



# MASTER SERVICE AGREEMENT

Effective Date: 26th March 2026

## TABLE OF CONTENTS

1. Definitions
2. Relationship Between MSA and SOW (2.1 Precedence · 2.2 Incorporation · 2.3 Independent SOWs · 2.4 Commencement as Acceptance)
3. Scope of Services (3.1 Services · 3.2 SOW as Definitive Scope · 3.3 Standard of Care · 3.4 Subcontracting)
4. Timelines and Delivery (4.1 Estimated Timelines · 4.2 Client Clock Principle · 4.3 Timeline Extensions · 4.4 Project Hold & Resumption Fee)
5. Client Obligations (5.1 Cooperation · 5.2 Accuracy · 5.3 Third-Party Costs)
6. Acceptance and Deemed Acceptance (6.1 Delivery & Review · 6.2 Deemed Acceptance · 6.3 Rejection & Cure · 6.4 Acceptance Criteria)
7. Change Management (7.1 Process · 7.2 Verbal Requests · 7.3 Scope Additions)
8. Pricing and Payment (8.1 Fees · 8.2 Schedule · 8.3 Late Payments · 8.4 Non-Refundable · 8.5 Milestones)
9. Intellectual Property (9.1 Assignment · 9.2 Pre-existing IP · 9.3 Third-Party Materials · 9.4 IP Before Payment · 9.5 Portfolio Rights)
10. Confidentiality (10.1 Obligations · 10.2 Exclusions · 10.3 Duration)
11. Data Protection and Privacy (11.1 Compliance · 11.2 Client Data · 11.3 Client Responsibility)
12. Warranties and Disclaimers (12.1 CI Warranties · 12.2 Client Warranties · 12.3 Disclaimer · 12.4 Post-Delivery Warranty)
13. Termination (13.1 Breach · 13.2 Convenience · 13.3 Non-Payment · 13.4 Effect · 13.5 MSA Termination)
14. Limitation of Liability (14.1 Cap · 14.2 Consequential Damages · 14.3 Acknowledgment)
15. Indemnification (15.1 By Client · 15.2 By Chameleon Ideas)
16. Dispute Resolution (16.1 Negotiation · 16.2 Mediation · 16.3 Arbitration · 16.4 Litigation · 16.5 Continued Performance)
17. Governing Law and Jurisdiction



18. Force Majeure
19. Non-Solicitation
20. General Provisions (20.1–20.8)
21. Acceptance and Incorporation by Reference

## INTRODUCTION

This Master Service Agreement ("MSA" or "Agreement") is entered into by and between Chameleon Ideas Inc., a company registered and operating from 129 Concession Street East, Tillsonburg, Ontario, N4G 4N4, Canada ("Chameleon Ideas", "Service Provider", "we", or "us"), and the client identified in the applicable Statement of Work ("Client", "you", or "your").

This Agreement establishes the general terms and conditions that govern all services provided by Chameleon Ideas to the Client. Individual projects are defined in separate Statements of Work ("SOW") that incorporate this Agreement by reference.

## 1. Definitions

**"Agreement"** means this Master Service Agreement, including all Schedules, Exhibits, and SOWs incorporated by reference.

**"Authorized Representative"** means a person duly authorized to legally bind a party to obligations under this Agreement, including by signing SOWs, Change Requests, or any amendments hereto.

**"Change Request"** means a written request by either party to modify the scope, deliverables, timeline, or pricing of an active SOW, processed under Section 7.

**"Confidential Information"** means any non-public business, technical, or financial information disclosed by either party, whether in writing, orally, or by inspection.

**"Deliverables"** means the tangible and intangible outputs, work product, and materials produced by Chameleon Ideas under a SOW.

**"Effective Date"** means the date this Agreement is signed by both parties, or the date the first SOW referencing this Agreement is executed, whichever is earlier.

**"Estimated Timeline"** means any timeline, schedule, or date provided in a SOW, which represents a good-faith projection and is not a guaranteed or absolute deadline unless explicitly designated as a **"Fixed Deadline"** in writing.

**"Intellectual Property"** or **"IP"** means all patents, copyrights, trademarks, trade secrets, designs, code, creative works, and other proprietary rights.



**"Pre-existing IP"** means any intellectual property owned or licensed by either party prior to the Effective Date or developed outside the scope of this Agreement.

