
AGREEMENT FOR CONSULTING SERVICES

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This Agreement is made as of the 9th day of September, 2014.

Between

ADXSTUDIO Inc.
200 – 1445 Park St.
Regina, SK S4N 4C5

("Consultant")

- and -

Office of the Information and Privacy Commissioner
503-1801 Hamilton Street
Regina SK, Canada S4P 4B4

("OIPC")

Whereas OIPC wishes to hire the Consultant to provide consulting services as per the Statement of Work described in Appendix A of this Agreement as an independent contractor to OIPC,

And whereas the Consultant desires to provide such services,

Now therefore in consideration of the covenants and agreements herein, the parties mutually agree as follows:

Article 1 – Description and Duration of Work

- 1.1 The Consultant shall perform and complete, with care, skill, diligence and efficiency, the work set out in the Statement of Work attached hereto in Appendix A and forming part of this Agreement.
- 1.2 Any additional work agreed upon between the Consultant and OIPC shall be recorded in the same form as Appendix A, and shall be deemed to be a continuing part of this Agreement and governed by the terms hereof.
- 1.3 This Agreement shall commence on Sept 9, 2014 and shall remain in effect until Sept 30, 2014 unless earlier terminated in accordance with the provisions set out in Article 8 of this Agreement, or extended in writing by OIPC and the Consultant.

Article 2 – Agreement Amounts, Expenses, Invoices and Payment

- 2.1 OIPC agrees to pay the Consultant in accordance with the rates specified in Appendix A for the services provided by the Consultant to OIPC.
- 2.2 Unless otherwise specified in Appendix A, all fees, rates and payments set out in this Agreement are in Canadian dollars.
- 2.3 This shall be a time and materials Agreement.
- 2.4 OIPC shall reimburse the Consultant for all out-of-pocket expenses incurred in the performance of the work under this Agreement. The Consultant shall make every effort to assist OIPC manage the out-of-pocket costs associated with this Agreement in a cost-effective manner.
- 2.5 If incurred, OIPC agrees to pay actual travel expenses incurred by the Consultant in providing service pursuant to this Agreement. In no event shall OIPC be obligated to pay any expense or cost under this paragraph unless the Consultant, prior to incurring liability for the cost or expense, obtains the approval of OIPC for such cost or expense. No fees or hourly charge shall be paid for travel time.
- 2.6 Unless otherwise specified in Appendix A, the Consultant will submit invoices to OIPC on a monthly basis for the work performed. OIPC will render payment to the Consultant for proper invoices within thirty (30) days of the invoice date. Late payments will incur a 2% late payment fee for each 30 days overdue. Client is responsible for all collection cost and attorney's fees related to past due amounts. Prepayment may be required and will be notified in advance.

Article 3 – Consultant Status

- 3.1 This is an Agreement for the performance of a service and the Consultant is engaged as an independent contractor. Neither the Consultant nor any of the Consultant's personnel, if any, is engaged by the Agreement as an employee, servant or agent of OIPC for any purpose.

Article 4 – Limitation of Liability

- 4.1 CONSULTANT MAKES NO WARRANTY OF ANY KIND NOT EXPRESSLY SET FORTH HEREIN. All implied warranties of merchantability, fitness for a particular use, and non-infringement are disclaimed and excluded. To the extent any remedy is stated, this agreement defines and provides the sole and exclusive remedy of OIPC and the sole and exclusive liability of the Consultant. IN NO EVENT SHALL THE CONSULTANT'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES RENDERED (REGARDLESS OF THE FORM OR ACTION, WHETHER BY CONTRACT, WARRANTY, TORT, MALPRACTICE, FRAUD AND/OR OTHERWISE) EXCEED THE AMOUNT ACTUALLY PAID BY OIPC TO CONSULTANT FOR SERVICES RENDERED UNDER THIS AGREEMENT FOR THE PAST TWO INVOICES.
- 4.2 IN NO EVENT SHALL CONSULTANT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE OR BUSINESS OPPORTUNITIES, REGARDLESS OF THE FORM OF ACTION AND EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

Article 5 – Time Devoted to the Work

- 5.1 If the contractor is delayed in performing the work by any act or neglect of OIPC, OIPC's affiliates, or that of any other consultant or entity engaged by OIPC, or by any change to this Agreement by OIPC, then the time of completion shall be extended for a reasonable time based on the length of such delay or the magnitude of such change, as agreed by both parties.
- 5.2 OIPC agrees to provide the Consultant with reasonable access to its personnel and facilities for purposes of carrying out the work of this Agreement.

