



PROVIDER STANDARD SERVICES AGREEMENT

THIS PROVIDER STANDARD SERVICES AGREEMENT (“Agreement”) is by and between the provider identified below (“**Provider**”) and any Customer of ServiceChannel.com, Inc. (“**ServiceChannel**”) that adds Provider to their provider network through the managed program (each, a “**Customer**”) and is effective as of the date Provider agrees to these terms below (the “**Effective Date**”). Unless a separate master services agreement is in place between Customer and Provider this Agreement governs all Work Orders (as defined below) between Customer and Provider. By agreeing to these terms or accepting any Work Order in any manner, Provider agrees to this Agreement and all other operating rules, policies and procedures that may be published from time to time on the ServiceChannel Platform (as defined below) by ServiceChannel, each of which is incorporated by reference, and each of which may be updated from time to time without notice to you.

1. Scope of Agreement. Provider shall provide to Customer certain services as set forth in a work order submitted to Provider by Customer or ServiceChannel, on behalf of Customer, through the ServiceChannel platform (“**ServiceChannel Platform**”) and accepted by Provider (each a “**Work Order**,” and such services, the “**Services**”), in accordance with the specifications, requirements, schedule and pricing set forth in the Work Order and this Agreement. Provider acknowledges that ServiceChannel will manage the Services on behalf of Customer. The Services shall be performed by Provider in accordance with the highest professional standards and to the reasonable satisfaction of Customer. Provider acknowledges that time is of the essence with respect to performance of the Services under this Agreement.

2. Change Control Procedure. Customer may at any time, (a) upon notice to Provider through the ServiceChannel Platform, revise a Work Order in a manner that does not materially change the scope of the Services; or (b) request, through the ServiceChannel Platform, a material change in the scope of the Services under a Work Order or date of performance agreed to by the parties. Within 5 days after receipt of a request as set forth in Section 2(b) of this Agreement, Provider shall submit a proposal including time and costs, to address the requested changes. If the proposal is accepted by Customer, Provider shall perform the modified Services subject to such proposal, including time and costs, in accordance with the terms and conditions of this Agreement and the Work Order shall be revised accordingly. If the change request is not accepted by Customer within 30 days after receipt of the proposal, or is otherwise not mutually revised and agreed upon by the parties, Customer may terminate the applicable Work Order upon 30 days’ prior written notice to Provider.

3. Term; Termination; Survival.

(a) This Agreement shall commence as of the Effective Date and remain in full force until terminated by a party in accordance with this Section 3 (the “**Term**”). Notwithstanding anything to the contrary contained in this Agreement or the Work Order, Customer, in its sole and absolute discretion, shall have the right to terminate this Agreement, or the Work Order, in whole or in part, upon 30 days’ written notice to Provider. In the event of Customer’s termination without cause, Provider shall be paid only for work satisfactorily completed and accepted by Customer in accordance with Section 4 of this Agreement as of the effective date of termination. Provider shall have the right to terminate this Agreement upon 30 days’ written notice to Customer as long as no Work Order is in effect.

(b) Sections 3(b), 4, 5 (as to the re-performance of rejected Services), 6, 7, 8 (for the period specified therein), and 10-21 shall survive the expiration or termination of this Agreement.

4. Fees and Payment

(a) The rates for Provider’s Services will not exceed the rates set forth in the Provider’s pricing list set forth in the ServiceChannel Platform.

(b) As sole compensation for the Services, Customer shall pay Provider for the Services in accordance with the pricing set forth in the Work Order, and further subject to Customer’s acceptance of the Services as set forth in Section 5 of this Agreement. After acceptance of the Services, Provider shall submit invoices through the ServiceChannel Platform, in accordance with the Work Order, setting forth in detail the tasks performed and time spent during the applicable month for the Services provided by Provider and the charges applicable to such tasks.

(c) Customer shall pay all undisputed and accepted invoiced amounts, within 30 days after its receipt of the applicable invoice. Provider shall be responsible for and shall pay all assessable federal and state/provincial income tax on amounts paid under this Agreement. Except as otherwise provided in this Agreement or the Work Order, Provider shall be responsible for all costs and expenses incident to the performance of the Services.

