

## INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES AGREEMENT

DATAMETREX (herein after called "The Company") enters into a binding agreement for professional services (the "Agreement") with JINI BYUN (hereinafter called the "Contractor") as outlined in Schedule "A" attached.

**Contractor: JINI BYUN**

**Business No:**

**HST No:**

**Contact No: 416-569-9480**

**Address: TBD**

### 1. TERM

This Agreement is effective from September 27<sup>th</sup> 2016 to \_\_\_\_\_, after which time it may be renewed by mutual written agreement of both parties. Except as otherwise set forth below, this Agreement shall expire as of the close of business on \_\_\_\_\_.

### 2. EARLY TERMINATION

This Agreement may be terminated by the Company at any time prior to its expiry on ten (10) days' prior written notice.

The Company may immediately terminate this Agreement upon written notice to the Contractor if the Contractor materially breaches its obligations under this Agreement or engages in any conduct which the Company, in its sole discretion, determines has or could have an adverse impact on the Company's reputation or interests.

The Company shall have no obligation to the Contractor for any fees or other payments incurred in connection with this agreement, after the effective date of termination. Upon termination, all work prepared or produced by the contractor pursuant to this Agreement shall be immediately delivered to the Company.

### 3. SERVICES

The Contractor agrees to provide, as an independent Contractor, the services described in Schedule "A", attached. The Contractor agrees that minor modifications and updates of the original tasks outlined in Schedule "A" may be performed by the Company's IT Team.

### 4. INDEPENDENT CONTRACTOR

The Contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent or contract personnel of the Contractor is, or shall be deemed to be, an employee of the Company due to this Agreement and the relationship between the Contractor and the Company. In its capacity as an independent contractor, the Contractor agrees to and represents the following:

1. The Contractor will provide the services under this Agreement free from the direction or control of the Company as to means, manners, and methods of

performance;

2. The Contractor has the right and does fully intend to perform services for third parties during the Term;
3. The services required by this Agreement shall be performed by the Contractor, or Contractor's employees or contract personnel and the Company shall not hire, supervise, or pay any assistants to help the Contractor;
4. Neither the Contractor nor the Contractor's employees or contract personnel shall receive any training from the Company in the professional skills necessary to perform the services required by this Agreement; or
5. Neither the Contractor nor Contractor's employees or contract personnel shall be required by the Company to devote full time to the performance of the services required by this Agreement; and
6. The Contractor does not receive the majority of its annual compensation from the Company.

The Company and the Contractor acknowledge and agree that the Company is entering into this Agreement with reliance on the representations made by the Contractor relative to its independent contractor status.

## **5. COMPENSATION INFORMATION**

- A. The Contractor will provide the Company with regular invoices for services rendered as per the details outlined in schedule "A", plus applicable Harmonized Services Tax. This amount includes all embedded expenses.
- B. Payment under this Agreement shall be made by the Company to the Contractor upon receipt and approval by the Contract Manager of the Contractor's billing statement stating that the work for which payment is requested has been appropriately performed.
- C. All billing statements must reflect actual work done.
- D. The Contractor's billing statement(s) may be subject to a final audit prior to the release of the final payment.

## **6. EXPENSES**

The Contractor will be responsible for all expenses and costs incurred in connection with the provision of services under this Agreement. In particular, as an independent Contractor, the Contractor will be responsible for its own Canada Pension Plan, Employment Insurance, Employer Health Tax, Workplace Safety and Insurance and Income Tax contributions, all statutory or other deductions, taxes, premiums or contributions related to the payments made hereunder, as well as the cost of any health benefits it may wish to secure for its staff. The Contractor will be responsible for providing work-related materials, supplies and equipment required in providing services under this Agreement. Any materials that may be provided by the Company for use during the term of this Agreement must be returned promptly to the Company at the completion of the term.

## 7. INDEMNITY

The Contractor shall indemnify and keep harmless the Company against all losses, expense, damage and/or penalties that may arise out of any action for damages to property or persons occasioned by the performance of the services under this Agreement.

## 8. CONFIDENTIAL INFORMATION

The Contractor acknowledges that all information about **[information systems and software, and any intellectual property, work product, notes, data, diagrams, marketing plans, records, and private corporate and financial information about the Company]** is proprietary to the Company. The Contractor agrees not to disclose any of such information to anyone outside the Company, except where such disclosure is necessary for the proper and bona fide execution of the Contractor's duties hereunder, without the prior written consent of the Company. The Contractor's obligation not to disclose such information without prior written consent will continue to apply after this Agreement has terminated until such time as the information becomes public knowledge through no fault of the Contractor.

## 9. CONFLICT OF INTEREST

Except as has been disclosed to the Company, the Contractor affirms that neither the Contractor, nor its affiliates or their employees, has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect that would conflict in any manner with the Contractor's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

The Contractor further affirms that neither the Contractor nor any affiliates or employees of either has accepted or shall accept anything of value based on an understanding that the actions of the Contractor or its affiliates or either's employees on behalf of the Company would be influenced. The Contractor shall not attempt to influence any Company employee by the direct or indirect offer of anything of value. The Contractor also affirms that neither the Contractor, nor its affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or such affiliates, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of a conflict of interest, the Contractor agrees that the conflict of interest shall be resolved to the Company's satisfaction or the Company may terminate this Agreement.

## 10. COMPANY'S PROPERTY RIGHTS

All work product and discoveries, developed, created or invented by the Contractor in connection with the services described in Schedule "A", will be the sole and exclusive property of the Company, and the Company shall own all copyrights, trade secrets, patents or other intellectual property rights, in all such works (collectively, "Intellectual Property Rights"). The Contractor agrees to and hereby irrevocably assigns to the Company all Intellectual Property Rights in all such works. The Contractor further agrees to give the Company such information and execute all additional documentation as may be reasonably required to vest and/or evidence the assignment of all such rights in the Company. The Contractor waives its moral rights to any and all of the work products and discoveries.

## **11. ASSIGNMENT**

The Contractor may not assign this Agreement.

## **12. GOVERNING LAW**

This Agreement shall be governed by the laws of the Province of Ontario.

## **13. TOTAL AGREEMENT**

This Agreement, together with Schedule "A", contains the entire agreement between the Company and the Contractor superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in the Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Company and the Contractor.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto.

DATAMETREX

Per: \_\_\_\_\_

Date and Place: \_\_\_\_\_

\_\_\_\_\_

[NAME]:

Date and Place: \_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"**

**DATAMETREX**

**DESCRIPTION OF SERVICE**

Task	Task summary	Work duration				Resource Type	Budgets	Hourly Rate(Max)	
		Hours	Weeks (40hours/w)	Weeks (20hours/w)	Weeks (17.5hours/w)		CAD	Hours	Weeks (40hour/w)
1	DT back end development and data validation	100	2.5	5	5.714285714	Senior	\$ 4,000.00	\$ 40.00	\$ 1,600.00
2	DT front end development and ERP integration	75	1.875	3.75	4.285714286	Senior	\$ 3,000.00	\$ 40.00	\$ 1,600.00
	Sub Total	175	4.375	8.75	10		\$ 7,000.00		
						Tax	\$ 910.00		
						Total	\$ 7,910.00		

- DT back end development and data validation: Scopes of the task have been discussed with the contractor
- DT front end development and ERP integration: Scopes of the task have been discussed with the contractor