**"SOW"** or **"Statement of Work"** means a document executed by both parties that describes the specific project scope, deliverables, timeline, pricing, and payment terms, and that expressly incorporates this Agreement.

**"Third-Party Materials"** means any software, libraries, frameworks, tools, fonts, images, or other materials owned or licensed by third parties and incorporated into the Deliverables.

## 2. Relationship Between MSA and SOW

### 2.1 Precedence

This MSA governs all legal and commercial terms (including liability, indemnification, IP, confidentiality, and dispute resolution). Each SOW governs project-specific terms (including scope, deliverables, timeline, and pricing). In the event of a conflict between this MSA and a SOW, this MSA shall prevail on all legal and commercial matters unless the SOW explicitly states that a specific clause overrides a specific MSA section, is agreed to in writing by both parties, and is initialled by an Authorized Representative of Chameleon Ideas.

### 2.2 Incorporation

Each SOW executed by both parties is incorporated into and governed by this Agreement. No SOW shall be valid or binding unless it expressly references this MSA.

Notwithstanding the above, where a Client has not yet formally signed an SOW but has:

- Verbally confirmed their intent to proceed (including via phone or video call);
- Provided written confirmation via email, messaging platform, or any other written medium; or
- Taken any action consistent with commencement of the project, including but not limited to making a payment, providing assets, credentials, or access, or approving any work submitted by Chameleon Ideas —

such conduct shall constitute the Client's full and unconditional acceptance of the applicable SOW and this Master Service Agreement, as if the SOW had been formally signed. Chameleon Ideas may rely on any of the above as evidence of acceptance. The Client waives any right to dispute the binding nature of the SOW or this MSA on the sole basis that a formal signature was not obtained.



## 2.3 Independent SOWs

Each SOW constitutes an independent engagement. Termination or dispute under one SOW does not automatically affect any other active SOW, unless the termination is of this MSA itself under Section 13.

## 2.4 Commencement as Acceptance

Where Chameleon Ideas commences work on a project at the Client's request or with the Client's knowledge and without objection — whether or not an SOW has been formally executed — the Client shall be deemed to have accepted the most recent version of the applicable SOW shared by Chameleon Ideas and the terms of this MSA in their entirety. In such cases:

- The scope, pricing, and terms set out in the most recently shared SOW shall govern the engagement.
- The Client shall not be entitled to dispute project terms on the basis that the SOW was unsigned, provided the Client had reasonable opportunity to review the SOW prior to commencement.
- Verbal confirmation of scope or pricing on a recorded or documented call shall carry the same weight as written confirmation for the purposes of this clause.

# 3. Scope of Services

## 3.1 Services

Chameleon Ideas will provide the services described in each SOW, which may include but are not limited to: website design and development, mobile application development, progressive web application (PWA) development, UI/UX design, branding and identity, search engine optimization (SEO), social media marketing (SMM), and related digital services.

## 3.2 SOW as Definitive Scope

The scope of each engagement is limited exclusively to the deliverables and requirements described in the applicable SOW. Any work, feature, functionality, service, or deliverable not expressly listed in the SOW is out of scope, regardless of whether it was discussed verbally, implied by the nature of the project, or assumed by the Client.




### 3.3 Standard of Care

Chameleon Ideas will perform all services in a professional and workmanlike manner, consistent with generally accepted industry standards for digital agencies of similar size and capability.

### 3.4 Subcontracting

Chameleon Ideas may engage vetted third-party subcontractors or freelancers to assist in the delivery of services under any SOW. All subcontractors engaged by Chameleon Ideas are bound by confidentiality and intellectual property obligations no less protective than those set out in this Agreement. Chameleon Ideas remains fully responsible for the quality and delivery of all work performed by its subcontractors as if performed directly by Chameleon Ideas. Subcontractors shall not be permitted to independently publish, disclose, or reference Client project details without the prior written consent of the Client.

## 4. Timelines and Delivery

 Note: All timelines provided in any SOW are estimates unless explicitly designated as a "Fixed Deadline" in writing. Estimated timelines represent Chameleon Ideas' good-faith projection based on the information available at the time of the SOW and assume timely cooperation by the Client.

### 4.1 Estimated Timelines

All project timelines, schedules, milestones, and delivery dates provided in a SOW are estimates unless a specific date is expressly designated as a "Fixed Deadline" within the SOW. Estimated timelines are not contractual commitments, and failure to meet an estimated date shall not constitute a breach of this Agreement or the applicable SOW.

