

## CLIENT AGREEMENT

THIS CLIENT AGREEMENT (the "Agreement") is made and entered into automatically by the Consultant (Ohri Consulting) and the CLIENT once written confirmation of work is to be performed through electronic communication and / or a Help Desk Ticket created by the CLIENT. A copy of this Consulting Agreement will be always available to view at [www.ohriconsulting.com](http://www.ohriconsulting.com) under its website footer section "Client Agreement". An electronic link will also be made available for the CLIENT to review during the process of confirmation prior to commencing any work for the CLIENT. Once the work begins, this will be known as the "EFFECTIVE DATE".

This Agreement shall will be between Ohri Consulting, a registered Ontario corporation duly organized under law and having a usual place of business registered at 5793 Tenth Line West Mississauga, Ontario, L5M 6V7 (hereinafter referred to as the "Consultant") and the Client (hereinafter referred to as the "CLIENT").

WHEREAS, the CLIENT wishes to engage the Consultant to provide the services described herein and Consultant agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, the Client and the Consultant, intending to be legally bound, agree to the terms set forth below.

**1. TERM.** Commencing as of the Effective Date, and continuing for a period of "X" (where X is the time frame required to carry out the work determined by the Consultant,) (the "Term"), unless earlier terminated pursuant to Article 4 hereof, the Consultant agrees that he/she will serve as a consultant to the CLIENT. This Agreement may be renewed or extended for any period as may be agreed by the parties.

**2. DUTIES AND SERVICES.**

(a) Consultant's duties and responsibilities shall be (in general) i) Troubleshooting existing issues, ii) Upgrading / Maintenance of hardware and software where necessary, iii) DATA migration / transfer / back-up / recovery, iv) Setup and Configuring hardware and software v) other duties that may fall under the expertise and experience of the Consultant (collectively, the "Duties" or "Services"). Help Desk Support Tickets will track and log all activities provided by the Consultant to the Client. All the above duties as well as other duties will have project and help desk ticketing information where necessary including their personal and confidential contact information and address / billing information.

(b) Consultant agrees that during the Term he/she will devote X time frame required to complete the necessary work based on "best efforts" otherwise due diligence will be provided

to the CLIENT regarding additional work required for corrective action to his/her Duties. The CLIENT can periodically provide the Consultant with a schedule of the requested hours, responsibilities and deliverables for the applicable period of time. The Duties will be scheduled on an as-needed basis.

(c) The Consultant represents and warrants to the CLIENT that he/she is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of his/her Duties. Consultant represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which he/she performs Services concurrently with those performed herein.

(d) In performing the Services, Consultant shall comply, to the best of his/her knowledge, with all business conduct, regulatory and health and safety guidelines established by the CLIENT for any governmental authority with respect to the CLIENT's business.

### **3. CONSULTING FEE.**

(a) Subject to the provisions hereof, the CLIENT shall pay Consultant a consulting fee of sixty five + HST (\$65.00 + HST) Dollars for each hour of Services provided to the CLIENT (the "Consulting Fee") on-site. Remote service fees are charged at forty five + HST (\$45.00 + HST) Dollars for each hour of remote services offered. These prices are for individual instances outside of any plans or pricing packages that the client has already purchased from Ohri Consulting. The Consultant (if required) shall submit monthly, on the CLIENT's standard reporting form, a listing of his/her hours, the Duties performed and a summary of his/her activities. The Consulting Fee shall be paid within seven (7) days of the CLIENT's receipt of the report and invoice.

(b) Consultant shall be entitled to prompt reimbursement for all pre-approved expenses incurred in the performance of his/her Duties, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the CLIENT.

(c) The Consultant agrees that all Services will be rendered by him/her as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the CLIENT. The Consultant shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation. Consultant agrees to pay all taxes including, self-employment taxes due in respect of the Consulting Fee and to indemnify the CLIENT in the event the CLIENT is required to pay any such taxes on behalf of the Consultant.

### **4. EARLY TERMINATION OF THE TERM.**

(a) If the Consultant voluntarily ceases performing his/her Duties, becomes physically or mentally unable to perform his/her Duties, or is terminated for cause, then, in each instance, the Consulting Fee shall cease and terminate as of such date. Any termination "For Cause" shall be made in good faith by the CLIENT or its Board of Directors.

(b) This Agreement may be terminated without cause by either party upon not less than two (2) business days prior written notice by either party to the other.

(c) Upon termination under Sections 4(a) or 4(b), neither party shall have any further obligations under this Agreement, except for the obligations which by their terms survive this termination as noted in Section 16 hereof. Upon termination and, in any case, upon the CLIENT's request, the Consultant shall return immediately to the CLIENT all Confidential Information, as hereinafter defined, and copies thereof.

(d) If there is a dispute arising from any work performed. Any legal counseling or arbitration fees that are incurred by the Consultant shall be payable by the CLIENT and NOT the Consultant.

(e) Any monies or fees that are owed to the Consultant shall be paid within two (2) business days upon early termination of this agreement.

**5. RESTRICTED ACTIVITIES.** During the Term and for a period of one (1) week thereafter, Consultant will not, directly or indirectly:

(i) solicit or request any employee of or consultant to the CLIENT to leave the employ of or cease consulting for the CLIENT;

(ii) solicit or request any employee of or consultant to the CLIENT to join the employ of, or begin consulting for, any individual or entity that researches, develops, markets or sells products that compete with those of the CLIENT;

(iii) solicit or request any individual or entity that researches, develops, markets or sells products that compete with those of the CLIENT, to employ or retain as a consultant any employee or consultant of the CLIENT; or

(iv) induce or attempt to induce any supplier or vendor of the CLIENT to terminate or breach any written or oral agreement or understanding with the CLIENT.

