

CONTRACT NUMBER: E3_Mexico_Energy2010

BETWEEN:

NEXOS CONSULTING

- and -

Your Company _____
Hereinafter referred to as "ATTENDEE"

BACKGROUND

This document will perform as a bidding contract and will be applied for the purpose of the planning, coordination, performance and results of the event named "COMMERCIAL MISSION Canada-Mexico For the Oil & Gas Industry 2010" hereinafter referred to as "EVENT"

CONTRACT

The parties agree as follows:

1. The Background is part of this Contract as well as Schedule "A" and "B".

DEFINITIONS

2. In this Contract:

- (a) "Business Day" means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by Her Majesty the Queen in right of Alberta.
- (b) "Change Request" is a written request from the ATTENDEE to NEXOS CONSULTING or the other way around, to consider whether certain Services or Materials are about to be outside the scope of this Contract.
- (c) "Confidential Information" means NEXOS CONSULTING Confidential Information and ATTENDEE Confidential Information.
- (d) "Confidentiality Legislation" means any statutory or regulatory requirement, as amended, revised or substituted from time to time, to keep information confidential including the Freedom of Information and Protection of Privacy Act of Alberta.
- (e) "Contract" consists of the Request for Proposals, the Proposal and this document.
- (f) "Materials" include all the working papers, surveys, notes, plans, designs, reports, records, studies, drawings, examinations, assessments, procedures, specifications, evaluations, results, conclusions, interpretations, calculations, analyses, documents, writings, programs, data or any components of these, regardless of how they are represented, stored, produced, or acquired that are to be created and delivered under this Contract and are as described elsewhere in this Contract.

- (g) "NEXOS CONSULTING Confidential Information" means any information concerning NEXOS CONSULTING and/or third parties or any of the business or activities of NEXOS CONSULTING and/or third parties acquired by the ATTENDEE as a result of participation in this Contract, which is required by any Confidentiality Legislation to be kept confidential by NEXOS CONSULTING or is supplied by NEXOS CONSULTING in confidence including, but not limited to, such information that is contained in data management systems of NEXOS CONSULTING or is financial, personal data or business information and plans of or relating to NEXOS CONSULTING or third parties.
 - (h) "Personal Information" means recorded information about an identifiable individual, including:
 - (i) the individual's name, home or business address or home or business telephone number;
 - (ii) the individual's race, national or ethnic origin, colour or religious or political beliefs or associations;
 - (iii) the individual's age, sex, marital status or family status;
 - (iv) an identifying number, symbol or other particular assigned to the individual;
 - (v) the individual's fingerprints, other biometric information, blood type, genetic information or inheritable characteristics;
 - (vi) information about the individual's health and health care history including information about a physical or mental disability;
 - (vii) information about the individual's educational, financial, employment or criminal history, including criminal records where a pardon has been given;
 - (viii) anyone else's opinions about the individual; and
 - (ix) the individual's personal views or opinions, except if they are about someone else.
 - (i) "Services" include the functions, duties, tasks, and responsibilities as described in this Contract.
 - (j) "ATTENDEE Confidential Information" means information, supplied in confidence, concerning the ATTENDEE and/or third parties or any of the business or activities of the ATTENDEE and/or third parties and which is acquired by NEXOS CONSULTING as a result of participation in this Contract.
3. NEXOS CONSULTING agrees to perform the Services in accordance with the provisions of this Contract.
- (a) To review a detailed explanation of NEXOS CONSULTING Services to be performed during the EVENT go to Schedule "A".
4. The ATTENDEE shall:
- (a) submit a written report named "Technical Sheet" provided by NEXOS CONSULTING and also part of this Contract as Schedule "B", with all required information properly filled in with the sole purpose of assessing the product/services of ATTENDEE in order to properly perform the Services NEXOS CONSULTING will provide.

TERM

5. This Agreement shall start upon signing and end by the landing of ATTENDEE at his/her city of origin after EVENT takes place.

PAYMENT

6. (a) ATTENDEE agrees to pay the NEXOS CONSULTING the sum of \$5000 USD + GST totalling \$5,250 USD per person to perform the Services and for the planning and coordination of the EVENT. The ATTENDEE must cover the EVENT cost in accordance to the following schedule:

PAYMENT DEADLINE	USD	NOTES
1) Upon Agreement Signing	1750	Signing & 1st installment Deadline: July 2nd, 2010
2) August 2nd, 2010	1750	
3) September 1st, 2010	<u>1750</u>	
	<u>5250</u>	

- (b) Method of Payment. All instalments must be paid by Certified Cheque, Draft or Money Order payable to *Nexos Consulting Inc.* and must be mailed to *1503, 505 – 6 Street SW Calgary, AB, T2P 1X5, Canada.*

NON-ASSIGNABILITY

7. NEXOS CONSULTING shall not assign a third party or otherwise dispose of any of its rights, obligations, or interests in this Contract, without first getting the written notice with reasonable justification to ATTENDEES.

