

**THIS GENERAL SERVICE AGREEMENT (the “Agreement”) dated \_\_\_\_\_**

**BETWEEN:** \_\_\_\_\_

(the “Client”)

**-AND**

Candid Assist

(the “Contractor”).

**BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described in by the terms and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and CandidAssist.com (the “Contractor) (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

**Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the “Services) consisting of:

- Online Administrative Support

2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide Services to the Client.

**Term of Agreement**

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

4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 5 days written notice to the other Party.

**Performance**

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

**Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars)

**Compensation**

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor as defined under the Rates/Services section at [www.candidassist.com](http://www.candidassist.com).

8. The client will be invoiced and/or accounting of prepaid hours will be reported by the Contractor monthly.

9. Invoices submitted by the Contractor to the Client are due within 15 days of receipt. Late payments will be subject to a 10% increase (the "Late Fee") of the amount owed to the Contractor on and after the 16th day and the Late Fee will be increased by 10% every 5 days following.

**Reimbursement of Expenses**

10. The Contractor will be reimbursed for any expenses incurred in connection with providing the Services of this Agreement that have been pre-authorized by the Client.

**Confidentiality**

11. Confidential information (the "Confidential Information") refers to any data of information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of Confidential Information could reasonably be expected to cause harm to the Client.

12. 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.

13. All written and oral information and materials 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 Agreement or how it was provided to the Contractor.

**Ownership of Intellectual Property**

14. All intellectual property and related material (the “Intellectual Property”) that is developed or produced under this Agreement, will be the sole property of this Client. The use of the Intellectual Property by the Client will not be restricted in any matter.

15. 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 not be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property provided by the client. Unauthorized use of Intellectual Property is not limited to brand or copyright infringement.

**Capacity/Independent Contractor**

16. 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.

**Notice**

17. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. Delivered by email to [info@candidassist.com](mailto:info@candidassist.com).
- b. Submitted by use of the contact form under the Contact Us section at [www.candidassist.com](http://www.candidassist.com).

or to such other address as any Party may from time to time notify the other.

**Indemnification**

18. 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 to the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against 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, stockholders, 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.

**Dispute Resolution**

19. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

20. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

**Modification of Agreement**

21. 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.

**Time of the Essence**

22. Time is of the essence in the Terms of the Agreement. No extension or variation of the Terms will operate as a waiver of this provision.

**Assignment**

23. 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.

**Entire Agreement**

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

**Enurement**

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

**Titles/Headings**

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

**Gender**

27. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

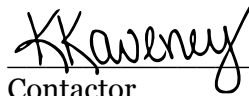
28. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceeding under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

29. 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.

**Waiver**

30. The waiver by either Party of 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.

 _____	_____
Contactor	Client
_____	_____
Date	Date