

## CONSULTING SERVICES AGREEMENT

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**THIS AGREEMENT** is made and entered into as of \_\_\_\_\_, by and between NewPath Consulting Inc., a corporation incorporated under the laws of Canada, with offices at 545 King Street West, Ontario (“NewPath”), and **[INSERT FULL LEGAL NAME]** a Canadian private corporation, with its principal offices at **[INSERT FULL LEGAL ADDRESS]** (“Client”).

**WHEREAS**, Client desires to engage NewPath to provide consulting services, and NewPath is willing to provide such services pursuant to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Description of Services to be Performed.

- a) During the term of this Agreement the Client may request such services from NewPath Consulting Inc. (“**NewPath**”) in accordance with separate proposals submitted by NewPath to Client (each, a “**Proposal**”) as set out in Schedule A. Each Proposal shall specify the details of the particular services to be performed under the Proposal (the “**Services**”). Any addition, modification or other changes to the Services or performance required under a Proposal shall be agreed on by the Parties in writing.
- b) This Agreement is between the Client and NewPath. NewPath may subcontract Services (as defined below) to any to another party (collectively, “**subcontractors**”). NewPath remains responsible to the Client for all of the Services under this Agreement, including Services performed by subcontractors. Accordingly, to the fullest extent possible under applicable law, no subcontractors will have any liability to the Client and the Client will not bring, and will ensure that no affiliate or subsidiary of the Client brings, any claim or proceedings of any nature (whether in contract, tort, breach of statutory duty or otherwise and including, but not limited to, a claim for negligence) in any way in respect of or in connection with this Agreement against any of the Subcontractors. For greater certainty, the term “Subcontractors” does not include the license of any technology sub-licensed, referred or recommended by NewPath to the Client (the “**Licensors**”).
- c) NewPath will use diligent efforts to meet deadlines in the Proposal. If NewPath utilizes diligent efforts but is unable to meet such dates, it shall not be considered to have defaulted in its obligations hereunder. NewPath will notify the Client promptly in writing if it expects or encounters delays.
- d) NewPath’s services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client.
- e) Client acknowledges that NewPath may sub-license technology or software from licensors (the “**Licensors**”) to the Client (the “**Sub-Licensed Technology**”) and

NewPath shall have no responsibility in respect of the Sub-Licensed Technology. NewPath shall procure the rights from the Licensor to sub-License the Sub-Licensed Technology and where it is not able to, the Client acknowledges that it may have to procure licenses to the Sub-Licensed Technology directly for the Licensors in order for NewPath to complete the Services.

- f) The policies on [www.newpathconsulting.com/faq.html](http://www.newpathconsulting.com/faq.html) shall form an integral part of this Agreement and are incorporated herein.

## **2. Payment of Invoices, Fees and Expenses.**

- a) For the Services provided by NewPath hereunder, Client shall pay NewPath the professional fees set forth in the applicable invoice. Client shall be responsible for any excise, sales, use or other similar tax as required by law, based upon charges or services rendered pursuant to the Agreement, any of which may be paid by NewPath on Client's behalf and added to Client's invoice. Client shall not be obligated to pay any taxes based on NewPath 's net income or property.
- b) NewPath shall invoice Client as set out in the Proposal for service and consulting fees accrued and for any agreed upon out-of-pocket expenses incurred by NewPath during that period in performing the Services hereunder. All invoices shall be due upon presentation.

## **3. Term – How long Is This Agreement For.**

- a) This Agreement shall commence on the date hereof and, unless terminated sooner in accordance with its terms, shall terminate when agreed upon mutually by both NewPath and the Client.
- b) This Agreement and the Services under any Proposal can be cancelled with 30-days prior written notice delivered by one party to the other provided that, in the event of a termination for cause, the breaching party shall have the right to cure the breach within the notice period. To the extent either party terminates the Services in respect of any Proposal pursuant to this Section, this Agreement shall continue to apply to all Proposal's that have not been terminated which are in existence at the effective date of such termination until such time as Services in such the Proposal(s) is/are completed. In the event of a termination, NewPath requires, and the Client shall be invoiced, at least one billing period to ensure Client data and web content have been transferred to the Client successfully and that the Client can continue operating the Services on its own. The parties may agree to extend such notice period, upon mutual agreement.
- c) This Agreement may be terminated by either party at any time with or without cause by giving written notice to the other party not less than thirty (30) days prior to the effective date of termination

- d) The obligations of each party which have been incurred prior to the effective date of termination (including, without limitation, the obligations of Client under Sections 2 and 3 hereof) shall continue in full force and effect notwithstanding the expiration or termination of this Agreement and whether or not an invoice has been rendered with respect thereto. In the event of early termination of a Proposal by the Client, the Client shall reimburse NewPath for any unrecoverable costs and expenses resulting from such termination.

#### **4. Ownership of Intellectual Property and Scope of Licenses.**

- a) NewPath Technology. NewPath and its contracted affiliates and subcontractors have created, acquired or otherwise have rights in, and may, in connection with the performance of the Services, employ, provide, modify, create, or acquire or otherwise obtain rights in, various intellectual, industrial and other property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the “**NewPath Technology**”).
- b) Ownership of Deliverables. For purposes of this Agreement, “**Deliverables**” shall mean all work product first created by NewPath for delivery to Client in connection with the Services, but shall not include any third-party software or related documentation licenced directly to the Client from or third party, or any modifications or enhancements thereto or derivatives thereof, including the Sub-Licensed Technology. Subject to Client’s full and final payment to NewPath under the applicable Proposal, NewPath shall (i) transfer, assign and convey to Client all right, title and interest in and to the Deliverables (except for any NewPath Technology or Sub-Licensed Technology contained therein), and (ii) grant to Client a non-exclusive, royalty-free, worldwide, non-transferable licence to use for Client’s internal business purposes any NewPath Technology contained in the Deliverables.
- c) Ownership of NewPath Property. To the extent that NewPath utilizes any NewPath Technology or any other intellectual, industrial or other property in connection with the performance of the Services, NewPath shall retain all right, title and interest in and to such property and, except for the licence expressly granted in Section 4(b), Client shall acquire no right or interest in such property.

#### **5. Mutual Confidentiality and Non-Disclosure.**

- a) To the extent that, in connection with this Agreement, each party comes into possession of any confidential or proprietary information of the other party (“**Confidential Information**”), each party shall use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party’s prior consent.

- b) Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof.
- c) Confidential Information shall not include information which (i) shall have otherwise become publicly available (other than as a result of disclosure by the receiving party in breach hereof); (ii) was disclosed to the receiving party on a nonconfidential basis from a source other than the disclosing party which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards or in connection with any judicial or other proceeding.
- d) NewPath may provide its contracted affiliates or subcontractors hereunder with access to Confidential Information of the Client, provided that each such contracted affiliate and subcontractor has agreed to be bound by similar confidentiality and nondisclosure obligations.

## 6. Privacy.

This Agreement hereby incorporates NewPath's privacy policy located on its website at <http://www.newpathconsulting.com/privacy.html>. NewPath and the Client acknowledge and agree that, during the course of this Agreement, NewPath may collect personal information about identifiable individuals ("**Personal Information**"), either from the Client or from third parties. NewPath's Services are provided on the basis that the Client has obtained the necessary consents required under applicable privacy legislation. The Client and NewPath agree that NewPath will collect, use and disclose Personal Information solely for purposes of providing the Services and not on NewPath's own behalf or for its own purposes, and protect it in accordance with applicable privacy legislation. Client further acknowledges that the policies of the Licensors, including privacy policies, may apply to the Services and that NewPath assumes no liability in respect of the handling of Personal Information by the Licensors.

## 7. Warranties Relating to the Services.

- a) NewPath warrants that it will perform the Services in good faith and in a professional manner, that is consistent with industry practice. NewPath will correct any errors in the services discovered within 30 days at no additional cost and at the standard expected from a suitably qualified person with relevant experience.

- b) Deliverables will comply in all material respects with the agreed requirements and specifications set out in this Agreement and the applicable Proposal.
- c) NewPath disclaims all other warranties, either express, implied or statutory, including, without limitation, warranties of merchantability and/or fitness of the services or the Deliverables for a particular purpose. Client's exclusive remedy for any breach of this warranty shall be for NewPath, upon receipt of written notice, to use reasonable efforts to cure such breach, or, failing any such cure in a reasonable period of time, to return the professional fees paid to NewPath hereunder with respect to the services giving rise to such breach as follows: (i) for non-fixed fee Proposals, fees for the immediately preceding three (3) month period, or (ii) for fixed-fee Proposals, 25% of the fees set out therein
- d) NewPath shall use commercially reasonable efforts to pass on the warranties provided by Licensors to Client in respect of Sub-Licensed Technology.
- e) NewPath shall assume no liability in respect of Client's data as a result of the implementation of the Services. Client shall be responsible for the security, storage, handling and integrity of its data, including data that may be impacted by or otherwise interface with the Services.

## **8. Approval of Deliverables.**

- a) All Deliverables prepared by NewPath shall have the written approval of the Client project director or his or her written designee that such Deliverables comply in all material respects with the requirements of the relevant Proposal, which approval shall not be unreasonably withheld.
- b) Client shall complete its review of a Deliverable in not more than the number of business days that is specified in the Proposal for Client review of such Deliverable. If not specifically identified in the Proposal, then the number of business days for any Client review of a Deliverable shall be no more than ten (10) business days. Client shall provide NewPath (i) with approval of the Deliverable or (ii) with a written statement, as provided below, of the deficiencies preventing approval. Such business days shall be counted from and include the first working day following the delivery of the Deliverable to Client.
- c) Client's review and approval of Deliverables shall be solely for the purpose of determining compliance in all material respects with the applicable acceptance criteria set forth in a Proposal and not for any other purpose, including, without limitation, format or style of the Deliverables or the incorporation at that time of additional ideas or functionality. Approval shall be granted if the Deliverable conforms in all material respects to the applicable acceptance criteria set forth in the Proposal. In the event of Client's rejection of a Deliverable, Client shall provide a complete and written statement which identifies in reasonable detail, with references to the applicable acceptance criteria in the Proposal, all deficiencies and which cites the corrective actions or changes to be made by NewPath in order to make the Deliverable conform in all material respects to such acceptance

criteria. Deliverables requiring only minor or cosmetic corrections and not requiring extensive re-review by Client and for which corrections have been promised by NewPath within specified times will be deemed approved.

- d) NewPath shall have thirty (30) business days to complete all such corrective actions or changes in order for such Deliverable to conform in all material respects with the requirements therefore set forth herein. The count of such business days shall begin on the first business day following NewPath's receipt of the written statement of required corrective actions or changes as set forth in paragraph (b) of this Section.
- e) Client shall have ten (10) business days to complete a review of the corrective actions or changes made to the Deliverable in response to Client's written statement of deficiencies as set forth in paragraph (b) of this Section and notify NewPath in writing of acceptance or rejection. The count of such days shall begin on the first business day after Client receives the corrected or changed Deliverable from NewPath. Client's review and approval of such corrected or changed Deliverable shall be solely for the purpose of determining that corrections have been made to bring the Deliverables into compliance in all material respects with acceptance criteria set forth in a Proposal and not for any other purpose, including, without limitation, for format, style or the incorporation of additional ideas or functionality.
- f) Client and NewPath may mutually agree to extend the period of time allotted for any review, correction or change under this Section. Any such extension of time shall extend the schedule for subsequent Deliverables by a corresponding amount.
- g) Notwithstanding the foregoing provisions of this Section, approval of a Deliverable shall be deemed given by Client if Client has not delivered to NewPath a notice of deficiencies in writing for such Deliverable prior to the expiration of any period for Client review thereof as set forth in this Section. Notwithstanding the foregoing provisions of this Section, approval of corrective actions or changes with respect to a Deliverable shall be deemed given by Client if Client has not rejected in writing, in accordance with this Section, such corrective actions or changes with respect to such Deliverables prior to the expiration of any period for Client review thereof as set forth in this Section.
- h) To the extent that any Deliverables are or have been approved by Client pursuant to the terms hereof at any stage of NewPath's performance hereunder, such Deliverables shall be deemed approved by Client, and NewPath shall be entitled to rely on such approval, for purposes of all subsequent stages of NewPath's performance hereunder. Upon Client's approval of each Deliverable, Client agrees that in the event of a contradiction between the relevant Proposal and the approved Deliverable, the contradiction shall be resolved by the approved Deliverable controlling.
- i) If NewPath is unable to correct any deficiency in a Deliverable within the period of time set forth above, Client shall be entitled, at its option, to a refund or credit of professional fees paid to NewPath hereunder with respect to the Services giving rise to the claimed deficiency and this shall be Client's sole and exclusive remedy, and NewPath's sole and

exclusive obligation, with respect to any claim that the Deliverables and Services do not conform to the terms of this Agreement.