ATTENDEE REPLACEMENT

8. (a) The ATTENDEE may not, by any circumstances be replaced or substituted after July 30th, 2010 since all prior reservations relevant to the EVENT must be made without possible cancellation by said date.
- (b) If prior to July 30th the ATTENDEE decides to be replaced or substituted, he/she shall:
- (i) Give notice of his/her replacement with a written request to NEXOS CONSULTING within the time limit stated in clause 8.A and provide of an administration fee of \$95 USD in the same format as all previous instalments.

STATUTORY COMPLIANCE

9. Both parties shall:
- (a) Comply with the provisions of all laws, now in force or in force after the signing of this Contract, that expressly or by implication apply to both.

EVENT OWNERSHIP

10. (a) Ownership in all Materials including copyright, patent, trade secret, industrial design or trade mark that are made, prepared, developed, generated, produced or acquired under or in relation to this Contract by NEXOS CONSULTING, NEXOS CONSULTING's employees, subcontractors or agents belongs to NEXOS CONSULTING .

- (b) At all times Nexos Consulting Inc. shall have exclusive control and sole authority over the Event including but not limited to, planning, logistics, coordination, participants, content, marketing and promotion of the Event.
- (c) NEXOS CONSULTING
 - (i) shall ensure that its employees, subcontractors and agents irrevocably waive in whole all moral rights, to the negotiations and sales made, prepared, developed, generated, produced, or acquired under this Contract and declares that these waivers shall operate in favour of ATTENDEE and ATTENDEE's assignees and licensees.

CONFIDENTIALITY

11. (a) Both NEXOS CONSULTING & ATTENDEE's employees, subcontractors and agents shall, subject to any Confidentiality Legislation requirement:
- (i) not use, copy or disclose, except as necessary for the performance of the Services or upon written authorization of either party correspondently, any Confidential Information;
 - (ii) adhere to security standards for both parties' Confidential Information, including control of access to data and other information, using the same care and discretion NEXOS CONSULTING follows for its own Confidential Information, as specified in this Contract. NEXOS CONSULTING shall provide the ATTENDEE with notice of any changes to these standards. If changing the security standards for NEXOS CONSULTING Confidential Information increases the ATTENDEE's costs the ATTENDEE may submit a Change Request.
- (b) Prior to allowing any third party, other than NEXOS CONSULTING's subcontractors or agents, access to hardware, including loaner or replacement hardware, used by ATTENDEE and, ATTENDEE's employees, subcontractors or agents, NEXOS CONSULTING shall:
- (i) determine whether the hardware contains any information or software because of such use; and
 - (ii) contact and follow the instructions of NEXOS CONSULTING if such information or software is present.
- (c) NEXOS CONSULTING shall identify any and all ATTENDEE Confidential Information and specify in writing to ATTENDEE what harm could reasonably be expected from its disclosure. NEXOS CONSULTING does not warrant that this identification will preclude disclosure of ATTENDEE's Confidential Information if disclosure is determined to be required under the Confidentiality Legislation.
- (d) Confidential Information must be kept confidential the longer of six (6) years, the Confidentiality Legislation requirement, if any, to keep Confidential Information confidential, or so long as the party retains Confidential Information of the other party.
- (e) The ATTENDEE may disclose NEXOS CONSULTING Confidential Information to:
- (i) employees of the ATTENDEE and any corporation, company or other entity that it controls or controls it who have a need to know;

