Independent Contractor Agreement

This Independent Contractor Agreement dated Date (the "**Agreement**") is entered into by and between:

CUSTOMIZER: Formal Legal Company Name, and all of their wholly-owned or controlled subsidiary companies, corporations, limited partnerships and other organized and affiliated entities, having an office at CUSTOMIZER: Company address, and incorporated pursuant to the laws of CUSTOMIZER: Company jurisdiction, doing business as "CUSTOMIZER: Insert your short informal Company Name.", and CUSTOMIZER: Insert description of the company Example: Produces, Manufactures, Provides.... ;

("**Company**")

AND:

Contracting Company Legal Name if applicable or independent contractor name having an address at Contractor/contracting company address, providing the professional services of Name of specific individual who will be providing the services (i.e., the "key person");

("**Contractor**")

The Contractor and the **Company** are together known as "the **Parties**".

WHEREAS the Company wishes to engage the Contractor to provide certain services and the Contractor has agreed to provide such services on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. Relationship of the Parties

1.1 The Company hereby engages the Contractor as an independent contractor to provide the services as indicated in SCHEDULE A of this Agreement. ("**Services**").

1.2 As a result of providing the Services, the Contractor may create certain work product (the "Work Product").

1.3 The relationship between the Contractor and the Company is an arms-length independent contractor relationship. The Contractor will at all times be an independent contractor and free to set their own hours of work, except for attendance at scheduled meetings, and will have control over the manner work is performed.

1.4 If applicable, the Contractor will provide the supplies and equipment required to perform the Services at Contractor's own expense as indicated in SCHEDULE A of this Agreement.

1.5 The Contractor agrees that the Contractor is not an employee, servant or agent of the Company and no partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or by any action of the Parties under this Agreement and the Contractor will not represent themselves to have or be in any such relationship with the Company, unless otherwise approved by the Company.

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1.6 The Contractor hereby covenants and agrees to indemnify and save harmless the Company from any and all damages, penalties, interest, costs (including but not limited to legal expenses) and liabilities of any kind or nature whatsoever:

1.6.1 For deductions and remittances of all income tax due from the Contractor and, if applicable, their employees. The Contractor will be responsible and liable for payment to the proper authorities of all legislated insurance premiums and contributions, including CUSTOMIZER: Insert requirements for your jurisdiction, example CPP, EI remittances, and all other employment expenses in relation to the Contractor or any of their employees.

1.6.2 As a result of the Company not making any statutorily required source deductions on payments to the Contractor.

1.6.3 For additional tax, interest and penalties, if any are assessed against the Company as a result of errors in the Contractor's invoicing calculations or procedures.

1.7 Neither the Contractor nor their employees or agents, if any, will be entitled to current or future rights or privileges applicable to the Company's employees including, but not limited to, liability insurance, group insurance, medical insurance, stock options, incentive payments, pension plans, statutory holidays, paid vacation, paid time off due to illness, and other benefit plans.

1.8 Concurrently with their execution of this Agreement, the Contractor agrees to provide the Company with notice in writing of their CUSTOMIZER: Insert applicable jurisdiction tax, example: GST registration number or, in the alternative, with a written declaration that the Contractor is exempt from CUSTOMIZER: Insert applicable jurisdiction tax, example: GST registration and remittances.

1.9 The Contractor will, at their own expense, and without limiting their obligations for liability under this Agreement, obtain and maintain current and up-to-date insurance coverage during the Term of this Agreement appropriate to the Services being provided and as may otherwise be required by law, including, but not limited to, workers' compensation insurance and errors and omissions liability insurance covering the performance of the Services. Such insurance coverage shall have limits and terms reasonably satisfactory to Company, and Company may require Contractor to provide the Company with a certificate of insurance evidencing such coverage.

1.10 The Contractor will have no authority to enter into, incur, make, change, enlarge or modify any contract, liability or agreement, obligation, representations, guarantee, warranty or commitment on behalf of the Company, unless a specific, written authorization to do so has been provided in advance by CUSTOMIZER: Insert Company's authorized Representative's Title (not name) EXAMPLE: CEO.

