



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this _____ day of _____,

BETWEEN:

CLIENT

Company Name, Address, City, State/Prov, Country, PC/ZIP
(the "Client")

CONSULTANT

FDEO Consultants, 201 Street, Langley, BC, Canada, V2Y-3G2
(the "Consultant")

1. BACKGROUND

1. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client.
2. The Consultant is agreeable to providing such consulting services to the Client 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, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. SERVICES PROVIDED

1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services"):
 - o Services & Scope of Work (SOW) include:
 1. Annual Sales & Marketing Plan & Budget Development

2. Recruitment - TopGrading
3. Sales & Marketing Plan Resource Engagement & Execution
4. Staff Training as Required
5. Report Development
6. "Scaling Up" Program Deployment
7. Process Documentation;

Service Details

- **Annual Sales & Marketing Plan & Budget Development:**

An annual Sales and Marketing Plan and Budget will be developed showing a breakdown of each tactic/campaign including schedule, prime (internal or external) cost, measurement and reporting methodology.

Once completed, the Sales and Marketing Plan and Budget can be used as an annual planning template that feeds into the company's budgeting process.

A North American Plan will be developed first, followed by a Rest of the World (ROW) plan.

Time estimate for the North American plan is 40 hrs with a target delivery period for the first draft of 10 business days.

Time estimate for the ROW plan is 80 hrs with a target delivery period for the first draft of 20 business days.;

- **Recruitment:**

Based on the final approved Sales and Marketing Plans and Budgets a recruitment plan and budget will be prepared for the required additional Human Resources, if any.

Using a variation on the TopGrading methodology

(<https://www.topgrading.com>), candidates will be selected and presented for final approval.

Recommendations on compensation plans and incentive programs will be crafted and presented to the Client.

Final offer packages will be prepared by the client's Human Resources representative and final offers presented to the selected candidates by the Client's designated management representative.

This is a highly fluid process with too many variables to define an accurate time estimate for completion, however, the initial estimate would be:

Recruiting Plan & Budget: 8hrs over 5 business days

CV review and interviewing: 60 hrs over 20 business days;

- **Sales & Marketing Plan Resource Engagement & Execution:**

Once the plan and budget are approved, the identified internal resources would be briefed on their roles, measurement methods, and expectations, provided any defined training and fully engaged in the plan.

External resources would be formally engaged. These may include Web Design, Copy Writing, SEO, Social Media content providers, associated Trade Show resources, etc.

The time allotment for this effort is estimated at 80 hours over 30 business days.;

- **Staff Training as Required:**

Formal training decks and copy will be developed to ensure ongoing consistency in the following areas:

Sales methodology - inside and outside as applicable

CRM

Product Knowledge

Goal setting - ScalingUp

Customer Care/Account Management

Company orientation, processes and culture

Simple video recordings of these presentations will be made to ensure consistent and convenient delivery for all new employees. It is recommended that these recordings be re-done annually.

External resources may be engaged for some of these areas, depending on the approved budget.

Total estimated time allotment for this program is 200 hrs over 80 business days.;

- **Report Development:**

Given the travel requirements of the Client's Principal as well as the demands of other business ventures in his portfolio, clear, concise and regular reports on the health of the business and the progress on objectives is imperative.

Weekly monthly and quarterly reports will be developed in conjunction with Finance, HR, Sales, Marketing, Operations and R&D.

The weekly and monthly reports will be e-mailed, and the quarterly reports presented in-person or via scheduled live Skype by each department leader with Q&A at the end of each session.

The time allotment for the development of the reporting formats is 40 hours over 20 business days.;

- **"Scaling Up" Program Deployment:**

In order to establish a firm foundation for ongoing growth, the ScalingUp program (<https://scalingup.com>) will initially be implemented by the Consultant through weekly 2 hr interactive sessions. Once the program elements are in place and consistently executed for six months, an assessment will be made on engaging further external training and resources, based on the need for accelerated implementation and growth.

The time allotment for presentation and materials preparation is 60 hours over 40 business days.



The time allotment for training presentation of the full program is 80 hours over a 125 business day period.; and

- **Process Documentation:**

Many of the processes and tactics proposed will require clear documentation in order to ensure on-going and consistent high-quality execution.

Given the Scope of Work proposed, the estimated time budget for this work is 160 hours.

2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

3. TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

5. PERFORMANCE

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

6. CURRENCY

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

7. COMPENSATION

7. The Consultant will charge the Client for the Services at the rate of \$XXX.00 per hour (the "Compensation").



8. A retainer of 20 hours (the "Retainer") is payable by the Client upon execution of this Agreement.

Thereafter, a retainer of XX hours per week is agreed to.

9. For the remaining amount, the Client will be invoiced weekly in advance.
10. Invoices submitted by the Consultant to the Client are due within 15 days of receipt.
11. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

12. REIMBURSEMENT OF EXPENSES

12. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
13. All expenses must be pre-approved by the Client.

14. PENALTIES FOR LATE PAYMENT

14. Any late payments will trigger a fee of 1.50% per month on the amount still owing.

15. CONFIDENTIALITY

15. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
17. All written and oral information and material disclosed or provided by the Client to the 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 the Consultant.

18. OWNERSHIP OF INTELLECTUAL PROPERTY

18. 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 the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
19. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

20. RETURN OF PROPERTY

20. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

21. CAPACITY/INDEPENDENT CONTRACTOR

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

22. NOTICE

22. 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 at the following addresses:

1. Company Name
Address, City, State/Prov, Country, PC/ZIP
2. F. David E. Orton
73251, 201 Street, Langley, BC, Canada, V2Y-3G2



or to such other address as either Party may from time to time notify the other.

2. INDEMNIFICATION

23. 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 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 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.

24. MODIFICATION OF AGREEMENT

24. 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 signed by each Party or an authorized representative of each Party.

25. TIME OF THE ESSENCE

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

26. ASSIGNMENT

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

27. ENTIRE AGREEMENT

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

28. ENUREMENT

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.



29. TITLES/HEADINGS

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

30. GENDER

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

31. GOVERNING LAW

31. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

32. SEVERABILITY

32. In the event that 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.

33. WAIVER

33. 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 affixed their signatures under hand and seal on this _____ day of _____, _____.

CLIENT

WITNESS

FDEO Consulting

WITNESS: