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Independent contractor agreement canada template

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If you choose to hire an independent contractor, let them sign an independent contractor agreement to make sure all parties clearly select their duties as well as the terms of the contract. Conditions may vary greatly from contractor to contractor. You can hire a lawyer to review or work out your independent contractor agreement, especially with respect to restrictive covenants. If you're using a template, such as the downloaded sample below, review it carefully to make sure no additions or amendments are needed. Download sample template of independent contractor contract Document below is a model template of an independent contractor contract. It is designed for startups to download and use. Download sample independent contractor agreement Read more: Hiring as a startup: Employee or independent contractor? This document is intended for informational purposes and illustrations of the diversity of only written agreements. The Draft Sample Agreement shall not be liable for the contents of this document or for any actions or inactions taken as a result of this. It should not be used or relied upon for any purpose, does not present a recommendation or approval and is not a substitute for professional legal advice. No professional relationships are implied or otherwise established by reading this document. You should always seek advice from your legal professional before taking any action or omission. Website: www.sec.gov EX-10 3 ex10_2.htm INDEPENDENT CONTRACTOR AGREEMENT BETWEEN FIRST SOURCE DATA, INC. AND ANOMA ALWIS THIS AGREEMENT IS CONCLUDED, ENTERED INTO AND ENTERED INTO FORCE AS OF MAY 1, 2006. BY AND BETWEEN: First Source Information Inc. Company Duly Registered under Nevada State Law (Company) I: Anom Alvis of 609-1530 Victoria Avenue, North York, Ontario, Canada, M1L 4R9 (Consultant) NOW Given the mutual covenants and agreements further contained for other good and valuable consideration (receipt and sufficiency of which is recognized by each party) , the parties agree as follows: ARTICLE 1: SERVICES AND PAYMENT 1.1. Company A consultant as an independent contractor to provide the services described in the A schedule attached to it (the Services), and the Consultant agrees to the performance of such Services. 1.2. The Company will pay the Consultant the fees specified in Schedule A (Fees), in full payment and reimbursement for the provision of the Services and for the necessary expenses incurred in this regard, in the manner and time set in the schedule A attached to it, and the Consultant will accept such fees and expenses as full payment and reimbursement as set forth above. ARTICLE 2: TERM AND TERMINATION 2.1. This Agreement begins with the date specified on the first page and terminates on April 30, 2007, unless terminated prior to this date under this Article 2 (the Term). 2.2. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by any party that gives, at any time, and for any reason, thirty (30) days prior to the written notification of termination to the other party, and if this Agreement is so terminated, the Company will, in accordance with the Independent Contractor Agreement Page 1 of 11 has no further obligations to the Consultant, other than to pay the Consultant such fees and costs as a Consultant may be entitled to receive the Services provided to date when this Agreement is so terminated. 2.3. Notwithstanding any other provision of this Agreement, unless: (a) the Consultant complies with any provision of this Agreement; or (b) any representation or warranty made by the Consultant in this Agreement is untrue or incorrect; or (c) The Consultant breaches any covenant in this Agreement, furthermore, to any other remedies or remedies available to the Company, the Company may at its sole discretion and option terminate this Agreement immediately upon written notice of the Consultant's termination, and if such option is exercised, the Company will not be under any further obligation to the Consultant other than to pay the Consultant such fees and expenses as a Consultant may be entitled to receive services provided on the date when this Agreement is so terminated. 2.4. Notwithstanding any other provisions of this Agreement, provisions of Articles 3.3, 3.4, 4.3, 6.2, 6.3, 6.4, 7.3, 8.1, 8.2, 8.3 and 11 of this Agreement and all obligations of each party accrued prior to the date of incursion of this Agreement, which are of a long nature, survive after termination or expiration of this Agreement. ARTICLE 3: INDEPENDENT CONTRACTOR 3.1. The Consultant will be an independent contractor, not an employee, employee or agent of the Company, but it is recognized that to the extent that the provisions of this Agreement will lead to the establishment of agent relationships to allow the Consultant to perform certain Services on behalf of the Company, then the Consultant, in this context, will be an agent of the Company. as it may be. 3.2. The Company may from time to time to give such instructions to the Consultant, as he considers it necessary due to the nature of the Services, which the consultant is obliged to provide, what instructions will be followed by the Consultant, but the Consultant will not be subject to the Company's control over the way in which such instructions are carried out. 3.3. The Consultant will promptly pay and bear full liability