

**SAFECONTRACTOR CONTRACTOR**  
**TERMS AND CONDITIONS**  
**(the "SafeContractor Terms")**

PLEASE READ THESE TERMS OF USE CAREFULLY. BY CLICKING "I AGREE", YOU AGREE TO THESE TERMS. These SafeContractor Terms apply between you and Alcumus SafeContractor Inc., doing business as SafeContractor ("**SafeContractor**") and its affiliates in respect of the provision of the Services (as hereinafter defined).

Last modified: October 2023

**1 DEFINITION AND INTERPRETATION**

1.1 All capitalized terms used in these SafeContractor Terms have the meaning set forth below:

"**Additional Term**" means the additional twelve (12) month periods for which the Contract may be automatically extended in accordance with clause 8.1 and clause 14.1.

"**Approval**" means the status provided to the Contractor where it has been assessed by SafeContractor and has satisfactorily met the required Approval Standards.

"**Approval Date**" has the meaning given to it in clause 5.11.

"**Approval Logo**" means the seal of approval logo owned by SafeContractor which is provided to Approved Contractors to prove their Approval including the SafeContractor Scheme sticker, membership card and approval certificate.

"**Approved Contractor**" means a Contractor that has achieved and maintained Membership Status and that has achieved and maintained Approval.

"**Application**" means an application for assessment submitted by the Contractor in order to be awarded the Approval.

"**Approval Standards**" means the assessment criteria that must be achieved by the Contractor in order to receive Approval, which includes, for clarity, payment of the applicable Fees.

"**Authorised User**" means an individual whom the Contractor has authorised to have access to the Platform and to whom a password has been issued for such purpose.

"**Client**" means a hiring organization, entity, company or person that has mandated the Contractor to complete the SafeContractor Scheme or that may otherwise retain the Contractor via the Platform.

"**Client Approval**" means the review and assessment of a Contractor by a Client using the Client Approval Standards and any other criteria established by such Client.

"**Client Approval Standards**" means the assessment criteria that must be achieved by the Contractor in order to receive Client Approval which, for the avoidance of doubt, are based on the information and criteria set forth by the applicable Client.

"**Client List**" means a Client's list of Contractors from time to time, which for the avoidance of doubt, will include details of a Contractor's Approval and/or Approval status.

"**Client Portal**" means the portal within the Platform that Clients are given access to in order to review the Client List and/or the Master List.

"**Confidential Information**" means in the case of either party all information (in any media) of a confidential nature disclosed by that party its employees, agents, consultants or subcontractors to the other including but not limited to all technical or commercial know-how, specifications, inventions, processes or initiatives.

"**Contract**" means the contract between SafeContractor and the Contractor for the provision of the Services, to which these SafeContractor Terms apply.

"**Contractor**" means the party who purchases or agrees to purchase the Services from SafeContractor.

"**Documents**" means any and all certificates, any Application form, drawings, specifications, technical know-how, plans, reports, models, presentation materials, brochures, guides, course notes, training materials promotional materials etc. prepared by or on behalf of SafeContractor.

"**Employees**" means for the purposes of the Contract, the total number of workers, legal employees, labour-only subcontracts, directors, partners and sole traders that the Contractor uses.

"**Fees**" means the fees for the Services as set forth by SafeContractor from time to time, including without limitation fees, expenses and other costs.

"**Initial Term**" means the minimum term of one (1) year commencing on the Membership Registration Date.

"**IP**" means any patents, patent applications, trademarks or trading names (in each case, whether or not registered), trade mark applications, know-how, design rights registered or unregistered (including registered design applications), confidential information, copyright, database rights and all other intellectual property rights including any rights analogous to the same subsisting anywhere in the world at any time.

"**Master List**" means SafeContractor's master list of Approved Contractors, as set out on the Platform.

"**Member**" means a Contractor who has achieved and who maintains Membership Status.

"**Membership Registration Date**" has the meaning given to it in clause 1.4.

"**Membership Renewal Date**" has the meaning given to it in clause 8.1.

"**Membership Status**" means the status provided to the Contractor once it has paid the Fees for the relevant year of the Term.

"**Platform**" means the SafeContractor® integrated contractor management, employee compliance, and training software platform and such other on-line systems or portals as may be provided by SafeContractor as part of the Services in accordance with these SafeContractor Terms.

"**Privacy Policy**" means SafeContractor's Privacy Policy available at <https://www.alcumus.com/en-ca/privacy-policy/>, as amended from time to time.

"**SafeContractor Scheme**" means the SafeContractor compliance scheme for contractors provided by SafeContractor hereunder.

"**Services**" means the services provided by SafeContractor to the Contractor herein, including the provision of Membership Status, the assessments for Approval and potential inclusion on the Master List and/or the Client List(s) and in the SafeContractor Scheme, the provision of the Platform and all other services that may be offered to the Contractor by SafeContractor.

"**Services Level**" means the package and level of Services (by reference to service level) as set out in Appendix 1.

"**Taxes**" means all federal, state, provincial and municipal sales, use, value-added, excise, import, export, foreign, withholding and other governmental taxes, duties, charges, deductions, associated with the Contractor's receipt of the Services hereunder, excluding taxes on the Contractor's income and property.

"**Term**" means the Initial Term plus any Additional Terms.

"**Terms of Use**" means the Terms of Use which apply in respect of the use of the Platform and accessible at [\[link\]](#).

"**Working Day**" means Monday to Friday (inclusive), but excluding any day on which a bank in Canada is authorized or obligated by law or executive order to close.

1.2 Wherever, in these SafeContractor Terms, there is a requirement or a reference is made for a communication to be "written" or "in writing" this includes email, but not fax.