1.11 The Contractor will comply with all applicable municipal, CUSTOMIZER: Insert the words 'state' or 'provincial', and federal laws.

2. Services

2.1 The Contractor agrees to provide the Services set out in SCHEDULE A and such other services as may be agreed by the Parties from time to time.

2.2 The Contractor will take direction for their Services from the Company liaison as set out in SCHEDULE A. ("**Primary Company Liaison**").

3. Key Person Sub-contracting and Assignment

3.1 If applicable and without substitution, the Contractor will assign the individual indicated in SCHEDULE A to perform all Services under this Agreement. ("**Key Person**").

3.2 This Agreement may not be assigned, nor may performance of the Services be subcontracted by Contractor without the prior written consent of the Company, which consent the Company may in its absolute discretion withhold. If such consent is granted, no sub-contract entered into by the Contractor will relieve the Contractor from any of their obligations pursuant to this Agreement or impose any obligation or liability upon the Company to any such sub-contractor.

3.3 The Contractor will not assign this Agreement, or any of their rights under this Agreement.

3.4 The Company may assign this Agreement without notice to the Contractor.

4. Term

4.1 This Agreement is effective for the period set out in SCHEDULE A, unless terminated earlier in accordance with "Section 6". ("**Term**").

5. Fees, Expenses, Billing, Records

5.1 In exchange for the Services, the Company will pay to the Contractor the fees and will reimburse the expenses as set out in SCHEDULE A. ("**Fees & Expenses**").

5.2 The Contractor will keep regular and accurate records of all activities, hours spent and expenses incurred in performing the Services and the Contractor will provide the Company with invoices and records as set out in SCHEDULE A. ("**Records**").

5.3 In the event that the Contractor is unable or unavailable to carry out the Services for any reason, the Contractor will not be entitled to fees or expenses during the period of inability or unavailability or for not creating the Work Product.

5.4 The Contractor invoices shall be payable by the Company within CUSTOMIZER: Example - 30 days of receipt of invoice.

5.5 The Company may at any time offset any amounts owed by the Contractor to the Company against any and all amounts payable by the Company to the Contractor.

5.6 Upon request by the Company, the Contractor will provide the Company with sufficient access to their applicable books and records for the purpose of verifying the accuracy of the invoices and expenses submitted by the Contractor to the Company. Should such review reveal an over-charge, the Contractor will refund the amount of the over-charge and, if the over-charge is more than five percent (5%) of the fees payable to the

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Contractor for the relevant Services, the Contractor will also reimburse the Company for any fees and costs incurred in connection with the review.

5.7 The Contractor will permit the Company at all reasonable times to inspect, review and copy all records, findings, data, specification, drawings, working papers, reports, documents and material, whether complete or otherwise, produced, developed, received or acquired by the Contractor as a result of this Agreement and to determine whether the Work Product meets the expectations of the Company.

6. Termination

6.1 This Agreement may be terminated by either Party upon CUSTOMIZER: Insert your standard termination notice period: Example four (4) weeks prior written notice being given to the other Party. ("**Notice Period**").

6.1.1 The Company will determine if the Contractor will provide Services during the entire Notice Period, a portion of the Notice Period, or not at all during the Notice Period. The Company will pay for fees normally owing during the Notice Period.

6.1.1.1 Services that are not provided by the Contractor during the Notice Period shall be paid for by the Company for the Notice Period will be calculated using the average of the Contractor's invoices during the Term.

6.1.1.2 If the Contractor provides Services during the Notice Period, the Contractor will do so in good faith.

6.2 The Notice Period does not apply and will not be provided or paid as follows:

6.2.1 Notwithstanding any other provision of this Agreement and in addition to any other remedy or remedies available to the Company, the Company may terminate this Agreement immediately without a Notice Period upon a fundamental or material breach by the Contractor of this Agreement and the Staff Policies by providing the Contractor with written notice of immediate termination. When such option is exercised, the Company will be under no further obligation to the Contractor except to pay to the Contractor fees and expenses for Services rendered and reimbursable expenses incurred to the date the said notice is provided to the Contractor.