### 4.2 Client-Caused Delays (Client Clock Principle)

Timelines are contingent upon timely Client cooperation, including but not limited to:

- Provision of required assets, content, credentials, and access within agreed timeframes.
- Feedback and approvals on deliverables within 3 business days of submission, unless a different period is specified in the SOW.
- Timely responses to questions, requests for clarification, and decisions.



Any delay caused by the Client's failure to meet these obligations will extend the estimated timeline on a day-for-day basis (calendar days, unless both parties agree otherwise in writing), at minimum, and Chameleon Ideas shall not be liable for any resulting delay.

If the Client is unresponsive for 5 or more consecutive business days — meaning no reply to documented outreach via email, phone, or messaging platforms — Chameleon Ideas reserves the right to:

- Formally place the project on hold by written notice to the Client's last known email address;
- Reallocate the assigned team and resources to other client engagements within Chameleon Ideas' active project pipeline; and
- Charge a Project Resumption Fee upon the Client's request to restart work, as specified in Section 4.4 below.

The project shall remain on hold until the Resumption Fee is paid in full and the Client has re-engaged with written confirmation of readiness to proceed.

### **4.3 Timeline Extensions**

If changes to scope (Section 7), Client-caused delays (including holds under Section 4.2 and 4.4), or force majeure events (Section 18) materially affect the project timeline, Chameleon Ideas will provide a revised estimated timeline in writing. The revised timeline supersedes the original.

### **4.4 Project Hold and Resumption Fee**

Where a project has been placed on hold under Section 4.2 due to Client unresponsiveness, the following terms apply upon the Client's request to resume:

- **Resumption Fee:** A flat Resumption Fee of CAD \$250 (or as otherwise specified in the applicable SOW) is payable in full before any work recommences. This fee compensates Chameleon Ideas for the administrative overhead, re-onboarding, and reallocation of resources required to reactivate the project.
- **Re-scoping:** Where the hold period has exceeded 30 calendar days, Chameleon Ideas reserves the right to re-evaluate the project scope, timeline, and pricing to reflect any changes in resource availability, third-party costs, or technology requirements. A revised SOW or Change Request may be issued before work resumes.



- **No Liability:** Chameleon Ideas shall have no liability for any delays, losses, or consequences arising from a project hold triggered by Client unresponsiveness under this Section.
- **Extended Abandonment:** If the Client remains unresponsive for 30 or more consecutive calendar days following the placement of a hold notice, Chameleon Ideas may treat the project as abandoned and terminate the applicable SOW under Section 13.3, retaining all payments received to date with no obligation to deliver further work product.

## 5. Client Obligations

### 5.1 Cooperation

The Client acknowledges that the timely and successful delivery of services depends on the Client's active cooperation. The Client agrees to:

- Designate a single primary point of contact authorized to make decisions and provide approvals on behalf of the Client.
- Provide all required assets, content, credentials, access, and information in a timely manner as outlined in the SOW.
- Review and provide feedback on all deliverables within the timeframes specified in Section 4.2 or the SOW.
- Ensure that all content, materials, and assets provided to Chameleon Ideas are owned by or properly licensed to the Client, and do not infringe any third-party rights.

### 5.2 Accuracy of Information

The Client is responsible for the accuracy and completeness of all information, requirements, and materials provided to Chameleon Ideas. Chameleon Ideas shall not be liable for any deficiency in the Deliverables attributable to inaccurate or incomplete Client-provided information.

### 5.3 Third-Party Costs

Unless expressly included in the SOW pricing, all third-party costs — including but not limited to domain registration, hosting fees, premium plugins, stock imagery, API subscriptions, SSL certificates, and app store fees — are the Client's responsibility.



## 6. Acceptance and Deemed Acceptance

### 6.1 Delivery and Review

Upon delivery of each milestone or the final Deliverables (as applicable), Chameleon Ideas will notify the Client in writing (email is sufficient). The Client shall have 10 business days from the date of notification (the "Review Period") to:

- Accept the Deliverables in writing; or
- Reject the Deliverables with a detailed, written list of specific deficiencies referencing the requirements in the applicable SOW.

### 6.2 Deemed Acceptance

Important: If the Client does not provide a written acceptance or a written, itemized rejection within the Review Period, the Deliverables shall be deemed accepted as of the expiry of the Review Period.