1.3 References to any statutes or statutory regulations shall be deemed to include any subsequent revisions or re-enactments thereof.

1.4 In order to purchase the Services, the Contractor shall submit to SafeContractor the membership registration form (either in person (when submitting online) or by authorising a SafeContractor representative to submit on their behalf (when submitting by telephone)). Prior to using the Platform and as a condition to the Contractor's use thereof, At the point of submission of the membership registration form, a legally binding contract shall come into existence ("**Membership Registration Date**").

1.5 These SafeContractor Terms, as amended from time to time in accordance herewith and the Terms of Use, shall apply to and govern the Contractor's use of the Platform and the Contractor's receipt of the Services, and are incorporated by reference into the Contract between the Contractor and SafeContractor. These SafeContractor Terms, as amended from time to time in accordance herewith and the Terms of Use, shall be in substitution for any preceding arrangement or agreement, whether written or oral, made between SafeContractor and the Contractor and shall prevail over any terms or conditions contained in or referred to in any purchase order or other Contractor correspondence or elsewhere or implied by trade custom or practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion of these SafeContractor Terms or any provision contained herein shall be binding upon SafeContractor unless specifically agreed to by SafeContractor in writing and signed by a duly authorised representative of SafeContractor.

1.6 In no circumstances shall any conditions of purchase submitted at any time by the Contractor be applied to the Contract, and any failure by SafeContractor to challenge any such terms and conditions does not imply acceptance of those terms and conditions.

1.7 These SafeContractor Terms apply as between SafeContractor and the Contractor only and SafeContractor shall not be bound to any third party who uses or otherwise has access to the Platform except for authorized users.

**2 SERVICES**

2.1 During the Term, subject to payment without delay of the Fees, the Contractor may access and use the Platform in accordance with these SafeContractor Terms and the Terms of Use and SafeContractor shall supply the Services to the Contractor using all reasonable skill, care and diligence to the standards of a reasonably qualified and competent provider of services similar to the Services.

2.2 SafeContractor shall have the right to make any changes to the Services which are necessary to comply with any applicable law, or which do not materially affect the nature or quality of the Services, and SafeContractor shall notify the Contractor of the relevant changes and any consequent amendment to the Fees in any such event.

**3 FEES AND PAYMENT**

3.1 For the Initial Term, the Contractor shall pay the Fees so that SafeContractor has received such Fees in full and cleared funds on:

3.1.1 the Membership Registration Date, where the Contractor is paying by credit or debit card; or

3.1.2 the day that is no later than seven (7) days after the Membership Registration Date, where the Contractor is paying by wire transfer,

and in all years of the Additional Terms following the Initial Term, the Contractor is required to pay the Fees so that SafeContractor has received such Fees in full and cleared funds on or before the Membership Renewal Date. This may involve SafeContractor taking such payments automatically from the credit or debit card that the Contractor used to make the payment in the Initial Term, and the Contractor hereby authorises SafeContractor to take such payments. If the Contractor does not agree to automatic renewal at the Membership Renewal Date, it must opt out of such automatic renewal payment by making this change in its account. SafeContractor will endeavour to provide the Contractor with advance notice ahead of the Membership Renewal Date. If SafeContractor is unable to automatically collect payment by credit card for any reason (including the expiry of the credit card on file or insufficient funds) while it has the right to do so and the Contractor has not terminated the Contract in accordance with the terms hereof, the Contractor remains responsible for the renewal. During a Term, the Contractor waives any unilateral right that it may have under law or otherwise, to terminate the Contract for such Term.

3.2 The Contractor is responsible for the payment of all Taxes applicable to the Services. The Contractor is responsible for providing complete and accurate billing and contact information to SafeContractor and notifying SafeContractor of any changes to such information.

3.3 SafeContractor reserves the right to review the Fees at any time provided that such review of the Fees shall not take effect until the next Membership Renewal Date (when the next payment by the Contractor falls due), subject to Section 3.6. SafeContractor shall notify the Contractor of any changes to the Fees at least thirty (30) days prior to the Membership Renewal Date. If the Contractor continues to use the Platform following SafeContractor's notification of any change in Fees, the Contractor shall be deemed to have accepted such changes.