6.2.2 In the event that the Contractor is unexpectedly unable to provide the Services due to unforeseeable circumstances and terminates this Agreement without providing a Notice Period, the Company will pay the Contractor for their billed Services up to the end of the last day Services were rendered. The Company reserves the right to be provided with documentation to verify the reasonable and unforeseeable circumstances to preclude their requirement to provide a Notice Period.

6.3 In the event that the Contractor is deemed an employee by regulatory bodies, notice provided to the Contractor will not exceed the notice required as set out in CUSTOMIZER:

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Include the Employment Standards body in your jurisdiction. This is the only notice or payment in lieu of notice the Contractor will receive in such an instance.

7. Code of Conduct and Performance

7.1 The Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry for the same or similar services.

7.2 The Contractor will make every reasonable effort to ensure that all Services provided by the Contractor will be free from defects in material and workmanship.

7.3 The Contractor will act honestly and in good faith in what the Contractor reasonably believes to be in the best interest of the Company and exercise the degree of care, diligence and skill that a reasonably prudent service provider would exercise in comparable circumstances.

7.4 The Contractor will use their best efforts to promote the interests and welfare of the Company in relation to the Services.

7.5 The Contractor may provide Services to other entities but not so as to interfere with the provision of the Services.

7.6 The Contractor represents that the Contractor has no agreements with or obligations to others in conflict with their obligations to provide the Services.

8. Staff Policies

8.1 The Contractor has received from the Company a copy of the current version of the Staff Policies Manual dated INSERT: Date of current Staff Policies Manual (the "**Manual**").

8.2 The Contractor has read and understands the policies in the Manual ("**Staff Policies**") and the Contractor will be bound by those Staff Policies to the extent the Staff Policies are applicable to an independent contractor as set out in the Manual.

8.3 The Company may, from time to time, amend, alter, or delete policies or topics included in the Manual in order to meet its business needs or adhere to changing legislation, and the Contractor agrees that upon receiving notice of such changes, their engagement with the Company will be governed by such revised policies.

8.4 If the Contractor does not understand any of the information included in the Manual, the Contractor can discuss any questions the Contractor may have with CUSTOMIZER: Insert Title, not name of the individual prior to signing and returning this Agreement.

8.5 The Contractor understands that failure to adhere to Staff Policies may result in immediate termination of this Agreement with the Company without a Notice Period.

8.6 It is the Company's intention to be compliant with the law throughout the Manual and in the event that something in the Manual conflicts with federal or provincial laws, those laws will govern.

8.7 In the event of an inconsistency between the terms in the Manual and this Agreement, the terms of this Agreement will prevail.

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9. **Other Company Policies**

9.1 In addition to Staff Policies, the Contractor will adhere to all other policies and procedures established by the Company.

10. Prior Developments

10.1 A complete list of the Contractor's prior work or developments are set out in SCHEDULE B.

11. Indemnification & Limitation of Liability

11.1 The Contractor will indemnify and hold the Company and its partners, directors, officers, employees, agents and contractors harmless from and against all claims, actions, liabilities, damages, losses, awards, judgments, settlements, proceedings, demands and expenses (including reasonable legal fees) in respect of personal injury, including death, or loss of, damage to, tangible property or loss of data related to, arising out of or in connection with their provision of Services under this Agreement.

11.2 In no event will the Company be liable to the Contractor under this Agreement or under any principle of law or equity, whether based upon contract, tort, unjust enrichment or otherwise, for any amount exceeding the Fees and Expenses paid or provided to the Contractor under this Agreement.

12. Notices

12.1 Any notices required by this Agreement will be in writing by email.

12.1.1 Emails to the Contractor from the Company will be sent to Insert Name of Contractor (not key person if different) at Insert contractor (not key person) email address .

12.1.2 Emails to the Company from the Contractor will be sent to CUSTOMIZER: Insert name of contractual authority at CUSTOMIZER: Insert email address.

