This Agreement is made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_, between

{{ client\_name }} (the "Client"), having its principal place of business at {{ client\_address }}

and

{{ consultant\_name }} (the "Consultant"), having its principal place of business at {{ consultant\_address }}.

In consideration of the Client retaining the Consultant to perform services for the Client, it is agreed as follows:

**1. Compensation and Term**

The Client hereby retains the Consultant, and the Consultant hereby agrees to perform the following services: {% set list = [service\_1, service\_2, service\_3, service\_4, service\_5] %} {% for item in list %} {% if item %}

* {{ item }} {% endif %} {% endfor %}

(the “Consulting Services”)

The Client shall pay the Consultant the following in consideration for the Consulting Services:

* {{ consulting\_compensation }}

{% if reimburse\_expenses %}Reasonable and necessary business and travel expenses actually incurred by the Consultant shall be reimbursed by the Client upon submission of expense reports with backup documentation. All such expenses and all travel plans must be approved in advance by the Client. {% endif %}

The Consultant shall provide detailed invoices and shall maintain and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. The Client shall make full payment for services within thirty days of invoice. If the Consultant brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

This Agreement shall commence on {{ consulting\_start\_date }}, and shall remain in effect until all obligations under this Agreement have been properly completed. Either party to this Agreement may terminate this Agreement with or without cause by providing at least 21 days written notice to the other party.

**2. Warranties by Consultant**

The Consultant represents and warrants to the Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent, and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial and municipal laws.

**3. Independent Contractor**

The Consultant acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. The Consultant shall not enter into any contract or commitment on behalf of the Client. The Consultant further acknowledges that it is not considered an affiliate or a subsidiary of the Client, and is not entitled to any of the Client’s employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

**4. Confidentiality**

The Consultant recognizes and acknowledges that this Agreement creates a confidential relationship between the Consultant and the Client and that information concerning the Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning the Client is hereinafter collectively referred to as "Confidential Information." The Consultant agrees to follow the Client information security procedures and otherwise take all reasonable precautions for the protection of Confidential Information.

**5. Nondisclosure**

The Consultant agrees that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to the Client all documents, papers, and other matter in its possession or control that relate to the Client. The Consultant further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

**6. Grant**

The Consultant agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of the Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without the Client's prior written consent. Any rights granted to the Consultant under this Agreement shall not affect the Client's exclusive ownership of the work product.

**7. Office Rules**

The Consultant shall comply with all office rules and regulations, including security requirements, when on the Client’s premises.

**8. Conflict of Interest**

The Consultant shall not offer or give a gratuity of any type to the Client’s employees or agents.

**9. Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the Province of British Columbia.

**10. Entire Agreement and Notice**

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

**IN WITNESS WHEREOF,**

The Client and the Consultant have duly executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_,.

{{ client\_name }}

By:

Name:

Title:

Date:

{{ consultant\_name }}

By:

Name:

Title:

Date: