



FUTURESTAR SPORTS SERVICE AGREEMENT

THIS FUTURESTAR SPORTS AGREEMENT (the "Agreement") dated _____

BETWEEN:

(The "Client")

- AND -

FUTURESTAR SPORTS of Brampton, Ontario
(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that FutureStar Sports has the necessary qualifications, experience and abilities to provide services to the Client.
- B. FutureStar Sports is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and FutureStar Sports (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. **Ontario Consumer Protection Act, 2002**
1. Consumer rights as outlined in the Ontario *Consumer Protection Act, 2002* can be found at the end of this Agreement in Appendix A.



2. **Services Provided**

2. The Client hereby agrees to engage FutureStar Sports to provide the Client with services (the "Services") consisting of:

- o _____
_____.

3. The Services will also include any other tasks which the Parties may agree on. FutureStar Sports hereby agrees to provide such Services to the Client.

4. **Term of Agreement**

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

5. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 10 days' written notice to the other Party.

6. **Performance**

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

7. **Currency**

7. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).



8. **Compensation**

8. For the services rendered by FutureStar Sports as required by this Agreement, the Client will provide compensation (the "Compensation") to FutureStar Sports as follows:

- o Deposit of:
- Upon Completion:

9. Invoices submitted by FutureStar Sports to the Client are due within 15 days of receipt.

10. **Reimbursement of Expenses**

10. FutureStar Sports will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

11. **Penalties for Late Payment**

11. Any late payments will trigger a fee of 5.00% per month on the amount still owing.

12. **Confidentiality**

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. FutureStar Sports agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which FutureStar Sports has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

14. All written and oral information and material disclosed or provided by the Client to FutureStar Sports under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to FutureStar Sports.



15. **Ownership of Intellectual Property**

15. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of FutureStar Sports. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

16. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with FutureStar Sports.

17. **Return of Property**

17. Upon the expiry or termination of this Agreement, FutureStar Sports will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

18. **Capacity/Independent Contractor**

18. In providing the Services under this Agreement it is expressly agreed that FutureStar Sports is acting as an independent contractor and not as an employee. FutureStar Sports and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

19. **Notice**

19. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. _____

b. FUTURESTAR SPORTS

or to such other address as any Party may from time to time notify the other.



Indemnification

20. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

21. Additional Clause

21. FUTURESTARS SPORTS - Does not connect to professional teams. Strictly Universities and Colleges.

FUTURESTARS SPORTS - Will only connect to schools and programs located in United States and/or Canada.

FUTURESTARS SPORTS - Will only record up to 5 games to use in Highlight tape.

FUTURESTARS SPORTS - Can only record games in the Greater Toronto Area.

FUTURESTARS SPORTS - Will use maximum 10 games to create Highlight tapes.

FUTURESTARS SPORTS - Will select best clips per our discretion, and use for highlight tapes.

FUTURESTARS SPORTS - If no song is selected, we will choose the best song to fit tape.

FUTURESTARS SPORTS - Clients are allowed to request revisions at one occasion; any more after that will be subjected to a fee of 25\$

FUTURESTAR SPORTS - Does not guarantee scholarships to Colleges and Universities.



FUTURESTARS SPORTS - Are not agents, we are strictly the liaisons between Colleges, clients and college coaches.

FUTURESTAR SPORTS - Does not negotiate scholarship offers, signing terms or any conditions involving clients and schools

FUTURESTARS SPORTS - Service is completed when the client is connected to a school of interest.

FUTURESTARS SPORTS - Will continue to service clients until client has signed and or committed to a school or program.

FUTURESTARS SPORTS - Urges client to check nutrition plan, we are not responsible for food allergies, or illness deriving from food associated with nutrition plan. Use Nutrition plan at own discretion

FUTURESTARS SPORTS - Are not responsible for injuries sustained while utilizing fitness plan. Use Fitness Plan at own discretion.

Time Frame: Highlight Tape 5 games - one (1) week
10 games - two (2) weeks

Contacting Schools: Will be on going until client has either signed and or committed to school or program.

22. **Modification of Agreement**

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

23. **Time of the Essence**

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.



24. **Assignment**

24. FutureStar Sports will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

25. **Entire Agreement**

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

26. **Enurement**

26. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

27. **Titles/Headings**

27. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

28. **Gender**

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

29. **Governing Law**

29. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario, without regard to the jurisdiction in which any action or special proceeding may be instituted.



30. **Severability**

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

31. **Waiver**

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

32. **Player Likeness**

I agree to allow my picture to be taken for still photographs, videos, motion pictures or television at such times and at such places as FutureStar Sports may designate, and to use my name in connection with the organization; I will also permit my name, portrait, picture and voice to be used by FutureStar Sports on all writings or audiovisual displays relating to promotional, endorsement and publicity activities, and all rights to the foregoing will belong exclusively to FutureStar Sports

