

[TYPE OF SERVICE] CONSULTING AGREEMENT

Between:

[CLIENT NAME]

the “Customer”

- and -

[CONSULTANT NAME]

the “Consultant”

1. **Consulting Services.** The Consultant and the Customer (each a “Party”, together referred to as the “Parties”), have agreed that the Consultant will provide certain consulting Services, as described below, to the Customer, and have agreed to the following terms.
2. **Scope of Services.** “Services” means [DESCRIBE WHAT YOU ARE HIRING THE CONSULTANT TO DO — BE AS SPECIFIC AS POSSIBLE].
3. **Delivery of Services.** The Services shall be performed only by the Consultant or any other person who is approved by the Customer in writing or verbally.
4. **Term of Agreement.** The Services will begin on [THE DATE THE CONSULTING SERVICES WILL BEGIN], and will continue until the earlier of [DATE THE CONSULTING SERVICES WILL END], or as terminated pursuant to this Agreement.
5. **Fee for Services.** The Consultant shall deliver invoices to the Customer in intervals as agreed to by the Parties. The Customer shall pay to the Consultant at a rate of [AMOUNT TO BE PAID TO THE CONSULTANT “per hour”, “per day” or “in total”] during the term of this Agreement.
6. **Taxes.** Unless the Consultant provides the Customer with notice that the Consultant is exempt from collecting and paying applicable sales taxes, the Customer shall pay all applicable sales taxes on the Fees to the Consultant and the Consultant shall be responsible for remitting such sales taxes on goods and services to the appropriate taxation authority.

7. **Expenses.** The Consultant shall assume responsibility and pay for all reasonable expenses necessary to effectively provide its Services under this Agreement. If the Customer agrees to pay for any expenses, such expenses shall first be approved by the Customer or by any other person the Customer should choose to designate.
8. **Services.** The Consultant shall perform the Services to the best of its ability and to a standard of a reasonable professionalism within the industry of the Services. Any personnel provided by the Consultant shall perform their work to the same professional standard.
9. **Time of Services.** The Consultant shall allocate the time required to complete the Services for the Customer in a professional manner. It is a material term of this Agreement that the Consultant shall complete the Services within the term set-out in Section 4 of this Agreement.
10. **Conflicts.** The Consultant shall not be restricted in delivering its services to other individuals or businesses while the Services are being delivered to the Customer, unless doing so would be in conflict with the interests of the Customer.
11. **Licenses and Permits.** The Consultant shall obtain and hold in good-standing all necessary licenses, permits and approvals required to comply with all laws, codes or regulations relating to the Services being provided and shall maintain and produce records of these licenses, permits and approvals for the Customer upon request.
12. **Rules and Regulations.** The Consultant and its employees, personnel and contractors shall always comply with any necessary laws, codes and regulations as well as the rules and regulations of the Customer, so long as the Customer has made the Consultant reasonably aware of its rules and regulations.
13. **Insurance.** The Consultant shall obtain, hold and maintain in good-standing all insurance policies that would be reasonably required to protect the Customer from liability arising from the Consultant's delivery of the Service under this Agreement, including, but not limited to workers' compensation insurance, employment insurance, and public liability and property damage insurance.
14. **Indemnity.** The Customer shall indemnify and hold harmless the Consultant or any of its directors, officers, employees or agents (the "**Releasees**") from any and all claims, actions, losses, expenses, costs or damages that the Customer or any of its directors, officers, employees or agents (the "**Releasers**") may have now, in the past, or in the future, as a result of the negligence of the Consultant or its personnel in the performance or non-performance of the Services.
15. **Non-Competition.** During the term of this Agreement, and for 24 months following its termination, the Consultant shall not engage in any activity that would compete in any way whatsoever with the activities of the Customer in which the Consultant was or is involved, or where the Consultant gained confidential or sensitive information of the Customer, directly or indirectly through the delivery of the Services. For further

clarity, this Section is to be geographically limited to areas and locations that the Customer actually operates in.

