

Subcontractor Agreement

This Subcontractor Agreement is made and entered into this day of 18-03-2020 by and between Company B and Company C. The Company B and the Company C are sometimes hereinafter referred to as the "parties."

The Company B desires to engage Company C to furnish labor, materials, equipment and/or services (collectively, the "Work") for one or more of Company B's projects (each, a "Project"), and Company C desires to provide said Work; and

This Agreement provides the general terms and conditions which shall govern all Work furnished by Company C to Company B pursuant to separate written agreements (each, a "Statement of Work") for each specific Project.

The parties agree to the terms of this Agreement.

1 Contract Documents

1.1 Contract Terms.

The Company B has entered, or contemplates entering, into agreements (each, a "Contractor Agreement") with certain clients and other parties (the "Client") to provide the Work in relation to certain Projects. The term "Contract Documents" shall consist of and collectively refer to:

- a. this Agreement,
- b. the relevant Contractor Agreement,
- c. all properly executed Statements of Work,
- d. all properly executed Change Orders, and
- e. all attached Exhibits.

1.2 Availability Terms.

The Contract Documents shall be made available for Company C's review.

1.3 Acknowledgment of Terms.

Company C represents and agrees that it has carefully examined and understands this Agreement and the Contract Documents, has investigated the nature and requirements of the Work to be performed. Company C acknowledges that it enters into this Agreement and any relevant Statement of Work on the basis of its own examination, investigation, and evaluation and not in reliance upon any opinions or representations of Company B. Company C agrees to be bound to the Company B by the provisions of the Contract Documents and to assume to Company B all of the obligations and responsibilities that Company B assumes under the relevant Contractor Agreement.

1.4 Conflict of Terms.

Where provisions of the Contract Documents are inconsistent, the provision imposing the higher or stricter standard of performance and/or the greater scope, quantity, or quality of Work to be performed.

2 Scope of Work

2.1 Performance of Work.

The Company C agrees to perform all of the Work required by or reasonably inferable from the Contract Documents and appropriate Statement of Work, unless specifically excluded by written agreement with Company B.

2.2 Payment for Work.

The Company C agrees to furnish and pay for all labor, materials, equipment, taxes, services, and everything necessary for completion of the Work in accordance with the Contract Documents, which must include a Statement of Work in the form attached as Exhibit A.

2.3 "Work."

The phrase "Work" when used in this Agreement means the specific services the Company C has agreed to perform on behalf of the Company B, as described in the applicable Statement of Work.

2.3 "Job Site."

The phrase "Job Site" refers to the address, premises or physical location specified in the Statement of Work where the Work is to be rendered by Company C.

3 Subcontracting

3.1 Written Consent Required for Subcontracting.

Company B will not subcontract any Work without Company C's or the Client's written consent.

3.2 Protective Restrictions on Subcontractors.

If Company B subcontracts, it shall ensure the subcontract contains at least the same level of restrictions on the subcontractor, including confidentiality, non-solicitation and non-competition, compliance with Law, and security obligations, are at least as restrictive as those contained in this agreement.

3.3 Company B Remains Responsible.

Company B will

- a. be deemed to have performed any Work actually performed by a subcontractor, and
- b. remain responsible and liable for any Work performed by a subcontractor as if Company B had provided the Work itself.

4 Contract Price

Company C's full compensation for satisfactory performance of the Work, in strict compliance with the Contract Documents, shall be the contract price (the "Contract Price") set forth in the applicable Statement of Work. Subject to Company B's right to adjustments increasing or reducing the Contract Price or extending or shortening the schedule, as provided for elsewhere in this Agreement, the Contract Price shall be deemed to be full compensation for all Work performed by Company C under each applicable Statement of Work, and is conclusively presumed to cover all foreseen and unforeseen costs, fees, profit, overhead, and expenses arising out of, or related to, Company B's performance of the Work.

5 Payment

5.1 Final Payment.

The final payment constituting the entire unpaid balance (the "Final Payment") of the Contract Price, including the retainage due and as stated in the applicable Statement of Work, shall be paid to Subcontractor no later than thirty (30) days after the Work called for in the applicable Statement of Work has been fully completed, approved, and accepted by Contractor, in its sole discretion, and all applicable government agencies or similar authorities; provided, however, that Subcontractor acknowledges that no Final Payment shall be made until the Subcontractor has provided an Unconditional Waiver of Lien and Release, in the form attached as Exhibit C, and covering all Work performed by Subcontractor under the applicable Statement of Work.

5.2 Progress Payments.

At the sole discretion and option of Contractor, or as separately agreed to in the applicable Statement of Work, Contractor may make periodic progress payments for Work completed by Subcontractor (a "Progress Payment"). When applying for a Progress Payment, Subcontractor must submit an accurate application for payment for the relevant period, using AIA Form G702 or a form acceptable to Contractor. Progress Payments shall be paid after approval of Contractor, based on the percentage of completion of the Work, less ten percent (10%) for retainage or such lesser percentage specified by law or the Contract Documents. Any application for a Progress Payment must specifically state the Work completed during such period, and be accompanied by an appropriate Partial Waiver of Lien and Release, in the form attached as Exhibit D. Progress Payments shall be treated as advances on the Contract Price only, and are subject to adjustment in any amount and at the sole discretion of Contractor, whether or not already advanced, as may be necessary to protect Contractor from loss liability or expense.

