

Draft Consultancy Agreement for ART Units, ad hoc services

This Consultancy Agreement (“Agreement”) is made and effective from the date of its signature by the second signing party between Oozoa Biomedical Inc (“**Oozoa**”) a company incorporated in British Columbia, Canada, and the XXXXX situated in XXXXX, XXXXX, XXXXX (the “Client”), collectively known as the Parties to this Agreement (“Parties”).

The Parties have agreed the following:

1. Engagement

a) The Client hereby engages **Oozoa**, and **Oozoa** accepts the engagement, to provide services in the following area:

Insert specifics.....

b) These services will be provided by Dr David Mortimer, PhD, (the “Consultant”) on behalf of **Oozoa**.

c) The specifics of the services are described in Clause 4.

2. Term of the Agreement

a) **Oozoa** shall provide services to the Client pursuant to this Agreement over a period of time XXXXX, at specific dates to be mutually agreed by the Parties.

b) The on-site inspection (“Site Visit”) is expected to occur during XXXXX.

3. Place and Time of Work

a) The Consultant shall render preliminary and post-Site Visit services primarily at **Oozoa**’s offices. Daily schedule and hours worked by the Consultant on a given day shall generally be subject to the Consultant’s discretion, provided that both Parties anticipate that the Consultant shall devote sufficient time as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

b) The Site Visit component shall occur at the Client’s premises. Daily schedule and hours worked by the Consultant during this time shall generally be determined by the Client, but the Consultant shall not be required to exceed ten (10) hours on-site per day.

c) Travel expenses for work to be performed away from **Oozoa**’s offices will be paid in advance by the Client under the terms described in Clause 6.

4. Services to be Provided

Pursuant to, and within the term of, this Agreement, **Oozoa** shall provide the following services to the Client:

a) Review of historical information on the operation and performance of the Client’s unit, including procedure manuals. If necessary this shall include advice to the Client on the determination of appropriate Laboratory Performance Measures (LPMs) and Programme Performance Measures (PPMs), the latter including aspects of clinical performance, to be abstracted and calculated by the Client.

Such services typically require less than 8 hours of Consultant time.

b) A Site Visit to the Client’s facility to include a detailed inspection and review of all aspects of the Client’s facility and the medical and laboratory operations that can influence clinical outcomes. This typically includes examination

of all protocols and manuals, one-on-one interviews with various staff members, and close observation of procedures. Further activities might include practical demonstrations or requests for members of the Client’s staff to extract additional data. The Consultant will not provide any activity that constitutes clinical service or patient care.

A Site Visit typically requires the Consultant to spend five (5) days on-site, but can often be shortened to four (4), sometimes three (3), days if extensive information is provided to the Consultant in advance of the visit. Advice on this can be provided by Oozoa before the itinerary and tickets for the Site Visit are fixed.

- c) A full written Final Report after completion of the Site Visit, including:
 - an overview of the Consultant’s observations during the Site Visit;
 - recommendations for action; and
 - recommendations for follow-up evaluations of said actions.

Occasionally this report might be delayed if further data are required from the Client. Such a delay is only incurred with the consent of the Client. The report will be delivered electronically as a PDF (Adobe “Acrobat”) file, with a signed original being sent by Air Mail.

Preparation this Final Report typically takes one (1) or two (2) days, an estimate for which can usually be given by the Consultant at the “exit interview” at the end of the Site Visit.

- d) The Consultant will not carry or otherwise facilitate the hand-delivery to the Client of any medical or laboratory equipment or supplies.

Such activity is frequently illegal, contravening Customs regulations and other laws.

5. Delivery

- a) Historical information of the operation and performance of the Client’s unit shall be provided to Oozoa no less than 4 weeks prior to the Site Visit.
- b) The Consultant shall conduct an “exit interview” with the Client’s senior management team at the conclusion of the Site Visit.
- c) The Final Report, in PDF form, will be sent to the Client within ten (10) working days of the Consultant’s return to Vancouver, subject to the Client’s account with Oozoa being in good standing. A signed hard copy of the Final Report will be sent by Air Mail at the same time.

