

These terms and conditions outline the conditions to the services provided by Veronica Ford Consulting, Subsidiary of Aspire Inc. (The Company & its Consultants). They establish the rights, responsibilities, and obligations of both The Company, and the service recipient, (The Client)

1. SERVICE PROVISION

- 1.1. **Service Delivery:** All services under this agreement will be delivered virtually and remotely using appropriate communication and collaboration tools. The client acknowledges that the nature of the services is primarily virtual, and physical presence or on-site work is not expected unless agreed upon.
- 1.2. **Service Duration:** Services will be available for the indicated term, typically ranging from 3-6 months or as determined in an outlined agreement, proposal, or quote for a customized plan. Services will not be continued beyond the term end date or upon delivery of services, unless agreed in writing.
- 1.3. **Unused Sessions/Project Time:** For a la carte services, any unused sessions or project time will not be carried forward beyond the term end date. Utilization is at the client's discretion. For project-based work, completion is based on estimated hours, which may vary. Any adjustments to fee schedules or scope of work will be discussed with the client in advance.
- 1.4. **Payment:** For a la carte services: Payment must be made in full prior to the commencement of services or as agreed upon. For custom services or alternative payment methods, please contact us at billings@aspiretobegreat.com. Services shall be paid as agreed upon. If any invoice remains overdue for a period of 30 days or more, the company reserves the right to suspend services until invoices are paid in full or to terminate this Agreement. In certain circumstances, additional measures may be exercised to facilitate payment owed.
- 1.5. **Project/Admin Requests:** For a la carte services, project and administrative requests must be submitted using the client task assignment form or an agreed upon tracking system. This ensures efficient delivery and assignment, as well proper record-keeping, and tracking of client requests.
- 1.6. **Change Requests:** Any revisions or requests to an agreed Project shall be considered a "Change Request" and will impact the Project's timelines, which will be adjusted at our sole discretion. All requests must be made in writing.

- 1.7. **Rush Requests:** Requests needing a turnaround time of less than 48 hours, or shorter than typical for the requested work, will be accepted or rejected at the Consultant's discretion.
- 1.8. **Price:** The Price is as set out in the Agreement and its underlying component documents. However, the Price is subject to any contingency allowances and any other changes due to change of scope, material specification, timing and/or delay, all of which must be approved in writing by the client before proceeding.
- 1.9. **Satisfaction Guarantee:** We are confident in our ability to meet the deliverables outlined in the agreement and strive to provide high-quality services that exceed your expectations. While we recognize that individual preferences and expectations can vary, we are committed to working closely with you to ensure your needs are met. We assure you that we will dedicate our expertise, resources, and efforts to surpass your expectations. Throughout the service term, we will actively address any concerns or issues that may arise, working in close collaboration with you. Your satisfaction is our top priority, and we remain committed to delivering outstanding results for you. No warranty is provided beyond what is expressly stated in the service description, including no guarantees on subjective satisfaction or specific outcomes.
- 1.10. **Refund & Cancellation Policy:** Cancellations of services are to be made within 48 hours of purchase. After this period, payments will be non-refundable. In the event of a cancellation, a service credit may be applied to your account, which can be used within a period of up to 6 months.
- 1.11. **Use of AI Tools:** To enhance service delivery, the Consultant may use AI tools (e.g., for note-taking, transcription, analysis, or automation) in virtual meetings or deliverables. Tools will be selected for secure data processing (without selling/sharing for marketing) and store content per their policies (typically indefinitely or until deleted). Client-related outputs will be accessible to the Client for up to 7 years per CRA standards, treated as confidential records under Section 3, and used solely for agreed services. Explicit consent is typically sought for recordings; if objected to, alternatives will be arranged with Client support.

