

FORMAL DISPUTE RESOLUTION PROTOCOL

BETWEEN

**ON SIDE RESTORATION CUSTOMERS (THE “CLIENT”)
AND**

ON SIDE RESTORATION (THE “COMPANY”)

DISPUTE RESOLUTION PROCESS

It is On Side Restoration’s (On Side’s) objective that the Project Manager (PM) and/or Territory Manager (TM) work with all parties to resolve client issues without having to resort to the formal dispute process outlined in this document.

This formal process has been established as a protocol to assist in resolving disputes without creating legal obligations for either party. It is not an arbitration agreement established under the *Commercial Arbitration Act*.

A Client wishing to resolve a dispute regarding an invoice, a decision, an action, missing items, scope of work, completeness of work, quality of work or timeliness of work that has been carried out by On Side in relation to a project that On Side has entered into with the Client may elect to use the Formal Dispute Resolution Process as follows:

Part 1 - Local Resolution

1. The Client will submit in writing an all-inclusive summary/list of the issue(s) and any supporting documentation to the On Side PM.
2. The On Side PM will meet to discuss and attempt to resolve the issue(s). The PM will give the Client the name and contact information for their TM in the event that the parties are unable to reach a resolution within the conditions outlined below.
3. If there is no resolution within five (5) business days of this meeting, the Client can contact the On Side TM to discuss and attempt to resolve the issue(s). The Client should be prepared to discuss the specific reasons for the dispute, pertinent facts, and desired outcomes. A site visit may also be required.
4. The TM, on behalf of On Side, must provide a written response within five (5) business days, not including any weekends or statutory holidays. This response must either:
 - (a) indicate agreement with the Client’s position and proposed resolution; or
 - (b) propose an alternative to the Client’s resolution with written reasons for the alternative; or
 - (c) reject the Client’s resolution with written reasons for the rejection.If the TM fails to provide a written response within this time period or does not request a reasonable extension in writing, the Client can immediately bring their dispute to the District Director (DD) and/or Regional Vice President (RVP).
5. If either 4(b) or 4(c) above occur, the Client may either accept the Company’s response, or present their dispute to the DD and/or RVP.
6. The DD or RVP on behalf of On Side, must provide a written response within five (5) business days, not including any weekends or statutory holidays. This response must either:

- (a) indicate agreement with the Client's position and proposed resolution; or
- (b) propose an alternative to the Client's resolution with written reasons for the alternative; or
- (c) reject the Client's resolution with written reasons for the rejection.

If the DD or RVP fails to provide a written response within this time period or does not request a reasonable extension in writing, the Client can immediately bring their dispute to Quality Assurance (QA).

- 7. If either 6(b), or 6(c) above occur, the Client may either accept the Company's response, or present their dispute to QA.

Part 2 - Request for a review by the Quality Assurance Team

When a dispute is not resolved at the local level and the Client wishes to file a Formal Notice for Dispute Resolution with QA, the following process will be followed:

- 1. The request to file a Formal Notice for Dispute Resolution will be in writing and include an all-inclusive summary/list of the issue(s) and any supporting documentation. This request should also state that it is a Formal Notice for Dispute Resolution and include the client's desired outcome.
- 2. The request will either be emailed to qualityassurance@onside.ca or mailed to On Side Restoration Services Ltd, Attn: Quality Assurance, 3157 Grandview Hwy, Vancouver, BC V5M 2E9.
- 3. QA will notify the TM, and if applicable the Operations Manager (OM), within the Territory that the dispute is located that a Formal Notice for Dispute Resolution has been received.
- 4. QA will obtain and review the PM/TM/DD/RVP position regarding the matter and either reiterate the Company's position or propose one final option for resolution.
- 5. If the dispute is not resolved and/or the client does not accept the Company's response, then the parties will proceed to Mediation.

Part 3 - Mediation

- 1. Principles of the Dispute Resolution Process and Mediation:
 - a) Promote positive working relations.
 - b) Arrive at fair and equitable solutions to disputes.
 - c) Settle disputes in a prompt, effective, and amicable manner.
 - d) All parties agree to abide by this dispute resolution process.
 - e) Throughout the dispute resolution process, it is expected that both parties will continue to dialogue and seek remedies between them and not solely rely on the Mediation for resolution.

2. A mutually agreed upon Mediator will be selected:
 - a) The Company will put forth three (3) names for potential Mediators.
 - b) The Client will be given five (5) business days to review the Mediators and either agree to one (1) of the names or put forth the names of two (2) different Mediators.
 - c) The Company will be given five (5) business days to review the Mediators put forth by the Client and either agree to one of the names or put forth the names of two (2) different Mediators.
 - d) This process will continue until a mutually agreed upon Mediator is reached.
 - e) If the agreed upon Mediator becomes unavailable, this process will re-start, unless both parties can agree in writing to one of the other names that were previously put forth.

Note: Either the Client or the Company may request a reasonable extension on these timelines, not to exceed ten (10) business days

3. The mediation must occur within sixty (60) days of the mediator's appointment.
4. Once there is an agreed upon date with the Mediator, all documentation and witness names must be provided to the other party no later than ten (10) business days prior to the mediation date.
5. Evidence and Information for Mediation
 - a) Each party will provide a written statement summarizing their position.
 - b) Each party will provide documentation, including but not limited to the following:
 - i. Expert Reports
 - ii. Photos
 - iii. Facts and/or evidence relevant to the dispute (in written or oral form)
 - iv. Relevant Witnesses
 - v. Company and/or Client records touching on the issue(s)
6. Costs
 - a) The Company and Client will each pay for their own expenses and (if applicable) those expenses of their witnesses, attorneys, and experts.
 - b) The Company and Client will each pay fifty percent (50%) of the Mediator's cost.
7. Decision
 - a) The decision-making powers of the Mediator will be limited to the interpretation of any written or implied agreement between the parties.
 - b) The Mediator will provide a written response to disputes within thirty (30) days of a dispute being heard, unless otherwise agreed to.
 - c) If the Mediator's decision results in the need for compensation to the Client, then such compensation will be paid in a reasonable time frame. Normally within thirty (30) days of notification of a decision.