



CONTRACT

Consultancy Agreement No 1.150

This Consultancy Agreement No **1.150** is made between **Mr. Vitalii Blazheiev** (www.essenceprototyping.com), Essence Prototyping Company Inc., Toronto, Ontario, Canada (the "Contractor") and "the "Client"

WHEREAS:

In reliance on the Consultant's skill, expertise and knowledge, the Client wishes to engage the Consultant to provide the Consultancy services. The Consultant agrees to provide the Services to the Client on and subject to the terms and conditions set out in this agreement and its schedule (the "Agreement").

DEFINITIONS:

[ClientCity] =

[StartingDate] =

[MandateEndingDate] =

[DateToReviewContract] =

[MinimumTimePerWeek] = 20

[MaximumTimePerWeek] = 40

[FeesRate] = 150 \$ / Hour + % from venture projects

[BankAccount] = business accounts provided accompanied with invoice

IT IS AGREED as follows:

Provision of Services

- 1.1 The Client engages the Consultant to provide the services of art consultant set out in the "Services" pane and the Consultant agrees to provide the Services on and subject to the terms and conditions contained in this Agreement.

Duration of Engagement

- 2.1 This Agreement shall commence with effect from [StartingDate] and shall continue for a fixed term of 6 month or until [MandateEndinDate] and subject to the terms and conditions set out in this Agreement unless terminated earlier in accordance with clause 9, with possible contract renewal at [DateToReviewContract]. Contract is prolonged automatically, if reviewing session is not held with next decision at [DateToReviewContract].

Consultant's Obligations

- 3.1 The Consultant agrees and undertakes to provide the Services with all due care and diligence and in accordance with best practice, to act in the best interests of the Client at all times and to obey all lawful and reasonable instructions and directions of the Client from time to time.
- 3.2 The Consultant agrees to provide the Services to the Client for a minimum of **[MinimumTimePerWeek]** and a maximum of **[MaximumTimePerWeek]** hours per week, at times required by the Client.
- 3.3 Subject to the Client reserving the right to direct the Consultant to provide the Services at a location of the Client's choice, the Consultant shall be entitled to determine when and at which locations the Services shall be provided.
- 3.4 The Consultant agrees to undertake such travel, as the Client shall reasonably require in connection with the Services.

The Consultant agrees to attend such meetings at such locations and at such times as the Client shall reasonably require in connection with the Services.

The Consultant agrees to be present in **[ClientCity]** at least three days per each month during the period fixed in this Agreement.

Exclusivity of Engagement

- 4.1 The Consultant shall be free to be employed by, perform work for and/or accept any engagements with any third party during the continuance of this Agreement. The Consultant agrees to provide such details of any employment by, work for and/or engagements with any third parties as the Client may reasonably require. Exclusive engagement in case of full-time.

Client's Obligations

- 5.1 Throughout the period of this Agreement the Client shall afford the Consultant such access to the Client's resources as the Consultant may reasonably require to provide the Services.

Fees

- 6.1 The Client shall pay to the Consultant **[FeesRate]** (monthly or by hour) fee of _____ (indicate method in handwriting) exclusive of VAT (14.99% QST/PST) and taxes. Tax numbers to be provided with bank requisites.
- 6.2 The Client is not entitled to be paid for any services that the Consultant does not provide, including where the reason for the Consultant's non-provision of the services is at the Client's request. But, extra services can be added while negotiated additionally at the Annex

- 6.3 The fees shall be payable by the Client quarterly by equal parts on or before the last day of each quarter upon submission by the Consultant of an invoice in respect of Services performed to the satisfaction of the Client.
- 6.4 The Client shall reimburse to the Consultant all travelling and other expenses provided that they are incurred upon Client's explicit approval. Expenses shall be reimbursed by the Client in accordance with the terms of Annex 1 attached to this Agreement.
- Payment by the Client of any fees or expenses shall be without prejudice to any claims or rights which the Client may have against the Consultant and shall not constitute any admission by the Client as to the performance by the Consultant of the obligations contained in this Agreement. Prior to making any such payment the Client shall be entitled to make deductions or deferments from any such payments due to the Consultant in respect of any disputes or claims whatsoever with or against the Consultant. Invoices for fees in payment of the Services, are payable on receipt of the invoice by bank transfer to the provided [BankAccount].

Additional Obligations

- 7.1 For the purposes of this Agreement, the expression "Property" shall mean all or any property belonging to the Client which is provided to the Consultant or prepared by the Consultant in connection with the Services and includes without limitation, any confidential information belonging to the Client whether stored as part of a document or in any other medium (including electronic and digital media).
- 7.2 The Consultant agrees, whenever requested by the Client and in any event on the termination of this Agreement to surrender to the Client promptly any Property in the Consultant's possession, custody or control. The Consultant acknowledges and agrees that, on the expiry or termination of this Agreement, the Consultant shall not be entitled to retain and shall not retain any Property.
- 7.3 Save in the proper performance of the provision of the Services and subject to clause 7.4, the Consultant shall not, at any time, use, copy, disclose, communicate and/or publish or enable or cause any person(s) to become aware of and/or use, copy, disclose, communicate and/or publish any confidential information belonging to the Client or any information on this Agreement if confidentiality document signed.
- 7.4 The obligation contained in clause 7.3 shall not apply to any information which:

The Consultant is ordered to disclose by a court or tribunal of competent jurisdiction or which he is otherwise required or permitted to disclose by law; and is (otherwise through the Consultant's breach of clause 7.3) available to the public generally.
- 7.5 The obligations contained in this clause 7 are capable of surviving the termination of this Agreement and shall continue to apply following the termination of this Agreement.

Liability

- 8.1 The Consultant agrees and acknowledges that the Client will be relying upon the skill, expertise, knowledge, and experience of the Consultant in the provision of the Services (or any substitute involved in the provision of the Services under clause 12) and accordingly the Consultant agrees to fully indemnify and keep the Client fully indemnified against and from all claims, demands, awards, damages, actions, losses, costs (including legal costs) and other expenses arising as a result of or in connection with the provision of the Services (or any of them).

Termination

- 9.1 This Agreement may be terminated by any party, during trial period with 2 weeks of prior notice in writing.
- 9.2 Without prejudice to any other rights or remedies to which the Client may be entitled whether under this Agreement or at law, the Client shall be entitled to terminate this Agreement immediately by notice in writing if:
- the Consultant is in breach of any obligations under this Agreement and such breach (If capable of remedy) is not remedied within 14 days of a notice before and requiring its remedy;
 - the Consultant for whatever reason is unable to provide the Services for a continuous period of 4 weeks or for 6 weeks in aggregate;
 - the Consultant's performance or conduct brings or is in the opinion of the Client likely to bring the Client into disrepute;
 - the Consultant causes loss or damage to the Client by negligent or willful act or omission.
- 9.3 In the event of termination in accordance with sub-clause 9.2, the Client shall be entitled to withhold any or all of the fees and expenses whether or not they may have accrued and without prejudice to any other rights the Client may have in respect of the Consultant's breach, performance or conduct.
- 9.4 The Consultant shall not be required to fulfill an obligation under this Agreement and the provisions of sub-clause 9.2 shall not apply, if, the Consultant is prevented from fulfilling the obligation by any acts or omissions of the Client. The Consultant shall only be entitled to rely on the provisions of this clause 9.4 if the Consultant gives written notice to the Client of any act or omission, which prevents the Consultant from fulfilling the obligation within 72 hours of the occurrence of the Client's act or omission.
- 9.5 The Client shall have no payment obligations whatsoever to the Consultant in respect of any Services commenced after the date of receipt of any notice of termination given by the Client, unless expressly authorized by the Client in writing. In the event of any termination, neither party shall be entitled to any compensation by reason solely of that termination.

- 9.6 Upon termination of this Agreement for any reason the Consultant undertakes to return to the Client all originals or copies of any Property and confidential information then in its possession or control.
- 9.7 Upon termination of this Agreement for any reason, the Consultant shall use its best endeavors to assign to the Client or to such company indicated by the Client all authorized pending contracts or arrangements made with third parties for the Client's account under this Agreement, using its best endeavors to continue the same terms and conditions, including costs and rates. In the event that the Consultant cannot obtain a release from its obligations, the Consultant shall continue performance and the Client shall meet its obligations as to the unassigned or unreleased contracts as though this Agreement had not been terminated.

Relationship

- 10.1 For the avoidance of doubt, it is stated that the Parties intend and agree that this Agreement shall be treated for all purposes as a contract for services with the relationship between the Client and the Consultant being one of independent contractors.
- 10.2 Nothing contained in this Agreement shall be construed as having or have the effect of constituting any relationship of employer and employee between the contracting parties and the Consultant shall not be entitled to receive any benefits available to employees of the Client including, without limitation, any salary, overtime payments, payment of sick pay, and pension contributions.

Tax Liabilities

- 11.1 The Consultant shall have the status of a self-employed person and shall be responsible for all tax liabilities arising in connection with the provision of the Services including but not limited to liability for the payment of income tax and national insurance in respect of the fees.
- 11.2 The Consultant agrees to fully indemnify and keep the Client fully indemnified against and from all claims, demands, awards, damages, actions, losses, costs (including legal costs) and other expenses arising as a result of or in connection with any claims that may be made by the relevant authorities against the Client in respect of tax and/or national insurance or similar contributions owed by the Client in connection with the Services.

Substitution

- 12.1 If the Consultant is unable to personally provide all or part of the Services to the Client, the Consultant shall be entitled to nominate a substitute to provide all or part of the Services on the Consultant's behalf. Any substitute must be considered by the Client to be suitably qualified and experienced and must be approved in advance in writing by the Client

General

- 13.1 This Agreement shall be governed by and interpreted in accordance with the law of England and Canada and each of the parties submits to the exclusive jurisdiction of the English and Canadian Courts as regards any claim or matter arising under this Agreement.

SERVICES TO CONTRIBUTE

Provision of Consultancy services to include, without limitation:

- Analyze / Design / Architect / Program tech for customized projects
- Produce and manage pipeline for product platform
- Guide the departments involved effectively from start to finish
- Develop and keep vision and translate it to the project teams forming project core.
- Develop and manage budgets required for rendering services mentioned.

SIGNED by	
Vitalii Blazheiev (www.blazheiev.com)	
For and on behalf of	
www.essenceprototyping.com	
Essence Prototyping Company Inc	
SIGNED by	
Client	

Annex 1

to the Consultancy Agreement No 1 of 150

between _____ (the "Client")

and _____ (the "Consultant")

TRAVEL EXPENSES

FOR THE CLIENT

FOR THE CONSULTANT

Annex 2

This appendix may be used for list of deliveries definitions and other details