**IT Services Consulting Agreement**

Between:

Relu Fakealytics Ltd.- the “Consultant”

- and -

XXXX- the “Customer”, “Company” and/or” “Client”

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. **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.
3. **Term of Agreement.** The Services will begin on xxx, and will continue until the earlier of xxx or as terminated pursuant to this Agreement.
4. **Fee for Services.** The Consultant shall deliver invoices to the Customer on a monthly basis. The Customer shall pay to the Consultant US 800 per day for an 8 hour day (US 100/ hour). Additional hours are charged at the hourly rate.
5. **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 in Canada. The Customer shall be responsible for remitting such sales taxes on goods and services to the appropriate taxation authority.
6. **Services.** The Consultant shall perform the Services to the best of its ability and to a standard of reasonable professionalism within the industry of the Services. Any personnel provided by the Consultant shall perform their work to the same professional standard.
7. **Time of Services.** The Consultant shall allocate the time required to complete the Services for the Customer in a professional manner.
8. **Late Fees.** The Client agrees to pay the Consultant 1% per month interest on overdue fees, or the legally allowable maximum, whichever is less.
9. **Invoices.** The Consultant shall submit invoices for all services rendered and the Client shall pay the Consultant within 30 days after receipt unless otherwise agreed in writing.
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.
11. **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.
12. **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 “Releasors”) 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.
13. **Limitation of Liability.** 
    1. In no event will either Party be liable for any consequential, indirect, exemplary, special, or incidental damages arising from or relating to this Agreement. Either Party’s total cumulative liability in connection with this Agreement, whether in contract or tort or otherwise, will not exceed the aggregate amount of Fees owed by the Company to the Advisor for Services performed under this Agreement.
    2. Neither party to this Agreement shall be liable to the other party for special, indirect or consequential damages under any provision of this Agreement or for any special, indirect or consequential damages arising out of any act or failure to act hereunder.
14. **Confidential Information.**
    1. **“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 and to the Customer by the Consultant 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.**
    2. The Consultant and the Customer shall keep confidential all Confidential Information disclosed to it and shall take all necessary precautions against unauthorized disclosure of the Confidential Information. The Consultant and the Customer 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 the other Party. The Consultant shall not use or copy any Confidential Information except as may be reasonably required to perform the Services.
    3. 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
    4. The Parties acknowledge and agree that the Client will hold all intellectual property rights in the Software including, but not limited to, copyright and trademark rights. The Consultant agrees not to claim any such ownership in the Software’s intellectual property at any time prior to or after the completion and delivery of the Software to the Client.
    5. Moral Rights. Contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, all rights of approval, restriction or limitation on use, and subsequent modifications.
    6. Assistance. Contractor further agrees to provide all assistance reasonably requested by Company, both during and subsequent to the Term of this Agreement, in the establishment, preservation and enforcement of Company's rights in the Work Product. This work shall be paid for by the Client and shall be charged at the hourly rate specified in this contract.
15. **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.
16. **Waivers.** In the event that either party waives a breach of any provision of this Agreement by the other, that waiver will not operate to be construed as a waiver of later breaches by either party. In no event will any conduct of the other be deemed a waiver unless evidence by writing, wherein the other expressly consents to such waiver.
17. **Amendments.** Any amendment to this Agreement must be in writing and signed by both Parties to be valid and binding.
18. **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.
19. **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: xxxx[**@xxxx.ca**](mailto:jesse@jessemoore.ca)

TO:

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.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of xxxx.

Authorized Signatory:

Company:

Address:

Authorized Signatory: xxxx

Company: Relu Fakealytics Ltd.

Address: xxxx