- 3.4 Notwithstanding anything to the contrary contained herein, SafeContractor may withhold or suspend the provision of the Services (including for the avoidance of doubt the Contractor's Approval or the Contractor's access to the Platform), in addition to any other remedy available to SafeContractor, without terminating the Contract if the Contractor has failed to pay the Fees in accordance with these SafeContractor Terms. In such circumstances, SafeContractor shall amend the Contractor's status on the Client Portal to 'at risk' until the payment is made. If the Contractor's access to the Services are suspended by SafeContractor for any reason in accordance with these SafeContractor Terms or otherwise, the Contractor remains responsible for paying the Fees for the Services during the period of suspension and there shall be no extension of the Term due to the suspension. For clarity, if the Contractor pays the Fees for the Services following the Membership Renewal Date, subject to SafeContractor's discretion, the Contractor's access to the Services will be restored and there shall be no extension of the Term due to the suspension.
- 3.5 In addition to SafeContractor's rights set forth in Section 3.4 or otherwise herein, if the Contractor fails to make any payment of Fees due to SafeContractor by the due date for payment, then, without limiting SafeContractor's remedies under clause 3.1 or 3.4, overdue amounts will be subject to simple interest at the lesser of the Bank of Canada prime rate plus four percent (4%) per annum or the highest rate permitted by applicable law. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Contractor shall pay the interest together with the overdue amount.
- 3.6 If the Contractor requires SafeContractor to carry out any additional services, or increase the Services Level or assessment level that the Contractor is receiving at any time throughout the Term, SafeContractor shall be entitled to charge additional Fees for such services or additional items. This shall include but shall not be limited to provision of additional copies of certificates, additional stickers, changes to the listed work activities covered by the Approval (where a reassessment is necessary), upgrade fees and/or additional membership cards.
- 3.7 All payments to be made by the Contractor under the Contract will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counterclaim.
- 3.8 All Fees paid in accordance with the Contract are non-refundable. For the avoidance of doubt, this includes where the Contract is terminated in accordance with clause 14, or if Approval is suspended or withdrawn for any reason in accordance with clause 9.1, and regardless of whether the Contractor is successful in obtaining Approval.
- 3.9 For the avoidance of doubt, SafeContractor reserves the right to amend the Fees during the Term (and at any point in the membership year) in the event that there is a change to the number of Employees which would result in the Contractor being in a different Fees band. Where such amendment results in an increase to the Fees, the Contractor shall pay this within thirty (30) days of the date of an invoice covering such increase. Where the Contractor fails to pay such invoice on time, SafeContractor shall be entitled to invoke its rights under clause 3.4 and/or clause 3.5.
- #### 4 THE CONTRACTOR'S OBLIGATIONS
- 4.1 The Contractor shall:
- 4.1.1 ensure prompt provision of resources, including decisions, information, documentation and access (to personnel, records) required to enable SafeContractor and its agents and employees to provide the Services in accordance with the Contract, which may include requests for information and documentation from a Client;
  - 4.1.2 be responsible for the accuracy and legality of all information from time to time provided to SafeContractor (whether as part of the Application or otherwise), ensure that none of it infringes the IP or defames any third party and indemnify and keep SafeContractor indemnified accordingly in respect of any third party claims regarding infringement of IP or defamation;
  - 4.1.3 be solely responsible for maintaining back-up and disaster recovery procedures in respect of the information the Contractor supplies to SafeContractor from time to time;
  - 4.1.4 perform its obligations in the Contract in a competent, prompt and diligent manner;
  - 4.1.5 not use any SafeContractor logo, IP belonging to SafeContractor or Approval Logo without the prior written consent of SafeContractor or in breach of the obligations set out in clause 6.5;
  - 4.1.6 not do anything to bring the reputation of SafeContractor and/or the SafeContractor Scheme into damage or disrepute; and
  - 4.1.7 provide full and accurate details of the number of Employees it has (in order to enable SafeContractor to confirm the Fees in accordance with clause 3.9) and provide SafeContractor with any updates to the number of Employees following a request by SafeContractor.
- 4.2 The Contractor hereby acknowledges that the provision by SafeContractor of the Services in accordance with the Contract shall not absolve the Contractor from any obligation, including any statutory obligation relating to health and safety or otherwise, to which it may from time to time be subject and does not mean that the Contractor is compliant with applicable law.
- 4.3 The Contractor acknowledges that SafeContractor provides the Services in reliance on information and data provided by the Contractor. The Contractor is responsible entirely for the accuracy, relevance and completeness of all information provided in any form. All assessments for Approval and checks completed by SafeContractor (or an applicable Client) are based on the Contractor's information and SafeContractor shall not have any duty to check the accuracy or completeness of such information provided. SafeContractor accepts no liability for the incorrect provision of Services based on information or documentation provided by the Contractor under the Contract.
- 4.4 Whilst as part of the Services, SafeContractor will verify certain documents submitted by the Contractor, it shall only verify a sample of the documents submitted and SafeContractor provides no warranty as to whether such documents are fit for purpose or compliant with applicable law. This responsibility lies solely with the Contractor, and SafeContractor accepts no liability in relation to the same.
- 4.5 The Contractor agrees that SafeContractor shall not be liable under any circumstances for any delay, error or problem caused by any act or omission on the part of the Contractor, its agents or employees. SafeContractor may levy additional Fees (at its then current standard rates) resulting from any additional work or additional costs incurred or undertaken as a consequence of any such act or omission.
- 4.6 In the event that the Contractor fails to notify SafeContractor of any problem or concern within five (5) Working Days of SafeContractor carrying out the Services then the Contractor shall be deemed to have accepted the same.
- 4.7 If SafeContractor is providing the Platform in accordance with the Contract, the Contractor shall and shall procure that any Authorised Users:
- 4.7.1 operate the Platform only in accordance with SafeContractor's and/or any relevant licensor of the Platform's instructions, including the Terms of Use; and
  - 4.7.2 supply to SafeContractor a list of its Authorised Users promptly upon request; and issue to each of its Authorised Users the password from time to time provided by SafeContractor.
- 4.8 The Contractor shall ensure that it keeps an up to date list of all Authorised Users with access to the Platform at any given time. The Contractor shall ensure that each Authorised User keeps their username and password confidential and does not at any time share any access details to the Platform with any other person. The Contractor shall immediately inform SafeContractor when individual Authorised Users no longer require access to the Platform.
- #### 5 APPROVAL PROCESS
- 5.1 On the Membership Registration Date, the Contractor shall achieve Membership Status and shall be entitled to all SafeContractor membership benefits. In respect of the Initial Term, at the time of payment of the Fees, the Contractor shall specify which assessment level and Service Level it intends to purchase (which for the avoidance of doubt shall be one of the following options: (i) the Premier Package; (ii) the Assisted Package; (iii) the Express Package; or (iv) the Standard Package). Further detail regarding the Services Levels are set out in Appendix 1. On autorenewal, the Contractor shall renew on the Services Level and assessment level it received in the previous membership year unless it has advised SafeContractor in accordance hereof. Where the Contractor wishes to downgrade the Services Level or assessment level on autorenewal, it shall notify SafeContractor fourteen (14) days prior to such autorenewal taking effect.
- 5.2 Once the Contractor has Membership Status it may submit an Application by completing the relevant assessment questionnaire and submitting the foregoing and all necessary supporting documentation to SafeContractor via the Platform and/or via a representative of SafeContractor.
- 5.3 Once the Application is received by SafeContractor, such application is assessed by experienced professionals against the Approval Standards in accordance with the timescales set out in the relevant assessment level and Services Level. At any time during the Application, the Contractor may upgrade to a different Services Level or assessment level by paying the appropriate additional Fees to SafeContractor. For the avoidance of doubt, SafeContractor shall not review any Application submitted by the Contractor or provide any assessment support in accordance with the service levels set out in the Contractor's Services Level unless and until the Contractor has paid the Fees in accordance with clause 3.1.
- 5.4 Subject to the Contractor's payment of the Fees in full when due, the assessment process remains active until the Application is deemed by SafeContractor to be either: (i) successful and Approval is awarded; or (ii) complete and Approval has been rejected.
- 5.5 All information submitted as part of an Application must be in one of the languages approved by SafeContractor. SafeContractor reserves the right to reject any information submitted in another language. For the avoidance of doubt, where the Contractor is unable to provide a copy of a particular document requested by SafeContractor, SafeContractor shall record that no such document was provided.
- 5.6 The purpose of the assessment process is to determine the organisational capability of the Contractor and not that of any of its third party consultants. It is acknowledged that where health and safety expertise is not available to the Contractor internally, external advice may be sought however, this advice must be assimilated into the Contractor's business operations. SafeContractor reserves the right to refuse an Application submitted by a third party consultant of the Contractor, which may result in the Contractor being removed from the Master List, any Client List and/or the SafeContractor Scheme, and/or losing its Membership Status.
- 5.7 The assessment process is intended to encourage and support the Contractor throughout, however, this is subject to any specific response timescales relating to the SafeContractor Scheme as set out in the Services Level.
- 5.8 Where an Application is unsuccessful and Approval is not awarded to a Contractor, feedback is provided to the Contractor identifying areas of non-conformance, together with recommendations of actions required to achieve Approval.
- 5.9 The Approval Standards are set by SafeContractor's technical accreditation team (and at SafeContractor's option) in conjunction with external specialists and Clients (where deemed appropriate). A full technical review is undertaken every 6 months, and SafeContractor reserves the right to amend the Approval Standards at any time to ensure that they remain appropriate, continue to meet legislative and industry best practice requirements, and reflect Client needs.
- 5.10 On renewal of any Approval the Contractor shall be assessed against the then current Approval Standards.
- 5.11 Approval is awarded on the date that the assessor is satisfied that the Approval Standards have been met in accordance with this clause 5 ("Approval Date"). Approval is valid for a minimum period of 12 months commencing on the Approval Date, subject to clause 9.1 and the Contractor's payment of the Fees in full when due. SafeContractor has discretion to award an Approval for a period longer than 12 months in certain circumstances in its sole discretion.
- 5.12 It remains the Contractor's responsibility to ensure ongoing compliance with the Approval Standards throughout the period of Approval. SafeContractor reserves the right to undertake ongoing or spot check compliance monitoring. Failure to ensure ongoing compliance may result in the Approval being removed.
- 5.13 SafeContractor reserves the right to reassess the Contractor at any time during the period of Approval, including as a result of a change in applicable law and current Approval Standards and SafeContractor reserves the right to charge the Contractor additional Fees for such reassessment.
- 5.14 SafeContractor reserves the right to undertake a financial assessment of the Contractor's business to ascertain financial stability. As part of this financial assessment, in the case of Contractors who are limited companies, limited liability partnerships or public limited companies, SafeContractor may undertake a credit reference check via a third party supplier. The credit reference check shall allow SafeContractor to obtain the following information:
- 5.14.1 public data on the Contractor's credit behaviour;
  - 5.14.2 information on the conduct of the Contractor's credit accounts;
  - 5.14.3 information on the financial stability and credit worthiness of the Contractor.

In accepting these SafeContractor Terms, the Contractor authorises SafeContractor to undertake the financial assessment and credit reference check outlined above and process, if required, the Contractor's personal information, in accordance with the Privacy Policy.

5.15 The Contractor warrants to SafeContractor that:

- 5.15.1 all information and supporting documents provided to SafeContractor (whether during the Application process or otherwise) are true, complete and accurate in all respects;
- 5.15.2 all information that is material to the Approval has been provided;
- 5.15.3 all information is provided with the full authority and consent of the Contractor (or relevant employee(s), where applicable),

and SafeContractor shall not be liable to the Contractor or any third party reliant on any information supplied by the Contractor which proves to be incorrect or fraudulent or in breach of the above warranties.

5.16 SafeContractor may revise the features of the Services Level or assessment levels at any time, including, without limitation, by removing such features and functions or reducing service levels.

## 6 APPROVAL

6.1 On Approval, SafeContractor shall, subject to clause 6.9, add the Contractor to the Master List. Inclusion onto the Master List is at the sole discretion of SafeContractor and is dependent on, but not exclusively, achievement of the Approval Standards.

6.2 Inclusion onto a Client List is at the sole discretion of the applicable Client and is dependent on, but not exclusively, achievement of the Approval Standards and is subject to clause 6.10.

6.3 Inclusion onto the Master List or a Client List does not in any way constitute or guarantee tenders or offers of work.

6.4 Access to the Platform is controlled and secured by individual passwords and SafeContractor reserves the right to withdraw this access at any time.

6.5 The Contractor shall only be entitled to use the Approval Logo during any period that it is an Approved Contractor. If at any point the Approval or Membership Status expires or is withdrawn, the Contractor shall immediately cease to use the Approval Logo. Where the Contractor fails to comply with the Approval Logo usage rules, or falsely passes itself off as holding Approval, this may result in legal action or immediate termination of the Contract by SafeContractor. For the avoidance of doubt, during any period where the Contractor holds Membership Status but is not an Approved Contractor, it shall not be permitted to use the Approval Logo or pass itself off as being an Approved Contractor.

