

## Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (this "**Agreement**"), dated effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (the "**Effective Date**"), is by and between GRASSROOTS CONSULTING INC, a corporation incorporated under the federal laws of Canada (the "**Customer**") and \_\_\_\_\_, an individual residing in \_\_\_\_\_ (the "**Service Provider**").

### 1. Services and Platform.

1.1 Services. Service Provider shall provide to Customer the services (the "**Services**") set forth in Schedule "A". Service Provider shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using skills, experience, licences, and qualifications in accordance with applicable industry standards and laws, regulations and codes; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest professional standards in Service Provider's field; and (e) to the satisfaction of Customer. Nothing in this Agreement shall prevent Customer from performing for itself or acquiring from other providers the same or similar services, nor prevent Service Provider from providing the same or similar services to other customers (subject to confidentiality and intellectual property obligations set forth below). Service Provider shall comply with all Customer rules, regulations, and policies when providing the Services. Service Provider shall not subcontract the Services. Any changes to the scope of Services must be agreed by the parties in a written amendment in accordance with Section 17.8.

1.2 Method of Requesting Services. Customer has developed a website that assists consumers ("**Clients**") in connecting with and securing advice and consultation (among other things) services from services providers (the "**Software**"). Upon a Customer requiring and booking Services (each, a "**Booking**"), Customer shall issue to Service Provider one or more statements of work (each, a "**Statement of Work**"). Such Statement of Work shall outline the Customer's name, location, and the duration of the Services as requested in each Booking. Each Statement of Work shall be deemed issued and accepted and incorporated into this Agreement once received and accepted by the Service Provider.

### 2. Eligibility and Registration.

2.1 Eligibility. To be eligible to enter into this Agreement and provide the Services, Service Provider must hold all required licenses, permits, and/or other approvals as may be required under applicable governing legislation, regulations and code and be in full compliance with such governing legislation, regulations and codes, as applicable to the provision of the Services. To enter into this Agreement, Service Provider must also carry adequate insurance coverage in accordance with the terms and conditions of this Agreement and provide a copy of such insurance policy, as well as any and all applicable licenses, to Customer. Customer reserves the right to amend its eligibility criteria at any time and from time to time.

2.2 Registration. Upon entering into this Agreement, Service Provider has registered an account with the Customer ("**Account**") through the ICSReport website. By registering for an Account, Service Provider represents, warrants and covenants to Customer that it has the necessary authority to enter into this Agreement and to legally bind, the Service Provider, and that the Service Provider satisfies Customer's eligibility requirements set out herein from time to time. Upon registering for an Account, Service Provider agrees: (a) to provide accurate, current and complete information as may be prompted by any registration forms ("**Registration Data**"); (b) to maintain the security of your Registration Data; (c) to maintain and promptly update the Registration Data as necessary to ensure it is up to date; and (d) that your registration is conditional upon your acceptance of this Agreement and that you will comply with the terms and conditions herein at all times.

2.3 Personal Information. When registering with Customer, you may be asked to provide certain personal information. This information will be collected, used and disclosed in accordance with our

Privacy Policy. Certain personal information that you choose to make available to other users will be published on your Account profile page. If you provide personal information of a third party, you agree that you have received consent from that party to provide the personal information to Customer in accordance with our Privacy Policy. Customer may update, revise or change our Privacy Policy from time to time and Service Provider is responsible for regularly reviewing the Privacy Policy to be informed of any such updates, revisions or changes.

### 3. Fees and Payment Terms.

3.1 Payment. Customer retains a portion of the proceeds from each Booking organized through the Software as a fee for the use of the Customer platform and processing services (which fee is included in the fee paid by the Client at the time of Booking). Service Provider agrees that Customer shall collect and hold the proceeds from any Bookings organized through the Software to be paid out to Service Provider on a monthly basis, less any fees charged and collected by Customer, as well as applicable taxes. Customer may, in its sole and absolute discretion, change any of the aforementioned fee(s) in accordance with the terms herein.

