

Consulting Agreement

Dated _____.

Between:

("Client")

- and -

("Consultant")

- and -

("Principal")

Whereas:

- 1 Client carries on the business of _____ ("Business").
- 2 Consultant is an independent contractor ("Consultant") who carries on business in the field of Information Technology for a variety of clients.
- 3 _____ ("Principal") works for the Consultant as a _____, and is a principal shareholder or owner of the Consultant.
- 4 Client wishes to retain the Consultant to provide _____ services in connection with _____, a more detailed description of which (including time lines) is attached as Schedule "A" ("Services" and "Project" respectively);

THEREFORE, in consideration of the agreements of the parties contained in this Agreement, the sum of one dollar now paid by each party to the other, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), it is agreed as follows:

Definitions

- 1 In this Agreement, the following words and expressions shall have the meanings set out below unless inconsistent with the subject matter or contract:
 - (a) "Services" means the provision by the Consultant of _____ services to the Client in relation to the Project, as outlined in Schedule "A" attached, and such other services as may be agreed upon between the Consultant and the Client from time to time.
 - (b) "Consulting Fees" means the fees payable by the Client to the Consultant for provision of the Services, as set out in Schedule "A".
 - (c) "Deliverables" shall mean completion of the Services in accordance with Schedule "A", and as otherwise defined in Schedule "A".

Performance of Services

- 2 The Services shall be provided by the Consultant at times and places mutually convenient to the Consultant and the Client. It is agreed and acknowledged that the Consultant provides services

to other persons, firms and corporations and will continue to do so during the term of this Agreement.