

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this “**Agreement**”), dated as of [DATE], 2022 (the “**Effective** **Date**”), is entered into by and between [INDEPENDENT CONTRACTOR NAME] (the “**Contractor**”) and Work Together Group Inc. (the “**Client**”, and together with the Contractor, the “**Parties**” or each a “**Party**”)

**WHEREAS**, the Client is a transportation and logistics brokerage;

**AND WHEREAS**, the Contractor is in the business of providing business development and sales services;

**AND WHEREAS**, the Client desires to retain the Contractor as an independent contractor to provide the Services (as defined below), upon the terms and conditions hereinafter set forth;

**NOW THEREFORE**, In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Term. This Agreement shall commence on [DATE] and shall continue until terminated in accordance with Section 8 (the “**Term**”).
2. Services.
   1. The Contractor shall provide the services set forth in Schedule “A” (the “**Services**”) to the Client personally.
   2. The Contractor shall determine the manner or means by which it performs the Services for the Client.
   3. Unless otherwise set forth in Schedule “A”, the Contractor shall furnish, at its own expense, the equipment, supplies, tools, and other materials used to perform the Services.
   4. The Client shall provide the Contractor with access to its premises and equipment to the extent necessary for the Contractor’s performance of the Services. The Contractor shall comply with all applicable Client policies and procedures relating to the Client’s business, including those related to occupational health and safety and to use of the Client’s facilities, supplies, information technology, equipment, networks, and other resources.
   5. The Contractor shall make itself available for consultation with the Client at such times and places as are mutually agreeable to the Parties. The Contractor agrees to prepare and submit to the Client such periodic reports regarding the performance of the Services, as the Client may from time to time require.
3. Independent Contractor Relationship.
   1. The Contractor is and shall remain at all times an independent contractor and not an employee or dependent contractor of the Client. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency, fiduciary or employment relationship between the Contractor and the Client, for any purpose, and neither party has the authority to contract for or bind the other party in any manner whatsoever.
   2. The Contractor shall provide the Services to the Client on a non-exclusive basis, and shall be free to provide its services to third parties during the Term; provided that the Contractor shall not provide such services in a way that is inconsistent with any of the provisions of this Agreement.
   3. Without limiting Section 3.1, the Contractor shall not be eligible to participate in any benefit or compensation plans offered by the Client to its employees, including, without limitation, any payments under any employment standards legislation.
   4. The Client shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions, or employer health tax or worker’s compensation insurance premiums for the Contractor. The Contractor is responsible for these withholding, remitting and registration obligations, and shall indemnify the Client from and against any order, penalty, interest, taxes or contributions that may be assessed against the Client due to the failure or delay of the Contractor to make any such withholdings, remittances or registration, or to file any information required by any law and any and all costs incurred by the Client and associated with any such failures.
4. Fees and Expenses.
   1. In consideration of the provision of the Services by the Contractor, the Client shall pay the Contractor [AMOUNT]% on Gross Sales completed by the Contractor as set forth in Schedule “A” (the “**Fees**”) on completion of the Services to the Client’s satisfaction.
   2. “**Gross Sales**” means, in respect of sales of loads and orders by the Client, the gross invoice price charged by the Client to its customers less any expenses related to the delivery of the services to such customer and less sales taxes and other governmental charges imposed upon the sale by the Client to such customer (to the extent that such amounts have been included in gross invoice price), and paid by the Client’s customer.
   3. The Contractor shall be responsible for any expenses incurred by the Contractor in connection with the performance of the Services.
   4. The Contractor shall issue invoices to the Client on a monthly basis for its fees for Services performed in the immediately preceding month, calculated as provided in Section 4.1.
   5. The Client shall pay all undisputed Fees within fifteen (15) days after the Client’s receipt of the Contractor’s invoice. All payments shall be in Canadian dollars and made by direct deposit, cheque or wire transfer.
   6. The Client shall be responsible for all sales, excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, provincial or municipal governmental entity on any amounts payable by the Client hereunder; provided that, in no event shall the Client pay or be responsible for any taxes, statutory withholdings, deductions or remittances, imposed on or with respect to the Contractor's income, revenues, or gross receipts.
   7. The Contractor shall have a Harmonized Sales Tax (“**HST**”) registration number and shall be responsible for deducting and remitting HST to the appropriate regulatory authorities.
5. Representations and Warranties.
   1. The Contractor represents and warrants that:
      1. the Contractor has the required skill, experience and qualifications to perform the Services;
      2. the Contractor shall perform the Services in a professional and workmanlike manner in accordance with best industry standards for similar services, and in compliance with all applicable federal, provincial, territorial and municipal laws and regulations;
      3. the Services shall not be subcontracted to any third party; and
      4. the Contractor shall devote such time, attention and energy as is necessary to implement and comply with its obligations under this Agreement.
6. Indemnification.
   1. The Contractor shall defend, indemnify and hold harmless the Client and its officers, directors, employees, agents, successors and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, arising out of or resulting from:
      1. bodily injury, death of any person, or damage to real or tangible personal property, resulting from the Contractor’s acts or omissions; and
      2. the Contractor’s breach of any representation, warranty or obligation under this Agreement.
   2. The Client may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Contractor.
7. Insurance.
   1. During the Term, the Contractor shall have and maintain in force commercial general liability insurance with policy limits sufficient to protect and indemnify the Client from any losses arising from the Contractor’s conduct, acts, or omissions, which policy will include contractual liability coverage insuring the activities of Contractor under this Agreement. The Contractor shall forward to the Client a certificate verifying such insurance, upon the Client’s written request. The Contractor shall not do anything to invalidate such insurance and shall notify the Client immediately in writing of notice of amendment to or termination of such insurance.
8. Termination.
   1. Either party may terminate this Agreement without cause upon fifteen (15) days’ written advance notice to the other Party. In the event of termination by the Client pursuant to this clause, the Client shall pay the Contractor for any Services completed up to and including the effective date of such termination.
   2. Either Party may terminate this Agreement during the Term, effective immediately for cause, without advance notice or payment in lieu of such notice. Without restricting the generality of the foregoing, “cause” includes a material breach of the provisions of this Agreement, where such breach is incapable of cure, or with respect to a material breach capable of cure, where the breaching party does not cure such breach within five (5) days after receipt of written notice of such breach.
   3. Upon the expiration or the termination of this Agreement for any reason, or at any other time upon the Client’s written request, the Contractor shall within two (2) days after such expiration, termination or request:
      1. deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating or based on the Client’s Confidential Information;
      2. permanently erase all of the Client's Confidential Information from the Contractor's computer systems; and
      3. certify in writing to the Client that the Contractor has complied with the requirements of this clause.

