

MASTER PERSONNEL SERVICES PROVIDER AGREEMENT

This Agreement is entered into this day of , by and between **Flintco, LLC**, 323 E. Reconciliation Way, Tulsa, OK 74120 referred to in this Agreement as the **CUSTOMER**, and the

PERSONNEL SERVICES PROVIDER: XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXX, XX XXXXXX

NOTICE TO THE PARTIES SHALL BE GIVEN AT THESE ADDRESSES

1. ASSIGNED PERSONNEL. The Personnel Services Provider shall provide Assigned Personnel to Customer pursuant to a work order in a form substantially similar to Exhibit A, and Customer shall compensate the Personnel Services Provider, in accordance with the applicable work order. The Assigned Personnel shall perform such services as set forth in applicable work order and in accordance with applicable laws, regulations and professional standards. The Personnel Services Provider represents that it is properly licensed to do business in the jurisdiction in which the services described in the applicable work order will be performed. Additionally, the Personnel Services Provider represents that its Assigned Personnel are fully experienced and qualified to perform the services for which they are provided and, if necessary, are properly licensed and/or certified to perform such services. Assigned Personnel are employees of the Personnel Services Provider and shall not be considered to be employees of the Customer. Once Assigned Personnel works ___ hours, he/she may be transferred to Customer’s employment upon payment of a fee of \$____. If the Assigned Personnel accepts employment with the Customer prior to working___ hours, Customer agrees to pay the number of remaining hours (hours less the number of hours worked) at the rate stated in the in the applicable workorder.

2. PAYMENTS. The Personnel Services Provider shall submit invoices for payment for services in accordance with the terms of the applicable work order and Customer shall pay approved amounts to Personnel Services Provider in accordance with such work order. Customer shall have the right to withhold from any payment due or to become due an amount sufficient to protect Customer from loss that may result from Personnel Services Provider being in default of this Agreement. Payment of the amount withheld shall be made when the grounds for withholding have been removed.

3. INFORMATION. All data, information, discoveries, materials and compilations developed or conceived by Personnel Services Provider and/or Personnel Services Provider’s employees or agents as a result of this Agreement, and all information received by Personnel Services Provider, its employees or agents from Customer shall be the property of and is solely owned by Customer, and Personnel Services Provider agrees to assign any and all rights in such data, information, discoveries, materials and compilations to Customer without additional expense to Customer.

4. CONFIDENTIALITY. Personnel Services Provider agrees to hold in confidence all information which is submitted or provided by Customer or any data, information, discoveries, materials and compilations developed pursuant to this Agreement, (hereinafter collectively “information”) and agrees not to use such information for its own benefit or for the benefit of others, or reproduce such information or disclose it to others without the prior written consent of Customer.

5. SAFETY. The Personnel Services Provider has provided safety training for its Assigned Personnel, including written programs and procedures for the safety of its Assigned Personnel. While performing services for the Customer, including services performed at any project site of the Customer, the Personnel Services Provider’s Assigned Personnel shall comply with all safety requirements and procedures of the Customer. The Personnel Services Provider shall indemnify Customer from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by Personnel Service Provider’s failure to comply with applicable safety requirements. The Customer shall have the right to remove any Assigned Personnel who creates an unsafe condition, or who performs services in an unsafe manner, or who fails any drug and/or alcohol test given in connection with the services provided by the Assigned Personnel, or who violates the Customer’s safety procedures. The Personnel Services Provider shall replace such removed Assigned Personnel at no additional cost to the Customer. Each party must provide written notice to the other of any illness or injury to any Assigned Personnel within 24 hours of becoming aware of such illness or injury. Additionally, Personnel Services Provider shall require all Assigned Personnel to report any injury or illness immediately upon becoming aware of such injury or illness.

6. OPERATION OF MOTOR VEHICLES OR MACHINERY. Customer shall not authorize Assigned Personnel to operate motor vehicles or machinery (machinery is defined herein to include forklifts) as part of its services performed for Customer unless agreed to in applicable work order. If the Assigned Personnel operates a motor vehicle or machinery for Customer, Customer agrees to defend, indemnify and hold Personnel

Services Provider harmless for bodily injury, property damage or any other claims resulting from Assigned Personnel's operating such vehicles or machinery.