Article 6 – Representatives

- 6.1 The parties appoint the following persons who shall have full authority to take all necessary decisions regarding the implementation of this Agreement and the performance of the work.
- 6.2 Unless otherwise specified in the Appendices to this Agreement, the Consultant designates **Doug Schneider, President**, as its authorized representative under this Agreement.
- 6.3 Unless otherwise specified in the Appendices to this Agreement, OIPC designates **Pam Scott, Director of Operations**, to perform any functions contemplated to be performed by OIPC's representative under this Agreement.
- 6.4 The designated representatives shall communicate as needed during the continuance of this Agreement to discuss the progress of the work and the consulting services provided hereunder.

Article 7 – Property Rights

- 7.1 The Consultant reserves the right to incorporate any techniques, skills, and/or procedures known or acquired from this or any other project into this or any future professional services engagements. Any such techniques, skills, or procedures remain the sole intellectual property (IP) of the Consultant, and may be used in any contemporaneous or future professional services engagements for this or any other Client, without limitation.
- 7.2 This Article shall survive the expiration or termination of this Agreement.

Article 8 – Termination or Suspension

- 8.1 Notwithstanding any other provision of this agreement, either party shall be entitled to terminate or suspend the work forthwith at any time without the provision of any reason and without cause, upon thirty (30) days notice in writing to the other party.
- 8.2 In addition to the rights under paragraph 8.1 hereof, this Agreement may be terminated by the non-offending party for Material Breach at any time, without notice. In such event, this Agreement shall be terminated effective upon the offending party's receipt of notification of such termination or the date specified in such notification, whichever is later. In such event, and notwithstanding any other provision in this Agreement, OIPC shall pay the Consultant for the services provided, at the agreed upon rate, to the date of termination. For the purposes of this Agreement, Material Breach shall be deemed to include, but shall not be restricted to the following:
- a) If there is breach of, or non-compliance with any of the terms of this agreement;
 - b) If there is any conduct by either party or its personnel, which, in the opinion of the other party is unprofessional, unethical or in any way compromises the interests of the other party;
 - c) If either party becomes insolvent or commits any act of bankruptcy or insolvency within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or, in the event the Consultant is a resident of the United States, such acts of bankruptcy or insolvency as may be contained in similar legislation in the United States applicable to the Consultant.
 - d) If either party assigns this agreement without prior written consent of the other party, or if an assignment of this agreement shall occur by operation of law, by reason of any judicial process or for the benefit of creditors;
 - h) If either party violates any law or regulation governing its conduct or the conduct of any of its employees or personnel in connection with the services to be rendered hereunder.
- 8.3 Upon termination or suspension of the work under this Article, the Consultant shall deliver and transfer to OIPC, in the manner directed by OIPC, any work that has not been delivered prior to such termination or suspension. OIPC shall pay the Consultant for all work delivered pursuant to such direction.

Article 9 – Indemnification

- 9.1 OIPC shall indemnify, defend and hold Consultant harmless from any and all claims, liabilities, actions, damages, suits, judgments and expenses (including reasonable attorney's fees) arising out of or related to any misrepresentation or wrongful conduct of Client or its employees or agents. Further, Client is solely responsible for testing the work products including but not limited to any suggestions of Consultant for efficacy in any environment where Client chooses to apply them.

Article 10 – Assignment

- 10.1 This Agreement shall not be assigned in whole or in part by either party without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld.
- 10.2 No assignment of this Agreement shall relieve either party from any obligation under this Agreement, or impose any liability upon either party.

Article 11 – Notices

- 11.1 Any notice required or contemplated by this Agreement shall be in writing and is effective if delivered by hand to an authorized representative of the other party, or sent by registered mail, or by FAX addressed to the other party at the address of such party set out at the commencement of this Agreement. The address of either party may be changed by notice in the manner set out in this Article. Any notice, request, direction or other communication shall be deemed to have been given:
- a) If by hand delivery on the date of delivery;
 - b) If by registered mail two (2) Business Days after the sending thereof; and
 - c) If by FAX on the Business Day (in the locality of the addressee) next following the date of transmission.
- 11.2 For the purposes of this Article "Business Day" means any day that the Consultant is open for business at

Its head office at Regina, Saskatchewan.

Article 12 – Governing Law

- 12.1 This Agreement shall be construed, interpreted and enforced, in all respects, in accordance with the laws of Canada in force in the Province of Saskatchewan. The parties expressly agree that any legal proceedings of any kind respecting this Agreement, including construction, interpretation and enforcement thereof, must be submitted to the jurisdiction of the courts of the Province of Saskatchewan.

Article 13 – General

- 13.1 No amendment to, or waiver of any of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.
- 13.2 This Agreement constitutes the entire agreement between the parties relating to the subject matter of the Agreement and supersedes all previous negotiations, communications and other agreements relating to it.
- 13.3 Each provision of this agreement is intended to be severable. If any provision is determined by a court of competent jurisdiction to be illegal or invalid or unenforceable for any reason whatsoever, such provision shall be severed from this agreement, and the remainder of the Agreement shall, in every other respect, continue in full force and effect.
- 13.4 Time is of the essence of this Agreement.
- 13.5 This Agreement shall ensure to the benefit of, and be binding upon the parties hereto and their respective successors and permitted assigns.
- 13.6 The parties agree that the terms and conditions of this Agreement by their nature are intended to survive the termination hereof, and shall forever survive its termination.
- 13.7 Each of the parties hereto agree that without the written consent of the other party, it will not offer employment to any employees of the other party who have been involved in the provision of services under this Agreement, nor will it directly or indirectly induce such employees to terminate their employment with the other party. This paragraph will remain in force throughout the term of this Agreement and for a period of six (6) months immediately thereafter.

Article 14 – Confidentiality

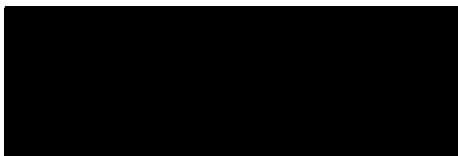
- 14.1 Confidential Information. Both parties acknowledge that, in the course of performing this Agreement, they may obtain information relating to products (such as goods, services, and software) of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature ("Confidential Information"). Confidential Information includes, Software, and all communications concerning Adxstudio's or OIPC's business and marketing strategies including but not limited to employee and customer lists, customer profiles, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, design and coding, interfaces with the System, schematics and other technical plans and other information of the parties which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically) even though specific designation as Confidential Information has not been marked.
- 14.2 Non-use and Non-disclosure. The parties shall at all times, both during the term of this Agreement and thereafter keep in trust and confidence all Confidential Information of the other party and shall not use such Confidential Information other than as necessary to carry out its duties under this Agreement, nor shall either party disclose any such Confidential Information to third parties without the other party's prior written consent.
- 14.3 Non-Applicability. The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of a party's breach of this Agreement, (ii) prior to

disclosure hereunder was already in the receiving party's possession without restriction, (iii) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information or (iv) was developed by the receiving party without use of the Confidential Information.

- 14.4 Terms of this Agreement. Except as required by law or governmental regulation, neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party, except that either party may disclose the terms of this Agreement to potential acquirers, accountants, attorneys and parent organizations pursuant to the terms of a non-disclosure or confidentiality agreement, or to potential investors.

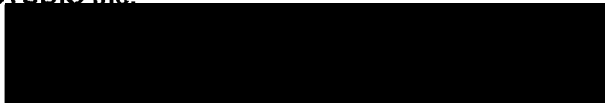
- 14.5 Disclosure Required by Law. Notwithstanding anything to the contrary herein, each party may comply with an order from a court or other governmental body of competent jurisdiction and disclose the other party's Confidential Information in compliance with that order only if such party (i) unless prohibited by law, gives the other party prior notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives the other party notice of such disclosure promptly after complying with that order and (ii) fully cooperates with the other party, at the other party's cost and expense, in seeking a protective order, confidential treatment, or taking other measures to oppose or limit such disclosure. Each party must not release any more of the other party's Confidential Information than is reasonably necessary to comply with an applicable order.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.



Name: **Ron Kruzeniski**
Title: **Commissioner**

ADXSTUDIO Inc.



Per:
Name: **Doug Schneider**
Title: **President**

Appendix A - Statement of Work

Background

OIPC and the Consultant have agreed to execute the work outlined below. The Consultant is prepared to allocate resources to start on this project on Sept 15, 2014 with an anticipated completion date of Sept 30, 2014 for the scope of work identified below.

Adxstudio anticipates 32 hours of meetings as per Lean session and 8 hours for report writing.

Adxstudio will include the following information within the report on requirements for CRM Case Management System:

- Conceptual design document including wireframes and conceptual Entity Relationship Diagram (ERD).
- Technical Infrastructure Overview
- Solution Administrative Training Documentation
- Proposed Solution Implementation Plan
- Additional material as requested by OIPC

Project Costs

The associated budget is \$7,000 CDN. *Ongoing costs are outlined below.*