6.6 SafeContractor reserves the right to review and expand the categories of work listed on the Platform from time to time at its discretion.

6.7 The Contractor shall promptly notify SafeContractor of any information that may impact its Application and/or Approval, including but not limited to:

- 6.7.1 details of any enforcement action, including statutory notices, informal written notices and prosecutions;
- 6.7.2 any civil action associated with health and safety incidents;
- 6.7.3 major accidents;
- 6.7.4 any significant new work activities undertaken;
- 6.7.5 changes to insurance policies including withdrawals, cancellations or avoidance (and in respect of professional indemnity insurance, the Contractor shall advise SafeContractor immediately of any changes in the number of claims that can be made against the policy or changes in excesses);
- 6.7.6 any complaints about health and safety or environmental performance;
- 6.7.7 any changes to the financial standing of the Contractor including where the events set out in clause 14.4.2 and clause 14.4.3 apply or are likely to apply;
- 6.7.8 any act or occurrence or information which the Contractor, acting reasonably, believes may impact their Membership Status, Application and/or Approval; and
- 6.7.9 any breach of clause 9.1,

and for the avoidance of doubt, where any notification is provided under this clause 6.7 or SafeContractor otherwise becomes aware that any of the circumstances in clauses 6.7.1 – 6.7.9 apply, SafeContractor may inform any Client where the Contractor is included on such Client List.

6.8 SafeContractor reserves the right to modify, adjust, suspend or cancel an Approval (without refund) upon receipt of additional relevant information (from any source) that may be seen to affect the Approval, and reserves the right to charge additional fees for reassessing or reverifying an Application or reviewing a new Application following receipt of additional information (provided this shall always be agreed in advance with the Contractor).

6.9 Access onto the Master List is at the sole discretion of SafeContractor, and SafeContractor has the discretion to perform any of the following functions:

- 6.9.1 refuse the Contractor access to the Master List;
- 6.9.2 suspend the Contractor's access to the Master List;
- 6.9.3 remove the Contractor from the Master List;
- 6.9.4 limit the total number of contractors on the Master List;
- 6.9.5 limit the number of work categories on the Master List;
- 6.9.6 set specific criteria for inclusion on the Master List; and/or
- 6.9.7 close the Master List,

and SafeContractor shall not be under any obligation to inform the Contractor of its decision to enforce any of the stipulations set out above.

6.10 Access onto a specific Client List is at the sole discretion of the applicable Client, and at the Client's request, SafeContractor has the discretion to perform any of the following functions:

- 6.10.1 refuse the Contractor access to a Client List;
- 6.10.2 suspend the Contractor's access to a Client List;
- 6.10.3 remove the Contractor from a Client List;
- 6.10.4 limit the total number of contractors on a Client List;
- 6.10.5 limit the number of work categories on a Client List;
- 6.10.6 set specific criteria for inclusion on a Client List; and/or

6.10.7 close any Client List,

and SafeContractor shall not be under any obligation to inform the Contractor of the Client's decision to enforce any of the stipulations set out above.

## 7 CLIENT APPROVAL

7.1 The Contractor acknowledges and agrees that a Client may carry out their own Client Approval and request, in connection therewith, additional information, documentation and access (to personnel, records) of the Contractor in order to complete same. The Client Approval process, including the Client Approval Standards are established, set forth and administered by the applicable Client using the Platform. The Contractor acknowledges and agrees that SafeContractor is not responsible for reviewing the legality, completeness, accuracy or sufficiency of any information or documentation provided by the Contractor to the Client as part of the Client Approval nor for ensuring the legality, accuracy, completeness or correctness of the Client Approval or the Client Approval Standards.

7.2 The Contractor acknowledges and agrees that SafeContractor shall have no control over the Client Approval Standards or the Client Approval and hereby agrees to fully indemnify and hold SafeContractor harmless in respect of any claims brought against SafeContractor or any damages or losses of any kind resulting from or relating to the Client Approval or the Client Approval Standards.

7.3 The Client Approval may be carried out by a Client in addition to the Approval carried out by SafeContractor however SafeContractor shall only administer and be responsible for the Approval, the whole solely as set forth herein.

7.4 Members that satisfy the Client Approval may be included in a Client List of a particular Client.

## 8 MEMBERSHIP AND APPROVAL RENEWALS

8.1 Membership Status shall be renewable on an annual basis and shall automatically renew for successive years in accordance with clause 14.1. The annual Membership renewal date shall be the date that is 12 months after the Membership Registration Date ("**Membership Renewal Date**"). If payment of the Fees is not received by the Membership Renewal Date, SafeContractor reserves the right to: (i) suspend the Contractor's access to the Platform, (ii) suspend visibility of the Contractor from the Platform, (iii) place the Contractor into 'at risk' status on the Client Portal, (iv) remove the Contractor from the Master List or a Client List, (v) withdraw or suspend any Approval, (vi) withdraw or suspend any right to use the Approval Logo, and (vii) cease to conduct any assessment activity until payment is received in full and cleared funds.

8.2 Approval shall be renewable on an annual basis and, subject to the Contractor maintaining its Membership Status in accordance with clause 8.1, and to the Contractor submitting all required documents to SafeContractor in good time to allow SafeContractor to respond in accordance with the timescales outlined in the applicable Services Level or assessment level, SafeContractor shall carry out an annual review around 12 months from the Approval Date, to ensure that the Contractor maintains compliance with the Approval Standards. Upon satisfactory reassessment, the Approval shall be extended for a further 12-month period from the date the reassessment is approved. Following successful Approval, a new certificate shall be issued to the Contractor. The annual review date of the Approval may not coincide with the annual renewal date of Membership Status.

8.3 The frequency of any Client Approval status may differ depending of the Client and the Contractor acknowledges and agrees to provide all information and documentation for such Client Approval status renewal as and when needed and required by the specific Client.

## 9 REMOVALS

9.1 The Contractor's failure to comply with any of the following may result in the Contractor's removal or suspension from the SafeContractor Scheme and access to the Platform:

- 9.1.1 maintain as a minimum the same level of insurance as at the time of Approval or upgrade, and notify SafeContractor of any change to such insurance;
- 9.1.2 provide updated insurance documents to support an Application for renewal;
- 9.1.3 provide all information in clear and legible form, and in the English language;
- 9.1.4 pay all Fees on time (including any Fees payable where the Contract auto renews in accordance with clause 14.1);
- 9.1.5 ensure that falsified, misleading or fraudulent documentation or information is not provided as part of any Application;
- 9.1.6 comply with all relevant and applicable laws relating to the registration and Approval processes;
- 9.1.7 notify SafeContractor of any of the information required under clause 6.7; and/or
- 9.1.8 comply with all applicable legislation, not be found guilty of a criminal offence, and not carry out any act or omission which may bring SafeContractor and/or the SafeContractor Scheme into disrepute.

9.2 Where the Contractor fails to achieve Approval, or where SafeContractor removes or suspends the Contractor from the SafeContractor Scheme, SafeContractor may provide reasons for this together with any evidence to any Client in respect of whom the Contractor is on, or due to be added to, their Client List, and the Contractor consents to any such information being provided to any Client in accordance with this clause.

9.3 SafeContractor reserves the right to suspend or remove the Contractor from the SafeContractor Scheme, without refund, should it be deemed necessary to protect the SafeContractor Scheme, the Contractor or any Client.

9.4 Where the Contractor is suspended or removed from the SafeContractor Scheme, SafeContractor reserves the right to state a time frame within which new Applications by that Contractor may not be submitted.

## 10 INTELLECTUAL PROPERTY

10.1 SafeContractor shall retain all right, title and interest in and to all IP relating to the Platform (including any content accessible therein), the Services and any and all Documents, any other systems, methods, material and items created by or on behalf of SafeContractor whether specifically for the purposes of the Contract or otherwise.

10.2 Subject to the Contractor's compliance with these SafeContractor Terms and the Terms of Use, SafeContractor hereby grants the Contractor a limited, personal, royalty-free, non-exclusive and revocable licence to use the Approval Logo, subject to clause 6.5, for the duration that the Contractor is an Approved Contractor.

10.3 The Contractor hereby acknowledges that SafeContractor shall have no liability for any misuse by or on behalf of the Contractor, or any other person, of any of the Documents (which shall

