

**SERVICE AGREEMENT**

Between: ClicNet Télécommunications Inc. having its principal place of business at 80 Queen Street, office 405, Montreal, Quebec, H3C 2N5 represented by Mr. Paul Dubé, General Manager, duly authorized as he so declared

(Hereinafter called "CLICNET™ ")

and: .....having its principal place of business at .....  
represented by ....., duly authorized as he so declared

(Hereinafter called the "CLIENT ")

1) In consideration of the arrangements listed below, printed general conditions in the appendix and all other incorporated annexes herein, the CLIENT retains the services of CLICNET, who will provide :

- 5 hours of Web Design services X 85\$/hr

Total: 5 hours X 85\$ = 425.00 \$  
(the applicable taxes must be added to all the amounts)

The CLIENT has one (1) year from purchase date to use the purchased hours and this is a non-refundable service.

2) The services of CLICNET, as described herein, are payable according to the following terms:

- The services provided in (1) above are payable on signing of this contract.

Any work required by the CLIENT and not described in this contract and its annexes, will be regarded as "out of scope" and will be invoiced over at the usual hourly rates of CLICNET for such type of work.

- 3) The written acceptance of the CLIENT must be given to CLICNET before ....., if not, the present contract could be cancelled by CLICNET without notice. Moreover, all modifications of the present contract must be in written form agreeable to both parties.
- 4) CLICNET and the CLIENT herein agree that should any damage be caused by CLICNET or sustained by the CLIENT or any other person in relation with the execution of this contract, the only compensation, whether the damage is direct or indirect, that could be granted to the CLIENT, will be the payment of a sum not exceeding the sums actually paid to CLICNET by the CLIENT under the terms of the present contract after deducting the expenses of CLICNET and, if it is the case, the amounts that the CLIENT has received from a third party for this project and that the CLIENT will not have to pay back, and will not include or cover any other type of damage.
- 5) The client agrees to pay 18% interest per year (1.5% per month) on any past balance due, the aforementioned balance including the interest already accrued.
- 6) The information considered to be useful by CLICNET in the interest of service to the client can be conserved according to the application of the recent changes to the Civil code of Quebec.

Signed in Montreal by:

ClicNet Télécommunications Inc.

Canadian Mailbox Co.

Initials
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By:

\_\_\_\_\_  
Paul Dubé

TPS NUMBER: R140831363  
TVQ NUMBER: 1018115278

By:

\_\_\_\_\_  
John Costanian

TPS NUMBER: \_\_\_\_\_  
TVQ NUMBER: \_\_\_\_\_

# GENERAL CONDITIONS

## 1. Responsibilities and commitments of CLICNET

- a) Limit – CLICNET is not responsible for any delay resulting from the loss of specialists considered to be essential to the execution of this contract, of accidental occurrences and of any other cause out of its control.
- b) Work orientation – If the technical solutions foreseen and the imposed technical constraints are those wanted by the CLIENT, CLICNET will not make any comparative study of the applicable techniques in this field, unless the CLIENT specifically requests CLICNET, to do so. CLICNET takes for granted that the legal, technical and other aspects conditioning the project were adequately verified by the CLIENT and that they are not likely to compromise project development.

## 2. Subcontracting, modification

- a) Subcontracting - The CLIENT recognizes that CLICNET can subcontract all or part of the work. In such a case, CLICNET is committed to supervising the work so that it corresponds to the client's requirements, that it is of good quality and that it is carried out according to the usual professional standards.
- b) Modification – No modification to the contract or the work plan is valid unless agreed upon in writing by both parties. They must also agree with the consequences of the modification of the schedule and the cost of the services.

## 3. Reciprocal obligations

- a) Confidentiality – CLICNET and the CLIENT will take reasonable measures to preserve the commercial safety and the confidentiality of the work defined in the contract.

