

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor and Confidentiality Agreement (this “Agreement”) is entered into as of the date of the last signature below (the “Effective Date”), by and between Michaels of Canada LLC a Nova Scotia corporation, having its principal office at 1300-1969 Upper Water Street Halifax, NS B3J 3R7 (“Michaels”), and _____ having his/her principal office at _____ (“Instructor”). Michaels and Instructor are referred to herein individually as a “Party” and collectively as the “Parties”. For and in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. NATURE OF SERVICES

1.1 Michaels hereby engages Instructor, and Instructor hereby accepts such engagement, as an independent contractor to teach classes in relation to Arts And Crafts, using the materials and teaching methods approved by Michaels (“Services”) at Michaels locations. Instructor shall be responsible for developing the lesson plans and project ideas for the classes, subject to preapproval by Michaels through the online AnyRoad platform. No class is to be scheduled or taught until Michaels has approved the course content, and Michaels reserves the right to reject any class for any reason. Instructor may (but is not required to) bring food and non-alcoholic beverages into the classroom.

1.2 Instructor understands and agrees that Michaels reserves the right to cancel any class where attendance is below a level considered acceptable to Michaels, which is determined by Michaels based upon financial and business considerations. In the event of a cancellation, Michaels will provide prior notice of not less than 24 hours to Instructor.

1.3 The Instructor shall be responsible for any and all expenses incurred in the course of providing the Services, including but not limited to any background check fees and tools or supplies required to teach the class or that must be provided to students in the class. For clarity, Instructor shall be responsible for purchasing and having available any supplies required to teach the class and provide the Services. Where the supplies are sold by Michaels at its retail locations, Instructor shall purchase such supplies from Michaels.

1.4 When performing the Services on Michaels premises or using Michaels equipment, Instructor shall comply with all applicable policies of Michaels relating to business and office/store conduct, privacy and anti-discrimination, health and safety and use of Michaels facilities, information technology, equipment, networks and other resources.

1.5 Upon completion of any class, Instructor shall be responsible for adequate cleaning of the classroom. Michaels may dispose of any items left in the classroom after the class.

1.6 Michaels reserves the right, in its sole and unfettered discretion, to require the Instructor and/or any students to leave Michaels premises at any time, including but not limited to where there occurs any unauthorized or illegal activities, or loud, disruptive or unprofessional behaviour.

1.7 While engaged in the performance of Services pursuant to this Agreement, Instructor shall not perform or provide any other services for Michaels or customers of Michaels. In the event a customer of Michaels requests assistance for anything unrelated to the Services, including in respect of other products or services provided by Michaels, Instructor shall refer such customer to an authorized representative of Michaels for assistance.

2. AGREEMENT; TERM

2.1 Non-Exclusivity Both Parties acknowledge that this Agreement is non-exclusive, in that Michaels may utilize the services of others to perform similar or the same services as Instructor, and Instructor may provide services to others so long as those services are not inconsistent with this Agreement and do not interfere with Instructor's ability to provide the Services pursuant to this Agreement.

2.2 Term Subject to the provisions and conditions of this Agreement, the term of this Agreement (the "**Term**") shall commence on the Effective Date and continue for a period of thirty (30) days, and shall automatically renew for successive thirty (30) day periods until terminated in accordance with Section 9 of this Agreement.

3. FEES AND EXPENSES

3.1 Instructor will determine the fee per student for each class. During the Term, the Instructor shall be entitled to 70% of total class fees, not including applicable taxes, for each class taught. Payment will be made through AnyRoad. If Instructor is required to collect and remit any applicable sales taxes, Instructor shall include such tax(es) in its submission through AnyRoad.

3.2 Michaels will retain 30% of total class fees, not including applicable taxes, from each class taught.

4. RELATIONSHIP OF THE PARTIES

4.1 Instructor is an independent contractor, and this Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between Instructor and Michaels for any purpose. Instructor shall have no authority (and shall not hold his/herself out as having authority) to bind Michaels, and Instructor shall not make any agreements or representations on Michaels behalf without Michaels prior written consent.

4.2 Without limiting Paragraph 4.1, Instructor, as an independent contractor, will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, employee discounts, or any other fringe benefits or benefit plans offered by Michaels to its employees. Michaels is not responsible for withholding or paying any income, payroll, or other federal, provincial or local taxes, making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on Instructor's behalf. Instructor is solely responsible for determining the need for, arranging for and paying premiums or contributions for, any required insurance, including worker's compensation insurance. All payments to Instructor are made by AnyRoad pursuant to the Terms for Teacher Payments Agreement entered into between AnyRoad and Instructor. Instructor shall be responsible for, and shall indemnify Michaels against, all such taxes, premiums or contributions, including penalties, costs and interest. Any persons employed or engaged by Instructor in connection with the performance of this Agreement shall be Instructor's employees or contractors and Instructor shall be fully responsible for them, including making any payment(s) to them for performance of the Services herein. Michaels shall not, and shall have no responsibility to, compensate any employees or contractors of Instructor, and Instructor hereby indemnifies Michaels against any claims made by or on behalf of any such employees or contractors.

