

Installer Consulting Agreement

Project Name _____

Project Location: _____

This agreement being made by (Client name): _____

located at (Client address): _____

Email: _____ Project Location: _____

referenced as "Client"

and Elemex®, Inc. located at 530 Admiral Drive, London, Ontario N5V 0B2. E-mail: _____ ("Elemex").

Scope of Services

The Client hereby agrees to retain Elemex for the purpose of among other things, to educate and assist the Client with regards to the installation of the Elemex panel systems being used by the Client (the "Services").

Compensation and Expenses

The Client agrees to pay Elemex for the Services during the Term of this Agreement the amount of \$1,100.00 USD/day plus any applicable taxes, unless otherwise agreed. The Client further agrees to reimburse Elemex for direct expenses incurred by Elemex including airfare, lodging, car rental, fuel, meals, phone, office supplies and misc. expenses (the "Expenses").

Invoices and Payments

- (a) with respect to the Services to be provided by Elemex, Elemex will invoice the Client upon completion of the Services and the Client agrees to pay the invoice within 25 days of the date of receiving such invoice.
- (b) With respect to the Expenses, the Client agrees to pay for the Expenses within twenty five (25) days of receiving the invoice. Upon request Elemex agrees to provide the Client with receipts evidencing the expenses incurred by it.

In the event the Client fails to make a payment due Elemex for the Services or the Expenses within 45 days of invoicing, then Elemex shall be entitled to a 1.25% finance charge as initial late fee and an additional 1.25% finance charge for each additional 30 days the payment is past due.

Term

The term of this Agreement shall commence upon the day the individual providing the Services to the Client through Elemex arrives at the location of the Client's business or the Client's project location and shall continue until the day in which both parties reasonably determine that Elemex is no longer required.

Notwithstanding the foregoing, the Client and Elemex may extend the Term in writing in the event they determine such extension is necessary.

Termination

Notwithstanding any other provisions in this Agreement, this Agreement may be terminated as follows:

- (a) forthwith upon the Client giving written notice to Elemex;
- (b) any violation by the Client of a material provision of this Agreement it is unable to rectify and Elemex is unwilling to waive; and
- (c) upon the bankruptcy of the Client

Upon termination, the Client agrees to pay Elemex all monies due and owing to it up to and including the termination date.

Capacity

It is acknowledged by the parties hereto that Elemex is being retained by the Client in the capacity of independent contractor and not as an employee of the Client and Elemex shall not be deemed to be an employee of the Client for any purpose.

Indemnity

The Client hereby agrees to indemnify and save harmless Elemex and its affiliates, and their respective officers, directors, employees, agents and shareholders, from any and all claims, losses, damages or expenses, which may arise out of and in the course of the performance of Elemex's Services hereunder except for any claims losses, damages or expenses caused by the willful misconduct, or gross negligence of Elemex.

General

- a) Provisions. All notices, requests, demands or other communications (collectively, "Notices") by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or by registered mail. Postage prepaid or email: at the address set forth above.
- b) Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and as such counterparts together shall be deemed to be an original, and such counterparts together shall be but one and the same instrument.
- c) Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to all of the matters herein.
- d) Enurement. This Agreement shall enure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators or successors as the case may be.
- e) Assignment. This Agreement is personal to the Client and Elemex and may not be assigned by either party.
- f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada.
- g) Severability. If any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of the Agreement.
- h) Transmission by Facsimile/Email. The parties hereto agree that this Agreement may be transmitted by facsimile or email.

Dated and signed on the _____ day of _____ 20____.

Client Name: _____

Elemex Rep: _____

Title: _____

Title: _____