- (ii) the ATTENDEE's subcontractors and agents who have a need to know provided that the ATTENDEE has a similar confidentiality agreement with them as required of the parties by this clause 11; and
 - (iii) anyone else with NEXOS CONSULTING's prior written consent.
- (f) NEXOS CONSULTING and NEXOS CONSULTING's employees, subcontractors and agents shall, subject to any Confidentiality Legislation requirement:
 - (i) not use, copy or disclose, except as necessary for the performance of the Services or upon written authorization of the ATTENDEE, any ATTENDEE Confidential Information; and
 - (ii) Maintain security standards for ATTENDEE's Confidential Information, including control of access to data and other information, using the same care and discretion it follows for its own Confidential Information, as of the date of execution of this Contract. NEXOS CONSULTING shall provide the ATTENDEE with notice of any material changes to these standards.
- (g) Subject to any Confidentiality Legislation requirement, NEXOS CONSULTING may disclose ATTENDEE Confidential Information to:
 - (i) employees of NEXOS CONSULTING who have a need to know;
 - (ii) NEXOS CONSULTING's subcontractors and agents who have a need to know provided that NEXOS CONSULTING has a similar confidentiality agreement with them as required of the parties by this clause 11; and
 - (iii) anyone else with the ATTENDEE's, the ATTENDEE's subcontractor's or agent's prior written consent for their own Confidential Information.
- (h) A party has no obligation with respect to Confidential Information of the other party:
 - (i) that the first mentioned party already possesses without obligation of confidentiality; develops independently; or rightfully receives without obligation of confidentiality from another; or
 - (ii) that is or becomes publicly available without breach of this clause 11.
- (i) A party has no obligation under this clause 11 with respect to any ideas, concepts, know-how or techniques contained in the Confidential Information of the other party that are related to the first mentioned party's business activities ("Knowledge"). This, does not however, give such party the right to disclose, unless described elsewhere in this Contract:
 - (i) the source of the Knowledge;
 - (ii) any financial, statistical, or personal data; or
 - (iii) the other party's business plans.
- (j) Each party may disclose Confidential Information of the other party to their legal counsel who has an obligation to keep that information confidential.
- (k) The disclosure of a party's Confidential Information does not grant to the other party any license under any patents or copyrights.
- (l) Except for timely disclosure required to be made by any lawful government authority or regulatory body, by any stock exchange or operation of law, including but not limited to any Confidentiality Legislation, and except for public disclosure made by NEXOS

CONSULTING, mindfully taking into consideration the sensitivity of specific confidentiality in this Contract, no press release or other public announcement relating to this Contract shall be issued without the prior written consent of each party to the specific content and form of such press release or announcement. Each party shall use reasonable efforts to disclose such release or announcement proposed by it to the other party as soon as reasonably possible and the other party will use reasonable efforts to approve or otherwise comment on such release or announcement without delay.

RECORDS OF PERSONAL INFORMATION

12. NEXOS CONSULTING shall for all records of Personal Information which are disclosed to NEXOS CONSULTING under this Contract, including those records which are collected, used or stored on behalf of ATTENDEE, store them only in Alberta.

LIABILITY DISCLAIMER

13. NEXOS CONSULTING does not provide liability insurance for the protection of individuals, groups, organizations, businesses, spectators, or others who may participate in the EVENT. However, ATTENDEES must be covered by insurance included in this EVENT's package to cover themselves against any risks.

In consideration for your participation in said EVENT, the individual, group, organization, business, spectator, or other, does hereby release and forever discharge the NEXOS CONSULTING, and its officers, board, and employees, jointly and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the EVENT.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected situations, injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or state providing substance that releases shall not extend to claims, demands, injuries, or damages which are known or unsuspected to exist at this time, to the person executing such release, are hereby expressly waived.

I hereby agree on behalf of my heirs, executors, administrators, and assigns, to indemnify the NEXOS CONSULTING and its officers, board and employees, joint and severally from any and all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by participating in the EVENT.

It is further understood and agreed that said participation in the EVENT is not to be construed as an admission of any liability and acceptance of assumption of responsibility by NEXOS CONSULTING, its officers, board, and employees, jointly and severally, for all damages and expenses for which NEXOS CONSULTING, its officers, board and employees, become liable as a result of any alleged act of the parade participant.

INSURANCE

14. Insurance is included in EVENT's price and is mandatory for every ATTENDEE in order for it to be attending the EVENT. Lack of compliance of this term will result in immediate termination of this contract.

INDEPENDENCE STATEMENT

15. The ATTENDEE is a client therefore completely independent for the purposes of this Contract and shall not be deemed to be a servant, employee or agent of NEXOS CONSULTING.

