



Krown Retail Construction Ltd.
Master Agreement for Subcontractor Services

THIS MASTER AGREEMENT (this "Agreement") is made as of the ____ day of _____
in the year _____ by and between:

Krown Retail Construction Ltd., (hereinafter "Owner")

and

_____, (including all of its subsidiaries, divisions and affiliated
entities; "Subcontractor").

The Contractor and Subcontractor agree as set forth below.

Index

- STATEMENT OF THE WORK..... 5**
- Article 1 SUBCONTRACTOR..... 5
- Article 2 SUBCONTRACT WORK..... 5
 - 1. SUBCONTRACT DOCUMENTS..... 5
 - 2. PRIME AGREEMENT 5
 - 3. SITE CONDITIONS..... 6
 - 4. DRAWINGS AND SPECIFICATIONS..... 6
- Article 3 LABOUR (THE WORK)..... 6
- Article 4 MATERIALS 6
- Article 5 TIME AND SCHEDULE 7
- Article 6 ERRORS OR OMISSIONS IN THE CONTRACT DOCUMENTS:..... 8
- Article 7 CHANGE ORDERS:..... 8
- Article 8 SUBCONTRACTOR OBLIGATIONS 9
- Article 9 ASSIGNMENT AND SUBCONTRACTING 9
 - 1. ASSIGNMENT..... 9
 - 2. BINDING 9
 - 3. RIGHT TO CARRY OUT THE WORK: 9
- Article 10 INSURANCE REQUIREMENTS: 9
- Article 11 BONDING REQUIREMENTS 10
- Article 12 INDEMNIFICATION: 10
- Article 13 NOTICES 10
- Article 14 SAFETY AND CLEAN-UP 11
 - 1. SAFETY 11
 - 2. CLEAN UP 12
- Article 15 CONTRACTOR, OWNER OR LANDLORD’S EXCESS COSTS: 12
- Article 16 WARRANTIES AND INSPECTION..... 12
- Article 17 CLOSING DOCUMENTS REQUIRED:..... 13
 - 1. STATUTORY DECLARATION AND FINAL UNCONDITIONAL LIEN WAIVER 13
 - 2. AS BUILT DRAWINGS 13
 - 3. PUNCH LIST ITEMS..... 13
 - 4. OTHER REQUIRED DOCUMENTS 14
- Article 18 FINAL PAYMENT 14
- Article 19 MECHANICS’ LIENS 14
- Article 20 LAWS, REGULATIONS AND TAXES..... 15
 - 1. LICENSES AND PERMITS..... 15

2.	COMPLIANCE.....	15
3.	UNION TRADES	15
4.	TAXES.....	15
Article 21	TEMPORARY SUSPENSION OF WORK.....	16
Article 22	DEFAULT AND TERMINATION	16
1.	CONTRACTOR'S RIGHT TO STOP WORK:	16
2.	IMMEDIATE TERMINATION	16
3.	DEFAULT	16
4.	NOTIFICATION/DELAY OF PROJECT:	17
5.	OTHER TERMINATION EVENTS	17
Article 23	ENFORCEMENT:.....	17
Article 24	LIABILITY	18
Article 25	INVOICING AND PAYMENT	18
1.	GENERAL CONDITIONS OF PAYMENTS	18
2.	INVOICE REQUIREMENTS	19
3.	DOCUMENTS REQUIRED FOR PAYMENT	19
4.	PROGRESS PAYMENT	19
5.	FINAL PAYMENT.....	19
6.	METHODS OF PAYMENT.....	19
Article 26	OVERTIME PAY:	19
Article 27	CHOICE OF LAW AND CONSENT TO JURISDICTION.....	20
Article 28	NON-PUBLICATION, USE OF OWNER'S NAME AND CONFIDENTIALITY	20
Article 29	CONFIDENTIAL INFORMATION.....	21
1.	DEFINITIONS AND INTERPRETATION	21
2.	CONFIDENTIALITY	21
3.	NOTIFICATION.....	22
4.	CONFIDENTIALITY MEASURES.....	22
5.	RETURN OF THE CONFIDENTIAL INFORMATION	22
6.	PRESERVATION OF RIGHTS	22
7.	WAIVER	22
8.	INVALIDITY.....	23
9.	REMEDIES.....	23
Article 30	MODIFICATIONS, TERMINATION AND WAIVER:.....	23
	ACKNOWLEDGEMENT OF TERMS AND CONDITIONS OF THIS MASTER AGREEMENT FOR SUBCONTRACTOR SERVICES	24
	SCHEDULE A - WORK ORDER	25
	SCHEDULE B - LIEN WAIVERS AND STATUTORY DECLARATIONS.....	26

Article 1	STATUTORY DECLARATION / CCDC 9B-2018.....	26
Article 2	UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT	27
Article 3	UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT	28
SCHEDULE C - INSURANCE REQUIREMENTS		29
1.	WORKERS COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY	29
2.	CERTIFICATE OF INSURANCE	29
SCHEDULE D – HEALTH & SAFETY COMPLIANCE GUIDE		31
SCHEDULE E – EFT AUTHORIZATION FORM.....		32

Master Agreement for Subcontractor Services (the “Agreement”)

STATEMENT OF THE WORK

Article 1 SUBCONTRACTOR

The Subcontractor is identified by name and address on the purchase order agreement and is referred to throughout the Contract documents as if singular in number and masculine in gender. The term Subcontractor means the Subcontractor and his authorized representative/agents.

Article 2 SUBCONTRACT WORK

Subcontractor shall provide the Services at the Premises as set forth on an individual proposal, statement of work or work order as may be mutually executed by the parties from time to time (each a “Work Order”, “Subcontract”, or the “Work”).

Subcontractor shall perform the Services as defined in each Work Order pursuant to the terms and conditions of this Agreement, with each of such Services at the named Premises in such Work Order hereinafter referred to as a “Project.”

1. SUBCONTRACT DOCUMENTS

The Subcontract Documents consist of this Contractor/Subcontractor Master Agreement (the “Agreement”) the annexed schedules mentioned herein below and any Work Orders, each of which are made a part hereof and incorporated herein together with documents referred to in each of such schedules and Work Orders, as well as any other additional schedule as may be mutually agreed hereafter by the parties. It is understood and agreed that the form of the schedules attached to the Agreement may be for reference purposes only and completed and/or detailed schedules may be attached to each Work Order as applicable. In the event an individual Work Order references a schedule or exhibit that is not attached to said Work Order, then it shall be understood that the Work Order is referencing the schedule as attached to this Agreement.

Schedule A: Work Order (which shall include the scope of Services and description of Work as requested in any invitation to bid or bid package issued by Contractor on a per Project basis)

Schedule B: Lien Waivers and Statutory Declarations

Schedule C: Insurance Requirements

Schedule D: Health & Safety Compliance Guide

Schedule E: EFT Authorization Form

2. PRIME AGREEMENT

To the extent terms of the agreement of a Project between the Owner and Contractor (prime agreement) apply to the work of the Subcontractor, Contractor assumes toward Subcontractor all obligations, rights, duties, and redress that the Owner assumes toward Contractor. In an identical way, Subcontractor assumes toward Contractor all obligations, rights, duties, and redress that Contractor assumes toward Owner and other under the prime agreement (copy of prime contract available upon request). In the event of conflicts or inconsistencies between provisions of this Agreement and the prime agreement, this Agreement shall govern. Subcontractor shall perform Subcontract Work under the general direction of Contractor and shall cooperate with Contractor so Contractor may fulfill obligations to Owner.

3. SITE CONDITIONS

Subcontractor acknowledges that it is familiar with all conditions relating to the Work and the site and with all other matters and conditions, which would affect the performance of this Subcontract and the Subcontractor, assumes all risks with regard thereto. Execution of the Work by Subcontractor is a representation that Subcontractor has visited the applicable Premises, become generally familiar with local conditions under which the Work is to be performed and will correlate or has correlated personal observations with requirements of the Subcontract Documents.

4. DRAWINGS AND SPECIFICATIONS

Subcontractor acknowledges that it has carefully examined the Drawings and Specifications for each Project, and Subcontractor hereby represents that said Drawings and Specifications are adequate in all respects for the work. Layouts are to be confirmed by Subcontractor. All scope of work and material supplied must be as per drawings, specifications, notes and details within Architectural, Mechanical and Electrical blueprints and/or engineer drawings in accordance with any revisions and/or addenda that are relevant to your scope of work. All workmanship and material must comply with all building codes, by-laws and permit obligations.

