



Sam Nimchonok - President
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Service Providers / Representatives Agreement

All "Service Providers" are self-employed and will maintain their own licenses (Provincial/City) as required by law in the areas that they will represent ***I.T. Responders***. As well, each service provider is responsible for any taxes required paying if an income is claimed against their personal.

As a representative for ***I.T. Responders***, you are an independent *contractor* or if you prefer the term *freelancer*, and not an employee of such company.

You may not enter any contract or lease in the name of ***I.T. Responders***.

Any dispute with ***I.T. Responders*** or its management will be settled through **GOOD FAITH NEGOTIATION** or (if necessary) **ARBITRATION** according to the provisions

The use of certain trademarks / logos / information of ***I.T. Responders*** are subject to the approval of the President of the company and must be done so prior to usage.

All customers who purchase products or services through the consultation of ***I.T. Responders*** will be retained in our database, but can retain continued service and support of the originating service provider. It is at the sole discretion of the client as to whom the professional relationship(s) may continue with at any time.

Basic Agreement

- Service providers will pay an amount equal to **20%** (*twenty percent*) of the NET invoice to ***I.T. Responders***. This amount will be provided through proof of invoice by the service provider once the client has paid in full. If a referral fee is to be paid (*10% - ten percent*), this will be paid directly to the referral once the services have been completed and paid for in full to ***I.T. Responders***.
- ***I.T. Responders*** and all affiliated companies retain sole rights to retain a database of all clients, communications, documents, agreements, templates, and databases.
- Management can cancel agreements with all representatives at their discretion and within reason.
- Representatives of whom services are no longer required cannot use information (concepts, and ideas) gathered during their tenure to start their own business or divulge the same information to a new employer that would otherwise be considered competitive in nature or similar to such.
- ***I.T. Responders***, its owners and management are exempt from any liabilities incurred by any representatives doing business through ***I.T. Responders***.

Service Providers Remuneration

1. All services provided to clients through ***I.T. Responders*** or a representative referral there of are permitted to provide their own pricing structure. This pricing structure should be considered at the time to be competitive and professionally quoted. ***I.T. Responders*** is paid **20%** (*twenty percent*) of the **NET** invoice once the service has been completed and the client has paid the invoice balance in full. This amount is based on support and services (eg. Set-ups, installation, training, troubleshooting, etc.) and does not include hardware purchases. A structured amount will be determined between the service provider and ***I.T. Responders*** when hardware is considered.
2. All individuals that provide a referral for services to be carried out through ***I.T. Responders***, a representative or service provider will be paid **10%** (*ten percent*) of the NET invoice for the service provided. This is only paid once the service provider has completed the service and has been paid in full by the client. The only exception to this amount is when hardware is part of the quote and service.

As per /



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****Please note that this is only an agreement and not a contract.**