

Terms of Service

This Service Agreement ("**Agreement**") is made effective as of the date of execution ("**Effective Date**") by and between: 17445091 Canada Inc. ("**Auticle**"); and **Client Organization**; together referred to as the "**Parties**".

WHEREAS Auticle is in the business of providing training, consulting, coaching, and related educational services.

AND WHEREAS Client Organization desires to engage Auticle to provide Services as set out in the Scope of Work – Short-Term, and Auticle agrees to provide the said Services, all subject to the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions

- 1.1. "**Cancellation**" shall mean Client Organization's notice to Auticle indicating no attendance for a scheduled meeting, event, session, or otherwise.
- 1.2. "**Confidential Information**" shall mean proprietary and confidential information including but not limited to all Intellectual Property, personal information, know-how, techniques, records, processes, plans, written content, reports, manuals, documents, prototypes, business plans, software, working materials, customer lists, findings, inventions and ideas, whether patentable or copyrightable or not, whether they be trade secrets or not and whether they be in written, graphic or oral form.
- 1.3. "**Intellectual Property**" shall mean any tangible and intangible property, including without limitation, training materials, presentations, templates, frameworks, tools, videos, learning resources, methodologies, program content, know-how, photographs, articles, text, audio-visual content, written content, techniques, documentation and other material regardless of the form or media in or on which it is stored.
- 1.4. "**Investment**" shall mean the total cost due to be paid to Auticle by Client Organization as set out under the heading Investment in the Scope of Work – Short-Term.
- 1.5. "**Services**" shall mean the services and deliverables provided by Auticle to Client

Organization as set out in Scope of Work – Short-Term, and as amended and addended from time to time by the Parties.

2. Auticle's Services and Obligations

- 2.1. **Auticle's Services.** Subject to these Terms of Services, Auticle agrees and undertakes to provide the Services in accordance with their associated deliverables, delivery methods, and timelines as set out in Scope of Work – Short-Term which is incorporated by reference to this Agreement.
 - 2.2. **Terms of Service.** Auticle reserves the right to amend these Terms of Services from time to time at its sole and exclusive discretion. The most current version may be found here [Terms of Service](#).
 - 2.3. **Website Terms of Use and Privacy Policy.** This Agreement expressly incorporates by reference Auticle's Website Terms of Use and Privacy Policy which may be amended from time to time at Auticle's sole and exclusive discretion; the most current versions may be found here here: [Terms of Use](#) policy and [Privacy Policy](#).
- ### 3. Client Organization's Obligations
- 3.1. **Fees and Payment Terms.** In consideration for the Services provided by Auticle, Client Organization agrees to pay fees to Auticle in the amounts set out in the Scope of Work – Short-Term, Section 4 Investment. Unless otherwise expressly provided in Scope of Work – Short-Term, Client Organization acknowledges and agrees that:
 - a. an upfront deposit of 50% of the total fee is payable within thirty (30) calendar days from the receipt of the deposit invoice. However, where the Services are to be rendered within thirty (30) calendar days of the execution of this Agreement, the upfront deposit of 50% of the total fee is payable immediately upon receipt of the deposit invoice;
 - b. invoices are payable within thirty (30) calendar days of the invoice date, after which time they are deemed overdue; and
 - c. overdue amounts will accrue interest at a rate of 1.5% per month (18% annually), calculated monthly.

3.2. **Non-Payment.** Auticle reserves the right to pause, suspend, withhold, or delay Services where Client Organization is not in compliance with section 3.1 of this Agreement.

3.3. **Client Organization Cooperation.** To support successful delivery of Services, Client Organization agrees to make all reasonable efforts, as appropriate or required, to:

- a. ensure participant attendance and communication;
- b. provide suitable facilities, technology, or meeting access;
- c. proactively communicate accommodation or accessibility needs to Auticle; and
- d. support respectful participation and communication by attendees.

