

INSTRUCTIONS FOR COMPLETING THIS PACKAGE:**Contractor:**

1. The following steps must be completed (in full) before you will be permitted to start any work.
2. Read the following pages [and the attached presentation](#) carefully to understand Litens Contractor Health, Safety & Environmental Rules and Policies [and complete the risk assessment \(page 2\) for the work to be carried out.](#) Note: For any change in description of work, the risk assessment (page 2) shall be reviewed and updated.
3. Complete every section on page 2, [4 and 5](#) and sign the bottom.
4. Attach a current Workplace Insurance Certificate for your company AND any sub-contractors that you will use (out of Country / Province contractors must provide proof of insurance that is valid for temporary work in the province).
5. Return the package to the Litens originator.
6. [Contract work checklist \(page 3\) must be completed prior to start of work.](#)

NOTE: All contractors and visitors must sign-in at [WhosOnLocation kiosk](#) to obtain a Visitor's badge, each time they arrive on-site.

Litens Originator:

1. Provide the contractor with this package and [the Health, Safety and Environmental Contractor Presentation](#).
2. Review the Litens Health, Safety & Environmental Rules and Policies with the contractor [and complete the risk assessment \(page 2\) for the work to be carried out.](#) Note: For any change in description of work, the risk assessment (page 2) shall be reviewed and updated.
3. Review the risk assessment (page 2) with each contractor employee prior to start of work and forward the signed document to the Safety and Environmental Advisor.
4. Forward the completed package, and applicable insurance certificates to the Safety & Environmental Advisor.
5. [Contract work checklist \(page 3\) must be completed prior to start of work.](#)

NOTE: Failure to correctly complete this package will result in work being stopped, services being removed and, a P.O. will not be issued.

The risk assessment must be carried out by the Contract Originator (Supervisor/Manager) together with the third-party Contractor.

Description of work:	
Location (work area, workplace):	
Contractor Company:	
Contractor Employee:	

All hazards associated with the work must be identified and listed along with the protective measures. For example, hazards may arise due to lift truck operation, scissor lift operation, electrical work, moving machinery, hot work, hazardous substances, fall hazard etc.

Identified Hazard	Required protective measure

The following permits are required daily before the start of work by the responsible third-party company:

<input type="checkbox"/>	Hot work (welding, cutting, cutting, soldering, thawing)
<input type="checkbox"/>	

All the hazards related to contracted work were identified and adequate precautions will be taken in compliance with Occupational Health and Safety Act, and Litens relevant health, safety and environmental policies and procedures.

Contractor Name:	Signature:	Date:
Contract Originator Name:	Signature:	Date:

***Note: All Contractors are responsible for the removal of all waste generated during contract work.**

***Attach copies of the following applicable documentation:**

- Health, Safety and Environmental Training records (i.e. WHMIS, Lift Truck, Fall Protection, Trade Qualification Cert., etc.)

The contract work checklist must be completed prior to start of work.

Description of work:	
Location (work area, workplace):	
Contractor Company:	
Contractor Employee:	

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Contractor package was completed / submitted by the contractor?
<input type="checkbox"/>	<input type="checkbox"/>	Workplace insurance is in good standing?
<input type="checkbox"/>	<input type="checkbox"/>	Risk assessment for the contracted job was carried out and proper controls are in place to address the identified hazards?
<input type="checkbox"/>	<input type="checkbox"/>	Signed-in on WhoOnLocation kiosk?
<input type="checkbox"/>	<input type="checkbox"/>	Relevant HSE WIs were reviewed?
<input type="checkbox"/>	<input type="checkbox"/>	Necessary permits were issued, if required (i.e. hot work permit)?
<input type="checkbox"/>	<input type="checkbox"/>	Relevant training records / certifications submitted?

The supervisors and employees in the affected areas must be informed about the work.

Work instructions reviewed / Permits issued:

Signature/Date

Contract Originator

Signature/Date

Contractor Employee

In connection with your discussion with, delivery of goods to, and/or performance of services for, Litens Automotive Partnership ("Litens"), it is anticipated that you may, from time to time have access to confidential and/or proprietary information and trade secrets (collectively, "Materials") relating to Litens. Accordingly, you agree to treat all Company Materials "Materials" in accordance with this agreement.

For purposes of this agreement, the term "Materials" includes all prints, designs, drawings, layouts, developments, technical data, models, prototypes, samples, knowledge, technology, inventions, discoveries, improvements, licensed rights, know-how, show-how, trade secrets, processes, plans, books, records, customer and/or competitor information, market information, business plans, finances and other information whatsoever (including, if applicable, patents and/or patent applications), in whatever format or medium, and whether or not marked "confidential", "secret", "proprietary" or in some other applicable fashion.