5. Acceptance. The applicable Customer shall evaluate the Services, to determine whether the same meet the requirements that are specified in this Agreement, including, without limitation the Work Order, or as may otherwise be agreed upon in writing by the parties. If the Customer determines in its sole discretion that the Services do not meet such requirements, Customer may notify ServiceChannel and ServiceChannel will notify Provider through the ServiceChannel Platform or in writing that the Customer is rejecting the applicable Services and the reasons for such rejection. Provider shall re-perform the applicable rejected Services within 3 days, and the applicable Customer may reevaluate such Services after such re-performance to determine whether the re-performed Services meet the applicable requirements of the Work Order, or as otherwise agreed to by the parties in writing during the course of performance ("Correction Process"). If the Provider does not, in Customer's determination, remedy the rejected Services, Customer may elect to allow Provider to repeat the Correction Process until Customer accepts the re-performed Services or request that ServiceChannel cancel the Work Order related to such Services.

6. Independent Contractor. It is the intention of the parties that Provider (including any of Provider's personnel) provide the Services as an independent contractor for Customer. Customer will not provide Provider's employees, agents, representatives or subcontractors with any benefits or commitments whatsoever. Provider declares and agrees that (a) it does not have the authority to act for or bind Customer in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of Customer; (b) persons performing the Services hereunder are not agents or employees of Customer; and (c) Provider will be solely responsible for all matters related to payment of such employees, agents, representatives or subcontractors. In no event shall Provider be considered or act as an employee, agent, joint venturer, or partner of Customer. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Customer and either Provider or any employee, agent, representative or subcontractor of Provider. Provider, on behalf of its employees, agents, representatives and any subcontractors, hereby waives any and all rights to look to Customer for any employee benefits, even if an employee, agent, representative or subcontractor of Provider is later held by a court of competent jurisdiction to be a common-law employee of Customer.

7. Confidentiality. The terms of this Agreement, and all non-public information contained herein or that is disclosed (whether identified as confidential or which by its contents a reasonable person would consider proprietary or confidential) to Provider or accessed by Provider, including information pertaining to the terms, prices, services, records, data and locations of the Services, is considered confidential information of Customer ("**Confidential Information**"). Confidential Information shall not include: (i) information which is in or becomes, without fault of Provider, part of the public domain; (ii) information which Provider can show was received by Provider from an independent third party that is under no obligation to Customer regarding the information; and (iii) information which Provider can show was already in Provider's possession at the time the information was made available to Provider or Provider personnel, directly or indirectly, from Customer. Provider will not disclose any such Confidential Information to any third party or use the Confidential Information except as necessary to perform the Services without the prior written consent of Customer. Provider will notify Customer of any actual or reasonably suspected compromise, unauthorized use or disclosure of any such confidential information. These restrictions will not prevent Provider from complying with any law, regulation, court order or other legal requirement that compels disclosure of any Confidential Information. Provider will promptly notify Customer upon learning of any such legal requirement, and cooperate with Customer in the exercise of its right to protect the confidentiality of the Proprietary Information before any tribunal or governmental agency

8. Provider Warranties. Provider represents, warrants and covenants that (a) it has the full legal right and corporate power and authority to enter into and perform all of its obligations under this Agreement; (b) it shall comply with all of the terms and conditions of this Agreement and all applicable laws, rules and regulations, including, but not limited to, any industry regulations, health guidelines or standards; (c) the Services will be performed in a professional and workmanlike manner, consistent with highest industry standards; (d) all of the work and the Services shall be performed in accordance with all applicable local laws, codes, regulations and ordinances, including, but not limited to, any applicable laws respecting minimum employment standards (e.g., the Fair Labor Standards Act in the

United States)), any applicable wage and hours laws, any applicable laws respecting occupational health and safety (e.g., the Federal OSH Act in the United States), any laws pertaining to the maintenance of workers compensation insurance, and any and all environmental laws; (e) Provider has performed, and will perform, reasonable and customary background checks with respect to any of its employees, agents, representatives or subcontractors that may have reason to be present at any locations of Customer; and, (f) without limiting anything in Section 4 of this Agreement, (i) the Services will be free from defects in workmanship for thirty (30) days and (ii) Provider will assign to Customer any available manufacturer's warranty that applies to any of the materials parts or equipment installed. Provider is responsible for pursuing any applicable warranty claims against manufacturers and suppliers of defective parts, equipment and materials used by Provider in performing the Services.

9. Materials; Permits. Provider will furnish, at its cost and expense, all labor, equipment, tools, machinery, supplies, materials, travel, supervision, training and any other items necessary to provide the Services. Provider shall be solely responsible for obtaining in writing and maintaining any and all rights, licenses, permissions, releases, approvals and clearances necessary for Provider to provide, and for Customer to receive, the use and benefit from, as applicable, the Services provided by Provider as contemplated by the terms of this Agreement.

