



Independent Contractors Checklist

| Relevant Factors to be Considered | Yes – IC* | No – EE* |
|--|-----------|----------|
| (* “IC”= Independent Contractor; “EE” = Employee) | | |
| 1. Did the Company specifically recruit for a contractor as opposed to using traditional recruitment practices for hiring employees? | | |
| 2. Does the contractor have the ability to negotiate the terms of the contract, including remuneration? | | |
| 3. Does the contractor have an existing business? | | |
| 4. Does the contractor have a registered business name? | | |
| 5. Does the contractor have a GST number and charge GST? | | |
| 6. Does the contractor maintain separate offices from the Company? | | |
| 7. Does the contractor have a WSIB independent contractor certificate? | | |
| 8. Does the written contract between the contractor and the Company clearly provide that the contractor is independent and not an employee of the Company? | | |
| 9. Will the contractor hold him/herself out as independent during the term of the contract (as opposed to being held out as a representative of the Company)? | | |
| 10. If the contractor is required to carry business cards, are those cards the contractor’s as opposed to the Company’s? | | |
| 11. Is the contractor exempt from the Company’s employee policies and procedures (i.e. performance evaluations, discipline, vacation, sick leave, overtime, hours of work, statutory holidays, pension)? | | |
| 12. Is the contractor responsible for his/her own insurance benefits, WSIB premiums (or alternative disability coverage), liability insurance and income tax remittances? | | |
| 13. Is the contractor free to set his/her own hours? | | |

CRAWFORD CHONDON & PARTNERS LLP

24 QUEEN ST. EAST, SUITE 500, BRAMPTON, ON L6V 1A3
T 905 874 9343 x 224 1 877 874 9343 F 905 874 1384
E scrawford@ccpartners.ca www.ccpartners.ca

| Relevant Factors to be Considered | Yes – IC* | No – EE* |
|---|-----------|----------|
| 14. Is the contractor free to perform his/her services without supervision and training from the Company? | | |
| 15. Is the contractor free to decline assignments from the Company without losing the contract? | | |
| 16. Can the contractor work for competitors? | | |
| 17. Can the contractor hire his/her own employees to perform the services contracted with the Company? | | |
| 18. Can the contractor perform services for other clients as opposed to being required to devote his/her entire efforts exclusively to the Company? | | |
| 19. Is the contractor responsible for tracking and recording his/her hours worked and invoicing the Company for services rendered? | | |
| 20. Will the contractor be paid by the Company in a manner consistent with other suppliers of services as opposed to the way in which employees are paid through a payroll service? | | |
| 21. Is the contractor responsible for his/her own expenses (i.e. gas, auto, insurance, meals, equipment, accommodations, bookkeeping)? | | |
| 22. Is the contractor responsible for his/her own advertising? | | |
| 23. Does the contractor do any advertising to promote his/her business? | | |
| 24. Is the contractor responsible for providing the equipment required to perform the services? | | |
| 25. Does the contractor have the opportunity to profit or risk loss through the management of his/her business and the contract with the Company? | | |
| 26. Does the contractor have any responsibility for investment and management in his/her business? | | |