### 6.3 Rejection and Cure

If the Client provides a valid written rejection, Chameleon Ideas will have a reasonable period (not less than 10 business days) to address the identified deficiencies. Upon resubmission, a new Review Period of 5 business days begins. Items not specifically identified in the rejection notice are deemed accepted.

### 6.4 Acceptance Criteria


Acceptance or rejection must be based solely on whether the Deliverables materially conform to the requirements expressly described in the SOW. The Client may not reject Deliverables based on:

- Features, functionality, or standards not specified in the SOW.
- Subjective preferences not tied to documented requirements, including aesthetic preferences (such as colour, font, or layout preferences) that were not documented as requirements in the SOW at the time of execution.
- Requirements introduced after SOW execution that were not processed as Change Requests under Section 7.



Any aesthetic revisions requested after delivery that are not grounded in a documented SOW requirement shall be treated as a Change Request under Section 7.

## 7. Change Management

 Important: No out-of-scope work will be performed without a written, signed Change Request. This protects both parties from scope creep, cost overruns, and disputes.

### 7.1 Change Request Process

Any modification to the scope, deliverables, requirements, timeline, or pricing of an active SOW must follow this process:

1. Request: Either party submits a written Change Request describing the proposed change.
2. Assessment: Chameleon Ideas will assess the impact on scope, timeline, and cost within 5 business days and provide a written estimate.
3. Approval: No work on the change begins until both parties sign the Change Request.
4. Execution: Once signed, the Change Request becomes an amendment to the applicable SOW.

### 7.2 Verbal Requests

Verbal or informal requests (including via email, Slack, or other messaging platforms) for additional features, functionality, or changes do not constitute approved Change Requests unless subsequently documented and signed under Section 7.1. Chameleon Ideas is not obligated to perform any work communicated informally and not formalized.

### 7.3 Client-Initiated Scope Additions

If the Client introduces new requirements — including but not limited to new compliance standards, accessibility requirements, security testing, performance benchmarks, or third-party integrations not present in the original SOW — these constitute scope additions and must be processed as Change Requests. Chameleon Ideas reserves the right to decline scope additions that fundamentally alter the nature of the project.



## 8. Pricing and Payment

### 8.1 Fees

Fees for each engagement are specified in the applicable SOW. Unless otherwise stated, all fees are quoted in Canadian Dollars (CAD) and are exclusive of applicable taxes. Canadian clients will be invoiced applicable HST/GST in accordance with CRA regulations. International clients are solely responsible for any applicable taxes, duties, withholding obligations, or levies imposed by their respective jurisdictions; Chameleon Ideas shall have no liability with respect thereto.

### 8.2 Payment Schedule

Payments are due according to the schedule in the applicable SOW. Unless otherwise specified:

- Invoices are due within 14 calendar days of the invoice date.
- Payments must be made via the method specified in the invoice (e-transfer, wire transfer, or Stripe).

### 8.3 Late Payments

Payments not received within 21 calendar days of the invoice date will incur a late fee of 1.5% per month (or the maximum rate permitted by applicable law, whichever is lower) on the outstanding balance. Chameleon Ideas reserves the right to suspend all work on any SOW if any invoice remains unpaid for more than 21 calendar days past its due date, without prejudice to any other rights or remedies.

### 8.4 Non-Refundable Payments

All payments made under any SOW are non-refundable except where Chameleon Ideas has failed to render the specific services described in the SOW. Payments represent compensation for work performed, resources allocated, and opportunity cost. In no event shall the Client be entitled to a refund for:

- Services that have been rendered and accepted (or deemed accepted).
- Dissatisfaction with Deliverables that materially conform to the SOW.
- The Client's decision to discontinue, pause, or cancel a project.



## **8.5 Milestone Payments and Work Authorization**

Where a SOW includes milestone-based payments, receipt of each milestone payment authorizes Chameleon Ideas to proceed with the next phase of work. Chameleon Ideas is not obligated to begin work on any subsequent phase until the corresponding milestone payment is received.

## **9. Intellectual Property**

### **9.1 Custom Work Product — Assignment Upon Full Payment**

Upon receipt of full and final payment of all fees due under the applicable SOW, Chameleon Ideas assigns to the Client all rights, title, and interest in and to the custom Deliverables created specifically for the Client under that SOW, including custom designs, custom code, custom graphics, and custom written content.

### **9.2 Pre-existing IP**

Nothing in this Agreement transfers ownership of either party's Pre-existing IP. Where Chameleon Ideas incorporates its Pre-existing IP into the Deliverables, the Client receives a non-exclusive, non-transferable, perpetual, royalty-free license to use such Pre-existing IP solely as part of the delivered project.

