

GENERAL SERVICE AGREEMENT

Location: _____ Effective Date: _____

Parties:

Service Provider Name: _____

Service Provider Address: _____

Client Name: _____

Client Address: _____

Services:

Service Provider agrees to perform the services (the "Services") described in Schedule A attached hereto and incorporated herein by reference. Service Provider shall perform the Services in a professional and workmanlike manner in accordance with generally accepted industry standards.

Term and Termination:

This Agreement shall commence on the Effective Date and continue until terminated by either party upon written notice to the other party at least thirty (30) days prior to the intended termination date. Either party may terminate immediately for cause in the event of a material breach by the other party if such breach remains uncured for a period of fifteen (15) days after receipt of written notice thereof.

Compensation:

Client agrees to pay Service Provider the fees set forth in Schedule B attached hereto and incorporated herein. Payments shall be made within thirty (30) days of receipt of invoice unless otherwise agreed in writing.

Confidentiality:

Each party agrees to maintain in confidence all information disclosed by the other party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include information which is or becomes publicly available through no fault of the receiving party, or was independently developed by the receiving party.

Intellectual Property:

Unless otherwise agreed in writing, all intellectual property rights arising from the Services shall be the exclusive property of the Service Provider. Client is granted a non-exclusive, non-transferable license to use deliverables solely for its internal business purposes.

Indemnification:

Each party shall indemnify, defend, and hold harmless the other party and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or related

to any breach of this Agreement or negligence or willful misconduct.

Limitation of Liability:

Except for liability arising from gross negligence or willful misconduct, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, whether in contract, tort, or otherwise, even if advised of the possibility thereof.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable province or territory without regard to conflict of laws principles. The parties submit to the exclusive jurisdiction of the courts of that province or territory for the resolution of any disputes arising out of or in connection with this Agreement.

Independent Contractor:

Service Provider is an independent contractor and nothing in this Agreement shall be deemed to create an employment, partnership, or agency relationship between the parties.

Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, government actions, strikes, or natural disasters. Affected party shall notify the other party promptly of such event and resume performance as soon as reasonably possible.

Notices:

All notices under this Agreement shall be in writing and delivered by hand, courier, certified mail, or email to the addresses set forth above or such other address as notified in writing by a party.

Amendments:

No amendment or modification to this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

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 replaced by a valid provision that most closely reflects the parties' intent.

Entire Agreement:

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

Counterparts and Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

SERVICE PROVIDER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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