



January 20, 2016

## Provision of Services Agreement

### BETWEEN:

**123456789 Borealia Inc.**, operating under **Turnstile Analytics (Turnstile)**, with offices at

42 chemin Fairbairn  
Milton, Laurentie  
A0A 0A0

and **Cassandra Consulting (the Client)**, of

456 Leibniz Ave.  
Bytown, Gishimagi  
Z9Z 9Z9

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges the parties agree as follows:

1. The Client has requested that Turnstile provide certain services to the Client.
2. This agreement is entered into between the parties for the supply of Services outlined by Turnstile to the Client in the Proposal of January 20, 2016, which forms an integral part of this agreement and is attached as Appendix A.
3. Turnstile and the Client agree to be bound by this Agreement in respect of the supply of the Services by Turnstile to the Client.
4. The Client acknowledges that it has read this Agreement including Appendix A and understands and agrees to be bound by its Terms and Conditions.

### 5. Definitions

The following words and phrases shall have the following meanings unless the context requires otherwise:

- 5.1. **"Additional Services"**: any other services other than the Services agreed to be provided by Turnstile to the Client on agreed terms and set out in Appendix A;
- 5.2. **"Charges"**: Turnstile's charges from time to time for the provision of the Services unless otherwise expressly agreed with the Client and specified in the Agreement;
- 5.3. **"Turnstile Material"**: any Documents or other materials, and any data or other information provided by Turnstile in connection with or relating to the Services;
- 5.4. **"Agreement"**: the contract for the provision of the Services including Appendix A;

- 5.5. **“Documents”** includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device (electronic or otherwise) embodying other data;
- 5.6. **“Client Material”**: any Documents or other materials, and any data or other information provided by the Client relating to the Services;
- 5.7. **“Services”** means the specified services as outlined in Appendix A under the heading Objective and Scope of Work to be provided by Turnstile for the Client;
- 5.8. **“Term”**: the period from the start date to the end date being the minimum period for the provision of the Services as set out in the Agreement and continuing thereafter in full force and effect unless terminated in accordance with the provisions of this Agreement.

## 6. Charges

- 6.1. The Client will only be charged for hours actually worked on this Project and will not be charged for more than 60 hours, according to the stipulations found in the Appendices.
- 6.2. The rate of B\$100.00/hour will be charged. This Provision of Services Agreement is subject to the 13% Harmonized Sales Tax.
- 6.3. Obligations of both parties regarding licensing costs for third party software, hosting fees and/or revenue sharing on future use of the product are stipulated in the Appendices.
- 6.4. Turnstile’s standard rates do not include an allowance for overtime. Overtime is rarely required, will only be incurred with the Client’s prior authorization, and will be billed at a rate that reflects Turnstile’s incremental costs (at a rate to be determined by mutual consent).

## 7. Term

- 7.1. This agreement shall commence on January 20, 2016, and terminate when the deliverables as described in Appendix A are received by the Client.
- 7.2. Any extension of the term must be agreed to by mutual consent of both parties.

## 8. Conditions

- 8.1. All proposals made, quotations given, instructions accepted and contracts entered into by Turnstile with any person for the supply of the Services are subject to these Conditions to the exclusion of any other terms and conditions subject to which the Contract is accepted or purported to be accepted by the Client.
- 8.2. Unless otherwise agreed by the parties in writing, the Client shall at its own expense supply Turnstile with all necessary Documents or other materials, and all necessary data or other information relating to the Services, within sufficient time to enable Turnstile to provide the Services in accordance with the Agreement.
- 8.3. The Client shall afford to Turnstile all reasonable co-operation in all matters relating to the performance of Turnstile obligations under the Agreement. In particular but without limitation to the foregoing, the Client shall:

- 8.3.1. conduct its affairs at all times in a proper and reputable manner observing all legal requirements in relation to its business;
- 8.3.2. provide proper and clear instructions to Turnstile in respect of its requirements in relation to the Services, any Additional Services or in connection with the Agreement;
- 8.3.3. pay Charges promptly when due and if not paid on the due date shall pay such applicable default interest at the specified rate from time to time in force;
- 8.3.4. promptly and fully respond to all communications of Turnstile relating to the provision of the Services and to liaise with Turnstile on matters relevant to the provision of the Services;
- 8.3.5. afford Turnstile such access to its information or records and other materials relevant to the Services as may require in connection with or to provide the Services.

