

# Employment Contract

● January 1, 2026 ● December 31, 2028

## FIRST PARTY

A

### Tech Innovations Ltd

45 Queen Street  
London  
EC1V 9DS  
United Kingdom

contact@techinnovations.co.uk | +44 20 7946  
0123

## SECOND PARTY

B

### John Smith

78 Baker Street  
London  
NW1 6XE  
United Kingdom

john.smith@email.com | +44 7712 345678

*This Employment Contract (the "Contract") is entered into between Tech Innovations Ltd (the "Employer") and John Smith (the "Employee"). This Contract outlines the terms and conditions of employment.*

## TERMS AND CONDITIONS

### 1. DEFINITIONS

In this Agreement:

**Services:** the services described in Schedule A

**Deliverables:** all work product, materials, or results created in connection with the Services

**Intellectual Property Rights:** all intellectual property rights, including copyright, moral rights, industrial design rights, trade secrets, and other proprietary rights recognized under Canadian law

**Effective Date:** the date the Services begin, being January 1, 2026

### 2. SERVICES

2.1 The Contractor shall provide the Services in a professional manner consistent with generally accepted industry standards.

2.2 The Contractor shall have full control over the manner, means, methods, and timing of performing the Services, subject only to agreed deliverables and deadlines.

2.3 Nothing in this Agreement obligates the Client to provide work or the Contractor to accept work unless agreed in writing.

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### **3. TERM**

This Agreement shall commence on the Effective Date and continue until terminated in accordance with Section 14.

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### **4. FEES AND PAYMENT**

4.1 Fees shall be as set out in Schedule B.

4.2 The Contractor shall invoice monthly.

4.3 Payment shall be made within 30 days of receipt of a valid invoice.

4.4 All fees are exclusive of applicable taxes, including GST/HST or PST/QST, where applicable.

4.5 The Contractor may suspend Services upon 7 days' written notice if payment is overdue.

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### **5. EXPENSES**

The Client shall reimburse only those expenses that are pre-approved in writing and reasonably incurred in connection with the Services.

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### **6. CHANGE MANAGEMENT**

6.1 Any material change to the scope, Deliverables, timelines, or pricing must be agreed in writing by both Parties.

6.2 The Contractor is not obligated to perform additional work outside the agreed scope without such written agreement.

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### **7. ACCEPTANCE**

7.1 The Client shall review Deliverables within 10 business days.

7.2 Deliverables shall be deemed accepted unless the Client provides written notice of material non-conformity within that period.

7.3 The Contractor shall remedy valid deficiencies within a reasonable time.

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## 8. INDEPENDENT CONTRACTOR STATUS

8.1 The Parties acknowledge that the Contractor is an **independent contractor** and is not an employee, worker, agent, or partner of the Client.

8.2 The Contractor operates an independent business and bears the risk of profit or loss arising from the Services.

8.3 The Contractor is solely responsible for all federal, provincial, and municipal taxes, Canada Pension Plan (CPP) contributions, Employment Insurance (EI), and other statutory obligations.

8.4 The Contractor is not entitled to any benefits, pension, vacation, or other entitlements provided by the Client to its employees.

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## 9. SUBCONTRACTING

9.1 The Contractor may engage subcontractors or assistants at their own expense, provided the Contractor remains responsible for the Services and Deliverables.

9.2 The Contractor shall ensure that any subcontractor complies with applicable obligations under this Agreement.

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## 10. INTELLECTUAL PROPERTY

10.1 Except for Contractor Pre-Existing Intellectual Property, all Deliverables shall become the exclusive property of the Client upon full payment of all fees due.

10.2 To the extent permitted under Canadian copyright law, the Contractor hereby assigns all Intellectual Property Rights in the Deliverables to the Client.

10.3 The Contractor waives all moral rights in the Deliverables in favour of the Client to the extent permitted by law.

10.4 The Contractor retains ownership of pre-existing intellectual property but grants the Client a perpetual, royalty-free, non-exclusive licence to use any such materials incorporated into the Deliverables.

10.5 The Contractor may reference Deliverables in portfolios unless restricted by confidentiality obligations.

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## 11. CONFIDENTIALITY

11.1 Each Party shall maintain the confidentiality of all non-public, proprietary, or confidential information disclosed in connection with this Agreement.

11.2 Confidentiality obligations shall survive termination for 5 years.

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## **12. DATA PROTECTION**

Each Party shall comply with applicable privacy and data protection laws, including PIPEDA and applicable provincial privacy laws.

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## **13. WARRANTIES AND LIABILITY**

13.1 Each Party represents and warrants that it has authority to enter into this Agreement.

13.2 The Contractor warrants that the Services will be performed in a professional and workmanlike manner.

13.3 Neither Party shall be liable for indirect, incidental, or consequential damages.

13.4 The Contractor's total liability under this Agreement shall not exceed the fees paid in the preceding 12 months, except for fraud or wilful misconduct.

13.5 Each Party shall maintain commercially reasonable insurance appropriate to its obligations.

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## **14. TERMINATION**

14.1 Either Party may terminate this Agreement upon 30 days' written notice.

14.2 Either Party may terminate immediately for material breach not cured within 14 days.

14.3 Upon termination, the Client shall pay the Contractor for Services performed up to the termination date.

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## **15. CONFLICT OF INTEREST**

The Contractor shall not knowingly engage in activities that create a material conflict of interest with the Services during the term of this Agreement.

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## **16. FORCE MAJEURE**

Neither Party shall be liable for failure or delay in performance due to events beyond reasonable control.

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## **17. DISPUTE RESOLUTION**

The Parties shall attempt to resolve disputes through good-faith negotiation.

If unresolved, disputes shall be resolved by court proceedings.

## 18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements.

## 19. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

### AGREEMENT SIGNATURES

 PARTY A SIGNATURE

[Signature area for Party A]

**Jane Doe**  
*HR Director*

• January 1, 2026

 PARTY B SIGNATURE

[Signature area for Party B]

**John Smith**  
*Employee*

• January 1, 2026

 WITNESS

[Signature area for Witness]

**Emily Clark**

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 NOTARY PUBLIC CERTIFICATION

Notary Public Registration No. 123456