

MEMBER CONTRACT

PARTIES

- This Member Contract is entered into on start date (the date when the project is started), by and between _____, with an address of _____ (hereinafter referred to as the “**SUPERVISOR**”), and _____, with an address of _____ (hereinafter referred to as the “**Member**”) (collectively referred to as the “**Parties**”).

DUTIES AND RESPONSIBILITIES

- During the project period, the Member shall have the responsibility to perform the assigned duties by SUPERVISOR.
- The Parties agree that any responsibilities provided in this contract may not be assigned to any other party unless both parties agree to the assignment in writing.

PAY AND COMPENSATION

- The Parties hereby agree that TECVICO/SUPERVISOR will pay Member based on the TECVICO rule, payable after the end of the project by TECVICO/SUPERVISOR’s approval.

WORKING HOURS

- Upon the contract with the supervisor, he/she will be working from _____ to _____ (Monday to Friday) / he/she will work on average _____ hours per week.

TERMs OF CONTRACT

- This contract shall be effective on the date of signing this contract (hereinafter referred to as the “**Start Date**”) and will end in ____ months.
- If the project was suspended/on-hold by TECVICO/SUPERVISOR for a while, this time will be added to end date of this project.
- If the project was delayed due to lack of work by the member, he/she should continue working till completing the project. Obviously, the member will be penalized daily by his/her initial coins and benefits of the project.

TERMINATION

- This contract may be terminated in case the following occurs:
 1. Immediately in case that the member breaches this Contract.
 2. At any given time by providing a written notice to the other party 30 days prior to terminating the contract. (Must replace the new expert by company's approval)
 3. In case of terminating the contract, all benefits of the project and initial coins will be deducted.
- Upon terminating this contract, the member will be required to return all TECVICO/SUPERVISOR's materials, products or any other content at his/her earliest convenience, but not beyond two days after leaving the project.

CONFIDENTIALITY

- All terms and conditions of this contract and any materials provided during the term of the contract must be kept confidential by the member, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this contract, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the TECVICO/SUPERVISOR.

INTELLECTUAL PROPERTY

- Hereby, the Member agrees that any intellectual property provided to him/her by the TECVICO/SUPERVISOR will remain the sole property of the TECVICO/SUPERVISOR including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, Confidential Information or trade secrets.

EXCLUSIVITY

- The member is not entitled to enter into a similar contract as long as he/she remains a party to this contract.

LIMITATION OF LIABILITY

- In no event shall the TECVICO/SUPERVISOR be individually liable for any damages for breach of duty by third parties, unless the TECVICO/SUPERVISOR's act or failure to act involves intentional misconduct, fraud, or a knowing violation of the law.

SEVERABILITY

- In an event where any provision of this Contract is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

GOVERNING LAW

- This Contract shall be governed by and construed in accordance with the laws of Canada.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Contract shall be submitted to (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of Canada.

ATTORNEY FEES

- In the event of any dispute between the parties concerning the terms and provisions of this contract, the party prevailing in such dispute shall be entitled to collect from the other party all costs incurred in such dispute, including reasonable attorneys' fees.

ENTIRE CONTRACT

- This Contract contains the understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior contracts, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

AMENDMENTS

- Any amendments made by the TECVICO/SUPERVISOR will be applied to this Contract.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Contract and such is demonstrated throughout by their signatures below:

MEMBER

Name: _____

Date: _____

Signature: _____

SUPERVISOR

Name: _____

Date: _____

Signature: _____