



Massage Therapy Contractor Agreement

1. Services, equipment, and supplies to be provided by the contractor

The contractor agrees to provide massage therapy services within the scope of licensure. The contractor is responsible for maintaining equipment, appropriate certification, and licensure (including all costs thereof unless otherwise agreed). The contractor agrees to dress in a style consistent with the employer's image, including uniforms. The contractor shall maintain client records in the manner prescribed by the employer, and these records remain the property of the employer.

2. Employer's commitments

Throughout the period of the agreement WE MASSAGE commits to the following:

- a. Promote contractor on the wemassage.ca platform.
- b. Give the contractor access to the wemassage.ca platform with a password, and username permitting him or her to access an online scheduler whereupon he or she may secure his or her own client bookings in the designated city.
- c. Offer technological and telephone-based support to the contractor regarding access, and utilization of its platform.

3. Contractor's commitments

For the duration of this agreement the contractor commits to the following:

- a. Provide WE MASSAGE with an accurate online profile outlining a description of the contractor, treatments offered, and contact information.
- b. Respond promptly to all bookings submitted, and acknowledge (either via email receipt or on his or her wemassage.ca schedule) once a booking has been confirmed.
- c. Remain available, and accessible either via telephone or online during all hours and all days of the year, which appointments have been seen.
- d. Advise WE MASSAGE, without delay, of any difficulties or inability to render his or her services.
- e. Offer and deliver at all times the best business practices with regards to the services, and respect the highest norms in matters of honesty, integrity, and professional ethics in the exercise of his or her activities.

- f. Respond promptly, and courteously to official complaints formulated by any client or other person, and forward such complaints onto WE MASSAGE, without delay, the justifying documents confirming the demands for services, and received complaints; the contractor will take the appropriate measures to remedy the situation and, if need be, contact WE MASSAGE on the method to initiate a response to these demands and/or complaints.
- g. Respect the confidentiality of all personal information, and inquiries of clients requiring the services by ways of the WE MASSAGE online transaction platform; take all reasonable and prudent measures to protect the aforementioned private inquiries, and information.
- h. Maintain a clean criminal record from any and all convictions, and confirms there are no pending criminal charges to date against his or her name. If convicted and/or found guilty of an offence WE MASSAGE must be notified immediately without any delay.

4. Other provisions

- a. The contractor shall not: solicit or engage in any escort related activities; commit any inhumane acts; or be involved in any illegal activities while under contract. The contractor is to conduct himself or herself with the utmost professionalism in relation with massage therapy, and its ethical practices and code of conduct.
- b. The contractor has the right to perform services for others during the term of this agreement; however, such services are not to be performed on employer's premises.
- c. The contractor shall not solicit or provide services to employer's clients for private practice while employed or for six months after termination of employment, except as noted in "c."
- d. Upon termination of employment the employer and contractor shall discuss the status of which clients, under what conditions, and with what compensation the contractor may obtain client records and maintain continuity of service.
- e. All contractors marketing materials, which include any information about the employer, must be approved in advance.

5. Fees and terms of payment

The contractor shall be compensated at a base rate per hour negotiated upon acceptance. The contractor shall be paid weekly, biweekly, or as agreed. The contractor shall receive payment on all services performed regardless of the collection time.

6. Insurance

During the term of this agreement the contractor shall maintain his or her own professional liability insurance policy of at least \$2,000,000 aggregate annual and \$1,000,000 per incident.

7. Taxes

The contractor is responsible for paying all applicable taxes, provincial and federal, related to the pay rate received that is subject of the booking. The contractor shall be liable for any taxes and shall indemnify WE MASSAGE of all costs arising from any third party claims in respect of such taxes.

8. Limitation of liability

Unless in the case of fault or gross negligence on the part of WE MASSAGE, the contractor accepts and recognizes that, in any case, WE MASSAGE will not be responsible for any fact, act, obligation (contractual or non-contractual), claim and/or damage (material, corporeal, and/or moral) of any nature whatsoever, that may result, directly or indirectly, (a) in any fact, act or omission whereby the cause is not a result of a gross fault or negligence on the part of WE MASSAGE and (b) of any deficiency, defect, vice, delay, error, quality defect and/or security defect or software (including the WE MASSAGE online scheduling platform) that occurs for whatever reason. Moreover, the contractor accepts and recognizes that neither by provision of information or documents, nor by norms and/or estimates, neither by consult, nor by designation or approbation, neither by any service, consultation or directive, will WE MASSAGE, directly or indirectly assume responsibility, of any nature whatsoever, towards the contractor nor to any other person for any damage or loss of any kind whatsoever.

9. Relations between the parties and indemnification

This agreement does not render the contractor an agent, legal representative, the proxy, associate or employee of WE MASSAGE for any purpose whatsoever, and it is understood between the parties to the present agreement the contractor is an independent entrepreneur and he or she is not, in any way, authorized to make any contract, any convention, any guarantee or warranty, nor any representation on behalf of WE MASSAGE, nor to create any obligation, expressed or implied, for the account of WE MASSAGE, nor link or involve in any way whatsoever WE MASSAGE.

10. Indemnification

The contractor commits to indemnify and to release and hold WE MASSAGE harmless, as well as its chief executive officer, managers, administrators, members, employees, representatives, partners and proxies for any obligation (contractual and/or extra-contractual), claim, action, damage (corporeal, material, and/or moral), responsibility, loss, cost, penalty, condemnation, judicial cost, lawyers' fees, fines, procedures (of all nature) and expenses, of any nature, following, directly or indirectly, in any way, the operation of the contractor in its business, its activities which consist as part of the present agreement, of services or resulting from any act, error, lack of execution, or omission of the contractor and its employees, agents, proxies, representatives or any persons under its control.

11. WE MASSAGE'S right to remedy a breach

WE MASSAGE retains, at all times, the right, but not the obligation, if the contractor has not remedied said defect within a period of (5) days after a written notice, to remedy any breach or inadequacy on the part of the contractor with regards to the present agreement, all agreements, contracts and obligations the contractor vis-à-vis all clients and, if the particular occasion arises, the contractor commits to pay or reimburse, without delay, WE MASSAGE, all amounts and costs paid by WE MASSAGE, subject to all the other rights and recourses owed to WE MASSAGE.

12. Terms of agreement

Either party may terminate this agreement, given reasonable cause, as provided below, or by giving 30 days written notice to the other party of the intention to terminate this agreement:

- a. Material violation of the provisions of this agreement.
- b. Any action by either party exposing the other to liability for property damage or personal injury.
- c. Violation of ethical standards as defined by local, provincial and/or national associations and governing bodies.
- d. Loss of licensure for services provided.
- e. The contractor fails to maintain the standard of service deemed appropriate by employer.
- f. The contractor engages in any pattern or course of conduct on a continuing basis, which adversely affects the contractors or employer's ability to perform services.

This document constitutes the entire agreement between the contractor and the employer and supersedes any and all prior written or verbal agreements. Amendments to this agreement must be in writing and signed by both parties. The laws of Ontario govern this agreement. All unresolved disputes shall be settled by arbitration or mediation.

13. Special clause

The present agreement will take effect immediately upon submission of the application for hire.