



COMMERCIAL WORK ORDER AGREEMENT BETWEEN:

Representative Name: _____ Organization Name: _____
(the "Client")

- AND -

Zachary Schneider Consulting, Valemount, BC, V0E 2Z0
(the "Contractor")

TERMS AND CONDITIONS

1 BACKGROUND

- 1.1 The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide Information Technology (IT) services to the Client.
- 1.2 The Contractor is agreeable to providing such IT services to the Client on the terms and conditions set out in this Agreement.

2 SERVICES PROVIDED

- 2.1 The Client hereby agrees to engage the Contractor to provide the Client with the IT services as specified on the service order form attached to this document (the "Services").
- 2.2 The Services will also include any other computer tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.
- 2.3 The "Equipment" refers to any and all equipment provided by the Client. It is the responsibility of the Client to specify all equipment on the accompanying service order form.

3 SERVICE GUARANTEE

- 3.1 All services are guaranteed for seven (7) days from completion of the Services.
- 3.2 If it is later found that the Contractor did not complete the requested Services to the satisfaction of the Client, the Contractor will perform additional Services free of any labour compensation. The cost of parts, if any, remains the responsibility of the Client.

4 DISCLAIMER

- 4.1 There may be circumstances under which the equipment provided by the Client cannot be serviced or repaired.
- 4.2 The Client understands that in the process of working on the equipment, there is a potential for data loss or corruption. The Contractor will not be responsible for data loss.
- 4.3 The Client authorizes the Contractor to install any necessary software in the course of performing the Service.

5 TERM OF THE AGREEMENT

5.1 The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

6 RIGHT TO REFUSE

6.1 At its sole discretion, the Contractor reserves the right to refuse work that it believes is beyond the scope of its ability or for other good cause.

7 PERFORMANCE

7.1 The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

8 CURRENCY

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

9 BILLING TERMS

9.1 Labour charges will be calculated in quarter-hour (15 minutes) increments.

9.2 Upon request of the Client, a cost estimate for the Service can be provided. Estimates are not guaranteed and only provided as a courtesy.

9.3 If there is an unforeseen deviation beyond the estimated amount, every effort will be made to contact the Client and inform them of the situation. Authorization will be sought from the Client to continue or stop at the limit of the estimate. In the case that the Client cannot be reached, work will stop until contact is established. Once contact is re-established, the Client's decision to continue or stop work will be honored by the Contractor.

10 COMPENSATION

10.1 The Contractor will charge the Client for the Services at the rate of \$30.00 per hour (the "Compensation").

10.2 There is a minimum charge of two hours (\$60), which is not dependent on satisfactory completion of the Service.

10.3 The Client will be invoiced when the Services are complete.

10.4 Invoices submitted by the Contractor to the Client are due within 30 days of receipt, unless otherwise stated on the invoice.

10.5 In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination, provided that there has been no breach of contract on the part of the Contractor.

11 PENALTIES FOR LATE PAYMENT

11.1 Any late payments will result in a fee of 7.00% per day on the amount still owing after the payment due date.

12 CONFIDENTIALITY

12.1 Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

12.2 The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

- 12.3 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.

13 OWNERSHIP OF INTELLECTUAL PROPERTY

- 13.1 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.
- 13.2 The Contractor may not use the Intellectual Property for any purpose other than that contracted 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.

14 RETURN OF PROPERTY

- 14.1 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.
- 14.2 In the event that this Agreement is terminated by the Client prior to completion of the Services, the Contractor will be entitled to recovery from the site where the Services were performed, of any materials or equipment which is the property of the Contractor or, where agreed upon between the Parties, to alternative compensation in lieu of recovery.

15 CAPACITY/INDEPENDENT CONTRACTOR

- 15.1 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 acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

16 ESTIMATES

- 16.1 All Service estimates are provided free of charge at the discretion of the Contractor.
- 16.2 Any estimate lasting longer than 30 minutes is subject to a \$25 Estimate Fee.
- 16.3 Clients may not interrupt the Contractor during the course of an estimate.

17 LIABILITY

- 17.1 The Service is provided in an effort to remedy, upgrade, or otherwise repair the Equipment provided by the Client.
- 17.2 The Equipment will not be intentionally harmed. In case of accidental damage or data loss caused by already existing problems with the Equipment due to misconfiguration, bad hardware or software, or malicious software, the Client agrees to hold the Contractor harmless from damages. (*see article 18, section 1*)

18 INDEMNIFICATION

- 18.1 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 directors, shareholders, 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 of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

19 MODIFICATION OF AGREEMENT

19.1 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.

20 ASSIGNMENT

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

21 ENTIRE AGREEMENT

21.1 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

22 INUREMENT

22.1 This Agreement will inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

23 TITLES/HEADINGS

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

24 SINGULARITY/PLURALITY

24.1 Words in the singular mean and include the plural and vice versa.

25 GOVERNING LAW

25.1 This Agreement will be governed by and construed in accordance with the laws of Canada and the Province of British Columbia.

26 SEVERABILITY

26.1 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.

27 WAIVER

27.1 The waiver by either Party of a breach, default, delay or omission 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 on this ____ day of _____, _____. I hereby agree to the above terms and authorize the Contractor to perform the necessary Services on my Equipment as stated on the service order. I also agree to the terms and condition contained within this Agreement.

Client (Representative) Name: _____ Client Signature: _____

Contractor Name: _____ Contractor Signature: _____