

CONSULTING SERVICES AGREEMENT

Party A (Consultant) Name: _____

Party A Address: _____

Party A Phone / Email: _____

Party B (Client) Name: _____

Party B Address: _____

Party B Phone / Email: _____

Recitals:

WHEREAS, Consultant has expertise and experience in providing professional consulting services; and WHEREAS, Client desires to engage Consultant to provide such consulting services under the terms and conditions set forth herein; NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Engagement of Services

Client hereby engages Consultant, and Consultant accepts such engagement, to perform the consulting services described in Exhibit A attached hereto and incorporated by reference (the "Services"). Consultant shall perform the Services in a professional and diligent manner consistent with industry standards.

2. Term

This Agreement shall commence on the Effective Date and shall continue until the completion of the Services or termination by either party in accordance with this Agreement.

3. Compensation

Client shall pay Consultant the fees set forth in Exhibit B attached hereto. Unless otherwise agreed in writing, all fees are due within thirty (30) days of invoice date. Late payments shall bear interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

4. Expenses

Consultant shall be reimbursed for reasonable and necessary expenses incurred in connection with the performance of the Services, provided that such expenses are pre-approved in writing by Client.

5. Independent Contractor

Consultant shall perform the Services as an independent contractor and not as an employee or agent of Client. Consultant shall have no authority to bind Client or incur any obligation on Client's behalf.

6. Confidentiality

Consultant agrees to keep confidential and not disclose any proprietary or confidential information of Client obtained during the term of this Agreement, except as required by law or with Client's prior written consent.

7. Intellectual Property

All work product created by Consultant in connection with the Services shall be the sole and exclusive property of Client to the extent permitted by applicable law. Consultant hereby assigns all rights, title, and interest in such work

product to Client.

8. Warranties and Representations

Consultant represents and warrants that it has the right and authority to enter into this Agreement and perform the Services. Consultant makes no other warranties, express or implied, except as expressly stated herein.

9. Indemnification

Consultant agrees to indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses arising out of Consultant's gross negligence or willful misconduct in connection with this Agreement.

10. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONSULTANT'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

11. Termination

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon termination, Consultant shall deliver to Client all work product and return any Client property. Client shall pay Consultant for Services performed through the date of termination.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of the courts located in Toronto, Ontario for any disputes arising under this Agreement.

13. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall first be attempted to be resolved through good faith negotiations between the parties. If unresolved, the dispute shall be submitted to mediation before resorting to litigation.

14. Entire Agreement

This Agreement, including all Exhibits attached hereto, constitutes the entire understanding between the parties and supersedes all prior agreements, understandings, and communications, whether oral or written, relating to the subject matter herein.

15. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

16. Notices

All notices required or permitted under this Agreement shall be in writing and deemed delivered when delivered in person, sent by recognized overnight courier, or sent by registered mail to the addresses set forth above or such other addresses as either party may designate by notice.

17. Force Majeure

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, government restrictions, natural disasters, or labor disputes.

18. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and such provision shall be reformed to the extent necessary to make it enforceable.

19. Waiver

No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach. All waivers must be in writing and signed by the waiving party.

20. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by electronic means or PDF shall be deemed original signatures.

CONSULTANT SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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