3.2 Cancellation and Refund. Cancellation of a Booking may incur a cancellation fee. Clients who cancel a Booking within 48 hours of the appointment will be subject to a cancellation fee of 50% of the cost of the Booking. Clients who cancel a Booking within 24 hours of the appointment will be subject to a late cancellation fee of 100% of the cost of the Booking. The late cancellation fee, (less the Customer's Fee) will be credited to the applicable Provider. If a Provider cancels a Booking, any fee paid by the Client in relation to that Booking will be credited to the Client and the Provider will be charged a cancellation administration fee of \$15.00 plus applicable taxes. Notwithstanding the foregoing, any refund provided to a Client upon cancellation shall be net (and therefore not include) any applicable Payment Processor service charges and/or any other third-party charges or fees.

3.3 Payment Method. In order to use the Services as a Service Provider, Customer requires Service Providers to provide approved Billing Information. Service Provider hereby agrees that all payments will be processed using Customer's third-party Payment Processor, and that all such payments will be governed by the Payment Processor's terms and conditions available at <https://www.icsreport.org>, as well as the applicable laws of such foreign jurisdiction, or as otherwise published by the Payment Processor.

3.4 Taxes. Any of Customer's Fees collected for Bookings made through the Platform are subject to applicable taxes which will be determined by Customer and added to the respective fees. Customer reserves the right to deduct Customer's Fees and any applicable taxes from payments made by Clients. Accordingly, Customer is not responsible for calculating, reporting, remitting and/or withholding any applicable federal, provincial, state, goods, services, value-added, municipal or other taxes associated with the Service Provider's services rendered or income earned. Any and all liability arising out of a failure to remit, withhold or pay any applicable federal, provincial, state, goods, services, value-added, municipal or other taxes associated with the Service Provider's services shall be the sole responsibility of the Service Provider.

### 4. Intellectual Property.

4.1 Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures, and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, training materials, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to the Software and any other materials that are delivered by Customer to the Service Provider under this Agreement (collectively, "**Intellectual Property Rights**") shall be owned exclusively by Customer. Service Provider agrees, and shall cause its employees (collectively,

"**Service Provider Personnel**") to agree, that all Intellectual Property is hereby deemed to be owned by the Customer.

4.2 License. Subject to your compliance with these Terms and your payment of any of Fees owed hereunder, Customer may, in its sole discretion, grant you a non-transferable, non-exclusive, license to (a) access and use the Website and/or Services, and (b) download, install and use one copy of the Website and/or Services, as applicable, for your own use (the "**License**"). The Software is licensed to you and not sold. The License does not grant any ownership or security rights or title in any intellectual property right related to the Software. Except as explicitly provided herein, nothing in the Agreement gives you a right to use the Customer names, trademarks, logos or other distinctive brand features without our prior written consent.

4.3 Reservation of Rights. The Software and all materials therein or transferred thereby, including, without limitation, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music (the "**Customer Content**"), and all intellectual property rights related thereto, are the exclusive property of Customer and its licensors. Use of the Customer Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

5. Confidential Information.

5.1 Confidential Information. All non-public, confidential or proprietary information of Customer ("**Confidential Information**"), including, but not limited to, information about such party's business affairs, products, customers, client lists, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by Customer (the "**Disclosing Party**") to the Service Provider (the "**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," is confidential, solely for use in performing this Agreement and may not be disclosed or copied unless authorized by the Disclosing Party in writing. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in its possession prior to the Disclosing Party's disclosure hereunder; (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed under applicable federal, provincial, territorial, or municipal law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

- (a) Information from Bookings. For greater certainty, Service Provider shall treat all information (including but not limited to personal information and personal health information), whether written or oral, that is received during a Booking and/or Statement of Work as Confidential Information of the Customer for the purposes of this Agreement and shall not at any time disclose such Confidential Information, except as provided for herein.
- (b) Compliance with Privacy Laws. Service Provider acknowledges, confirms and agrees that it is and shall be solely responsible and liable for compliance with any and all applicable laws pertaining to privacy and personal information (including but not limited to personal health information) (collectively "**Privacy Laws**") when providing the Services (such applicable laws as in the Service Provider's jurisdiction and in the Client's jurisdiction). Service Provider shall indemnify, defend, and hold harmless the Customer (and Customer Indemnitees) from and against all Losses (as herein defined)

based on a claim that any of the Services or receipt or use thereof breaches any Privacy Laws. Service Provider shall assist Customer, at Service Provider's own expense, in any claim, action, proceeding or otherwise that Customer may be subject to under applicable Privacy Laws.

