

# Lesley Bell Consulting

## TERMS AND CONDITIONS

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### **1. SERVICES**

- 1.1. The specific requirements of each service provided to the Law Firm will be in part dictated by the Consultant. The full list of tasks that must be completed for each service will be discussed by the Law Firm and the Consultant before acceptance of a project.
- 1.2. It is expected that the Consultant will work only within of his or her Services. Any other services, over and above those services outlined above must be approved by the Consultant prior to the Consultant providing additional services.

### **2. RELATIONSHIP SCOPE**

- 2.1. The Consultant shall provide his or her services to the Law Firm as an independent Consultant and not as an employee.
- 2.2. The Law Firm desires to engage and contract the Consultant to perform the services set forth. The Consultant desires to enter into this Agreement and perform as an independent Consultant for the Law Firm and is willing to do so on the terms and conditions set forth herein.
- 2.3. The Consultant shall retain sole and absolute discretion in the manner and means of carrying out his or her activities and responsibilities under this Agreement. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Consultant shall not be liable for any obligations incurred by the Law Firm unless specifically authorized in writing.
- 2.4. The Consultant agrees that the Law Firm shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the Law Firm to the Consultant. The Consultant also agrees to indemnify the Law Firm from any and all claims in respect to the Law Firm's failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- 2.5. The Consultant is or remains open to conducting similar tasks or activities for entities other than the Law Firm and holds himself or herself out to the public to be a separate business entity from the Law Firm. The Consultant is free to provide services to other parties, so long as there is no interference with the Consultant's contractual obligations to the Law Firm. Further, the Consultant is strictly prohibited from using any of the Law Firm's Proprietary Property in any manner whatsoever either during or after the expiry of this Agreement.
- 2.6. The Law Firm has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Consultant. Neither party has authority to bind or commit the other.

### **3. HST REGISTRATION AND RESPONSIBILITY**

- 3.1. It is the sole responsibility of the Consultant to obtain a valid GST/HST Number Registration. It is the sole responsibility of the Consultant to file appropriate GST/HST returns as required by law.

### **4. ASSIGNMENT**

- 4.1. Unless written consent is given by the Consultant, the Agreement and all services offered to and/or accepted by the Law Firm may not be transferred or assigned by the Law Firm, directly or indirectly, to any persons whomsoever.

### **5. LEGAL COMPLIANCE**

- 5.1. The Law Firm is encouraged to treat all of the Consultant's employees, customers, Clients, business partners and other affiliates with respect and responsibility. The Law Firm is required to comply with all laws, ethical codes and company policies, procedures, rules or regulations, including those forbidding sexual harassment, discrimination, and unfair business practices.

### **6. CONFIDENTIALITY**

- 6.1. The Consultant agrees not to disclose or communicate, in any manner, either during or after the Law Firm's Agreement with the Law Firm, proprietary information about the Law Firm, its operations, financial information, Clients, or any other proprietary information that relates to the business of the Law Firm including, but not limited to, the names of its Clients, its marketing strategies, financial agreements, operations, or any other information of any kind which would be deemed confidential, a trade secret, a

Client list, or other form of proprietary information of the Law Firm. The Consultant acknowledges that the above information is material and confidential and that it affects the profitability of the Law Firm. The Consultant understands that any breach of this provision is a material breach of this Agreement. To the extent the Consultant needs to disclose confidential information for a legitimate business purpose, the Consultant may only do so after obtaining written authorization from the Law Firm.

#### **7. OWNERSHIP OF PROPERTY**

7.1. The Consultant may in the course of the engagement with the Law Firm conceive, develop or contribute to material or information related to the business processes of the Law Firm, including, without limitation, curriculum, processes, protocols, web page design and content, business plans, manuals, customer lists, technical documentation, ideas, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "Proprietary Property").

7.2. The Consultant shall exclusively own, and the Law Firm does hereby assign to the Consultant, all Proprietary Property which the Consultant conceives, develops or contributes to in the course of the Consultant's engagement with the Law Firm and all intellectual and industrial property and other rights of any kind in or relating to the proprietary property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property.

7.3. The Law Firm hereby irrevocably and unconditionally waives all moral rights the Consultant may now or in the future have in any Proprietary Property.

7.4. The Law Firm agrees that the Law Firm will, if requested from time to time by the Consultant, execute such further reasonable agreements as to confidentiality and proprietary rights as the Consultant's customers or suppliers reasonably require to protect confidential information or proprietary property. Regardless of any changes in position, fees or otherwise, including, without limitation, termination of the Law Firm's engagement with the Consultant, unless otherwise stipulated pursuant to the terms hereof, the Law Firm will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to this paragraph.

7.5. The Consultant agrees that the Consultant's sole and exclusive remedy for any breach by the Law Firm of this Agreement will be limited to monetary damages and in case of any breach by the Law Firm of this Agreement or any other Agreement between the Law Firm and the Consultant, the Law Firm will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.

7.6. The Law Firm acknowledges that the services provided by the Consultant to the Law Firm under this Agreement are unique. The Law Firm further agrees that irreparable harm will be suffered by the Consultant in the event of the Law Firm's breach or threatened breach of any of his or her obligations under this Agreement, and that the Consultant will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Law Firm from engaging in or continuing any such breach hereof. Any claims asserted by the Law Firm against the Consultant shall not constitute a defense in any injunction action, application or motion brought against the Law Firm by the Consultant.

#### **8. TERMINATION**

8.1. The Law Firm agrees that no additional advance notice or fees in lieu of notice are required upon expiry of the Agreement or in the event of termination.

8.2. If the Law Firm has (a) abandoned the Agreement or any offered and/or accepted services, (b) is not executing the Service in accordance with the Agreement; or (c) is persistently or flagrantly neglecting to carry out his or her obligations under the Agreement, the Consultant, after giving one (1) calendar days' notice in writing to the Law Firm, may terminate this Agreement.

8.3. The Consultant may terminate this Agreement at any time at its sole discretion, upon providing to the Law Firm with seven (7) calendar days advance written notice of its intention to do so or payment of fees in lieu thereof. Upon receipt of such notice the Law Firm may waive notice in which event this Agreement shall terminate immediately.

8.4. The Law Firm may terminate this Agreement at any time at its sole discretion upon providing the Consultant with fourteen (14) calendar days advance written notice of its intention to do so. Upon receipt of such notice the Consultant may waive notice in which event this Agreement shall terminate immediately.

## **9. ENTIRE AGREEMENT**

9.1. With the exception of the individual services offered to the Law Firm before his or her acceptance of services, this Agreement represents the entire agreement between the parties and the provisions of this Agreement shall supersede any and all prior or contemporaneous oral or written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may only be amended by mutual written agreement of the parties. The parties acknowledge that they have agreed that this agreement be drawn up in the English language only. Les parties reconnaissent avoir convenu que ce le présent accord soit rédigé dans la langue anglaise seulement.

## **10. GOVERNING LAW AND PRINCIPLES OF CONSTRUCTION**

10.1. This Agreement shall be construed in accordance with and shall be subject to the laws of the Province of Ontario, and the federal laws of Canada applicable therein.

10.2. If any provisions of this Agreement are held to be void and/or unenforceable, such invalid or unenforceable provisions shall be deemed severable and the remaining provisions of the Agreement shall remain in full force and effect.