You agree that the Materials will be kept strictly secret and confidential, held in trust for Litens and not used for your benefit or the benefit of any third party, with all rights to commercially exploit anything derived from the Materials (for any use) being reserved exclusively to Litens

You agree to use adequate procedures to preserve the secrecy of the Materials. At Litens' request and, in any event, upon termination of the Project, you and your officers, employees, agents and representatives will promptly return all of the Materials you have in your possession to Litens, without retaining any copies, notes or extracts thereof.

Nothing in this agreement grants you any right or license under any patent(s), patent application(s), copyright(s), trademark(s), trade secret(s) or other form(s) of proprietary technology or intellectual property rights contained or referenced in the Materials (and whether now or hereafter owned, used or controlled by Litens and/or its affiliates, suppliers and customers). You agree to refrain from seeking any intellectual property rights based (wholly or in part) on Litens' Materials.

You further agree not to decompile, disassemble, decode, reproduce, redesign or reverse engineer any of Litens' Materials.

You also agree that you shall not advertise or otherwise disclose that fact that Litens has contracted to purchase any goods or services from you, nor any other information relating to your involvement in the Project, without, in each case, the prior written permission of Litens.

Without limiting any rights or remedies available to either party (including injunctive relief to prevent any actual or threatened breach of this agreement), you agree to use reasonable efforts to amicably settle any disputes or differences which may arise under this agreement.

Your obligations arising under this agreement shall continue after the termination of your contract. This agreement shall only be waived, modified or amended in writing when signed by authorized representatives of both you and Litens.

This agreement is subject to the laws of the Province of Ontario and the laws of Canada applicable therein, excluding conflicts of laws provisions.

As confirmation of the acceptance of this agreement, please execute, date and return a copy of this letter to the attention of the Litens Contract Originator at your earliest convenience.

ACCEPTED and AGREED:

Company Name: _____

Contractor Name: _____

Signature: _____

Date: _____

Contractor will provide personnel (Temporary Workers) to assist Litens Automotive Group in specific, time-limited projects, as discussed and documented between the parties.

Contractor warrants that all services will be provided in a good and professional manner by duly trained employees or subcontractors who have the requisite experience to provide such services.

Contractor agrees to assume full responsibility for paying, withholding and transmitting payroll deductions, premiums, taxes and remittances that may be required by applicable provincial or local laws, in respect or on behalf of each Temporary Worker who performs services. Without limiting the generality of the foregoing, this shall include but not be limited to provincial Income Tax, Worker's Compensation, Employment Insurance, Employer Health Tax and Canada Pension Plan. Contractor will require by written contract that its subcontractors shall agree to comply with these responsibilities for all Temporary Workers they provide. Contractor and its Subcontractors shall ensure that all Temporary Workers assigned to work in Canada are adequately insured in accordance with the Workplace Safety and Insurance Act (or Provincial equivalent), as required by law.

Contractor and each of its Subcontractors acknowledge that they are the sole employer of the Temporary Workers. Contractor and its Subcontractors shall ensure that all Temporary Workers are fully advised and understand the agency is their employer, and not Litens Automotive Group or any of its subdivisions or affiliates. Temporary Workers provided by Contractor and/or its Subcontractors shall not be entitled to any of Litens' group benefit coverage, including profit sharing, retirement programs, pensions, welfare, life or disability insurance, bonus, vacation pay, notice of termination, termination pay, severance pay, arising pursuant to contract, statute, common law or otherwise. Prior to assigning any Temporary Worker to Litens, Contractor shall have each Temporary Worker, including those provided by Subcontractors, sign a written acknowledgement of these facts.

As the employer of the Temporary Workers, Contractor and its Subcontractors shall be responsible for all duties relating to hiring, discipline, reassignment and termination of their Temporary Workers. Contractor shall indemnify and save Litens harmless from any costs, demands, complaints or liability whatsoever arising (including reasonable legal fees) with respect to any claim by a Temporary Worker against Litens for termination pay, notice of termination, severance pay, holiday pay, vacation pay or employment related benefits claims of any kind including any claim from the Canadian Revenue Agency, where such Temporary Workers claim to have been an employee of Litens and will require, by written contract, all of its Subcontractors to do the same.

Contractor further agrees to indemnify and save Litens harmless from any and all claims involving personal illness, injury, death, damage or destruction to property or equipment (including, but not limited to claims asserted by Contractor's officers, employees and agents), or any losses reasonably flowing therefrom, caused by any negligent act or omission on the part of Contractor, its officers, employees or agents. Contractor shall ensure by written contract that all its Subcontractors do the same.

ACCEPTED and AGREED:

Contractor: _____

Authorized Representative & Title: _____

Signature: _____

Date: _____