

SERVICE AGREEMENT

BETWEEN

STORM MARKETING AGENCY INC., a corporation duly incorporated under the Business Corporations Act (Quebec) RLRQ, c. S-31.1) having its principal place of business at 6-4275 André-Laurendeau, in the city of Montreal, in the province of Quebec, H1Y 3R6, represented by Jean-Philippe Faucher, its president, duly authorized for the purposes hereof as he so declares;

HEREINAFTER THE "CLIENT";

AND

(*name of individual*), domiciled and residing at (*civic number and street name*), in the city of (*name of the city*), in the province of (*name of province*), (*postal code*);

HEREINAFTER THE "SERVICE PROVIDER";

HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

PREAMBULE

WHEREAS the Client wishes to retain the services of the Service Provider in the course of his commercial activities, hereinafter referred to as "Promoting Agent for event marketing".

IN CONSIDERATION OF THE AGREEMENTS AND TERMS SET FORTH BELOW AND FOR GOOD, VALUABLE AND SUFFICIENT CONSIDERATION ACKNOWLEDGED BY THE PARTIES TO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

Article 1 - Service Provided/Delivery

The tasks (hereinafter referred to as "the Services") that will be performed by the Service Provider are listed below and any related task that is not listed could be requested by the Client.

Tasks and Responsibilities of Promoting Agent

- Travel to the promotion locations
- Assembly and disassembly of booth
- Proceed to sampling
- Share your enthusiasm and promote the brand and the characteristics of the products
- Capture people's attention and invite them to taste the products
- Ensure a professional and courteous contact
- Manage the sample inventory and complete reporting
- Other tasks related to the work of a Promoting Agent

Schedule and Place of Work

The dates and hours that will be carried out by the Service Provider will be confirmed by email five (5) days prior to the beginning of the service provision.

Article 2 - Consideration and Terms of Payment

In consideration of the Services provided, the Client agrees to pay the Service Provider the following amounts:

Subject to the performance of the contract and the respect of the responsibilities and tasks mentioned in article 1, the Client undertakes to pay remuneration of 18\$ per hour to the subcontractor for the performance of the tasks as well as an amount of 0.20\$ per kilometer completed with his personal vehicle.

All payments will be due after the completion of the service. The Service Provider must issue a valid invoice to the Client. The Client undertakes to proceed to the payment of the services within 10 working days of receiving the invoice.

Article 3 - Duration of the Contract

The present contract shall come into effect upon its signature and has a fixed term from June 17th to September 13th 2019 or upon termination of the present contract at the request of either party or for one of the causes therein.

Article 4 - Representations and Warranties

4.1 The Service Provider represents and warrants to the Client that:

- a) he has the capacity and the status to exercise all the rights required for the conclusion and the performance of the present contract;
- b) he will make every reasonable effort to provide the Services adequately and to the best of his abilities;
- c) he will not act against the law, nor inappropriately;
- d) he undertakes to inform the Client as soon as possible in case of withdrawal or impossibility to proceed with the service provision already scheduled.

4.2 The Client represents and warrants to the Service Provider that:

- a) he has the capacity and the status to exercise all the rights required for the conclusion and the performance of the present contract;
- b) he has not entered into any agreement which is contrary or irreconcilable with any of the provisions of the present contract.

Article 5 - Termination

In the event of default or omission by either party to respect any of the obligations under the present contract, the other party may terminate the present contract by notice in writing. The notice may be sent by email.

Article 6 - Superior Force

Neither party may be considered in default under the present contract if the performance of his obligations, in whole or in part, is delayed or prevented as a result of superior force. Superior force is an external, unforeseeable and irresistible event that renders the performance of an obligation absolutely impossible.

Article 7 - Confidentiality and Non-Disclosure

7.1 The Parties agree not to divulge to a third party nor use, except in the performance of the present contract:

Any confidential information including, but without limiting the generality of the following, the confidential information contained in any document transmitted to the Service Provider concerning the Client and his clients;

Any confidential information that is transmitted to the Service Provider by the Client.

7.2 The obligation described in the previous article does not apply to information already publicly divulged, already known by the party receiving the confidential information or that is not considered confidential information by the disclosing party.

Article 8 - Independence of the Parties

8.1 The Parties agree that the Service Provider is not an employee of the Client.

8.2 The Parties also agree that the Contract is exclusively for a service and does not create a partnership or a joint venture between them.

8.3 The Parties also agree that neither party is authorized under this Contract to act as an agent, employee or representative of the other party.

8.4 The Service Provider also agrees that he is responsible to declare his revenues to the government at the end of the year.

Article 9 - Intellectual Property

All content created by the Service Provider under the present contract belongs to the Client. The Service Provider transfers and renounces his rights, including his moral rights, regarding all content, creation or work done.

All rights not expressly attributed to the Service Provider under the Contract are retained by the Client.

Article 10 - Non-Exclusivity of the Services

The Service Provider acknowledges that the Client enters into service contracts such as this present one with many other subcontractors in the course of his commercial activities.

The Client acknowledges and agrees that the services provided by the Service Provider under this present contract are provided non-exclusively and no provision of the present contract may be interpreted as limiting the capacity of the Service Provider to provide his promoting agent services to a third party during the term of the present contract, subject to the full compliance of the obligations as defined in the present contract.

Article 11 - Modification

11.1 The present contract represents the entire agreement between the Parties.

11.2 The Contract may be modified at any time by mutual agreement between the Parties. Any modification must however be recorded in writing and signed by each of the Parties.

Article 12 - Independence of the Clauses

The illegality or nullity of an article, paragraph or provision (or part of an article, paragraph or provision) shall not affect in any way the legality of the other articles, paragraphs or provisions of the present contract.

Article 13 - Mediation, Applicable Law and Competent Jurisdiction

13.1 The Parties undertake to attempt to settle any dispute or source of litigation arising from the Contract through mediation for a minimum of one (1) session.

13.2 The Contract is solely and exclusively subject to the laws of the province of Quebec and the courts of the district of Montreal have jurisdiction, to the exclusion of any other jurisdiction.

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Signature

IN WITNESS WHEREOF, the Parties have signed the present Agreement at the place and date indicated hereunder.

Place

Date

STORM MARKETING AGENCY INC., represented by Jean-Philippe Faucher

Service Provider, represented by *(first name) (last name)*