

# True North PSR

## Master Services Agreement

THIS MASTER SERVICE AGREEMENT (the "Agreement") is dated this [redacted] day of [redacted].

<b>Customer</b> [redacted] (the "Customer")	<b>True North PSR</b>  Kevin P. Pike (the "Consultant")
---	--

### Background

- A. Customer is of the opinion that Consultant has the necessary qualifications, experience, and abilities to provide services to Customer.
- B. Consultant is agreeable to providing such services to Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, Customer and Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

### 1.0 Services Provided

1.1 Customer hereby agrees to engage Consultant to provide Customer with services (the "Services") as specified in one or more Statement(s) of Work.

### 2.0 Term of Agreement

2.1 The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect for (5) years from the Effective Date, but may be terminated by either Party by giving 30 days written notice to the other party.

2.2 If either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

2.3 This Agreement may be terminated at any time by mutual agreement of the Parties.

1. Except as otherwise provided in this Agreement, the obligations of Consultant will end upon the termination of this Agreement.

### **3.0 Performance**

3.1 The Parties agree to take all reasonable actions to ensure that the terms of this Agreement take effect.

### **4.0 Currency**

4.1 Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

### **5.0 Compensation**

5.1 Subscription Fees and Payment Terms: The Customer shall compensate the Consultant for services rendered under a monthly subscription model. The fees for each monthly subscription period shall be prepaid by the Customer prior to the commencement of the service period through the payment portal at <[www.truenorthpsr.com.com](http://www.truenorthpsr.com.com)>.

5.2 No Refunds on Early Termination: In the event that the Customer elects to terminate this agreement prior to the expiration of the current monthly billing cycle, the Customer acknowledges and agrees that no refunds will be issued for any unused portion of the prepaid account balance. This includes, but is not limited to, any service credits that have not been utilized by the time of such termination.

5.3 Expiration of Service Credits: The Customer's monthly service subscription includes a set number of service credits, which may be utilized within the respective billing cycle for which they have been allocated. The Customer acknowledges and agrees that any unused service credits will expire at the end of each billing cycle. Unused service credits do not roll over to subsequent billing cycles, and no credit or refund will be provided for unused credits.

## **6.0 Reimbursement of Expenses**

6.1 Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by Consultant in connection with providing the Services.

6.2 All expenses must be pre-approved by Customer.

## **7.0 Confidentiality**

7.1 Confidential information (the "Confidential Information") refers to any data or information relating to the business of Customer which would reasonably be considered to be proprietary to Customer including, but not limited to, accounting records, business processes, and Customer records and that is not generally known in the industry of Customer and where the release of that Confidential Information could reasonably be expected to cause harm to Customer.

7.2 Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which Consultant has obtained, except as authorized by Customer or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

7.3 All written and oral information and material disclosed or provided by Customer to Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to Consultant.

7.4 Without Consultant's prior written permission, Customer shall not disclose payment rates, structure, arrangement details, any of the terms of this Agreement or any applicable Statement of Work to anyone including, but not limited to, individuals, entities, and government agencies.

7.5 In the event of any inconsistency or discrepancy between the terms set forth in the "Confidentiality" section of this Master Services Agreement and the terms of the Mutual Non-Disclosure Agreement ("MNDA") executed by and between the parties, the terms of the MNDA shall prevail. The parties agree that the MNDA shall supersede any conflicting provisions found within this agreement with respect to the treatment, handling, and protection of confidential information.

## **8.0 Ownership of Intellectual Property**

8.1 All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (the "Intellectual Property") that is developed or produced under this Agreement, will be the sole property of Customer. The use of the Intellectual Property by Customer will not be restricted in any manner.

8.2 Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of Customer.

## **9.0 Return of Property**

9.1 Upon the expiry or termination of this Agreement, upon Customer's written request, Consultant will return to Customer any property, documentation, records, or Confidential Information which is the property of Customer. All such requests shall be submitted to <support@truenorthpsr.com>.

## **10.0 Capacity/Independent Consultant**

10.1 In providing the Services under this Agreement it is expressly agreed that Consultant is acting as an independent Consultant and not as an employee. Consultant and Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

## **11.0 Right of Substitution**

11.1 Except as otherwise provided in this Agreement, Consultant may, at Consultant's absolute discretion, engage a third party ("Subcontractor") to perform some or all of the obligations of Consultant under this Agreement and Customer will not hire or engage any third parties to assist with the provision of the Services.

11.2 If Consultant hires a Subcontractor, Consultant will pay the Subcontractor for its services and the Compensation will remain payable by Customer to Consultant.

11.2.1 For the purposes of the indemnification clause of this Agreement, the Subcontractor is an agent of Consultant.

## **12.0 Autonomy**

12.1 Except as otherwise provided in this Agreement, Consultant will have full control over working time, methods, and decision-making in relation to the provision of the Services in accordance with the Agreement. Consultant will work autonomously and not at the direction of Customer. However, Consultant will be responsive to the reasonable needs and concerns of Customer.

## **13.0 Equipment**

13.1 Except as otherwise provided in this Agreement, Consultant will provide at Consultant's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **14.0 No Exclusivity**

14.1 The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **15.0 Notice**

15.1 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties by email to: <support@truenorthpsr.com>

## **16.0 Indemnification**

16.1 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and

permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### **17.0 Modification of Agreement**

17.1 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

#### **18.0 Assignment**

18.1 Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of Customer.

#### **19.0 Entire Agreement**

19.1 It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

#### **20.0 Titles/Headings**

20.1 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **21.0 Gender**

21.1 Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **22.0 Governing Law**

22.1 The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia. Each of the Parties irrevocably attorns to the exclusive jurisdiction of the Courts of Nova Scotia.

## **23.0 Severability**

23.1 If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **24.0 Waiver**

24.1 The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF, the Parties have duly caused this Agreement to be executed as of the date first above written.

**Customer:**

**True North PSR (“Consultant”):**

\_\_\_\_\_

\_\_\_\_\_

Name (Signature)

\_\_\_\_\_

Name (Signature)

\_\_\_\_\_

Name (Printed)

\_\_\_\_\_

Name (Printed)

\_\_\_\_\_

Date

\_\_\_\_\_

Date