



Florence Canada Ltd.

## Temporary Worker Platform Terms of Business

Last Updated: 5 December 2022

Welcome to the Florence platform (<https://www.florenceapp.com/ca>)! Our next-generation staffing platform assists health care workers and healthcare providers and facilities to find assignments and fulfil staffing requirements. This platform is owned and operated by Florence Canada Ltd. (“**Florence**”, “**we**”, “**us**” or “**our**”).

The following is a legally binding agreement that serves as our Terms of Business (“**Terms**”) for your use of our platform available at <https://www.florenceapp.com/ca>, and all other sites owned and operated by Florence that redirect to <https://www.florenceapp.com/ca> (collectively, the “**Platform**”), and for all services provided by Florence relating to, or in connection with, the assignment of Temporary Workers to Clients (“**Staffing Services**”).

By accessing, visiting or using the Platform, you agree, without limitation or qualification, to be bound by these Terms, which include Schedule 1 and such other additional terms, conditions, rules and policies incorporated by reference, including Florence’s [Privacy Notice](#) and [Acceptable Use Policy](#), all as may be modified by us from time to time in our sole discretion. It is therefore important that you review the Terms regularly. If there is a conflict between the provisions in the body of the Terms and any other document incorporated by reference, the provisions in the body of the Terms will prevail.

**If you do not agree to the Terms (including the Privacy Notice and Acceptable Use Policy), then you must discontinue accessing and/or using the Platform immediately.**

All individuals who access the Platform acknowledge that they have read, understood and accept **all parts** of these Terms (Part 1 and Part 2) that apply to them. The Terms are divided into two parts:

Part 1: General Terms of Use for the Platform, which sets out the terms that apply to all Members, including Clients and Temporary Workers; and

Part 2: Clients and the Platform, which sets out additional terms that apply to all Clients.

### 1. Definitions and Rules of Interpretation

The following definitions and rules of interpretation apply.

#### 1.1 Definitions

- (A) “**Account**” means an account held by a Temporary Worker or a Client to access and use the Platform.
- (B) “**Assignment**” has the meaning given in Section 16.1.
- (C) “**Business Day**” means any day excluding a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (D) “**Client**” means a Member of the Platform who is a provider of healthcare services and operator of healthcare facilities that is regulated by the Ministry of Health and/or the Ministry of Long Term Care, such as but not limited to, care homes or hospitals, and: (i) to whom Florence provides, or seeks to provide, any Staffing Services; and/or (ii) who otherwise accesses the



Platform in connection with any potential or actual Staffing Services. "Client" includes any individuals who use or access the Platform through the Client's Account.

- (E) "**CNO**" means the College of Nurses of Ontario, which is the governing body for Registered Nurses (RNs), Registered Practical Nurses (RPNs) and Nurse Practitioners (NPs) in Ontario. The CNO maintains the "Find a Nurse" registry of all RNs, RPNs and NPs eligible to practice in Ontario.
- (F) "**Content**" includes text, messages, files, graphics, images, software, audio, video, information or other material or content.
- (G) "**Engage**" means the employment of a Temporary Worker or engagement directly or indirectly through any employment business other than through Florence (whether for a definite or indefinite period) as a direct result of any Introduction or Assignment to the Client and the term "**Engaged**" shall be construed accordingly.
- (H) "**ESA**" means the *Employment Standards Act, 2000*, SO 2000, c 41, as amended from time to time.
- (I) "**Extended Assignment**" has the meaning given in Section 18.2.
- (J) "**Florence Content**" means Content made available by or on behalf of Florence through the Platform or in the provision of our services (by posting, displaying, uploading, publishing, messaging, submitting, transmitting or otherwise), including, any third party Content licensed for use to Florence, but excluding Member Content.
- (K) "**Guidance**" or "**CNO Guidance**" means the CNO's Employer Resources and CNO's Reporting Guide, as may be amended from time to time or such equivalent or replaced guidance published by or on behalf of the CNO (the current versions of which are available at: <https://www.cno.org/en/protect-public/employer-resources/> and <https://www.cno.org/en/protect-public/employers-nurses/reporting-guide/>).
- (L) "**Introduce**" means the provision by Florence, using the Platform, to the Client of information which identifies the Worker, and "**Introduction**" and "**Introduced**" shall be construed accordingly.
- (M) "**Introduction Fee**" means the fee payable to Florence by Client pursuant to Section 18, the current fee is set out in Schedule 1 and may be amended by Florence from time to time upon notice.
- (N) "**IP Rights**" means any right that is granted or recognized under any Canadian, United States, European or foreign legislation regarding patents, copyrights, neighbouring rights, moral rights, trademarks (including trade names and service marks), trade secrets, confidential information, industrial designs, design rights, mask work, integrated circuit topography, privacy and publicity rights and any other statutory provision or common or civil law principle regarding intellectual and industrial property, whether registered or unregistered, and including rights in any application for any of the foregoing.
- (O) "**Member**" means a user of the Platform who completes an Account registration.
- (P) "**Member Content**" means any Content made available by a Member through the Platform (by posting, displaying, uploading, publishing, messaging, submitting, transmitting or otherwise).
- (Q) "**Minimum Hours**" means the number of hours defined in Section 18.2 and notified to the Client.



- (R) **"Ministry of Health"** is a ministry of the Ontario government, responsible for administering the legislation applicable to regulated health facilities and regulated health professions in Ontario.
  - (S) **"Ministry of Long Term Care"** is a ministry of the Ontario government, and is responsible for administering the Fixing Long-Term Care Act, 2021, S.O. 2021, c 39, Sch. 1.
  - (T) **"Nurse"** means a Registered Nurse (RN), Registered Practical Nurse (RPN) or Nurse Practitioner (NP) holding a certificate of registration in either the General or Extended classes of registration, as defined by the CNO.
  - (U) **"Order"** has the meaning given in Section 16.1.
  - (V) **"Privacy Laws"** means all legislation and regulatory requirements in force from time to time relating to the use of Personal Information (which includes personal health information for purposes of these Terms) and the privacy of electronic communications, including (i) the Personal Information Protection and Electronic Documents Act ("PIPEDA") and substantially similar provincial legislation, as well as provincial health information laws as applicable to Members, (ii) An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act ("CASL"), including as amended, modified or replaced from time to time. "Personal Health Information", "Personal Information", "Custodian", "Trustee", "Commissioner" "individual" "agent" "breach" and "person" shall have the meanings ascribed to them in the Privacy Laws.
  - (W) **"Profile"** means a Member's Account details providing information about that Member as may be made visible to other Members via the Platform.
  - (X) **"Temporary Worker"** means a Member of the Platform who is employed by Florence, who is Introduced and assigned, or intended to be Introduced and assigned, by Florence to the Client to provide services to the Client, who is deemed to be an assignment employee pursuant to section 74 of the ESA or who otherwise accesses the Platform with a view to being Introduced and assigned (either actually or potentially) by Florence to a Client.
  - (Y) **"Temporary Worker Fees"** has the meaning given in Section 20.1.
  - (Z) **"Unsatisfactory Temporary Worker"** has the meaning given in Section 19.1.
  - (AA) **"Vacancy"** means a specific shift vacancy within the healthcare sector commonly and **"Vacancies"** shall be construed accordingly.
  - (BB) **"Verification Services Provider"** means a third party online identification verification services provider whom Florence may appoint from time to time to help obtain and verify information relating to an individual's identity as may change from time to time.
  - (CC) **"writing"** includes emails and, where applicable, notification sent, received and displayed through the Platform including via a pop-up window or click through notification and **"writing"** and **"written"** shall be construed accordingly.
- 1.2 The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms. A reference to a statute or statutory provision (a) is a reference to it as amended, extended or re-enacted from time to time; and (b) shall include all subordinate legislation made from time to time under that statute or statutory provision. Every use of the



words “including” or “includes” in these Terms is to be construed as meaning “including, without limitation” or “includes, without limitation”