Article 3 LABOUR (THE WORK)

The Subcontractor shall purchase or otherwise arrange for and shall pay for all labour, materials, equipment, tools, construction equipment and machinery, scaffolds, services, transportation and other facilities or services required for the complete and workmanlike performance of the Work, including but not limited to temporary and permanent structures whether or not incorporated or to be incorporated in the Work. The subcontractor shall maintain a force of skilled workers sufficient to accomplish the work at the project site at all times and the subcontractor shall be responsible for maintaining order and discipline among this work force and that of his "subcontractors". Unskilled workers shall not be permitted on the site. All workers shall be skilled in the work to which they are assigned, and all work shall be performed by employees of the subcontractor. Subcontractor shall use best efforts to maintain harmonious labour relations in connection with each Project and shall not, directly or indirectly, employ or permit the employment of persons or means which would violate any collective bargaining agreement in place with respect to a Project, Premises or any other contractor on the job. Subcontractor shall conform to customary practices in the locale of each Project with regard to its workmen, their wages, hours and all aspects of their employment. All labour employed by Subcontractor shall work in harmony with all other labour employed at the applicable Premises.

Subcontractor shall be responsible for all acts of its agents and employees while working or otherwise present, within the scope of their employment, at a Premises including, by way of example but not limited to, any damage to the building and/or its contents whether caused by theft, vandalism, negligence, omission or other non-negligent acts. Contractor may charge the value of any such damage or loss to Subcontractor, who shall be liable for payment of same to Contractor; and in addition, and without prejudice, to such other rights and/or remedies as Contractor may have, Contractor may offset monies to cover same from payments due Subcontractor.

Article 4 MATERIALS

The Subcontractor, by execution of the Contract documents, warrants to the Contractor that all materials and equipment furnished under the Contract will be New unless otherwise specified in the Contract documents, and that all work will be performed in accordance with Contract documents. No alternate

materials may be used unless approved by Contractor in writing otherwise. All material will conform to plans, specifications and samples, will be of sound materials, and good workmanship, will be free from any and all defect, and will be fit and suitable for the purposes intended. Failure of the Subcontractor to perform in accordance with this warranty shall be considered grounds for default. The Contractor may require the Subcontractor to furnish written evidence satisfactory to the Contractor as to the kind and quality of materials and equipment. The warranty contained in this paragraph is separate from and in addition to any other warranty contained in the Contract documents. All long lead items must be addressed prior to subcontract award with project manager. If the material or item cannot be delivered per the allocated schedule, it must be brought to the project manager's attention immediately so alternate measures may be approved prior to work commencing. Subcontractor agrees to store and handle, Contractor's equipment and completed fixtures which are intended for each Project but which cannot be delivered to the applicable Premises, through no fault of Subcontractor, for a period not exceeding sixty (60) days after the scheduled delivery date of same.

Materials and equipment purchased by Subcontractor or products manufactured for the Work shall be prominently labeled, tagged or marked as property of Contractor and segregated from any other work in Subcontractor's shop, suitably stored to protect Contractor's property for subsequent incorporation in the Work in a Project. Proper entries shall be made in Subcontractor's books and records identifying such materials or products as the property of Contractor in order that other persons will have notice of the fact that Contractor has title thereto. Subcontractor shall use best efforts to establish Contractor's title to such materials and equipment and to protect Contractor's interests therein; including applicable insurance coverage, safe storage and means of transport to the Premises. No name plates of any type, however, will be on the Work, unless prior written approval for same is granted by Contractor.

Article 5 TIME AND SCHEDULE

Time is of the essence in the performance and completion of the Work pursuant to the Subcontract and this Agreement. Subcontractor shall commence and complete the Work in accordance to the Job Schedule established by the Contractor or the Owner, and Subcontractor acknowledges that it is familiar with such Job Schedule. Subcontractor agrees to complete the entire contract and provide necessary workmen to do the said job within the period of time required, or allotted by the Contractor so that Contractor is not held up on project. It is the intention of the parties that the Subcontractor shall be responsible for completion of the entire job within the time allotted for the work to be completed by the General Contractor and it shall be Subcontractor's duty and responsibility to schedule the work so that overtime or extra personnel is not necessary.

In the event that Subcontractor falls behind the Job Schedule such that, in the sole and reasonable judgment of Contractor, it appears that Subcontractor will not complete the work on a Project within the established Job Schedule, or that Subcontractor will not complete identifiable portions of the Work within the Job Schedule required for completion of that/those portion(s) of the Work, then Subcontractor shall, upon written request of Contractor, work overtime, additional shifts, or adopt such other procedures as may be necessary to restore adherence to the Job Schedule. The full cost of any such overtime work, additional shifts, etc. and/or other procedures shall be borne wholly by Subcontractor.

In executing this Agreement and any Work Order, Subcontractor covenants and specifically agrees for itself and for each subcontractor, employee, labourer, mechanic, material and equipment supplier and all other persons acting through or under Subcontractor that no claim or claims shall be filed, asserted and/or maintained by it, them or any of them against Contractor, Architect, Landlord or any other Subcontractors for damages or monetary/financial losses incurred as a result of delays in the work of another Subcontractor. Subcontractor shall cause this covenant to be inserted in and made a part of each and every subcontract that it executes with respect to the Work.

Delays, if claimed by Subcontractor and considered justifiable by Contractor will be balanced by an extension of time to the required completion date of the Work concerned. Subcontractor for itself and for each subcontractor acting through it thereunder further covenants and agrees to accept such extension(s) without increase in the applicable Contract Sum. In the event Subcontractor is delayed at any time in the progress of the Work for any reason, such extension(s) of time shall be Subcontractor's sole remedy for such delay, unless same shall have been caused by the intentional interference of Contractor with Subcontractor's performance of the Work and where such intentional interference continues for a period of more than seven (7) days after Subcontractor's notice to Contractor of such intentional interference. Contractor's exercise of any of its rights under this Agreement or any Work Order regarding changes in the Work, regardless of the extent or number of such changes, or Contractor's exercise of any of its rights or remedies, including, but not limited to, the right to take over and/or continue the Work or require correction or re-execution of any portion of the Work, shall not under any circumstances be construed as intentional interference with Subcontractor's performance of the Work.

Claim for extension of time shall be made to Contractor in writing within forty-eight (48) hours of the event -giving rise to such claim. If Subcontractor fails to make such claim in writing within said forty-eight (48) hour period, then the claim for an extension of time based on such event shall be deemed waived.

Article 6 ERRORS OR OMISSIONS IN THE CONTRACT DOCUMENTS:

The Contract documents are to be thoroughly reviewed and examined by the Subcontractor and any error, inconsistency or omission discovered as a result of this review shall be reported in writing to the Contractor/Project Manager. Performance of any portion of the work without Contract documents and, where required, approved shop drawings, product data or samples, or without review of the Contract documents by the Subcontractor as required by this paragraph and reporting or errors, inconsistencies or omissions to the Contractor/Project Manager, shall be done at the Subcontractor's sole risk.

In the event of any inconsistency or conflict between the terms of this Agreement and any documents in reference to the Work, the terms of this Agreement shall take precedence and shall be binding on Contractor and Subcontractor. As it specifically relates to the details of the Work being performed, the order of precedence of documents shall be as set forth in Article 2: Subcontract Work.

Article 7 CHANGE ORDERS:

If any Change order work is to be performed, the Subcontractor is required to submit a change order within twenty four (24) hours of the request for work to be performed, on subcontractor's letterhead. The change order **MUST** be signed by an officer of Krown Retail Construction, prior to work being completed, in order for payment to be received. If an officer has not signed a copy of the form it is not considered to be valid. The Project's site supervisor is not a recognized form of authorization by Krown Retail Construction, and Krown Retail Construction reserves the right to reject any change order submitted after performance of the work. Change orders will be paid separately from the base contract.

Contractor may, from time to time, by signed written instructions or drawings issued to Subcontractor, make changes in the Drawings and Specifications, issue additional instructions, require additional work or direct the omission of work previously ordered. The provisions of this Agreement shall apply to all such changes, modifications and additions to the Agreement or any Work Order (all of same being thereafter referred to as "Change Order") with the same effect as if they were embodied in the Drawings and Specifications originally attached to **Schedule "A"** hereto. Subcontractor shall not deviate from performing the Work in accordance with the Drawings, Specifications, and Authorization to Proceed unless a signed written Change Order has been issued by Contractor.

Article 8 SUBCONTRACTOR OBLIGATIONS

In the event Subcontractor shall fail to perform any act or to make any payments required to perform any act or to make any payments required of it hereunder, Contractor may, at its option, but without obligation on its part to do so, perform such act or make such payment and Subcontractor shall reimburse Contractor for the cost thereof, on demand.

Article 9 ASSIGNMENT AND SUBCONTRACTING

1. ASSIGNMENT

Subcontractor shall not assign the whole or any part of Subcontract Work or this Agreement without prior written approval of Contractor. Notification must be immediate if the subcontractor intends to sublet or assign this contract to another party. Written permission must be received by Krown Retail Construction before subletting.

Contractor reserves the right, in its sole discretion, to refuse to grant any such consent. Contractor reserves the right to assign its interest in the Agreement or any Work Order to any subsidiary or affiliate of Contractor.

2. BINDING

This Subcontract shall endure to the benefit of and be binding upon the successors and assigns of Contractor.

3. RIGHT TO CARRY OUT THE WORK:

If the Subcontractor should fail to perform the work properly (including the failure to man the job due to labour disputes of any type) or fail to perform any provision of the Contract documents, including unauthorized schedule delay, the Contractor, after forty eight (48) hours' notice to the Subcontractor correction, may, without prejudice to any other rights or remedy it may have, have such deficiencies made good by others, and may deduct the cost thereof from the payment then or thereafter due to the Subcontractor.

Article 10 INSURANCE REQUIREMENTS:

Before commencing the Work, Subcontractor shall procure, with respect to relevant portion of the Work, from insurers approved by Contractor and, thereafter, maintain at its own expense, until the Work is completed and accepted, the insurance coverage stated on the **Schedule "C" (Insurance Requirements)** attached hereto, in the amounts and in accordance with any and all other requirements set forth on said Schedule, or as may be otherwise required by Owner's Landlord or by Law, whichever is the highest coverage mandated.

Certificates of Insurance evidencing such coverages, acceptable to Contractor and Owner and Owner's Landlord for each Project, shall be delivered to Contractor prior to the commencement of the Work by Subcontractor. Owner, Owner's Landlord, Architect and Engineer, as well as any entities as may be specified in **Schedule "C"**, shall be named as additional insured under the policies as referred to in paragraph above, as their respective interests may appear.

Article 11 BONDING REQUIREMENTS

If Subcontractor is retained to perform work that exceeds \$100,000, then the Contractor shall have the right to require the Subcontractor to furnish bonds covering faithful performance of the Work and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Subcontract Documents on the date of execution of the Subcontract.

In each such instance where Subcontractor is required to furnish performance bonds as set forth above, Subcontractor may additionally be obligated to furnish labour and material payment bonds, all of which shall meet the requirements of the province where the project is located, are in a form and substance satisfactory to the Contractor, and are in amounts equal to the Subcontract sum, which may change from time to time during the course of the Project.

Article 12 INDEMNIFICATION:

Subcontractor hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether employees of Subcontractor or otherwise, and to all property, caused by, resulting from, arising out of, or occurring in connection with the execution of the Work.

If any person shall make a claim as hereinabove described, whether such claim be based upon alleged active or passive negligence or participation in the wrong or any alleged breach of statutory duty or obligation on the part of Contractor, Owner, Landlord, or any of Contractor's affiliated companies, their agents, servants and/or employees, Subcontractor agrees to indemnify and hold harmless Contractor, Owner, Landlord, and Contractor's affiliated companies, their agents, servants and/or employees from and against any and all loss, expense, damage or injury that said entities and/ or persons may sustain as a result of any such claims, and Subcontractor agrees to assume, on behalf of said entities and persons, the defense of any claim and/or action at law or in equity, which may be brought against any of them upon such claims, and agrees to pay on their behalf, upon demand, the cost of such defense including, without limitation, reasonable attorneys' fees as well as the amount of any award and/or judgment that may be entered against any and/or all of them in any such action.

In the event of any such loss, expense, damage or injury, or if any such claim or demand is made, Contractor may withhold from any payment due Subcontractor an amount sufficient in Contractor's reasonable judgment to protect and indemnify Contractor, Owner, Landlord and/or Contractor's affiliated companies, their agents, servants or employees, from any and all such claims and expenses, including legal fees and disbursements, loss, damage or injury. The parties hereto acknowledge that the subject of Subcontractor's indemnification of Contractor, Owner, Landlord and Contractor's affiliated companies, their agents, servants and/or employees from liability for damages to persons or property caused in whole or in part by any act, omission or default of Contractor and such entities and persons, was specifically negotiated, discussed and agreed between the parties as set forth herein and a valuable consideration has been paid by Contractor to Subcontractor for such indemnification. Without Subcontractor's indemnification of Contractor and such entities and persons, as aforesaid, the Contract Sum to be paid by Contractor to Subcontractor pursuant to the Contract Sum would have been of a lesser sum. This provision shall survive Final Payment by Contractor to Subcontractor.

Article 13 NOTICES

All notices required or permitted hereunder shall be in writing and may be given by messenger or may be sent by Canada Post registered or certified mail (return receipt requested), Federal Express, Purolator,

United Parcel Service, or other national overnight courier service, or by facsimile and addressed as follows:

If to Contractor: Krown Retail Construction Ltd.
75 First Street, Suite #236
Orangeville, ON L9W 5B6
Attn:

With a copy to: Krown Retail Construction Ltd.
22 Coles Crescent, Units 1 and 2
Orangeville, ON L9W 5W2
Attn:

If to Subcontractor: _____

Attn: _____

Notice sent by mail is effective three (3) days after sending and notice delivered by messenger or national overnight courier is effective upon receipt.

Article 14 SAFETY AND CLEAN-UP

1. SAFETY

To protect persons and property, Subcontractor shall establish a safety program implementing safety measures, policies and standards conforming to (1) those required or recommended by governmental or quasi-governmental authorities having jurisdiction, and (2) requirements of this Agreement and Krown Retail Construction Ltd.'s Safety Policy. A copy of said safety program can be obtained on our website (www.krownretail.com) or upon written request. Subcontractor agrees to be responsible for their own agents, representatives, employees, suppliers and subcontractors, and must comply with safety policies as outlined by the Occupational Health & Safety Act.

The Subcontractor attests to reading the Health and Safety Policy provided to them on the website and will abide by all safety requirements and shall take reasonable precautions for safety of, and shall provide reasonable protections to prevent damage, injury, or loss to: i) employees on any Premises and other persons who may be affected by the Work; ii) the Work materials and equipment to be incorporated therein, whether in storage on or off a Premises, under care, custody or control of Subcontractor; and iii) other property at a Premises or adjacent thereto, including exterior structures at the place of construction.

Before commencing the Work set out in the Subcontract and before any of Subcontractor's personnel or equipment are brought on to Premises, and as a condition of payment, the Subcontractor shall sign and return a copy of the Subcontractor's Health and Safety Compliance Guide, herein attached under **Schedule "D"**.

Subcontractor shall not cause or permit any Hazardous Material (as hereinafter defined) to be brought upon, kept or used in or about any Premises and/or in connection with the performance of the Work by Subcontractor, its agents and/or employees. Subcontractor shall indemnify and hold harmless Contractor and Contractor's employees, invitees, agents and/or visitors from and against any and all costs, claims, suits, causes of action, losses, injuries or damages, including without limitation personal injury damage (including death) as well as damage to property, as well as any and all sums paid for settlement of claims,

reasonable attorneys' fees, consultants and experts fees resulting from any Hazardous Material brought upon, used or kept in or about any Project by Subcontractor and/or its agents and employees. This provision shall survive Final Payment by Contractor to Subcontractor for each applicable Project.

As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste including, but not limited to those substances, materials and wastes listed under any present or future federal, provincial or local statute, regulation, rule or ordinance or amendments thereto or replacements thereof, including without limitation, the Canadian Environmental Protection Act, Transportation of Dangerous Goods Act, Hazardous Products Act (includes the Workplace Hazardous Materials Information System), and any applicable hazardous waste law of the province in which the Project is located.

2. CLEAN UP

Subcontractor will continuously clean the job site, and Subcontractor's work areas will be maintained in an orderly and broom- clean condition at all times. Subcontractor will locate its materials and equipment so as to avoid interference with other trades. If Subcontractor fails to perform as required by this paragraph, Contractor may do so at Subcontractor's expense. Trades are responsible for removal of their own construction waste material to the designated area assigned by the site supervisor.

Article 15 CONTRACTOR, OWNER OR LANDLORD'S EXCESS COSTS:

Any cost or expense incurred by Contractor, Owner or Landlord which results directly or indirectly from any act or omission of Subcontractor, its employees or agents, including by way of example but not limited to, the making good of defective Work, proper cleanup and disposal of waste material, disposal of material wrongfully supplied, making good of any damage to property, excess costs for materials and labour, costs due to the inability of Subcontractor's trades to perform their own work properly or timely, and/or costs due to the inability of Owner to stock its merchandise/inventory at a Project site on schedule, shall all be borne, without limitation, by Subcontractor.

Contractor may charge such excess costs and/or expenses to Subcontractor who shall be liable for payment of same and in addition, and without prejudice to such other rights and/or remedies as Contractor may have, Contractor may offset monies to cover such costs and expenses from payments due Subcontractor.

Article 16 WARRANTIES AND INSPECTION

Subcontractor shall, within forty-eight (48) hours after receiving written notice from Contractor to such effect, proceed to take down all portions of the Work, and remove from a Project, Premises and/or building and grounds all materials, whether worked or unworked, which in Contractor's sole and reasonable judgment are unsound, improper or in any way fail to conform to the Drawings and Specifications, and shall make good, at no cost to Contractor or Owner, all Work and/or any other property damaged or destroyed thereby. Inspection or waiving of inspection by Contractor shall not relieve Subcontractor from its obligations to furnish material and equipment which is in accordance with the Specifications. If requested by Contractor, Subcontractor shall furnish evidence satisfactory to Contractor, including samples, of the quality and source of materials and supplies used in connection with the Work.

Subcontractor, for itself and each of its labourers, mechanics, material and equipment suppliers and all other persons acting through or under Subcontractor warrants to Contractor, that the Work shall be performed in a good and workmanlike manner; that all materials and supplies furnished or used in

connection with the Work shall be of good quality, new and free from defects and failures. Subcontractor shall remedy, without cost to Contractor, any and all defects and/or failures in the Work, including any/all workmanship or materials (or both) that arise within a period of one (1) year after the Final Payment for each Project hereunder, or for such greater period of time as may be required by the Specifications.

The foregoing warranties and guarantees shall be in addition to and not in lieu or in waiver of any other or further warranties or obligations which may be implied by law or which may be provided by any law or regulation of any public authority having jurisdiction thereof.

Article 17 CLOSING DOCUMENTS REQUIRED:

1. STATUTORY DECLARATION AND FINAL UNCONDITIONAL LIEN WAIVER

Statutory Declaration/Final Unconditional Lien Waiver (**Schedule "B"**) must be signed upon the submission of final payment. Upon submission of Final Payment: To the extent permitted under the laws, rules and judicial decisions of the jurisdiction where the Work is to be performed, the parties to this Subcontract agree that there shall be no lien or right to file a lien against the realty, structures or improvements that is/are the subject of the Work hereunder (collectively, the "Property"), or any part or parts thereof, for any labour done or materials furnished in the performance of such Work, any part or parts thereof, or extras there under or changes made therein; and that no such lien or claim shall be filed, or in any way attempted to be enforced by, or on behalf of, the Subcontractor, and/or any sub-subcontractors or material suppliers associated with such Work, against the Property, or any part or parts thereof, or the Contractor or the Owner and/or any of their respective officers, directors, administrators, agents, successors, assigns, or lessees thereof. It is the full intent of the Subcontractor for the Subcontractor and for any sub-subcontractor or material suppliers claiming for themselves by, through or under the Subcontractor, that any right to file a lien that would otherwise exist under the provisions of any applicable law for labour done or materials furnished within the construction or repairs of the structures and improvements on or within the Property, is hereby waived.

The Progress and Final Unconditional Lien Waivers in **Schedule "B"** are subject to change and may be modified, updated, formatted, replaced and/or substituted only by the Contractor or Owner and as required by Contractor or Owner's request.

2. AS BUILT DRAWINGS

As Built Drawings must be provided to the project manager upon completion of scope of work and incorporating any modifications during construction. These drawings should neatly incorporate any pertinent information, notes and data as requested or shown from the reviewed drawing notations. Prominently identify each of such drawings as "As Built" in the lower right hand corner in the revision column.

3. PUNCH LIST ITEMS

At the conclusion of construction, a "punch list" which requires correction or completion may be given to the Subcontractor. Subcontractor agrees to complete such "punch list" within three (3) day period shall give the Contractor the right, but not the obligation, to complete or correct said items without further notice to Subcontractor, and to charge the cost thereof to Subcontractor.

The Subcontractor shall, at its sole expense, promptly correct Work rejected by the Contractor, Owner, or Architect for failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of corrected such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

4. OTHER REQUIRED DOCUMENTS

HVAC SUBCONTRACTORS: Air Balance Report

SPRINKLER SUBCONTRACTORS: Verification Report

ELECTRICAL SUBCONTRACTORS: ESA Approved/Passed Final Inspection Permit and Electrical Load Balance/ Emergency Light Test

FIRE ALARM SUBCONTRACTORS: Verification Report

Any other pertinent documents needed to close with the appropriate building enforcement agency

All of the necessary documents that pertain to the Subcontractor's Scope of Work.

Article 18 FINAL PAYMENT

After Subcontractor has fully performed the Work under each Work Order including receipt of all documentation as set out in Article 16, the Final Payment shall be made by Contractor only upon receipt of a duly executed and notarized General Release from Subcontractor to Contractor, an Unconditional Waiver of Lien upon Final Payment in form attached hereto as part of **Schedule "B"**.

Article 19 MECHANICS' LIENS

Subcontractor covenants and specifically agrees for itself and, to the extent permitted by the laws of the province in which a Project is located, for its subcontractors, labourers and mechanics, material and equipment suppliers and all other persons acting through or under Subcontractor, that no mechanics' or materialmen's lien or claim shall be filed, asserted, claimed or maintained by it, them or any of them against any property other than the building, improvements or parcel/lot constituting or relating to a Project, for or on account of any work done or material, equipment or services furnished by it, them or any of them, under a Work Order or otherwise. Subcontractor shall cause this covenant to be inserted in and made a part of each and every subcontract that it executes with respect to the Work.

Subcontractor further covenants and specifically agrees that in the event any mechanics' or materialmen's lien or claim shall be filed, asserted, claimed or maintained by any sub-subcontractor or materialman of Contract or, whether meritorious or not, during the period extending through and including the period of Subcontractor's performance of the Work up until the date one (1) year after final performance by Subcontractor of the relevant Work, Subcontractor shall, at no cost to Contractor, by posting bond or cash security, or otherwise, cause such lien or claim to be removed within ten (10) days of the earlier of: i) the filing of the lien or claim or ii) Subcontractor's receipt of notice of the lien or claim. Subcontractor agrees that any failure by it to bond off or remove any lien in accordance with this article shall operate as a complete, total and absolute waiver and relinquishment of any right which Subcontractor has to receive any further payments from Contractor under, in connection with, or in any way relating to the Work, a Work Order and this Agreement.

The breach by Subcontractor of either of the foregoing covenants or specific agreements shall constitute a material breach of this Agreement entitling Contractor to exercise any or all of the rights and remedies available to Contractor under this Agreement or any Work Order, as well as any other rights and/or remedies granted to Contractor by law or in equity.

Article 20 LAWS, REGULATIONS AND TAXES

1. LICENSES AND PERMITS

Subcontractor shall, at its own expense, obtain and maintain in force all licenses and registrations necessary to permit Subcontractor to perform and complete the Work.

2. COMPLIANCE

In the performance of the Work, Subcontractor shall comply with all laws, ordinances and regulations of all public authorities having jurisdiction thereof. Without limiting the generality of the foregoing, Contractor shall comply with all applicable building codes, zoning laws and fire regulations, all applicable provisions of any laws or regulations relating to payment of prevailing wage rate, Occupational Health and Safety Act compliance and other requirements concerning those employees of Subcontractor that are utilized in performing the Work. In connection with the foregoing, Subcontractor shall promptly, as and when requested from time to time by Contractor, submit to Contractor such records, information and certificates, including payroll records, as may be required by Contractor, all in such form as shall be prescribed by Contractor.

3. UNION TRADES

Any union trades must follow the safety and regulations set out in their affiliation/collective agreement to perform the scope of work onsite accordingly with union labour forces. Collective bargaining negotiations, because of the expiration of any union and/or trade agreements, may occur without prior notice to the Subcontractor or any Sub-subcontractor. Regardless of the results of any collective bargaining negotiations during the term of this Agreement, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labour disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union and/or trade agreement or any other cause, the Subcontractor and any sub-subcontractors shall cooperate with the Contractor concerning any legal, practical or contractual actions to be taken by the Contractor in response thereto and shall perform any actions requested by the Contractor to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to the facilities. It is the Subcontractor's obligation, at the Subcontractor's own cost and expense, to take all steps available to prevent any persons performing the Work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities. Notwithstanding any such occurrences, the Subcontractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.

In the event Contractor is required to retain outside counsel as a result of Subcontractor's failure to perform or fulfill these obligations, Subcontractor shall reimburse Contractor all such reasonable attorney's fees and related costs.

4. TAXES

Subcontractor shall pay all payroll taxes and source deductions, withholding taxes and any other tax or contribution now or hereafter in effect imposed by reason of or measured by the employment of any person or the payment of any wage, salary or other remuneration, by Subcontractor, in the performance hereof. Subcontractor shall keep all records and make all reports and returns and shall comply with all laws, rules and regulations in connections with such employment and such taxes and contributions. Subcontractor shall indemnify and hold harmless Contractor and the Owner, their successors and assigns, from all claims, liabilities, damages, costs and expense whatsoever including, without limitation, reasonable attorneys' fees, on account of such taxes, contributions or reports and returns.

Article 21 TEMPORARY SUSPENSION OF WORK

The Contractor shall have the authority to suspend the Work, in whole or in part, for such periods and such reasons as it may deem necessary or desirable in its sole discretion, including without limitation:

1. Conditions considered unfavourable for the suitable prosecution of the Work; and/or
2. Other conditions considered unfavourable for the suitable prosecution of the Work; and/or
3. Other conditions considered adverse to the best interest of the Contractor

Any such suspension shall be in writing to the Subcontractor. The Subcontractor shall obey immediately such orders of the Contractor and shall not resume the Work until so ordered in writing by the Contractor. The Subcontractor shall be entitled to an extension of the Contract Time not to exceed the length of time that the Work was suspended if, but only if, the claim is submitted in accordance with the terms set out in this Agreement and the suspension is not due to an act, omission or neglect of the Subcontractor or any other person or organization for whose acts or omissions they or any of them may be liable.

Article 22 DEFAULT AND TERMINATION

Without prejudice to or waiver of any other rights or remedies Contractor may have, Contractor may terminate this Subcontract by notice in writing to Subcontractor upon the occurrence of one or more of the following events:

1. CONTRACTOR'S RIGHT TO STOP WORK:

If in the reasonable belief of the Contractor the Subcontractor is performing defective work, is failing to correct defective work or is otherwise failing to carry out the Work in accordance with Contract documents, then the Contractor may serve a written notice upon the Subcontractor that he is to stop the Work, or the portion of it described in the notice, until such time as the cause for such stop order has been eliminated. In no event shall the Contractor's right to stop the work obligate the Contractor to do so for the benefit of the Subcontractor or any other entity or person and the Subcontractor shall have no claim for damage by reason thereof.

2. IMMEDIATE TERMINATION

The Contractor may terminate the Contract if the Subcontractor:

- 2.1. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2.2. Fails to make payment for materials or labour in accordance with the respective agreements between Subcontractor and its subcontractors or suppliers
- 2.3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- 2.4. Otherwise is guilty of a material breach of a provision of the Contract Documents.

3. DEFAULT

If Subcontractor (a) fails to perform the Work or any part thereof within the applicable Time of Performance specified in any Work Order or any extension thereof, the schedule and sequence of which is acknowledged and agreed by Subcontractor to be a material term of each Work Order and this Agreement or (b) fails in Contractor's sole and reasonable judgment to make progress thus endangering performance of this Agreement in accordance with its terms, or (c) fails to perform any of the other provisions of this Agreement on its part to be performed, and such failure is not excused by Contractor pursuant to Article 11 hereof, or is not corrected by Subcontractor within five (5) days after written notice from Contractor, or (d) makes an assignment for the benefit of creditors, or a petition in any court is filed by or against Subcontractor to have it adjudicated as bankrupt or for its reorganization or arrangement because of insolvency, then Subcontractor shall be deemed to be in default and this Agreement and

any/all Work Orders may be terminated by Contractor in whole or in part upon five (5) days written notice to Subcontractor.

In the event of termination pursuant to this Article, Contractor may complete the Work and/or employ any other person or persons to complete the Work, on whatever terms and in whatever manner as Contractor may deem expedient, and Subcontractor shall be liable for any excess costs for completion of the Work. In the event Subcontractor is deemed to be in default and Contractor does not elect to terminate in whole or in part this Agreement or the applicable Work Order, Contractor shall have the right, on five (5) days written notice, to take possession of the related Premises and of all materials, equipment, tools, construction equipment and machinery related to such Project therein owned by Subcontractor, take assignment of Subcontractor's subcontracts and complete those portions of the Work in default and deduct the cost incurred in completing the Work from money due to Subcontractor hereunder.

The rights and remedies of Contractor as provided in this Article are in addition to any rights or remedies provided by law or elsewhere in this Agreement.

In the event of termination of this Agreement as provided for in this Article 23, all Work for which Contractor has paid and to which title has passed to Contractor shall thereupon be delivered to Contractor. If not so delivered within five (5) days from termination for a Work Order or this Agreement, Subcontractor grants to Contractor and its agents the right to enter Subcontractor's plant(s), premises, and/or storage areas to obtain such Work.

4. NOTIFICATION/DELAY OF PROJECT:

Notification must be immediate if the schedule or the scope of work cannot be met. Subcontractors that fail to adhere to the construction schedule and/or General Contractors schedule will be served a 24-hour "NOTICE TO MAN THE JOB". Failure to adhere to the stipulations set out in this notice will be cause for immediate termination and removal from the job. Any additional cost incurred to complete the contracted work will be at the expense of the subcontractor. Any delay in the construction schedule may result in back charges to the subcontractor.

5. OTHER TERMINATION EVENTS

- 5.1. Subcontractor shall default in the performance of any of its obligations under this Subcontract, or
- 5.2. Subcontractor shall be adjudicated insolvent or bankrupt pursuant to the provisions of any insolvency or bankruptcy act, or a receiver or trustee of the property of Subcontractor shall be appointed by reason of Subcontractor's insolvency or inability to pay its debts, or any assignment shall be made of Subcontractor's property for the benefit of creditors, or any of Subcontractor's property used in connection with the Work shall be taken in execution or by other process of law; or
- 5.3. Contractor's agreement with the Owner is terminated for any reason whatsoever.

Article 23 ENFORCEMENT:

If the Subcontractor should fail to perform the Work properly or fail to perform any provision of the Contract documents and Contractor incurs any cost or expense reasonably relating to enforcement of the Contract, including, without limitation, reasonable legal fees, additional administrative, managerial and engineering costs, costs of obtaining any new proposals, letting new contracts, providing materials and labour, insurance and any other damages resulting from Subcontractor's default, then Contractor may deduct such costs and expenses from the payment then or thereafter due to the Subcontractor. To the extent that Contractor is not fully reimbursed by Subcontractor for the Correction Costs as provided in the immediately preceding sentence, Contractor shall have the right to back charge the Subcontractor therefore and to offset against and reduce contract price amounts that otherwise would be payable to Subcontractor for the full amount thereof.

Article 24 LIABILITY

To the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless the Contractor, its affiliated corporations, the engineers and architects, their respective officers, employees and agents from and against any and all claims, actions, suits or demands including cost, litigation expenses, counsel fees and liabilities incurred in connection therewith, arising out of injury to, or death of, any person whatsoever or damage to property of any kind by whom so ever owned, to the extent caused by the acts errors or omissions of the Subcontractor, or any firm, entity or other person for whose acts or omissions the Subcontractor is responsible, or any of them, while engaged in the performance of the Work, or out of the actual or alleged failure of Subcontractor or Sub-subcontractor to perform any obligations under the contract documents, subcontract. This indemnification obligation: (a) shall not be limited in any way by the amount or type of insurance carried by Subcontractor or any Sub-subcontractor or by the amount of damages, compensation or benefits payable under workers compensation acts, disability benefit acts or other employee benefit acts; and (b) expressly extends to any matter for which the Contractor or its affiliated corporations expends money, or becomes obligated to expend money, to indemnify, defend or hold harmless the landlord of the Project or any other person or entity pursuant to any lease or related document or agreement affecting the Project. Contractor shall have the right, but not the obligation, to appoint counsel for and defend itself, at the Subcontractors expense, against civil, administrative, or criminal actions, suits or proceedings arising out of the foregoing even if any of the allegations thereof are groundless, false or fraudulent.