- be determined by reference to the purposes for which the Documents were originally prepared), the Approval Logo or any other deliverables generated during the provision of the Services.
- 10.4 The Contractor hereby grants SafeContractor a royalty-free, perpetual, non-exclusive and irrevocable licence to copy and use any Documents, or other documents or information provided by the Contractor for all reasonable purposes related to the Services and to make such Documents available to the Client upon request by the Client (whether via the Platform, Client Portal or via other electronic or hard copy format) and to all Clients via the Master List.
- 10.5 The Contractor shall not use the Platform, Documents or any deliverables resulting from the Services for any purpose whatsoever other than as necessary to receive the Services.
- 10.6 The Contractor hereby agrees to fully indemnify and hold SafeContractor harmless in respect of any third party claims brought against SafeContractor, as well as any damages or losses of any kind, resulting from or relating to the use of any IP provided by the Contractor to SafeContractor under the Contract.
- 10.7 The Contractor shall not be entitled to rely on or use the content of the Documents, assessments or any other deliverables or information provided by SafeContractor during the Contract outside of the Term of the Contract or for any reason during the Term other than for its own usual business purposes and/or the purpose for which they were originally provided. SafeContractor accepts no liability for use of the Documents, assessments and any other information provided to the Contractor other than during the Term.
- 10.8 For the avoidance of doubt, the Contractor shall not be entitled to sell, derive any commercial benefit or otherwise provide the benefit of Documents, assessments or other information and/or deliverables provided by SafeContractor to the Contractor or via the Platform to any third party.
- 10.9 In the event that there is an actual, alleged or threatened breach of any third party's intellectual property rights arising out of the Contractor's use of the Platform, SafeContractor may procure the right for the Contractor to continue using the Platform, replace or modify the Platform so that they become non-infringing or, if such remedies are not reasonably available, withdraw the Contractor's access to the Platform without any additional liability or obligation to pay liquidated damages or other additional costs to the Contractor.
- 11 CONFIDENTIALITY**
- 11.1 Each party shall keep in strict confidence and treat the other party's Confidential Information as confidential and to use it only for the purposes of the Contract (including for the avoidance of doubt for SafeContractor to share all or part of such Confidential Information with the third parties set out in clause 10.7 and/or with any Client). The obligations of confidentiality in this clause 13.1 shall not apply where: (i) such information is generally available to the public; or (ii) to the extent that disclosure of information is required to be made by law. For the avoidance of doubt, where the recipient of the Confidential Information under this Contract is required by law to release such Confidential Information to a third party, the recipient shall, unless prohibited by law, notify the discloser of any of its Confidential Information that is being released.
- 11.2 Each party agrees that this obligation shall continue in force without limitation in point of time notwithstanding the termination or expiry of the Contract for any reason but shall cease to apply to information from the point at which it enters into the public domain by means other than a breach of clause 13.1 and shall also cease to apply to information which is received independently from another source without the imposition of any duty of confidence.
- 12 PRIVACY**
- 12.1 The Contractor's use of the Platform is subject to the Privacy Policy. The Contractor acknowledges and agrees that as part of its use of the Platform, it may provide or generate information, data, materials, works, expressions or other content relating to the Contractor and its personnel, including, without limitation, any such information that is uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by the Contractor or on its behalf in connection with the Platform ("**Contractor Data**"). All personal information forming part of the Contractor Data shall collected, used, disclosed and otherwise managed by SafeContractor in accordance with the Privacy Policy.
- 12.2 The Contractor acknowledge and agree that SafeContractor may permanently erase the Contractor Data if it violates the SafeContractor Terms, or if the Contractor's Platform account is inactive, suspended, or closed for ninety (90) consecutive days or more without restoration. The Contractor acknowledges and agrees that its Contractor Data cannot be recovered once it has been permanently deleted. SafeContractor has the right, but not the obligation, to copy and store any Contractor Data for backup purposes, the whole in accordance with the Privacy Policy and applicable law.
- 12.3 For the avoidance of doubt, SafeContractor may use the Contractor's data (including any personal information relating to the Contractor and/or its employees or agents) as follows:
- 12.3.1 SafeContractor may display the Contractor's information on the Platform, including but not limited to the Contractor's company name (or trading name if a sole trader or partnership), address, Approval details and scope of work;
- 12.3.2 where the Contractor is on a Client List who purchases other services from SafeContractor (including but not limited to e-Permits or an Info Exchange system), SafeContractor may display the Contractor's company data on such system in addition to on the Platform; and/or
- 12.3.3 SafeContractor may share the Contractor's contact details with a third party organisation that provides member benefits.
- 13 LIMITATION OF LIABILITY, DISCLAIMER AND REMEDIES**
- 13.1 Notwithstanding clause 13.2, SafeContractor's maximum total liability under or arising out of or in connection with the Contract shall not exceed aggregate amount of the Fees actually paid by the Contractor in the six (6) months during which the claim arose or such pro-rated amount should the claim arise in the first year of trading.
- 13.2 To the fullest extent permitted by applicable law, neither party shall in any circumstances have any liability (whether direct or indirect) for: (i) loss of business or business opportunity; (ii) loss of revenue; (iii) loss of profits; (iv) loss of anticipated savings; (v) loss of or damage to data; (vi) loss of goodwill or injury to reputation; (vii) any third party claims (excluding any IP claims); (viii) loss which could have been avoided by the Contractor through reasonable conduct or by the Contractor taking reasonable precautions; (ix) loss due to the Platform's downtime for maintenance or in the case of emergencies; (x) any consequential or indirect loss; or (xi) in the case of SafeContractor, any loss arising as a result of any breach by the Contractor of the warranties in clause 5.15.
- 13.3 Save as required by law and save as may otherwise be set out in the Contract, SafeContractor disclaims and the Contractor waives all other warranties, express or implied, with respect to

the Services, arising by law or otherwise, including, without limitation, any implied warranty of satisfactory quality, fitness for a particular purpose and any obligation, liability, right, remedy or claim in tort.

- 13.4 Save as required by applicable law, the Contractor's exclusive remedy for any default or defect in the performance of the Services by SafeContractor shall be to correct and/or re-perform any such defective Services by SafeContractor. If it is not economical or technically feasible for SafeContractor to correct and/or re-perform the defect, then the Contractor's exclusive remedy shall be a full or partial credit of sums paid for the defective Service(s) (subject always to the other provisions of this clause 11).