for payment, as the same amount is paid as a result of or as a consequence of cash paid or paid by the Consultant in accordance with this Agreement, all amounts payable in accordance with applicable tax statutes, employee compensation or workplace security and insurance statutes, pension plan statutes and any other taxes, statutory deductions, contributions and estimates of income required by state independent contractor Agreement Page 2 of 11 Nevada, Ontario, the Government of Canada, the United States government, and any other government or regulatory authority, agency or body. 3.4. In 2008, the Consultant agrees to reimburse and maintain a harmless Company against all and all claims estimates, penalties, interest charges and legal fees, as well as payments and taxes incurred as a result of the need to defend the same thing that was done against the Company as a result of the Consultant's failure to comply with Article 3.3 of this Agreement, or as a result of any decisions or investigations taken by any government agency or body in connection with the parties. before that. 3.5. The Consultant, as an independent contractor, is not entitled to participate in any benefits or pension plan provided by the Company to any of its employees. The Consultant will not receive any of the following or similar payments from the Company: payment of leave; payment for vacation; sick leave; overtime pay; benefits; car surcharges or company car; reimbursement of expenses. 3.6. Subject to the provisions of this Agreement, the Consultant may at any time or time during the Term carry out a business for the provision of services to the general public or independently, or in an association or partnership with another or another person, as long as such provision of services has not: creates a conflict of interest with the interests of the Company; discourage the Consultant from its obligation to provide the Company's Services; or prohibit the Consultant from providing the Services in a timely and competent manner. 3.7. The Consultant in no way undertakes or undertakes to notify the Company prior to payment of any money to any person other than the company's prior written permission. 3.8. The Consultant is obliged to maintain, provide and maintain at his own expense the entirely such offices, premises and equipment necessary for the performance of the Services, but may, upon request of the Company, perform the Services in the Company's premises or using the Company's equipment. If the company does not have permission, the the Company's equipment from the Company's premises. 3.9. According to Article 4.4 of this Agreement, the Consultant shall be responsible for the supply of his own office support personnel, if any, in which case the Consultant shall comply with the requirements of Articles 4.2 and 4.3 of this Agreement. 3.10. The Consultant is obliged at his own expense to obtain and maintain in force throughout the Term of this Agreement all certificates and licenses necessary in order to qualify himself in connection with the conduct of his business and provide the Services in a legal manner. ARTICLE 4: APPOINTMENT AND CONSULTANT OF PERSONNEL 4.1. The Consultant will not, without the Company's prior written consent, appoint or transfer the Independent Contractor Agreement Page 3 of 11 of this Agreement, in whole or in part 4.2. The Consultant's responsibility is borne by any staff hired by the Consultant as employees, consultants, agents, subcontractors or otherwise (together – Personnel). The Consultant agrees in writing to inform all employees that such Personnel are hired by the Consultant, that such Personnel are not employees of the Company, and that the Company has no present or future obligations to employ such Personnel or provide such Personnel with any compensation or employment benefits. The Consultant will be solely responsible for the actions of such Personnel, and the Staff will conduct their activities at the risk, expenses and supervision of the Consultant. The Consultant warrants and makes covenants that the staff must comply with all obligations applicable to the Consultant in accordance with this Agreement. 4.3. No agreement concluded between the Consultant and any Personnel shall exempt the Consultant from any obligations of the Consultant under this Agreement or place any obligation or liability on the Company to any Personnel. 4.4. Despite any other provision of this Agreement, the Company reserves the right to restrict or prohibit the involvement of any Staff hired by the Consultant to provide the Services if the Company reasonably believes that such person will impair or impair the performance or completion of the Provision of the Services in a competent or timely manner. ARTICLE 5: OWNERSHIP AND RETURN OF PROPERTY 5.1. All property, including, but not limited to, files, manuals, equipment, securities and funds of any and all of the Company's clients related to the provision of the Services, which are from time to time in the sole possession or control of the Consultant, will always be the sole property of the Company. The Consultant is obliged to immediately deliver all of the aforementioned property of the Company at an earlier: (a) termination of this Agreement; (b) completion by the Service Consultant; and (c) at the Company's request at any time. 5.2. The Consultant agrees that after termination of this Agreement, he must simultaneously deliver to the Company all