## **Part 1: General Terms of Use for the Platform**

### **2. Who Part 1 of these Terms apply to, who we are, and communicating with us**

- 2.1 This Part 1 applies to all Members, including Clients and Temporary Worker.
- 2.2 If you have any questions about the Platform or the Terms, you can contact us by: (i) telephone at (647)370-5842 (during business hours); (ii) emailing us at [hello@florenceapp.com](mailto:hello@florenceapp.com); or (iii) notification via the Platform.
- 2.3 If we need to contact you, we will do so by: (i) telephone using the number that we have on file; (ii) notification via the Platform; (iii) email; or (iv) mail at the address that we have on file.
- 2.4 All notices given by you to us must be given in writing to the email address set out above. Any notice transmitted by e-mail will be deemed to have been received on the day on which it is transmitted. Any notice sent by regular mail will be deemed to have been received on the fifth Business Day after the notice is mailed. Except as otherwise provided herein, we provide notice to you at either the email or postal address you provide to us when using or registering with the Platform.

### **3. Who is a Member**

- 3.1 Where you accept and agree to these Terms on behalf of a Client, you warrant and represent that you have the authority to bind that Client to these Terms and in the circumstances, a reference to "**Member**", "**you**" and "**your**" and any other reference to you or your Account and/or any warranties, representations, statements, obligations, acknowledgements, acts or omissions made or given by you are deemed to apply equally to such Client who shall be and shall remain responsible and liable for all activity that occurs under any such Accounts, whether authorized by such Client or not.
- 3.2 The Platform is directed to persons residing and operating in the Province of Ontario in Canada. We do not represent that the Platform, or any Content available on or through the Platform, is appropriate for use or available in other jurisdictions.

### **4. Use of the Platform, Membership & Account Registration, Vacancies and Assignments**

- 4.1 Subject to compliance with these Terms, you will be entitled to access and use the Platform by means of an Account using a unique username and password. You are responsible for maintaining the confidentiality and security of your Account details, updating your Account details to ensure they are accurate and up-to-date and for any and all activity that occurs under your Account. You will immediately notify us of any actual or suspected unauthorized use or breach of any Account or the Platform. To the maximum extent permissible by applicable law, you acknowledge and agree that in no event will Florence be liable, directly or indirectly, to you for any loss or damage as a result of any activity carried out using your Account.
- 4.2 You shall comply with the Acceptable Use Policy at all times. The current version of which is available at: [www.florenceapp.com/ca/legal](http://www.florenceapp.com/ca/legal).
- 4.3 We reserve the right at any time to remove or suspend a Member's access to the Platform without notice, at our absolute discretion and without liability (subject to compliance with our obligations pursuant to statute or to any other agreement or contract between us and a



Temporary Worker). We reserve the right to audit your books, records and systems, on written notice, to confirm your compliance with the Terms.

- 4.4 A Client accessing the Platform may, amongst other things: (i) create and edit a Profile providing information about the Client and its activities; (ii) post and manage Vacancies; (iii) view Temporary Worker Profiles; (iv) review a Temporary Worker's timesheet for a completed Assignment; and (v) provide feedback relating to the Client's experience with a Temporary Worker for an Assignment (including ratings submitted via our in-built ratings system).
- 4.5 A Temporary Worker accessing the Platform may, amongst other things: (i) create and edit a Profile providing information about the Temporary Worker; (ii) search for and view Vacancies; (iii) view the Profile of a Client posting a Vacancy; (iv) choose to submit an application to Florence in respect of a Vacancy; (v) manage Assignments; (vi) submit a timesheet for a completed Assignment for Florence's (and where applicable a Client's) approval; and (vii) leave feedback relating to the Temporary Worker's experience with a Client and the relevant Assignment (including ratings submitted via our in-built ratings system).
- 4.6 You acknowledge and agree that you are solely responsible for compliance with any and all laws, rules, regulatory guidance, codes of conduct and regulations at all times in connection with the Terms.

## 5. Privacy

- 5.1 The terms of our Privacy Notice shall apply to your use of the Platform and communications between us. Our Privacy Notice sets out the terms on which we process any Personal Information we collect from or about Members, or that we collect about you. Our use of cookies is also covered in our Privacy Notice. Please ensure that you read and understand our Privacy Notice which is available at: [www.florenceapp.com/ca/legal](http://www.florenceapp.com/ca/legal).

## 6. Florence Content and performance and availability of the Platform

- 6.1 The Platform, our logos, other trademarks and the Florence Content (including all improvements, enhancements, modifications and derivative works thereof) and all IP Rights therein (collectively, the "**Florence Property**"), are and shall remain the sole and exclusive property of Florence and its licensors and are protected by domestic and international laws and treaties. You agree not to, and not to cause or permit others to: (i) remove any proprietary notices, markings and legends appearing on or contained in Florence Property; or (ii) change any security or right management technology used in connection with any Florence Property.
- 6.2 Your rights to use the Florence Property shall be limited to those expressly granted in these Terms. No other rights with respect to any Florence Property (including all related IP Rights) are implied. You agree that you shall take commercially reasonable measures, and will comply with these Terms, to protect the Florence Property.
- 6.3 Notwithstanding anything to the contrary in these Terms, any suggestions, enhancement requests, recommendations or other feedback provided by you to Florence relating to the Platform, the Florence Content or the Staffing Services (collectively "**Submissions**") shall become Florence's sole property. Florence shall exclusively own all rights, including all IP Rights, in and to all Submissions. Florence shall be entitled to the unrestricted use and dissemination of Submissions for any purpose, commercial or otherwise, without acknowledgement or compensation to you. In the event that any IP Rights in and to any Submissions vest, or have vested, in you, you hereby assign to Florence all of your rights, title and interest in all Submissions and you hereby waive to and in favour of Florence any of your moral rights therein.



