

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is made between:

WebHand Central Inc.	[Client]
(the "WebHand Central")	(the "Customer")

WebHand Central and Customer agree that the following terms and conditions will apply to the consulting services provided by WebHand Central under this Agreement and Schedules attached hereto.

1. Definitions

- (a) **"Background IPR"** means any Intellectual Property Rights of a party conceived, created, developed, or reduced to practice prior to, or independently of, any Deliverables provided under this Agreement.
- (b) **"Confidential Information"** means any business, marketing, technical, scientific or other information disclosed by either party which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential.
- (c) **"Deliverables"** means the goods and/or services specified in a Work Order which are provided by WebHand Central to Customer under this Agreement.
- (d) **"Foreground IPR"** means any Intellectual Property Rights conceived, created, developed or reduced to practice by WebHand Central in the course of providing the Deliverables under this Agreement.
- (e) **"Intellectual Property Rights (IPR)"** means all rights in any invention, discovery, improvement, utility model, copyright, industrial design or mask work right, and all rights of whatsoever nature in computer software and data, Confidential Information, trade secrets or know-how, and all intangible rights or privileges of a nature similar to any of the foregoing, in every case in any part of the world and whether or not registered, and shall include all rights in any applications and granted registrations for any of the foregoing.
- (f) **"Subcontractor"** shall mean a third party that has entered into a written agreement with WebHand Central to assist in providing services to the Customer.
- (g) **"Work Order"** means a schedule to this Agreement, duly signed by each party, describing the specific activity, milestones, delivery dates, acceptance criteria, payment terms and any other

information related to the Deliverable(s) to be provided by WebHand Central to Customer.

2. Scope of Work

- (a) WebHand Central shall engage personnel and/or Subcontractors to provide the Deliverables to Customer as described in a Work Order. Such Deliverables shall be performed in accordance with the specifications in a Work Order. A Work Order may be modified from time to time by an instrument in writing signed by each party's duly authorized representatives.
- (b) Customer shall make available to WebHand Central any equipment, material, information, data and facilities as WebHand Central may reasonably require to carry out its obligations and shall provide WebHand Central with timely access to appropriate members of the Customer's staff as may be reasonably required by WebHand Central for the provision of the Deliverables. Customer shall be responsible for the timely performance of its obligations under this Agreement with respect to the requirements of WebHand Central in accordance with a Work Order. Customer acknowledges that any delay on its part in the performance of its obligations may affect WebHand Central's provision of the Deliverables.
- (c) If WebHand Central is required to access the Customer's facilities, the Customer shall provide WebHand Central with such access during its normal business hours or at such other times as may be reasonably requested by WebHand Central to facilitate the timely performance of the Deliverables. The Customer shall also provide WebHand Central's personnel with working space and office support (such as telephone access and photocopying) while such personnel are at the Customer's facilities.
- (d) The Customer acknowledges and agrees that WebHand Central may retain the services of Subcontractors from time to time to perform, or to assist WebHand Central in providing the Deliverables. WebHand Central personnel and Subcontractors shall remain under the direction and control of WebHand Central.

- (e) Each party shall designate a project contact to be the primary point of contact for matters relating to a Work Order.

3. Fees and Payment

- (a) The fees for the Deliverables, on a time and materials basis, are set forth in each Work Order. Unless otherwise stated, all fees exclude applicable federal, state, provincial, use, value-added and local taxes (excluding taxes based upon WebHand Central's net income). The Customer shall pay to WebHand Central the amount of any such tax.
- (b) Customer shall reimburse WebHand Central for all reasonable travel and lodging expenses incurred and paid by WebHand Central and Subcontractors up to the travel expense estimate specified in any Work Order. The Customer shall reimburse WebHand Central for all reasonable travel and lodging expenses incurred and paid by WebHand Central and Subcontractors in excess of such travel expense estimate provided the Customer has authorized such expenses in writing and in advance.
- (c) All amounts payable under this Agreement shall be paid by the Customer to WebHand Central within thirty (30) days of the date of invoice. Unpaid invoices more than thirty (30) days overdue may be subject to an interest charge of one percent (1%) per month or the maximum rate legally permitted, whichever is less.

4. Warranty

- (a) WebHand Central represents to the Customer that the services performed pursuant to this Agreement shall be performed in a professional manner in keeping with reasonable industry practice.
- (b) **EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, BOTH PARTIES DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.**

5. Intellectual Property

- (a) The Deliverables provided by WebHand Central pursuant to this Agreement are not works for hire.

