



BETWEEN:

EMPLOYEE WELLNESS SOLUTIONS NETWORK INC.
("Employee Wellness Solutions Network")
OF THE FIRST PART

MG JANCO INC.

(the "Contractor")
OF THE SECOND PART

and

ABC Company

(the "Company")
OF THE THIRD PART

WHEREAS the Company is a corporation incorporated pursuant to the laws of the Province of Ontario;

AND WHEREAS the Contractor provides the services of an employee wellness consultant under license from Employee Wellness Solutions Network using the Employee Wellness Solutions Network system and proprietary methods, and the Contractor represents as follows;

- a. the Contractor is an independent contractor;
- b. the Contractor wishes to provide services to the Company;
- c. the Contractor has its own equipment, as required, to provide its services for the Company under this agreement;
- d. the Contractor has purchased all insurances and made all statutory and other payments necessary to fully carry out its business without impediment;
- e. the Contractor represents to the Company that it has expertise in its field and is able to provide the services requested of it without the necessity of the assistance of, or supervision by, the Company;
- f. the Contractor represents to the Company that the above representations are accurate and that it wishes to provide services to the Company as an independent contractor; and
- g. it is understood and agreed that The Company can terminate this Agreement at any time subject only to the notice provided in this Agreement;

_____ Initial _____ Initial _____ Initial

AND WHEREAS the Company wishes to retain the services of the Contractor set out herein, the Company and Contractor agree as follows:

1. The Contractor agrees to provide the services of fitness training, nutritional advice, group and individual consultation, and other related services (the "Services") to the Company during the term of this agreement. The Contractor shall provide the Services as an independent contractor and shall not be deemed to be an employee of the Company for any purpose. In providing the Services pursuant to the terms of this agreement the Contractor shall have full discretion as to the manner of providing Services and the nature of treatment and shall render the Services in accordance with the highest professional standards.
2. The Contractor agrees to maintain records, as required and specified by the Company, and to provide reports to the Company concerning Services provided. The Contractor also agrees to maintain detailed accurate records of time spent and Services rendered and to submit such records to the Company weekly.
3. The Contractor shall be responsible for all expenses incurred relating directly or indirectly to the performance of the Services pursuant to this agreement.
4. The Contractor is an independent contractor and neither the Contractor nor its employees, agents or subcontractors shall be considered employees or agents of the Company for any purpose whatsoever, including without limitation, applicable workers' compensation and Income Tax legislation, nor shall they share in any benefits or privileges provided or required to be provided by the Company to its employees. The Contractor shall comply with all applicable employment, workers' compensation and Income Tax legislation and shall be solely responsible for the payment of any monies and the performance of all other obligations in respect of such legislation.
5. The Company shall pay Employee Wellness Solutions Network Inc. directly the sum of \$xxxxx.xx per month, plus all applicable taxes, commencing xxxxxxx xxth, 20xx for the performance of the Services by the Contractor. The Contractor agrees to deliver the onsite services for approximately x hours per week, group programs, awareness programs and evaluation/reporting. Payment for the Services is due and payable on the first day of the month in respect of the following monthly period of services.
6. Employee Wellness Solutions Network provides discounted pricing in exchange for a commitment from its clients for the contracting of Services for a period of greater than 1 year. The Company hereby represents to Employee Wellness Solutions Network, and Employee Wellness Solutions Network relies on the Company's representation, that the Company has agreed to a 1 year minimum period for the Services.
7. The Contractor acknowledges and agrees that in the course of completing the Services, he/she may obtain specific knowledge of affairs of the Company which is confidential, all of which is the property of the Company (and hereinafter called the "Confidential Property"). The Contractor therefore agrees that he/she will not, during the term of this agreement or any time thereafter, disclose or divulge the Confidential Property for his/her own purposes or for any purposes other than the purposes of the Company.
8. The Company acknowledges that the provision of first class service to customers is of utmost importance to the Contractor and Employee Wellness Solutions Network.

_____ Initial _____ Initial _____ Initial

Accordingly, should Employee Wellness Solutions Network determine, in its sole discretion, that the Company would be better serviced by another Employee Wellness Solutions Network™ wellness consultant licensee, then in such cases provision of the Services to the Company shall be transferred to such other Employee Wellness Solutions Network™ wellness consultant. In such instances the Company agrees that it will enter into a new Services agreement, under the same terms as this agreement, with such new Services provider.

- 9. This agreement may be terminated by the Company giving 60 days' notice in writing to the Contractor and to Employee Wellness Solutions Network. The Contractor may affect termination by giving 60 days' notice in writing to the Company and to Employee Wellness Solutions Network. All monies owing by the Company pursuant to the terms of this agreement shall be due and payable upon termination, and prorated for the month in which termination occurs if termination does not occur on the last day of the month.
- 10. The Company acknowledges receipt of a copy of this agreement duly signed by the Company and the Contractor.

DATED the ____ day of _____, 201x.

ABC COMPANY

Per: _____

Title: _____

MG JANCO INC.

Per: Meaghan Jansen

Title: Corporate Program Director

EMPLOYEE WELLNESS SOLUTIONS NETWORK INC.

Per: Garth Jansen

Title: President