- 6.4 You may print off any number of copies, and may download extracts, of the Florence Content for your internal business purposes and you may draw the attention of others within your organization, if applicable. Except as otherwise provided herein, you must not use any part of the Florence Content for commercial purposes without first seeking and obtaining written approval from us.
- 6.5 You must not modify any Florence Content you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics comprising the Florence Content separately from any accompanying text.
- 6.6 If you print, copy, download or use any part of the Platform or Florence Content in breach of these Terms, your right to access and use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 6.7 We may update and change the Platform, the Staffing Services, the Florence Content and/or the Terms, including any other document that forms a part thereof, at any time and from time to time, with or without your consent or authorization, including but not limited to modification or amendment of fees or modification, amendment or termination of any Platform feature or content. We will give you prior notice of changes, and the effective dates of any changes, by posting a notice at <https://www.florenceapp.com/ca/terms>, or via email or other communications that we typically use to notify Members of changes. The modifications will become effective on the date specified in such notice. Your continued use of the Platform after such effective date will be deemed acceptance of the modified terms.
- 6.8 We may suspend, withdraw or restrict the availability of all or any part of the Platform for business, technical or operational reasons. We will try to give you reasonable notice of any planned suspension or withdrawal of the Platform or any part of it. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Platform, or any features, parts or content of the Platform.
- 7. Member Content and other information provided by Members**
- 7.1 Each Member represents and warrants that all information (including Personal Information) and documentation including Member Content provided to Florence by or on behalf of a Member, posted on the Platform, and/or provided to the Verification Services Provider, and/or provided to other Members is and will be: (i) up-to-date; (ii) complete; (iii) accurate; (iv) truthful; and (v) not misleading.
- 7.2 Without prejudice to the generality of Section 7.1, Member Content and information described in Section 7.1 includes the contents of: (i) a Member's Profile; (ii) the information, documents, statements and assurances required and provided as part of the Account registration process, to the Verification Services Provider and/or as is otherwise required in order to keep the Account up-to-date; (iii) information contained within any direct communications between Members or between Members and Florence; (iv) feedback (including ratings submitted via our in-built ratings system) provided by a Member about another Member; and (v) a Vacancy.
- 7.3 Each Member agrees not to post any Member Content or take any action on or via the Platform, which violates the AUP or knowingly infringes or violates the rights (including IP Rights and in respect of breach of confidence or Privacy Laws) of or relates to any third party or otherwise violates any applicable law.
- 7.4 Each Member agrees not to post any Member Content that contains any personal health information of patients or others. Each Member agrees not to post any Member Content that contains the Personal Information of any other individual unless the Member has obtained consent of that individual as required by applicable Privacy Laws.



- 7.5 The Platform may provide access to Member Content uploaded by other Members, including on digital bulletin boards and chat rooms. This Member Content is not controlled by us and has not been verified or approved by us. We have no obligation to monitor, verify or pre-screen any Member Content. You are solely responsible for any content submitted or posted through your Account, and for ensuring that all such Member Content complies with the Terms. You acknowledge and agree that Member Content expresses the views of their respective authors and does not represent the views, values and/or opinions of Florence.
- 7.6 If you have any concerns relating to any Member Content, or other information or materials uploaded by other Members, please contact us at [hello@florenceapp.com](mailto:hello@florenceapp.com) or as otherwise detailed in Section 2.1.
- 7.7 By providing, submitting, posting or displaying Member Content to Florence or on the Platform, you:
- (a) grant us a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to use, reproduce, adapt, modify, distribute, sub-licence, display and publish such Member Content on and through the Platform, subject to our duty of confidentiality owed to Members and our applicable data protection obligations;
  - (b) represent and warrant that you are the owner or have the necessary rights, licenses, consents and releases that are necessary to grant to us such rights.
- 7.8 We reserve the right to refuse to accept, post, display or transmit any Member Content in our sole discretion and shall comply with our applicable Privacy Law obligations in accordance with our Privacy Notice.
- 7.9 We may review and remove or disable any Member Content that we, in our sole and absolute discretion, believe violates or attempts to violate the Terms, including the Privacy Notice and Acceptable Use Policy, or applicable laws, rules or regulations;
- 7.10 We reserve the right to prevent further access to the Platform for violating the Terms, including the provisions of this Section 7.
- 7.11 Members may amend, update or withdraw Member Content posted on the Platform at any time, however, you understand and accept that we shall be entitled to retain for archival, insurance and compliance purposes a copy of all such previous Member Content and other relevant information and documents that we have in our possession or control relating to such Member and any Assignment, for such period of time that the Member Content is required to fulfill these purposes.
- 7.12 We may retain and make use of anonymized, aggregated information relating to any current or former Member and Assignments.

## 8. **Websites we link to**

Where the Platform contains links to other sites, materials, services, applications or resources provided by third parties (collectively, "**Third Party Materials**"), these Third Party Materials are provided for your information only. Such Third Party Materials should not be interpreted as approval by us of such Third Party Materials that you may obtain from them. We have no control over the content of Third Party Materials and we are not responsible or liable for any of your use or access to any Third Party Materials. We recommend that you read any terms of use and privacy notices that apply and govern when you use or access any Third Party Materials.



## **9. DISCLAIMER**

9.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM, THE STAFFING SERVICES, FLORENCE CONTENT, DOCUMENTATION, DELIVERABLES AND ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THESE TERMS (INCLUDING THE USE THEREOF) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND. FLORENCE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR USE, FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OR TRADE, OR COURSE OF DEALING REGARDING OR RELATED TO THESE TERMS, THE PLATFORM, THE STAFFING SERVICES, FLORENCE CONTENT, DOCUMENTATION, DELIVERABLES OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THESE TERMS. FLORENCE DOES NOT WARRANT THAT THE PLATFORM, THE STAFFING SERVICES, FLORENCE CONTENT, DOCUMENTATION, DELIVERABLES OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THESE TERMS WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE FREE OF HARMFUL CODE (INCLUDING VIRUSES, MALWARE OR OTHER MALICIOUS CODE). EXCEPT FOR FLORENCE'S OBLIGATIONS THAT ARE EXPRESSLY SET FORTH IN THE TERMS, THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE PLATFORM, THE STAFFING SERVICES, FLORENCE CONTENT, DOCUMENTATION, DELIVERABLES OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THESE TERMS REMAINS WITH YOU. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, FLORENCE DOES NOT WARRANT THE ACCURACY OR SECURITY OF ANY MEMBER CONTENT. ALL THIRD PARTY MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND ANY REPRESENTATION OR WARRANTY OF, OR CONCERNING, ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN YOU AND THE OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

9.2 You are responsible for configuring your information technology, computer programs, network and systems to access the Platform. You are responsible for using your own virus protection software.

## **10. Suspension and Termination of Account**

10.1 Each Member may terminate its Account for any reason at any time upon written notice to Florence, subject to the Member performing and discharging all of its obligations at that time under the Terms and, where applicable, any unfinished Assignment. Florence shall terminate the Account when all such Assignments are completed.

10.2 Upon termination, suspension or deactivation of a Member's Account, we shall be entitled to retain for archival, insurance and compliance purposes a copy of all related Member Content and other relevant information and documents that we have in our possession or control relating to such Member and any Assignment, for such period of time that the Member Content is required to fulfill these purposes.