4.3 Instructor acknowledges and agrees to direct any and all questions, concerns or comments (other than scheduling and logistics regarding a specific class, or questions arising during a class related to the project being worked on) related to classes to the Local Store Management Team.

4.4 In the event Instructor violates any applicable Michaels policies or procedures, Michaels may terminate this Agreement for a serious reason or material breach and/or remove Instructor from its premises.

4.5 The Instructor may not teach or bring on to Michaels premises, any project that uses power tools, soldering tools, weapons, excessively sharp or dangerous items.

4.6 The Instructor may not use Michaels social platforms to promote or comment on their class.

5. CONFIDENTIALITY

5.1 Instructor acknowledges that Instructor will have access to information that is treated as confidential and proprietary by Michaels, including, without limitation, the existence and terms of this Agreement, trade secrets, technology, and information pertaining to business operations and strategies, customers (including Personally Identifiable Information "PII"), pricing, customer lists, customer telephone numbers and addresses, or other confidential information of Michaels, its Affiliates or their suppliers or customers, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the **Confidential Information**). Any Confidential Information that Instructor develops in connection with the Services, including but not limited to any customer information and PII, shall be subject to the terms and conditions of this Paragraph. Instructor agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of Michaels and any other impacted individual. Instructor agrees not to use any Confidential Information for any purpose except as required in the performance of this Agreement. Instructor shall notify Michaels immediately in the event Instructor becomes aware of any loss or disclosure of any Confidential Information.

"**Affiliate**" means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under common control with, such entity. For purposes of this Agreement, "control" (including the terms "controlled by" and "under common control with") shall mean the power, directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities or otherwise.

6. REPRESENTATIONS AND WARRANTIES

6.1 Instructor represents and warrants to Michaels that:

(a) Instructor has the right to enter into this Agreement, to grant the rights granted herein and to perform fully all of Instructor's obligations in this Agreement;

(b) Instructor's entering into this Agreement with Michaels and Instructor's performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Instructor is subject and Instructor's performance of the Services does not and will not violate or infringe upon the intellectual property right or any other right whatsoever of any person, firm, corporation or other entity;

(c) Instructor has the required skill, experience and qualifications to perform the Services, Instructor shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and Instructor shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner;

(d) Instructor shall perform the Services in compliance with all applicable federal, provincial and local laws and regulations; and

(e) Instructor shall perform the Services with a high level of professionalism which includes dressing professionally, providing excellent service to class participants and store customers, and treating everyone with respect. In the performance of the Services, Instructor shall not discriminate against or harass any participants, store

customers, Michaels employees or any other third parties. While the Instructor may teach at any location, the Instructor agrees that while instructing at Michaels locations, Instructor will only advertise Michaels products and classes taught at Michaels locations. In the event an Instructor does not meet this standard of professionalism, Michaels may terminate this Agreement for material breach and/or remove Instructor from its premises.

6.2 Michaels hereby represents and warrants to Instructor that:

- (a) it has the full right, powers and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

7. INDEMNIFICATION

7.1 Instructor shall indemnify, defend and hold harmless Michaels and its Affiliates, and each of their officers, shareholders, directors, employees and agents (collectively, the "Michaels Indemnified Parties"), from and against any and all third party claims, demands, proceedings, complaints, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including legal and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of the Michaels Indemnified Parties to the extent such Claims relate to, arise out of or result from: (i) any alleged intentional or wilful misconduct or alleged negligence of Instructor, or any Instructor employee or subcontractor, (ii) breach of any provision of this Agreement, including any representation or warranty of Instructor contained in Section 6 above; or (iii) any actual or alleged infringement or misappropriation of any third party's intellectual property rights ("IP Rights") in the performance of the Services. Michaels may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Instructor.

8. INSURANCE

During the Term, Instructor shall maintain in force and effect during the term of this Agreement, all insurance coverages required by law. Instructor shall forward a certificate of insurance verifying such insurance upon Michaels written request, which certificate will indicate that such insurance policies may not be cancelled before the expiration of a thirty (30) day notification period and that Michaels will be immediately notified in writing of any such notice of termination.

9. TERMINATION OF AGREEMENT

9.1 Michaels may terminate this Agreement for any reason or no reason upon providing the Instructor with written notice equal to the lesser of: (1) notice to the end of the Term (including the end of any renewal Term); or (2) ten (10) days' written notice. Instructor may terminate this Agreement for any reason or no reason upon written notice to Michaels, provided that Instructor shall, unless directed otherwise by Michaels, complete any classes that Instructor has committed to teaching as of the time such written notice is provided, and in such case the effective date of termination shall be the date that Instructor completes teaching such classes. Either Party may terminate this Agreement effective immediately for a serious reason in the event that the other Party materially breaches this Agreement.

9.2 In the event of termination pursuant to this Section, Michaels shall pay Instructor any Fees then due and payable for any Services completed up to and including the date of such termination, and Michaels shall have no further liability.

