

INNOVATION GUELPH RESOURCE CENTRE PROGRAM ACKNOWLEDGEMENT:

CLIENT SERVICES AGREEMENT

The undersigned (the “**Client**”) acknowledges, and agrees to be bound by, the following:

1. **Mandate.** Innovation Guelph Resource Centre (“IG”) is working to build prosperity for community wellbeing in southern Ontario. We help companies start, grow, and thrive by cultivating entrepreneurs, developing powerful partnerships, and supporting innovative initiatives that transform the way we do things in business and in our community. We help entrepreneurs explore and solve business challenges through our hands-on approach to business coaching. We’re committed to helping businesses succeed. We work closely with a Regional Partners group that includes: regional academic institutions and business support services; City of Guelph, County Wellington, other municipal groups; provincial and federal government partners; local organizations and community groups. Whenever possible, we look to strengthen business ventures and community projects that will improve the quality of life in Guelph. Innovation Guelph is a member of the Ontario Network of Entrepreneurs (ONE).
2. IG’s programs are delivered by seasoned business entrepreneurs, executives and professionals from a variety of backgrounds and sectors, as well as administrative staff.
3. IG offers services under a variety of programs. Each program provides one or more of mentoring, education, networking, and other opportunities to start-up companies, as well as small-to-medium-sized enterprises (SMEs). In some cases, programs also provide seed or project funding. All programs further IG’s mandate.
4. **Services.** The Innovation Guelph Resource Centre team shall provide the services outlined on Schedule A. These services may be amended from time to time at the discretion of IG, and certain activities may apply for some programming and not for others.
5. **Engagement.** Client acknowledges the following engagement process:
 - (a) Engagement commences on accepting this agreement online, by clicking ‘Accept’ at the bottom of the intake form, or by signing a printed copy of this Acknowledgement;
 - (b) The availability of services to Client is governed by the specific terms and conditions of the program in which they are enrolled and subject to eligibility criteria.
 - (c) Access to IG programming is managed by respective Program Manager(s).
 - (d) Renewal or Continuation of Services is at the discretion of Program Manager(s);
 - (e) Suggestions or complaints about Services should be made first to the Program Manager(s). Escalation is to the Innovation Guelph Executive Team.

6. **Client Obligations.**

- (a) Client acknowledges and agrees to fulfill its responsibilities specified in Schedule B attached hereto.
- (b) Client acknowledges and agrees to be bound by the Confidentiality Conditions specified in Schedule C attached hereto.
- (c) When visiting IG, the Client is subject to Innovation Guelph Resource Centre's established policies for visitors.
- (d) Client agrees to periodically report basic company metrics via online surveys, telephone surveys or in-person to the Lead Mentor, or to the Program Manager(s) and that this information will be shared with program funders as required. Refer to Schedule B for details.
- (e) Client acknowledges that it is not permitted to use Innovation Guelph Resource Centre's name in connection with any attempt to secure financing for the Client's business or other fundraising, or in connection with any other document or publication or its marketing or promotional activities without the prior written consent of IG, except that the Client may identify itself as a Client of Innovation Guelph.

7. **Limitation of Liability.**

- (a) Client acknowledges that Innovation Guelph Resource Centre makes no representations or warranties, express or implied, to the Client with regard to the Services, or that the Services will result in or cause Client's business venture to succeed or achieve specific objectives. Client has no duty to comply with or follow any advice or recommendations given by IG, and Client shall retain full right and authority to conduct its business in accordance with its own judgement. IG shall not be restricted by anything provided herein from providing consultation, advice and services to any other person or entity engaged in businesses which are similar to or competitive with Client's business; provided however, that IG will not disclose to any other IG client any proprietary information relating to Client or Client's businesses, as provided in Schedule C. In no instance shall Innovation Guelph Resource Centre be deemed to have any fiduciary or other similar duties or obligations to Client, nor shall Innovation Guelph Resource Centre be deemed to have any implied duties pursuant to this Agreement. No third party is an intended beneficiary of this Agreement.
- (b) Client acknowledges and agrees that in no event shall Innovation Guelph Resource Centre or any of its directors, officers, employees, mentors or agents have any liability whatsoever to Client with respect to: (a) any use of or reliance by Client or any of its agents or representatives on any of the Services provided by Innovation Guelph Resource Centre; (b) any loss of profits, loss of use of data, interruption of business, or for indirect, special,

incidental or consequential damages of any kind incurred by the Client; (c) any claim or other proceeding against the Client by a third party; or (d) any representation or warranty made to any third party by the Client.