## 9. Payment

- 9.1. Subject to any special terms agreed in writing by the parties, the Client shall pay the Charges and any expenses together with such additional sums which are agreed between Turnstile and the Client for the provision of the Services and any Additional Services (see Appendix A for more details).
- 9.2. The Client shall be liable for costs incurred as a result of the Client's instructions or lack of instructions, the inaccuracy of any Client Material or any other cause attributable to the Client.
- 9.3. The Charges and any additional sums payable shall be paid in full by the Client immediately upon receipt of Turnstile invoice.
- 9.4. If payment is not made on the due date, Turnstile shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount.

## 10. Materials

- 10.1. The property, copyright and any other intellectual property rights in any Client Material shall belong to the Client. The property, copyright and any other intellectual property rights in any Turnstile Material shall belong to Turnstile, subject only to the right of the Client to use the Turnstile Material during the Term. Turnstile Materials do not include the Deliverables as outlined in Appendix A.
- 10.2. The Client warrants that any Client Material and its use by Turnstile for the purpose of providing the Services will not infringe the copyright or other rights of any third party and the Client shall indemnify Turnstile against any loss, damages, costs, expenses or other claims arising from any such infringement.

## 11. Confidential Information

- 11.1. The parties agree not at any time during the Term to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the other party to this Agreement.
- 11.2. All information (including, without limitation, the terms of the Agreement, business and financial information) disclosed by either of the parties ("the Disclosing Party") to the

other party (“the Receiving Party”) pursuant to the Agreement shall be confidential. The Receiving Party shall maintain the confidentiality of all such information and shall not, without the prior written consent of the Disclosing Party, (i) utilise the same, directly or indirectly, for its own business purposes or for any other purpose, or (ii) disclose the same to any third party. This clause does not apply to any information in the public domain or which is required to be disclosed in respect of the provision of the Services by Turnstile, or pursuant to an order issued by a court of competent jurisdiction or applicable law or regulation or information which is disclosed by the Receiving Party to its professional advisors on a confidential basis.

- 11.3. The Client specifically undertakes at all times to keep confidential any Turnstile confidential information (including this document), details and information relating to Turnstile’s business or financial affairs and specifically not to disclose (whether or not for profit) such list or information to any competitor of Turnstile or any other person, firm or company engaged in similar activity during the Term and at any time following the date of expiry or termination of the Contract.

## 12. Warranties and Liability

- 12.1. Turnstile warrants to the Client that the Services will be provided using reasonable care and skill. Notwithstanding any provision to the contrary, any dates, periods or times specified by Turnstile in the Agreement are estimates only and time shall not be of the essence for the performance by Turnstile of its obligations under the Contract.
- 12.2. Except in respect of death or personal injury caused by Turnstile negligence, or as expressly provided in these Conditions, Turnstile shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Agreement, for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss (including losses arising from business interruption, wasted management time, loss of goodwill, data and all other such loss whether or not arising in the normal course of business, damages, costs, expenses or other claims (whether caused by the negligence of 123456789 Borealia Inc., its servants or agents or otherwise which arise out of or in connection with the provision of the Services or their use by the Client.
- 12.3. The entire liability of 123456789 Borealia Inc. to the Client under or in connection with the Contract shall not in any event exceed the amount of the Charges paid by the Client for the provision of the Services.
- 12.4. The Client agrees to indemnify and keep 123456789 Borealia Inc. fully indemnified from and against any loss, claim or liability whatsoever incurred or suffered by 123456789 Borealia Inc. as a result of negligence or any default by the Client or its employees, agents or representatives of its obligations however arising in connection with the Services, together with expense, claim, loss or damage which 123456789 Borealia Inc. or any of its employees, agents, sub-contractors and other clients may suffer due to the negligence or breach of the Client or its employees, agents or subcontractors.
- 12.5. The Client agrees and acknowledges that the allocation of risk in the preceding clauses

(12.1. to 12.4.) is fair and reasonable in the circumstances, having been taken into account in setting the level of the Charges.