4. Changes to Scope of Work – Short-Term and/or Services

4.1. The Parties acknowledge and agree that additions and/or amendments to the Services set out in the Scope of Work – Short-Term, including any deliverables, delivery format, and timelines, may be made from time to time as agreed in writing in advance that shall be incorporated by reference to this Agreement. Client Organization agrees to pay Auticle additional or amended associated fees as to be agreed between the Parties in writing in advance that shall be incorporated by reference to this Agreement.

5. Term and Termination

5.1. **Short Engagement Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate on the later of “End Date” specified in the Scope of Work – Short-Term or a subsequent date agreed by the Parties in advance and in writing. Either Party may terminate this Agreement at any time and for any reason by providing the non-terminating Party with ten (10) calendar days written notice.

5.2. **Termination for Cause.** This Agreement may be terminated by either Party at any time upon written notice if the other Party has breached any

obligation herein that is owed to that terminating Party, and such breach (if curable) has not been cured within ten (10) calendar days.

5.3. **Obligations Surviving Termination.** Client Organization acknowledges that Auticle may invest significant time and resources into planning, customization, preparation, facilitation, travel, and delivery. As a result, Client Organization agrees that notwithstanding termination:

- a. fees for work already completed remain payable; and
- b. non-recoverable expenses already incurred by Auticle (including but not limited to travel, accommodation, venue, or preparation costs) remain the responsibility of the Client Organization.

6. Cancellations and Rescheduling

6.1. **Cancellation.** Upon receiving written Cancellation or a request to reschedule from the Client Organization, Auticle is immediately discharged from the obligation to host, deliver, or facilitate the applicable Services. Unless otherwise expressly provided in the Scope of Work – Short-Term, all amounts paid by Client Organization in respect of the cancelled Services are non-refundable.

6.2. **Rescheduling.** Auticle agrees to make reasonable efforts to accommodate rescheduling requests where possible. Client Organization acknowledges and agrees that Auticle may not be able to facilitate all rescheduling requests.

6.3. **Fees Payable.** Client Organization acknowledges that Auticle may invest significant time and resources into planning, customization, preparation, facilitation, travel, and delivery. As a result, Client Organization agrees that for any Cancellation or rescheduling:

- a. fees for work already completed remain payable; and
- b. non-recoverable expenses already incurred by Auticle (including but not limited to travel,

accommodation, venue, or preparation costs) remain the responsibility of Client Organization.

7. Representations & Warranties

7.1. General. Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement, and is not encumbered by any existing agreement or obligation that would conflict with this Agreement.

7.2. Provision. Client Organization represents and warrants that it shall be solely and exclusively responsible for providing any and all information and documentation necessary for Auticle to perform the Services in a timely and professional manner.

7.3. Disclaimer. Client Organization acknowledges that training, coaching, consulting, and advisory services involve professional judgment and that outcomes may vary depending on implementation, participation, organizational context, and other factors outside of Auticle's control. Except as expressly set forth in this section, Auticle expressly disclaims all other representations and warranties, express or implied, and makes no guarantees to specific outcomes or results.

8. Intellectual Property

8.1. Ownership. During the Term of this Agreement, Client Organization may be exposed to various Intellectual Property and work products developed and/or provided by Auticle in the provision of Services. Auticle retains all rights, title, and interest in all Intellectual Property and work products unless otherwise agreed in writing.

8.2. Waiver. Client Organization waives any morals rights to, and grants Auticle the non-exclusive right to use, adapt, modify, and create derivative works from any materials provided by Client Organization to Auticle as necessary to perform the Services.

8.3. Publicity. Client Organization grants Auticle the non-exclusive right to use Client Organization's

name, trade name, trademark, logo, and any provided testimonials, as may be applicable, in promotional materials, including but not limited to, advertisements, brochures, websites, digital media, and case studies, solely for the purpose of promoting the relationship of the Parties or the Services provided.

9. Confidentiality

9.1. Shared Obligations. Both Parties agree not to use, either during or after the Term, any Confidential Information or Intellectual Property received from the other Party for any purpose other than to perform the Parties' respective obligations under this Agreement. Both Parties further agree not to disclose, reproduce for external distribution, communicate, sell, or sublicense in any manner, either during or after the Term, any Confidential Information to any third party.