books, manuals, reports, documents, records, consequences, money, printing or storing electronically, or other property owned by the Company, or for which the Company is responsible to others who are in possession, collection, control or storage. Independent Contractor Agreement Page 4 Article 6: PRIVACY 6.1. The Consultant acknowledges and agrees that the Company has certain confidential information which is defined for the inclusion, but not limited to, knowledge of trade secrets patented or not, computer programs, research and development data, testing and evaluation plans, business plans, opportunities, forecasts, products, strategies, offers, suppliers, sales, manuals, work programs, financial and marketing information, customer lists or names, and customer information, contracts and accounts that are printed, stored electronically or provided orally (Confidential Information). Despite the fore conclusion, Confidential information shall not include: (a) information that has become publicly available to the public other than as a result of disclosure in violation of this Agreement; (b) information that is legally obtained by the Consultant on a non-conflict basis from a source other than the Company or any of its respective subsidiaries, parent companies, affiliates, directors, officers, employees, agents, advisers or other representatives, and such source is not prohibited from transmitting or disclosing data or information for any contractual, legal or fiddent liability; or (c) information that the Consultant shall disclose in accordance with the requirements of the law, provided that the Consultant provides the Company with prompt written notice of such necessary disclosure, so that the Company can apply for a protective order or other appropriate remedy or refuse to comply with the requirements of this Agreement. In the event that such a protective order or other remedy is not obtained, or the Company does not refuse to comply with the requirements of this Agreement, the Consultant agrees to provide only this piece of information, which is advised in writing by his legal adviser that he is legally obliged to disclose and will make reasonable efforts to obtain reliable certainty that confidential treatment will be provided to such information. 6.2. The Consultant acknowledges and agrees that confidential information developed or acquired by the Company is among the Most Valuable Assets of the Company, and its value may be destroyed by distribution or unauthorized use. 6.3. The Consultant agrees that it will be treated as confidential and will not be without the prior written consent of the majority of the Company's board of directors (except for the Consultant in the event that the Consultant is a member of the Board of Directors), publish, issue or disclose or authorize publication, dismissal or disclosure, prior to or after the termination of this Agreement, any Confidential Information other than the purposes and Company. Company. The Consultant agrees that during the term of the contract and within twelve (12) months thereafter, he will not use, directly or indirectly, any Confidential Information for his own gain or in the interests of any person competing or attempting to compete with the Company. Independent contractor agreement Page 5 of Article 7: Conflict and non-conspomation 7.1. The Consultant will not during the Term provide any service to any person where the performance of this service may or does, in the reasonable opinion of the Consultant or the actual knowledge of the Consultant, generates a conflict of interest between the Obligations of the Consultant, under this Agreement, and the Obligations of the Consultant to such another person. 7.2. If the Consultant is asked by any person other than in accordance with this Agreement to perform a service performed in the reasonable or factual opinion of the Consultant may result in violation by the Consultant of Article 7.1, the Consultant immediately informs the Board of Directors of the Company of specific circumstances, and the Board of Directors of the Company will then immediately notify the Consultant of whether the Consultant can, in light of these circumstances and Article 7.1, perform this service. 7.3. The Consultant agrees that he will not, without the prior written consent of the Company, at any time within twelve (12) months after termination of this Agreement, on its behalf, or on behalf of any person competing or attempting to compete with the Company, directly or indirectly seeking, seeking or seeking custom, canvassing or interfering with any person who (a) is the Customer of the Company at the date of termination of this Agreement; (b) was a customer of the Company at any time for twelve (12) months prior to the date of termination of this Agreement; or (c) pursued by a potential customer or on behalf of the Company at any time for twelve (12) months prior to the expiration date of this Agreement, and in respect of which the Company has not determined the termination of all such prosecutions. 7.4. The Consultant agrees and confirms that the limitations in Article 7.3 are reasonable and refuse all protections for their strict performance by the Company. 