7. INDEMNIFICATION.

71 To the fullest extent permitted by law Personnel Services Provider shall indemnify, hold harmless and defend Customer, its employees and agents of and from all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of every kind and character, including but not limited to attorneys' fees arising out of or resulting in whole or in part from any act, omission, fault or negligence on Personnel Service Provider's part while performing or acting under this Agreement, provided that such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom regardless of whether such is caused in part by a party indemnified hereunder. The Personnel Services Provider's obligations to indemnify and hold harmless covers the acts and omissions of its agents and employees and all others for whose acts Personnel Service Provider is responsible. The indemnification obligation of this paragraph shall not be restricted by any limitation on the amount or type of damages, compensation or benefits payable by or for Personnel Services Provider or those for whose acts it is or may be liable under workers' compensation laws, disability benefit acts or other employee benefits laws or by the limits of any insurance that may provide coverage for any damages, costs or compensation payable by or for Personnel Services Provider or those for whose acts it is or may be liable.

72 To the fullest extent permitted by law Customer shall indemnify, hold harmless and defend Personnel Services Provider, its employees and agents of and from all suits, actions, legal proceedings, claims, demands, damages, costs and expenses of every kind and character, including but not limited to attorneys' fees arising out of or resulting in whole or in part from the negligence of the Customer while performing or acting under this Agreement, provided that such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom regardless of whether such is caused in part by a party indemnified hereunder. The Customer's obligations to indemnify and hold harmless covers the acts and omissions of its agents and employees and all others for whose acts Customer is responsible.

8. INSURANCE. Before providing any Assigned Personnel, and as a condition of payment, the Personnel Services Provider shall purchase and maintain insurance that will protect it from the claims arising out of its performance of this Agreement, whether the operations are by Assigned Personnel, the Personnel Services Provider, or any of its employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Personnel Services Provider shall maintain at least the limits of liability in a company satisfactory to the Customer as set forth in Exhibit B, as may be modified by any applicable work order. The Workers Compensation coverage provided by the Personnel Services Provider shall include an Alternate Employer Endorsement naming Flintco, LLC and its parent, subsidiary and related companies as the Alternate Employer.

9. BENEFITS.

91 In addition to the duties listed in the Agreement, Personnel Services Provider shall comply with all provisions of the Affordable Care Act (the "ACA") regarding the Assigned Personnel supplied to Customer. Personnel Services Provider shall offer to all Assigned Personnel, or ensure that all Assigned Personnel who perform work for Customer are offered, health care coverage that meets the minimum requirements of the ACA, including timely offers of "minimum essential coverage" to "full-time" employees (as defined in 26 U.S.C. § 4980H and related regulations) and the applicable employer information reporting provisions under 26 U.S.C. §§ 6055 and 6056 and all related regulations.

92 Personnel Services Provider shall be considered Customer's agent for purpose of Customer's obligation, if any, for complying with the employer shared responsibility provisions of the ACA with respect to Assigned Personnel. Personnel Services Provider shall charge Customer an additional charge, in addition to the pricing levels set forth in the Agreement, for Assigned Personnel who actually enroll in health care coverage offered by Personnel Services Provider pursuant to this Addendum. As agent, any health insurance benefits offered or assessable tax payments made by Personnel Services Provider under § 4980H with respect to Assigned Personnel shall be considered to have been made by Customer for purposes of satisfying Customer's employer shared responsibility obligations. Neither the Customer, nor its health plan, nor any related party shall be liable if Personnel Services Provider fails to pay benefits due to Assigned Personnel under Personnel Services Provider's plan. Personnel Services Provider agrees it will establish internal procedures for reviewing and maintaining its compliance with the ACA, including but not limited to providing timely offers of coverage to Assigned Personnel consistent with this section.

93 Personnel Services Provider shall be solely responsible for, and shall defend, reimburse, indemnify, and hold harmless Customer (hereafter collectively referred to as "Customer Indemnity") for, any taxes, penalties, or other liabilities assessed against Personnel Services Provider or Customer under § 4980H with respect to Assigned Personnel due to Personnel Services Provider's failure to offer or ensure that Assigned Personnel are offered:

- (i) "Minimum essential coverage" under an "eligible employer-sponsored plan" each within the meaning of 26 U.S.C. § 5000A (f)(1)(B); or
- (ii) Coverage that is "affordable" or provides "minimum value," each within the meaning of 26 U.S. C. § 36B(c)(2)(C) and § 4980H(b) and related regulations.