9.2. Permitted Disclosure. Either Party may disclose Confidential Information with the prior written approval of the other Party or pursuant to the order or requirement of a court, administrative agency, or other governmental body.

9.3. Disposal. Upon Auticle's request at any time, or upon the termination of this Agreement, Client Organization agrees to immediately deliver to Auticle (or destroy, as directed) all Confidential Information, in whatever medium or form, that is then within Client Organization's possession or control.

10. Dispute Resolution

10.1. Initiation. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, either Party may initiate the resolution process by sending a written notice of the dispute to the other Party.

10.2. Good Faith Negotiations. Upon delivery of a written notice of dispute to either Party, each Party agrees to first attempt to resolve said dispute, controversy, or claim through good-faith negotiations.

10.3. Arbitration. All disputes that are not resolved within thirty (30) calendar days following the delivery of a written notice of dispute shall be arbitrated and finally resolved by binding arbitration in accordance with the Arbitration Act (Ontario). The place of the arbitration shall be the City of Toronto in the Province of Ontario. The arbitrator shall be chosen at the mutual consent of the parties hereto. In the event that the parties cannot agree on an arbitrator, the dispute shall be referred to the ADR Institute of Ontario for the selection of an arbitrator from their roster. The language of the arbitration shall be English.

11. Limitation of Liability

11.1. Limitations. Under no circumstances will Auticle, its officers, directors, or employees be liable to Client Organization or any third party for any indirect, incidental, special, exemplary, consequential, punitive or other similar damages, or any other loss incurred by Client Organization or such third party in connection with this Agreement, regardless of whether the damages were foreseeable.

11.2. Aggregate Liability. Auticle's liability arising from this Agreement or otherwise in connection with any Services, shall in no event exceed the aggregate amount received by the Auticle under this Agreement.

12. Indemnity

12.1. Client Organization agrees to indemnify and hold harmless Auticle from any and all claims, actions, causes of action, debts or demands (including any related liability for interest or penalties, and any related costs or expenses, including legal fees sustained, suffered, or incurred by Auticle) which may arise as a result of or in relation to:

- a. Client Organization's breach of this Agreement including any representations and warranties set out in this Agreement; or
- b. Client Organization's failure for any reason whatsoever to comply with and submit the requisite filings or payments under

applicable federal, provincial, municipal or local law.

13. Relationship

13.1. Independent Contractor. Auticle shall perform all Services as an independent contractor and not as an employee or an agent of Client Organization. Further, the Parties agree that this Agreement does not create, and shall not be construed to create, a partnership or joint venture.

13.2. Non-Exclusive. Client Organization acknowledges and agrees that Auticle provides Services on a non-exclusive basis. Nothing herein shall be construed as prohibiting Auticle from providing similar Services to third parties.

14. Miscellaneous

14.1. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the provincial laws of the Province of Ontario and the federal laws of Canada. To the extent arbitration, as described in Section 10.3, is prohibited by applicable law, the Parties hereby agree that all disputes will be heard and resolved in a court or administrative body of competent subject-matter jurisdiction located in Toronto, Ontario.

14.2. Service of Notice. Any notice, demand, or other communication that is required to be given under this Agreement must be in writing. Such notice shall be sent by email to the email address of the Party provided herein. Notice is deemed to have been received on the day of transmission if sent by email before 5:00 p.m. EST, or on the next business day otherwise.

14.3. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

14.4. Entire Agreement. This Agreement, together with any attached schedules, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, discussions, understandings, and

representations, whether written or oral, relating to the subject matter hereof.

14.5. Waiver. Either Party may waive any default of the other Party under this Agreement, but no such waiver shall affect the rights of that Party in

respect of any subsequent default, whether of the same or a different nature.

14.6. Assignment. Neither Party shall assign its obligation under this Agreement to any third party without prior written consent of the other Party.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the latest date written below.

17445091 CANADA INC. ("AUTICLE")

Client Organization

Signature

Signature

Name of Signatory

Name of Signatory

Date

Date

Notice Email

Notice Email