

**CLIENT SERVICES ENGAGEMENT AGREEMENT  
(ELECTRONIC / CLICK-WRAP)**

**THIS CLIENT SERVICES ENGAGEMENT AGREEMENT** (this “**Agreement**”) is entered into effective as of the date on which the Client electronically accepts this Agreement through Sidekick’s client intake process (the “**Effective Date**”).

**BETWEEN:**

**SIDEKICK AI ORCHESTRATION LTD.**, a corporation incorporated under the laws of the Province of British Columbia

(“**Sidekick**” or the “**Company**”)

**AND:**

The individual or legal entity completing the intake process and accepting this Agreement

(the “**Client**”)

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sidekick and the Client (each, a “**Party**” and, together, the “**Parties**”) covenant and agree as follows:

**1. SERVICES**

**1.1 Engagement**

Subject to the terms and conditions of this Agreement, Sidekick is engaged to provide certain artificial intelligence (“**AI**”) orchestration, configuration, workflow design, onboarding, documentation, refinement, and related advisory services (collectively, the “**Services**”), as selected by the Client during Sidekick’s intake process and as described on Sidekick’s website or otherwise communicated to the Client in writing.

**1.2 Nature and Scope of Services**

The Services are limited to the configuration, customization, and enablement of AI-powered tools, workflows, prompts, automations, and systems designed to support productivity, organization, and operational efficiency. Sidekick configures and delivers tools and systems only and does not control, monitor, supervise, or restrict how the Client or any end-user utilizes the Services or any outputs following delivery. For greater certainty, Sidekick does not operate, host, supervise, or control the Client’s post-delivery use of any AI tools, models, or systems.

**1.3 Standard of Performance**

Sidekick shall perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards for similar services.

## **2. REGULATORY AND PROFESSIONAL USE ACKNOWLEDGEMENTS**

### **2.1 No Regulated Professional Services**

The Client expressly acknowledges and agrees that Sidekick is not a regulated professional service provider and does not provide legal, accounting, financial, investment, tax, medical, compliance, or other regulated or licensed advice.

Sidekick expressly recommends that the Client seek independent advice from its own legal counsel, accountants, financial advisors, compliance professionals, and other professional advisors, as applicable, prior to relying on or implementing any AI Outputs in connection with the Client's business or professional activities, and the Client acknowledges that it is solely responsible for obtaining such advice and for any decisions made in reliance on AI Outputs.

### **2.2 AI Outputs as Productivity Tools**

All outputs, configurations, workflows, prompts, and materials generated, enabled, or delivered through the Services (collectively, "**AI Outputs**") are productivity and organizational tools only. AI Outputs do not constitute professional opinions, determinations, or advice and are not a substitute for independent professional judgment.

### **2.3 Regulated Professions**

Where the Client operates in a regulated profession or industry, the Client expressly acknowledges and agrees that:

- (a) any use of AI Outputs in connection with professional, regulatory, or compliance obligations is undertaken solely at the Client's discretion and sole risk;
- (b) Sidekick is not the regulated actor and has no responsibility for the Client's professional conduct or regulatory compliance; and
- (c) all regulatory, ethical, and professional obligations remain the sole responsibility of the Client.

### **2.4 No Restriction on Use**

Except as expressly limited by the License (as defined herein) granted under Section 5.9 and the incorporated Sidekick Terms of Service, Sidekick does not restrict how the Client or any of its end users utilize AI Outputs following delivery. Responsibility for use, interpretation, reliance, and downstream consequences rests entirely with the Client.

## **3. CLIENT RESPONSIBILITIES**

### **3.1 Information Supplied by Client**

The Client shall provide accurate, complete, and lawful information reasonably required for Sidekick to perform the Services and acknowledges that Sidekick is entitled to rely on such information without independent verification.

### **3.2 Third-Party Information**

The Client represents and warrants that it has all necessary rights, permissions, and authority to provide any third-party information, documents, or data supplied to Sidekick and that such provision does not infringe or violate any third-party rights or applicable law.

