



INCITE EMPLOYMENT CONSULTANTS INC .  
CONTRACTOR'S AGREEMENT

MADE AS OF THE \_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_.

BETWEEN: INCITE EMPLOYMENT CONSULTANTS INC. (hereinafter referred to as "INCITE")  
AND  
\_\_\_\_\_ an individual residing in the City of Toronto, in the Province of Ontario (hereinafter referred to as "Contractor")

CONTRACTOR CONTACT INFORMATION: Cell No. \_\_\_\_\_  
Email: \_\_\_\_\_

ENGAGEMENT TIME/DATES: On an as-needed basis up to \_\_ hours during the six-month period

Contractor acknowledges that because of the nature of the Services being provided herein, the above specified end time is an approximation and on occasion Contractor may be required to extend the above specified end time to accommodate the Client's needs, accordingly, Contractor agrees to extend the above specified end time as may be required on occasion.

ENGAGEMENT LOCATION: Contractor agrees to attend at the following location on or before the Engagement time noted above:  
  
Client's office and remotely from Contractor's home

Provided that if INCITE's client shall redirect Contractor to attend at such other time(s) and such other location(s) from time to time during the course of this engagement, Contractor shall immediately contact INCITE in respect of such amendments and, upon INCITE'S approval, Contractor shall attend at such other time(s) and location(s) as INCITE'S client shall instruct.

CLIENT CONTACT: \_\_\_\_\_  
Cell No. \_\_\_\_\_  
Email \_\_\_\_\_

CONTRACTOR SERVICES: As per job description provided by INCITE.

CONTRACTOR COMPENSATION: \$\_\_\_\_ per hour paid via INICITE every second week upon invoicing.

Provided that if Contractor shall be required to extend the end times of his/her services as provided above, then INCITE agrees to compensation Contractor at the same rate for any such extended times.

Expenses incurred by Contractor on behalf of the Client will be the responsibility of the Client. The Contractor must address terms of reimbursement with the Client on their own accord.

Expenses incurred by Contractor pertaining to placement will be the responsibility of the Contractor.



This compensation package is \_\_\_ hours of work, redeemable over a 6-month period from the first date the PA begins work.

Contractor acknowledges having read the terms of the Rider attached hereto and agrees to be bound by those terms throughout the provision of his/her Services to INCITE'S Client. The terms of the Rider attached hereto are hereby incorporated in this Contractor's Agreement by this express reference. The terms of this Contractor's Agreement and the attached Rider together shall be referred to as the "Agreement".

Contractor confirms that he/she has signed a Confidentiality / Non-Disclosure and Non-Solicitation Undertaking with INCITE prior to signing this Agreement and that the terms of said agreement are hereby restated and incorporated into this Agreement by this express reference.

Agreed and accepted by Contractor and INCITE on the date first written above:

\_\_\_\_\_  
INCITE PERSONNEL REPRESENTATION LTD.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Per: Authorized Signing Officer

### RIDER

This Rider is attached to the INCITE Personnel Representation Ltd. Contractor's Agreement between INCITE and the Contractor identified therein and together shall form their Agreement for the provision of the Services.

#### ENGAGEMENT AND SERVICES

1. Upon Contractor and INCITE accepting the engagement pursuant to the terms of the first page of this Agreement, Contractor and INCITE agree to be bound by all terms and conditions contained in this Agreement.
2. Contractor's responsibilities shall be those of a personal assistant to INCITE client and, in this regard, shall include, as may be applicable: a) obtaining information for INCITE'S clients and providing such advice about locations and events as Contractor may be called upon to provide; b) arranging for reservations at restaurants, theatres, sporting events, or other events; c) obtaining tickets for theatres, sporting events or other events, d) maintaining a calendar with a schedule and reminding INCITE'S client about various appointments; e) acting as a courier to get and deliver various items, documents, etc... Contractor acknowledges that said responsibilities may be expanded or contracted as may be reasonably determined by INCITE and/or its client (the "Services").
3. Throughout the term of Contractor's engagement and the provision of his/her services to INCITE 's clients Contractor agrees to maintain his/her personal hygiene and cleanliness to a level that is acceptable in accordance with social norms and to be polite and cordial in the provision of the Services to INCITE'S 's clients.
4. Contractor agrees to promptly attend at the time and location specified in the Contractor's Agreement or such other time and/or locations as may be provided to Contractor by INCITE . Provided that if INCITE'S 's client shall direct Contractor to another location or specify another time for the commencement of services, whether initially or during the term of the engagement, then Contractor shall immediately contact INCITE to advise them of the amended time(s) and/or location(s) and, upon INCITE'S 's approval, Contractor shall accede to any such amending instructions.
5. Contractor agrees that he/she will not assign this Agreement to any third party and that Contractor will, in fact, be the provider of the Services throughout the Term of this Agreement.