8. **Indemnification.** Client indemnifies and holds harmless Innovation Guelph Resource Centre, directors, officers, employees, members, mentors, industry specialists and agents (collectively, the "**Indemnitees**") from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities, costs, fees or expenses, joint or several (including without limitation reasonable legal fees) (collectively, the "**Claims**") arising or resulting from or in connection with:
- (a) any Services provided as detailed herein, except to the extent the Claims result solely from the gross negligence, recklessness, wilful or intentional misrepresentation, fraud or violation of law by the Indemnitees;
 - (b) any action of Client, its directors, officers, employees or agents or shareholders or those for whom in law it is responsible with respect to the Services or in connection with IG or otherwise; or
 - (c) any actual or alleged infringement or misappropriation by the Client or any product or service developed or marketed by the Client of any patent, trademark, trade name, copyright or other proprietary or intellectual property right of any person or entity.

SCHEDULE A: SERVICES

1. **General Services.** The services offered to the Client by Innovation Guelph Resource Centre (the “Services”) are as follows:
 - (a) Client will be enrolled in one of IG’s programs consistent with the nature and stage of their business venture. Client may also be enrolled in other programs offered by IG as new program offerings arise or as Client’s business needs evolve. Each program will have its own eligibility for enrollment and Client will be qualified based on the program criteria for eligibility.

Wherever possible, if Client is not eligible for IG Programs, IG will attempt to find suitable support programs for Client within the external business support ecosystem.
 - (b) The Client, once enrolled in Innovation Guelph programs, will receive a primary Program Manager contact. Depending on the program, the Client may also be assigned a Mentor and may be given additional IG staff contacts
 - (c) Client has a right to one-on-one time with the Program Manager and Mentor based on the terms and parameters associated with the program in which they are enrolled.
 - (d) Program Managers and Mentors will provide general verbal or email advice and referrals only, unless covered under separate Agreement. Program Managers and Mentors do not conduct research, write documents or perform any other forms of labour for the Client unless: a) the work forms part of the client mentoring activities **within the Program criteria** or b) a **Contract for Services Agreement** has been executed between IG and the Client. Program Managers and Mentors do not act or represent themselves as subject matter experts, nor do they provide specific legal, accounting, engineering or other professional services advice. Program Managers and Mentors do not replace these and other similar services normally provided by such professionals and firms as may be considered subject matter experts and may engage in the providing of professional services as part of their business; from time to time, IG may employ subject matter experts (e.g. Industry Specialists) as Resources for Client and provide access to these experts via Contract for Services or other Agreements between IG and Client.
 - (e) Referrals to 3rd parties are made at the discretion of the Program Manager and/or Mentor;
 - (f) Innovation Guelph Resource Centre will provide periodic communication about various topics and events that may be of interest to Client. Acceptance of this agreement will serve as explicit permission to share these communications with Client via email, text or telephone;
 - (g) Client may receive assistance, at the sole discretion of Innovation Guelph Resource Centre, with the process of seeking financing, including reasonable efforts to provide introductions to potential investors and financing sources.

2. Additional Services. In addition to the General Services, Innovation Guelph Resource Centre may provide to the Client access to certain of the following services, as may be agreed to from time to time:

- (a) **Education Programs:** As part of the business development process, IG may provide Client with opportunities for education and training. Many of these training sessions are provided at minimal or no additional cost to Client. Training content is based on Client needs and covers topics such as intellectual property management and strategy, technical sales training (including sales management), human resources development, legal and financing issues, leadership training, etc. The Education Program service includes:
 - i. Free or substantially discounted on-site training opportunities with an ongoing series of seminars by qualified presenters; certain training programs include hands-on mentoring by qualified service providers and mentors;
 - ii. Access to training programs coordinated with partner organizations.

- (b) **Networking Opportunities:** IG recognizes that networking is paramount for the Client in creating business contacts and alliances. As an IG client, there are unique opportunities for networking with peers, mentors, service providers and funding sources. Among these opportunities are:
 - i. coordinated access to mentors, service providers and potential investors (venture capital, angel, government, other);
 - ii. access to Partner events and seminars;
 - iii. organized client events and social activities;