## **11. Data privacy**

11.1 You warrant that any and all Personal Information that you provide to us:

- (a) may be collected, stored, processed and used in accordance with our Privacy Notice, as may be updated from time to time; and



- (b) is provided to us with the necessary permission, authority of the person about whom such Personal Information relates and all necessary authorizations, consents or other permissions to process and use the Personal Information in accordance with Privacy Laws and all applicable regulatory requirements.
- 11.2 Florence and Members agree to comply with all applicable requirements of Privacy Laws. This Section 11 is in addition to, and does not relieve, remove or replace, a party's obligations under Privacy Laws.
- 11.3 Florence and Members acknowledge that for the purposes of Privacy Laws, Florence does not intend to collect or obtain, and in no circumstances has custody or control of, any Personal Information of Client's patients, residents, visitors, suppliers, healthcare providers and any other person for whom such Member holds or processes Personal Information.
- 11.4 Members acknowledge and agree that for the purposes of provincial health information laws, Client at all times is the custodian/trustee with custody and control over the personal health information of Client's patients, residents and visitors to whom healthcare is or may be provided, and that a Temporary Worker acts as agent to the Client in the collection, use and disclosure of personal health information of Client's patients, residents and visitors.
- 11.5 Without prejudice to the generality of Section 11.2, each Member will ensure that it has all necessary and appropriate consents, permissions and notices in place to enable lawful disclosure to Florence of any Personal Information as defined in Privacy Laws, and in the case of a Client generally, includes the Personal Information of such Client's employees, officers, representatives, advisers, suppliers and any other person for whom such Client holds or processes Personal Information.
- 11.6 Without prejudice to the generality of Sections 11.2 and 11.4, each Member shall, in relation to any Personal Information collected, used or disclosed in connection with the exercise of such Member's rights and the performance by such Member of its obligations under these Terms and any applicable Assignment, and in particular when acting as agent or service provider to another Member in the collection, use and disclosure of Personal Information:
  - (a) collect, use and disclose Personal Information only on the written instructions of another Member unless such Member is required by applicable laws to otherwise process that Personal Information;
  - (b) follow all applicable policies, practices and requirements of another Member when collecting, using, disclosing or otherwise accessing and handling Personal Information as agent or service provider to the Member;
  - (c) ensure that the Member takes appropriate physical, technical and organizational measures, to protect against unauthorized or unlawful processing of Personal Information and against accidental loss or destruction of, or damage to, Personal Information, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
  - (d) keep the Personal Information confidential;
  - (e) not transfer any Personal Information outside of the Province of Ontario unless the prior written consent of the other Member(s) to whom the Personal Information relates has been obtained and appropriate safeguards are in place prior to the transfer and in accordance with Privacy Laws;



- (f) comply with such Member's obligations under Privacy Laws by providing an adequate level of protection to any Personal Information that is collected, used, disclosed, accessed or handled by the Member in any manner;
  - (g) provide full assistance to a Member in responding to any request from an individual with respect to Personal Information and in ensuring compliance with its obligations under Privacy Laws with respect to security, breach notifications, impact assessments and consultations with commissioners or regulators;
  - (h) notify the other Member(s) without undue delay on becoming aware of a breach incident;
  - (i) at the written direction of the other Member(s), delete or return Personal Information and copies thereof to the other Member(s) unless required by applicable law to store the Personal Information or as is otherwise permitted under these Terms or by agreement under an Assignment;
  - (j) not transfer or disclose any of the Personal Information to any other person or individual without the specific consent of the Member;
  - (k) maintain complete and accurate records and information to demonstrate its compliance with this Section 11.
- 11.7 Each Member acknowledges that their Personal Information may be collected, used and disclosed by Florence and/or the Verification Services Provider on the terms of our Privacy Notice and, as applicable, the respective data privacy terms and conditions of Florence and the Verification Services Provider, as communicated to Members from time to time.
- 11.8 Members agree that in order to register an Account and make use of the Platform, it may be necessary for Members to interact with and as necessary provide information (including Personal Information) to Florence and Verification Services Provider directly and this shall be subject always to the terms of Section 11.
- 11.9 Unless prohibited by Privacy Laws or other applicable laws, you will inform Florence and/or the relevant Member immediately of any correspondence you may receive relating to Personal Information or any complaint from an individual about the processing of Personal Information in connection with these Terms.
- 12. Other important terms**
- 12.1 Florence makes no representation and gives no warranty as to the suitability of any Temporary Worker for any Assignment and vice-versa, and has no control over the performance of the services provided by a Temporary Worker.
- 12.2 You may only transfer your rights or your obligations under these Terms to another person if we agree to it in writing in advance. We may assign these Terms without your consent and upon such assignment the assignee and you shall be the parties to these Terms and we will be released and forever discharged from any liabilities or obligations of these Terms as though the assignee had been an original party hereto. These Terms will be binding on and enure to the benefit of the parties and their respective successors and permitted assigns.
- 12.3 These Terms will not be construed to and do not create a relationship of agency, partnership, employment or joint venture. Nothing in these Terms, express or implied, will or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or



liabilities of these Terms, other than the parties, their respective successors or permitted assigns.

- 12.4 If a court finds any provision of these Terms is invalid, illegal or unenforceable, the rest of the Terms will continue in full force and will not be affected or impaired. Each of the clauses and sub-clauses of these Terms operate separately.
- 12.5 Even if we delay in enforcing any of our rights under these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breach of these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide access to the Platform and provide our Staffing Services, we can still require you to make the payment at a later date.
- 12.6 These Terms are governed by the laws of the Province of Ontario, Canada and the laws of Canada applicable therein (excluding its conflicts of law provisions), and the courts of Ontario will have exclusive jurisdiction over all matters arising hereunder.
- 12.7 These Terms may not be varied except with our express written consent.
- 12.8 These Terms, including Schedule 1 and the documents incorporated by reference, represent the entire agreement between you and us in relation to the subject matter of these Terms, and supersedes all other agreements between the parties relating to the subject matter. In entering into these Terms, neither party has relied on, and neither party will have any right or remedy based on any statement, representation or warranty, express or implied (including through course of dealing), except those expressly set out in the Terms.
- 12.9 We will not be liable for any delay or failure to perform our obligations under these Terms to the extent that the failure is caused by an Event of Force Majeure, provided that we keep you informed in such circumstances and use reasonable efforts to rectify the situation. “**Event of Force Majeure**” means any event beyond our reasonable control, including acts of God, labour unrest such as strikes, war (including civil war), acts of any state or government, acts of terrorism, fire, explosions, the elements, epidemics, pandemics, blackout, embargo, power failure or any delay or interruption in third party telecommunications services.

### 13. Confidentiality

- 13.1 We undertake that we shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of a Member and in the case of a Client, and to the extent such information is transferred to Florence, specifically, its patients, residents, visitors, suppliers and healthcare providers, except as otherwise permitted:
- (a) under these Terms;
  - (b) by agreement in the operation, use and access of the Platform;
  - (c) as part of the Account registration process; and
  - (d) by Section 13.2.
- 13.2 We may disclose a Member's confidential information:
- (a) to our employees, officers, representatives or advisers who need to know such information for the purposes of exercising our rights or carrying out our obligations



under these Terms and otherwise in the operation of the Platform and the delivery of the Staffing Services. We shall ensure that our employees, officers, representatives and advisers to whom we disclose such Member's confidential information comply with Sections 13.1, 13.2, and 13.5; and

- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 You undertake that you will not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Florence or any other Member and in the case of a Client specifically, its patients, residents, visitors, suppliers and healthcare providers, except as otherwise permitted:
- (a) under these Terms;
  - (b) by agreement in the operation, use and access of the Platform;
  - (c) under an Assignment; and
  - (d) by Section 13.4.
- 13.4 A Member may disclose Florence's or another Member's confidential information:
- (a) to such Member's employees, officers, representatives or advisers who need to know such information for the purposes of exercising such Member's rights or carrying out its obligations under these Terms and otherwise in the operation and use of the Platform. Such Member shall ensure that its employees, officers, representatives and advisers to whom it may disclose the confidential information of Florence or another Member complies with Sections 13.3, 13.4, and 13.5; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.5 Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under or in connection with these Terms and the operation, use and access to the Platform. Each party is responsible for any actions of its employees, officers, representatives and advisers in violation of this Section 13.