5.3 Contractor Payments

- a. **Direct Payment.** In its sole discretion, Contractor may make any payments due to Subcontractor payable jointly or directly to anyone to whom payment is due from Subcontractor in relation to performance of the Work.
- b. **Non-Payment.** In the event Contractor has reason to believe that Subcontractor is not fulfilling its payment obligations, Contractor may take any steps reasonably necessary to ensure that all obligations of the Subcontractor relating to performance

of the Work are properly made. Such steps may include, but are not limited to, the right to withhold out of subsequent payments to Subcontractor a reasonable amount to protect Contractor from any loss, or damage, including attorney's fees, arising out of any lien, claim, security interest or encumbrance. Contractor may continue to pursue any such remedies until Subcontractor submits evidence satisfactory to Contractor that all previous amounts owed in connection with the performance of the Work have been paid.

5.4 Subcontractor Payments.

Subcontractor shall hold all payments received in trust for the benefit of any persons or entities furnishing labor, material, services, tools or equipment to Subcontractor in performance of the Work. Subcontractor shall make all payments for any labor, material, services, tools and equipment promptly when due.

6 Company C Personnel

6.1 Skilled Personnel.

Company C shall retain and employ personnel who have the experience, skill, diligence, and expertise necessary and appropriate to perform the Work according to standards and service levels required under this agreement.

6.2 Security Training.

Company C Personnel will, upon hiring, and at least annually thereafter, participate in security awareness training. This training will cover, at a minimum, Company C's security policies, including acceptable use, password protection, data classification, incident and breach reporting, the repercussions of violations, and brief overviews of applicable laws and regulations.

6.3 Background Checks.

Prior to assigning any of its Personnel to positions in which they will, or Company C reasonably expects them to, have access to Customer Data, Company C will conduct or verify background checks on such Personnel, except where expressly prohibited by law. For the purposes of this agreement, "Personnel" means Company C's employees, independent contractors, and subcontractors.

7 Term

This agreement will commence on 18-03-2020, and will continue for 7 months unless terminated earlier (the "Term").

8 Warranty

8.1 Professional Skills.

Company C represents and warrants that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this agreement.

8.2 Performance.

Company C agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to devote such time as is necessary to perform the services required under this agreement.

9 Confidentiality

9.1 Confidentiality Obligation.

The receiving party shall hold in confidence all Confidential Information disclosed by the disclosing party to the receiving party.

9.2 Use Solely for Purpose.

A receiving party may only use the Confidential Information according to the terms of this agreement and solely for the extensions of the electrical installations.

9.3 Non-Disclosure.

A receiving party may not disclose Confidential Information, the existence of this agreement, or the electrical installations to any third party, except to the extent

- a. permitted by this agreement
- b. the disclosing party consents to in writing, or
- c. required by Law.

9.4 Notice. A receiving party shall notify the disclosing party if it

- a. is required by Law to disclose any Confidential Information, or
- b. learns of any unauthorized disclosure of Confidential Information.

10 Compliance with Laws

Each party shall

- a. comply with all applicable Laws relating to European regulations for industrial electrical components, and
- b. notify the other party if it becomes aware of any non-compliance in connection with this section.

11 Insurance

11.1 Mutual Insurance.

Each party shall maintain the types of insurance customary and appropriate for such agreements, in the amount necessary to cover its obligations and responsibilities under this agreement or required by Law, whichever is less.

11.2 Proof of Insurance.

On the other party's request, each party shall deliver to the other party a certificate or other proof of its insurance, describing the amount and coverage of its insurance.

11.3 Notice of Material Change.

If there is any material change to either party's insurance, that party shall promptly notify the other party.

12 Termination

12.1 Termination Because of Material Breach.

Either party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

- a. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
- b. the failure, inaccuracy, or breach continues for a period of [20] Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

12.2 Termination Because of Insolvency.

If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.

13 Indemnification

13.1 Indemnification by Company C.

Company C (as an indemnifying party) shall indemnify Company B (as an indemnified party) against all losses and expenses arising out of any proceeding

- a. brought by either a third party or Company B, and
- b. arising out of Company C's breach of its obligations, representations, warranties, or covenants under this agreement.

13.2 Mutual Indemnification.

Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding

- a. brought by either a third party or an indemnified party, and
- b. arising out of the indemnifying party's willful misconduct or gross negligence.

13.3 Notice and Failure to Notify

- a. **Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall
 - i. notify the indemnifying party of the indemnifiable proceeding, and
 - ii. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
- b. **Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

13.4 Exclusive Remedy.

The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in section Indemnification.

14 Limitation on Liability

14.1 Company B Liability.

Company B will not be liable for breach-of-contract damages suffered by Company C that are remote or speculative, or that Company B could not have reasonably have foreseen on entry into this agreement.

14.2 Maximum Liability.

Company B's liability under this agreement will not exceed the fees paid by Company C under this agreement during the 12 months preceding the date upon which the related claim arose.

15 General Provisions

15.1 Entire Agreement. This agreement represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

15.2 Amendment. This agreement can be amended only by a writing signed by both parties.

15.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

15.4 Notices

- a. **Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.
- b. **Receipt of Notice.** A notice given under this agreement will be effective on
 - i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

15.5 Governing Law.

This agreement shall be governed, construed, and enforced in accordance with the laws of the European regulations, without regard to its conflict of laws rules.

15.6 Waiver.

The failure or neglect by a party to enforce any of rights under this agreement will not be deemed to be a waiver of that party's rights.

15.7 Severability.

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

This agreement has been signed by the parties.

Company B

Name: Alexander Rasmussen

Signature: _____

Company C

Name: Martin Tomko

Signature: _____