SCHEDULE B: ROLES AND RESPONSIBILITIES

INNOVATION GUELPH (IG) (Program Manager, Mentor, Industry Specialist, or other IG Staff)	CLIENT (Startup, or SME)
Role & Responsibilities	
Provides feedback, support, growth strategies, and other business advice to Client. Programs may be at no charge for startup companies; fees or matching funds may apply for SME Programs; matching funds are typically required for Seed Funding programs.	Accesses feedback and support from IG. Works diligently on developing and growing their business. Reports back to IG on significant milestones and objectives.
IG will give priority to those companies that are working diligently with the program to advance their success. High potential startups will be considered for advancement into additional startup and SME programs. The Seed Funding Program is available only during an open call for applications.	Client is the “doer” and incorporates the suggestions as it deems appropriate.
IG will provide services based on available program limits IG will share information on opportunities they become apprised of with relevant clients	Client is aware and understands that IG works with many companies in its programs, and that services are not exclusive. Client adheres to the program parameters in which they are engaged. Client acknowledges intent to follow up on opportunities they choose to pursue and informs the program manager of successful outcomes.
IG programs may change over time and new programs may be offered based on emerging trends and funding availability. If there is a change to an existing program, Client will be notified in advance by email. Outstanding Services Contracts involving fees will be completed as per contract.	Client communicates any questions and feedback on the program, first to the Program Manager and then to the IG Executive team if questions or concerns are not addressed. Client responds to periodic surveys and/or telephone evaluations as required by the program(s) they are
Information relating to funding programs, grants, etc. will be shared. Suggestions on application process will be provided. If appropriate, IG may provide specialists to support the application process. Fees for this service may apply.	Client does the work, i.e. puts together the application and provides the necessary information to produce a funding application. IG does not guarantee success of funding applications.

Sharing Information & Confidentiality	
Information that is shared with IG will be respected and treated in a sensitive manner as covered by Schedule C.	Client provides information and details to the level it desires and is comfortable with. In some cases, funders require that certain information be reported as a condition of participation in a program. It's important to note that accurate business information is essential to providing effective support and mentoring.
IG will conduct periodic Client Surveys through verbal or digital means, to collect up-to-date information on the development and growth of the company, and the changing needs of the Client.	Client will complete surveys on a periodic basis and be available for verbal evaluations. They will be asked to report on revenue, investment raised, and employee growth figures as well as other milestones achieved as well as anecdotal information. In addition, IG may ask for reviews and comments on IG's programs and/or mentors
IG will keep company data and metrics in confidence and will not publish details about Client without the Client's consent.	Clients can refrain from sharing highly confidential information with IG or may ask IG not to record certain sensitive information in their notes or on IG's CRM.
Communications	
Client will be notified of relevant events and programs available in the Province.	Clients may notify IG about relevant events or networking opportunities that may be of interest to other Clients.
Client agrees to receive IG newsletter and other email, text and telephone communications once they become a client.	Clients will receive email newsletters and other communications as they arise.
From time to time, Innovation Guelph will publish Success Stories and Videos about high potential clients. Stories may be broadcast online, through social media, in print, on TV, or through other network channels. Acceptance of this agreement constitutes explicit permission to share such general success stories. IG will consult with Client before publishing sensitive data about Client's company.	Clients will be able to take advantage of publishing Success Stories through IG's communication Channels (online, print, TV, other). Client is encouraged to share achievements, successes and news of interest about their company so that IG may amplify their online presence through social media.
Additional resources	
If and when possible, IG will pull in additional resources from its extended network (which may include Professional Service Providers) to assist the Client. In some cases, the Client may access specialized Peer Groups, events, conferences, or training sessions hosted by IG or ONE Partners.	Client will consider attendance at events, peer-to-peer group sessions, training programs, or other professional network members referred to them by IG. As applicable, Client will abide by the terms and conditions set by Professional Service Providers which may involve fees for service.

<p>IG will provide referrals to other Regional Innovation Centres, ONE Partners, and/or members of the Guelph Regional Partners Alliance, where appropriate for the client.</p>	<p>Client will work cooperatively with other network partners to access resources across the ONE.</p>
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SCHEDULE C: CONFIDENTIALITY AGREEMENT

The parties to this Agreement agree that any Confidential Information exchanged between them shall be governed as follows:

1.0 Certain Definitions and Recitals

1.1 Each party hereto (the "**Recipient**") and its respective shareholders, directors, officers, employees, representatives (including, without limitation, in the case of Innovation Guelph Resource Centre, the mentors) or professional advisors (with the Recipient, collectively, the "**Receiving Parties**") has received or may receive Confidential Information (as hereinafter defined) from the other party (the "**Discloser**") and/or its respective shareholders, directors, officers, employees, representatives and professional advisors (with the Discloser, collectively, the "**Disclosing Parties**").

1.2 "**Confidential Information**" means technical, financial and other information of a confidential nature that is not publicly available and is regarded by the Disclosing Parties as an asset of considerable value including (without limitation) correspondence, drawings, samples, devices, documentation, performance specifications, reports, know-how, proprietary business information, and other intellectual property and materials of whatever description, whether disclosed or communicated in writing or orally, and whether prepared by a Disclosing party or received by a Receiving party before or after the date of this Agreement; provided that (i) if in written form, such information is labelled as "Confidential" or "Proprietary" by the Discloser and (ii) if disclosed orally, such information is identified as confidential at the time of oral disclosure by the Discloser and is, within thirty (30) days after such disclosure, furnished by Discloser to the Recipient in a written summary labelled as "Confidential".