NOTICES

16. (a) Any notice or payment to be made under this Contract shall be deemed given to the other party if in writing and personally delivered; sent by prepaid registered mail; or sent by facsimile transmission; addressed as follows:

NEXOS CONSULTING
Address: 1503, 505 – 6 Avenue SW, Calgary, AB, T2P 0V1, Canada.
Attention: Nicole Granados
Fax: (403) 456 6102
Email: nicole@nexosconsulting.com

The ATTENDEE:
Address:
Attention:
Fax:
Email:

- (b) The address of either party may be changed to any other address in Alberta by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted, if delivery or transmission is on a Business Day. All notices and payments sent by prepaid registered mail shall be deemed to be received on the fourth Business Day following mailing in any Post Office in Canada, except in the case of postal disruption, and then any notice or payment shall be given by telegram, facsimile transmission or personally served.

SUBSTITUTION & TERMINATION

17. (a) ATTENDEE may be substituted before and until July 30th, 2010 by written notice and causing a \$75 USD administration fee. If ATTENDEE cannot attend the EVENT and is unable to find a substitute prior to said date, no refund shall be given.
- (b) If this Contract is terminated:
- (i) By ATTENDEE, no refund shall be given.
 - (ii) NEXOS CONSULTING shall only have to refund the ATTENDEE if NEXOS CONSULTING decides to terminate this contract because of reasons other than the ones stated at clause 13.

SAFETY AND SECURITY

18. The ATTENDEE, ATTENDEE's employees, subcontractors and agents shall stay with the group at all times during the EVENT. If during the time of the EVENT, ATTENDEE decides to go on its own somewhere else, it will be at its own risk and NEXOS CONSULTING shall not be liable at all.

19. (a) NEXOS CONSULTING designates Nicole Granados of the Development and Trade Division as NEXOS CONSULTING's representative for this Contract.
- (b) NEXOS CONSULTING may change the designation in clause 19(a) by sending written notice to the ATTENDEE of such change.

CHANGE REQUEST PROCESS

20. (a) If NEXOS CONSULTING requests the ATTENDEE to produce Materials or incur in certain actions which the ATTENDEE considers outside the scope of this Contract, the ATTENDEE shall immediately, upon noticing such scope deviation or potential scope deviation, send a Change Request to NEXOS CONSULTING.
- (b) If the ATTENDEE is of the opinion that some aspect of the Services or the Materials will fall outside the scope of this Contract, the ATTENDEE shall immediately, upon noticing such scope deviation or potential scope deviation, send a Change Request to NEXOS CONSULTING.
- (c) The Change Request shall contain the following information:
- (i) a description of the applicable Services or Materials including the ATTENDEE's reasons for considering them outside the scope of this Contract;
 - (ii) a description of the consequences of performing or not performing the Services or producing or not producing the Materials including any effects on this Contract's scheduling.
- (d) NEXOS CONSULTING shall determine whether the Services or Materials in the Change Request are within or outside the scope of this Contract.
- (e) If NEXOS CONSULTING considers the Services or Materials specified in the Change Request outside the scope of this Contract, NEXOS CONSULTING may:
- (i) Decide not to have the tasks completed or
 - (ii) Request the ATTENDEE to complete some or all of the tasks at an agreed cost for ATTENDEE.

DISPUTE RESOLUTION

21. (a) The parties shall use reasonable effort to resolve any dispute via a meeting between NEXOS CONSULTING's representative for this Contract and a representative of the ATTENDEE.
- (b) If the parties' representatives cannot resolve the dispute, NEXOS CONSULTING or NEXOS CONSULTING's representative shall make a decision.
- (c) If the ATTENDEE disagrees with NEXOS CONSULTING's decision under clause 21(b), the ATTENDEE shall have ten (10) days from the date of receipt of NEXOS CONSULTING's decision to provide written notice to NEXOS CONSULTING requiring the matter be submitted for arbitration, or the ATTENDEE shall be deemed to have accepted NEXOS CONSULTING's decision. All arbitrations shall be held in Calgary, Alberta before a single

arbitrator to be mutually agreed upon. If the parties cannot agree on an arbitrator within fifteen (15) Business Days of the receipt of NEXOS CONSULTING's decision under clause 21(b), either party may apply, within twenty (20) Business Days of receipt of NEXOS CONSULTING's decision under clause 21(b), to a Justice of the Court of Queen's Bench of Alberta to have an arbitrator appointed. Both parties shall present evidence to the arbitrator within ten (10) Business Days after the appointment of the arbitrator. The decision of the arbitrator shall be issued within thirty (30) days after the arbitrator is appointed. Except as modified in this Contract, the provisions of the Arbitration Act of Alberta, as amended, modified or substituted from time to time shall govern the arbitration process.