Provided, however, that in no event shall the Customer Indemnity extend to any taxes, penalties, or other liabilities under the under § 4980H where such tax, penalty, or other liability results from the imposition of penalties under: (i) § 4980H(a), as a result of the failure by Customer to make offers of minimum essential coverage to Customer's employees under an eligible employer-sponsored plan; or (ii) § 4980H(b) as a result of Customer's making an offer of minimum essential coverage to its employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

94 If Customer is notified by any government entity of Customer's potential liability for any such taxes, penalties, or other liabilities relating to Assigned Personnel, Personnel Services Provider shall fully cooperate, at Personnel Services Provider's expense, with Customer's efforts to object to or appeal any such determination of liability or potential liability.

10 IMMIGRATION COMPLIANCE. The Personnel Services Provider represents and warrants to the Customer that the Personnel Services Provider is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. The Personnel Services Provider agrees to indemnify the Customer and to hold the Customer harmless from all liability, including liability for interest and penalties, the Customer incurs which results from or is attributable to the Personnel Services Provider's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing the Customer any monies expended by the Customer in participating in or responding to any investigation/suit/civil or criminal immigration matter involving the Personnel Services Provider. As it relates to immigration compliance, the Personnel Services Provider shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Customer or applicable law.

11 REMOVAL OF ASSIGNED PERSONNEL. In addition to the rights granted it under Paragraph 3, the Customer shall have the right to remove any Assigned Personnel who refuses or fails to perform the services required of the Assigned Personnel under this Agreement in a competent and timely manner, consistent with all applicable laws, regulations and professional standards. The Personnel Services Provider shall replace such removed Assigned Personnel at no additional cost to the Customer.

12 TERMINATION BY EITHER PARTY. Either party may terminate this Agreement upon seven (7) days' written notice if the other party materially breaches its terms through no fault of the initiating party.

13 TERMINATION FOR CUSTOMER'S CONVENIENCE. Upon seven (7) days' written notice, the Customer may, without cause, terminate this Agreement with the Personnel Services Provider. If this Agreement is so terminated, the Personnel Services Provider may recover from the Customer to the extent that a project owner other party for whom Customer is providing services through Assigned Personnel pays the Customer for the Personnel Services Provider's Services.

14 DISPUTE RESOLUTION. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions between corporate officers of the Customer and the Personnel Services Provider. If the dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other form of binding dispute resolution. The location of the mediation shall be Tulsa, Oklahoma. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation within thirty (30) calendar days of filing of the request. Any disputes not resolved by mediation shall be decided by litigation in a court of competent jurisdiction in Tulsa County, Oklahoma.

15 EXTENT OF AGREEMENT. Nothing in this Agreement shall be construed to create a contractual relationship between persons or entities other than the Customer and the Personnel Services Provider. This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. No modification of this Agreement shall be binding unless the same is in writing signed by the Customer and the Personnel Services Provider.

16 JOINT DRAFTING. The parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

17 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

18 GOVERNING LAW. The Agreement shall be governed by the laws of the State of Oklahoma.

19 DISCLAIMER. Personnel Services Provider's Assigned Personnel's conduct is a direct reflection on Customer and Assigned Personnel are thus required to treat all Customer employees, clients, business partners and other affiliates with respect. Assigned Personnel is/are required to comply with all laws, ethical codes and Customer policies, procedures, rules and regulations, including those forbidding harassment, discrimination and unfair business practices.

20 SCHEDULE OF EXHIBITS TO THE AGREEMENT.

The following Exhibits are attached to and are a part of this Agreement.

Exhibit A: Sample Master Personnel Services Provider Agreement Work Order Form

Exhibit B: Insurance Requirements

Exhibit C: Policies/Procedures Acknowledgement

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

BY: _____

Print Name: _____

Print Title: _____

FLINTCO, LLC

BY: _____

Print Name: _____

Print Title: _____

SAMPLE MASTER PERSONNEL SERVICES PROVIDER AGREEMENT WORK ORDER FORM



WORK ORDER NO.: *
DATE: *

TO: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXX, XX XXXXXX

PROJECT NAME: *

ATTENTION: *

PHONE: *

ADDRESS: *

OWNER: *

PROJECT NO.: *

ARCHITECT/ *
ENGINEER:

SAMPLE

The Services covered by this Work Order will be performed under the Terms and Conditions of the Master Personnel Services Provider Agreement No. XXXXX between the Customer and Personnel Services Provider.