("**Email Notices**")

12.1.1 The Parties will reply to Email Notices within 7 business days to provide confirmation of receipt. If such confirmation of receipt is not received within 7 business days, the notice will be delivered by signed courier to the Party's address shown on page 1 of this Agreement.

13. General

13.1 This Agreement constitutes the entire agreement between the Parties and together supersedes any and all prior agreements or understandings, oral or written, between the Parties hereto pertaining to the subject matter covered by this Agreement, and any such prior agreements are hereby terminated and cancelled.

13.2 The invalidity, illegality, or unenforceability of any section or provision in this Agreement shall not in any way affect or impair the validity, legality, or enforceability of the remainder of the Agreement.

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13.3 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

13.4 This Agreement will be governed by and interpreted in accordance with the laws of CUSTOMIZER: Insert Jurisdiction - State or Province and the Federal laws of CUSTOMIZER: Insert Country applicable therein.

13.5 Any amendments to this Agreement must be in writing and signed by both Parties.

13.6 The Parties agree that any dispute that arises with respect to the application or interpretation of this Agreement will be reviewed in the following manner:

13.6.1 By discussion between the Parties;

13.6.2 If the Parties are unable to resolve their disagreement by discussion, by way of mediation; and

13.6.3 If the Parties are unable to resolve their disagreement by way of discussion or mediation, it will be determined by way of binding arbitration, conducted in accordance with the Arbitration Act of CUSTOMIZER: Insert jurisdiction.

13.7 The Contractor acknowledges that the Company has provided them with a reasonable opportunity to obtain independent third-party advice with respect to the contents, terms, and effects of this Agreement and that the Contractor has either obtained such advice prior to executing this Agreement or has willingly chosen to execute this Agreement without having obtained such advice; that the Contractor signs this Agreement as a free act.

13.8 Time will be of the essence in this Agreement.

13.9 This Agreement may be signed in as many counterparts as may be necessary, or by facsimile, or by other electronic means producing a printed copy, or by the Parties' reply email, each of which when so executed will be deemed to be an original, and such counterparts, facsimiles or other electronic copies and acceptance of this Agreement will together constitute one and the same Agreement. The Parties acknowledge and agree that in any legal proceedings between them relating in any way to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

13.10 No consent or waiver, express or implied, by the Company of any breach or default by the Contractor hereunder will be deemed or construed to be a consent or waiver to or of any other breach or default by the Contractor.

13.11 In the event that legal action is instituted to enforce or interpret this Agreement, each Party shall be responsible for its own costs and legal fees.

13.12 This Agreement offer **expires end of day on** Insert expiry date: No less than 3 full business days.

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Company

CUSTOMIZER: Insert Company Legal Name per:

Signature Date

Authorized Signatory

Name of Authorized Signatory | Title of Authorized Signatory

CONTRACTOR

Contractor Name & company if applicable per:

Signature Date

Witness

Witness Name, Address, & Phone Number (Please print legibly)

Witness Signature Date

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SCHEDULE A

1. The Term

1.1 The provision of the Services by the Contractor to the Company will commence on Insert Start Date 1. and end on Insert End Date *or 2.* be for an indefinite period except as indicated in "Section 6".

2. The Services

2.1 Contractor agrees to provide Services required by the Company as follows:

2.1.1 Services may include:

2.1.1.1 For general services where results are unknown. Example: Transactional HR Services

2.1.1.1.1 More Details

2.1.1.1.2 More Details

2.1.1.2 For general services where results are unknown. Example: Transactional HR Services

2.1.1.2.1 More Details

2.1.1.2.2 More Details

2.2 Except in the case of significant unforeseen circumstances or scheduled absences, the Contractor will provide Services for a minimum of EXAMPLE: 20 and a maximum of EXAMPLE: 25 hours per week normally delivered as follows.

2.2.1 **7 hours per day:** Tuesdays and Thursday on Company-premises

2.2.2 **6 hours per week:** Outside **Company**-premises

(the "**Schedule**")

2.2.3 The Schedule may be revised to provide flexibility based on Company requirements when mutually agreed-upon by email by both Parties.

2.2.4 Services that average 20 hours a week or add up to less than or equal to 40 hours in any bi-weekly period, does not constitute an amendment to the Schedule.