- (b) The Background IPR of a party shall remain the exclusive property of such party and shall be deemed to be the Confidential Information of such party.
- (c) All right, title and interest in, to and under the Foreground IPR embodied in the Deliverables shall vest in and be owned by WebHand Central and is deemed to be the Confidential Information of WebHand Central.
- (d) In respect to the Foreground IPR and any Background IPR of WebHand Central incorporated in a Deliverable, the Customer is hereby granted a non-exclusive, non-transferable, royalty-free, worldwide, perpetual license to make, have made, use, copy and disclose such Foreground IPR and Background IPR, but solely to the extent necessary to use and exploit the Deliverable as contemplated in the applicable Work Order and only so long as such Foreground IPR and Background IPR is embedded in the Deliverable and not separated therefrom. Any third party which receives such Foreground IPR and Background IPR shall be advised by the Customer in writing at the time of or before such disclosure, that proprietary confidential information is being communicated and that such information is to be kept confidential and not used except as permitted, and provided further, such third party undertake, in writing, prior to any such disclosure, to respect such obligations of confidence.
- (e) In respect to any Background IPR of the Customer disclosed to WebHand Central, WebHand Central is hereby granted a non-exclusive, non-transferable, royalty-free, worldwide license for the term of this Agreement to make, use and copy such Background IPR, but solely to the extent necessary to provide the Deliverables to the Customer pursuant to this Agreement.
- (f) Except as explicitly provided herein, no other license is granted under any Intellectual Property Right.
- (g) Nothing in this Agreement shall prevent WebHand Central from providing to a third party the same or similar Deliverables as those provided to the Customer pursuant to this Agreement. The foregoing is subject to WebHand Central not breaching any of Customer's proprietary rights.
- (h) WebHand Central shall defend Customer from any claims by third parties that a Deliverable provided under this Agreement infringes upon or misappropriates a Canadian, United States or European patent, trademark, copyright, trade secret or other proprietary right (a "Claim"), and will pay any damages, settlements, costs, and expenses, including without limitation court costs and reasonable attorney's fees, finally awarded against

Customer by a court or arbitrator in any proceeding related to such Claim, provided, however, that the Customer (i) gives to WebHand Central prompt written notice of each Claim threatened or received by the Customer, (ii) gives to WebHand Central the sole right to control and direct the investigation, defense and settlement of such Claim, and (iii) has not compromised or settled the Claim.

- (i) If (i) WebHand Central becomes aware of an actual or potential Claim, or (ii) Customer provides WebHand Central with notice of an actual or potential Claim, WebHand Central may (or in the case of an injunction against Customer, shall), at WebHand Central's sole option and expense:
 - (i) procure for the Customer the right to continue to use the Deliverable; or
 - (ii) modify or replace the Deliverable with a functionally equivalent or superior Deliverable so that Customer's use is non-infringing.
- (j) WebHand Central shall have no liability, and shall be indemnified and held harmless by the Customer against any Claim in respect of any Deliverable if:
 - (i) such Deliverable is used by the Customer outside the scope or the license granted in this Agreement or in a manner or for a purpose other than that for which it was supplied;
 - (ii) such Deliverable is modified by the Customer without the written consent of WebHand Central; or
 - (iii) such Deliverable is used by the Customer in combination with other items not provided by WebHand Central and the infringement arises from such combination or the use thereof.
- (k) **THE PROVISIONS OF SECTION 5(h) STATE THE SOLE AND EXCLUSIVE LIABILITY OF WEBHAND CENTRAL, AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF THE NATURE DESCRIBED HEREIN.**

6. Limitation of Liability

- (a) **LIMITATION OF LIABILITY. IN NO EVENT SHALL WEBHAND CENTRAL OR CUSTOMER (INCLUDING SUCH PARTY'S AFFILIATES, SUBCONTRACTORS, AGENTS, SUPPLIERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE OR**

CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL WEBHAND CENTRAL'S TOTAL CUMULATIVE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO WEBHAND CENTRAL HEREIN.

- (b) **NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) DAMAGES ARISING FROM A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (III) CLAIMS FOR INJURY TO INDIVIDUALS OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE NEGLIGENCE OF SUCH PARTY OR ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS.**

7. Confidentiality

- (a) Each party shall retain the Confidential Information of the other party in confidence and shall use and disclose it solely for the purpose of, and in accordance with, this Agreement. Each party shall only disclose Confidential Information of the other party to those of its employees and Subcontractors with a need to know such Confidential Information. Each party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use or disclosure of the other party's Confidential Information.

Neither party shall be bound by any obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information of the other party, or any part thereof, which:

- (i) was known to the receiving party prior to disclosure;
- (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement;

- (iii) was disclosed to the receiving party by a third party, provided that such third party is not in breach of any confidentiality obligation in respect of such information; or
 - (iv) is independently developed by the receiving party.
- (b) If the receiving party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the disclosing party, the receiving party shall use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior notice to the disclosing party to allow the disclosing party to seek protective or other court orders.
 - (c) Upon request from the disclosing party, the receiving party shall immediately return to the disclosing party all Confidential Information and copies thereof, or if directed by the disclosing party, shall immediately destroy such Confidential Information and all copies thereof, and shall furnish proof of their destruction to the disclosing party.