5.2 Destruction upon End of Term. The Receiving Party shall be responsible for any breach of this Section 5 caused by any of its employees, contractors, agents, or representatives. On the expiration or termination of the Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly return, and shall require its Representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each party's obligations under this Section 5 will survive termination or expiration of this Agreement for a period of five (5) years, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.

## 6. Representations and Warranties.

6.1 Mutual. Each party represents and warrants to the other party that: (a) it is formed and validly existing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation or formation; (b) it has the necessary power and authority to enter into this Agreement, to grant the rights and licences granted hereunder and to perform its obligations hereunder; and (c) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2 Service Provider. Service Provider represents and warrants to Customer that:

- (a) it shall perform the Services in a professional and workmanlike manner in accordance with best recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement;
- (b) it shall ensure that it holds all certificates, licences and other requirements according to applicable legislation and industry regulations and satisfy the minimum training requirements as may be applicable; and
- (c) the Services shall conform in all material respects with the specifications and will be performed to Customer's unfettered satisfaction.

## 7. Indemnification.

7.1 General. Service Provider shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers incurred by Indemnified Party (collectively, "**Losses**"), relating to or arising out of or resulting from any claim of a third party or Customer arising out of or occurring in connection with: (a) your use of the Software; (b) any Booking or any Statement of Work; (c) the Services; (d) Service Provider's negligence, wilful misconduct, or breach of this Agreement; and/or (e) any bodily injury, harm, loss, death, damage or damage to property resulting from Service Provider's acts or omissions. Service Provider shall not enter into any settlement without Customer's or Indemnified Party's prior written consent.

7.2 For Services Provided. Service Provider hereby covenants and agrees that they are solely responsible and liable, in law and equity, for any injury, harm, loss, death, damages or damage to property that may result from Service Provider's provision (or omission) of the Services, and as such, shall defend, indemnify, and hold harmless Customer and any Indemnified Party, its affiliates, subsidiaries, directors, officers, shareholders, employees, agents, partners and licensors against any and all Claims which may be brought against Customer (and any Indemnified Party) by any third party arising out of or resulting from such provision (or omission) of Services. This obligation shall survive the termination or expiration of this Agreement and continue indefinitely.

7.3 Intellectual Property Infringement. Service Provider shall indemnify, defend, and hold harmless the Customer Indemnitees from and against all Losses based on a claim that any of the Services or receipt or use thereof infringes any Intellectual Property Right of a third party.

8. RELATIONSHIP WITH SERVICE PROVIDERS. THE PARTIES ACKNOWLEDGE, CONFIRM AND AGREE THAT CUSTOMER'S SOLE AND EXCLUSIVE ENGAGEMENT IS TO CONNECT CLIENTS WITH SERVICE PROVIDERS AND FACILITATE THE ABILITY FOR CLIENTS TO RESERVE BOOKINGS WITH SERVICE PROVIDERS AND PAY FOR SAID SERVICES. FOR GREATER CERTAINTY, CUSTOMER IS NOT RESPONSIBLE FOR NOR DOES CUSTOMER DIRECTLY PROVIDE MEDICAL ADVICE, CONSULTATION OR OTHER SIMILAR SERVICES TO/FOR CLIENTS NOR ARRANGE FOR THE PROVISION OF SUCH SERVICES BY A THIRD PARTY. FURTHER, CUSTOMER IS NOT RESPONSIBLE FOR THE PROVISION OF SERVICES BY A SERVICE PROVIDER NOR IS CUSTOMER RESPONSIBLE FOR OVERSEEING OR APPROVING SERVICE PROVIDERS OR THEIR EMPLOYEES, PREMISES OR SERVICES.

9. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL CUSTOMER BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES THAT RESULT FROM (A) SERVICE PROVIDER'S USE OF OR INABILITY TO USE THE SOFTWARE, (B) THE COST OF PROCUREMENT OF SUBSTITUTE DATA, INFORMATION OR THE SERVICES, (C) ERRORS, MISTAKES, OR INACCURACIES IN ANY INFORMATION AVAILABLE ON THE SOFTWARE, (D) PERSONAL INJURY, INCLUDING DEATH, DAMAGES AND/OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY ANY PERSON ARISING FROM OR RELATING TO THE SERVICE PROVIDER'S PROVISION (OR OMISSION) OF THE SERVICES, (E) ANY BUGS, VIRUSES OR OTHER FILES OR DATA THAT MAY BE HARMFUL TO COMPUTER OR COMMUNICATION EQUIPMENT OR DATA THAT MAY HAVE BEEN TRANSMITTED TO OR THROUGH THE SOFTWARE, AND/OR (F) ANY DEALINGS OR TRANSACTIONS BETWEEN SERVICE PROVIDER AND ANY PERSONS OR CLIENTS USING THE SOFTWARE AND/OR SERVICE. CUSTOMER SHALL NOT BE RESPONSIBLE FOR MONITORING CLIENTS OR SERVICE PROVIDERS AND/OR ENSURING COMPLIANCE OF CLIENT OR SERVICE PROVIDERS WITH ANY APPLICABLE LAWS, REGULATIONS, CODES AND/OR SAFETY STANDARDS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CUSTOMER'S LIABILITY FOR ANY DAMAGES INCURRED BY A SERVICE PROVIDER FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) ONE HUNDRED CANADIAN DOLLARS (\$100.00) OR (B) ALL FEES SAID PROVIDER RECEIVED FROM CUSTOMER IN THE ONE (1) MONTH PRIOR TO THE EVENT GIVING RISE TO THE CLAIM (IF ANY). THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AS SUCH. TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH HEREIN MAY NOT APPLY.

10. DISCLAIMER. CUSTOMER HAS NO CONTROL OVER THE CONDUCT OF CLIENTS OR THE TRUTH OR ACCURACY OF THE INFORMATION THAT THEY SHARE ON THE SOFTWARE (AND IN TURN IS AVAILABLE IN A BOOKING AND/OR STATEMENT OF WORK). WE CANNOT GUARANTEE

THE TRUE IDENTITY OF ANY INDIVIDUAL. SERVICE PROVIDER IS RESPONSIBLE FOR DETERMINING THE IDENTITY OF ANY PERSON OR ENTITY THAT SERVICE PROVIDER MAY CONTACT BY MEANS OF THE SOFTWARE OR OTHERWISE. SERVICE PROVIDER HEREBY ACKNOWLEDGES AND AGREES THAT THEY ARE INDEPENDENT THIRD PARTIES. CUSTOMER DOES NOT ENDORSE ANY PERSONS WHO USE OR REGISTER FOR THE SOFTWARE. THE PROVISION OF THE SERVICES ARE AT SERVICE PROVIDER'S OWN RISK. CUSTOMER SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING PERSONAL INJURY, DEATH, DAMAGES OR PROPERTY DAMAGE OF ANY KIND WHATSOEVER, ARISING OUT OF OR RELATING TO THE SERVICES OR CAUSED BY ANOTHER USER OF THE SOFTWARE AND/OR SERVICES.

THE SOFTWARE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. CUSTOMER SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND RELATING TO THE SOFTWARE, BOOKINGS AND/OR STATEMENTS OF WORK, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR MERCHANTABLE QUALITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE OPERATION OF CUSTOMER SOFTWARE AND/OR RELATED SERVICES HERETO WILL BE UNINTERRUPTED OR ERROR-FREE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW.

## 11. Term and Termination.

11.1 Term; Renewal. This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of one (1) year (the "**Initial Term**"), unless sooner terminated pursuant to this Section 11. Customer and Service Provider, upon mutual agreement, may renew this Agreement for successive one (1) year terms by each party providing written notice of its intent to renew at least thirty (30) days prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"). The terms and conditions of this Agreement during any Renewal Term shall be the same as those in effect at the time of renewal. If a party provides fails to provide timely notice of its intent to renew this Agreement, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Section 11.

11.2 Termination for Convenience. Customer, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, by providing at least twenty-four (24) hours' prior written notice to Service Provider.

