

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the „Agreement“) dated this _____ day of _____, _____ between:

_____ (the “Client”)

and:

_____ (the “Contractor”).

BACKGROUND

A. The Client is of the opinion that Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledge, the Client and the Contractor (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

1. SERVICE PROVIDED

The Client hereby agrees to engage the Contractor to provide the Client with the following services (“the Services”): _____

The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

2. INDEPENDENT CONTRACTOR

This Agreement does not create a partnership or joint venture between the Client and the Contractor.

The Contractor must not act in any way other than as an independent contractor of the Client.

3. PAYMENT

In consideration for the services to be performed by the Contractor, the Client agrees to pay the Contractor _____ for the completion of Services performed. The Services provided by the Contractor shall be completed by _____, _____. The Client will be invoiced when the Services are complete. Invoices submitted by the Contractor of the Client are due within _____ day of receipt.

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the payment to the date of termination provided that there has been no breach of contract on the part of Contractor.

4. TERM OF AGREEMENT

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

5. TERMINATION

Either party may terminate this Agreement at any time by seven days written notice to the other party. Termination prior to the expiry date by the Client will only have legal effect upon payment to the Contractor of _____ weeks average invoice payments as liquidated damages. The client agrees to give the Contractor _____ weeks notice if the Agreement is not to be renegotiated at expiry.

6. REIMBURSEMENT OF EXPENSES

The Client will be required to pay the Contractor within _____ days of any Expense after receiving an itemized expense statement from the Contractor. Upon request by the Client, the Contractor may have to show any receipt(s) or proof of purchase for said Expense(s).

7. RETURN OF PROPERTY

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

8. CONFIDENTIAL INFORMATION

The parties agree that confidential information (the "Confidential Information") disclosed to the other party remains at all times confidential and each party indemnifies the other in respect to all loss, damage, claim, liability, cost or expense suffered by the discloser arising from any breach of this Agreement.

The Contractor shall not disclose and shall use its best endeavours to prohibit and prevent the unintentional disclosure of any confidential information concerning the business, strategic plan, methodologies or any other interests of the Client which may come to its knowledge.

The Client acknowledge that the methodology and materials of the Contractor, unless in the public domain, are to remain confidential to the Contractor unless otherwise specifically agree in writing.

9. INTELLECTUAL PROPERTY

All intellectual property and related material, including any trade secrets, moral right, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

10. NOTICE

Unless otherwise specified in the Agreement or documents collateral to this Agreement, all notices or communications of a contractual nature given in relation to this Agreement by either party to the other party shall be in writing and delivered to the Parties at the following addresses:

- a. The Contractor to: _____
- b. The Client to: _____

11. INDEMNIFICATION

The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

12. GOVERNING LAW

This Agreement will be governed by and constructed in accordance with the laws

13. HEADINGS

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

14. SEVERABILITY

This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

15. WAIVER

Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

16. MODIFICATION OF AGREEMENT

No modification of this Agreement shall be valid unless in writing and executed by both Parties.

17. ADDITIONAL TERMS AND CONDITION

IN WITNESS OF THIS AGREEMENT the parties have executed this Agreement in duplicate on the date set out at the head of the Agreement.

Name of Contractor

Signature of Contractor

Date

Name of Client

Signature of Client

Date