9.3 Upon termination of this Agreement for any reason, or at any other time upon Michaels written request, Instructor shall promptly return to Michaels any and all of its property, including without limitation, equipment, tools, materials, customer lists, and Confidential Information that was used by Instructor while teaching at Michaels. Instructor also shall permanently erase all of the Confidential Information from Instructor's electronic systems (including computers, personal electronic devices and any other storage devices); and certify in writing to Michaels that Instructor has complied with the requirements of this Paragraph.

9.4 The terms and conditions of this Section 9 and Sections 4, 5, 6, 7 and 11, as well as any other provision which, by its nature, is intended to survive, shall survive the expiration or termination of this Agreement.

10. ASSIGNMENT

Instructor shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without Michaels prior written consent. Any assignment in violation of the foregoing shall be deemed null and void.

11. MISCELLANEOUS

11.1 **EXPORT CONTROL.** Instructor shall not export, directly or indirectly, any technical data acquired from Michaels, or any products utilizing any such data, to any country in violation of any applicable export laws or regulations.

11.2 **NO PUBLICITY.** Neither Party will issue a press release, advertisement or public statement, either orally or in writing, concerning the existence of this Agreement or any of the Services, its contents or the transactions contemplated by it without the express written consent of the other.

11.3 **SCOPE OF RIGHTS.** Each of Michaels and its Affiliates will have the right to use the Services for the benefit of itself and its Affiliates and customers.

11.4 **RELATIONSHIP OF PARTIES.** Nothing in this Agreement is intended or will be construed to create or establish any employment, agency, partnership or joint venture relationship between the Parties. The Parties expressly disclaim such relationship, agree that Instructor is acting solely as independent contractor hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. Instructor has no authority to act as agent for, or to incur any obligations on behalf of or in the name of, Michaels or its Affiliates.

11.5 **NO LICENSE OR OTHER IP RIGHTS GRANTED.** Except as specially provided by this Agreement, nothing herein will be construed as granting or conferring, expressly, implied or otherwise, any licenses or other IP Rights which Michaels now owns or may later acquire.

11.6 **SUCCESSORS AND ASSIGNS.** This Agreement will be binding upon, and will inure to the benefit of, the permitted successors and assigns of each Party hereto. Instructor may not assign, delegate or otherwise convey this Agreement, or any of its rights and obligations hereunder, to any other entity without the prior written consent of Michaels, and any attempted assignment or delegation without such consent will be void. Michaels may assign this Agreement to any Affiliate or any successor in interest to all or any part of Michaels operations, so long as the assignee agrees in writing to be bound by the terms and conditions of this Agreement.

11.7 **NOTICES.** All notices, reports and other communications required or permitted hereunder to be given to or made upon either Party in writing will be addressed as provided below and will be considered as properly given if (a) sent by an express courier delivery service which provides signed acknowledgments of receipt; (b) deposited in the certified or registered first class mail, postage prepaid, return receipt requested; or (c) electronic mail. All notices will be effective upon receipt. For the purposes of notice, the addresses of the Parties will be as set forth below; provided, however, that either Party will have the right to change its address for notice hereunder to any other location by giving not less than five (5) days' prior written notice to the other Party in the manner set forth above.

If to Michaels:

Michaels Stores Procurement Company, Inc.
8000 Bent Branch Drive
Irving, TX 75063
Attn: General Counsel
Phone: 972-409-1300

If to Instructor:

11.8 **GOVERNING LAW; INTERPRETATION** This Agreement shall be governed by and construed in accordance with the laws of the province in which the Services are provided, excluding its choice of law provisions. Both Parties hereby consent and submit to the jurisdiction of such province in all questions and controversies arising out of this Agreement. The Parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

11.9 **COMPLIANCE WITH LAW** Each Party agrees to comply with all federal, provincial and local laws and regulations applicable to this Agreement. Each Party represents and warrants that it is qualified to do business in the geographies in which it will perform its obligations under this Agreement, and will obtain all necessary licenses and permits, and satisfy any other legal, regulatory, insurance and administrative requirements, necessary to its performance hereunder.

11.10 **SEVERABILITY** If any one or more of the provisions of this Agreement, or the application thereof in any circumstance, is held to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement will be unimpaired, and this Agreement will continue in full force and effect, unless the provisions held invalid, illegal or unenforceable will substantially impair the benefits of the remaining provisions hereof.

11.11 **ENTIRE AGREEMENT; AMENDMENT** This Agreement and any Exhibits and/or Attachments hereto constitute the entire agreement between the Parties with respect to the subject matter and supersede any prior or contemporaneous agreement or understanding, whether written or oral, if any, between the Parties.

11.12 **LANGUAGE:** The Parties agree that this paragraph 11.12 shall apply to Services provided by Instructor in the Province of Quebec. *Ce contrat a été rédigé en anglais à la demande expresse des deux parties.* / This Agreement has been drafted in English at the express request of both parties.

THE PARTIES HERETO have caused the Agreement to be executed by their duly authorized representatives as of the Effective Date.

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