16. **Non-Solicitation.** During the term of this Agreement, and for 24 months following its termination, the Consultant shall not, without the written consent of the Customer, directly or indirectly, solicit or attempt to solicit any person who: (a) was a customer of the Customer as of the date of this Agreement was terminated; (b) was a customer of the Customer at any time within the 24 month period immediately before the date of the termination of this Agreement; (c) was solicited as a prospective customer by the Customer at any time during the provision of Services under this Agreement, should the Consultant have had knowledge of this pursuit; or, (d) was an employee or contractor of the Customer as of the date this Agreement was terminated or within the one-year period immediately before the date of the termination of this Agreement.

17. **Intellectual Property.** All Intellectual Property, as defined below, and all copyrights and other rights, titles and interests, both legal and equitable, in and to the Intellectual Property belong exclusively to the Customer. The Consultant hereby assigns, transfers, grants and delivers all copyrights, patents, trade secrets, trademarks and other rights, titles and interests whatsoever, both legal and equitable, solely irrevocably and exclusively throughout the world to the Customer, that Consultant may own in such Intellectual Property. The Consultant hereby waives, and represents and warrants to the Customer that its employees or personnel delivering the Services have waived, in whole all moral rights that the Consultant or its employees and personnel may have in the Intellectual Property, including the right to restrain use or reproduction of the Intellectual Property in any context and in connection with any product, service, cause or institution. The Consultant shall execute such grants, assignments and waivers of all such rights as the Customer may reasonably request from time to time. **“Intellectual Property”** shall include, but is not limited to, every concept, development, design, process, computer program, invention, procedure, system, writing, drawing, plan, know-how, trade secret, customer list, data, market research, product or service details, economic information, or any other intangible asset of value, which are in any way related to the business of the Customer and which are created, developed, invented or written by the Consultant or by any of its personnel for the purpose of the provision of the Services under this Agreement.

18. **Confidential Information.**

19. **“Confidential Information”** means all information and data, including, but not limited to, all business, planning, performance, financial, product, trade secrets, technical, sales, marketing, contractual, employee, Consultant and customer information and data, disclosed orally, in writing or electronically to the Consultant by the Customer hereunder. Confidential Information shall not include information which (i) is or becomes generally available to the public without the Consultant’s fault, (ii) is lawfully obtained by Consultant from a third party or parties unconnected to the

Customer, without breach of any confidentiality obligations hereunder, or (iii) is required to be disclosed by law.

20. The Consultant shall keep confidential all Confidential Information disclosed to it and shall take all necessary precautions against unauthorized disclosure of the Confidential Information. The Consultant shall not directly or indirectly disclose, permit access to, transmit or transfer any Confidential Information to any third party without the prior written consent of Customer. The Consultant shall not use or copy any Confidential Information except as may be reasonably required to perform the Services.
21. The Consultant acknowledges that the Customer has or may receive in the future from third parties its confidential or proprietary information subject to a duty on the part of the Customer to maintain the confidentiality of such information and to use it only for certain limited purposes related to the Services. The Consultant shall hold all such confidential or proprietary information in the strictest confidence and shall not disclose it to any person or organization or use it except as strictly necessary in providing the Services in a manner consistent with the Customer's agreement with such third party.
22. The Consultant shall ensure that each of its employees, contractors or agents that is given access to the Customer's Confidential Information executes a confidentiality agreement pursuant to which such employee, contractor or agent is obligated to protect the Customer's Confidential Information to the same extent as the Consultant is required to protect such information under this Agreement. The Consultant shall provide copies of such executed documents to the Customer upon request.
23. The Consultant acknowledges and agrees that monetary damages may not be an adequate remedy to compensate the Customer for any breach of the Consultant's obligations under this Agreement regarding Confidential Information. Accordingly, the Consultant agrees that, in addition to any and all other remedies available to Customer under this Agreement or at law or in equity, the Customer shall be entitled to obtain permanent injunctions to enforce such obligations.
24. The Consultant represents and warrants to the Customer that (i) its performance under this Agreement shall not breach any obligation to keep confidential the proprietary information of any prior employer or client of the Consultant or any other third party, and (ii) it will not bring to Customer, and shall not use in the performance of its work with Customer, any trade secrets, confidential information and other proprietary information of any prior employer or client of the Consultant or any other third party.
25. **Consultant Not an Employee.** The Consultant and any of its employees or personnel who may be delivering the Services under this Agreement are not employees of the Customer and are not entitled to receive any employment benefits from the Customer. Further, the Customer shall not be required to make contributions for employment insurance, provincial/state or federal pension plans,