- (d) Despite any other provision of this Contract, the following matters are excluded from arbitration:
- (i) a decision by NEXOS CONSULTING to allow this Contract to expire in accordance with clause 5;
 - (ii) any claims involving third parties;
 - (iii) intellectual property claims whether initiated by third parties or by the parties to this Contract;
 - (iv) a decision by NEXOS CONSULTING to terminate this Contract pursuant to clause 17;
 - (v) a decision by NEXOS CONSULTING not to proceed with a Change Request; and
 - (vi) a decision by NEXOS CONSULTING requiring the ATTENDEE to proceed with a Change Request approved by NEXOS CONSULTING.

CONFLICT OF INTEREST AND ETHICAL CONDUCT

22. (a) The ATTENDEE shall ensure that there is not a conflict of interest or an apparent conflict of interest on the part of the ATTENDEE or the ATTENDEE's employees, subcontractors or agents in relation to the Services, and all Services shall be performed in accordance with high ethical standards, including without limitation the following:
- (i) the ATTENDEE shall not influence, or seek to influence, or otherwise take part in a decision of NEXOS CONSULTING knowing that the decision might further the ATTENDEE's private interests;
 - (ii) where the Services involve providing advice, making recommendations to NEXOS CONSULTING or exercising discretionary authority regarding a right, permission, privilege, status, contract or benefit, then such advice, recommendations or discretion must be provided, made or carried out impartially and without bias;
 - (iii) except for payment as set out in this Contract, the NEXOS CONSULTING shall not accept any collateral gift, payment, commission or other direct benefit arising from or connected to the performance of the Services;
 - (iv) the ATTENDEE, upon request by NEXOS CONSULTING, shall deliver copies of all written ethical standards, conflict of interest policies and codes of conduct established or observed by the ATTENDEE in its business practices or in relation to its employees or subcontractors; and
- (b) In the event the ATTENDEE becomes aware of any matter that causes or is likely to cause a conflict of interest in relation to the NEXOS CONSULTING's performance of the Services, the ATTENDEE shall immediately disclose such matter to NEXOS CONSULTING in writing.

Upon such disclosure, the NEXOS CONSULTING shall not commence or continue performance of the Services without the prior written consent of Attendee's. If NEXOS CONSULTING is of the opinion the ATTENDEE is in a conflict of interest, NEXOS CONSULTING may terminate this Contract.

SURVIVAL OF TERMS

23. Despite any other provision of this Contract, those clauses which by their nature continue after the conclusion or termination of this Contract shall continue after such conclusion or termination, including:
- (a) clause 10 Material Ownership
 - (b) clause 11 Confidentiality
 - (c) clause 13 Liability Disclaimer
24. In the case of conflicts, discrepancies, errors or omissions, this document and any amendments; the documents and amendments to them shall take precedence and govern in the following order:
- (a) this document
 - (b) Amendments

GENERAL

25. The ATTENDEE shall
- (a) ensure that its employees comply with the provisions of this Contract, and
 - (b) contract with its subcontractors and agents to comply with the provisions of this Contract.
26. Each party shall perform the acts, execute and deliver the writings, and give the assurances necessary to give full effect to this Contract.
27. Time is of the essence of this Contract.
28. This Contract contains the entire agreement of the parties concerning the subject matter of this Contract and no other understandings or agreements, verbal or otherwise, exist between the parties.
29. The rights, remedies and privileges of NEXOS CONSULTING under this Contract are cumulative and any one or more may be exercised.
30. The parties shall not change this Contract except by written agreement.
31. This Contract shall be interpreted and applied in the courts, and according to the laws in force, in the Province of Alberta.
32. This Contract shall be for the benefit of and binds the successors and assigns of the parties.
33. The headings in this document have been included for convenience only and they do not define, limit or enlarge the scope or meaning of this document or any part of it.

- 34. In this Contract words in the singular include the plural and words in the plural include the singular.

- 35. This Contract may be executed in any number of counterparts or by facsimile or electronically, each of which shall be deemed an original and all of which shall together constitute one and the same contract.

The parties have made this Contract.

NEXOS CONSULTING Represented by

ATTENDEE

(Company) _____

Represented by

Name _____

Name _____

Signature

Signature

Title

Title

Date

Date

Schedule "A"

MISSION AGENDA / SCHEDULE

ALL SERVICES, TOURS, PARTICIPANTS ETC TO BE INCLUDED HERE.

Schedule "B"

TECHNICAL SHEET – TO BE FILLED BY COMPANIES