- 2.1. **Status of Consultant/Company:** It is expressly agreed, represented and understood that the Parties have entered into an agreement for the Services on an arm's length basis and that Consultant is not an employee, agent or servant of Client. Further, this Agreement shall not be deemed to constitute or create any partnership, joint venture, master-servant, employer-employee, principal-agent or any other relationship apart from an independent contractor relationship.
 - 2.2. **Client Responsibility:** Clients are responsible for providing accurate and timely information necessary for the delivery of services and to ensure their accuracy, as well check the accuracy of the Consultant's work, allow the Consultant to correct any errors, obtain and comply with licenses for third-party materials, and regularly check in with the Consultant. The client will also be asked to keep the consultant's information confidential and use it solely for this Agreement. Failure to do so may result in delays or limitations in the service provided.
 - 2.3. **Non Exclusivity:** You understand that the Consultant's relationship with you is not exclusive. The Consultant may engage with, advise, or assist other organizations and clients, including those similar to or competitive with your business.
3. **GENERAL**
- 3.1. **Confidentiality of Client's Proprietary Information:** The consultant acknowledges that during the course of providing services, they may have access to the client's proprietary information. The consultant agrees to maintain strict confidentiality and not disclose, share, or as applicable use such proprietary information beyond fulfilling the agreed-upon services. This obligation of confidentiality shall continue even after the termination of the engagement.
 - 3.2. **Client Confidentiality Obligations:** The Client shall keep Confidential Information of the Consultant (including proprietary tools, methodologies, strategies, meeting or AI recordings, and service-related materials) strictly confidential and use it solely for purposes of this engagement. The Client shall not use it for any other purpose (including personal benefit, competitive use, or disclosure to third parties) without the Consultant's prior written consent. Upon termination or request, Client shall return or destroy all such information and certify compliance.

- 3.3. **Ownership of Tools, Resources, and Acquired Knowledge:** Ownership of Tools, Resources, Acquired Knowledge, and Intellectual Property: The Parties acknowledge and agree that the consultant owns certain intellectual property and expertise independently developed without the client's Confidential Information prior to this Agreement or outside its scope. The consultant may develop or utilize proprietary tools, resources, or insights during the engagement, which will remain confidential and used exclusively for the agreed-upon services. The consultant may retain and use these tools, resources, and knowledge for professional purposes without violating the client's confidentiality or intellectual property rights. The client's proprietary information will be handled with strict confidentiality and used solely to fulfill the services outlined in this agreement, extending beyond its termination or expiration. For clarity, Consultant IP includes items such as methodologies, analytical methodologies, templates, and resource materials, and shall remain the property of the consultant or its licensors.
- 3.4. **Limitations on Liability:** The liability of the Company and its officers, directors, employees, agents, and affiliates (collectively referred to as "Company") for any claims arising from the services provided shall be limited to the amount paid by the client for the specific service(s) in question. The Company shall not be liable for any indirect, consequential, incidental, punitive, or special damages, including loss of profits, business interruption, or data loss, even if advised of the possibility of such damages. This limitation of liability applies regardless of the cause or theory of liability and survives the termination or expiration.
- 3.5. **Uncontrollable Emergency Conditions:** If for any emergency condition or reason beyond our control, including, but not limited to, strike, labour dispute, accident, act of war, at of God, fire, flood, earthquake, severe weather conditions or other emergency conditions, we are unable to perform our obligations under this Agreement, such non-performance is excused and we may terminate this Agreement without further liability of any nature, upon return to you of all Fees related to the period of non-performance. In no event shall we be liable for indirect or consequential damages of any nature for any reason whatsoever.
- 3.6. **Dispute Resolution:** In the event of a dispute, both parties agree to engage in good faith negotiations to resolve the matter. If a resolution cannot be reached, arbitration or mediation may be pursued as a mutually agreed-upon alternative.

- 3.7. **Severability:** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision and all other provisions will continue in full force and effect.
- 3.8. **Applicable Law:** This agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 3.9. **Confirmation of Review:** By engaging in the services provided, you acknowledge that you have read, understood, and reviewed these terms and conditions, and agree to their provisions. Your engagement in the services constitutes acceptance of these terms.