Or if project related

2.3 Contractor agrees to complete the following Services as per noted timelines:

2.3.1 EXAMPLE: Employee Manual by Date including:

2.3.1.1 EXAMPLE: Includes a minimum of 50 topics that represent minimum requirements to protect the Company as well as required HR best practices;

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2.3.1.2 EXAMPLE: Employee Manual Acknowledgment Form.

2.3.2 EXAMPLE: Employment Contract Agreement Template by Date including

2.3.2.1 EXAMPLE: Compliant employment agreement with placeholder clauses for Commission, part time, fixed-term and executive employees by Date;

2.3.2.2 EXAMPLE: Includes sign off clauses of conduct policies by Date.

2.3.3 Be as specific as possible. The more detail, the better by Date including:

2.3.3.1 Be as specific as possible. The more detail, the better by Date;

2.3.3.2 Be as specific as possible. The more detail, the better by Date.

3. Fees and Expenses

3.1 In exchange for the Services, the Contractor will be paid:

3.1.1 $ .00 Enter currency funds per hour/day/week/month/project, plus CUSTOMIZER: Insert applicable (VAT) tax based on jurisdiction, if applicable.

Or if project related

3.1.2 $ .00 Enter currency funds, plus CUSTOMIZER: Insert applicable (VAT) tax based on jurisdiction, if applicable, upon successful completion and sign off from Company Liaison of Section Refer to clause for specific service or result that represents a milestone for payment.

3.2 The Company will reimburse the Contractor for **pre-approved** expenses, provided the expenses are supported by original receipts/invoices. Parking, travel time, and mileage will not be reimbursable.

4. Records

4.1 The following forms have been provided to the Contractor by the Company and will be completed by the Contractor to reflect their time expended to provide the Services. These weekly forms will be submitted to their Primary Company Liaison every Monday:

4.1.1 Contractor Weekly Timesheet, which provides details of their hours for week;

4.1.2 Weekly Status Report Form, which provides a weekly summary of their results and accomplishments, and documents any challenges the Contractor may have that impedes the progress of their ongoing provision of Services.

4.2 The Contractor will email their Primary Company Liaison and attach the following documents every second Monday:

4.2.1 Their bi-weekly invoice dated every second Monday for the Services provided during the preceding 14 days - beginning on a Monday and ending the Sunday before the date of the invoice;

4.2.2 Any pre-approved expenses and scanned receipts for the period;

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4.2.3 Two (2) completed "Contractor Weekly Timesheet" that relate to the bi-weekly period of the invoice;

4.2.4 Two (2) completed "Weekly Status Report" that relate to the bi-weekly period of the invoice.

5. Key Person

5.1 Name of individual the Company insists will provide the Services - particularly if the Agreement is with a legal entity or business will be assigned to perform all Services under this Agreement.

6. Primary Company Liaison

6.1 The Contractor will take direction relating to the provision of their Services to the Company from Insert title, not name of individual.

7. Supplies

7.1 When Contractor is providing Services on Company premises, the Company will provide Contractor with a desk, telephone, internet connection, and Contractor will provide laptop. All work will be backed up on the Company's server.

7.2 When Contractor is providing Services outside of Company premises, they will supply the labor, supplies, and equipment necessary to provide the Services at its own expense, including: office space, desktop computer, laptop, internet connection, printers, phone, shredder, backup services, file sharing subscription, software, anti-virus software.

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Schedule B

The following is a complete list of any of the Contractor's prior work or developments, or inventions which the Contractor developed alone or jointly, conceived or reduced to practice or caused to be developed, conceived or reduced to practice prior to the Contractor's engagement by the Company and which may be applicable to or relate in any way to the Company's business ("***Prior Developments***").

Any Prior Developments listed below are exempt from the provisions set out in the **Intellectual Property** policy in the Staff Policies Manual.

If nothing is listed in the table in Schedule B, the Contractor represents that the Contractor has made no Prior Developments as of the date of this Agreement.

1.
2.
3.
4.
5.
6.

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