7.5. In 2008, the Consultant agrees and confirms that Articles 7.3 (a), 7.3 (b) and 7.3 (c) are separate and clear covenants, which will come off each other, and if any such covenant or covenant is determined to be unfulfilled in whole or in part, such ineedibility must be attached only to the covenant or covenants identified, and all other covenants will continue in full force and action. Independent Contractor Agreement Page 6 of 11 Article 8: Remedies and Arbitration Company 8.1. The Consultant agrees that compliance with this Agreement is absolutely necessary for the Company to protect its overall business and position in the market, and that violations secrecy and confidentiality of the Company's information and other covenants and agreements contained in this Agreement will result in irreparable and lasting damage to the Company for which there will be no proper remedy. As a result and in the event of any breach of any such obligation, covenant or agreement, the Company is entitled to such judicial and other relief that may be appropriate or how it may be entitled to each case of such violation by the Consultant. 8.2. The Company may exercise these remedies at such time and in the manner in which it can choose, and such remedies must be cumulative. In the event that the Company retains a lawyer in efforts to enforce this Agreement, it has the right to charge, in addition to all other available reliefs related to its costs and legal fees, on the attorney and his own client, as well as all applicable taxes paid and payments incurred from the Consultant. 8.3. The Parties agree to use the facilities of the Small Claims Court in connection with any claim, dispute or other matter in matters arising out of or infringement in connection with this Agreement, unless the party brings a claim, dispute or other matter reasonably believes that it constitutes an amount, exceeding $10,000 in the legitimate currencies of Canada, in which case it will be transferred to arbitration, which will be held by a single arbitrator under and in accordance with the terms of the most current version of the Province of Ontario Arbitration Act, S.O. 1991, p. 17, applicable Ontario law and Canadian laws apply to any such arbitration , with the arbitrator's decision to be final, compelling and binding on the parties. The Parties agree that the dispute resolution procedures described in this Article 8.3 will be the only and exclusive procedures for resolving any disputes arising out of or related to this Agreement. ARTICLE 9: MESSAGE 9.1. Any message will be deemed delivered: (a) on the day of delivery in person; (b) one day after making a deposit with a courier overnight, fully prepaid; (c) on the date sent by the fax; (d) on the date sent by e-mail, if it is confirmed by a registered letter (request for a refund); or (e) four days after they were sent by registered letter (request for return receipt). 9.2. Any notice permitted or necessary in accordance with the Agreement shall be in writing and sent to the following address, fax number or e-mail, or at such other reasonable address or fax number, at which personal delivery may be received, from which the party may occasionally give notice: (a) the Company: First Data Source Inc. 1111-155 Dalhousie St. Toronto, ON Canada M5B 2P7 Warning: Board of Directors Independent Contractor Agreement Page 7 of 11 (b) Consultant: Anom Alvis 609-1530 Victoria Avenue North York, Ontario Canada M1L 4R9 Email: anoma@firstsourcedata.com 9.3. Either party may from time to time the other party on notice in writing about any change in the address of the party that gives such notice, and with and after the provision of such notification, the specified address in the no. will, for the purposes of paragraph 9.1, be finally considered the address of the party giving such notice. ARTICLE 10: OWNERSHIP OF WORK 10.1. The Consultant hereby assigns the Company all its ownership, ownership and interests to all discoveries and improvements patented or otherwise, trade secrets and ideas, copyrighted works and materials that may be conceived by the Consultant or developed or acquired by it during the term of this Agreement, which may directly or indirectly relate to the Company's business or any of its subsidiaries, parent company or affiliates (Working Product). The Consultant agrees to fully disclose to the Company all such events upon its request, disclosure of information about which is carried out in writing immediately after any such request. The Consultant is obliged upon the Company's request to comply with, acknowledge and deliver to the Company all instruments and perform all other actions necessary or desired so that the Company or any of its subsidiaries submit and pursue applications for, as well as purchase, retain and enforce all patents, trademarks and copyrights in all countries in connection with any component of Work Product. 10.2. The Consultant agrees to assign, on a permanent basis throughout the Term of the Agreement, exclusively to the Company in perpetuation, all in order, ownership and interest of any kind, in and to the Working Product, including any and all copyrights to them (and the exclusive right to copyright registration). Accordingly, all rights to the Work Product, including any materials obtained from or based on one, and whether or not any such Work Product is actually used by the Company, shall be owned solely by the Company from its creation, and the Consultant will not or will not claim any rights of any kind in such Work Product. Without limiting the overall totality of the foregoing, the Consultant will not use any of the Work Product in any way without the Company's prior written consent, which may be withheld at the Company's sole discretion. Independent Contractor Agreement Page 8 of 11 Article 11: GENERAL 11.1. The full deal. This Agreement is a complete Agreement between the parties regarding all matters referred to in this Agreement and there are no other agreements in connection with this matter, except as specifically set forth or specified in this Agreement. This Agreement will substitute for any prior arrangements and understandings relating to this matter. Both sides acknowledge that neither party has been prompted to enter into this Agreement by any representation or writing not included in this Agreement. 