10. Indemnification.

(a) Provider agrees to indemnify and hold harmless Customer and ServiceChannel, and their respective affiliates and all of their respective officers, directors, owners, and employees, for any and all losses, costs and other liabilities incurred, including reasonable attorneys' fees (collectively "Claims"), arising out of or relating to: (i) any acts or omissions of Provider or Provider's employees, agents, or subcontractors arising in the normal course of Provider's work (or work of Provider's employees, agents, or subcontractors) pursuant to the terms of this Agreement, (ii) Provider's performance of services hereunder, (iii) Claims by Provider's employees, agents, or sub-providers/subcontractors for injuries incurred at a job site or otherwise related to the Services, or (iv) breach of any terms or conditions of this Agreement and/or any Work Order issued hereunder, provided, however, that Provider's indemnity obligations hereunder shall not extend to Claims caused solely by the negligence, willful misconduct or breach of this Agreement of or by Customer.

(b) Provider agrees to indemnify Customer and ServiceChannel against all liability and loss in connection with, and shall assume full responsibility for the filing and payment of all federal, state, provincial and local taxes and/or contributions imposed or required under unemployment insurance and income tax laws with respect to work Provider or any of Provider's employees, agents, or subcontractors perform under the terms of this Agreement.

(c) In the event (i) any state or federal governmental agency or court authoritatively determines that the relationship between Customer and Provider or any of Provider's employees, agents or subcontractors is one of employment rather than one of independent contractor, and (ii) as a result of that determination, Customer is required to pay Social Security, Medicare, or unemployment compensation taxes or any penalty with respect to Provider or any of Provider's employees, agents or subcontractors for any period of time prior to that determination, Provider agrees to reimburse Customer to the extent of any refund of taxes previously paid by Provider which Provider receives as a result of that determination.

(d) Both Parties hereby waive and renounce in advance any right to a trial by jury. Provider agrees that no legal or equitable claim of any sort shall be commenced or maintained by Provider to enforce any liability or obligation against Customer, whether arising from this Agreement or otherwise, unless brought before one (1) year after the date of the first act or omission giving rise to such alleged liability or obligation.

11. Limitation of Liability. Customer and Provider agree that (a) neither shall be entitled to recover from the other for any incidental, indirect, special or consequential damages sustained resulting from the action or inaction of the other under this Agreement and (b) in no event shall either party's direct damages in connection with a Work Order exceed five million dollars (\$5,000,000). The above limitations will apply whether the cause of the action against the other is in contract, breach of warranty, tort or otherwise, including, but not limited to lost opportunities and/or delay damages, even if the other party was advised of or was aware of the potential for such damages. Notwithstanding the foregoing, this limitation shall not apply in the event of Provider's gross negligence or willful misconduct.

12. Insurance. During the term of this Contract the insurance specified in Exhibit A (for any Provider that has its registered office in any jurisdiction other than Canada) or Exhibit B (for any Provider that has its registered office in Canada) shall be maintained by Supplier, at its sole expense. Certificates of Insurance confirming the required coverage shall be provided to ServiceChannel.com, Inc. through the ServiceChannel Platform no later than commencement of the Services/Work and within 7 days of the renewal of each insurance policy.

13. Cooperation with Litigation

(a) Provider agrees to forward immediately to Customer every demand, notice, summons or other process received by Provider which involves a claim, suit, or other legal proceeding arising from Provider's performance of services under this Agreement (or the performance of services by any of Provider's employees, agents or subcontractors).

(b) Provider agrees to cooperate fully with Customer in the conduct of any lawsuits arising from or related to Provider's performance of services under this Agreement (or the performance of services by any of Provider's employees, agents or subcontractors). Provider also promises to make itself reasonably available to Customer, with payment of Provider's reasonable out-of-pocket expenses, to assist Customer regarding any current or future litigation of matters or claims of which Provider may have factual knowledge. In this regard, Provider agrees to provide information to Customer, assist in and provide information for responses to pleadings and discovery, and assist in, prepare for and provide testimony at depositions, trial or at any other proceeding.

14. Notices

All notices issued under this Agreement must be in writing and will be deemed effective one (1) day after having been sent by a nationally recognized overnight courier for overnight delivery to the following designated parties, with delivery confirmation at the respective addresses of Customer and Provider set forth in the ServiceChannel Platform:

