

**CONSULTING AGREEMENT****AGREEMENT FOR CONSULTING SERVICES (the "Agreement")****BETWEEN:**

Royal Canadian Mounted Police of 100 East White Hills Road, St. John's, Newfoundland and Labrador  
(the "Client")

- AND -

Bulletproof Forensic Consulting Ltd. of 120, 11012 MacLeod Trail SE, Calgary, Alberta  
(the "Consultant").

**BACKGROUND:**

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Consultant 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 the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

1. The Client hereby agrees to engage the Consultant to provide the Client with services (the "Services") consisting of:
  - o Review of materials, research and analysis with respect to the shooting and firearms related evidence in the "DUNPHY Investigation".  
The analysis of the shooting and firearms related evidence will then be compared to any relevant witness statements and/or re-enactments provided by the Client with resulting opinions summarized in a written report.
2. The Services will also include any other tasks that the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

**Term of Agreement**

3. The term of this Agreement (the "Term") will begin on the date both Parties have signed 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 by mutual written agreement of the Parties.
4. Either Party through written notice to the other Party may terminate this Agreement at any time. However, the terms of the Agreement shall remain in effect until all obligations outlined in this Agreement are fulfilled.

#### **Performance**

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

#### **Currency**

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

#### **Compensation**

7. For the Services rendered by the Consultant as required by this Agreement, as outlined in Paragraph 1, the Client will provide compensation (the "Compensation") to the Consultant of [REDACTED] per hour to a maximum of 15 hours.
8. The Compensation will be payable upon completion of the Services, net 30 days.
9. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

#### **Reimbursement of Expenses**

10. The Consultant will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Consultant in connection with providing the Services hereunder.
11. The Consultant will furnish statements and vouchers to the Client for all such expenses.

#### **Confidentiality**

12. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

13. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client. This obligation will survive indefinitely upon termination of this Agreement.
14. All written and oral information and material disclosed or provided by the Client to the Consultant 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 the Consultant.

**Return of Property**

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

**Capacity/Independent Contractor**

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

**Notice**

17. 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. Royal Canadian Mounted Police  
100 East White Hills Road  
St. John's, Newfoundland and Labrador, A1A 5J7  
Email: Steve.D.Burke [REDACTED]
- b. Bulletproof Forensic Consulting Ltd.  
32 Westmount Circle  
Okotoks, Alberta, T1S 0B6  
Email: dbar [REDACTED]

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

**Indemnification**

18. Each Party to this Agreement will indemnify and hold harmless the other Party, as permitted by law, from and against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever to the extent that any of the foregoing is directly or proximately caused by the negligent or wilful acts

or omissions of the indemnifying Party or its agents or representatives and which result from or arise out of the indemnifying Party's participation in this Agreement. This indemnification will survive the termination of this Agreement.

#### **Insurance**

19. The Consultant will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Consultant based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

#### **Limitation of Liability**

20. It is understood and agreed that the Consultant will not be liable to the Client, or any agent or associate of the Client, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

#### **Additional Clauses**

21. Court appearances or other legal testimony will be billed at a per diem rate of \$ [REDACTED] per day plus expenses and includes waiting time. Consultant shall be entitled to reimbursement from Client for all reasonable travel related expenses including but not limited to lodging, meals, car rental and airfare. Travel time will be billed at one-third the hourly rate, or \$ [REDACTED] per hour.

#### **Dispute Resolution**

22. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.
23. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Province of Alberta. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Province of Alberta.

#### **Modification of Agreement**

24. 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.

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

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

**Assignment**

26. The Consultant 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.

**Entire Agreement**

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

**Enurement**

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

**Titles/Headings**

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

**Gender**

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

**Governing Law**

31. 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 Alberta, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

32. 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.

**Waiver**

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33. 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.

IN WITNESS WHEREOF the Parties have duly affixed their signatures.

S. Sachse, Supt.  
OIC Provincial Policing  
Royal Canadian Mounted Police (Client)  
By: [Signature] / S. Sachse, Supt.  
RCMP Div. 5, Moncton, NL A1A 3T5

Per: [Signature]

Date: 2015-11-19

Bulletproof Forensic Consulting Ltd. (Consultant)

Per: [Signature]

Date: 2015-11-20