



Management Consulting Agreement

AdReflex Corporation

CDAP Digital Transformation Support
(\$1,000 deposit)

Prepared for:

[Client.FirstName] [Client.LastName]
[Client.Company]

Created by:

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Management Consulting Agreement

This contract for services agreement (the "AGREEMENT") is made between [Client.Company] (the "Client"), and **AdReflex Corporation dba Mojo Ventures**. (the "Consultant") incorporated in British Columbia, Canada and having its office at 4275 St. Pauls Avenue, North Vancouver, BC, V7N 1T4. By signing this agreement, it is agreed as follows:

WHEREAS the Consultant has expertise in areas of interest to the Client, and the Client wishes to retain the Consultant in an advisory capacity on certain matters.

Accordingly, the parties hereby agree as follows:

1.0 Commencement, Term and General Obligations

1.1 The Consultant agrees to provide management advisory services ("Services") to the Client for the period starting on the date of execution of this document by both parties and shall continue in effect until one of the parties terminates the Agreement in accordance with its termination provisions. The Consultant shall perform the Services and the Client shall pay the Consultant for said Services in accordance with the terms and conditions set out in this Agreement.

2.0 Statement of Work – Consulting Services

2.1 **Services:** The Consultant will provide services as outlined in Schedule A attached.

2.2 **Reporting:** The Consultant will provide reports to the Client as outlined in Schedule A attached.

3.0 Basis of Engagement

3.1 The Client is aware that the Consultant provides business advice and is not qualified to provide professional services where regulated services, advice or opinions exist. The information or advice provided under this agreement is of a general nature and should not be construed or in any way considered to replace regulated professionals. The Client agrees to engage and rely on separate professional advisors for any professional field such as engineering, accounting, finance, or legal work, rather than rely on any general ideas shared under this agreement.

3.2 The Client agrees to engage the services of qualified professionals, as appropriate. All work performed by the Consultant is performed on a best efforts basis. Neither the Consultant, nor any of its officers, employees or agents personally, shall be liable in any way for any claims, actions, losses, expenses, costs or damages of any kind that might result because of reliance by the Client or any other party upon the advice or deliverables provided under this Consulting Agreement. This provision shall survive the termination of this Agreement.

4.0 Compensation & Invoices

4.1 The Client shall pay the Consultant at the rate specified in Schedule A.

4.2 Invoices will be submitted by the Consultant for the deposit at the start of the work and for the final invoice at the end of the work. The Consultant shall provide the Client with its GST number and Client shall pay the Consultant invoice amount including GST within 30 days of receipt. In the case of CDAP projects, the final payment is due within 30 days after the Client receives notice from ISED that their CDAP plan has been approved. For clarity, this is before the Business Development Bank of Canada (BDC) perform their due diligence. A CPAP plan approved by ISED is the first requirement of Digital Adoption loans at BDC.

5.0 Reimbursement of Expenses

5.1 There will be no charge for normal incidental expenses including office equipment and supplies, computer use, phone, cell phone, fax, etc.

For any other reasonable and necessary expenses, the Consultant may submit requests in advance, and the Client will reimburse pre-approved invoices at cost + 10%, such as;

6.0 Intellectual Property and Confidential Information

6.1 At the start of this engagement the Client must clearly identify any confidential information and specify any confidentiality requirements. If necessary, and on a case-by-case basis, the Consultant will consider signing a non-disclosure agreement.

7.0 Intellectual Property, License, and Confidential Information

7.1 The Consultant acknowledges that the Intellectual Property and Confidential Information developed as a result of the work specified in the Statement of Work (Schedule A attached) is and shall be the sole and exclusive property of Client or its designate and that Consultant shall not through this Agreement acquire any right, title or interest in or to said Intellectual Property.

7.2 The Client acknowledges that all Original Works supplied by the Consultant such as document templates, or training materials comprise trade secrets, copyright and confidential information belonging to the Consultant and said Original Works shall remain the exclusive property of the Consultant. The Client is granted a license to use said Original Work only for the purposes specified in this agreement.

8.0 Return of Confidential Information and Materials

8.1 Upon termination or expiration without renewal of this Agreement, or at anytime upon request by Client, Consultant shall within 30 days deliver up to the Client all Confidential Information and all copies thereof that are in Consultant's possession.

9.0 Termination

9.1 The consulting services may be terminated by either the Consultant or the Client upon providing seven (7) days notice in writing to the other. The Client shall pay Consultant for services and expenses as invoiced and pay in accordance with provisions 4 and 5 of this agreement.

10.0 Independent Contractor Terms

10.1 The Consultant shall at all times be an independent contractor to the Client and under no circumstances shall the Consultant or any person engaged by the Consultant in connection with the performance of Consultant's services hereunder, be deemed to be or represent itself expressly or by implication to be a partner, agent, director, officer, employee or joint venture of the Client. All persons used by the Consultant in performing its services hereunder shall be and be deemed to be exclusively the Consultants' directors, officers, employees, agents or independent contractors as the case may be and the entire management, direction and control of all such persons shall be exclusively vested in the Consultant.

10.2 The Consultant shall have no authority to bind, act for or obligate the Client in any manner whatsoever, and shall not make any representations, statements, warranties or guarantees, either oral or in writing, concerning the Client, other than as may be required by this agreement.

10.3 The Consultant shall assume and discharge for his own account all costs, expenses and charges necessary or incidental to the Consultants operations under this agreement, and shall indemnify the Client from and against all such costs, expenses and charges, excepting the expenses described in section 5.

11.0 General Terms and Conditions

11.1 Both parties agree that this consulting agreement shall be governed for all purposes by the laws of the Province of British Columbia, Canada.

11.2 If any provision of this agreement is void or so declared, both parties agree that such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

11.3 Both parties acknowledge that this Agreement sets forth the entire agreement between the Client and Consultant as to the Consultants services to the Client, and any representations, promises or conditions in connection herewith not in writing and not signed by both the Consultant and the Client will not be binding upon either party.

11.4 Both parties agree that the covenants contained in this Agreement will survive the termination of the Agreement.

12.0 Signatures

Signed and delivered;

For the Client

[Sender.Company]

For the Consultant

[Client.Company]

[Sender.FirstName] [Sender.LastName]
[Sender.Email]

[Client.FirstName] [Client.LastName]
[Client.Email]

Schedule A – Scope of Work

Pay Rate

AdReflex Corporation Consulting Fees \$15,000 + GST (5%) \$750 = **\$15,750**

Deposit = \$1,000 + gst = \$1,050

The balance of **\$14,700** is due when the CDAP Plan Accepted @ ISED but before you apply to BDC.

When ISED accept your digital transformation plan you may then get your CDAP Boost Your Business Grant. (90% x \$15,750 = **\$14,175**)

Coaching Services Overview

The Consultant will provide executive coaching, research, and advisory services. Work shall comprise meetings on zoom for mentoring, real-time problem solving, and advice. This includes research and reporting work to support specific Client needs.

The CDAP consultant will deliver the following:

- * Digital Transformation coaching, training, and advisory services.
- * a Business Improvement Review
- * a Digital Adoption Management 360 Survey
- * a Digital Adoption Strategy
- * a Digital Adoption Roadmap
- * Two digital adoption work plans
- * a CDAP Boost Your Business Grant Submission Package