

CONTRACT FOR SERVICES – INDEPENDENT CONTRACTOR

This Agreement dated as of the _____ of _____ 200____.

BETWEEN:

Jim Ripley DBA From The Ground Up
PO Box 20010 RPO Towne Centre Kelowna,
British Columbia V1Y 9H2

(Hereinafter called the “Company”) OF THE FIRST PART

AND:

(Hereinafter called the “Contractor”) OF THE SECOND PART

WHEREAS:

- A. The Company wishes to engage the Contractor as an independent contractor for the purpose of acting as a representative of the Company as set out in this Agreement;
- B. The Contractor has agreed to represent the Company on the terms and conditions contained herein;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, the Parties hereto agree as follows:

1. APPOINTMENT AND RESPONSIBILITIES

- 1.1 The Company hereby appoints the Contractor as a representative of the Company and the Contractor hereby accepts such appointment in accordance with the terms contained herein.
- 1.2 The Contractor shall have the following duties and responsibilities:
 - a. to promote and sell on behalf of the Company, the Companies products and various other services as directed and approved by the Company from time to time;
 - b. to negotiate various sales contracts on behalf of the Company for services provided by the Company; as well as other duties that may be assigned from time to time.
- 1.3 As an independent contractor representing the Company, the Contractor holds a strict responsibility to represent the Company’s interest above his /her own, and shall act in the best interest of the Company at all times.

- 1.4 The Contractor shall be responsible to the Company's customers for providing a high standard of service. The Contractor shall comply at all times with all the policies and procedures established by the Company from time to time.
- 1.5 The Contractor will indemnify and save harmless the Company with respect to any liability, demand or obligation of the Company arising as a result of the negligent performance of the Contractor in carrying out its duties and responsibilities as set out in this Agreement.

2. TERM

- 2.1 The term of this Agreement shall be for an initial period of _____ months commencing on _____ and ending on _____, subject to earlier termination as hereinafter provided.

3. REMUNERATION

- 3.1 The Company shall pay the Contractor _____.

- 3.2 On or before the end of the term of this Agreement, the Company will complete a performance review of the Contractor and adjust the terms and conditions, if any.

4. CONFIDENTIALITY

- 4.1 The Contractor shall not, either during the course of this Agreement or at any time thereafter, disclose to any third person or to any firm or corporation, any confidential information concerning the business or affairs of the Company which the Contractor has acquired in the course of or incidental to his/her duties hereunder or otherwise and the Contractor shall not directly or indirectly use (whether for his/her own benefit or the detriment or intended detriment of the Company) any confidential information he/she may acquire with respect to the business and affairs of the Company. All such information gathered shall be held by the Contractor in trust for the Company and for the sole benefit of the Company. This obligation of confidentiality shall survive the expiration or termination of the Agreement, regardless of the cause of termination.
- 4.2 The Contractor hereby acknowledges and agree that it stands in a fiduciary relationship with the Company and the Contractor agrees to fully comply and to act accordingly.

5. TERMINATION

- 5.1 The Company may terminate this Agreement immediately, in the event that the Contractor breaches any of the terms or provisions of this Agreement or in the event that the Contractor or any of his/her employees be convicted by a Court in respect of any offences involving fraud or dishonesty.
- 5.2 This Agreement may be terminated by either party by delivery to the other party of written notice of such termination at least (30) days prior to the date of termination.
- 5.3 If this Agreement is terminated by the Contractor pursuant to Paragraph 5.1 the Contractor will not be entitled to receive any further remuneration pursuant to Paragraph 3.1 and the Contractor acknowledges and agrees that any entitlement he/she has to such remuneration will be forfeited

5.4 Upon the termination of this Agreement, the Contractor shall immediately return to the Company all property and confidential information pertaining to the business of the Company. The Contractor agrees not to solicit the Company's customers or be engaged in or employed in any business that has any similarity to that of the business of the Company or to compete directly or indirectly with the Company for a period of two (2) years after the expiration or termination of this Agreement.

6. RELATIONSHIP

6.1 The relationship between the parties hereto is that the Contractor is solely that of an Independent Contractor with the Company pursuant to this Agreement and the Contractor shall not be considered a partner or employee of the Company or have any authority to act for or undertake any obligation on behalf of the Company, except as specifically provided by this Agreement. Should however the Contractor perform other duties others than those specified herein, these duties would be carried out by first having an express authority to do so from the Company.

6.2 The Contractor will be responsible for and remit to Revenue Canada any income taxes payable, goods and services tax payable, Canada Pension Plan contributions payable and all other taxes or assessments arising as a result of payment by the Company to the Contractor of the remuneration described in Paragraph 3 herein and the Contractor will save harmless and indemnify the Company with respect to such taxes, assessments or payments required to be made by the Contractor.

7. ASSIGNMENT

7.1 The Contractor shall not assign this Agreement or his/her interest in the Agreement without the prior written consent of the Company, which consent may be unreasonably withheld.

ARBITRATION

7.2 All matters and differences in relation to this Agreement shall be referred to the arbitration of a single arbitrator if the parties hereto agree on one, and otherwise to three arbitrators, one to be appointed by each party and the third to be chosen by the first two named. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be final and binding upon the parties hereto. The provisions of the Commercial Arbitration Act, British Columbia, shall govern the arbitration proceedings and the provisions of this clause shall be deemed to be a submission to arbitration within the provisions of the Commercial Arbitration Act.

8. GENERAL PROVISIONS

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

8.2 Any notice required to be given under this Agreement shall be in writing and may be delivered personally or sent from a Post Office in British Columbia by prepaid registered post addressed to the party at the address set forth on the first page hereof, or at such other address as may from time to time be notified by any of the parties hereto in the manner herein provided

Any notice shall be deemed to have been received, if personally delivered, on the date of delivery, and if mailed as aforesaid, then on the second business day following the day of mailing.

- 8.3 This Agreement shall supersede any prior Agreement between the parties hereto.
- 8.4 If any provision herein is determined to be invalid for any reason, this Agreement shall be construed as if such invalid provision(s) were omitted. IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

From The Ground Up

By its authorized signatory

Jim Ripley

Witness

SIGNED, SEALED and DELIVERED

_____)

Name

_____)

Address

_____)

Occupation

Witness