Perform the Services described within the Statement of Assigned Personnel, Services and Compensation on the following page for the above referenced Project.

LIST OF EXHIBITS:

Exhibit A: Statement of Assigned Personnel, Services and Compensation

Exhibit C: Policies/Procedures Acknowledgement

Exhibit X: Special Provisions

FLINTCO, LLC
"CUSTOMER"

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
"PERSONNEL SERVICES PROVIDER"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

License Number: _____

SAMPLE MASTER PERSONNEL SERVICES PROVIDER AGREEMENT WORK ORDER FORM

STATEMENT OF ASSIGNED PERSONNEL, SERVICES AND COMPENSATION

Personnel Services Provider will provide the below Assigned Personnel to Customer to perform the described services at the rates identified below:

1. Description of Work:
2. Dates Personnel Required on Project:
3. Standard work hours:
4. Number of Personnel:
 - a. Supervisor(s):
 - b. Craft Worker(s):
 - c. General Laborer(s):
 - d. Other Workers:
5. Rates/Compensation:
6. Personnel Qualifications, Skills and Training:
 - a. Supervisor - Ability to predict, identify and correct hazards. [Insert trade specific skills and experience]
 - b. Craft Worker - Basic hazard awareness. [Insert trade specific skills and experience]
 - c. General Laborer - Basic hazard awareness.
7. Tools and Equipment Required:
8. The rates identified above include all wages, benefits, taxes, any applicable withholdings, insurance, local transportation to and from Project Site, and overhead and profit for this Personnel Services Provider. Overtime will be paid for any hours worked over 40 hours per week as applicable. Assigned Personnel are not eligible for holiday or vacation pay.
9. Invoices must reference the Customer's project number and be sent via email to templabor@flintco.com and be received by Customer by the end of each XXXXXXXX in which the Assigned Personnel performs services for Customer. Customer will make payment of approved amounts within XXXXXXXX days following receipt of such invoice with supporting detail.

SAMPLE

INSURANCE REQUIREMENTS

The insurance requirements set out in this Exhibit are independent from all other obligations of the Personnel Services Provider under this Personnel Services Provider Agreement and apply whether or not required by any other provision of this Agreement.

Customer utilizes myCOI Central, a software management system used to track certificates of insurance and to track and verify insurance coverage. Upon Personnel Services Provider's receipt of this Agreement, Personnel Services Provider will receive an e-mail from RiskManagementFlintco@flintco.com. Personnel Services Provider must follow the instructions contained in the e-mail and complete the online registration. Upon completion of registration, Customer will request proof of insurance directly from Personnel Services Provider's insurance agent(s). In addition to the other terms and conditions contained herein, Personnel Services Provider may not commence services and no payments will be made, until Personnel Services Provider is registered in myCOI Central and a compliant Certificate of Insurance has been received.

Certificates of Insurance ("Certificates") are to be issued on ACORD Form 25 and show that the below required insurance coverages in companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Customer are in force. Required endorsements must be attached to such Certificates. All certificates must reference the specific project in the certificate description/comments area for identification purposes.

Personnel Services Provider waives against Customer any and all rights of recovery for loss, damage, or expense to the extent the same are recovered pursuant to valid and collectible policies of insurance and to the extent such waiver is permitted by such policies of insurance. In addition, Personnel Services Provider waives all such claims against Owner and any other contractors, subcontractors, or suppliers to the same extent.

If coverage limits specified by the Owner are required of Personnel Services Provider and if greater than the coverage limits reflected on the Certificates provided to Customer, Personnel Services Provider shall immediately obtain the required higher coverage limits and furnish Customer with replacement Certificates showing proper coverage limits and otherwise complying with this Exhibit B.

Personnel Services Provider shall maintain in effect all insurance coverage required under this Agreement at Personnel Services Provider's sole expense and with insurance companies acceptable to Customer. Personnel Services Provider agrees to notify Customer in writing, at least 30 days in advance, of any reduction by the insurers in required coverages or coverage limits, cancellation, or non-renewal of Personnel Services Provider's policies. Personnel Services Provider agrees to file new, complying Certificates showing proper renewal coverages and limits prior to expiration of the current policies.

