

Administrative Services Agreement

This Administrative Services Agreement (hereinafter "Agreement"),
is made effective as of _____, by and between the following parties:

Jessica Thompson, hereinafter referred to as "Administrator,"
having an address as follows:

Email: _____

and _____, hereinafter referred to as "Client,"
having an address as follows:

Email: _____

RECITALS:

WHEREAS, Client is desirous of administrative assisting services; as discussed more fully below;

WHEREAS, Administrator is skilled and capable in the services Client needs and would like to assist;

NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is acknowledged, the Parties do hereby agree as follows:

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Administrator agrees to produce certain Services (as described herein) to the Client. Administrator will be engaged for the limited purpose of providing these Services to the Client.

Article 2 - NO EMPLOYMENT:

Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Client may allow Administrator to act as an authorized legal representative in certain circumstances under the

terms of this Agreement, but such circumstances will be agreed to by both Parties in writing beforehand.

Article 3 - DESCRIPTION OF SERVICES:

The Client hereby engages the Administrator, and the Administrator accepts such engagement to provide the following Services for the Client (hereinafter, the "Services"):

The Administrator will not engage in

_____ unless agreed to in writing beforehand and for the purposes relating to tasks as mentioned above.

Client and Administrator may agree in a separate, written document to expand the scope of Services to include additional tasks. Such written document may be informal, such as an email.

Article 4 - WARRANTIES:

Administrator represents and warrants that Administrator has the knowledge, skills, and experience necessary to provide the Services. Administrator agrees that during the term of this Agreement, Administrator will agree to provide the Services at the request of the Client.

Article 5 - NONEXCLUSIVITY:

Administrator may be engaged or employed in any other business, trade, profession, or other activity which does not place Administrator in a conflict of interest with the Client, provided, that, during the term, Administrator shall not be engaged in any business activities that explicitly compete with the business of the Client without the Client's prior written consent.

Article 6 - AVAILABILITY:

Client will generally not control the time and manner of work that Administrator undertakes. However, Administrator agrees to be available for _____ each week as agreed upon between Parties. Any time above this amount will be agreed upon in writing, even informally such as an email.

Article 7 - HOLIDAYS:

Administrator will be unavailable on federal and provincial statutory holidays and will reschedule any standing appointments to another day during that week.

Administrator will notify client of scheduled vacations at least four (4) weeks in advance of vacation.

Article 8 - FEES AND EXPENSES:

The hourly rate for Administrator will be as follows: \$____ (____ CDN dollars).

Client will be billed through an invoicing system hourly, with invoices to be sent monthly. For tasks under 15 minutes, a minimum charge of \$____/0.25 hr. will be applied.

Payment will be made within the following amount of time after receipt of the invoice: net 30 days. For past due

invoices, a late fee of \$5 (five Canadian dollars) per late day after net 30 day will be applied.

The Client agrees to reimburse pre-approved expenses and costs as indicated on invoices. Such expenses and costs shall be accompanied by receipts and reasonable supporting documentation.

Article 9 - TAXES:

Administrator shall be solely responsible for all federal and provincial taxes as applicable. At the time of this agreement, the Administrator is not charging GST. Under the advice of the Administrator's accountant, should the Administrator begin to charge GST, Client will be duly notified and this agreement amended.

Article 10 - RESPONSE TIME:

Administrator agrees to respond to the client no later than the following amount of time after being reached out to for communication: 48 hours.

In the event of an emergency or other similar conflict, Administrator will give the Client as much notice as possible if there is the possibility of interruption to the Services, whether that interruption is temporary or long-term.

Article 11 - DELIVERABLES AND MILESTONES:

This Agreement will be of an indeterminate length and the independent contractor relationship will be ongoing unless terminated by either Party in writing.

Article 12 - TERMINATION:

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party.

This agreement will also immediately terminate upon the death of the Administrator or Client, the inability of the Administrator to perform the Services because of a sudden and medically-documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client in any manner, or the filing of any petition by or against the Client or Administrator under federal or provincial bankruptcy or insolvency laws. This Agreement may also be terminated by either Party in writing. Notice shall be given at least the following amount of time before termination: 4 weeks.

Upon termination, all fees and reimbursements shall be paid and provided to the Administrator as they have accrued up to the date of termination.

Upon expiration or termination of this agreement, or at any other time upon the Client's written request, Administrator shall promptly after such expiration or termination:

- Deliver to the Client all deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Administrator's use by the Client;
- Deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Client's confidential or proprietary information, as discussed further elsewhere in this Agreement;
- Permanently erase all of the confidential or proprietary information from any of the Administrator's computer systems; and
- Certify in writing to the Client that Administrator has complied with the requirements of this clause.

Article 13 - CONFIDENTIAL OR PROPRIETARY INFORMATION:

Administrator hereby acknowledges and agrees that Administrator may receive confidential and/or proprietary information relating to Client's business. Such information may include, but will not be limited to, client lists, client notes, specifications, project information, plans, and/or technological resources. The confidential and/or proprietary information is significantly important to Client's business and it has been developed or obtained over time, with significant resources involved. Administrator understands and agrees that any unintended disclosure of any of the confidential and/or proprietary information would be significantly detrimental to Client. As such, Administrator agrees that they shall:

- I) Not disclose the confidential and/or proprietary information by any means not authorized by the Client to any third parties;
- II) Not copy or duplicate the confidential and/or proprietary information unless specifically directed to do so by the Client;
- III) Not disclose the confidential and/or proprietary information by any unauthorized means to any third parties for a period of at least one year following the termination of this agreement;

IV) Not use the confidential and/or proprietary information for any purpose except those expressly authorized by the Client;

V) Inform Client immediately if Administrator becomes aware of any unauthorized use or disclosure of the confidential and/or proprietary information.

Article 14 - INTELLECTUAL PROPERTY:

Administrator agrees that all inventions, trade secrets, confidential and/or proprietary information, and work-product conceived, created or developed by Administrator which are (a) related to the Client's actual business or research and development, or (b) developed, made, or discovered by Administrator in the course of the performance of Administrator's duties for the Client. Administrator hereby assigns to the Client the entire right, title, and interest in and to any works created under this Agreement and in and to all proprietary rights therein or based thereon including without limitation any and all copyrights, patents, trademarks, or other intellectual property rights relating to all work.

Article 15 - PORTFOLIO USE:

Notwithstanding the foregoing, Administrator shall be permitted to use all produced items of work in Administrator's professional portfolio, only after such items have been made public by the Client. Nothing contained herein shall limit Administrator's such right.

Article 16 - INDEMNIFICATION:

Administrator and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 17 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

Article 18 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the province noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of British Columbia, Canada. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and provincial law, and claims based on local laws, ordinances, statutes or regulations. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 19 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of British Columbia without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and provincial courts located in the following country in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Services provided hereunder: Canada.

Article 20 - BENEFIT:

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.

Article 21 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 22 - NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

Article 23 - FORCE MAJEURE:

Administrator is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Article 24 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 25 - ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Client and Administrator relating to the subject matter hereof. This Agreement may be changed, modified, or discharged only if agreed to in writing by both parties



IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Client:

Name: _____

Signature: _____

Administrator:

Name: _____

Signature: _____

On the date _____ in the city of _____.

SAMPLE