



K&R ENTERPRISES INC. CONTRACT

KB EMPLOYMENT SOLUTIONS INC., with its principal office located in London, Ontario (“KB EMPLOYMENT”), KARANBIR MANN, as principal owner agrees to the terms and conditions set forth in this General **K&R ENTERPRISES INC. (“CLIENT”)** (the “Agreement”).

KB EMPLOYMENT SOLUTIONS Duties and Responsibilities

1. KB EMPLOYMENT SOLUTIONS will:

- a. Recruit, screen, interview, and assign its personnel (“Assigned Employees”) to perform the type of work described on Exhibit “A” attached hereto under CLIENT’s supervision at the locations specified on Exhibit “A”;
- b. Make reasonable efforts to provide a similarly qualified replacement in case an Assigned Employee does not report to work;
- c. Require Assigned Employees to sign agreements as set forth on Exhibit “B” attached hereto acknowledging that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT;
- d. Provide Assigned Employees with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
- e. Not change Assigned Employees’ job duties without K&R ENTERPRISES INC. prior written approval;
- f. Require Assigned Employees to sign confidentiality agreements as set forth on Exhibit “B” attached hereto before they begin their assignments to CLIENT.

CLIENT’s Duties and Responsibilities

2. CLIENT will:

- a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
- b. Properly supervise, control, and safeguard its premises, processes, and systems; not permit or require Assigned Employees to operate any vehicle or mobile equipment without Employer Consent, but limit their duties strictly to duties normally performed.
- c. Exclude Assigned Employees from CLIENT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits;
- d. Not entrust Assigned Employees with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables prior written approval or as strictly required by the job description provided to K&R ENTERPRISES INC.

Payment Terms, Bill Rates, and Fees

6. CLIENT will pay KB EMPLOYMENT SOLUTIONS INC. for its performance at the rates set forth on Exhibit "A" and will pay any no additional costs or fees set forth in this Agreement. KB EMPLOYMENT will invoice CLIENT for services provided under this Agreement on a weekly basis based on CLIENT's pay period. Payment is due on receipt of invoice. Invoices not paid within 15 days from receipt of the invoice will be considered. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes KB EMPLOYMENT to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion upon receipt of the invoice.

7. KB EMPLOYMENT will not charge CLIENT for overtime (OT), holiday work, or weekend work for their employees as per bind agreement contract with CLIENT.

8. Both parties may receive information that is proprietary or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to KB EMPLOYMENT as a result of Assigned Employees' access to such information.

Cooperation

10. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

11. To the maximum extent permitted by law, K&R ENTERPRISES INC. will defend, indemnify, and hold KB EMPLOYMENT and its parent, subsidiaries, directors, officers, agents, representatives, and Assigned employees at work for all claims, losses, and liabilities, accidents, damaging equipment (including reasonable attorneys' fees) to the extent caused by KB EMPLOYMENT EMPLOYEE'S. Failure to discharge its duties and responsibilities; or the gross negligence, or willful misconduct of K&R ENTERPRISES INC. officers, employees, or authorized agents in the discharge of those duties and responsibilities.

12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within two (2) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defence of any such matter.

Miscellaneous

13. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

14. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

15. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

16. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

17. Any notice or other communication will be deemed to be properly given only when sent via an email, Fax, or proper document provided.

18. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of Agreement

19. This Agreement will be for a term of 6 months from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 4 weeks' written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 72 hours written notice. Unless the Agreement is cancelled or a renegotiation notice is sent 30 days prior to the Agreement's expiration date, the Agreement will be renewed automatically upon expiration for an additional 6 month term. Termination of this Agreement shall not be effective with respect to any placed Assigned Employees until their placements are terminated or cease.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CLIENT

KB EMPLOYMENT SOLUTIONS

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

RATE SCHEDULE

JOB TITLE	DESCRIPTION	LOCATION	HOURLY RATE / FLAT RATE	
AZ DRIVER	TOR - MTL	MISSISSAUGA	\$24.00	\$385.00

CLIENT

KB EMPLOYMENT SOLUTIONS

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT B

Assigned Employee Agreement and Waiver

In consideration of my assignment to CLIENT by KB EMPLOYMENT SOLUTIONS., I agree that I am solely an employee of KB EMPLOYMENT SOLUTIONS for all purposes, including Wsib, benefits plan and that I am eligible only for such benefits as KB EMPLOYMENT SOLUTIONS may offer to me as its employee. I further understand and agree that I am not eligible for or entitled to participate in or make any claim up any benefit plan, policy, or practice offered by CLIENT, its parents, affiliates, subsidiaries, or successors to any of their direct employees, regardless of the length of my assignment to CLIENT by KB EMPLOYMENT SOLUTIONS and regardless of whether I am held to be a common-law employee of CLIENT for any purpose; and therefore, with full knowledge and understanding, I hereby expressly waive any claim or right that I may have, now or in the future to such benefits and agree not to make any claim for such benefits.

CLIENT

WITNESS (KB EMPLOYMENT EMPLOYEE)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date