(a) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

- 1) Worker's Compensation and Occupational Disease Coverage in accordance with the laws of the State within whose jurisdiction the work is performed. In the event that the work of this contract falls within the purview of the United States Longshoreman's and Harbor Worker's Compensation Act, the Jones Act (Maritime Employers Liability) or the Federal Employer's Liability Act, the Subcontractor shall extend Worker's Compensation Insurance to provide and maintain in full force and effect during the period covered by this Subcontract, insurance against the liability imposed under the above-mentioned Acts as applicable and shall include borrowed servants/alternate employer endorsement. No alternative or benefit plan in lieu of statutory Worker's Compensation coverage will be acceptable even in those jurisdictions where permitted.
- 2) Employer's Liability Coverage with a minimum limit of: \$1,000,000.00 Bodily Injury by Accident – Each Accident; \$1,000,000.00 Bodily Injury by Disease – Policy Limit; \$1,000,000.00 Bodily Injury by Disease – Each Employee

Where permitted by law the Personnel Services Provider waives subrogation against Flintco, LLC and its subsidiaries, the Owner, and others as required by the Owner-Customer Agreement. Personnel Services Provider's Workers' Compensation coverage shall include Flintco, LLC and its parent, subsidiary and related companies as an Alternate Employer via an Alternate Employer Endorsement which is to be attached to the certificate of insurance.

a) COMMERCIAL GENERAL LIABILITY INSURANCE, on a coverage form at least equal to that provided under ISO CG 00 01, latest available edition, on an occurrence basis. The above coverage shall be written for not less than the following minimum limits:

\$1,000,000 GENERAL AGGREGATE (PER PROJECT; if not PER PROJECT, the limit shall be \$2,000,000)
\$1,000,000 PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000 PERSONAL & ADV. INJURY
\$1,000,000 EACH OCCURRENCE

Continuation of Coverage Personnel Services Provider shall maintain Completed Operations coverage for the applicable Statute of Repose following Substantial Completion of the Work.

- (c) AUTOMOBILE LIABILITY INSURANCE including the following coverages: Owned, Hired, and Non-Owned vehicles shall be written for not less than the following minimum limits: \$1,000,00.00 PER ACCIDENT
- (d) UMBRELLA (EXCESS) LIABILITY INSURANCE with combined single limits for bodily injury and property damage of not less than \$1,000,000.00 EACH OCCURRENCE and \$1,000,000.00 AGGREGATE. Such coverage shall be in excess of all liability insurance required under the above Paragraphs (a) 2, (b) and (c) and shall provide coverage as broad as the underlying coverage, including additional insured as required.
- (e) [AS APPLICABLE PER PROJECT] PROFESSIONAL LIABILITY INSURANCE is required for Subcontractor responsible for any professional services within their scope of Work. Coverage shall be written for not less than the following minimum limits: \$1,000,000.00 EACH CLAIM and \$1,000,000.00 AGGREGATE. Any retroactive date applicable to the policy shall precede the commencement of any professional services provided under this agreement. Professional Liability Insurance coverage shall be maintained by the Professional Engineer/Subcontractor for not less than three (3) years beyond the completion of the project with no change in the original retroactive date.

Flintco, LLC and its subsidiaries, the Owner, and others as required by the Owner-Customer Agreement shall be added as additional insureds under the Commercial General Liability and Automobile Liability coverages. The coverage afforded the additional insureds for Commercial General Liability must provide coverage at least equal to that of ISO form CG 20 10 07/04 for ongoing operations and CG 20 37 07/04 for completed operations. It is agreed by the parties that such coverage will be primary and non-contributory and any coverage maintained by Customer and/or Owner will be excess of Personnel Services Provider's coverage. All limits of liability available to the Personnel Services Provider shall inure to the benefit of the Additional Insureds.

The amount and types of insurance coverage required to be provided by Personnel Services Provider herein, including any limitation on Personnel Services Provider's obligation to include Customer, Owner and others as required by the Owner-Customer Agreement as Additional Insureds on Personnel Services Provider's liability policies, shall not be construed to be a limitation of the liability on the part of the Customer or any of its subcontractors.

Personnel Services Provider shall be responsible for securing whatever fire and extended coverage Personnel Services Provider may deem necessary for protection against loss of owned, rented, or borrowed equipment and tools, including, but not limited to any tools, equipment, scaffolding, staging and trailers owned, rented, or borrowed by Personnel Services Provider. Customer shall have no liability with respect to such equipment and tools. Failure of the Personnel Services Provider to secure such insurance or to maintain adequate levels of coverage shall not obligate Customer for any losses on owned, rented, or borrowed equipment.

