

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made and effective [DATE].

BETWEEN: [CONSULTANT NAME] (the "Consultant"), an individual with his main address located at **OR** a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

AND: [YOUR COMPANY NAME] (the "Company"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. RECITALS

- a. Consultant has expertise in the area of the Company's business and is willing to provide consulting services to the Company.
- b. The Company is willing to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein.
- c. The Company desires to obtain the services of Consultant by means of services provided by Consultant's employees dispatched by Consultant to provide services to Company hereunder ("Agents"), on its own behalf and on behalf of all existing and future Affiliated Companies (defined as any corporation or other business entity or entities that directly or indirectly controls, is controlled by, or is under common control with the Company), and Consultant desires to provide consulting services to the Company upon the following terms and conditions.
- d. The Company has spent significant time, effort, and money to develop certain Proprietary Information (as defined below), which the Company considers vital to its business and goodwill.
- e. The Proprietary Information will necessarily be communicated to or acquired by Consultant and its Agents in the course of providing consulting services to the Company, and the Company desires to obtain the services of Consultant, only if, in doing so, it can protect its Proprietary Information and goodwill.