In this Section 8.3, the term “**Confidential Information**” means all non-public, proprietary or confidential information of the Client in any form, whether or not marked or designated as “confidential”, and all notes, analyses, summaries, reports and other materials prepared by the Contractor that contain, are based on or otherwise reflect, to any degree, any of the foregoing.

1. Non-Solicitation.
   1. The Contractor agrees that during the Term and for three (3) years after termination of the Agreement, the Contractor shall not without the prior written authorization of the Client, either directly or indirectly, on the Contractor’s own behalf or on the behalf of any other person, firm or business identity, recruit, solicit, persuade or otherwise induce or attempt to recruit, solicit, persuade or induce any customer or client from the Client.
   2. The Contractor agrees that during the Term and for three (3) years after termination of the Agreement, the Contractor shall not without the prior written authorization of the Client, either directly or indirectly, on the Contractor’s own behalf or on the behalf of any other person, firm or business identity, recruit, solicit, persuade or otherwise induce or attempt to recruit, solicit, persuade or induce any employee or contractor to terminate their contract with the Client.
2. Miscellaneous.
   1. This Agreement will be binding on and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any legal or equitable right or benefit of any nature whatsoever.
   2. Any amendment to this Agreement must be in writing and executed by both parties. No waiver by any party of any of the provisions hereof shall be effective unless it is in writing and signed by the waiving party. No waiver of any provision in this Agreement shall be deemed or constitute a waiver of any other provision.
   3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably submits to the exclusive jurisdiction and venue of the courts located in the Province of Ontario in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.
   4. All terms and conditions under Sections 3.4, 5, 6, 8.3 and 9 shall survive the termination of this Agreement whether the termination is initiated by the Contractor, by the Client, on a with or without cause basis, or by mutual agreement, or whether the termination is lawful or unlawful.
   5. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall apply to the term or provision only to the extent of that invalidity or unenforceability, and shall not affect any other term or provision of this Agreement.
   6. This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, 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, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[-*signature page follows-*]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement.

|  |  |
| --- | --- |
|  | [INDEPENDENT CONTRACTOR] |
|  | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date:  HST#: |

|  |  |
| --- | --- |
|  | **WORK TOGETHER GROUP INC.** |
|  | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: |

SCHEDULE “A”

1. The Services: [DETAILED DESCRIPTION OF SERVICES – Harry to amend/add]

1. Compliance with all standard operating procedures as outlined in any Client manual, and as explained during the Client’s orientation.
2. Accurate and timely completion of additional paperwork, as required by the Client’s customers, and by the Client’s standard operating procedures.
3. Contact potential customers through cold calls and emails.
4. Present Client to potential customers.
5. Identify customer needs and suggest appropriate services.
6. Customize product solutions to increase customer satisfaction.
7. Proactively seek new business opportunities in the market.
8. Report to the Manager on weekly sales results.
9. Build long-term trusting relationships with customers.
10. Compliance with all applicable laws.

2. Equipment, Tools or Materials Provided by Contractor:

1. automobile;
2. laptop; and
3. cell phone.

3. Fees:

1. The Contractor shall be paid [AMOUNT]% of Gross Sales paid to the Client by any confirmed and completed orders coordinated by the Contractor.