FIRST ONSITE PROPERTY RESTORATION

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is entered into as of_____("Effective Date"), by and between First Onsite Property Restoration ("First Onsite"), the principal office of which is located at 110 Matheson Boulevard West Suite 210, Mississauga Ontario, L5R 4G7, and_____, a_____. ("Subcontractor"), the principal office of whichis located at_____.

WHEREAS, First Onsite provides property damage restoration and reconstruction services and from time to time, may engage the Subcontractor to perform services in whole or in part.

WHEREAS, Subcontractor desires to receive subcontracted work from First Onsite subject to the terms of this Agreement, the Subcontractor Handbook, Subcontractor Representations and Warranties, and First Onsite's General Terms and Conditions, which can be found on First Onsite's Website at https://firstonsite.ca/en/terms-and-conditions.

NOW THEREFORE this agreement witnessed that in consideration of the mutual representations, warranties and agreements contained in this Agreement, the parties agree as follows:

1 DEFINITIONS

"Agreement" means the provisions of this "First Onsite Property Restoration Subcontractor Agreement," together with any Schedules and other exhibits attached hereto and any amendments or Addenda thereto agreed to in writing by the Parties.

"Claims" means claims, actions, causes of action, judgments, fines, costs, expenses, fees, damages and any other liabilities, whether brought or incurred by First Onsite or any third parties.

"Customer" means the party that has contracted First Onsite to provide services.

"Job" means the work contracted between First Onsite and their Customer.

"Purchase Order" means the document issued to the Subcontractor to perform Subcontract Work as detailed within the Purchase Order.

"Subcontract Work" means the services specified in the Purchase Order to be performed by the Subcontractor.

"Value Added Taxes" means such sum as shall be levied upon the subcontracted price by the federal or any provincial or territorial government and is computed as a percentage of the subcontracted price and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which have been imposed on the Subcontractor by the tax legislation.

"Hired Subcontractor" means any third-party person, company or entity that Subcontractor utilizes to perform any obligations under this Agreement or any associated Purchase Orders.

Initials: _____

2 TERMS OF PAYMENT AND TERMINATION

2.1 TERMS OF PAYMENT

Invoices will be paid as per First Onsite's standard term of net seventy (70) days.

2.2 TERMINATION

This Agreement shall continue for successive 1 year term unless terminated as per the terms of this Agreement.

Either Party shall be entitled to terminate this Agreement upon giving not less than thirty (30) days prior written notice to the other party, whereupon the Subcontractor will continue to perform the Subcontract Work, and First Onsite will continue to pay for such performance, in accordance with any open Purchase Orders up to the effective date of the termination, being Thirty (30) days from the date of written notice of termination.

First Onsite may immediately terminate this Agreement if the Subcontractor fails to comply with any of the terms of this Agreement.

3 SUBCONTRACTOR REQUIREMENTS

3.1 INSURANCE CERTIFICATION

First Onsite requires that the Subcontractor provide a current valid certificate of insurance coverage, with FirstOnSite Restoration Limited, its parent company, subsidiaries and affiliates including all employees as an additional insured and certificate holder with a minimum coverage level of $2,000,000 of commercial general liability insurance including but not limited to Bodily Injury/Property Damage, Products and Completed Operations and Non-owned Automobile liability; $1,000,000 automobile insurance; $1,000,000 professional liability insurance (if applicable); $1,000,000 pollution liability insurance (if applicable). The Insurance shall also contain a standard cross-liability or severability of interests clause; and shall be primary and without right of contribution from any insurance maintained by FirstOnsite Restoration Limited and include a waiver of subrogation clause in favor of the FirstOnsite Restoration Limited, its parent company and its subsidiaries and affiliates including all employees; and includes a requirement to provide thirty (30) day notice to FirstOnsite Restoration Limited of any cancellation or non-renewal The Subcontractor is required to provide an updated Insurance Certificate containing the items listed above upon expiry.

3.2 WORKERS COMPENSATION

First Onsite requires that the Subcontractor provide a current valid Worker's Compensation Clearance Certificate. The Subcontractor is responsible to provide an updated Clearance Certificate upon expiry.

Initials: _____

3.3 CRIMINAL RECORD CHECK

First Onsite may request at any time that the Subcontractor provide a clear criminal record check for any employees present, or expected to be present, during the Subcontract Work. The Subcontractor is responsible for providing requested

documents in a timely manner.