15. Construction. This Agreement, together with Exhibit A and any Work Orders issued hereunder, constitutes the entire agreement between Customer and Provider with respect to its subject matter and supersedes any and all previous or contemporaneous agreements and understandings with respect to such subject matter. This Agreement may be amended only by written agreement of the parties which is signed by authorized representatives of both parties except as otherwise specifically provided for herein. Should any provision of this Agreement be held invalid or unenforceable, such invalidity will not invalidate the whole of this Agreement, but rather that invalid provision will be amended to achieve as nearly as possible the same intended effect as the original provision and the remainder of this Agreement will remain in full force. Waiver by either party of the breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent, similar or other breach by the breaching party. No delay or failure by any Party in exercising any of its rights, remedies, powers, or privileges hereunder, at law or in equity, and no course of dealing between Customer and Provider or any other person shall be deemed to be a waiver by any Party of any such rights, remedies, powers, or privileges, even if such delay or failure is continuous or repeated, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise thereof by any Party or the exercise of any other right, remedy, power, or privilege by such Party. This Agreement may be executed in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

16. Assignment. Neither Provider nor Customer may assign or otherwise transfer this Agreement or rights or obligations hereunder without the prior written consent of the other. The consent by a party of the assignment or transfer of this Agreement shall not operate as consent to any subsequent assignment or transfer. Notwithstanding the foregoing, ServiceChannel may, without Provider's consent, assign this Agreement to (a) a parent, subsidiary or affiliated entity, whether existing now or in the future; or (b) a person or entity which, through merger, acquisition or otherwise, succeeds to all or substantially all of ServiceChannel's business.

17. Subcontracting. Provider shall remain liable for all obligations, services and functions performed by all subcontractors (whether approved or unapproved) to the same extent as if such obligations, services and functions were performed by Provider. Provider shall be Customer's sole point of contact regarding work performed by subcontractors hereunder. Provider shall provide Customer with prompt written notice of all actual or potential

disputes with any subcontractors providing services hereunder, including, without limitation, breaches, defaults, insolvencies, defects in subcontractor's goods or services, and work stoppages.

18. Publicity. Neither party may use in advertising, publicity or otherwise (including on the Internet) the name of the other party, or any trademark, trade dress, service mark, trade name, symbol or any abbreviation or contraction thereof owned by or referring to the other party without the prior written consent of the other party. In the case of Provider, these restrictions shall also apply to the Customer's name and the like. Notwithstanding the foregoing, ServiceChannel may include Provider's name in any listing of providers used in general or with respect to Customer.

19. Governing Laws.

(a) If the Supplier has its registered office any jurisdiction other than Canada then this Agreement shall be governed by and construed in accordance with the laws of the State where the work occurs without regard to conflicts of laws provisions thereof.

(b) If the Supplier has its registered office in Canada then this Agreement shall be governed by and construed in accordance with the laws of the Province where the work occurs and the federal laws of Canada applicable therein, other than rules governing conflict of law.

20. Third Party Beneficiary. Provider agrees that ServiceChannel is a third party beneficiary of this Agreement as such relates to the services performed for by Provider and may enforce its rights directly. Notwithstanding the foregoing, Provider further agrees ServiceChannel does not assume any obligations or liabilities hereunder except as it acts on Customer's behalf.

21. Customer's Signature Not Required. Customer hereby acknowledges, agrees and covenants that it shall be bound by the terms and conditions of this Agreement upon execution by Provider, provided that this Agreement is signed without any changes or modifications of any kind

IN WITNESS THEREOF, the Provider has caused this Agreement to be executed by its duly authorized representative as of the date below.

If, after reviewing this Agreement including the insurance requirements in Exhibit A, you are ready to sign, please [CLICK HERE](#).
(Please only click the link if you are authorized to sign on behalf of your company)

EXHIBIT A

INSURANCE REQUIREMENTS **(Providers with registered office in the United States)**

As referenced in Section 12 during the term of this Agreement the insurance specified in this Exhibit A shall be maintained by Provider, at its sole expense. Certificates of Insurance confirming the required coverage shall be provided to Customer through the ServiceChannel Platform no later than commencement of the Services/Work and within 7 days of the renewal of each insurance policy. Failure to meet these requirements may result in immediate termination of services under this agreement. The amounts herein are in US Dollars.

Commercial General Liability: Provider agrees to maintain in full force and effect Commercial General Liability insurance written on an ISO Commercial General Liability CG 00 01 occurrence form policy or its equivalent. The following minimum limits of liability shall be maintained.

\$1,000,000 each occurrence	
\$1,000,000 annual aggregate	Personal and Advertising Injury
\$2,000,000 annual aggregate	Products & Completed Operations
\$2,000,000 general aggregate	

Automobile Liability Insurance: Provider agrees to maintain in full force and effect Automobile Liability insurance for all owned, non-owned, and hired vehicles. The minimum limit of liability shall be \$1,000,000 each accident for Bodily Injury and Property Damage, Combined Single Limit.