8. Term and Termination

- (a) This Agreement shall commence on the Effective Date and shall continue in effect unless: (i) terminated or completed as set out herein, or (ii) the parties mutually agree to terminate this Agreement.
- (b) In the event either party (the "defaulting party") is in a material breach of, or fails to perform a material obligation under, this Agreement or a Work Order, the other party may, by notice, require the breach to be cured or the obligation to be performed. If, within thirty (30) days of the receipt of such notice, the defaulting party fails to undertake a reasonable course of action to cure such breach, or fails to perform such obligation, the non-defaulting party may upon notice, in addition to any other rights or remedies it may have at law or in equity, terminate this Agreement.
- (c) If WebHand Central terminates a Work Order due to Customer's material breach, WebHand Central shall not be obligated to do further work under such Work Order. The Customer shall pay to WebHand Central the full fee for any completed Deliverables and a pro-rata fee for any uncompleted Deliverables in addition to any other costs for which WebHand Central has the right to reimbursement. WebHand Central shall provide any completed and/or uncompleted Deliverables to Customer pursuant to the license grant in Section 5(d) of this Agreement.
- (d) If Customer terminates a Work Order due to WebHand Central's material breach, WebHand

Central shall not be obligated to do further work under such Work Order. The Customer shall pay to WebHand Central the full fee for any completed Deliverables in addition to any other costs for which WebHand Central has the right to reimbursement. The parties shall negotiate the fees due, if any, for any uncompleted Deliverables. WebHand Central shall provide any completed and/or uncompleted Deliverables to Customer pursuant to the license grant in Section 5(d) of this Agreement.

- (e) Neither party is entitled to terminate a Work Order without cause.
- (f) Termination of this Agreement or a Work Order shall not entitle the Customer to withhold payment of any amount due or accruing to WebHand Central prior to the date of such termination, or to reimbursement of any amount previously paid to WebHand Central.
- (g) Sections 1, 4, 5, 6, 7 and 9 shall survive termination of this Agreement. All payment obligations shall survive any termination of this Agreement.

9. General

- (a) **Restrictions.** The Deliverables may be subject to export and import restrictions. Customer shall comply with any laws which may impact Customer's right to export, import or use the Deliverables (including, without limitation, United States and Canadian export laws). Customer shall not use the Deliverables for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Customer shall be responsible for procuring all required permissions for any subsequent export, import or use of the Deliverables.
- (b) **Safety.** Customer shall take all steps reasonably necessary to ensure the health and safety of the employees and Subcontractors of WebHand Central when such personnel are performing services at Customer sites and Customer shall advise such personnel of the rules and regulations governing their conduct at Customer sites.
- (c) **No Partnership.** Nothing contained in this Agreement shall be deemed to constitute either party as the partner, agent or legal representative of the other party or to create any joint venture or fiduciary relationship for any purpose whatsoever. Except as otherwise specifically provided in this Agreement, nothing in this Agreement shall confer on either party any authority to act for, bind, or create or assume any obligation or responsibility on behalf of the other party.

- (d) **Notice.** Any notice to be given hereunder shall be given to the party's project contact in writing by prepaid receipted mail, facsimile, or overnight courier, and shall be effective as follows (i) in the case of facsimile or courier, on the next business day, and (ii) in the case of receipted mail, five (5) business days following the date of deposit in the mail.
- (e) **Force Majeure.** Neither party shall be deemed in default hereunder or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of this Agreement due to any causes beyond its reasonable control, which causes include but are not limited to acts of God or the public enemy; riots and insurrections, war, accidents, fire, strikes and other labor difficulties (whether or not the party is in a position to concede to such demands), embargoes, judicial action, lack of or inability to obtain export permits or approvals, necessary labor, materials, energy, utilities, components or machinery, acts of civil or military authorities.
- (f) **Waiver.** The failure of a party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.
- (g) **Assignment.** Neither the Customer nor WebHand Central shall assign this Agreement, any interest herein or any rights hereunder without the prior written consent of the other party, except that

WebHand Central may assign this Agreement to any party which acquires all or substantially all of its related business by merger, sale of assets, or otherwise.

- (h) **Severability.** In the event that any provision of this Agreement is found to be invalid, void or unenforceable, the parties agree that unless such provision materially affects the intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect the validity of this Agreement nor the remaining provisions herein.
- (i) **Governing Law.** This Agreement shall be governed by the laws of the Province of Ontario, Canada, without regard to its conflict of law principles. The jurisdiction for any legal action shall be a court in Ontario, Canada.
- (k) **Entire Agreement.** This Agreement and the Work Orders made pursuant hereto constitute the entire agreement between the parties on the subject matter hereof and supersede all prior agreements, communications and understandings of any nature whatsoever, oral or written. This Agreement may not be modified or waived orally and may be modified only in a writing signed by a duly authorized representative of both parties. All terms and conditions on a purchase order document shall be of no contractual effect between the parties.