4 CLAIMS FOR LIEN

The Subcontractor shall be responsible to discharge or vacate any and all construction liens and certificates of action taken relating to the Subcontract Work registered or preserved by any Subcontractor, supplier, or Subcontractor's employee, within seven (7) Working Days of the date of registration or preservation, all at the Subcontractor's sole expense.

If the Subcontractor fails to discharge or vacate any such lien or certificate of action, First Onsite may, at its sole option, do so. First Onsite will then deduct from any amount owing to the Subcontractor all costs and expenses of so doing, and of defending any related action, including the costs of borrowing the appropriate cash, letter of credit or bond as security, and legal fees and disbursements on a full indemnity basis. If there is no amount owing by First Onsite to the Subcontractor, then the Subcontractor shall reimburse First Onsite for all of the said costs and expenses of so doing.

5 RELATIONSHIP BETWEEN FIRST ONSITE AND THE SUBCONTRACTOR

5.1 INDEPENDENT CONTRACTOR

The relationship between First Onsite and the Subcontractor is that of two separate and independent businesses and is in no way to be construed as an employer/employee or partnership relationship. The Subcontractor is responsible for paying liability insurance, all worker's compensation contributions, unemployment insurance contributions, Canada Pension Plan, employee's income tax deductions and all other lawful taxes or contributions now or hereinafter imposed by any federal, provincial or local governing authority (the "Taxes") in connection with the Subcontract Work performed or products supplied by Subcontractor (including Subcontractor Subcontractors) under the Purchase Order.
Subcontractor shall release, indemnify, defend and hold harmless the Customer and First Onsite against any claim or liability arising out of any failure to pay the Taxes, whether by Subcontractor or any sub-subcontractor.

5.2 NON-EXCLUSIVITY

Both parties agree that by entering into this Agreement it in no way constitutes an exclusive arrangement. First Onsite is free to utilize the services of other Subcontractors and alternatively, Subcontractor is free to perform work for companies other than First Onsite.

5.3 PERFORMANCE/COMPLIANCE

The Subcontractor agrees to comply with First Onsite's Code of Conduct as detailed in First Onsite's Subcontractor Handbook, which the Subcontractor, by way of entering into this Agreement, acknowledges receipt of.

Initials: _____

6 HEALTH & SAFETY

Subcontractor must abide by either their own internal Health & Safety policy, or First Onsite's Health & Safety policy to the extent that it exceeds the standards of the internal policy, at all times while performing work for First Onsite. Subcontractor shall advise First Onsite if a copy of the Health & Safety policy is needed to comply with this provision.

7 CONFIDENTIALITY / NON-COMPETE / NON-SOLICITATION

7.1 CONFIDENTIAL INFORMATION

Confidential information as used herein means all documents and information obtained by the Subcontractor from the Owner or First Onsite including all proprietary information gained by virtue of the contractual relationship between the parties in written, oral or other media form. Confidential Information shall include, but not be limited to, business plans and methods, new services, pricing information, Customer information and engineering and operating know how, practices and processes. "Confidential Information" shall not include information: (i) that was in the public domain, except if such public domain access is as a result of Subcontractor's breach of Subcontract Work; (ii) that was in Subcontractor's possession prior to the receipt of the same hereunder and was not acquired from a third party under any obligation of confidentiality with respect to such information; (iii) that is approved in writing for release by the Customer or First Onsite; or (iv) that Subcontractor has been compelled to produce by subpoena or other legal process, provided that Subcontractor gives First Onsite prompt notice of such legal process and cooperates with First Onsite in seeking a protective order or other appropriate protection.

Subcontractor agrees: (i) to keep Confidential Information in strict confidence, exercising the degree of care used to protect its own most confidential information (but in no event less than the highest standard of reasonable care); (ii) not to use (except for the purpose of performance under the Subcontract Work); (iii) upon request of First Onsite to promptly return or destroy all written copies of its Confidential Information.

7.2 PUBLICITY

Subcontractor shall not use, announce, publish or release for publication any statement naming the Customer or First Onsite in relation to this Subcontract Work, or any facts or opinions related to the Subcontractor's performance under this Subcontract Work thereof, without First Onsite's prior written consent. Subcontractor shall not use the Customer or First Onsite's (including their respective parents, subsidiaries and affiliates) name, logos, copyrights, trademarks, service marks, trade names or trade secrets in any way, and Subcontractor agrees and acknowledges that neither the Customer nor First Onsite shall be deemed to have granted the Subcontractor a license of, or granted Subcontractor any rights in, any of the foregoing by entering into this Agreement. Subcontractor shall cause its employees, managers, agents, representatives, Subcontractor Subcontractors and/or third-party Subcontractors to comply with the provisions herein.