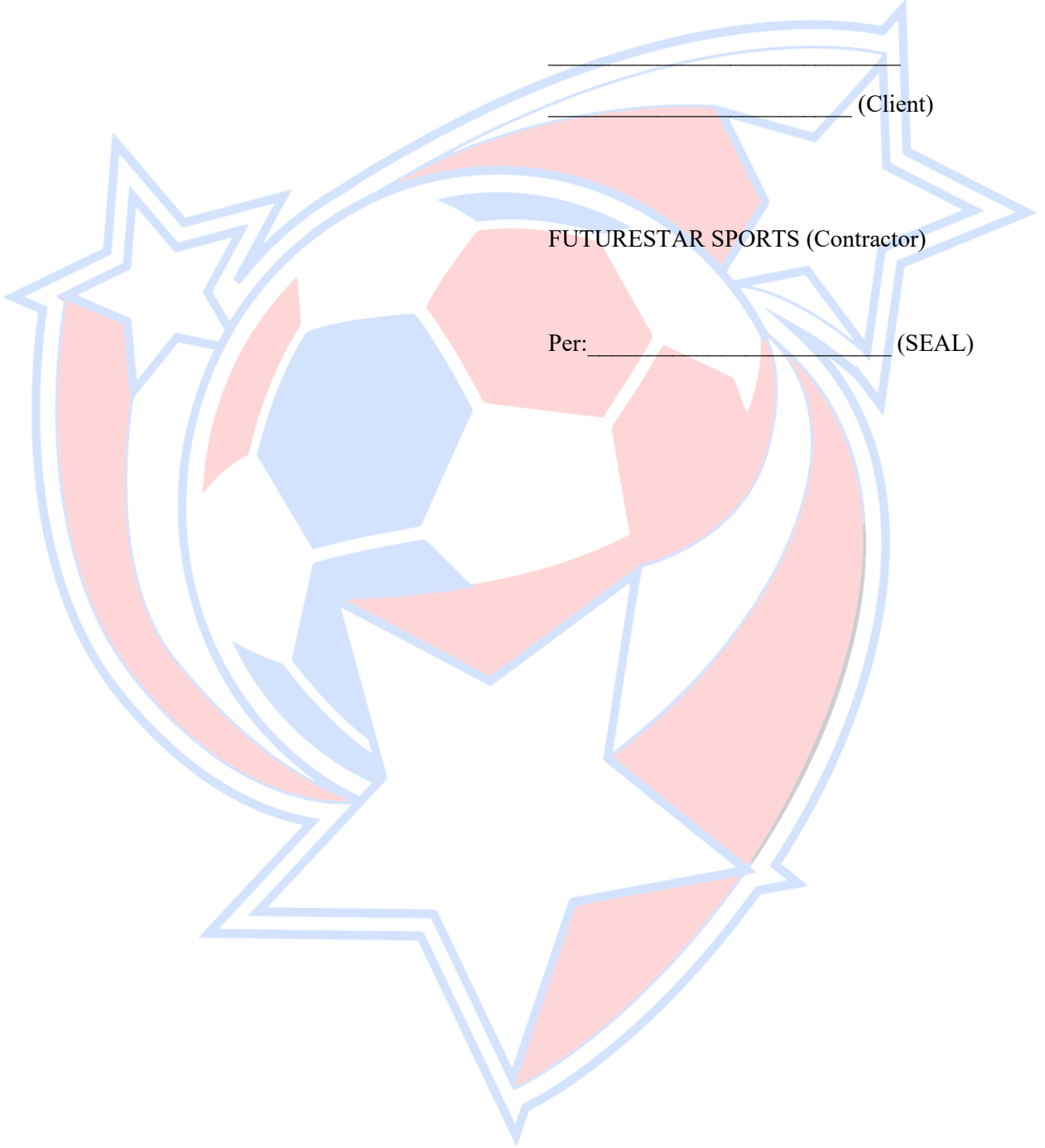


IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this day of _____.

(Client)

FUTURESTAR SPORTS (Contractor)

Per: _____ (SEAL)





Appendix A

Your Rights under the Ontario Consumer Protection Act, 2002

You may cancel this agreement at any time during the period that ends ten (10) days after the day you receive a written copy of the agreement. You do not need to give the supplier a reason for cancelling during this 10-day period.

If the supplier does not make delivery within 30 days after the delivery date specified in this agreement or if the supplier does not begin performance of his, her or its obligations within 30 days after the commencement date specified in this agreement, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

If the delivery date or commencement date is not specified in this agreement and the supplier does not deliver or commence performance within 30 days after the date this agreement is entered into, you may cancel this agreement at any time before delivery or commencement of performance. You lose the right to cancel if, after the 30-day period has expired, you agree to accept delivery or authorize commencement of performance.

In addition, there are other grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

However, if you cancel this agreement after having solicited the goods or services from the supplier and



having requested that delivery be made or performance be commenced within ten (10) days after the date this agreement is entered into, the supplier is entitled to reasonable compensation for the goods and services that you received before the earlier of the 11th day after the date this agreement was entered into and the date on which you gave notice of cancellation to the supplier, except goods that can be repossessed by or returned to the supplier.

Appendix A - continued

Ontario Consumer Protection Act - Return of Property

If the supplier requests in writing repossession of any goods that came into your possession under the agreement, you must return the goods to the supplier's address, or allow one of the following persons to repossess the goods at your address:

- The supplier.
- A person designated in writing by the supplier.

If you cancel this agreement, you must take reasonable care of any goods that came into your possession under the agreement until one of the following happens:

- The supplier repossesses the goods.
- The supplier has been given a reasonable opportunity to repossess the goods and twenty-one (21) days have passed since the agreement was cancelled.
- You return the goods.
- The supplier directs you in writing to destroy the goods and you do so in accordance with the supplier's instructions.