Article 25 INVOICING AND PAYMENT

1. GENERAL CONDITIONS OF PAYMENTS

- 1.1. Prior to any payment being made hereunder, Subcontractor shall submit to Contractor a requisition for payment which shall contain an itemized list with description, value or price, and location of all materials purchased by Subcontractor, products manufactured or services rendered for the Work with respect to which payment is requested. In the event that Subcontractor is required to collect provincial and/or local sales or use taxes included in a Contract Sum, a separate, itemized statement of such taxes and evidence of appropriate registration by Subcontractor to collect such taxes, together with such other evidence as Contractor requires, shall be submitted by Subcontractor to Contractor in order for Subcontractor to collect such taxes.
- 1.2. Each payment hereunder shall be subject to verification by Contractor that Subcontractor has fully and satisfactorily performed those of its obligations under each Work Order applicable to the Work for which payment is requested, and that the amount of payment requested by Subcontractor is then due and correct.
- 1.3. Contractor may withhold any payment if Subcontractor's performance of any of its obligations under a Work Order is unsatisfactory.
- 1.4. Contractor may withhold any payment during the pendency of any controversy between or among Subcontractor and its subcontractors or suppliers and or any employees or agents of any of them regarding payments alleged by such subcontractors or suppliers or employees or agents to be owing for work, services and/or materials incorporated in the Work. No payment will be made by Contractor to Subcontractor until Subcontractor has given to Contractor evidence satisfactory to Contractor, including affidavits or waivers or releases of liens or claims, that no bills for labour, services, materials, or subcontract work, insofar as they pertain to each Work Order, are overdue.
- 1.5. No verification or payment made by Contractor under a Work Order shall be evidence of acceptance by Contractor of Subcontractor's performance of its obligations under such Work

Order, either in whole or in part, and no verification or payment, including Final Payment, shall be construed to be acceptance by Contractor of defective Work or improper materials.

1.6. Any warranties made by Subcontractor shall survive Final Payment.

2. INVOICE REQUIREMENTS

- 2.1. A valid Job Number and Purchase Order/Subcontract Number must be stated on invoice
- 2.2. State original contract amount. Change Order Amounts and Percentages completed are listed as separate line items and must be invoiced separately.
- 2.3. State the total amount completed to date
- 2.4. Deduct previous billings
- 2.5. State gross amount of invoice
- 2.6. HST/GST is to be added separately and not included in the above amounts. HST/GST number must be indicated on invoice.

3. DOCUMENTS REQUIRED FOR PAYMENT

If the Subcontractor fails to provide any of the documents in Article 10 (Insurance Requirements, including, but not limited to Workers Compensation Certificate and Certificate of Insurance) and/or Article 17 (Closing Documents Require, including, but not limited to Statutory Declaration, Lien Waiver, As-Built Drawings and Other Required Reports), the Contractor shall be entitled to deduct from amounts otherwise payable to the Subcontractor an amount sufficient to cover any liability which it might incur as a result of the Subcontractor's failure, or may elect not to make payment to the Subcontractor, in the Contractor's sole and absolute discretion.

4. PROGRESS PAYMENT

Application for monthly payment claims shall be submitted by the 25th calendar day of each month. Progress claims received by the 25th of the month will be paid by the last day of the following month. Application for release of holdback monies may be made following substantial performance of the contract. Email Invoices are acceptable.

With application for monthly payment claim, Subcontractor shall deliver to Contractor an executed Statutory Declaration of Progress Payment Distribution by Subcontractor (CCDC 9B-2018) and Partial Waiver of Lien Upon Progress Payment in the form attached hereto as a part of **Schedule "B"**, concurrent with the submission of any Progress Payment invoice.

5. FINAL PAYMENT

After Subcontractor has fully performed the Work under each Work Order including receipt of all as built and completion of any punch list items, the Final Payment shall be made by Contractor only upon receipt of a duly executed and notarized General Release from Subcontractor to Contractor, Statutory Declaration of Progress Payment Distribution by Subcontractor (CCDC 9B-2018) and Unconditional Waiver of Lien upon Final Payment for the furnishing of goods and/or services for the Project's Work in form attached hereto as part of **Schedule "B"**.

6. METHODS OF PAYMENT

Krown pays invoices through Electronic Funds Transfer ("EFT"). The EFT Authorization Form (**Schedule "E"**), and as found within contractor documents on the Krown website, must be completed and submitted to the office before payment can be released.

Article 26 OVERTIME PAY:

No payment for extra work or for overtime for a Project or otherwise at a Premises will be made by Contractor to Subcontractor except upon the prior written authorization of Contractor.

In the event of such prior written authorization by Contractor for overtime, a detailed roster of wage earners so employed in overtime work for the applicable Project, by name, setting forth their classifications, and hours worked, are to be submitted for approval by Contractor and presented to support Subcontractor's invoices. If accepted by Contractor, such roster and rates shall be incorporated into the Work Order via a mutually executed Change Order and shall become part of the Labour Rates for the Project although Subcontractor must receive Contractor's consent in advance for overtime to be worked in each instance.

The cost of overtime will be time card cost plus only those additions applicable to overtime. No overhead or profit will be allowed on overtime pay. In no event shall any payment whatsoever under any condition, be made for overtime in Subcontractor's plant or elsewhere not at a Premises.

Article 27 CHOICE OF LAW AND CONSENT TO JURISDICTION

This Subcontract, by its terms, is accepted and therefore deemed to be entered into in the Province of Ontario and shall be interpreted, governed and construed according to the laws of the Province of Ontario. The parties hereto hereby irrevocably consent and covenant to submit to the exclusive jurisdiction and venue of any provincial or federal court(s) situated in Dufferin County, Ontario that may be designated by Contractor, over any suit, action or proceeding which arises out of or relates in any way to this Agreement or any judgment and/or lien entered in any court and/or quasi-judicial body in respect hereof, and consent to service of process by registered mail, return receipt requested, or by any other manner provided by Canadian law. The parties hereby waive the right to contest jurisdiction and venue of said court(s) located in Dufferin County, Ontario on the grounds of inconvenience or otherwise. It is expressly understood and agreed that the prevailing party in any action filed pursuant to this paragraph shall be entitled to recover all legal fees and costs incurred in enforcing this Agreement.

Article 28 NON-PUBLICATION, USE OF OWNER'S NAME AND CONFIDENTIALITY

Neither the Subcontractor nor any of its subcontractors, by virtue of this Agreement, shall acquire any rights to use, and they shall not use Owner's name, trade name, trademark, logo, or other intellectual property (either alone or in conjunction with or as part of any other work or name) in any advertising, publicity or promotion; to express or imply any endorsement of its work or services; or, except to the extent necessary to enable Subcontractor to perform the Work or any of its subcontractors to perform its portion thereof, in any other manner. Subcontractor shall not disclose any information provided by Contractor to it under this Agreement (the "Confidential Information") to any third Person except as follows:

1. to third persons as reasonably necessary to effectuate the purposes of this Agreement and who have similar confidentiality obligations to those included in this Agreement;
2. to the Subcontractor's employees, counsel, accountants or other consultants which agree to comply with the requirements of this Section
3. in order to comply with any applicable law, order, regulation, rule, including tax compliance or tax audit matters, provided that prior to making any such disclosure (except with respect to tax matters) the Subcontractor shall notify the Contractor of any proceeding of which it is aware which may result in disclosure and use reasonable efforts to limit or prevent such disclosure;
4. to the extent that the Confidential Information is or becomes publicly available through no fault of the Subcontractor;
5. to the extent that the same information is in the possession of the Subcontractor prior to receipt of the Confidential Information, as can be proven by contemporaneous evidence;

6. to the extent that the same information is independently developed by the Subcontractor without in any way relying on any Confidential Information, as can be proven by contemporaneous evidence; OR
7. to the extent that the same information becomes available to the Subcontractor on a non-confidential basis from a source other than the Contractor, which source is not prohibited from disclosing such information by a legal, contractual, or fiduciary obligation to the Subcontractor.

The Contractor shall be entitled to all remedies available at law or in equity, including without limitation injunctive relief, to enforce or seek relief in connection with this Section.

Article 29 CONFIDENTIAL INFORMATION

Subcontractor hereby acknowledges that during the performance of this contract, the Subcontractor may learn or receive Confidential Information from the Contractor and therefore Subcontractor hereby confirms that all such information relating to the Contractor's business will be kept confidential by the Subcontractor, except to the extent that such information is required to be divulged to the Subcontractor's clerical or support staff or associates in order to enable Subcontractor to perform the Subcontract Work.

1. DEFINITIONS AND INTERPRETATION

In this agreement, unless the context otherwise requires:

- 1.1. **'The Confidential Information'** means the business, commercial, economic, financial, operational, technical, administrative, marketing, planning and staff information and data relating to the Contractor or their interests disclosed to the Subcontractor during the Work and its Discussions, whether in written, oral, pictorial or any other form, and all information, data, know-how, formulae, processes, designs, photographs, drawings, specifications, software programs, samples or other material attributable to or deriving its existence from the Discussions;
- 1.2. **'The Confidential Information'** does not include:
 - 1.2.1. information that is in the public domain at the time of its disclosure to the Subcontractor or that comes into the public domain after its disclosure to the Subcontractor otherwise than by reason of a breach of this agreement,
 - 1.2.2. information that was already demonstrably known to the Subcontractor at the date of disclosure and was not received in confidence from the Contractor, or
 - 1.2.3. information that is required to be disclosed as a matter of law;
- 1.3. **'The Discussions'** means:
 - 1.3.1. any discussions relating to the Work (as defined in this Agreement) or constituting advice in respect of it, and
 - 1.3.2. any discussions that would or could result in the parties entering into any arm's length contractual relationship (other than this Agreement) with each other or any agreement that would or could constitute the parties a partnership, association, joint venture or other co-operative entity in each case to the extent that the same relates to the Work;
- 1.4. **'Proprietary Information'** means any information or data in whatever form, nature or media disclosed by the Contractor (or its representative) pursuant to this Agreement and which is designated by the Contractor as proprietary or confidential by an appropriate stamp, legend, email header/footer or any other notice, or when disclosed orally or visually, is identified as proprietary or confidential at the time of disclosure, including any information or data developed by the Subcontractor for the Contractor.