6. Payment

- a) The Client shall pay Oozoa fees for services provided pursuant to this Agreement according to the following rates:

On-Site Daily Consulting Rate: USD \$1600.00 per day at the Client’s location .
Off-Site Consulting Rate: USD \$160.00 per hour, chargeable in 15-minute units.
Travelling Time: USD \$800.00 per day spent travelling to/from the Client’s location but not working on-site. There will be no “recovery days” after the Consultant’s arrival in the city where the Client is located.

The consulting fees for the Site Visit (including travelling time) must be paid to, and received by, Oozoa prior to the Consultant leaving Vancouver for the Site Visit.

- b) Travel costs incurred by Oozoa in relation to the Site Visit to the Client’s premises shall be either paid directly or reimbursed by the Client as specified below.
 - (i) Air travel: All air travel shall be in business class, using Star Alliance carriers as far as possible. All travel arrangements between Vancouver and the airport closest to the Client’s location will be made by Oozoa. The full cost of the air fare must be paid to, and received by, Oozoa prior to the Consultant leaving Vancouver for the Site Visit.

- (ii) Ground transfers: Travel between the Consultant's place of residence and Vancouver airport, and return, shall be reimbursed by the Client.
 - (iii) Local transportation: Local transportation must be safe and provided by the Client. It includes all transfers between the airport and the hotel, and trips between the hotel and the Client's premises. If use of public transport is necessary (e.g. rail) then first class travel is required.
 - (iv) Accommodation: The hotel must be in a safe area and have at least a 4-star international rating. Beyond the room being clean and having a private bathroom, it must be air-conditioned and be typical of international business travel standard. The hotel bill must be paid directly by the Client, or charged to the Client's account with the hotel, prior to the Consultant's departure at the end of the Site Visit.
 - (v) Living expenses: Meals taken at the hotel (but excluding alcoholic beverages) will be included in the hotel bill and paid directly by the Client (see above). Other meals must be either paid directly by the Client or reimbursed to the Consultant before his departure at the end of the Site Visit.
 - (vi) Telephone calls: Telephone calls within the country of the Client made by the Consultant from the hotel will be included in the hotel bill and paid directly by the Client (see above). International calls, unless made at the specific request of the Client, will be at the Consultant's expense.
 - (vii) Visas & other taxes: Any such charges that the Consultant must incur in order to attend the Site Visit will be either paid directly or reimbursed by the Client.
- c) **Oozoa** will not charge the Client for any miscellaneous office expenses except for any deliveries by express courier service required by the Client.
 - d) Payments for Off-Site consulting services will be made within five (5) working days of receipt of **Oozoa's** invoices which shall be submitted by facsimile upon completion of the services described in this Agreement.
 - e) Except for the reimbursement of *ad hoc* expenses incurred during the Site Visit (as defined above and subject to their being supported by receipts) – which shall be made in USD cash to the Consultant before his departure from the Client's location at the end of the Site Visit – all payments by the Client to **Oozoa** shall be made by telegraphic funds transfer with any bank fees or charges being paid by the Client.

7. Independent Contractor

- a) **Oozoa** and its Consultant are, and throughout this Agreement shall remain, independent contractors and not an employee, partner or agent of the Client. Neither **Oozoa** nor the Consultant shall be entitled to, or receive, any benefit normally provided to the Client's employees such as, but not limited to, vacation payment, retirement, health care or sick pay.
- b) The Client shall not withhold any income or other taxes from the payments made to **Oozoa**. **Oozoa** shall be solely responsible for filing all returns and paying any income, social security or other taxes levied upon or determined with respect to the payments made to **Oozoa** by the Client pursuant to this Agreement.

8. Tools and Supplies

- a) Unless otherwise agreed to by the Client in advance, **Oozoa** shall solely be responsible for procuring, paying for, and maintaining any computer equipment, software, office equipment or other supplies necessary or appropriate for the performance of **Oozoa's** services pursuant to this Agreement. This shall include telephone, facsimile, electronic communication, as well as courier and bank charges incurred at the discretion of **Oozoa**, but not those required by the Client.
- b) The Client shall be responsible for providing any test equipment, and/or paying for any third party testing services, required for completion of investigations necessary to the Site Visit.