**6. PROPRIETARY RIGHTS.**

(a) Definitions. For the purposes of this Article 6, the terms set forth below shall have the following meanings:

(i) Concept and Ideas. Those concepts and ideas disclosed by the CLIENT to Consultant or which are first developed by Consultant during the course of the performance of Services hereunder and which relate to the CLIENT' present, past or prospective business activities, services, and products, all of which shall remain the sole and exclusive property of the CLIENT. The Consultant shall have no publication rights

and all of the same shall belong exclusively to the CLIENT.

(ii) Confidential Information. For the purposes of this Agreement, Confidential Information shall mean and collectively include: all information relating to the business, plans and/or technology of the CLIENT including, but not limited to technical information including inventions, methods, plans, processes, specifications, characteristics, assays, raw data, scientific preclinical or clinical data, records, databases, formulations, clinical protocols, equipment design, know-how, experience, and trade secrets; developmental, marketing, sales, customer, supplier, consulting relationship information, operating, performance, and cost information; computer programming techniques whether in tangible or intangible form, and all record bearing media containing or disclosing the foregoing information and techniques including, written business plans, patents and patent applications, grant applications, notes, and memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means.

Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which: (a) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the disclosure to Consultant; (b) can be demonstrated in writing to have been rightfully in the possession of Consultant prior to the disclosure of such information to Consultant by the CLIENT; (c) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of Consultant; or (d) is supplied to Consultant by a third party without binder of secrecy, so long as that such third party has no obligation to the CLIENT or any of its affiliated companies to maintain such information in confidence.

(b) Non-Disclosure to Third Parties. Except as required by Consultant's Duties, Consultant shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate or otherwise disclose any Confidential Information, Concepts, or Ideas to any third party without the prior written consent of the CLIENT which consent may be denied in each instance and all of the same, together with publication rights, shall belong exclusively to the CLIENT.

(c) Documents, etc. All documents, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs and similar materials, lists of present, past or prospective customers, customer proposals, invitations to submit proposals, price lists and data relating to the pricing of the CLIENT' products and services, records, notebooks and all other materials containing Confidential Information or information about Concepts or Ideas (including all copies and reproductions thereof), that come into Consultant's possession or control by reason of Consultant's performance of the relationship, whether prepared by Consultant or others: (a) are the property of the CLIENT, (b) will not be used by Consultant in any way other than in connection with the performance of his/her Duties, (c) will not be provided or shown to any third party by Consultant, (d) will not be removed from the CLIENT's or Consultant's premises (except as Consultant's Duties require), and (e) at the termination (for whatever reason), of

Consultant's relationship with the CLIENT, will be left with, or forthwith returned by Consultant to the CLIENT.

(d) Patents, etc. The Consultant agrees that the CLIENT is and shall remain the exclusive owner of the Confidential Information and Concepts and Ideas. Any interest in patents, patent applications, inventions, technological innovations, trade names, trademarks, service marks, copyrights, copyrightable works, developments, discoveries, designs, processes, formulas, know-how, data and analysis, whether registrable or not ("Developments"), which Consultant, as a result of rendering Services to the CLIENT under this Agreement, may conceive or develop, shall: (i) forthwith be brought to the attention of the CLIENT by Consultant and (ii) belong exclusively to the CLIENT. No license or conveyance of any such rights to the Consultant is granted or implied under this Agreement.

(e) Assignment. The Consultant hereby assigns and, to the extent any such assignment cannot be made at present, hereby agrees to assign to the CLIENT, without further compensation, all of his/her right, title and interest in and to all Concepts, Ideas, and Developments. The Consultant will execute all documents and perform all lawful acts which the CLIENT considers necessary or advisable to secure its rights hereunder and to carry out the intent of this Agreement.

**7. EQUITABLE RELIEF.** Consultant agrees that any breach of Articles 5 and 6 above by him/her would cause irreparable damage to the CLIENT and that, in the event of such breach, the CLIENT shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation or threatened violation of Consultant's obligations hereunder.

**8. WAIVER.** Any waiver by the CLIENT of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by the CLIENT shall be in writing.

**9. SEVERABILITY; REFORMATION.** In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

**10. ASSIGNMENT.** The CLIENT shall have the right to assign its rights and obligations under this Agreement to a party which assumes the CLIENT' obligations hereunder. Consultant shall not have the right to assign his/her rights or obligations under this Agreement without the

prior written consent of the CLIENT. This Agreement shall be binding upon and inure to the benefit of the Consultant's heirs and legal representatives in the event of his/her death or disability.

**11. HEADINGS.** Headings and subheadings are for convenience only and shall not be deemed to be a part of this Agreement.

**12. AMENDMENTS.** This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto. Any amendment, consent, decision, waiver or other action to be made, taken or given by the CLIENT with respect to the Agreement shall be made, taken or given on behalf of the CLIENT only by authority of the CLIENT's Board of Directors.

**13. NOTICES.** Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Agreement or to such other addresses of which a party shall have notified the others in accordance with the provisions of this Section 13.

**14. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

**15. GOVERNING LAW.** This Agreement shall be construed in accordance with and governed for all purposes by the laws of the Province of Ontario applicable to contracts executed and wholly performed within such jurisdiction. Any dispute arising hereunder shall be referred to and heard in only a court located in the Province of Ontario.

**16. SURVIVAL.** The provisions of Sections 5 to 9 and 15 to 16 of this Agreement shall survive the expiration of the Term or the termination of this Agreement. This Agreement supersedes all prior agreements, written or oral, between the CLIENT and the Consultant relating to the subject matter of this Agreement.