Workers' Compensation/Employers Liability Insurance: Provider agrees to maintain in full force and effect Workers' Compensation insurance providing statutory coverage for states in which Services/Work are performed pursuant to this Contract, and Employers Liability insurance subject to minimum limits of :

\$1,000,000 each accident	Bodily injury by accident
\$1,000,000 each employee	Bodily injury by disease
\$1,000,000 policy limit	Bodily injury by disease

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To aid providers and their insurance brokers in compliance with the insurance requirements under this exhibit we are providing below a sample certificate in Acord format. Should the provider or their broker be unable to evidence insurance coverage as outlined in this example then any exceptions should be described in the descriptions section of the certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Full name of insurance producer/broker	CONTACT NAME: Producer/broker contact info	
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED ABC Supplier	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insurance Company A	
	INSURER B: Insurance Company B	
	INSURER C: Insurance Company C	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GL123456	01/01/2022	01/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			AUT123456	01/01/2022	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 123456	01/01/2022	01/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SIGNATURE REQUIRED

EXHIBIT B

INSURANCE REQUIREMENTS **(Providers with registered office in Canada)**

As referenced in Section 12 during the term of this Agreement the insurance specified in this Exhibit B shall be maintained by Provider, at its sole expense. Certificates of Insurance confirming the required coverage shall be provided to Customer through the ServiceChannel Platform no later than commencement of the Services/Work and within 7 days of the renewal of each insurance policy. Failure to meet these requirements may result in immediate termination of services under this agreement. The amounts herein are in Canadian Dollars.

Commercial General Liability: Provider agrees to maintain in full force and effect primary Commercial General Liability insurance written on an IBC 2100 occurrence form policy or its equivalent. The following minimum limits of liability shall be maintained.

\$1,000,000 each occurrence	
\$1,000,000 annual aggregate	Personal and Advertising Injury
\$1,000,000 annual aggregate	Non-Owned Automobile
\$2,000,000 annual aggregate	Products & Completed Operations
\$2,000,000 general aggregate	

Automobile Liability Insurance: Provider agrees to maintain in full force and effect Automobile Liability insurance for all owned and hired vehicles. The minimum limit of liability shall be \$1,000,000 each accident for Bodily Injury and Property Damage, Combined Single Limit.

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To aid providers and their insurance brokers in compliance with the insurance requirements under this exhibit we are providing below a sample certificate in Acord format. Should the provider or their broker be unable to evidence insurance coverage as outlined in this example then any exceptions should be described in the descriptions section of the certificate.

CERTIFICATE OF INSURANCE

DATE
(YYYY/MM/DD)
2024/01/01

Full name of Insurance Brokerage/Producer

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURED

COMPANIES AFFORDING COVERAGE

ABC Supplier

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			2024/01/01	2024/01/01	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/>	CLAIMS MADE				BODILY INJURY AND PROPERTY DAMAGE INCLUSIVE LIMITS	\$1,000,000
	<input checked="" type="checkbox"/>	OCCURRENCE				PRODUCTS / COMPLETED OPERATIONS AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/>	PRODUCTS AND/OR COMPLETED OPERATIONS				PERSONAL INJURY	\$1,000,000
	<input checked="" type="checkbox"/>	PERSONAL INJURY				EMPLOYERS' LIABILITY	
	<input type="checkbox"/>	EMPLOYER'S LIABILITY				TENANTS LEGAL LIABILITY	
	<input type="checkbox"/>	TENANTS LEGAL LIABILITY				NON-OWNED AUTOMOBILE	\$1,000,000
	<input checked="" type="checkbox"/>	NON-OWNED AUTOMOBILE				GENERAL AGGREGATE	\$2,000,000
	A	AUTOMOBILE					2024/01/01
<input checked="" type="checkbox"/>		DESCRIBED AUTOMOBILES	THIRD PARTY LIABILITY	\$1,000,000			
<input checked="" type="checkbox"/>		ALL OWNED AUTOS					
<input checked="" type="checkbox"/>		LEASED AUTOMOBILES					
B	EXCESS LIABILITY			2024/01/01	2024/01/01		
	<input checked="" type="checkbox"/>	UMBRELLA FORM				EACH OCCURRENCE	\$3,000,000
	<input type="checkbox"/>	OTHER THAN UMBRELLA FORM				AGGREGATE	\$3,000,000
	<input type="checkbox"/>						

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL CONDITIONS/OTHER:

Note: Limits are stated in Canadian Dollars.

Description of Operations:

Reference: : «PROJECT_»

CERTIFICATE HOLDER

Attn:

Fax:

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE:

PROOF OF COVERAGE