### **3.3 Responsibility for Use**

The Client is solely responsible for reviewing, validating, and determining the appropriateness of any AI Outputs prior to use or reliance.

## **4. CONFIDENTIAL INFORMATION**

### **4.1 Definition**

For the purposes of this Agreement, “**Confidential Information**” means any information, whether or not originated by the Client or Sidekick, that relates to the business, affairs, operations, technology, services, clients, or strategies of a Party or its affiliates and is confidential or proprietary in nature, whether disclosed orally, visually, electronically, or in writing, and whether or not marked or designated as confidential. Confidential Information includes, without limitation:

- (a) business operations, internal workflows, system architectures, prompt libraries, orchestration logic, automation structures, configuration files, documentation, and methodologies;
- (b) financial information, pricing, commercial terms, and strategic plans;
- (c) technical information, product roadmaps, research and development initiatives, and non-public features or capabilities;
- (d) trade secrets, know-how, inventions, designs, processes, and intellectual property;
- (e) information relating to a Party's clients, suppliers, or partners;
- (f) work product and outputs resulting from or relating to the Services; and
- (g) any information belonging to third parties that a Party is obligated to keep confidential.

### **4.2 Obligations of Confidence**

Each Party acknowledges that the Confidential Information of the other Party is a valuable and unique asset. During the term of this Agreement and thereafter, the receiving Party shall:

- (a) maintain all Confidential Information in strict confidence;
- (b) use Confidential Information solely for the purposes of performing or receiving the Services under this Agreement;

- (c) not disclose Confidential Information to any third party except to its employees, contractors, or professional advisors who have a bona fide need to know and who are bound by written confidentiality obligations no less protective than those contained herein; and
- (d) protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no event less than a reasonable standard of care.

#### **4.3 Exclusions**

Confidential Information does not include information that the receiving Party can demonstrate:

- (a) is or becomes publicly available through no act or omission of the receiving Party;
- (b) was lawfully in the receiving Party's possession prior to disclosure by the disclosing Party;
- (c) is independently developed by the receiving Party without reference to or use of the disclosing Party's Confidential Information; or
- (d) is lawfully obtained from a third party without restriction and without breach of any confidentiality obligation.

#### **4.4 Compelled Disclosure**

The receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, or court order, provided that (to the extent legally permitted) the receiving Party gives prompt written notice to the disclosing Party and cooperates in seeking a protective order or other appropriate remedy.

#### **4.5 Return or Destruction**

Upon termination or expiration of this Agreement, or earlier upon written request, the receiving Party shall promptly return or destroy all Confidential Information of the disclosing Party in its possession or control, save and except that one archival copy may be retained solely for legal compliance purposes.

#### **4.6 Remedies**

The Parties acknowledge that any unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be an insufficient remedy. Accordingly, the disclosing Party shall be entitled to seek injunctive relief, specific performance, or other equitable remedies, in addition to any other remedies available at law or in equity, without the necessity of posting a bond.

#### **4.7 Survival**

The obligations set out in this Section 4 shall survive the termination or expiration of this Agreement indefinitely.

## 5. INTELLECTUAL PROPERTY; WORK PRODUCT; MORAL RIGHTS

### 5.1 Definitions

For the purposes of this Agreement:

- (a) “**Innovations**” means all discoveries, designs, developments, improvements, inventions, works of authorship, information fixed in any tangible medium of expression, trade secrets, know-how, ideas, mask works, trademarks, service marks, trade names, and trade dress, whether or not protectable under applicable law; and
- (b) “**Sidekick Innovations**” means all Innovations that: (i) result from or relate to the provision of the Services; (ii) are conceived, created, developed, derived, or reduced to practice by Sidekick in connection with the Services; (iii) are based on or incorporate Sidekick’s Confidential Information or pre-existing intellectual property; or (iv) relate to Sidekick’s business, products, or actual or demonstrably anticipated research and development activities.