### **9.3 Third-Party Materials**

Deliverables may incorporate Third-Party Materials (e.g., open-source libraries, WordPress themes, plugins, fonts, stock images, APIs). Such materials remain subject to their respective licenses. Chameleon Ideas will make commercially reasonable efforts to disclose significant Third-Party Materials but assumes no liability for the terms of third-party licenses.

### **9.4 IP Before Full Payment**

Until full payment is received, all Intellectual Property in the Deliverables remains the sole property of Chameleon Ideas. The Client shall have no right to use, deploy, distribute, modify, or sublicense the Deliverables until payment is complete. Chameleon Ideas may retain and disable access to staging environments, code repositories, and design files until all outstanding amounts are settled.



## 9.5 Portfolio Rights

Chameleon Ideas retains the right to display and reference completed work (including screenshots, project descriptions, and general case studies) in its portfolio, website, social media, and marketing materials, unless the Client requests exclusion in writing within the SOW. Chameleon Ideas will ensure that any subcontractors engaged under this Agreement do not independently publish, share, or reference Client project details without the prior written consent of both Chameleon Ideas and the Client.

## 10. Confidentiality

### 10.1 Obligations

Each party agrees to:

- Hold the other party's Confidential Information in strict confidence.
- Not disclose Confidential Information to any third party without prior written consent, except to employees, contractors, or advisors who need to know and are bound by equivalent confidentiality obligations.
- Use Confidential Information only for the purposes of this Agreement.

### 10.2 Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was known to the receiving party prior to disclosure.
- Is independently developed by the receiving party without reference to the disclosing party's information.
- Is required to be disclosed by law, regulation, or court order (with prompt notice to the disclosing party where permitted).

### 10.3 Duration

Confidentiality obligations under this section survive termination of this Agreement for a period of 3 years.



## 11. Data Protection and Privacy

### 11.1 Compliance

Each party agrees to comply with all applicable data protection and privacy laws in connection with this Agreement, including, where applicable, Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) and any equivalent legislation in the Client's jurisdiction.

### 11.2 Client Data

To the extent that Chameleon Ideas processes, stores, or has access to personal data belonging to the Client or the Client's end users in the course of delivering services, Chameleon Ideas agrees to:

- Process such data solely for the purposes of fulfilling the applicable SOW.
- Implement reasonable technical and organizational measures to protect personal data against unauthorized access, disclosure, or loss.
- Notify the Client promptly upon becoming aware of any confirmed or suspected data breach affecting Client personal data.
- Delete or return Client personal data upon request following the conclusion of the applicable SOW, except where retention is required by law.

### 11.3 Client Responsibility

The Client is responsible for ensuring it has the lawful authority to share any personal data with Chameleon Ideas and that doing so complies with its obligations to its own users, customers, and applicable regulators.

## 12. Warranties and Disclaimers

### 12.1 Chameleon Ideas Warranties

Chameleon Ideas warrants that:

- Services will be performed in a professional and workmanlike manner consistent with industry standards.



- Deliverables will materially conform to the specifications in the applicable SOW at the time of delivery.
- To the best of its knowledge, the custom Deliverables will not knowingly infringe any third-party intellectual property rights.

## 12.2 Client Warranties

The Client warrants that:

- All content, materials, and assets provided to Chameleon Ideas are owned by or properly licensed to the Client.
- The Client has the authority to enter into this Agreement and the applicable SOW.
- The Client's use of the Deliverables will comply with all applicable laws and regulations.

## 12.3 Disclaimer

**⚠ IMPORTANT: EXCEPT AS EXPRESSLY STATED IN THIS SECTION, CHAMELEON IDEAS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CHAMELEON IDEAS DOES NOT WARRANT THAT DELIVERABLES WILL BE ERROR-FREE, UNINTERRUPTED, OR MEET THE CLIENT'S BUSINESS OBJECTIVES BEYOND WHAT IS SPECIFIED IN THE SOW.**

## 12.4 Post-Delivery Warranty Period

Chameleon Ideas will provide a 30-day warranty period following final acceptance (or deemed acceptance) of each SOW's Deliverables, during which Chameleon Ideas will fix, at no additional charge, any bugs or defects that prevent the Deliverables from functioning as specified in the SOW. This warranty does not cover:

- Issues caused by Client modifications to the Deliverables.
- Incompatibilities caused by third-party updates (hosting, plugins, browsers, operating systems).
- New features or functionality not in the original SOW.



