



1526 Beaty Trail
Milton, Ontario
L9T 5V3

ROBERT DUVALL CONSULTING INC.

GENERAL TERMS & CONDITIONS

t: (289) 878-7922

Terms of Agreement

1. The term of this Agreement will begin on the date of this Agreement and will continue for a period of six (6) months from the effective date of this Agreement and shall automatically renew indefinitely until terminated in accordance with the terms described in Section 4 of this Agreement
2. In the event either party wishes to terminate this Agreement, that party will be required to provide a notice period of at least sixty (60) days advance written notice.
3. Except as otherwise provided in this Agreement, the obligations of RDC will terminate upon the earlier of RDC ceasing to be engaged by the Customer or the valid termination of this Agreement by the Customer or RDC.
4. RDC reserves the right to withhold services while the Customer is in arrears for amounts payable under this Agreement.

Compensation & Payment

5. **Compensation** -- For the services rendered by RDC as required by this Agreement, the Customer will pay to RDC compensation in accordance with Section 1 of this Agreement. In addition to the aforementioned compensation, RDC will be entitled to additional compensation for performing any of the Additional Services as detailed in Schedule "A" (Additional Services) to this Agreement.
6. **Payment** -- Compensation under this Agreement shall be payable on a monthly basis. The Customer shall pay each invoice submitted by RDC within ten (10) business days of the issuance of such invoice. If the Customer fails to pay the Fees or any other amounts due hereunder within ten (10) business days of their due date such unpaid amounts will bear interest from the date due to the date of payment at the rate of 24 percent (24%) per annum compounded monthly.
7. **Reimbursement of Expenses** -- RDC will be reimbursed from time to time for all reasonable and necessary expenses incurred by RDC in connection with providing the Services hereunder. RDC will furnish statements and vouchers to the Customer for all such expenses.
8. **Taxes** -- The Fees are exclusive of all taxes, and the Customer agrees to pay any and all taxes on the Services rendered under this Agreement.

Confidentiality

9. RDC agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which RDC has obtained, except as may be necessary or desirable to further the business interests of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

No Exclusivity

10. The parties agree that no rights or obligations of exclusivity are created hereunder in favour of either party and that nothing in this Agreement shall restrict or prevent the Customer or RDC from entering into agreements with other persons concerning the acquisition of or the provision of, as applicable, technology, products or services which are similar to or related to the technology, products and/or services provided RDC as part of the Services.

Data and Privacy

11. **Ownership of Data** -- The Customer Data is and shall remain the sole and exclusive property of the Customer. The Customer grants to RDC, during the Term, a royalty-free, non-transferable and non-exclusive license to use the Customer Data for the purposes of the provision of the Services.
12. **Use of Data** -- RDC shall use commercially reasonable efforts to safeguard against the destruction, loss, disclosure or misuse of the Customer Data in its possession or under its management. The Customer agrees that it is solely responsible for determining that the security measures specified in this Agreement constitute appropriate measures to protect Customer Data as necessary with respect to the operation of its business and as required by applicable laws. As part of the Services, RDC shall at the request by the Customer at any time, or on the termination or expiration of this Agreement, promptly return to the Customer, in the format or formats and on the media reasonably requested by the Customer, all of the Customer Data or such portion of it as has been requested by the Customer. Following such return RDC shall destroy any Customer Data remaining in its possession or control.
13. **No Liability** -- RDC will not be responsible or liable for the security or integrity of any Customer Data, work product (whether developed by RDC or otherwise) or other information owned or retained by the Customer during: transmission via public telecommunications facilities (including the Internet) or services, storage on any third-party hosting solutions or servers, or while located on any storage medium or transmission capability under the control or ownership of the Customer.
14. **Privacy Laws** -- The parties are each responsible for complying with any obligations applying respectively to them under the applicable data protection and personal information protection laws ("Privacy Laws") governing the Customer Data, and in particular the *Personal Information Protection and Electronic Documents Act (PIPEDA)*. RDC agrees that it shall comply with *PIPEDA* at all times and reasonably assist the Customer to comply with such Privacy Laws as requested by the Customer at extra charge to the Customer.

Subcontracting & Capacity/Independent Contractor

15. RDC may, without the prior consent of the Customer, subcontract to any third party any of the Services to be provided to the Customer hereunder. In the event that RDC subcontracts any of the Services to a third party RDC shall be and remain fully responsible for any acts or omissions of any such permitted subcontractors and such acts or omissions shall be deemed to be those of RDC.

16. It is expressly agreed that RDC is acting as an independent contractor and not as an employee in providing the Services under this Agreement. RDC and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Liability, Indemnification & Legal Expenses

17. It is understood and agreed that RDC will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.
18. NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE, THE TOTAL AGGREGATE LIABILITY, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND OR NATURE WHATSOEVER, OF RDC TO THE CUSTOMER AND THE TOTAL AGGREGATE LIABILITY OF THE CUSTOMER TO RDC, FOR ALL EVENTS, ACTS AND OMISSIONS ARISING OUT OF OR IN ANY CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE AGGREGATE OF ALL REGULAR FEES PAID OR TO BE PAID DURING THE THEN CURRENT TERM OF THIS AGREEMENT.
19. The Customer assumes all responsibility for the possession, maintenance and renewal of any third party software license(s), whether provided, altered or manipulated in any manner by RDC, its agents or sub-contractors.
20. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.
21. Customer will indemnify and hold RDC harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by RDC.

General Terms

22. **Currency** -- Except as otherwise provided in this Agreement, all monetary amounts referred to herein are in Canadian dollars [CAD].
23. **Dispute Resolution** -- 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. 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 not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Province of Ontario. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Province of Ontario.
24. **Entire Agreement** -- It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
25. **Enurement** -- This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.
26. **Force Majeure** -- If, by reason of Force Majeure, a party is delayed or unable, in whole or in part, to perform or comply with any of its obligations under the Agreement, then, subject to the remainder of this Section, it shall be relieved of liability and shall suffer no prejudice for failing to perform for such time and to the extent that the inability was caused by Force Majeure, provided that such party gives to the other party reasonably prompt notice of such inability. In the event of a Force Majeure, the non-performing party shall use commercially reasonable efforts to remedy the situation and remove the cause of its inability to perform as soon as is reasonably possible.
27. **Gender** -- Words in the singular mean and include the plural and vice versa; words in the masculine mean and include the feminine and vice versa.
28. **Governing Law** -- It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings 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 Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.
29. **Modification of Agreement** -- Any amendment or modification of this Agreement or additional obligation assumed by either party in connection thereto will only be binding if evidenced in writing signed by each party or an authorized representative of each party.
30. **Notice** -- 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 per the contact information written on page one [1] of this Agreement, or to such other address as to which any Party may from time to time notify the other.
31. **Return of Property** -- Upon the expiry or termination of this Agreement, RDC will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.
32. **Severability** -- 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 said parts severed from the remainder of this Agreement.
33. **Time of the Essence** -- Time is of the essence in this Agreement; no extension or variation thereto will operate as a waiver of this provision.
34. **Title/Headings** -- Headings are for the convenience of the parties only and are not to be considered when interpreting this Agreement.
35. **Waiver** -- The waiver by either party of a 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.