11.3 Termination for Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within ten (10) days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy proceeding which is not dismissed or vacated within ten (10) days after filing; (e) is dissolved or liquidated; (f) makes a general assignment for the benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business.

11.4 Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason, (a) Service Provider shall: (i) deliver to Customer all documents, work product, Client information, and other materials, whether or not complete, prepared by or on behalf of Service Provider in the course of performing the Services; (ii) return to Customer all Customer-owned property, equipment, or materials in its possession or control; (iii) provide reasonable cooperation and assistance to Customer upon Customer's request in transitioning the Services to an alternate service provider; and (iv) de-register, uninstall and cease use of the Software; and (b) each party shall return to the other party or destroy, at the other party's discretion, all documents and tangible materials (and any copies, physical or electronic) containing, reflecting, incorporating or based on the other party's Confidential Information and certify in writing that it has done so.

11.5 Termination of Access to Software. Customer may, at any time and at its sole discretion, without prior notice, immediately suspend all or a portion of Service Provider's Account and/or access to the Software. Cause for such termination shall include, but not be limited to: (a) violations of the Agreement (or any associated Terms and Conditions), or any other policies or guidelines that are referenced herein and/or posted on the Software; (b) discontinuance or material modification to the Software or any part thereof; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Software to you is or may become unlawful; (e) unexpected technical or security issues or problems; and/or (f) your participation in fraudulent or illegal activities. Any such termination or suspension shall be made by Customer in its sole discretion, and Customer will not be responsible to you or any third party for any damages of any kind whatsoever (including direct, indirect, incidental, exemplary or special damages with respect to loss of data or profits or goodwill or business interruption) that may result or arise out of such termination or suspension of your Account and/or access to the Software.

11.6 Survival. The rights and obligations of the parties set forth in this Section 11.6 and Section 11.4 (Effects of Termination or Expiration), Section 4 (Intellectual Property), Section 5 (Confidential Information), Section 6 (Representations and Warranties), Section 7 (Indemnification), Section 8 (Relationship with Service Providers), Section 9 (Limitation of Liability), Section 10 (Disclaimer), Section 12 (Assumption of Risk), Section 123 (Insurance), Section 14 (Non-Competition), and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

12. Assumption of Risk.

12.1 General. As a Service Provider, upon registering with Customer and/or accepting any Booking and/or Statement of Work, you assume all risk of loss, liability or demand, including reasonable legal fees, whether suffered/claimed by you or suffered/claimed by a third party, relating to or arising from: (a) your use of Software; (b) your provision (or omission) or Services; (c) any dealings between you and any persons to whom you send or otherwise transmit any information regarding using the Service, including without limitation claims relating to misrepresentation; (d) any violation by you of this Agreement; (e) your violation of any rights of another, including any intellectual property rights or privacy rights; (f) your negligence of willful misconduct.

12.2 Waiver of Liability. As a Service Provider, you hereby expressly waive and release any and all claims which you (any successors, assigns, affiliates, subsidiaries, as applicable), have or may in the future have against Customer, its affiliates, and their respective directors, officers, employees, agents, representatives, shareholders, successors, and assigns (collectively, "**Releasees**"), on account of injury, harm, loss, death, damages or property damage arising out of or attributable to your use of the Software and/or provision (or omission) or Services, due to any cause whatsoever, including without limitation the negligence of Customer or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under liability legislation or otherwise. You covenant not to make or bring any such claim against Customer or any other Releasee, and forever release and discharge Customer and all other Releasees from liability under such claims. Further, Service Provider hereby acknowledges and confirms that any and all risk related to the provision of the Services rests solely with you. As such, you, as a Service Provider are solely responsible to Clients for any and all injury, harm, death, damage or property damage arising out of or relating to the provision (or omission) of Services or otherwise.

12.3 Survival. The obligations and covenants in this Article shall survive the termination or expiration of these Terms and/or your use of the Services and continue indefinitely.

13. Insurance.

13.1 General. At all times during the Term of this Agreement and for a period of one (1) year thereafter, Service Provider shall procure and maintain, at its sole cost and expense, the types and amounts of insurance in the greater of: (i) as required by applicable governing legislation and

regulations; or (ii) in accordance with industry standards. Notwithstanding the foregoing, a Provider shall carry in full force and effect at least the following types of insurance coverage:

- (a) Commercial general liability, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities/business of the Service Provider under this Agreement; and
- (b) A worker's compensation and insurance account in good standing with the applicable workers' compensation board, as applicable.