2. CONFIDENTIALITY

In consideration of the Contractor making the Confidential Information available, the Subcontractor undertakes to the Contractor that:

- 2.1. They will not use the Confidential Information for any purpose other than the Discussions and, without limitation of the foregoing, will not use any the Confidential Information to procure any commercial advantage over the Contractor or to solicit or attract any directors, employees or customers of the Contractor away from them;
- 2.2. They will not without the express prior written consent of the Contractor disclose any of the Confidential Information to any person other than the directors, employees and professional advisors necessarily required to receive and consider it in the course of their duties to participate in or evaluate the Discussions, and will ensure that those to whom the Confidential Information is disclosed observe the terms of this agreement in all respects as if they were party to it; and
- 2.3. They will not without the express prior written consent of the Contractor disclose to any person, other than the directors, employees and professional advisors necessarily required in the course of their duties to be aware of it, the fact that the Discussions are taking place or have taken place.

3. NOTIFICATION

Where the Subcontractor is required as a matter of law to disclose any of the Confidential Information they shall promptly notify the Contractor of that fact, in writing with a confirmation of receipt by the Contractor.

4. CONFIDENTIALITY MEASURES

The Subcontractor undertakes to the Contractor that they will:

- 4.1. keep the Confidential Information in a secure place separate from other documents and materials;
- 4.2. not store or use the Confidential Information in any networked computer system that is not secure; and
- 4.3. keep the Confidential Information received by them at their usual place of business.

5. RETURN OF THE CONFIDENTIAL INFORMATION

The Subcontractor shall, forthwith upon receipt of written demand from the Contractor, return all the Confidential Information provided to them, or their directors, employees and professional advisors that is in written form, and all copies of it.

6. PRESERVATION OF RIGHTS

Nothing in this agreement shall transfer to the Subcontractor any right or interest whatsoever in any intellectual property belonging to the Contractor. Any Confidential Information disclosed or acquired hereunder shall remain the property of the Contractor or the originator of such Confidential Information. No license of any intellectual property rights is granted by the disclosure or acquisition of such Confidential Information. The disclosure of Confidential Information shall not constitute any representation or warranty with respect to the non-infringement of Intellectual Property Rights belonging to third parties.

7. WAIVER

- 7.1. A waiver of any term, provision or condition of this agreement shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which it is given.
- 7.2. No failure or delay on the part of any party in exercising any right, power or privilege under this agreement shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or the exercise of any other right, power or privilege.
- 7.3. No breach of any provision of this agreement shall be waived or discharged except with the express written consent of the parties.

8. INVALIDITY

8.1. If any provision of this agreement is or becomes invalid, illegal or unenforceable in any respect under the law of the jurisdiction, whether or not pursuant to any judgment or otherwise:

8.1.1. the validity, legality and enforceability under the law of that jurisdiction of any other provision, and

8.1.2. the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,

shall not be affected or impaired in any way.

8.2. If any provision of this agreement is held to be void or declared illegal, invalid or unenforceable for any reason whatsoever, that provision shall be divisible from this agreement and shall be deemed to be deleted from it and the validity of the remaining provisions shall not be affected. If any such deletion materially affects the interpretation of this agreement, the parties shall use their best endeavours to negotiate in good faith with a view to agreeing a substitute provision as closely as possible reflecting the commercial intention of the parties.

9. REMEDIES

9.1. The rights and remedies provided for by this agreement are cumulative with and not exclusive of any rights or remedies provided by law.

9.2. Without prejudice to any other rights or remedies of the parties, each party acknowledges for the benefit of the other that damages might not be an adequate remedy for any breach of the provisions of this agreement and that, accordingly, either party shall be entitled without proof of special damage to the remedies of injunction and specific performance and other equitable remedies for any threatened or actual breach of the provisions of this agreement by the other.

Article 30 MODIFICATIONS, TERMINATION AND WAIVER:

This Agreement cannot be altered, modified or amended (except as specifically set forth in this Agreement) unless in a writing duly executed by authorized officers of Contractor and Subcontractor. This Agreement shall have an initial term of three (3) years from the date first set forth above (the "Initial Term") and shall automatically renew for additional one (1) year terms thereafter (each a "Renewal Term") until terminated as provided herein. After the Initial Term, this Agreement shall terminate when more than two (2) years have elapsed from the last time Contractor issued a Final Payment under a Work Order executed by the parties. In the event of such expiration, the parties may reinstate this Agreement or execute a new Agreement upon mutual, written agreement of the parties. For the avoidance of doubt, in the event of such expiration of the Agreement, if the parties execute a new Work Order, such execution of that Work Order shall serve as the written agreement of the parties to reinstate the Agreement as governing that Work Order unless specifically stated otherwise in the Work Order.

In addition to any rights as set forth under this Agreement, Contractor may terminate any Work Order, Project or this Agreement at any time for any reason or no reason upon ninety (90) days written notice to Subcontractor. If the event of such termination by Contractor, Contractor shall pay Subcontractor for any Work performed under a terminated Work Order up to and including the date of termination.

Delay or omission by either party to exercise any right or power accruing upon any noncompliance or default by the other party with any of the covenants of this Agreement shall not be construed to be a waiver of successive or continuing breaches of any covenant.

ACKNOWLEDGEMENT OF TERMS AND CONDITIONS OF THIS MASTER AGREEMENT FOR SUBCONTRACTOR SERVICES

In Witness whereof, the parties have caused this Agreement to be duly executed in their respective names pursuant to due authorization as of the date first above written.

By: **Krown Retail Construction Ltd.**
(Contractor)

Signature

Kevin Walter
Print Name

Director
Title

Date

By: _____
(Subcontractor)

Signature

Print Name

Title

Date

SCHEDULE A - WORK ORDER

Insert mutually agreed document setting forth the scope of Work, Requirements, any additional schedules, Documentation, Drawings, Alternates and all other Project specific requirements, which shall include such information issued by Contractor in an invitation to Bid. Any Work Schedule must reference the Agreement as its governing document.

SCHEDULE B - LIEN WAIVERS AND STATUTORY DECLARATIONS

Article 1 STATUTORY DECLARATION / CCDC 9B-2018

Statutory Declaration of Progress Payment Distribution by Subcontractor Standard Construction Document
CCDC 9B – 2018

To be made by the Subcontractor as a condition for either <input type="checkbox"/> second and subsequent progress payments; or <input type="checkbox"/> release of holdback.	Application for payment number _____ dated _____ is the last application for payment for which the Subcontractor has received payment.
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Information Appearing in the Subcontract Documents

Name of Project	
Date of Subcontract: _____	
Name of Contractor	Name of Subcontractor

Declaration

I solemnly declare that, as of the date of this declaration, I am an authorized signing officer, partner or sole proprietor of the Subcontractor, and as such have authority to bind the Subcontractor, and have personal knowledge of the fact that all accounts for labour, sub-subcontracts, products, services, and construction machinery and equipment which have been incurred directly by the Subcontractor in the performance of the work as required by the subcontract, and for which the Contractor might in any way be held responsible, have been paid in full as required by the subcontract up to and including the latest progress payment received, as identified above, except for:	
1) holdback monies properly retained, 2) payments deferred by agreement, or 3) payment withheld by reason of legitimate dispute which has been identified to the party or parties from whom payment has been withheld.	
I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.	
Declared before me in _____ this _____ day of _____ in the year _____ <small style="margin-left: 100px;">City/Town and Province</small>	
_____ <small>Name</small>	
_____ <small>Title</small>	
_____ <small>Signature</small>	_____ <small>(A Commissioner for Oaths, Notary Public, Justice of the Peace, etc.)</small>

<p>The making of a false or fraudulent declaration is a contravention of the Criminal Code of Canada, and could carry, upon conviction, penalties including fines or imprisonment.</p>	<p>Apply a CCDC 9 copyright seal here.</p>
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Use of this form without a CCDC 9 copyright seal constitutes an infringement of copyright. Use of this form with a CCDC 9 copyright seal demonstrates that it is intended by the parties to be an accurate and unamended version of CCDC 9B – 2018.