#### TERM, INVOICING AND EXPENSES

6. The term of this Agreement shall be from the commencement of the Services until the termination of the Services as set forth on first page hereof, subject to any amendments as may be provided for herein ("Term").
7. Upon completion of Contractor's Services and the Term, Contractor agrees to invoice INCITE for the aggregate time that Contractor provided his/her Services to INCITE 's client and upon INCITE'S receipt of Contractor's invoice, INCITE shall, within 30 days, pay same by mailing a cheque to the Contractor at his/her address noted on the first page hereof. If Contractor requires INCITE to pay HST on the amounts owed to Contractor, said HST shall be identified on Contractor's invoice as a distinct entry from Contractor's fee and Contractor's invoice shall include his/her HST number.
8. INCITE shall reimburse Contractor for all out-of-pocket expenses incurred by Contractor in the performance of the Services, provided that Contractor submits together with his/her invoice, a copy of all receipts for which Contractor is claiming reimbursement and provided further that Contractor itemizes each out-of-pocket expense on his/her invoice to INCITE. INCITE reserves the right to deny reimbursement for any out-of-pocket expenses not supported by a receipt. Contractor agrees to obtain INCITE'S prior consent for any out-of-pocket expenses exceeding One Hundred Dollars (\$100). Out-of-pocket expenses shall not include cell phone charges or fuel charges incurred for home to a location and return at the end of the day, but may include long distance cell phone charges for calls made on behalf of a client or reasonable fuel charges at a rate of \$0.15/km while driving for a client.

#### RELATIONSHIP

# INCITE CONSULTANTS

9. Nothing contained herein shall be construed as in any way constituting a partnership, joint venture or an employer/employee relationship between the parties hereto and Contractor hereby acknowledges that he/she is providing the Services as an independent contractor to INCITE and its clients. Contractor has no right or authority to bind INCITE to any agreement or obligation and to the extent that Contractor, during the course of providing the Services, does bind INCITE to any agreement or obligation or is deemed to have bound INCITE to any agreement or obligation, Contractor hereby agrees to indemnify and hold harmless INCITE and its directors, officers, successors, licensees and assigns from any consequences which may result from INCITE'S refusal to be bound by same.

10. In furtherance of the terms of Section 9 above, Contractor hereby agrees that he/she shall be responsible for his/her own actions throughout the performance of the Services and in this regard agrees to indemnify and hold harmless INCITE, its directors, officers, successors, licensees and assigns from any and all INCITE'S client's or third party claims, actions, causes of action, damages, demands, penalties, settlements, awards, orders, and other judicial relief, including reasonable lawyer's fees in defending any of same, that INCITE and/or its directors, officers, successors, licensees and assigns may be subjected to as a result of Contractor's actions or inactions, whether negligent or otherwise and whether imposed upon INCITE by law or otherwise. In this regard, Contractor agrees to maintain in his/her own name, such liability insurance as a reasonably prudent person performing the same or similar services for the same or similar clients would maintain and to add INCITE Personnel Representation Ltd. as additional insured under any such policies.

## TERMINATION AND NON ATTENDANCE

11. Contractor may terminate and cancel the Contractor's Agreement on not less than 48 hours notice to given to INCITE without further obligation or liability to INCITE thereafter. INCITE may terminate and cancel the Contractor's agreement at any time prior to the commencement of Services without further obligation or liability to Contractor thereafter. On INCITE'S client's request or upon INCITE discovering a breach of any of the terms herein by Contractor, INCITE may immediately terminate this Agreement and cancel the provision of any further Services on notice to Contractor. Upon such termination INCITE shall be liable to Contractor for his/her fees for the provision of Services up to the time of termination and nothing more.

12. Contractor acknowledges that upon his/her execution of this Agreement on the first page hereof, this Agreement is a legally binding obligation on Contractor to provide the Services to INCITE'S client on the date and times and for the compensation detailed herein, and that should Contractor fail to attend when and where agreed, INCITE may suffer monetary damages in settling or appeasing its client for such non-performance by Contractor. Accordingly, and excepting any notice given to INCITE not less than 48 hours prior to the scheduled date and time for the commencement of Services as set forth in section 11 above, or for any force major or other events beyond the Contractor's reasonable control, which may prevent him/her from attending at the times and/or the locations specified in the Contractor's Agreement, Contractor agrees that INCITE may recoup any such monetary damages or amounts paid in settlement or appeasement from Contractor either through judicial process or by deducting an equal amount from future amounts owing to Contractor by INCITE.

13. Contractor agrees to immediately notify INCITE of any event or circumstance that is likely to, or that will, delay or prevent Contractor from attending to the Services on the date and times noted in the Contractor's Agreement (as may be amended pursuant to the terms herein).

14. Subject to the terms of Section 12 above, Contractor acknowledges that each engagement under the Contractor's Agreement shall be distinct and separate from each other engagement and that nothing herein shall be construed as an obligation for INCITE to retain Contractor for any subsequent engagements whether for the same client or any other client.

## REPRESENTATIONS AND WARRANTIES

15. Contractor represents and warrants and acknowledges that INCITE is relying on these representations and warranties in entering this Agreement with Contractor that: a) Contractor has full right and authority to enter this Agreement with INCITE and to provide the Services without being in breach of any other agreement, statute or law that may be applicable or enforceable against Contractor; b) Contractor is legally entitled to work in Canada; c) Contractor has read the Confidentiality / Non-Disclosure and Non-Solicitation Undertaking reference herein and agrees to be bound thereby, and, d) Contractor is aware of what is and may be required of him/her in performing the Services and is willing and able to perform same pursuant to the terms herein. Contractor hereby agrees to indemnify and hold harmless INCITE its directors, officers, successors, licensees and assigns from all claims, actions, causes of action, damages, demands, penalties, settlements, awards, orders, and other judicial relief, including reasonable lawyer's fees in defending any of same, that INCITE and/or its directors, officers, successors, licensees and assigns may be subjected to as a result of Contractor's breach of any of the aforesaid representations and warranties.

## MISCELLANEOUS

16. Contractor acknowledges that he/she has had the opportunity to obtain Independent legal advice with respect to this Agreement and has either received same or has elected to waive his/her right to receive same.

17. This Agreement may be assigned by INCITE on notice to Contractor. Contractor may not assign this Agreement without the prior consent of INCITE. This Agreement shall be binding on each party's respective successors, personal representatives, licensees and assigns.

18. If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this Agreement.

19. This Agreement and the aforementioned Confidentiality / Non-Disclosure and Non-Solicitation Undertaking constitutes the entire agreement between the parties with respect to the subject matter hereof and, subject to the terms of Section 12 above, and all previous agreements, written or oral, express or implied, between the parties are terminated and cancelled and of no force or effect.

20. Notwithstanding anything to the contrary contained herein and notwithstanding any termination of this Agreement, the terms of the Confidentiality / Non-Disclosure and Non-Solicitation Undertaking shall continue in full force. The indemnities given, and the representations and warranties made herein shall survive any termination of this Agreement.

21. The terms of this Rider may not be amended or modified in any respect except by written instrument signed by the parties hereto.

22. Client acknowledges having received a copy of this Agreement.

23. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby agree to irrevocably attorn to the exclusive jurisdiction of the Courts of Ontario, located in the City of Toronto, for all matters in dispute between them and relating to the subject matter hereof.

24. Electronic signatures hereon shall be deemed original ink signatures. This Agreement may be signed in counterparts.