

GENERAL SERVICE AGREEMENT

This GENERAL SERVICE AGREEMENT (the "Agreement") is dated this _____ day of _____, 20____.

CLIENT	CONTRACTOR
(the Client)	(the Contractor)

BACKGROUND

- A. The Client is of the opinion that the 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.
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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 acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this agreement) agree as follows:

____ SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
 - _____
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services.

TERM OF AGREEMENT

3. The term of the Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until _____, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate the Agreement, prior to _____, that Party will be required to provide 10 days written notice to the other Party.

PERFORMANCE

5. The Parties agree to do everything necessary to ensure all the terms of this Agreement take effect.
6. The Parties agree that all work will be done remotely unless it is absolutely necessary for the Contractor to be on site.

CURRENCY

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

COMPENSATION

8. The Contractor will charge the Client for the Services at the rate of \$_____.00 per hour (the "Compensation").
9. A non-refundable deposit of \$500.00 (the "Deposit") is payable by the Client upon execution of this Agreement. The Deposit will be counted against the first invoice.
10. Statutory Holidays are to be paid as a normal workday, but the Contractor will be allowed time off.
11. For the remaining amount, the Client will be invoiced every Friday, and payable the following Friday (Net 7 days).
12. The compensation as started in this Agreement does not include GST, or other applicable duties as required by law. Any GST required by law will be charged to the Client in addition to the Compensation.

REIMBURSEMENT OF EXPENSES

13. The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services. The Contractor will only be reimbursed for expenses submitted according to the following guidelines:
 - The Contractor will be reimbursed for all travel expenses at the rate of 58¢ per kilometer.
 - If the Contractor is required to use cellphone for work, the Client will pay the monthly bill of \$75.00 + GST.

PENALTIES FOR LATE PAYMENT

14. A late payment charge for each invoice not paid on the Friday (Net 7 days) following the week of work, under the Agreement, will incur a \$25 penalty per day.

CONFIDENTIALITY

15. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered private or proprietary to the Client and that is not generally known and where the release of that Confidential information could reasonably be expected to cause harm to the Client.
16. The Contractor agrees that they will not disclose, divulge, reveal, report or use for any purpose and Confidential information which the Contractor has obtained, except as authorized by the Client and that is not generally known and where the release of that Confidential information could reasonably be expected to cause harm to the Client.

17. All written and oral information and material disclosed or provided by the Client to the contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

OWNERSHIP OF INTELLECTUAL PROPERTY

18. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, 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.
19. The contractor may not use the Intellectual Property for any purpose other than that contract it for in 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.

RETURN OF PROPERTY

20. 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.

CAPACITY/INDEPENDENT CONTRACTOR

21. In providing the services under this Agreement it is expressly agreed that the Contractor is acting as an Independent Contractor and not as an employee. The Contractor and the Client acknowledged that this agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

RIGHT OF SUBSTITUTION

22. Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.
23. In the event that the contractor hires a subcontractor:
 - the Contractor will pay the sub-contractor for its services and the compensation will remain payable by the Client to the Contractor.
 - for the purposes of the indemnification clause of this Agreement, the sub-contractor is agent of the Contractor.

AUTONOMY

24. Except as otherwise provided in this agreement, the Contractor will have full control over working time, methods, and decision making in relation to the provision of the Services in accordance with the agreement. The Contractor will work autonomously not at the direction of the Client. However, the Contractor will be responsive in the reasonable needs and concerns of the Client.
 - Sick days by the contractor will not be charged to the Client.
 - In the event of emergency time off the Client will release the Contractor from his duties for that day.
 - Anytime lost in the event of emergency will not charged to the Client.

EQUIPMENT

25. Except as otherwise provided in this Agreement, the Contractor will provide at the Client's expense and will be reimbursed for, any and all tools, machinery, equipment, raw materials, supplies, work where at any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

26. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

27. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

A. For the Contractor,

C/O John Williamson
6-1290 Amazon Drive
Port Coquitlam, B.C.
V3B 7Z8

B. For the Client,

Or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

28. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs or anytime or amount whatsoever, which result from or arise out of many not or mission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.

29. This indemnification will survive the termination of this agreement.

MODIFICATION OF AGREEMENT

30. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

TIME OF THE ESSENCE

31. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

32. The Contractor will not voluntarily, or by the operation of law, assigned or otherwise transferred its obligations under this Agreement without the prior written consent of the Client.

ENUREMENT

33. This agreement will ensure the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

_____ TITLES / HEADINGS

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

_____ GENDER

35. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

_____ GOVERNING LAW

36. This Agreement will be governed by and construed in accordance with the laws of the province of British Columbia.

_____ SEVERABILITY

37. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this agreement.

_____ WAIVER

38. The waiver by either Party of a breach, default, delay or emission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this _____ day of _____, 202__.

------(Client)

------(Contractor)