9. Ownership

- a) All documentation and other materials created by **Oozoa** for the Client, or provided to the Consultant by the Client, in support of performing the services pursuant to this Agreement shall be the sole property of the Client.
- b) Upon completion of this Agreement, **Oozoa** shall either destroy or return to the Client (at the Client's discretion) all copies of such materials except for one (1) copy of any document required to establish the nature and extent of the work performed, said copy shall be retained in **Oozoa's** confidential files.

10. Confidentiality

a) Secrecy of the Agreement

The existence of this Agreement shall be deemed secret and known only to those personnel involved in the agreed services at **Oozoa** and the Client. Inclusion of any other party in this knowledge shall be by advance, mutual agreement between the Parties and shall require any such third party to also keep the Agreement secret. This secrecy serves to protect the Client from any perception, either true or false, of poor performance by third parties.

b) Confidential Information

Having separately executed a bilateral Confidentiality Agreement, the Parties have recognized the existence of certain Confidential Information that might be divulged by either Party in relation to the services to be provided by **Oozoa** to the Client pursuant to this Agreement. The terms of that Confidentiality Agreement document shall be binding on both Parties during the term of this Agreement and afterwards as defined within that document. However, Confidential Information shall not include any information that:

- (i) the Parties mutually agree in advance, in writing, shall no longer be deemed confidential; or
- (ii) becomes publicly available through no act of either Party; or
- (iii) is rightfully received by either Party from a third party (although any such occurrence shall be notified to the other Party within five (5) working days).

11. Representations and Warranties

a) **Oozoa** makes the following representations:

- (i) **Authority:** This Agreement is a legal, valid and binding obligation by **Oozoa**. No consent or approval by any other person or public authority is required to authorize, or is required in connection with, the execution, delivery or performance of this Agreement by **Oozoa**.
- (ii) **Infringement:** The Final Report provided to the Client by **Oozoa**, and the recommendations contained therein, will not infringe or constitute a misappropriation of any trademark, patent, copyright, trade secret, proprietary right or similar property right of any third party.
- (iii) **Outcomes:** Because it has no control over their implementation, **Oozoa** cannot provide any guarantee that the recommendations made verbally by the Consultant or contained in its Final Report will achieve any particular change in the Client's LPMs or PPMs. Notwithstanding this, all recommendations are made in good faith with every expectation that their implementation and operation will achieve the stated outcomes and end results desired by the Client.
- (iv) **Ethics:** Neither **Oozoa** nor the Consultant shall propose to the Client, or perform during the Site Visit, any action that would be considered unethical.

b) The Client makes the following representations:

- (i) **Authority:** This Agreement is a legal, valid and binding obligation by the Client. No consent or approval by any other person or public authority is required to authorize, or is required in connection with, the execution, delivery or performance of this Agreement by the Client.
- (ii) **Publicity:** The Client will not divulge or in any way announce the activities of **Oozoa** to its patients or

members of the public in such a way as to seek advertising or publicity. In this regard the Client recognizes and accepts that **Oozoa** has no influence over the manner of such use and might therefore suffer unjustified or misinformed publicity which could be to its professional or commercial detriment.

- (iii) **Ethics:** The Client shall not require the Consultant to perform any action or make any statement that, in the opinion of his international peers, would be considered unethical. **Oozoa**'s actions under the terms of this Agreement do not indicate any *a priori* ethical approval or acceptance of any aspect of the Client's activities by **Oozoa** or the Consultant.

12. Use of the Final Report

- a) The Client may, at its sole discretion, implement or ignore any or all of the observations and recommendations made by **Oozoa**. However, unless all the recommendations made by **Oozoa** are implemented and pursued as described in the Final Report, there can be no expectation of beneficial outcome.
- b) The Client may divulge the existence and contents of the Final Report supplied by **Oozoa** to any regulatory or professional bodies at its sole discretion.
- c) The Client may not use the name of either **Oozoa** or the Consultant in promotional or marketing materials, verbally or in writing to potential or actual customers. The Client may not divulge or in any way announce the specific contents of the Final Report to its patients or members of the public in such a way as to seek advertising or publicity.
- d) The Client does not have the right to provide any consulting services to third parties, on either a commercial or *pro bono* basis, that use any strategies which the Client derived from **Oozoa** that are not in the public domain.