### 5.2 Ownership

All Sidekick Innovations shall be the exclusive property of the Company, and the Company shall have sole discretion to deal with Sidekick Innovations. The Client agrees that no intellectual property rights in the Sidekick Innovations are or shall be retained by the Client. For greater certainty, all work resulting from the provision of the Services is the sole property of the Company, as the first author for copyright purposes, and all copyright shall vest in the Company or its designee. Any use by the Client of deliverables, work product, configurations, or AI Outputs is strictly subject to the License expressly granted under Section 5.9, and no implied license or other right is granted.

### 5.3 Out-of-Scope Innovations

If the Client incorporates any pre-existing or unrelated Innovations into Sidekick Innovations, the Client grants the Company a royalty-free, transferable, irrevocable, worldwide, fully paid-up license to exploit such Innovations and agrees not to incorporate third-party Innovations without prior written consent.

### 5.4 Assignment by Client

To the extent that the Client may be deemed to have any right, title, or interest in or to any Sidekick Innovations or improvements thereon (collectively, “**Improvements**”), whether by operation of law or otherwise, the Client hereby irrevocably assigns, transfers, and conveys to Sidekick all such right, title, and interest, worldwide and in perpetuity, including all associated intellectual property rights. The Client agrees to execute such further documents and do such further acts as Sidekick may reasonably request to give full effect to this assignment.

### 5.5 License Back

To the extent that any assignment under Section 5.4 is deemed ineffective under applicable law, the Client hereby grants to Sidekick an exclusive, royalty-free, irrevocable,

perpetual, worldwide, transferable, and sublicensable license to use, reproduce, modify, exploit, and commercialize such rights for any purpose.

## **5.6 Moral Rights Waiver**

To the fullest extent permitted by applicable law, the Client irrevocably waives, and agrees never to assert, any and all moral rights, rights of attribution, rights of integrity, or similar rights it may have now or in the future in respect of any Sidekick Innovations, Improvements, work product, or AI Outputs, in favour of Sidekick and its successors and assigns.

## **5.7 Power of Attorney**

If the Client fails to execute any document reasonably required to perfect Sidekick's rights under this Section 5, the Client hereby irrevocably appoints Sidekick as its attorney-in-fact to execute such documents on the Client's behalf, such appointment being coupled with an interest and irrevocable.

## **5.8 License Grant and Use Restrictions**

Subject to the Client's full payment of all applicable fees and continued compliance with this Agreement and Sidekick's Terms of Service, Sidekick hereby grants to the Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable license (the "**License**") to use the specific AI Outputs, AI configurations, workspaces, workflows, prompts, automations, documentation, and related materials delivered to the Client as part of the Services (collectively, the "**Deliverables**") solely for the Client's own personal, individual, professional use.

For greater certainty:

- (a) the License is granted to the Client and may not be assigned, transferred, or shared with any other person or entity;
- (b) no ownership interest or other proprietary right in the Deliverables is transferred to the Client, and all right, title, and interest in and to the Deliverables remain exclusively with Sidekick; and
- (c) the License is time-limited and continues only for so long as permitted under this Agreement and Sidekick's Terms of Service, unless earlier terminated in accordance with this Agreement.

## **5.9 Use Restrictions**

Except as expressly permitted in writing by Sidekick, the Client shall not, directly or indirectly:

- (a) redistribute, disclose, or make available the Deliverables, in whole or in part, to any third party, whether for compensation or at no charge;
- (b) sell, sublicense, lease, rent, or otherwise commercialize access to the Deliverables or any system, tool, or service built using them;

- (c) use the Deliverables to build, configure, or operate AI systems for third parties, whether as a service, product, or internal tooling for another organization;
- (d) create derivative works based on the Deliverables that are distributed, sold, or used by any party other than the Client;
- (e) white-label, rebrand, or hold out any portion of the Deliverables as the Client's own for resale or distribution;
- (f) reverse-engineer, disassemble, decompile, or otherwise attempt to extract or replicate the underlying methodology, architecture, prompt structures, or system design of the Deliverables for commercialization or competitive purposes; or
- (g) upload, publish, or make available the Deliverables on any public or private repository, marketplace, platform, or shared environment.

