

Schedule A

Statement of Work

This Statement of Work (SOW) is supplemental to the Resourcing Agreement dated July 21, 2015, and Amendment Agreement 1 dated 21 July 2016, Amendment Agreement 2 dated July 21, 2017, and Amendment Agreement 3 dated July 21, 2018 between Utopia Data, Inc. ("Utopia") and CUBED Data Integrators, 3 Wood Willow Close SW, Calgary AB T2W 4H1 (the "Resourcing Vendor"), following the form set out in Schedule A thereto.

1. **SOW Date:** **December 21, 2018**
2. **Name of Project:** **William Bruce Towsley, Corp to Corp**
3. **Contract Staff**

S. No	Name of Contract Staff	Role (e.g. Project Manager)	Summary Profile/Skills
1	William Bruce Towsley	Subject Matter Expert	SAP, EAM, MDG

4. **Location and Duration of project**

- 4.1. Location: Utopia's Client Site
- 4.2. Commencement Date: December 18, 2018.
- 4.3. End date : Last day of Project Assignment, currently expected to be on January 12, 2019.
- 4.4. Extensions, if any, will be communicated by the Project Director.
- 4.5. The contract will be valid upon receiving the signed PO from the customer.
- 4.6. Termination: This SOW may be terminated:
 - 4.6.1. By Utopia, without additional notice if the quality of work or performance of the Contract Staff is found to be unacceptable or at request of end client for any reason whatsoever.
 - 4.6.2. By Utopia, without any notice if the Contract Staff does not have the qualifications, experience and/or knowledge claimed at the time of selection. Utopia will make this determination within first 14 business days of Contract Staff actually working on the project.
 - 4.6.3. By either Party, without assigning any reason by giving two weeks (14 days) of notice in writing to the other Party.
- 4.7. If the Resourcing agreement expires during the term of this SOW, the terms and conditions of the Resourcing agreement will survive until termination of the SOW.

5. Deliverables

The Resourcing Vendor shall provide the time sheets (every week).

6. Other terms

- 6.1. Reasonable weekend working may be required to meet project milestones.
- 6.2. No benefits will be provided such as Insurance, Annual Paid Leave. Resourcing Vendor is responsible for complying with local, state and federal wage and hour laws, including overtime pay, for its employees, if applicable. Resourcing Vendor acknowledges and accepts that Utopia does not have an employment relationship with any of the Contract Staff.
- 6.3. Resourcing Vendor will charge Utopia for the hours which are billable to Client and same can be provided by the project manager.
 - 6.3.1. Contractor shall be responsible for obtaining pre-approval for all billable hours over 32 hours for the period from December 18, 2018 to January 12, 2019 in writing by the Project Director or his designee. The Contract Staff will be paid for the pre-approved additional billable hours only.
 - 6.3.2. The Contract Staff will be required at the discretion of Utopia to undergo induction and training sessions ("**Sessions**") on commencement of this agreement. The time spent on such Sessions by the Contract Staff will not be billable and are not payable.
 - 6.3.3. Billable Hours are defined as hours charged, approved as billable, and paid for by Utopia's client. For internal projects, Billable Hours are defined as actual hours worked and shall not include hours spent on travel time to Client location, lunch breaks, errands, personal work or any other non-Utopia approved work.
 - 6.3.4. Rejected Hours are defined as including any additional Billable Hours rejected by the client or Utopia's internal project manager.
 - 6.3.5. Rejected Hours and fees and expenses associated with such Rejected Hours by Utopia's client will not count towards the calculation of fees and expenses payable under this Agreement, notwithstanding anything to the contrary in this Agreement or any approvals of timesheets or similar records of Billable Hours, by Utopia.
- 6.4. Resourcing Vendor agrees to ensure that Contract Staff should have adequate Medical, Travel and Worker's Compensation Insurance at all times and proof of the same must be furnished at the time of signing the Resourcing Agreement.
- 6.5. Utopia will pay a One Time Fee as defined under if any Contract Staff becomes a full time employee of Utopia:
 - 6.5.1. If the Contract Staff is absorbed within 3 Months from the Date of Joining, Utopia will pay CAD 2900 to Resourcing Vendor.

