

Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made and entered into by the undersigned parties: _____ (known as the “Company”) and _____ (known as the “Contractor”).

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall begin on _____ and continue until _____, unless terminated earlier as set forth in this Agreement. The term of this Agreement may be extended by mutual agreement between the parties.

2. Services

The Contractor will provide the following services:

Complete Admin, Office & Paralegal work as agreed upon based on a day by day and task by task basis with a basic running agreement between Apex Law Service Representative and Independent Contractor with respect to the amount of time the task &/or set of tasks should take and in what manner the tasks should be completed.

The Contractor shall take direction from _____ or as directed by Company’s Board of Directors. Additional services or amendments to the services described above may be agreed upon between the parties.

3. Compensation

Subject to providing the services as outlined above, the Contractor will be paid the sum of \$_____ per ***day/week/month/upon completion of the services***, plus GST. The Company will be invoiced ***weekly/biweekly/monthly/upon completion of the services***, with payment due within _____ business days of receipt of the invoice.

4. Relationship

The Contractor will provide the Contractor’s services to the Company as an independent contractor and not as an employee.

Accordingly:

- The Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Company to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor also agrees to indemnify the Company from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.
- The Contractor is free to provide services to other clients, so long as such other clients are not in competition with the Company and so long as there is no interference with the Contractor’s contractual obligations to the Company.

- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

5. Entire Agreement

This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

10. Governing Law and Principles of Construction.

This Agreement shall be governed and construed in accordance with California law. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

COMPANY REPRESENTATIVE

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____