13.2 Insurers. All insurance policies required under this Article shall:

- (a) be issued by financially sound and reputable insurance companies;
- (b) provide that such insurance carriers give Customer at least ninety (90) days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, before such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this Article;
- (c) waive any right of subrogation of the insurers against Customer; and
- (d) name Customer, and any of its affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

13.3 Proof of Insurance. Upon entering into this Agreement and/or the written request of Customer, Service Provider shall provide Customer with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Article, including the Service Provider's workers' compensation registration number (as applicable), and shall not do anything to invalidate such insurance. Service Provider shall provide to Customer the aforementioned copies of the certificates of insurance and policy endorsements on an annual basis for so long as Service Provider is required to maintain such insurance under this Article. Service Provider shall provide Customer with ninety (90) days' advance written notice in the event of a cancellation or material change in Service Provider's insurance policy.

13.4 No Waiver. This Article shall not be construed in any manner as waiving, restricting, or limiting the liability of Service Provider for any obligations imposed under this Agreement (including any provisions requiring a Service Provider to indemnify, defend, and hold Customer harmless under this Agreement).

14. Non-Competition and Non-Solicitation.

14.1 Non-Competition. During the Term of this Agreement and for a period of one (1) year thereafter, Service Provider (and its affiliates, subsidiaries, assigns and successors) shall not, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business of the Customer within the Territory; (ii) have an interest in any person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, employee, principal, agent, trustee or consultant; or (iii) intentionally interfere in any material respect with the business relationships (whether formed before or after the date of this Agreement) between the Customer and Clients. For the purposes of this Section: (a) "Restricted Business" shall mean the creation, development, manufacturing, coding, operation, marketing and otherwise of the Software, or software that is substantially similar to the Software, and/or similar type of services for third parties provided through the Software; and (b) "Territory" shall mean any country in which the Software is available for use.



14.2 Non-Solicitation. During the Term of this Agreement and for a period of one (1) year thereafter, Service Provider (and its affiliates, subsidiaries, assigns and successors) shall not, directly or indirectly, in any manner solicit or induce for any Client, person or other third-party user of the Software who performed received Services from Service Provider pursuant to this Agreement to cease use of the Software and/or contract directly with Service Provider for the provision of Services. A general advertisement or notice of services listing or other similar general publication of protection services, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 14.2, and the provision of services to those persons who freely respond thereto shall not be a breach of this Section 14.2.

15. Restrictions on Software. Customer may impose certain limitations on the use of the Software and/or Accounts, including, but not limited to restricting the number of accounts for which you may register, and/or imposing charges for certain features of the Software. You agree to use the Customer Software only for purposes as permitted by this Agreement. Customer reserves the right to modify or impose any limitations on the use of the Software at any time, with or without notice to you. We also reserve the right at all times to terminate any use of the Software at any time without any liability whatsoever. In using the Software you shall not:

- a) intentionally or unintentionally violate any of the terms and conditions of this Agreement, or any local, provincial, state, national or international law, code or regulation, including without limitation using the capabilities of the Software to transmit any unlawful content, to harass or intimidate others, to spam third parties or to impersonate anyone;
- b) license, sell, rent, lease, transfer, assign or otherwise commercially exploit the Software;
- c) upload, post, email, transmit or otherwise make available any material that
  - a. is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
  - b. you do not have a right to make available under any law or under a contractual relationship;
  - c. infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
  - d. is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
  - e. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Software or that of any Client or other Service Provider or viewers of the Software or that compromises a person's privacy; or
  - f. contains any falsehoods or misrepresentations or create an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
- d) modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Software or any software provided by us;

- e) use our Software to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- f) "stalk" or harass any other Service Provider, Client or user of our Software or collect or store any information about any such person(s) other than for purposes of transacting with one another;
- g) register for more than one Account or register for an Account on behalf of a person other than yourself;
- h) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- i) use automated scripts to collect information or otherwise interact with the Software; or
- j) advocate, encourage, or assist any third party in doing any of the foregoing.