11.2. Regulation legislation. This Agreement is in all respects governed solely and construed in in accordance with the laws of the Province of Ontario and the laws of Canada applicable in this case, and will be considered in every way as a treaty of the province of Ontario. 11.3. Amendments. This Agreement may only be amended if such amendment is confirmed in writing by both parties. 11.4. Analogues. This Agreement can be executed in any number of counterparties with the same effect as if all parties had signed the same document before. All analogues should be interpreted together and constitute the same original document. Each party can deliver the counterparty's signature page by facsimile transmission. 11.5. Severity. If any part of this Agreement is declared invalid or unenforceable, in whole or in part, it shall not be deemed to affect or impair the validity or fulfillment of any other covenant or provision, and such unenforceable part shall be terminated from the rest of the Agreement. 11.6. Denials. Refusing to default, violate or non-comply with this Agreement is not effective if in writing and signed by a party to be associated with a waiver. No waiver will be attributed or implied by any failure to act or delay in the party's actions in respect of any default, violation or non-compliance or anything that is done or missed by the other party. Any refusal by a party to any default, breach or non-compliance with this Agreement will not act as a waiver of that party's right under this Agreement in respect of any extension or further default, violation or non-compliance. 11.7. Headers. The headlines used in this Agreement are for the convenience of reference only and are not part of or affect the interpretation of this Agreement. 11.8. Schedules. Any Timetables of this Agreement are an integral part of this Agreement as established in the body of this Agreement. 11.9. Conflict. In the event that there is a conflict or discrepancy between the wording of any of these Agreements and any Schedule, the Schedule is governed. 11.10. Further assurances. The Parties agree to do all such other things and take all other measures that may be necessary or desirable to give full effect to the terms of this Agreement. Independent contractor agreement Page 9 of 11 11.11. Number and gender. If context doesn't require another, words that import singular include plural and vice versa, and words importing gender include all genders. 11.12. Man. In this Agreement, the term person shall be widely interpreted and includes an individual, corporation, partnership, trust, non-corporate organization, the government of the country or any of its political subdivisions, or any agency or department of any such government, as well as executors, administrators or other legal representatives of an individual in such capacity; 11.13. Statute. Any reference to the statute of this Agreement, regardless of whether this statute has been defined or cited, includes all regulations made under it, any changes to it and in force, and any statute adopted for replacement or replacement for it. * ** IN THE WITNESS from which the parties duly fulfilled this Agreement in the City of Toronto by signing below as of the date on the front page. Перші вихідні дані Inc. Анома Алвіс /c/ Джавед Мавджі /c/ Анома Алвіс

Обов'язки включають: a) управління та спрямування фінансових та бухгалтерських операцій Компанії відповідно до директив Ради директорів та виконання таких інших обов'язків, які можуть час від часу призначатися Радою директорів; b) conducting at the Consultant's own expense all licenses necessary for the implementation of the Services; a) performance of duties typically related to cfo role, including acquisition, divorce, banking, accounting and financial management of a company subject to the Company's board policy or direction; d) full informing of the Board of Directors, upon request from time to time, about the cases and things that are being done, and must be made by the Consultant in connection with the provision of the Services and, if requested by the Board of Directors, submit such information in writing in a timely manner; etc.) dedicating a minimum of 10 hours a week, weekly, to perform the Services. Fees paid to the Service Consultant are $1,000.00 in legitimate United States currency per month payable within thirty (30) days after the end of the month during which the Services were completed, provided that the Consultant fully performs the Services and complies with all the requirements of this Agreement. In the event that the Consultant does not provide the minimum number of hours required in any calendar week, the Company may either terminate this Agreement in accordance with the provisions of Article 2.3 or reduce the monthly fees paid to the Consultant on the basis of pro rata. Independent contractor agreement Page 11 of 11 11

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