1.3 Each party hereto is willing to disclose the Confidential Information to the other party, upon the terms and conditions herein contained, for the purpose of the Client receiving and Innovation Guelph Resource Centre providing feedback to the Client respecting its business in conjunction with services provided to the Client by Innovation Guelph Resource Centre, and to update funders on required metrics related to programs in which the Client participates (the "**Purpose**").

2.0 Agreements

2.1 Handling of Confidential Information /Confidentiality: Recipient shall not use the Confidential Information in any manner except as reasonably required for the Purpose. Recipient shall use all reasonable efforts to protect Discloser's interest in the Confidential Information and keep it confidential, using a standard of care no less than the degree of care that Recipient would be reasonably expected to employ for its own similar confidential information. Recipient shall not copy, reproduce, divulge, publish, or circulate any of the Confidential Information except to those Receiving Parties who need to know Confidential Information for the Purpose.

2.2 Exceptions: The provisions of Section 2.1 hereof shall not apply to:

(a) information which at the time of disclosure by Discloser, or any other Disclosing Party, is generally available to the public;

(b) information which, after disclosure by Discloser, or any other Disclosing Party, becomes generally available to the public, otherwise than through any act or omission on the part of Recipient;

(c) information rightfully acquired by Recipient or any other Receiving party from others who did not obtain it under an obligation of confidentiality to Discloser or any other Disclosing Party; or

(d) information which Recipient or any other Receiving Party is obligated to disclose by law, provided that Recipient shall provide prompt notice to Discloser of the obligation of the Recipient or other Receiving party to make such disclosure in order to permit the other party to seek an appropriate protective order.

2.3 Term: The obligations contained in Section 2.1 shall continue during the term that any information provided to the Recipient is Confidential Information and not subject to the exceptions set forth in Section 2.2.

2.4 Return of Materials: All Confidential Information in the possession of the Recipient or a Receiving Party shall, if requested in writing by the Discloser, be forthwith returned or destroyed and, if destroyed, Recipient shall furnish Discloser with a certificate signed by an officer of Recipient confirming that such Confidential Information has been destroyed.

2.5 Ownership. All right, title and interest that the Discloser has in the Confidential Information shall remain the property of Discloser, and no interest, license or right respecting the Confidential Information (other than expressly set out in this Agreement) is granted to Recipient in this Agreement by implication or otherwise.

2.6 Intellectual Property: Support provided by any staff or contractor representing Innovation Guelph, whether provided through a funded program or on a fee-for-service basis, does not constitute co-creation and does not confer any rights of ownership in Intellectual Property (IP) used, developed or improved during said engagement with Innovation Guelph. Any IP created,

made, or originated by a client shall be the sole and exclusive property of the client except as he or she may voluntarily choose to transfer such property, in full, or in part to Innovation Guelph in the form of a written IP agreement.

2.7 Remedies. Each Party acknowledges that compliance with the provisions of this Agreement is reasonable and necessary to protect the proprietary interests of the other Party. Each Party further acknowledges that any unauthorized use or disclosure to any third party in breach of this Agreement by Recipient or any of its shareholders, directors, officers, employees, representatives or professional advisors will result in irreparable and continuing damage to the Discloser for which monetary remedies would not be a sufficient remedy, and agrees that, in the event of such breach or threatened breach, the Discloser shall be authorized and entitled to obtain immediate injunctive relief and any other rights or remedies to which it may be entitled at law or in equity without the necessity of proving actual damages. In addition, in the event that a court of competent jurisdiction shall decide that Recipient has materially breached this Agreement, Recipient shall reimburse the Discloser for the costs of any court proceedings and reasonable attorneys' fees.

2.8 No Waiver and Severability: No failure or delay by Discloser in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. If all or any portion of the provisions of this Agreement would otherwise be invalid or unenforceable as a result of the application of any law or the determination of a court of competent jurisdiction, the portions which would otherwise be held invalid or unenforceable, but no others, shall automatically, and without further act on the part of the parties hereto, be severed from this Agreement.

2.9 Miscellaneous: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. This Agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements and agreements between the Parties hereto, whether oral or written, with respect to the subject matter hereof. This Agreement is binding upon and for the benefit of the Parties, their successors and assigns, provided that the right to receive Confidential Information may not be assigned without the written consent of the Discloser.