## 13. Termination

### 13.1 Termination for Breach

Either party may terminate a SOW or this Agreement by providing 30 days' written notice if the other party materially breaches its obligations and fails to cure such breach within the 30-day notice period.

### 13.2 Termination for Convenience by Client

The Client may terminate a SOW for convenience by providing 30 days' written notice. In such case:

- The Client shall pay for all work completed up to the effective termination date, calculated as a pro-rata share of the total SOW value based on milestones completed and work in progress. Work in progress shall be valued based on internal time tracking records and resource allocation logs maintained by Chameleon Ideas.
- Any Deliverables or work-in-progress paid for will be provided to the Client in their then-current state, "as-is."
- No refund shall be issued for previously paid milestone payments.

### 13.3 Termination for Non-Payment

If the Client fails to make any payment within 30 calendar days of its due date, Chameleon Ideas may terminate the applicable SOW immediately upon written notice, without prejudice to its right to recover all amounts owed plus applicable late fees.

### 13.4 Effect of Termination

Upon termination of any SOW or this Agreement:

- Each party shall return or destroy the other party's Confidential Information upon request.
- Sections that by their nature should survive (including IP rights for paid work, confidentiality, limitation of liability, indemnification, and dispute resolution) shall survive termination.
- Termination does not release the Client from payment obligations for services already rendered.



## **13.5 Termination of MSA**

This MSA may be terminated by either party with 60 days' written notice. Termination of the MSA shall not affect any SOW that is actively in progress, which shall continue to be governed by this MSA until its completion or separate termination.

## **14. Limitation of Liability**

### **14.1 Cap on Liability**

The total aggregate liability of Chameleon Ideas arising out of or relating to any SOW — whether in contract, tort (including negligence), strict liability, or any other legal theory — shall not exceed the total fees actually paid by the Client under that specific SOW.

### **14.2 Exclusion of Consequential Damages**

In no event shall Chameleon Ideas be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of revenue, loss of profits, loss of business, loss of data, cost of replacement services, or any similar damages, even if advised of the possibility of such damages.

### **14.3 Client Acknowledgment**

The Client acknowledges that the fees charged by Chameleon Ideas reflect the allocation of risk set forth in this Agreement, including the limitations of liability in this Section, and that Chameleon Ideas would not enter into this Agreement without these limitations.

## **15. Indemnification**

### **15.1 By Client**

The Client shall indemnify, defend, and hold harmless Chameleon Ideas and its officers, directors, employees, and contractors from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or related to:

- Content, materials, or assets provided by the Client that infringe any third-party intellectual property or other rights.



- The Client's use of the Deliverables in a manner not contemplated by the SOW or in violation of applicable law.
- Any breach of the Client's representations and warranties under this Agreement.

## 15.2 By Chameleon Ideas

Chameleon Ideas shall indemnify, defend, and hold harmless the Client from and against any third-party claims that the custom Deliverables (excluding Client-provided content and Third-Party Materials) infringe any third-party intellectual property rights, provided that Chameleon Ideas is promptly notified of such claim and given reasonable control over the defence.

## 16. Dispute Resolution

👉 Note: Both parties agree to attempt to resolve disputes amicably before resorting to formal legal proceedings.

### 16.1 Negotiation

In the event of any dispute arising out of or relating to this Agreement or any SOW, the parties shall first attempt to resolve the dispute through good-faith negotiation between Authorized Representatives for a period of 15 business days from written notice of the dispute.

### 16.2 Mediation

If the dispute is not resolved through negotiation, the parties agree to submit the dispute to mediation administered by a mutually agreed-upon mediator before initiating any formal legal proceedings. Each party shall bear its own mediation costs, and the mediator's fees shall be split equally.

### 16.3 Arbitration (International Clients)

Where the Client is domiciled or incorporated outside of Canada, and if mediation under Section 16.2 is unsuccessful or either party fails to participate in good faith, the parties agree to resolve the dispute through binding arbitration administered under the rules of the International Chamber of Commerce (ICC), with proceedings conducted in the English language. The arbitration shall be conducted by a sole arbitrator mutually agreed upon by the



parties, or appointed in accordance with ICC rules if the parties cannot agree. The arbitral award shall be final and binding on both parties and may be enforced in any court of competent jurisdiction.