## **9. Limitation on Damages and Actions.**

- a) Each party agrees that the other party, its contracted affiliates, affiliates, agents and subcontractors, and each of their officers, directors, partners, principals or other personnel shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed hereunder for an aggregate amount in excess of the fees actually paid by Client to NewPath under this engagement as follows: (i) for non-fixed fee Proposals, fees for the immediately preceding three (3) month period, or (ii) for fixed-fee Proposals, 25% of the fees set out therein. In no event shall either party, its contracted affiliates, affiliates, agents or subcontractors or any of their officers, directors, partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, loss of revenues, profits, data, goodwill or failure to realize expected savings) nor shall they be liable for any claim or demand against the other party by any third party. The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Neither party shall apply for, nor otherwise request, any award of punitive or exemplary damages against the other party.
- b) No action, regardless of form, arising under or relating to this engagement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment of any invoice may be brought by a party not later than two years following the date of the last payment due to such party on any invoice hereunder.

## **10. Cooperation.**

Client shall cooperate with NewPath in the performance of its Services hereunder. Without limiting the generality of the foregoing, Client shall be responsible for (a) providing NewPath timely access to Client's data and information; (b) providing experienced, qualified personnel having appropriate skills to perform their assigned tasks and duties in a competent and timely fashion; (c) promptly rendering all decisions and approvals so as not to delay or impede the performance of Services by NewPath; (d) where applicable, providing a stable, fully functional system infrastructure environment which will support the Services and allow NewPath and Client to work productively; (e) providing NewPath complete and unobstructed access to any project deliverable and Client work papers that have been developed to date; (f) promptly notifying NewPath of any issues, concerns or disputes with respect to the Services; and (g) any other item referenced in a Proposal as being a matter of Client responsibility. Client shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to NewPath hereunder. Client acknowledges and agrees that NewPath's performance is dependent on Client's timely and effective satisfaction of Client's responsibilities under this Agreement and pursuant to a Proposal and

timely decisions and approvals of Client in connection with the Services. NewPath shall be entitled to rely on all decisions and approvals of Client.

## **11. Indemnification.**

- a) NewPath will indemnify, defend and hold harmless Client, its agents, officers and employees from and against any and all liability, expense, including reasonable defense costs and reasonable legal fees, and damages, in each case solely for third party claims for bodily injury, death or damage to real or tangible personal property to the extent directly and proximately caused by the negligence or willful misconduct of NewPath while engaged in the performance of services under this Agreement; provided, however, that if there is also fault on the part of the Client or any entity or individual indemnified hereunder or any entity or individual acting on Client's behalf, the foregoing indemnification shall be on a comparative fault basis.
- b) Client will indemnify, defend and hold harmless NewPath and any contracted affiliate or subcontractor, and their respective agents, partners, principals, members, officers and employees from and against any and all liability, expenses, including reasonable defense costs and reasonable legal fees, and damages, in each case solely for third party claims for bodily injury, death or damage to tangible personal property to the extent directly and proximately caused by the negligence or willful misconduct of Client while NewPath or its contracted affiliates are engaged in the performance of services under the Agreement; provided, however, that if there is also fault on the part of NewPath or any contracted affiliate or subcontractor or any agent, partner, principal or employee indemnified hereunder or any agent, partner, principal, officer or employee acting on NewPath 's or any subcontractor's behalf, the foregoing indemnification shall be on a comparative fault basis.
- c) NewPath will indemnify, defend and hold harmless Client, its officers and employees from and against any and all liability, expense, including reasonable defense costs and reasonable legal fees, and damages arising out of any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from (i) Client's use of NewPath's work products hereunder other than as contemplated by this Agreement; (ii) Client's failure to use corrections or modifications made available by NewPath, if such corrections or modifications would have prevented the infringement; (iii) Client's use of the work product in combination with any product or information not owned or developed by NewPath; (iv) Client's distribution, marketing or use for the benefit of third parties of work products hereunder; or (v) information, materials, instructions or specifications provided by or on behalf of Client or any third party. If any such work product or any portion thereof, is found by final non-appealable order of a court of competent jurisdiction to be an infringement or unauthorized use, NewPath, at its sole option and expense, shall have the right to (x) procure for Client the continued use of such work product, (y) replace such work product with non-infringing work product, or (z) modify the work product so that it becomes non-infringing; provided that, if (y) or (z) is the option chosen by NewPath, Client's intended use of the work product is not impaired.



- d) As a condition to the foregoing indemnity obligations, the indemnified party shall provide the indemnifying party with prompt notice of any claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the indemnifying party in connection with any such claim. The indemnifying party shall be entitled to control the handling of any such claim and to defend or settle any such claim, in its sole discretion, with counsel of its own choosing.
- e) The provisions of this Section are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

### **13. Non-Solicitation.**

During the term of the performance of Services in each Proposal and for a period of six months after the completion of Services in each Proposal, neither party shall directly or indirectly employ, solicit or retain the services of the personnel of the other party or its contracted affiliates, who are involved in the receipt or provision of the Services, for its own benefit or the benefit of another. This provision shall not restrict the right of either party to solicit resources through advertisements or solicitations generally in the media. Client will not interfere with or impede the contractual relationship between NewPath and any of its subcontractors, contractors, Licensors or agents or suggest or cause any subcontractor, contractor, Licensors or agent to modify, cancel, or fail to renew or extend any contract with NewPath.