Article 2 UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.

Identifying Information

Name of Claimant:

Name of Customer: KROWN RETAIL CONSTRUCTION LTD

Job Location:

Owner:

Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

(\$) _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:

Claimant's Title:

Date of Signature:

Province of:

County of:

} SS

Subscribed and sworn to before me,

Notary Public Signature:

My Commission expires:

This form is subject to change and may be modified, updated, formatted, replaced and/or substituted only by the Contractor or Owner and as required by Contractor or Owner's request.

Article 3 UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer **KROWN RETAIL CONSTRUCTION LTD.**

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

Province of: _____ }
County of: _____ } SS

Subscribed and sworn to before me, _____

Notary Public Signature: _____

My Commission Expires: _____

This form is subject to change and may be modified, updated, formatted, replaced and/or substituted only by the Contractor or Owner and as required by Contractor or Owner's request.

SCHEDULE C - INSURANCE REQUIREMENTS

Before commencing the Work set out in the Subcontract and before any of Subcontractor’s personnel or equipment are brought on to Premises, and as a condition of payment, the Subcontractor shall, at its sole cost and expense, purchase and maintain the following insurances for a period throughout the term of this Agreement and for a period of three (3) years after final acceptance of the work, for such additional time that may be required, for the benefit of Contractor, Subcontractor and the Owner. Such insurance coverage relating to the Work as Contractor is required to maintain under the agreement with the Owner. The insurance policy is not to be canceled, reduced or in any manner diminished except upon not less than (30) days prior notice in writing to Contractor.

The policy requirements must have the minimum limits as follows:

1. WORKERS COMPENSATION INSURANCE AND EMPLOYER’S LIABILITY

(i) Workers Compensation Insurance

- as required by law in the province where the work is being performed must be provided before commencing work and must be maintained in good standing throughout the duration of the Work. Failure to provide the clearance will result in a deduction of the amount due and Krown will pay the amount of insurance due to the Worker’s Compensation Board.

(ii) Employer’s Liability insurance

- as required by the laws of the province in which the project(s) is located and with a minimum limit of \$1,000,000 for each accident, bodily injury by disease (each employee) and bodily injury (policy limit).

The principal Name and Address is as follows:

Krown Retail Construction Ltd.
75 First Street, Unit 236
Orangeville, ON L9W 5B6

2. CERTIFICATE OF INSURANCE

A Certificate of Insurance naming the above Principle as the Certificate Holder and with the following outlined requirements:

(i) Comprehensive General Liability Insurance

Commercial General Liability Insurance, including coverage for premises, operations, completed operations and products liability, contractual liability, broad-form property damage, independent contractors' liability and personal injury, written on an "occurrence" basis, providing protection against bodily injury, property damage, personal and advertising liability, contractual liability, products and completed operations on an occurrence basis. The limit of liability shall be a minimum amount of two million dollars (\$2,000,000) and in the aggregate. A combination of umbrella/excess policies can be used to satisfy this requirement. If umbrella/excess policies are used to satisfy this requirement, all umbrella/excess policies must be on a follow form basis to the underlying primary policy. Limits shall be dedicated to each project. If Contractor provides coverage under a blanket policy, then please contact the risk management team for further review of the limit adequacy.

(ii) Additional Requirements for Commercial General Liability Policy

The Commercial General Liability Policy shall provide insurance for the Subcontractor for bodily injury to third parties and property damage to third parties' property, other than to the Work, arising out of: (i) Work performed by the Subcontractor itself with its own employees, called "Premises-Operations;" (ii) Work performed by the Subcontractor's Sub-Subcontractors, called "Sublet Work" or "Independent Subcontractors;" (iii) Broad-form Subcontractor's Liability assumed under this Agreement, called "Hold Harmless Clauses" or "Indemnity Agreements;" (iv) Products Liability coverage covering the completed

building or installation of products furnished; (v) If any Work is to be performed below the surface of the ground, the coverage under this insurance shall be extended to include protection against property damage caused by explosion, collapse of structure and damage to the underground pipes and utilities; and (vi) The coverage under this insurance shall include a broad-form property damage endorsement.

(iii) Comprehensive Automobile Liability

Including owned, hired and non-owned coverage with a minimum combined single limit of \$2,000,000 each accident, bodily injury and property damage. This insurance shall extend to all owned or hired vehicles of the Subcontractor and non-ownership protection for all employees of the Subcontractor engaged in the performance of this Agreement.

(iv) Special Cause of Loss Property Insurance (formerly All Risk)

Subcontractor to (optional) evidence coverage for tools and equipment. Limits and coverage requirements in a signed lease agreement supersede this recommendation.

(v) Excess Liability Insurance

Excess Liability Insurance may be used to obtain the limits following the form and amounts of the primary insurance, described in the preceding sections.

SCHEDULE D – HEALTH & SAFETY COMPLIANCE GUIDE

SUBCONTRACTORS HEALTH/SAFETY COMPLIANCE GUIDE

All Sub-contractors are responsible for minimizing accidents/incidents while operating within the job-site perimeters contracted with Krown Retail Construction, as well as ensuring compliance with the organizational safe work practices and procedures.

Should a Subcontractor after being awarded a Purchase Order to supply goods and/or services to Krown Retail Construction, either create an unsafe condition, or demonstrate an unsafe act, which is witnessed by any employee/subcontractor, their Contract Agreement will be considered terminated.

The following parties have read and agreed by their signatures to the implementation and enforcement of these procedures effective immediately.

I ACKNOWLEDGE RECEIPT OF THE HEALTH AND SAFETY POLICY, AND HAVE READ AND AGREED TO ABIDE BY THIS POLICY.

Print Name:

Company

Signature: _____

Contract/PO Reference: Master Agreement for Subcontractor Services Date: _____

SCHEDULE E – EFT AUTHORIZATION FORM

SECTION A: COMPANY INFORMATION

1. TYPE OF ACTION A. <input type="checkbox"/> NEW	2. BUSINESS # OR SIN	6. EMAIL ADDRESS
B. <input type="checkbox"/> CHANGE	3. PHONE NUMBER	7. COMPANY NAME
C. <input type="checkbox"/> CANCEL	4. FAX NUMBER	8. ADDRESS

SECTION B: FINANCIAL INSTITUTION INFORMATION.

INSTITUTION ID# (3 DIGITS)	
ROUTING # (5 DIGITS)	
BANK ACCOUNT #	

ACCOUNTS RECEIVABLE CONTACT

FIRST NAME	
LAST NAME	
EMAIL	

LIEN WAIVERS/STAT DECS CONTACT

FIRST NAME	
LAST NAME	
EMAIL	

***Important! Please read and sign before submitting.* CANCELLATION / CHANGE OF ACCOUNT**

The agreement represented by this authorization remains in effect until canceled in writing by the payee or until the program is suspended or terminated by **KROWN RETAIL CONSTRUCTION**. Payments to you will be deposited into the account designated below until Krown Retail Construction is notified in writing that you wish to cancel this authorization or designate a different Financial Institution or account. Six (6) to ten (10) banking days are needed to execute your instructions. To make any changes, you must submit a new Authorization Form with the updated information. If any action or inaction taken by the payee results in non-acceptance of an EFT deposit by the designated Financial Institution, payee acknowledges that **Krown Retail Construction** has no responsibility to issue another payment until the funds for the non-accepted deposit are returned to **Krown Retail Construction** by the Financial Institution. If non-acceptance by the Financial Institution is the result of action or inaction taken by the payee, late fees and penalties including consequential damages caused by this non-acceptance do not apply. **Please DO NOT CLOSE YOUR ACCOUNT UNTIL ONE WEEK AFTER NOTIFYING Krown Retail Construction.**

RECOVERY OF FUNDS DEPOSITED IN ERROR

In the event that an erroneous EFT payment occurs, creating an over-payment, **Krown Retail Construction** reserves the right to debit your account for an amount not to exceed the amount of the erroneous EFT payment. In the event that a debit adjustment cannot be implemented, **Krown Retail Construction** may utilize any other lawful means to recover payments to which the account holder is not entitled, including deducting the amount owed from future payments until the total over-payment is recovered.

By signing this form, account holder(s) acknowledge their acceptance of these terms and conditions.

I/We certify that I/we have read and understand the information contained in Section B, above. I/We authorize **Krown Retail Construction**, to deposit payments and make over-payment adjusting debits to my/our account as designated below. I certify that I am authorized to enter into this agreement on behalf of the account holder.

Signature of Account Holder	Print Name Title (if company account)	Date

Signature of Joint Account Holder	Print Name Title (if company account)	Date