13. Exclusivity

This Agreement is fundamentally non-exclusive for both Parties.

- a) The Agreement does not preclude the Client from retaining the services of any other consultant, partner or employee to review, assist with, modify or evaluate the recommendations provided by **Oozoa** pursuant to this Agreement.
- b) The Agreement does not prevent **Oozoa** from undertaking consultancy work with any other individual, company, institution or public authority in relation to human assisted reproductive technology or services or any other aspect of reproductive biology or medicine that either now or in the future might constitute either competition to, or a commercial interest of, the Client.

14. Cooperation

- a) The Parties commit to use their respective best endeavours to fulfill the spirit and purpose of this Agreement.
- b) The Parties shall ensure that all reasonable actions are taken by themselves and their employees to protect the secrecy of this Agreement as well as any and all Confidential Information as defined in Clause 10.
- c) The Client will render every assistance to the Consultant and/or his travel agent in obtaining an appropriate Visa from the authorities to perform the Site Visit. This assistance will pay heed to the Consultant's other travel plans and obligations, as communicated by the Consultant or **Oozoa**, so that the Visa can be issued expeditiously and without undue inconvenience.

15. Termination

Except by mutual written consent between the Parties, this Agreement may be terminated only under the following circumstances:

- a) By the Client:
 - (i) If **Oozoa** is unable to provide the services pursuant to Clause 4 by reason of temporary or permanent illness, disability, incapacity or death.
 - (ii) Breach or default of any material obligation of **Oozoa** described in the Agreement, which breach or default is not cured within thirty (30) days of written notice from the Client.
- b) By **Oozoa**:
 - (i) Breach or default of any material obligation of the Client described in the Agreement, which breach or default is not cured within thirty (30) days of written notice from **Oozoa**.
 - (ii) If the Client files for protection under federal bankruptcy laws, or any bankruptcy petition or petition for receiver is commenced by a third party against the Client, any of the foregoing of which remains undismissed for a period of sixty (60) days.

16. Severability

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement nevertheless will continue in full force and effect without being impaired or invalidated in any way.

17. Assignment

- a) Neither this Agreement nor any obligation herein shall be assigned by either Party without prior written consent of the other Party.
- b) The Agreement shall be binding upon, and inure to the benefit of, the Parties named herein and their respective heirs, executors, personal representatives, successors and assigns.

18. Governing Law

This Agreement shall be covered by, and construed in accordance with, the laws of the Province of British Columbia (Canada).

19. Entire Agreement

This document contains the entire Agreement and understanding between the parties in relation to the Engagement with the sole exception of the mutually binding Confidentiality Agreement simultaneously enacted between the Parties. This Consultancy Agreement may be amended, supplemented or changed only by the execution of an Amendment or new Agreement in writing signed by both Parties.

20. Notices

- a) All notices, requests or demands, and other communications pursuant to the execution of this Agreement shall be deemed to have been duly given if delivered by certified or registered mail, with postage prepaid, or by recognized courier service as follows:

If to the Client: Dr XXXXX
 XXXXX
 XXXXX
 XXXXX
 XXXXX
 XXXXX
 Fax: +XXXXX E-mail: XXXXX

If to Oozoa: Oozoa Biomedical Inc
Box 93012 Caulfeild Village RPO
West Vancouver, BC V7W 3G4, Canada
Fax: +1 604 926 9571
E-mail: info@oozoa.com

- b) Receipt of any facsimile or internet transmissions must be confirmed to the sender (by fax or e-mail) by the recipient in order for it to be deemed that such communications have been delivered.

21. Headings

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of the Agreement or the meaning or intent of any of the obligations contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below.

Oozoa Biomedical, Inc

XXXXX

David Mortimer, President

XXXXX

Date : _____

Date : _____