## 4. Commitments of the CLIENT

- a) The CLIENT must provide any technical information or other information that CLICNET requests and that is necessary or useful to carry out the current agreement.
- b) The CLIENT agrees to take an active role in the management of work and assisting in coordinating meetings, if it is necessary, receiving and analyzing documentation useful to the work process and taking part in the decision process.
- c) The CLIENT must take all the means necessary to respect the terms and conditions of the contract which are his responsibility.
- d) The CLIENT should not affect, transfer or otherwise yield, in all or in part, his interests, rights or obligations in this contract, without having first obtained the authorization from CLICNET.
- e) The CLIENT understands that the nature of the work carried out by CLICNET could cause the total or partial loss of the information contained on its information processing systems. Consequently, the CLIENT commits himself to making a backup copy for safety purposes of all the information contained on his information processing systems.
- f) The CLIENT is responsible for taking all measures that it sees necessary to ensure the data confidentiality contained on its information processing systems.

## 5. Limited guarantee

CLICNET and the CLIENT herein agree that in the event of the breaking of this contract by CLICNET, the only compensation, whether the damage is direct or indirect, that could be granted to the CLIENT, will be the payment of a sum not exceeding the sums paid to CLICNET by the CLIENT under the terms of the present contract after having deducted the expenses of CLICNET and, if it is necessary, the amounts that the CLIENT received from a third party for this project and that the CLIENT will not have to pay back, and will not include nor extend to any complaint of right of compensation, including but not limited to, any loss of profits, data or other direct or indirect damage or any

other complaint of this kind, and this, even if CLICNET was aware of the possibility of the damage.

## 6. Cancellation

- a) In the case of voluntary or forced bankruptcy of the CLIENT, of a proposal from its creditors, abandonment of the business or liquidation before the complete execution of its obligations, the contract will be automatically terminated, without notice.
- b) The default of the CLIENT to carry out a payment at the agreed upon date and to remedy it within thirty (30) days of a formal notice written by CLICNET, gives CLICNET the right to put an end to the work, by means of a written notice.
- c) The end of the contract before the term according to paragraphs a) or b) does not carry any established rights and CLICNET keeps the property of the work and the privilege to dispose of it freely.
- d) If the CLIENT puts end to this contract, he commits to not revealing the contents of the proposal for services or the ideas or concepts worked out by CLICNET.

## 7. Purchases of goods and services

- a) If the project implies the purchase of goods or services, CLICNET does not have to proceed by tender, but rather by carrying out the purchases in the way considered to be most effective and economical according to the circumstances.
- b) CLICNET can make substitutions in the material, equipment, services bought of staff, in connection with what is foreseen in the present contract insofar as the substitution does not involve a cost higher than that provided in article 2 of the contract and that the quality of the material, equipment, services bought or staff, according to CLICNET, is equivalent.

## 8. Interpretation

- a) The services contract and its annexes, including the present general conditions, constitute the entirety of the commitment between the both parties.
- b) In the event of incompatibility, the provisions of the contract and the general conditions herein prevail over the other annexes, whereas the contract prevails over the general conditions herein.
- c) This commitment is governed by the law applicable in Quebec. The parties attribute responsibility to the courts of the district of Quebec to hear any litigation relating to this contract.
- d) The expressions nominating the persons of male sex also include/understand the people of the female sex, the corporations and the institutions
- e) The singular includes the plural.

## 9. End of terms

In the case foreseen in article 6, paragraphs a) and b), the CLIENT loses the benefits of the terms that could have been granted to him and the sums due become immediately payable unless the CLIENT does remedy to the situation within the time prescribed in accordance with article 6 b).

## 10. Taxes

All rights or taxes that are payable or could become payable are over and above any amount stated in this contract.

## 11. Language

Without exception, the correspondence, the reports and other written documents are transmitted to the CLIENT in French. In the assumption that a translation would be required, this will be done under the conditions to which the parties will agree.

## 12. Delay for utilisation

Initials

The CLIENT has one (1) year from purchase date to use the purchased hours and this is a non-refundable service.

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