#### **14 DURATION AND TERMINATION**

- 14.1 The Contract shall commence on the Membership Registration Date and remain in force for the Term unless terminated early in accordance with these SafeContractor Terms. Unless terminated in accordance with this clause 14.3, the Contract shall automatically renew on expiry of the Initial Term for further Additional Term(s).
- 14.2 SafeContractor may terminate the Contract (or part thereof) at any time by providing the Contractor with thirty (30) days' written notice.
- 14.3 The Contractor shall be entitled to terminate the Contract (or part thereof) without cause by providing fourteen (14) days' written notice to SafeContractor, such notice to expire no earlier than the date of expiry of the Initial Term or the then-current Additional Term. For clarity, any notice of termination provided by the Contractor in accordance with this clause 14.3 must be provided at least fourteen (14) days prior to the end of the then-current Term, failing which the Contract shall automatically renew for an additional twelve (12) month period and the Contractor shall be responsible for the payment of the Fees for such Additional Term. For the avoidance of doubt, the Contractor shall not be entitled to reimbursement of any Fees paid in advance where the Contract is terminated in accordance with this clause 14, and all Fees paid are non-refundable (save as set out in clause 13.4). Where applicable, the parties hereby expressly waive application of articles 2125 and 2129 of the *Civil Code of Quebec*.
- 14.4 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:
- 14.4.1 the other party is in material breach of the Contract which breach is not capable of remedy or, if capable of remedy, is not remedied within 14 days of notification of the breach and requiring its remedy; or
- 14.4.2 the other party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or an order has been made or a resolution passed for the other party's winding up (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or an administration order has been made; or a proposal has been made in respect of the other party for a voluntary arrangement under any applicable bankruptcy or insolvency registration or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or the other party ceases to trade or is unable to pay its debts as and when they fall due; or any other analogous event occurs in any other jurisdiction;
- 14.4.3 the other party ceases or threatens to cease trading; or
- 14.4.4 the other party fails to make any payment in accordance with the terms of the Contract.
- 14.5 SafeContractor may terminate the Contract immediately forthwith by notice to the Contractor without liability if the Contractor fails to comply with any of the obligations in clause 9.1.
- 14.6 Upon termination of the Contract howsoever occurring:
- 14.6.1 the Contractor's right to access and/or use the Platform shall cease immediately;
- 14.6.2 the Contractor's right to use the Approval Logo, if existing at the date of termination, shall cease immediately;
- 14.6.3 the Contractor shall return or dispose of any of SafeContractor's Confidential Information and all copies thereof in accordance with SafeContractor's instructions;
- 14.6.4 the Contractor shall return to SafeContractor the Approval Logo; and
- 14.6.5 the Contractor shall remain liable to pay SafeContractor any Fees outstanding and for any Services already performed prior to the date of termination.
- 14.7 Following termination of the Contract, and subject to applicable law, the Contractor may still appear on the Client Portal and/or the Master List and/or any Client List, but shall be shown as having 'cancelled status'. All Contractor Data may be retained in accordance with applicable law and the Privacy Policy.
- 14.8 Termination of the Contract for any reason shall be without prejudice to any rights of either party which may have accrued up to the date of termination.
- 14.9 Clauses 10, 11, 14.6, 14.7, 14.8, 14.9 and 15 shall survive termination.
- 15 MISCELLANEOUS**
- 15.1 The Contract (including the Terms of Use and these SafeContractor Terms) contains the entire understanding between the parties in connection with the specific matters herein contained and supersedes any previous agreements statements or undertakings (whether written, oral or implied) relating to the subject matter of the Contract. The parties acknowledge that in entering into the Contract neither has relied on any oral or written representation or undertaking by the other except as expressly incorporated in the Contract. Nothing in this clause 15.1 shall exclude any liability in respect of misrepresentations made fraudulently.
- 15.2 SafeContractor may in its discretion revise, modify, change or otherwise update these SafeContractor Terms at any time. The Contractor's continued use of the Platform after any modification of these SafeContractor Terms constitutes its acceptance of and agreement with the SafeContractor Terms as updated. A notification of any update to the SafeContractor Terms will be home page. Where required by applicable law, you will be notified by email or other method through your account at contact information you have supplied in setting up an Account, or at contact information you have supplied for any newsletter, opt-in communication, or otherwise, if and when these SafeContractor Terms are updated.
- 15.3 The Contractor may not assign the Contract or any of its rights or obligations thereunder without SafeContractor's prior written consent.
- 15.4 For the purposes of the Contract, SafeContractor shall be an independent contractor, and neither SafeContractor nor its sub-contractors nor its directors or employees nor any one of them, shall be deemed to be an employee or agent of or a partner with the Contractor.
- 15.5 A person who is not a party to the Contract shall not have any rights under or in connection with it.

- 15.6 Both parties shall comply, and shall ensure that each of their subcontractors, agents and personnel comply, with any relevant and applicable anti-bribery and corruption laws, regulations and/or directives related to the provision and receipt of the Services.
- 15.7 The Contractor warrants and represents to SafeContractor that it complies with and has not violated any other applicable domestic or foreign anti-corruption or anti-bribery laws and that it has not and shall not, in connection with the Services contemplated by the Contract or in connection with any other business transactions involving SafeContractor, make, promise or offer to make any payment or transfer of anything of value, directly or indirectly: (i) to any government official (as defined below) or to an intermediary for payment to any government official, or (ii) to any political party for the purpose of influencing any act or decision of such official or securing an improper advantage to assist SafeContractor in obtaining or retaining business. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. "Government official" is defined as any employee or officer of a government of a country, including any public organization or regional or local department, company or business owned or controlled by such government, any official of a political party, any official or employee of a public international organisation, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for political office. Failure by the Contractor to comply with this clause shall constitute a material breach of the Contract.
- 15.8 The Contractor agrees that it shall not at any time during the Term or for six (6) months thereafter, without the prior written consent of SafeContractor, directly or indirectly solicit, induce or entice away from SafeContractor or employ, engage or appoint in any way cause to be employed, engaged or appointed any employee, agent or sub-contractor of SafeContractor to perform services substantially similar to the Services.
- 15.9 Any notice under the Contract must be given in writing to the addresses specified by the parties from time to time, and if no address is given, the registered office of such party. Any such notices shall be effective if delivered by recorded delivery (delivery deemed to have taken place at the date and time recorded).
- 15.10 In performing its obligations under the Contract, each party shall comply (and shall procure that each of its affiliates complies) with the *Fighting Against Forced Labour and Child Labour in Supply Chains Act* (Canada).
- 15.11 The Contract, including any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of the Province of Ontario the Federal laws applicable therein and the parties hereby submit to the exclusive jurisdiction of the courts of the Province of Ontario.

**APPENDIX 1 – SERVICES LEVEL**

| <b>Package</b>  | <b>Service description</b>                                                                                                                                                                                                                                                                                                                                               |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Premier</b>  | The Premier Package is the ultimate in dedicated support, with a technical expert assigned to take a contractor through the approval process. This is the fastest and the most supported way to gain approval in the market. This package provides contact within one working day, and a response to the submitted health and safety assessment within two working days. |
| <b>Assisted</b> | The Assisted Package is ideal for contractors who would like dedicated personalised assistance through the approval process. This package shall provide contact within five working days, and a response to the submitted health and safety assessment within another five working days.                                                                                 |
| <b>Express</b>  | The Express Package is ideal for contractors who need a quick turn-around on approval. This package shall provide contact within two working days, and a response to the submitted health and safety assessment within two working days.                                                                                                                                 |
| <b>Standard</b> | The original and the best since 1999 this industry leading Standard Package provides support through the approval process for contractors familiar with health and safety requirements. This package shall provide contact within seven working days and a response to the submitted health and safety assessment within twenty working days.                            |