

CONSULTING AGREEMENT

CONSULTING AGREEMENT BETWEEN the Dealership as outlined in the attached Contact Form and the Consultant: C&I Solutions, Inc. 239-162 Guelph St. Halton Hills, ON L7G 5X7 Email: hayley@catchclaims.com. The "Effective Date" is the date the initial payment is received by the Consultant.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and Agreements of the parties contained herein, it is agreed as follows:

ARTICLE ONE – TERMS OF SERVICE

1.1 Terms and Conditions: Tax is applicable. Services are to be performed by remote access. Additional details of services rendered are outlined in the attached Online Order and subsequent invoice. The Dealership agrees that by paying a deposit it is bound to pay the balance owing for the services agreed upon.

1.2 Consultant Remuneration: The Dealership agrees to pay the Consultant the rate as outlined in the attached order and invoice which is based on seven billable hours per day from the agreed start time with a lunch break of one hour (lunch is not billed). Travel costs are to be billed separately by mutual consent via email. Tax is applicable.

1.3 Retainer: The Dealership hereby agrees to retain the Consultant to provide the Dealership with consulting services consisting of advising on sales, promotional rebates, service, operational and other recoveries from Ford and advise on the claim procedure with respect to the documentation required by Ford of Canada in the deal jackets for marketing incentives of new retail vehicle sales for same. In exchange for her services, the Dealership shall compensate the Consultant pursuant to the provisions in this Agreement. The Consultant shall and will faithfully serve and use the Consultant's best efforts to advise the Dealership on the accuracy of documentation within deal jackets as the Consultant is able to determine in the context of the Dealership's records, provided, and notwithstanding the foregoing, the Consultant shall not be liable to the Dealership for any loss, damages, loss of chance or any other liability assumed by the Dealership or otherwise assumed by Ford of Canada on account of the Dealership failing to receive any recovery or prevent any charge back of incentives or any other penalties Ford of Canada may administer as a result of investigation on their part for any reason, including the failure of the Consultant to prevent the same. 'The Contest and Incentives Standards Program Reference Guide' is the ultimate guide for all matters pertaining to the services provided by C&I Solutions Inc. as is the Dealer Sales and Service Agreement. The Dealership is advised to review the said guides in order to ensure strict compliance with its requirements at all times. Ultimately, the responsibility for compliance with all rules and restrictions set out by Ford of Canada, any applicable legislation and claiming rests explicitly with the

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Dealership. Claims found are potentially eligible and may require further verification or paperwork to comply with eligibility requirements. The Dealership is in agreement with and will comply with the Terms of Service and all other provisions of this Agreement.

1.5 Fees Schedule:

Overtime in excess of seven billable hours per day: \$250/hour

Rescheduled final meetings: \$250/hour

This rate is agreed to automatically increase by three percent per annum on the anniversary of the signing date of the latter party of the Agreement. It is hereby acknowledged and agreed that without expressed written notice to the contrary, further work of the same nature would continue under the same terms.

1.6 Cancellation Policy:

Non-refundable booking fee (per flat rate services booking, included in rate): \$750

Cancellation with one-week notice: Full refund excluding non-refundable booking fee of \$750

Cancellation with less than one-week notice: Full-service fee is due

Rescheduling: Original service fee will apply which includes a non-refundable \$750 booking fee.

This Agreement can be terminated by the Consultant by giving the Dealership 30 days of advance written notice.

1.7 Payments Schedule:

Payments due date: 60 days from Invoice Date

Grace period: Day 1-59 from Invoice Date

Retroactive interest activation date: Overdue invoices in excess of 60 days from invoice date will incur retroactive interest if unpaid. Interest shall accrue on the balance outstanding at the rate of 18% per annum calculated daily from the payment due date up to and including the date of payment. Any interest accrued shall be added to the account.

If the Dealership fails to dispute the invoice or any other charge therein contained within 15 business days following the invoice date, the invoice shall be deemed to have been accepted by the Dealership as accurate in all respects.

1.8 Notifications: Important notices to the Dealership (including invoices and lists of potential claims to be made) are to be made to the personnel listed on the Contact Form attached herein.

1.9 Jurisdiction: The interpretation of this Agreement is governed by the laws of Ontario. The parties hereby acknowledge and agree that any dispute resolution, mediation, arbitration or application before the courts shall be done in Ontario and in accordance with the laws of Ontario and Canada.

ARTICLE TWO – PRIVACY AND SECURITY

2.1 Protection of Personal Information and Consents to Use of Personal Information: The Consultant acknowledges that through the Consultant's engagement with the Dealership the Consultant will become aware of personal information (as such term is defined in the *Personal Information Protection and Electronic Documents Act, 2000, c. 5*) which is collected, used or disclosed by the Dealership or transferred to the Dealership for processing purposes. The Dealership hereby consents to the collection, use and disclosure of the information about the Dealership, its officers, directors, employees, customers, and other individuals about whom the Dealership holds information as may be required in order to facilitate the purposes of this Agreement.

2.2 Confidential Information: For the purposes of this Agreement, "Confidential Information" shall include all information relating to a party or its business which is provided to the other party or which the other party learns about as a result of the negotiation or performance of this Agreement, including, without limitation, all information relating to customers, suppliers, personnel, strategy, finances, marketing, plans, designs, developments, operations, results, pricing and performance.

2.3 Confidentiality: Except for the specific rights granted by this Agreement, each party agrees:

- (a) to keep the Confidential Information of the other party strictly confidential and to use no less than a reasonable degree of care and skill;
- (b) not to disclose the Confidential Information of the other party to any person, other than its officers, directors, employees and agents who reasonably need to know such Confidential Information in order for the party to perform its obligations pursuant to this Agreement, provided that in each case such person is bound by obligations of confidentiality, at least as stringent as those contained in this Agreement and without in any way restricting the generality of the foregoing, the Dealership agrees and undertakes not to disclose to anyone, including but not limited to any other Dealerships or similar parties, the Confidential Information of the Consultant which includes the means by which the Consultant is able to lawfully effect recoveries, or any other service as enumerated in Section 1.3;
- (c) the obligations of non-disclosure and non-use contained in this section shall survive the termination of this Agreement and shall continue in full force and effect for a period of five years following the expiration or termination of this Agreement for any reason; and
- (d) the Dealership acknowledges and agrees that this provision, including the definition of Confidential Information to include the means by which the Consultant is able to lawfully effect recoveries and the restriction on the Dealership's right to share same with other Dealerships, is vital to the maintenance of the value of the Consultant's business and livelihood and the income

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that the Consultant derives therefrom and that a breach by the Dealership of this provision will cause irreparable harm to the Consultant;

- (e) the Consultant shall be entitled to retain copies of any Confidential Information which is reasonably necessary for the Consultant to fulfill the Consultant's obligations under this contract.

2.4 Canada's Anti-Spam Legislation (CASL): The Dealership hereby agrees to receive periodic correspondence, be it electronically or otherwise, from time to time as needed, containing information about news, updates, services, sales or promotions offered by the Consultant. The Dealership may withdraw its consent at any time.

By clicking this 'I agree' box, you understand you are binding the Dealership and have the authority to do so.