

GENERAL SERVICE AGREEMENT

A. BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1) SERVICES PROVIDED

- a) The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - o Design Services
- b) The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

2) TERM OF AGREEMENT

- a) The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

3) PERFORMANCE

- a) The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4) COMPENSATION

- a) The Contractor will charge the Client a flat fee for the Services (the "Compensation").
- b) The Contractor will invoice the Client for an initial deposit of 25% for the flat fee services, then again when the Services are complete. In addition, the Contractor will invoice the Client for any product ordered by the Contractor in the approved product selection list by the Client.
- c) Invoices submitted by the Contractor to the Client are due within 30 days of receipt.

5) REIMBURSEMENT OF EXPENSES

- a) The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
- b) All expenses must be pre-approved by the Client.

6) CONFIDENTIALITY

- a) Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- b) The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- c) All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

7) OWNERSHIP OF INTELLECTUAL PROPERTY

- a) All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

8) CAPACITY/INDEPENDENT CONTRACTOR

- a) In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

9) RIGHT OF SUBSTITUTION

- a) Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

10) NO EXCLUSIVITY

- a) The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

11) INDEMNIFICATION

- a) Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

12) MODIFICATION OF AGREEMENT

- a) Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

13) TIME OF THE ESSENCE

- a) Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

14) ASSIGNMENT

- a) The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

15) ENTIRE AGREEMENT

- a) It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

16) GOVERNING LAW

- a) This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

17) SEVERABILITY

- a) In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

18) WAIVER

- a) The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.