

This legal document is an agreement (the “Agreement”) between you, the purchaser or account holder (“Client” or “You”) and **ConnectsUs Intranet Inc.**, 1965 4TH AVE W., Suite 202, VANCOUVER BC, V6J 1M8, (“ConnectsUs”).

This agreement sets out the terms of your use of **SIENNA HR’s HR on Call** subscription (“HOC Services”).

ConnectsUs and Client are individually and together known as “the **Party, Parties**”;

WHEREAS the Client’s Plan Provider has engaged ConnectsUs to provide certain HR services to the Client and ConnectsUs has agreed to provide such services provided the Parties agree on the terms and conditions set out in this Agreement;

IN CONSIDERATION OF the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

Agreement

1. Term of Agreement

- 1.1 This Agreement and access to HOC Services takes effect the first time you contact ConnectsUs to schedule a service call or the first time you send ConnectsUs an email that sets out your question.
- 1.2 The Agreement is terminated once your Plan Provider terminates the HOC Services plan with ConnectsUs.

2. HOC Services

- 2.1 ConnectsUs will provide HOC Services as follows:
 - 2.1.1 Client has access to unlimited email and phone support to ask HR questions relating to the following topics: Employment legislation, absences, employee conflicts, terminations, policies, contracts, recruiting, job descriptions, performance management, coaching, HR administration, disability management.
 - 2.1.2 ConnectsUs does not provide HOC Services related to OHS, payroll or to unionized environments.
 - 2.1.3 ConnectsUs will advise the Client if legal review is required.
 - 2.1.4 ConnectsUs will not review Client documents or other materials.

3. Program Code

- 3.1 The Client’s Plan Provider has provided the Client with a program code (**Program Code**) that must be disclosed when contacting ConnectsUs for HOC Services.
- 3.2 Client warrants that the Program Code will not be shared or divulged to anyone, including to others inside the Client’s own organization. The Program Code can only be known and used by one contact individual within the Client’s organization.
- 3.3 Client warrants that the questions asked when accessing HOC Services are related to issues for their own business and not on behalf of other entities or persons. If a client is

found to have shared the Program Code or asked questions on behalf of another entity, the Client's account will immediately be suspended indefinitely.

4. **Phone support ("Service Calls"):**

4.1 Phone HOC Services calls are scheduled in 15-minute increments during weekdays (excluding Ontario statutory holidays and for 2 weeks during Christmas and New Year's), using Sienna HR's online booking system.

4.2 Service Calls are conducted between 9:00AM and 3:00PM EST.

4.3 **Attending Service Calls**

4.3.1 Due to ConnectsUs HR Advisors' back-to-back phone schedules and to extend courtesy to other HOC clients, the Client commits to being available for and attending scheduled phone calls.

4.3.2 The Client agrees to be available to answer the phone 5 minutes before and after the scheduled start time of the call.

4.3.3 ConnectsUs will attempt to call twice within a 5-minute period.

4.3.4 If the Client does not answer the Service Call, the Service Call will be terminated and the Client will forfeit the call with no opportunity to call into ConnectsUs to speak with the Advisor and the Client will book another time using the online booking system.

4.4 **Missed Service Calls**

4.4.1 If the Client forfeits 2 Service Calls in a monthly period, the Client will not be able to access the HOC Services again until the end of the following month. Example: Client forfeits a call on March 03 and March 16. Client will not be able to access HOC Services until May 01.

5. **Emailed questions** can be sent anytime and Client will receive a response within 4 hours on business days.

6. **Client Account**

6.1 ConnectsUs will create a Client account and ConnectsUs will maintain a business relationship with Client.

6.2 ConnectsUs will record a summary of each Client Service Call to maintain a history of inquiries.

6.3 Any notices required by this Agreement will be in writing by email.

6.3.1 Emails to ConnectsUs from the Client will be sent to contact@connectsus.com;

6.3.2 Emails to the Client from ConnectsUs will be sent to the email address provided when Client creates a ConnectsUs account.

("Email Notices")

6.3.3 The Parties will reply to Email Notices within 5 business days to provide confirmation of receipt. If such confirmation of receipt is not received within 5 business days, the notice will be delivered by signed courier to the Party's address as indicated in the HR Toolkit for Small Business Account.

7. **Non-Solicitation**

7.1 During the Term of this Agreement, and thereafter for a period of 12 months, the Parties will not attempt to induce any employee, contractor, partner, or customer currently doing business with or being solicited by the Parties, to do business with the other Party.

7.2 In particular, **THE CLIENT WILL NOT ATTEMPT TO ENTER INTO A SEPARATE BUSINESS RELATIONSHIP WITH A CONNECTSUS ADVISOR WITH WHOM THE CLIENT MAY OR MAY HAVE NOT HAD CONTACT WITH.**

8. Confidentiality and Intellectual Property

8.1 The Client will provide ConnectsUs with access to such confidential information of the Client that ConnectsUs may reasonably require to perform the HOC Services.

8.2 ConnectsUs shall only use such information to the extent reasonably required to perform the HOC Services and shall take reasonable care to protect the confidentiality of such information and not disclose it without the Client's prior written consent.

8.3 ConnectsUs shall not misappropriate, use or make any unauthorized disclosure of any trade secrets or other intellectual property of the Client.

9. Limitation on Liability

9.1 The Client acknowledges that ConnectsUs is not a legal, safety, or accounting expert and is not qualified to provide legal, tax, or financial advice relating to employment or other matters. The Client agrees that any and all liabilities incurred by Client as a result of proceeding with employment or other matters without consulting appropriate third party counsel, will be the responsibility of and incurred by Client.

9.2 Subject to Section 9.1, the total cumulative liability to ConnectsUs and its directors, officers, agents, employees and subcontractors, whether arising out of contract, negligence, strict liability, tort or any other principle of law or equity including, without limitation, fundamental breach, ("**Incident**") shall not at any time exceed the total cumulative amount of fees paid to ConnectsUs by the Plan Provider under this Agreement to a maximum of Fees paid over a term of one month prior to the Client becoming aware of the Incident, and that no action, regardless of form, arising out of or relating to this Agreement or the HOC Services may be brought by the Client more than six months after the earlier of expiry or other termination of this Agreement or the date the cause of the Incident arose.

10. Miscellaneous

10.1 This Agreement constitutes the entire agreement between the Parties and together supersedes any and all prior agreements or understandings, oral or written, between the Parties hereto pertaining to the subject matter covered by this Agreement, and any such prior agreements are hereby terminated and cancelled.

10.2 Any amendments to this Agreement must be in writing and signed by both Parties.

10.3 This Agreement will be governed by and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein.

10.4 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.

10.5 Time will be of the essence in this Agreement.