## **Part 2: Clients and the Platform**

### **14. Who Part 2 of these Terms applies to**

- 14.1 In addition to Part 1 of these Terms, this Part 2 applies if you are a Client, and is legally-binding on such Client: (i) in its interactions with Florence; (ii) for the use of the Platform; and (iii) for the provision by Florence of Staffing Services to such Client.

### **15. Florence's obligations**

- 15.1 These Terms set out the agreement between Florence and the Client relating to the supply of Staffing Services. For the purposes of the ESA, Florence acts as a staffing agency in relation to the Introduction and assignment of Temporary Workers pursuant to these Terms.
- 15.2 Florence provides the Platform for the purpose of enabling the Client to search for Temporary Workers to provide services to the Client. Temporary Workers are employed by Florence and



will not have any direct contractual agreement with the Client in respect of the Staffing Services and/or in respect of any Assignment.

- 15.3 It is anticipated that the Temporary Worker will either be a Nurse or an unregulated care provider who is directly supervised by a Nurse and as part of the Assignment will be working in a care home with nursing. For any unregulated care provider, the Temporary Worker will be expected to perform duties that include the provision of medical, as well as personal care. The Client agrees and acknowledges that Florence has neither the ability nor the obligation to supervise any Temporary Worker or exercise any control over the manner in which a Temporary Worker performs any services to the Client under an Assignment or otherwise.
- 15.4 Florence shall take reasonable steps to screen and carry out such background checks on behalf of the Client as Florence is required to carry out by law, or otherwise as may be expressly agreed between Florence and the Client in respect of any particular Assignment, before permitting the Temporary Worker to commence work for the Client. Notwithstanding the foregoing, on the basis that the Client shall be liable for the Temporary Worker in respect of any particular Assignment, the Client shall be responsible for confirming the Temporary Worker's identity and any other matter that the Client considers necessary before allowing a Temporary Worker to commence an Assignment.
- 15.5 Without prejudice to the generality of Section 15.3 and Section 15.4, Florence shall take reasonable steps to confirm (but without accepting responsibility or liability for any false, misleading or inaccurate information provided by a Temporary Worker) that Temporary Workers who are made available using the Platform:
- (a) have the right to work in Canada;
  - (b) that any applicable work permits permit the Temporary Worker to be assigned to the Client; and
  - (c) where a Temporary Worker is required by law or any professional body to have any qualifications, authorizations or certification to work on the Assignment or the Assignment involves working with any vulnerable persons pursuant to applicable legislation, Florence shall take reasonably practicable steps to obtain, and offer to provide copies of, any relevant qualifications or authorizations or certification and two references. Florence shall also take reasonably practicable steps to confirm that the Temporary Worker is suitable for the Assignment.
- 15.6 The current screening and background checks that Florence undertakes are set out below, but Florence reserves the right at its sole and absolute discretion to amend at any time its screening and background check procedures (including the steps set out below):
- (a) Florence and/or the Verification Services Provider, as the case may be, will take reasonable steps to conduct a review of a Temporary Worker's identification information and documentation and to comply with Ontario laws;
  - (b) we communicate by telephone or in person to assess appropriate experience;
  - (c) we obtain two references from previous employment in the healthcare industry;
  - (d) we conduct a visual check of uploaded training certificates;
  - (e) for Nurses, we review the CNO "Find a Nurse" registry for restrictions on practice – where any restrictions are noted then we will highlight these in the Profile of the relevant Temporary Worker that is visible to Clients;



- (f) request an attestation by any Temporary Worker in which the relevant Temporary Worker states that they have and will maintain professional liability protection as required by the CNO or other regulatory body; and
- (g) obtain an attestation by any Temporary Worker who is a Nurse in which the Temporary Worker states that they are competent in medication management and clinical competency.

15.7 The Client acknowledges and agrees that it is reasonable that we may rely upon a third party Verification Services Provider or other such reputable third party to discharge certain of the steps set out above. The Client further acknowledges and agrees that the identity verification services provided by the Verification Services Provider:

- (a) are based on information and electronic copy documents submitted by or on behalf of the Temporary Worker;
- (b) analyze electronic copy documents submitted and their image to search for indications that they may not be genuine or may have been compromised;
- (c) analyze and report upon whether the copy of the document indicates that the document may have been recorded as lost or stolen; and
- (d) analyze and report upon whether the documents provided indicate that there are any stipulations, such as an expiration date or job role restrictions,

and the Client acknowledges and agrees that nothing herein discharges, modifies, reduces, replaces or circumvents any requirements that may apply to the Client under any applicable law, including, without limitation, any requirement to check any Temporary Worker's identity, immigration and right to work status, nor does it qualify the Client for any statutory defence (or make such defence available) in respect of carrying out an identity and right to work check. The Client confirms that it shall take note of and where applicable be responsible for complying with any applicable laws.

15.8 Florence shall not permit a Temporary Worker to register an Account or create a Profile if Florence has reason to believe that a Temporary Worker's identity cannot be established to Florence's reasonable satisfaction (including via the services of the Verification Services Provider) or where Florence, or as the case may be, the Verification Services Provider, has reason to believe that the Temporary Worker does not have the right to work in Ontario, Canada. This may be due to, without limitation, the following: (1) copy documents supplied are suspected to be fraudulent; (2) any applicable work permit does not permit the applicant to work in Ontario, Canada; and/or (3) any applicable work permit appears to restrict a person from working in any applicable role.

15.9 The Client understands that currently the only Temporary Workers on the Platform are Nurses registered with the CNO and unregulated care providers. Should this change in the future to cover other types of workers we will notify Clients and may update these Terms and the checks we perform accordingly.

15.10 Prior to the commencement of the Assignment, Florence shall, via the Platform, provide details of:

- (a) the identity of the Temporary Worker;
- (b) the details provided by the Client in the Order; and



- (c) the Temporary Worker Fees to be charged by Florence in accordance with Section 20.1.

