulatory agencies (for purposes of this Exhibit E, collectively the "Regulatory Authorities"), and if requested by Buyer or its related companies, Supplier shall complete a background information investigation. In the event any Regulatory Authority or Buyer's Compliance Committee requires Buyer to cease business activities with Supplier, the Purchase Order and each Party's obligations thereunder may be terminated by the Buyer with no further liability except for payment of Goods and Services provided prior to the date of termination.

Upon Buyer's request, any Supplier of gaming equipment or utensils shall be obligated to provide all necessary documents in order to substantiate the submission and approval by any gaming authority of such gaming equipment or utensils. Failure of Supplier to provide the required information shall be deemed cause for Buyer's withholding of any amounts owed to Supplier. In the event that the gaming equipment or utensils are not approved by the gaming authorities, Buyer shall be entitled to terminate the Purchase Order and return such gaming equipment or utensils to the Supplier and Supplier shall reimburse Buyer for all amounts paid under the applicable Purchase Order.

Supplier acknowledges that the Buyer and its parent, subsidiaries and affiliates (collectively "Buyer's Affiliates") are businesses subject to and existing pursuant to privileged business licenses issued by Regulatory Authorities. Upon Buyer's request, Supplier shall obtain any license, qualification, clearance or the like from any Regulatory Authority having jurisdiction over the Buyer or Buyer's Affiliates. If Supplier fails to satisfy such requirements, if Buyer or Buyer's Affiliates are directed to cease business with Supplier by any Regulatory Authority, or if Buyer or Buyer's Affiliates in good faith determines, in their sole and exclusive judgments, that the Supplier is or might be engaged in, or about to be engaged in, any activity or activities which could or does jeopardize, or was or is involved in any relationship which could or does jeopardize the Buyer's or Buyer's Affiliates business or such licenses, or those of its subsidiaries or affiliates, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, Buyer shall have the right, pursuant to the provisions of this condition, to terminate the Purchase Order by written notice to the Supplier without further liability to Buyer. Supplier acknowledges that, as a result of Buyer or Buyer's Affiliates being licensed or qualified as a licensed casino owner/operator in various jurisdictions, Buyer is required to conduct appropriate due diligence inquiries concerning any material transaction in which the Buyer engages and that the transactions

as may be envisioned by the Purchase Order may fall within the class of transactions requiring Buyer to conduct such due diligence inquiries regarding Supplier. Upon Buyer's request, Supplier shall make such disclosures as are necessary or desirable for Buyer to conduct such inquiries. Should the results of such due diligence inquiry be unsatisfactory to Buyer, Buyer shall have the right to demand that Supplier cure such items disclosed which Buyer deems unsatisfactory and, failing such cure Buyer shall have the right to terminate the Purchase Order without any further notice and without any liability to Supplier.

The Supplier shall comply with all laws of Macau, U.S. Foreign Corrupt Practices Act ("FCPA"), and Nevada Gaming Control Regulations ("Nevada Regulations") applicable to Supplier in its performance of the Purchase Order and must, to the extent the Supplier is able to do so, assist and cooperate with Buyer in assuring compliance with all such laws. Supplier shall use all reasonable efforts to ensure that Supplier and its employees, agents, consultants, or affiliates do not directly or indirectly take any actions that could expose Buyer to any adverse action by Regulatory Authorities. Supplier confirms its understanding that the Buyer is committed to conducting its business in accordance with high ethical standards and in compliance with all laws of Macau, FCPA and Nevada Regulations. Supplier represents and warrants that it (including its officers, directors, employees, agents and any other third parties acting on its behalf) will not directly or indirectly through any third party or person (i) pay; (ii) offer; (iii) promise; or (iv) authorize payment, of any monies or anything of value to any "official" for the purpose of improperly inducing or rewarding favorable treatment or advantage in connection with the Purchase Order or with the Supplier's relationship with the Buyer, or in any other manner inconsistent with the laws of Macau, FCPA or Nevada Regulations. For the purposes of this Exhibit E, "official" includes any official, agent, or employees, or the close relative of any official, agent, or employee, of: the government of Macau; or any department, agency, or any entity that is wholly owned or controlled by the government of Macau; or any international public organization; or any recognized political party in Macau; or any candidate for political office in Macau.

7. Section 15 (Choice of Law): The Purchase Order shall be construed and take effect in all respects in accordance with the laws of Macau (SAR).
8. Section 17 (Compliance, Security, and Parking): Supplier shall comply with all applicable local laws and regulations, take all precautions to prevent injury to persons or property damage, and adhere to Buyer's security and parking procedures. Supplier may obtain on-site parking information by contacting Buyer's Car Park Operations Manager at Phone: (+853) 81185626.
9. Section 21 (Buyer's Copy Notice): Venetian Cotai Limited, Estrada da Baía de Nossa Senhora da Esperança, The Venetian Macao Resort Hotel, Executive Offices - L2, Taipa, Macau, Attn: EVP & General Counsel. Phone: (+853) 2882 8888; Fax: (+853) 2888 3382.
10. Section 26 (Language): Purchase Order and these Terms and Conditions may be prepared in English and Chinese, and should there be any discrepancy, the English version shall prevail. Supplier agrees that if required by the courts of Macau (SAR), Buyer may, at its option, obtain either a Portuguese or Chinese translation of the Purchase Order and these Terms and Conditions.

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