### 13. Force Majeure

- 13.1. 123456789 Borealia Inc. shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing or any failure to perform any of Turnstile's obligations under the Contract if the delay or failure was due to any circumstances or cause beyond Turnstile's reasonable control.
- 13.2. Without prejudice to the generality of the foregoing, circumstances beyond Turnstile's reasonable control shall include: acts of God, server crashes, virus attacks on equipment, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, bad weather, software, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes whether involving employees of Turnstile's or of a third party.

### 14. Termination

The Contract may be terminated:

- 14.1. forthwith by either party if the other commits any material breach of any term of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within 21 days of a written request to remedy the same. If the Client terminates the contract under this clause, the Client shall pay all outstanding fees and expenses owed to Turnstile as of the date of termination;
- 14.2. forthwith by Turnstile if the Client fails to make payment of any sums due hereunder on the due date;
- 14.3. forthwith by either party if the other shall become unable to pay its debt or otherwise suffer insolvency events;
- 14.4. forthwith by Turnstile upon notice to the Client in the event that the Client or its employees or agents shall engage in any conduct prejudicial to the business of Turnstile's or in the event that Turnstile considers that a conflict or potential conflict of interest has arisen between the parties.
- 14.5. Any termination of the Contract pursuant to this clause shall be without prejudice to any other rights or remedies a party may be entitled to under the Agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

### 15. Notices

Any notice, consent or communication required or permitted hereunder shall be in writing and shall be sufficiently given if delivered to the Party to which it is given or mailed by prepaid registered mail or sent by telegram or facsimile transmission to such Party.

**16. Conflict Between Documents**

In the event of any conflict between this Agreement and Appendix A, the terms described in Appendix A shall prevail.

**17. Dispute Resolutions**

The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same.

**18. Waiver**

Any failure or delay by either party in exercising any of its rights under the Agreement shall not be deemed to be a waiver of that right, and no waiver by either party of any breach of the Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

**19. No Permanent Relationship**

The parties acknowledge and agree that the Agreement shall not establish or constitute any relationship of partnership, joint venture, franchise or agency between the parties except as otherwise expressly provided or agreed and neither party shall have the power to bind the other without the other's prior written consent.

**20. Unenforceable Provisions**

If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

**21. Governing Law and Jurisdiction**

This Agreement will be governed by and construed in accordance with Skanadario law and applicable Borealian law and will be treated in all respects as an Skanadario contract. Each of the parties hereby submits to the jurisdiction of the Skanadario courts.

**22. Singular and Plural**

Unless the context otherwise requires, words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine gender and vice versa; and references to persons shall include bodies of persons whether corporate or incorporate.

**23. Headings**

Headings are inserted for convenience only and shall not affect the construction or interpretation of these Conditions.

**24. Amendment**

This Agreement may be altered or amended only by agreement in writing signed by all parties.

**25. Language**

- 25.1. The parties have expressly required that this Agreement and all documents and notices relating thereto be drafted in the English language.
- 25.2. Les parties aux présentes ont expressément exigé que la présente convention et tous les autres documents ou avis qui y sont afférents soient rédigés en anglais.

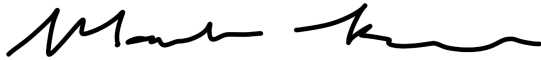
**26. Fax and Counterparts**

This Agreement may be signed in any number of counterparts and such counterparts may be delivered by facsimile or other electronic means. Such counterparts, taken together, shall constitute one and the same instrument.

**TO EVIDENCE THEIR AGREEMENT**, each of the parties has executed this Agreement on the date appearing above.

**123456789 Borealia Inc.**

**CASSANDRA CONSULTING**



Martin Kerdaniel  
President

Dr. Adele Weil  
Principal