7.3 NON-COMPETE

Other than with the express written consent of First Onsite, the Subcontractor will not, during the continuance of this Agreement or within twelve (12) months after the termination of this Agreement, divert or attempt to divert from First Onsite any business First Onsite has enjoyed, solicited, or attempted to solicit, from a Customer or potential Customer within the preceding twelve (12) months.

Initials: _____

7.4 NON-SOLICITATION

Any Subcontractor that is clearly in a subcontracting relationship with First Onsite must understand that at no time is Subcontractor permitted to solicit and/or secure additional work directly from the Customer, without the prior written approval of First Onsite. Upon discovery that failure to meet this condition has occurred, First Onsite reserves the right to cancel the Agreement immediately.

The Subcontractor agrees that during the term of this Agreement and for a period of twelve (12) months after the termination of the Agreement, the Subcontractor will not in any way directly or indirectly:

- Induce or attempt to induce any employee or other Subcontractor of First Onsite to quit employment or retainer with First Onsite;
- Otherwise interfere with or disrupt First Onsite's relationship with its employees, Labour Providers or other Subcontractors;
- Discuss employment opportunities or provide information about competitive employment to any of First Onsite's employees, Labour Providers or other Subcontractors:
- Solicit, entice, or hire away any employee, Labour Provider or other Subcontractor of First Onsite.

8 GENERAL TERMS

8.1 NOTICES.

All notices in writing shall be addressed to the recipient at the address, email address or facsimile number listed in the Key Contacts in Schedule A of this Agreement, or to such other address, email address or facsimile number or to the attention of such other person as may be designated in writing by the applicable Party. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address, or in the case of email or facsimile upon receipt during the transmission of which no indication of failure of receipt is communicated to the sender, and provided that if such day is not Monday through Friday (Working Day), then the notice in writing shall be deemed to have been received on the next Working Day.

8.2 ENTIRE AGREEMENT

This Agreement, including any applicable Purchase Order, supersede all prior negotiations, representations or agreements between the parties hereto, either written or oral, relating in any manner to the Subcontract Work.

8.3 DEFENSE AND INDEMNITY

To the fullest extent permitted by law, the Subcontractor agrees to indemnify and hold harmless First Onsite, Customer and their respective agents, employees, successors, and assigns from and against all claims, damages, losses, and

expenses, including but not limited to attorney's fees, arising out of or resulting from the performance, or lack thereof, of the Subcontract Work under this Agreement and subsequent Purchase Orders, provided that any such claim, damage, loss, or expense is: (i) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Subcontract Work itself), including the loss of use resulting therefrom; or (ii) it is caused by the negligence,

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breach of contract, breach of representation or warranty under this Agreement, willful misconduct or other legal fault of the Subcontractor or anyone directly or indirectly employed by him, her, or it or anyone for whose acts he, she, or it may

be liable ("Subcontractor Indemnification Obligations"). Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this provision. The Subcontractor Indemnification Obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor.

Subcontractor shall defend all suits brought against First Onsite or Customer on account of any such injuries or damage and shall reimburse First Onsite for any expenses including reasonable attorney's fees, sustained by First Onsite by reason of such injury or damage, or arising from the claim of such injury or damage and agrees to employ attorneys acceptable to First Onsite.

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In Witness Whereof the parties have duly executed this Agreement and acknowledge First Onsite's General Terms and Conditions found on First Onsite's website at https://firstonsite.ca/en/terms-and-conditions/ as well as the terms and conditions outlined in this Subcontractor Agreement.

Signed this_____day of_____(month),_____(year).

SUBCONTRACTOR	**FIRSTONSITE RESTORATION LIMITED**
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Schedule A – Contacts

General Inquiries

Address:	110 Matheson Boulevard West, Suite 210 Mississauga, Ontario L5R 4G7
Contact:	Contractor Information
Phone:	(905) 696 - 2900
e-mail:	contractorinformation@FirstOnsite.ca

Invoicing

Please reference Subcontractor Handbook for invoicing instructions