16. Arbitration. Any controversy, dispute, disagreement or claim arising out of, relating to or in connection with this Agreement, the Software and/or the Services, shall be finally and conclusively resolved by arbitration under the Rules of the ADR Institute of Canada. The following provisions shall govern any arbitration hereunder:

- a) The legal seat of arbitration shall be Toronto, Ontario, Canada.
- b) There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by the respondent of the request for arbitration or in default thereof appointed by a judge of the Ontario Superior Court of Justice.
- c) The language of the arbitration and award shall be English.
- d) The parties shall equally share the fees of the arbitrator and the facility fees.
- e) The parties shall each bear their own legal costs and expenses of the arbitration.
- f) Any decision of the arbitrator shall be final and binding on the parties and their respective successors and assigns and there shall be no right to appeal such decision, whether on a question of law, a question of fact, or a mixed question of fact and law.
- g) The entire arbitration process, including but not limited to the decision of the arbitrator, shall be confidential.

17. Miscellaneous.

17.1 Independent Contractors. The parties are independent contractors, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

17.2 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

17.3 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the

addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section), and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth (5<sup>th</sup>) day after the date mailed, by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

17.4 Entire Agreement; Order of Precedence. This Agreement, together with all Schedules and Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or Exhibit, then the terms of this Agreement shall control unless expressly set forth otherwise in the applicable Schedule or Exhibit.

17.5 Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of law, change of control, or merger, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void.

17.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

17.8 Amendments and Modifications. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto.

17.9 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.10 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17.11 Governing Law. This Agreement and all related documents including all exhibits and schedules attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the Province of Ontario.

17.12 Choice of Forum. If a court of competent jurisdiction determines that Article 14 (Arbitration) shall not be applicable, any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, and appendices attached to this Agreement, the services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, litigation or other proceeding brought in any such court. Each Party agrees that a final judgment in any such suit, action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

17.13 Equitable Relief; Cumulative Remedies. Each party acknowledges that a breach by a party of Section 4 (Intellectual Property Rights; Ownership) or Section 5 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Except as expressly set forth in this Agreement, the right and remedies under this Agreement are cumulative and in addition to any other rights or remedies available at law or in equity or otherwise.

17.14 Counterparts and Electronic Signature. This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[ *Signature page follows* ]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

[SERVICE PROVIDER NAME]

Per: \_\_\_\_\_

Name:

Title:

GRASSROOTS CONSULTING INC

Per: \_\_\_\_\_

Name:

Title:

## **SCHEDULE "A"** **SERVICES**

1. The Service Provider will set up his availability calendar on the "My availability" page provided by the Software.
2. The Service Provider shall periodically check the list of patient-submitted reports from the website's "Find patients" page.
3. Upon finding a patient, the Service Provider shall proceed to take on that patient.
4. For privacy purposes, upon registering, the Service Provider will have chosen a nickname to use when dealing with patients. Otherwise, at the Service Provider's discretion, his/her real name may be used.
5. When a patient is chosen by a Service Provider, the patient will automatically receive an email redirecting him/her to a booking page. There, they will book a Google Meet appointment with the Service Provider based on the latter's availability. The patient pays for the visit.
6. The Service Provider may suggest the patient book more visits in accordance to the Service Provider's availability.
7. During his practice, the Service Provider may send secure emails to his/her patients or other doctors through the Software's internal "Message center" page, guaranteeing complete privacy.
8. Should the Service Provider need to suspend his/her practice on the Software and/or cancel his schedule, the Service Provider must immediately inform the Client by writing to [icsreport@protonmail.com](mailto:icsreport@protonmail.com).

**SCHEDULE "B"**  
**ANNUAL FEE**

1. Upon completing the BASIC INFO section of the DOCTORS dashboard page, a team of reviewers appointed by the Client will check and approve the information inputted and uploaded (including the present contract) by the Service Provider and, when deemed complete, will authorize the Service Provider to use the SOFTWARE.
2. The Client withholds a **15%** commission on each paid booking by patients.
3. On the last working day of each month, the Client will pay the Service Provider all outstanding moneys due, minus the above commission.