CONTRACT FOR SERVICES

SharePoint Consulting Support CONTRACT

This Agreement made on this 21st day of May, 2014

BETWEEN:

Her Majesty the Queen in right of Canada as Represented by the Chief of the Defence Staff in his non-public property capacity through the Canadian Forces Morale & Welfare Services **(hereinafter called the"CFMWS")**, having its principal place of business at 4210 Labelle Street, Ottawa, Ontario K1A 0K2.

-and-

EPC Group. (hereinafter called "EPC") having its principal place of business at 5090 Richmond Avenue, Suite 336, Houston, Texas, 77056 (hereinafter called the **"Contractor"**)

ADDITIONAL INFORMATION

Errin O'Connor, Founder & CEO

[CONTACT NUMBER REDACTED]

[CONTACT EMAIL REDACTED]

WHEREAS CFMWS is desirous of securing certain services for **SharePoint Consulting Support** and the Contractor warrants that they are capable and proficient in providing those services.

THE PARTIES AGREE THAT, in consideration of and subject to the terms, conditions and covenants of this Agreement:

Provision of Services

1. The Contractor undertakes to provide services for **SharePoint Consulting Support**, more specifically defined in the Statement of Work, attached herein as **ANNEX A.**

2. The Contractor agrees and understands that the nature of the services to be performed may be revised or amended from time to time as agreed upon in writing by the CFMWS and the Contractor.

Contractor's Duties and Obligations

3. The Contractor will provide the specified services to CFMWS in a diligent, efficient, and professional manner.

4. In providing the consulting services for CFMWS, the Contractor understands and agrees to:

   a. comply with all rules and regulations governing the use of both NPP and DND property, facilities and equipment;

   b. comply with all rules, regulations, and signs dealing with access to **4210 Labelle Street, Ottawa, ON** and all facilities included thereon;

   c. comply with all rules and regulations covering any personal injury or disability incurred by himself/herself or others while performing services for CFMWS;

   d. be responsible for providing and maintaining the tools or facilities required to perform the work;

   e. be solely responsible for the payment of any and all taxes and other statutory deductions or payments applicable to the agreed fee;

   f. indemnify and save harmless Her Majesty the Queen in right of Canada, the Minister of National Defense, the Chief of the Defense Staff, the Canadian Forces Morale and Welfare Services, the Staff of the Non-Public Funds, and their officers, servants, agents, and employees, from and against all injury, damages, actions, causes of action, suits, claims and demands of whatever nature that are directly or indirectly related or attributable to the Contractor's performance of the services herein agreed to, including but not limited to any action/claim/demand for any alleged failure to withhold income or other tax and any legal or other professional fees or disbursements incurred in the defense of such action/claim/demand;

   g. provide his/her own insurance in a form and amounts satisfactory to CFMWS, which will cover any personal injury or disability, third party liability and any property damages incurred while performing services for CFMWS , and will provide satisfactory proof of the existence and continuation of such insurance coverage upon request; and

   h. deal with the public in a friendly, courteous and professional manner;

Work Product

5. [CLAUSE TEXT REDACTED]