## 16. Client's obligations

- 16.1 The Client acknowledges and agrees that by posting a Vacancy on the Platform the Client is making an offer to Florence for the provision of one or more Temporary Worker(s) to perform certain services (each such Vacancy being an "**Order**" and on acceptance by Florence, shall be an "**Assignment**").
- 16.2 The Client agrees that, by posting a Vacancy on our Platform you authorize Temporary Workers to search for, and to apply to Florence to be considered for, such Vacancies.
- 16.3 A Client may amend, update or withdraw a Vacancy at any time prior to entering into an Assignment on the basis of such Vacancy.
- 16.4 You, as a Client, represent and warrant to us that:
  - (a) your Profile will be genuine, honest, truthful and accurately reflect the nature of your business and your activities;
  - (b) the description of any Vacancy submitted will be genuine, honest, truthful and accurately reflect the nature of the Vacancy in all respects, including any specifications and services required, location, proposed rates of pay, necessary prior experience (if any), required qualifications (if any) and hours of work; and
  - (c) you have sufficient resources and staff to fulfil your obligation to ensure necessary supervision of the Temporary Worker and to monitor and control the performance by the Temporary Worker of the services required pursuant to an Assignment.
- 16.5 You as a Client warrant to us that your description of any Vacancy will not breach or directly or indirectly cause us to breach any laws, including the Ontario *Human Rights Code*. Your description of any Vacancy and the criteria required for any Temporary Worker to fill it will not discriminate based on any grounds protected by the Ontario *Human Rights Code* or any other applicable laws.
- 16.6 You will leave feedback relating to your experience with the Temporary Worker and the Assignment (including ratings submitted via our in-built ratings system) and such other information as we may require in relation to Temporary Workers from time to time.
- 16.7 You shall conduct your own checks and, if you have any reason to believe that a Temporary Worker's identity, right to work, experience or qualifications or the content of the Temporary Worker's Profile is not as the Temporary Worker has detailed or if you are dissatisfied with a Temporary Worker's performance, you will notify us in writing as soon as possible.
- 16.8 You acknowledge that Temporary Workers will also be asked to provide feedback on you, which will be visible in your Profile to other Temporary Workers.
- 16.9 You acknowledge that a summary view of the timeliness of approving timesheets will be visible in your Profile to other Temporary Workers.
- 16.10 You shall record the number of hours worked by each Temporary Worker assigned to perform work for you in each day and each week.



- 16.11 You shall retain, or arrange for some other person to retain, the records required under Section 16.10 for three (3) years after the day or week to which the information relates.
- 16.12 You shall ensure that the records required to be retained under Sections 16.10 and 16.11 are readily available for inspection as required by an employment standards officer of the Ministry of Labour, even if you have arranged for another person to retain them.
- 16.13 Prior to posting a Vacancy, and in order for us to be able to facilitate in-platform payments via a third party payment provider, if appropriate, we will be required to on-board you and perform Know Your Client/Anti-Money Laundering checks. To do this we may require certain information and documents to evidence such information, which may include: (i) for an individual: (a) name; (b) email; (c) date of birth; (d) nationality; (e) country of residence; (f) home address; and (g) proof of identity (e.g., passport, driver's license, etc.); and (ii) for a company or other corporate entity: (a) full legal name; (b) incorporation or business identification number; (c) business address; (d) shareholders agreement; and (e) constating documents.
- 16.14 When posting a Vacancy to the Platform, you must, at a minimum, provide the following information in connection with the Vacancy:
- (a) the specific location (e.g. address and unit/floor/ward) and the date and time of the Vacancy;
  - (b) the position which the Client seeks to fill, including the type of work the Temporary Worker in that position would be required to do, and the hours during which the Temporary Worker would be required to work (including the number of hours of paid and unpaid break time to be taken), the hourly rate of pay applicable for the Vacancy (which the Client agrees shall be no less than the then-current statutory minimum rate), and any health or safety risks known to the Client and what steps the Client has taken to prevent or control such risks;
  - (c) details of any experience, training, qualifications, authorizations and other criteria you deem necessary, or which are required by law or by any professional body, in order to provide any services;
  - (d) any specific identity verification requirements that the Client may have in order to comply with its own policies and/or applicable laws and regulations from time to time in force;
  - (e) any other specific practice requirements, on-site rules and regulations or certifications required by the Client;
  - (f) any expenses payable by or to the Temporary Worker; and
  - (g) any information reasonably required by Florence in order for Florence to fulfil its obligations under the ESA.
- 16.15 You warrant and represent to us that you are not a staffing agency, temporary or otherwise (whether acting as an employment agency or employment business or otherwise).
- 16.16 Upon agreeing to an Assignment with Florence, you agree that you will:
- (a) conduct all necessary and appropriate risk assessments relating to the performance of any services and notify the Temporary Worker of any actual or potential risks;



- (b) inform the Temporary Worker of any applicable rules or policies relevant to the performance of any services or the location at which they are to be performed (including health and safety, site and security policies, IT and systems security, data privacy, confidentiality rules, procedures and regulations);
- (c) confirm the Temporary Worker's identity, suitability for an Assignment and any other authorizations required to complete the Assignment; and
- (d) review the Temporary Worker's completed timesheets as soon as possible, in order to verify the Temporary Worker's days and hours of attendance. You are responsible for verifying and approving timesheets and you understand that an indication of the Client's timeliness in approving timesheets will be visible to Temporary Workers.

16.17 The Client shall ensure that appropriate training is provided to a Temporary Worker where necessary for the venue or role (for example, to ensure any specific health and safety requirements are complied with). Any time spent by a Temporary Worker on such training shall form part of the Assignment and Temporary Worker Fees shall apply to such time, unless Florence determines on a case-by-case basis that such training shall be excluded from the Temporary Worker Fees.

16.18 The Client shall:

- (a) pay the Temporary Worker Fee in consideration of the provision of the services by the Temporary Worker under the Assignment;
- (b) provide a safe working environment at the location at which the Temporary Worker is to provide the services under the Assignment;
- (c) approve, via the Platform, all timesheets validly and accurately submitted into the Platform by the Temporary Worker detailing the services provided to the Client in respect of each Assignment completed;
- (d) take note of and where applicable be responsible for complying with the CNO Guidance from time to time in force; and
- (e) be responsible for complying with any applicable laws, rules, regulations, orders or direction of the Ministry of Health and/or Ministry of Long Term Care and other provincial bodies, as applicable.

16.19 Unless otherwise agreed by the Client and Florence, an Assignment based on a particular Vacancy shall incorporate the details of such Vacancy (and the Profile content of the Temporary Worker and the Client) as constituted at the time that the Assignment is agreed upon.

## **17. Cancellations by the Client**

17.1 The Client may elect to cancel an Assignment, in which case the Client may be charged a cancellation fee, as agreed under an Assignment, or, if not so agreed, in accordance with the terms of this Section 17.