#### **5.10 Proprietary and Confidential Nature**

The Client acknowledges that the Deliverables are proprietary and confidential to Sidekick and constitute Confidential Information of the Company. The Client shall protect the Deliverables with at least the same degree of care used to protect the Client's own confidential information, but in no event less than a reasonable standard of care.

#### **5.11 Termination of License**

Sidekick may immediately terminate the License upon written notice if the Client breaches Section 5.9 or any applicable license restriction. Upon termination:

- (a) the License shall automatically and immediately terminate;
- (b) the Client shall permanently delete and destroy all copies of the Deliverables in its possession or control; and
- (c) Sidekick shall retain all rights and remedies available at law or in equity in respect of any unauthorized use or commercialization.

#### **5.12 Survival**

This Section 5 shall survive the termination or expiration of this Agreement without limitation.

### **6. NO WARRANTY ON AI OUTPUTS**

**THE CLIENT ACKNOWLEDGES THAT AI OUTPUTS MAY BE INACCURATE, INCOMPLETE, OR UNSUITABLE FOR THE CLIENT'S PURPOSES. SIDEKICK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, LEGALITY, OR FITNESS FOR ANY PURPOSE OF ANY AI OUTPUTS. ALL AI OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE."**

## **7. TERM AND TERMINATION**

### **7.1 Term**

This Agreement commences on the Effective Date and continues for the duration of the Services package selected by the Client, which may include, unless earlier terminated in accordance with this Agreement:

- (a) an initial configuration and delivery phase;
- (b) a defined post-delivery refinement or support window; and
- (c) any optional ongoing services agreed to by the Parties.

### **7.2 Completion of Services**

Unless otherwise agreed in writing, the engagement concludes upon completion of the Services package and expiry of any included refinement period.

### **7.3 Termination for Convenience**

Sidekick may terminate this Agreement at any time upon written notice if the Client breaches this Agreement or if continuation of the engagement would expose Sidekick to undue risk or liability.

### **7.4 Effect of Termination**

Upon termination or expiration of this Agreement for any reason, all rights and obligations of the Parties accrued prior to such termination or expiration shall survive, and all provisions which by their nature are intended to survive shall survive, including, without limitation, Sections relating to Confidential Information, Intellectual Property, Moral Rights, No Warranty on AI Outputs, Limitation of Liability, Governing Law, Independent Legal Advice, and the incorporation and paramountcy of Sidekick's Terms of Service and Privacy Policy, as well as Sections relating to Non-Reliance, Indemnity, and Exclusion of Fiduciary Duties.

## **8. INDEPENDENT CONTRACTOR RELATIONSHIP**

### **8.1 Independent Contractor**

The Parties expressly agree that Sidekick is engaged as an independent contractor. Nothing in this Agreement creates or shall be deemed to create any partnership, joint venture, agency, fiduciary, or employment relationship between the Parties. For greater certainty, no fiduciary duties of any kind are owed by Sidekick to the Client in connection with this Agreement or the Services.

### **8.2 No Authority**

Neither Party has any right or authority to bind the other or to make any representation, warranty, or commitment on behalf of the other.

### **8.3 Taxes and Benefits**

Sidekick is solely responsible for all taxes, withholdings, statutory remittances, insurance, and similar obligations relating to its personnel. The Client shall not provide any employment-related benefits to Sidekick or its representatives.

## **9. LIMITATION OF LIABILITY**

### **9.1 Excluded Damages**

To the maximum extent permitted by law, Sidekick shall not be liable for any indirect, incidental, consequential, punitive, or special damages, including loss of profits, revenue, or business opportunity.

### **9.2 Liability Cap**

Sidekick's aggregate liability arising out of or relating to this Agreement shall not exceed the fees actually paid by the Client to Sidekick in respect of the Services giving rise to the claim.