### **14. Other Terms**

- a) Force Majeure. Except for the payment of money, neither party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate of the other party (including, without limitation, entities or individuals under its control, or their respective officers, directors, employees or other personnel and agents), acts or omissions or the failure to cooperate of any third party (other than NewPath contracted affiliates and subcontractors), fire or other casualty, act of God, strike or labour dispute, war or other violence, or any law, order or requirement of any governmental agency or authority. Performance time shall be considered extended for a period of time equivalent to the time lost because of any such delay.
- b) Independent Contractor. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an employee, agent, partner, fiduciary, joint venturer, co-owner, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. No relationship of employer/employee shall result in the execution of this Agreement or from the performance of any of the services hereunder.

- c) Survival. All sections herein relating to compensation, expenses, payment of invoices, ownership, limitation on warranties and actions, limitation on damages, confidentiality and internal use, indemnification, survival, binding nature and assignment, non-solicitation, non-exclusivity, interpretation governing law, and jurisdiction and venue shall survive the expiration or termination of this Agreement and any Proposal.
- d) Notices. Whenever under this Agreement or any Proposal notice is required or permitted to be given, such notice shall be in writing and effective upon receipt. All notices shall be hand delivered, sent by a reputable commercial overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below.

<b>NewPath Consulting Inc.</b>	<b>Client</b>
Attn: Alex Sirota	Attn: ●
Address: 545 King Street West	Address: ●
Toronto ON M5V 1M1	●
Email alex@newpathconsulting.com	Email ●

- e) Assignment. Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations under this Agreement or any Proposal (including, without limitation interests or claims relating to this Agreement or any Proposal) without the prior written consent of the other party.
- f) Waiver. No delay or omission by NewPath or the Client in enforcing its rights or remedies under this Agreement or any Proposal shall impair such right or remedy or be deemed to be a waiver thereof. No waiver of any right or remedy under this Agreement or any Proposal with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. No amendment or waiver of this Agreement or any Proposal shall be valid unless in writing and signed by the parties thereto.
- g) Entire Agreement. This Agreement, including all Statements of Work and all Exhibits annexed hereto and made a part hereof, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all other oral or written representations, understandings or agreements relating to the subject matter hereof, and may not be amended except by a written agreement signed by the parties.
- h) Severability. If any provision of this Agreement or any Proposal is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of NewPath and the Client set forth in this Agreement or such Proposal.
- i) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the

same instrument; however, this Agreement will be of no force or effect until executed by both parties.

- j) Use of the Client name: NewPath may use the name of the Client and refer to the performance of the Services without disclosing any confidential information in marketing and publicity materials, as an indication of its experience, and in internal data systems.
- k) Paragraph Headings: The paragraph headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation hereof.
- l) Governing Law. This Agreement, each Proposal and all matters relating to this engagement (whether in contract, statute, tort (including, without limitation, negligence) or otherwise), shall be governed by, and construed in accordance with, the laws of the Province of Ontario (without giving effect to the choice of law principles thereof) and the courts of Ontario shall have exclusive jurisdiction over any dispute arising out of this Agreement.
- m) General Experience. Notwithstanding anything to the contrary in this section, the Client acknowledges that NewPath, in connection with performing the Services, may develop or acquire general experience, skills, knowledge, and ideas that are retained in the memory of its personnel. The Client acknowledges and agrees that NewPath may use and disclose such experiences, skills, knowledge and ideas.
- n) Language: The parties have requested that this Agreement and all communications and documents relating hereto be expressed in the English language. Les parties ont exigé que la présente convention ainsi que tous les documents s'y rattachant soient rédigés dans la langue anglaise.

IN THE WITNESS WHEREOF, intending to be legally bound hereby, the Parties hereto have caused this Agreement to be executed by their duly authorized representative as of the effective date.

**Accepted and agreed to by:**

NewPath Consulting Inc.

**[CLIENT NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print:           Alex Sirota          

Print: \_\_\_\_\_

Title:           Director          

Title: \_\_\_\_\_

I have authority to bind the Corporation

I have authority to bind the Corporation

**Schedule A**  
**Proposal**