17.2 In the event that the Client and Florence confirm an Assignment via the Platform:

- (a) and the Client does not cancel the Assignment at least four (4) hours before the agreed start time, then the Client shall pay the Temporary Worker the equivalent of a minimum of four (4) hours work at the hourly rate agreed under the applicable Assignment; or



- (b) and the Temporary Worker arrives for a shift under the Assignment and the Client decides that the Temporary Worker is no longer needed, then the Client will pay the full Temporary Workers Fees agreed under the applicable Assignment.
- 17.3 Florence's authority to make payments or refunds in respect of cancellations by the Client will depend upon the cancellation policy of the applicable Assignment.
- 17.4 Information relating to the frequency and timeliness of cancellations by the Client will be visible to Temporary Workers in the Client's Profile.
- 18. Temporary to permanent**
- 18.1 If, following the supply of a Temporary Worker by Florence to the Client, the Client Engages the Temporary Worker, the Client will pay Florence the Introduction Fee.
- 18.2 The Introduction Fee will not be payable if the Client gives written notice to Florence that it intends to continue the hire of the Temporary Worker for a further period of three (3) months ("**Extended Assignment**") before it Engages the Temporary Worker other than through Florence, and during the Extended Assignment a minimum of 360 hours (the "**Minimum Hours**") are completed by the Temporary Worker.
- 18.3 Where the Client decides (in accordance with Section 18.2) to have the Temporary Worker assigned by Florence for the Extended Assignment:
  - (a) the Temporary Worker Fees payable by the Client during the Extended Assignment shall be those applicable immediately before Florence received the Client's notice;
  - (b) at the end of the Extended Assignment and having satisfied the Minimum Hours, the Client may Engage the Temporary Worker without paying the Introduction Fee; and
  - (c) if the Client chooses an Extended Assignment, but engages the Temporary Worker before the end of the Extended Assignment, the Introduction Fee may be charged by Florence, reduced proportionately to reflect the amount of the Extended Assignment paid for by the Client.
- 19. Unsatisfactory Temporary Workers**
- 19.1 The Client shall notify Florence in writing immediately with reasons: (i) if it believes that any Temporary Worker is unsuitable for the Assignment; or (ii) if it becomes aware of any matter that indicates that a Temporary Worker may be unsuitable for the Assignment or is inconsistent with any information previously provided including where a Temporary Worker ceases to have the appropriate skills, approvals or a right to work in Canada (in either case an "**Unsatisfactory Temporary Worker**").
- 19.2 If the Client notifies Florence of an Unsatisfactory Temporary Worker in accordance with Section 19.1:
  - (a) within 2 hours of the commencement of the Assignment, then the Assignment will immediately terminate. If Florence reasonably determines, in response to Client's notification, that the Temporary Worker was an Unsatisfactory Worker under Section 19.1, no Temporary Worker Fees shall be payable; and
  - (b) more than 2 hours after commencement of the Assignment, then the Assignment shall terminate at the end of the shift on which the Client notified Florence of the



Unsatisfactory Temporary Worker, and Temporary Worker Fees shall be payable up to and including the date of such termination.

19.3 If a Client has any concerns about the behaviour or practice of a Temporary Worker, then the Client should also escalate its concerns in accordance with its legal and regulatory obligations, including as an operator regulated by the Ministry of Health and/or Ministry of Long Term Care, to the CNO if the Client determines that it is appropriate to do so, and, where applicable, in accordance with the Client's own policies. The Client must inform Florence of any ongoing concerns, allegations or investigations involving a Temporary Worker, however, the Client acknowledges and agrees that Florence has no control over the conduct of any Temporary Worker, whether on an Assignment or otherwise.

## 20. Fees and Taxes

20.1 The Client will pay Florence the following fees in respect of Temporary Workers (collectively, the "**Temporary Worker Fees**"): (i) the Temporary Worker's hourly rate and vacation pay required to be paid thereon pursuant to the ESA (as agreed between the Client and Florence, if no separate fee arrangement is confirmed for the Assignment by Florence, the hourly rates set out in the Vacancy will be deemed to have been accepted by Florence); (ii) public holiday pay payable to the Temporary Worker pursuant to the ESA; (iii) Florence's service fee as set forth in Schedule 1 hereto; and (iv) any other fees, taxes or charges payable under applicable law or as agreed upon between Florence and the Client.

20.2 On placing each Order, Florence shall advise the Client of the applicable Temporary Worker Fees in respect of each Assignment. The following conditions apply to the Temporary Worker Fees:

- (a) they are calculated according to the number of hours worked by the Temporary Worker, rounded up to the nearest minute;
- (b) the minimum period of any Assignment shall be four (4) hours (and the Client acknowledges that any Assignment of shorter length shall be charged at four (4) hours);
- (c) the Client shall approve a Temporary Worker's record of time spent on the Assignment through the Platform, or otherwise their timesheets, within two (2) Business Days of the Temporary Worker's completion of the Assignment (or within two (2) Business Days of the Temporary Worker submitting the record of time, if later). The record of time shall be deemed accepted if the Client does not explicitly approve the record of time within two (2) Business Days, and Florence's invoice based on this record of time shall become due and payable by the Client in accordance with these Terms.
- (d) the Client acknowledges that it shall not decline to approve a time sheet on the basis that it is dissatisfied with the work performed by the Temporary Worker. In cases of unsuitable or unsatisfactory work the provisions of Section 19 shall apply.

20.3 Florence shall invoice the Client weekly in arrears for all Assignments undertaken by Temporary Workers in the preceding week, and invoices are payable within seven (7) days of receipt. No fee is incurred by the Client until four (4) hours before the agreed start time of the Assignment.

20.4 Where applicable, Florence shall charge applicable taxes to the Client at the prevailing rate.

20.5 Fees and taxes are subject to a late payment charge as specified in Schedule 1, calculated from the invoice date. If the Client fails to make a payment due to Florence by the due date, then Florence may revise the payment terms for any future Assignments, may (with or without



notice) immediately suspend or terminate the Client's access to the Platform, terminate these Terms with the Client, and cancel any Assignments which have not yet started.

- 20.6 The Client shall not withhold or deduct any amounts from, or set-off amounts owed by Florence to the Client against any amounts invoiced by Florence under these Terms. The Client will notify Florence in writing within 150 days of the date of the applicable invoice of any fees that the Client disputes. If Florence determines, acting reasonably, that those charges should not have been billed or were over-billed, Florence will credit the Client for those charges.

## 21. Indemnities for Breach of Law

- 21.1 The Client shall indemnify Florence (including Florence's affiliates, and each of their respective officers, directors, agents, employees, shareholders, subcontractors and agents (the "**Florence Representatives**")) against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Florence or any successor to Florence arising out or in connection with

- (a) a breach or alleged breach of the ESA, the *Occupational Health and Safety Act*, the *Human Rights Code*, or any other statute, by Florence arising out of any acts or omissions by the Client, its subcontractors or any other intermediaries; or
- (b) a breach or alleged breach of the ESA, the *Occupational Health and Safety Act*, the *Human Rights Code*, or any other statute, by the Client, its subcontractors or any other intermediaries.

- 21.2 Before a Temporary Worker starts an Assignment, Florence shall advise the Client of the applicable Temporary Worker Fees.

- 21.3 The Client shall at all times comply with its obligations under legislation, including the ESA, the *Occupational Health and Safety Act* and the *Human Rights Code*.

- 21.4 If either party receives an allegation that there has been a breach of the ESA, the *Occupational Health and Safety Act*, the *Human Rights Code*, or other legislation in relation to the assignment of a Temporary Worker to the Client by Florence, it shall provide a copy of that allegation to the other party within 7 days of receipt. The parties shall co-operate with each other in responding to that allegation, which shall include supplying any information which may be reasonably requested by the other party, and complying with any reasonable requests in relation to the contents of any response.

- 21.5 The provisions of this Section 21 shall survive termination of these Terms.

## 22. Limitation of Liability and Client Indemnity

- 22.1 The Client is responsible for making its own arrangements for the insurance of any losses it may suffer under or in connection with or arising out of:

- (a) these Terms (for the avoidance of doubt this include Parts 1 and 2 of these Terms);
- (b) its use of the Platform;
- (c) its assessment and, where applicable, selection of and interaction and dealings with any other Member;



- (d) any Assignment; and
  - (e) the performance of Staffing Services by a Temporary Worker.
- 22.2 NOTWITHSTANDING ANY OTHER PROVISION AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FLORENCE'S (INCLUDING THE FLORENCE REPRESENTATIVES) TOTAL CUMULATIVE AGGREGATE LIABILITY FOR DAMAGES, EXPENSES, COSTS, LIABILITY, CLAIMS OR LOSSES ARISING OUT OF OR RELATED TO THESE TERMS OR FROM THE RELATIONSHIP BETWEEN THE PARTIES EXCEED THE LESSER OF: (i) ONE HUNDRED THOUSAND DOLLARS (CAD\$100,000); AND (ii) AN AMOUNT EQUAL TO THE TEMPORARY WORKER FEES RECEIVED BY FLORENCE FROM THE CLIENT AS PAYMENT HEREUNDER IN THE PREVIOUS SIX (6) MONTHS FOR THE ASSIGNMENTS COMPLETED BY THE RELEVANT TEMPORARY WORKER FOR THE CLIENT, WHETHER ARISING IN CONTRACT, LAW, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY EVEN IF FLORENCE OR THE APPLICABLE FLORENCE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAD KNOWLEDGE OF THE POSSIBILITY OF SAME OR COULD HAVE REASONABLY FORESEEN SAME. FLORENCE AND THE FLORENCE REPRESENTATIVES SHALL NOT BE LIABLE FOR COSTS OF SUBSTITUTE SERVICES. IN NO EVENT WILL FLORENCE OR THE FLORENCE REPRESENTATIVES BE LIABLE IN CONTRACT, LAW, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LAW, FOR ANY LOSS OF PROFITS, SAVINGS, REVENUES, GOODWILL, INFORMATION, USE, DATA, OR OTHER ECONOMIC ADVANTAGE, INCREASED COST OF OPERATIONS OR BUSINESS INTERRUPTION OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF FLORENCE OR THE APPLICABLE FLORENCE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR HAD KNOWLEDGE OF THE POSSIBILITY OF SAME OR COULD HAVE REASONABLY FORESEEN SAME. THE PARTIES EXPRESSLY AGREE THAT THE LIMITATIONS SET FORTH IN THESE TERMS ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION OF FLORENCE'S SUPPLY OF STAFFING SERVICES TO CLIENT, AND THAT SUCH LIMITATIONS SHALL SURVIVE THE DETERMINATION OF ANY COURT OF COMPETENT JURISDICTION THAT ANY REMEDY PROVIDED HEREIN OR AVAILABLE AT LAW FALLS SHORT OF ITS ESSENTIAL PURPOSE.
- 22.3 To the fullest extent permitted by law, Florence and the Florence Representatives shall not be liable to the Client or any third party for:
- (a) any losses arising from the negligent, wrongful, dishonest or fraudulent acts or omissions or misrepresentations made by, or on behalf of, another Member, whether stated or relied upon at the time of Account registration, in a Profile, under or in the performance of an Assignment or otherwise;
  - (b) any losses arising from the theft, destruction, deletion, disclosure or damage of or to any data, information, computer systems, possessions or materials by another Member, whether under or in the performance of an Assignment or otherwise; or
  - (c) any losses of any kind arising from any act, omission, error, mistake, or breach of statutory or professional duty (whether in contract or tort) of any Temporary Worker, whether negligent, fraudulent, wrongful, reckless or otherwise, and whether or not relating to any Assignment or outside of an Assignment.
- 22.4 The Client agrees to indemnify, defend and hold Florence and the Florence Representatives harmless from and against any and all claims, losses, damages, expenses or demands, including reasonable legal and other professional fees and costs (including applicable taxes) incurred in connection with or arising from:



- (a) the Member Content submitted, posted or transmitted through the Platform or to other Members by the Client;
- (b) the Client's use of the Platform in violation of these Terms or in violation of applicable law;
- (c) the unsuitability of a Temporary Worker for an Assignment;
- (d) any employment related claim brought or alleged against Florence caused by or arising out of any act or omission of the Client.

22.5 This Section 22 shall survive termination of these Terms.

### **23. Termination of Terms**

23.1 Subject to any obligations we may owe pursuant to statute or pursuant to any other terms and agreements between us and a Member, our agreement with you under these Terms shall continue unless terminated:

- (a) by us by written notice to you with immediate effect following any breach of these Terms by you which, in our reasonable opinion, is not capable of remedy;
- (b) by us by written notice to you in the event of any breach of these Terms, which is, in our reasonable opinion, capable of remedy and which has not been remedied within 20 days of an earlier written notice requiring you to do so;
- (c) by us by written notice with immediate effect and without liability on our part if we reasonably believe for any reason that: (i) you may not meet your obligations to us under these Terms; or (ii) the information and documents that you provided and/or any details contained in them are misleading, inappropriate or untruthful;
- (d) by either party by written notice to the other party with immediate effect if the other party institutes or if any proceeding is commenced against or affecting the other party: (i) seeking to adjudicate it as bankrupt or insolvent; (ii) seeking liquidation, dissolution, winding up, arrangement, protection, relief or composition of it or any of its property, assets or debt; (iii) making a proposal with respect to it under any law relating to bankruptcy, insolvency, reorganization or compromise of debts or other similar laws; or (iv) seeking to appoint a receiver, trustee, agent, custodian or other similar official for it or for all or part of its assets or property.

23.2 Florence may suspend, deactivate or terminate an Account and access to the Platform in the event of the circumstances arising in Section 23.1.

23.3 Upon termination: (i) all Temporary Worker Fees and other amounts shall become immediately due and payable to Florence at such time; (ii) Client's right to access and use the Platform will be terminated and the Client will immediately cease to use the Platform unless otherwise agreed to by Florence; (iii) the Client shall delivery or destroy all Florence confidential information in its possession, care or control.



# Florence

## Schedule 1

### Supplementary Commercial Terms

The terms and conditions set forth in this Schedule 1 are supplemental to and shall be incorporated into the Florence Canada Ltd. Temporary Worker Platform Terms of Business. If amended, these Supplementary Terms & Conditions shall be effective when signed by an authorized representative of each party set forth below.

Title	Applicable Term
Service Fee & Payment Terms (pursuant to Section 20.1)	18% invoiced weekly and paid via weekly direct deposit
Temp to Perm Fees "Introduction Fee" (Nurses) (pursuant to Section 18)	10% of the gross annual salary agreed to between the Client and Temporary Worker
Temp to Perm Fees "Introduction Fee" (unregulated care provider) (pursuant to Section 18)	10% of the gross annual salary agreed to between the Client and Temporary Worker
Late Payment Charge	Bank of Canada Base Rate from time to time + 8%

Executed by an authorized representative of the parties set forth below on the following date

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**Signatory**

**Date**