## **10. INDEPENDENT LEGAL ADVICE**

The Client is encouraged to seek independent legal advice before accepting this Agreement. If the Client does not obtain such advice, it acknowledges that it has voluntarily chosen not to do so. Sidekick does not provide legal, regulatory, or professional advice to the Client in connection with this Agreement or the Services.

## **11. GENERAL**

### **11.1 Entire Agreement; Incorporated Policies; Paramountcy**

This Agreement, together with Sidekick's Terms of Service and Privacy Policy (as each may be amended from time to time), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or representations. The Client acknowledges and agrees that it has reviewed Sidekick's Terms of Service and Privacy Policy, which are hereby incorporated by reference. In the event of any conflict or inconsistency between this Agreement and the Terms of Service or Privacy Policy, this Agreement shall govern and prevail.

Without limiting the foregoing, the Parties acknowledge that the License granted under Section 5.9 is intended to align with and give contractual effect to the "*Sidekick Solo — Individual License Terms*" set out in the Terms of Service. In the event of any conflict or inconsistency, this Agreement shall govern with respect to the Services engagement and License grant, and the Terms of Service shall govern with respect to general platform use and standard policies.

### **11.2 Non-Reliance**

The Client acknowledges and agrees that, in entering into this Agreement, it has not relied upon any representation, warranty, statement, or assurance, whether oral or written, other

than those expressly set out in this Agreement. Without limiting the foregoing, the Client acknowledges that it has not relied on any representation regarding the accuracy, completeness, or suitability of any AI Outputs.

### **11.3 Injunctive Relief**

The Parties agree that the Client's obligations under this Agreement are of a unique character that gives them particular value, and that the Client's breach of any of these obligations will cause irreparable and continuing damage to the Company for which money damages are insufficient. The Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), without the need to post a bond.

### **11.4 Reasonableness of Restrictions**

The Client acknowledges that the restrictions contained in Sections 4, 5, 6, and 7 are, in view of the nature of the business of the Company, reasonable and necessary to protect the legitimate interests of the Company, that Sidekick would not have entered into this Agreement in the absence of such restrictions, and that any violation of any provision of those Sections could result in irreparable injury to the Company.

### **11.5 Indemnity**

The Client agrees to indemnify the Company from all losses, claims, actions, damages, assessments, or demands (including reasonable legal fees and expenses) which result from negligent acts or omissions of the Client or the Client's use or misuse of the Services or AI Outputs.

### **11.6 Notice**

Any notice, request, demand, or other communication hereunder shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile or email, when sent, if sent during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day; or (e) by certified or registered mail, return receipt requested, upon verification of receipt.

### **11.7 Legal Costs**

Each Party will be responsible for all of its own expenses, legal and other professional fees, disbursements, and all other costs incurred in connection with the negotiation, preparation, execution, and delivery of this Agreement and all documents and instruments relating hereto.

### **11.8 Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remainder of this Agreement shall remain in full force and effect.

### **11.9 Time of the Essence**

Time shall be of the essence of this Agreement.

### **11.10 Assignment**

The Client may not sell, assign, or transfer any rights or interests created under this Agreement or delegate any of the Client's duties without the prior written consent of the Company.

### **11.11 Interpretation**

The headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Words importing the singular include the plural and vice versa, and words importing gender include all genders

### **11.12 Data Processing and Third-Party AI Providers**

The Client acknowledges that the Services may involve the use of third-party AI models, platforms, or service providers, and that the collection, use, storage, and processing of data in connection with the Services are governed by Sidekick's Privacy Policy. Sidekick makes no representations regarding the operations of third-party AI providers and disclaims all liability arising from their acts or omissions.

### **11.13 Governing Law and Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the federal laws of Canada applicable therein, and each Party irrevocably submits to the exclusive jurisdiction of courts of competent jurisdiction in the Province of British Columbia.

### **11.14 Counterparts and Electronic Execution**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and counterparts may be executed electronically, each of which shall be deemed an original.