



TEACHER'S AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this _____ day of _____, _____

BETWEEN:

PLADO Inc. of 428 Nelson Street, Ottawa, Ontario, K1N 7S7
(the "Client")

- AND -

_____ of _____, _____, _____
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - I. The Contractor must attend all classes on the dates and times outlined in "Schedule A";
 - II. The Contractor must arrive at all classes a reasonable time in advance in order to conduct any class preparation as the Contractor sees fit;
 - III. The Contractor must discuss and deliver content to students with reasonable relevance to content committed to and during the times of the classes outlined in "Schedule A"; and
 - IV. For all students under the age of 18, the Contractor must ensure that the student is picked up by a parent or guardian of the student.
- 2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

Terms of Agreement

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until August 31, 2017, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
- 4. In the event that either Party wishes to terminate this Agreement prior to August 31, 2017, that Party will be required to provide 14 days' written notice to the other Party.



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5. In the event that the Contractor is unable to fulfill any requirements committed to and outlined in "Schedule A", the Contractor agrees to provide 48 hours of notice prior to the date and time given in "Schedule A" for the class in question.

Performance

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

Compensation

8. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as follows:
 - I. The Client will pay the Contractor a wage of \$12 per student purchase of a regular enrolment for the hours of work committed to in "Schedule A";
 - II. The Client will pay the Contractor a wage of \$9.6 per student purchase of a promotional enrolment for the hours of work committed to in "Schedule A";
 - III. The Contractor agrees to allow the Client to deduct _____ percent (____) of the \$12 wage for the Client to use as a Donation as defined by the Corporate By-law; and
9. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
10. The Contractor understands that this wage is not determined based on the number of students that attend each class but rather the students that purchase class enrolments from the Client. Hence, it is the Contractor's responsibility to ensure that the only students attending a class conducted by the Client.
11. The Client agrees to make all payments to the Contractor as an Interac e-Transfer made payable to: _____.

Reimbursement of Expenses

12. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Confidentiality

13. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and Client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
14. "Confidential Information" also includes any data or information revealed to the Contractor by a student during the term of this Agreement.
15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply



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during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

Ownership of Intellectual Property

16. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
17. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

Return of Property

18. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- PLADO Inc
428 Nelson Street
Ottawa, Ontario
K1N 7S7

- _____

- or to such other address as any Party may from time to time notify the other.

Indemnification

21. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.



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Modification of Agreement

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

24. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

26. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

29. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.



IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

PLADO Inc. (Client)

Per: _____
Karim Alibhai - authorized signing officer

_____ (Contractor)