

LIMITATION OF LIABILITY

LIMITATION OF LIABILITY, SCOPE OF SERVICES AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING A LIMIT ON YOUR ABILITY TO SUE OR CLAIM COMPENSATION.**

PLEASE READ CAREFULLY!

This Agreement is dated _____ and is between GOEL'S RECRUITING & SETTLEMENT SOLUTIONS LTD (the "Company") and _____ (the "Client").

The Client and the Company (collectively, the "Parties") agree as follows:

CONSIDERATION

1. In consideration for the opportunity to retain the services of the Company, the receipt and sufficiency of which consideration is acknowledged, the Client acknowledges limitations on the liability of the Company, and other ancillary matters as detailed below.

LIMITATION ON LIABILITY

2. The Client agrees to limit the liability of the Company and its officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims or expenses from any cause or causes, including legal fees, expert witness fees, and costs, so that the total aggregate liability of the Company's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed the Company's total fee paid by the Client for services rendered.
3. It is intended and agreed that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity.
4. It is further understood that the limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Company's willful misconduct.

5. It is understood the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join the Company as a third-party defendant.

SCOPE OF SERVICES

6. It is understood the Company will only be facilitating problem solving, and no representations or warranties as to the Client's success have been made.

DISPUTE RESOLUTION

7. In the event of any dispute over liability limited under this Agreement, the Client will discuss the concerns frankly and openly with the Company and to give them a reasonable opportunity to settle the matter between the Parties.

INDEMNITY

8. In the event that litigation begins between the Parties, the Client agrees to indemnify and hold harmless the Company of and from any and all claims, demand, losses, causes of action, damage, lawsuits, judgments, including reasonable legal fees and costs, arising out of or relating to proceedings where the Company's liability is not proven or admitted at trial.

SEVERABILITY

1. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

JURISDICTION

2. This agreement is governed by the laws of the Province of British Columbia without regard to conflict of laws principles that would require the application of the laws of another jurisdiction. Subject to the dispute resolution provisions of this agreement, the parties irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia.

IN WITNESS WHEREOF the Client and an agent for the Company have duly affixed their signatures below on this the ____ day of _____, _____.

Client

On Behalf of the Company