## **16.4 Litigation (Domestic Clients)**

For disputes with Clients domiciled or incorporated in Canada, if mediation is unsuccessful, either party may pursue its legal remedies in accordance with Section 17 (Governing Law).

## **16.5 Continued Performance**

During the pendency of any dispute, the Client shall continue to make all undisputed payments, and Chameleon Ideas shall continue to perform under any SOW not subject to the dispute, unless the dispute directly prevents such performance.

# **17. Governing Law and Jurisdiction**

## **17.1 Governing Law**

This Agreement and all SOWs shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to its conflict of law principles.

## **17.2 Jurisdiction**

For domestic disputes (Section 16.4), the parties submit to the exclusive jurisdiction of the courts of the Province of Ontario, Canada for any legal proceedings arising out of or related to this Agreement. The Client irrevocably waives any objection to the jurisdiction or venue of such courts. For international disputes, Section 16.3 shall govern.

# **18. Force Majeure**

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to: natural disasters, acts of government, pandemic, epidemic, war, terrorism, riot, labour disputes, internet or infrastructure outages, third-party cyberattacks beyond the affected party's reasonable control, or supplier failures. The affected party shall provide prompt written notice



and make reasonable efforts to mitigate the impact. If a force majeure event continues for more than 60 consecutive days, either party may terminate the affected SOW without liability.

## 19. Non-Solicitation

During the term of this Agreement and for 12 months following its termination, neither party shall directly or indirectly solicit, recruit, or hire any employee, contractor, or consultant of the other party who was involved in providing or receiving services under this Agreement, without the prior written consent of the other party.

## 20. General Provisions

### 20.1 Entire Agreement

This MSA, together with all SOWs and Change Requests executed hereunder, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, understandings, proposals, and communications relating to the subject matter herein.

### 20.2 Amendments

This Agreement may only be amended in writing signed by Authorized Representatives of both parties. No waiver of any term shall be deemed a further or continuing waiver of such term or any other term. Chameleon Ideas will maintain a publicly accessible version history of this Agreement at the URL specified in Section 21. The version in effect at the time of each SOW execution governs that engagement. Updates to this MSA apply only to SOWs executed after the date of such update; SOWs already in execution remain governed by the version in effect at the time of their signing.

### 20.3 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.



## 20.4 Waiver

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. A waiver of any default shall not be a waiver of any subsequent default.

## 20.5 Assignment

Neither party may assign or transfer this Agreement or any SOW without the prior written consent of the other party, except that Chameleon Ideas may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.

## 20.6 Notices

All formal notices under this Agreement shall be in writing and delivered by email to the addresses specified in the applicable SOW. Notices are deemed received on the business day following the date of sending.

## 20.7 Independent Contractor

Chameleon Ideas is an independent contractor and nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the parties.

## 20.8 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be given the same legal effect as original signatures.

## 21. Acceptance and Incorporation by Reference

This Master Service Agreement is a binding legal document governing all services provided by Chameleon Ideas Inc. to its clients. It is not signed independently. Instead, it is incorporated by reference into each Statement of Work issued by Chameleon Ideas.

By signing, electronically accepting, or otherwise executing any Statement of Work that references this Agreement, the Client confirms and acknowledges that:

- They have read and understood the full terms of this Master Service Agreement;



- They agree to be legally bound by all provisions herein as of the date of execution of the applicable SOW;
- The Authorized Representative signing the SOW has the legal authority to bind the Client to the terms of this Agreement; and
- No separate signature on this MSA is required for it to take full legal effect.

For the avoidance of doubt, a Client's verbal authorization to proceed (including on a phone or video call), payment of any deposit or invoice, provision of project assets, credentials, or access, or any other conduct indicating acceptance of a project — whether or not the SOW has been formally signed — shall constitute acceptance of this Master Service Agreement in full. Chameleon Ideas strongly encourages all Clients to review and formally execute the applicable SOW before project commencement, but the absence of a formal signature shall not invalidate any obligation under this Agreement where commencement conduct is evident.

A current and version-controlled copy of this Master Service Agreement is accessible at:  
<https://chameleon-ideas.com/msa>

*Chameleon Ideas reserves the right to update this Agreement from time to time. All updates will be effective for new SOWs executed after the applicable update date. SOWs already in execution shall remain governed by the version of this MSA in effect at the time of their signing.*

**END OF MASTER SERVICE AGREEMENT**