To the fullest extent permitted by law, all insurance policies procured, paid for, and maintained by the Personnel Services Provider for the work performed according to this Agreement must contain a Waiver of Subrogation in favor of the Customer, Owner and others as required by the Owner-Customer Agreement. This Waiver of Subrogation is required not only with respect to insurance required of Personnel Services Provider in this article, but also with respect to any other property, inland marine, liability, or other insurance the Personnel Services Provider may have in force that may cover the work performed for this job.

Customer shall have no duty to Personnel Services Provider or to any of its insurers or their insurance agents to review any Certificates or copies of insurance furnished to Customer or to determine whether the terms of each Certificate or policy of insurance comply with the insurance-related provisions of the Agreement. A failure of Customer to detect that Personnel Services Provider has not submitted Certificates, or proper Certificates, or is otherwise not in compliance with the insurance-related provisions of the Agreement shall not be considered a waiver or other impairment of any of Customer's rights under such insurance-related provisions.

Number of Policies Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If the full required limits are arranged under a combination of Primary and Excess or Umbrella policies, all policies will be primary and non-contributory and any coverage maintained by Customer and/or Owner will be excess of Personnel Services Provider's coverage.

Any deductibles or retentions under Personnel Services Provider's policies shall be paid by, assumed by, for the account of, and at Personnel Services Provider's sole risk.

If the Personnel Services Provider fails to procure and maintain such insurance, in addition to the option of declaring Personnel Services Provider in default for breach of a material provision of the Agreement, Customer shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides Customer with equivalent protection, and Personnel Services Provider shall furnish all necessary information to make effective and maintain such insurance. At the option of Customer, the cost of said insurance purchased by Customer shall be charged against and deducted from any monies then due or to become due to Personnel Services Provider or Customer shall notify Personnel Services Provider of the cost thereof and Personnel Services Provider shall promptly pay such cost.

Include the following language on the certificate:

"As respects Commercial General Liability and Umbrella/Excess Liability, Flintco, LLC and its subsidiaries, the Owner, and entities more fully described in the contract are Additional Insureds as required by contract, but only as respects work performed for them by the Named Insured.

Such coverage should be primary and non-contributory. All policies should include a Waiver of Subrogation where required by contract, unless prohibited by law.”

Subcontractor must have a blanket additional insured endorsement at least equal to that of ISO form CG 20 10 for ongoing operations and CG 20 37 for completed operations on the Commercial General Liability policy that will include: Flintco, LLC and its subsidiaries, the Owner, and entities more fully described in the contract as Additional Insureds as required by project specific contract terms . Attach a copy of the blanket additional insured endorsement to the master certificate of insurance.

NOTE: If you carry Professional Liability coverage, please provide certification of those as well in order to meet project-specific requirements.

Please identify the following as Certificate holder:

Flintco, LLC
Risk Management Administrator
8800 Page Ave.
St. Louis, MO 63114

Flintco, LLC

POLICIES/PROCEDURES ACKNOWLEDGEMENT

The following Policies and Procedures are part of the Agreement by reference. (Obtain documents at www.flintco.com, Select Subcontractors tab and then click on Forms.)

- **Substance Free Workplace:** I acknowledge that I have obtained a copy of the FLINTCO, LLC policy statement regarding Substance Free Workplace and have read and understand my obligations under this policy.
- **Firearm, Weapons-Free Workplace Policy:** I acknowledge that I have obtained a copy the FLINTCO, LLC policy statement regarding Firearm, Weapons-Free Workplace and have read and understand my obligations under this policy.
- **Smoke-Free Workplace:** I acknowledge that I have obtained a copy of the FLINTCO, LLC policy statement regarding a Smoke-Free Workplace and have read and understand my obligations under this policy.
- **Safety Manual:** I acknowledge that I have obtained a copy of the FLINTCO, LLC Safety Manual and have read and understand my obligations regarding Job Site safety.

Personnel Services Provider acknowledges obtaining a copy of and agrees to comply with the preceding policies and procedures related to Personnel Services Provider performance on the jobsite.

Firm Company Name
Signature of Authorized Representative
Name of Authorized Representative (Print or Type)
Title of Authorized Representative