workers' compensation or similar premiums, employer health tax and other similar levies on behalf of any of the Consultant's employees or personnel.

26. **Consultant Shall Not Contract.** The Consultant, its employees, contractors or agents shall not Consultant without the prior written consent of the Customer, enter into any contract on behalf of Customer or bind Customer in respect whatsoever. For further clarity, the Consultant does not have legal or business decision making authority on behalf of the Customer except where otherwise consented to in writing by the Customer.
27. **Termination without Notice.** The Customer or the Consultant may terminate this Agreement (the "**Terminating Party**") at any time in the event that either of the Parties breaches any part of this Agreement (the "**Breaching Party**"), so long as prior written notice is given by the Terminating Party and the breach is not remedied by the Breaching Party within 30 Business Days, defined as any day that is not a Saturday, Sunday or Statutory Holiday in the jurisdiction set forth at Section 28 herein.
28. **Termination with Notice.** Either Party may terminate this Agreement at any time for convenience with 10 Business Days prior written notice to the other Party.
29. **Provisions Operating following Termination.** Following the termination of this Agreement for any reason, with or without cause, the provisions of paragraphs 12, 13, 14, 15, 16, 17 and 18 and any other provisions of this Agreement necessary to give those paragraphs power shall continue in full force and effect.
30. **Assignment.** This Agreement shall be to the benefit of, and binding upon, the successors and permitted assigns of the Parties. The Consultant may not assign its rights or obligations under this Agreement without the prior written consent of the Customer.
31. **Amendments.** Any amendment to this Agreement must be in writing and signed by both Parties to be valid and binding.
32. **Severability.** Each of the paragraphs contained in this Agreement is unique and severable. In the event that any section, provision or part of this Agreement is declared invalid, illegal or unenforceable, the remaining parts of this Agreement shall remain in full force and effect and such declaration shall not affect the validity or enforceability of any other parts of this Agreement.
33. **Governing Law and Forum.** This Agreement shall be governed by and constructed in accordance with the laws of [**CONSULTANT'S STATE OR PROVINCE**] and the federal laws applicable therein. Any disputes arising from this Agreement or between the Parties with respect to the Services shall be resolved in a court of competent jurisdiction in the City of [**CITY OF CONSULTANT**].

34. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter described in this Agreement, and supersedes and replaces in its entirety all previous agreements, communications and understandings relating to the matters referred to in this Agreement.

35. **Notices.** Any notice to be made or given under this Agreement shall be delivered in writing and may be made by personal delivery or by electronic mail to the following recipient at the addresses below:

TO: **[CUSTOMER'S EMAIL ADDRESS]**

TO: **[CONSULTANT'S EMAIL ADDRESS]**

Notice given by personal delivery shall be deemed to have been given on the day of delivery, and if given by registered mail, on the third day following delivery of the notice.

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IN WITNESS WHEREOF the parties have executed this Agreement effective as of **[DATE SENT]**.

Name: **[CUSTOMER'S NAME]**

Company: **[CUSTOMER'S COMPANY NAME]**

Name: **[CONSULTANT'S NAME]**

Company: **[CONSULTANT'S COMPANY NAME]**