

ENGAGEMENT LETTER

Client: _____

Address: _____

Contact Person: _____

1. Introduction

This Engagement Letter ("Agreement") sets forth the terms under which [Service Provider Name] ("Service Provider") will perform professional services for [Client Name] ("Client"). This Agreement is governed by the laws of Canada, and all services shall be provided in accordance with applicable Canadian laws and regulations.

2. Scope of Services

Service Provider agrees to provide the following services to Client: [Insert detailed description of services to be performed]. Any additional services not explicitly stated herein shall require a separate written agreement.

3. Fees and Payment Terms

Client agrees to pay Service Provider fees as follows: [Detail fee structure, rates, retainer, or fixed amounts]. Invoices are payable within thirty (30) days of receipt. Late payments shall incur interest at the rate of 1.5% per month or the maximum permitted by law.

4. Term and Termination

This Agreement shall commence upon acceptance by both parties and shall continue until the completion of the services or termination by either party upon thirty (30) days written notice. Termination does not relieve Client of the obligation to pay for services rendered prior to termination.

5. Confidentiality

Both parties agree to maintain confidentiality of all proprietary, confidential, or sensitive information disclosed during the term of this Agreement. This obligation shall survive termination of this Agreement.

6. Intellectual Property

Unless otherwise agreed in writing, intellectual property developed by Service Provider in connection with the services shall remain the property of Service Provider. Client is granted a non-exclusive, non-transferable license to use such intellectual property for its internal purposes.

7. Warranties and Representations

Service Provider represents that it will perform services with reasonable care, skill, and diligence in accordance with professional standards. Except as expressly set forth, no other warranties, express or implied, are made.

8. Limitation of Liability

To the maximum extent permitted by law, Service Provider's total liability arising out of or in connection with this Agreement shall be limited to the amount of fees paid by Client under this Agreement. Neither party shall be liable for indirect, incidental, consequential, or punitive damages.

9. Indemnification

Client agrees to indemnify and hold harmless Service Provider, its officers, employees, and agents from any claims, liabilities, damages, or expenses arising from Client's misuse of deliverables or breach of this Agreement.

10. 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 conflict of laws principles. The parties consent to the exclusive jurisdiction of the courts of Ontario in respect of any dispute hereunder.

11. Dispute Resolution

The parties agree to attempt to resolve any dispute arising from this Agreement through good faith negotiations. If unresolved, disputes shall be submitted to mediation prior to initiating litigation.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior understandings, agreements, or representations. Any amendments must be in writing and signed by both parties.

13. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier; or (c) on the date sent by email or other electronic means with confirmation of transmission.

14. 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. Electronic signatures shall have the same legal effect as original signatures.

CLIENT SIGNATURE

SERVICE PROVIDER SIGNATURE

Signature: _____

Signature: _____

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