6.5.2.If the Contract Staff is absorbed within 6 Months from the Date of Joining, Utopia will pay CAD 1450 to Resourcing Vendor.

In the event of payment, Resourcing Vendor will reasonably approve such hiring and take all necessary action to allow and support this process.

6.6. This SOW is subject to the following:

6.6.1.Successful Completion of Reference/ Background Checks defined as a background check or background investigation is the process of looking up and compiling criminal records, commercial records and financial records (in certain instances such as employment screening) of an individual, of the contract staff.

6.6.2.Contract Staff being approved by the Customer, or client as applicable.

7. Payment Schedule and Billing Procedures

7.1. Resourcing Vendor will be paid in accordance with the price structure below:

Item	Amount
Total Amount Per Hour Including Resourcing Vendor Fee (\$)	CAD 185 +GST/HST
Expenses to be paid for by Utopia when on Billable Projects	Accommodation, Air tickets, local conveyance & Meals expenses as per customer policy while at customer site
Expenses to be paid for by Utopia when worked remotely	None

7.2. Reference/Background Checks will be conducted by Utopia through a third party vendor (Currently TalentWise).

7.3. Resourcing Vendor to email an invoice end of every month to accountspayable@utopiainc.com. Attention Senior Manager- Finance.

7.4. Invoices become due and are payable 30 days upon receipt of the invoice duly supported by approved timesheets from the Utopia project Managers. Payments will be made on Fridays following the Due Date.

7.5. All expenses agreed upon will become due and are payable 15 days after receiving the Expenses Invoice supported by Approved Expenses Statements and supporting Receipts.

8. During the term of this Agreement, the Resourcing Vendor agrees that the Contract Staff will not directly or indirectly:

- i) engage in any outside activity (including employment, profession, trade, business, directorship, partnership, elected or other public office or appointment), whether paid or unpaid; or

- ii) have an interest in any business, company or other entity, which could, in the Company's opinion, conflict with the Contract Staff's duties and obligations to the Company or is contrary to the policies or the interests of the Company. This provision will apply in respect of any interests that have not already been disclosed by the Contract Staff and have not already been consented by the Company. Such interests should be disclosed in writing and attached as an exhibit to this agreement. If such interest arises after the execution of this agreement, the Contract Staff must notify Utopia within 5 business days and such disclosure should be made in writing and the approval of such interest must be attached as an addendum to this agreement.
 - a. Resourcing Vendor is in the Data services industry. During the duration of this contract, Contract Staff shall not participate in any activities of C Cubed Data Integrators. Furthermore, Contract Staff shall adhere to confidentiality obligations and shall not disclose any confidential or proprietary knowledge to C Cubed Data Integrators or any third party. Contract Staff will ensure that there is no conflict of interest and will gain approval before sharing any Utopia information with C Cubed Data Integrators.
- 9. The Contract Staff acknowledges that as a result of this engagement, Contract Staff is likely, from time to time, to obtain knowledge of trade secrets, Intellectual Property Rights and other confidential information of the Company and its affiliates and have dealings with the customer and suppliers of the Company. Owing to this exposure, the Contract Staff agrees to the following:
 - i. The Contract Staff shall not, except with the written consent of the Company, during and for a period of one year after termination this Agreement and SOW, on Contract Staff or Resourcing Vendor or on behalf of any other person or entity anywhere:
 - a. solicit, canvass, approach or accept any approach, or perform any work for (or attempt to do any of the foregoing), any Client or Candidate, directly or indirectly, with whom you have had dealings, or for whom you performed work, or of whom you had internal company knowledge of dealings, with a view to soliciting the business of that Client or Candidate; or.
 - b. shall not engage or participate in development, sales or licensing of any products or services that compete with the products or services that were offered or in the initial or development phase by the Company during your tenure with the Company
 - c. interfere with or disrupt or attempt to disrupt the relationship (whether contractual or otherwise) between the Company and any Client, Candidate, or supplier of the Company, with whom you had dealings or performed work under this Agreement or SOW.

For and on behalf of
UTOPIA DATA INC.

By: 

Name: P N Subramanian

Title: Global VP - Human Capital Management

For and on behalf of
C CUBED Data Integrators

By: 

Name: Bill Towsley

Title: Managing Partner