



## Contracting Agreement

### Levvel Subcontractor Agreement #001100 (Agrium)

This Agreement is entered into and made effective as of November 1, 2019 by and between: **Levvel Inc.** ("Levvel"), a corporation with offices located at Bankers Hall, 888 3rd Street SW, 10th Floor, West Tower, Calgary, AB T2P 5C5 and **C CUBED Data Integrators GP** ("Subcontractor"), a corporation with offices located at PO Box 43 Site 2 RR8 LCD 8 Calgary, AB T2J 2T9.

#### WHEREAS:

Levvel wishes to engage the services of Subcontractor and Subcontractor agrees to provide the services pursuant to that defined in this Agreement to enable Levvel to fulfill its obligations to its client, **AGRIUM INC.** ("The Client").

The parties wish to set forth the terms and conditions upon which the Subcontractor services will be provided to Levvel; NOW THEREFORE, in consideration of the foregoing, and of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Services** Subcontractor will perform the fixed term services for The Client (the Services) as an independent contractor of Levvel and not as an employee or agent of Levvel or The Client. These services form an integral part of this agreement and the Main Agreement for The Client. The Subcontractor shall not be deemed to be entitled to any benefits plans or other considerations paid by Levvel or The Client to its employees. Further to the above, the Subcontractor acknowledges and agrees that it will not be entitled or subject to Employment law rights, whether contained in statute, case law or common law, including those pertaining to working hours and vacation entitlement, termination notice, pay in lieu of notice, severance compensation and OHS legislation. The Subcontractor shall use the Subcontractor's own equipment, materials and labour in the performance of services for Levvel and may not subcontract this work to any other individual without the express consent in writing of Levvel and The Client.

The parties acknowledge that by nature of the flexibility of the contractor services, the details of the Services, the Term, place of delivery of Services and any other details may change from time to time. As far as possible, Levvel will give the Subcontractor reasonable notice of any such changes and will provide to the Subcontractor an updated Schedule "A" to reflect these changes, requiring the Subcontractor to sign and accept it. These updated schedules will all form part of this Agreement, each new schedule replacing the preceding one, and will not constitute a novation of the Agreement in total, but a continuation thereof.

2. **Benefits** Subcontractor agrees that Levvel will not be responsible for withholding or remitting any amounts for income tax, employment insurance or the Canada Pension Plan. Subcontractor agrees to indemnify and save harmless the Levvel and its officers, directors, employees and agents against any and all losses, costs, damages, claims, actions or causes of action, interest, and all liabilities of whatsoever kind or nature, including fees and disbursements of legal counsel, which Levvel may sustain or incur by reason of gross negligence, gross negligent omissions, willful misconduct or fraud by the Subcontractor in the performance of Levvel Subcontractor Agreement #001100 (Agrium).



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The Subcontractor shall not be eligible for any vacation or vacation benefits or to otherwise participate in any employment benefit programs, including but not limited to disability benefits, hospitalization plans, medical, dental, sickness, accident and life insurance plans, bonuses, termination or severance pay, notice or pay in lieu of notice, employee share option programs, profit sharing and savings plans. Provision of such benefits for Personnel shall be the sole responsibility of the Subcontractor.

Further to the above, the Subcontractor acknowledges and agrees that it will not be entitled or subject to Employment law rights, whether contained in statute, case law or common law, including those pertaining to working hours and vacation entitlement, termination notice, pay in lieu of notice, severance compensation and OHS legislation.

3. **Safety and Policies** Subcontractor shall be required to adhere to such other standards and procedures as may be defined by The Client's specific projects. Any and all such standards and procedures must be provided by The Client to the Subcontractor in writing and in advance of any purported enforcement of same. Subcontractor consents to Levvel to undertake background checks on them including but not limited to criminal records or credit-ratings checks and to disclose the results of these and other employment related information to The Client.

Levvel may prescribe workplace policies and procedures, including safety, anti-harassment, data management and privacy policies, and may update these from time to time. The Subcontractor will comply with these policies and procedures and will ensure that the Personnel comply therewith. Compliance with these policies is a necessity of the workplace and will in itself not be deemed to be any level of control over the Subcontractor indicative of an employment relationship between the parties.

4. **Representations and Warranties** Subcontractor is not a non-resident of Canada as defined by the Income Tax Act (Canada). Subcontractor will provide all the equipment and labour necessary to perform the Services. Subcontractor represents and warrants that is not bound by any restrictive covenant, whether written or oral, or other contractual term in favour of any previous employer or other party, and the Subcontractor is not aware of any other facts or circumstances, that would prevent or restrict in any way the Subcontractor's ability to serve the Levvel or The Client and fulfill the scope of the Subcontractor's duties and responsibilities to Levvel or The Client. Subcontractor warrants that it will provide the Services in a competent and timely manner, in accordance with the standards and practices as commonly expected with qualified personnel providing similar services. Subcontractor warrants that it will perform the services under the general management and guidance of a representative of The Client's. To the extent that the Subcontractor does not perform the services herein, it shall either redo the Services required or cure the relevant defect to the reasonable satisfaction of The Client. Unless waived by Levvel in writing, the Subcontractor shall not discuss or negotiate the conditions and/or terms of this engagement directly with The Client.
5. **Payment** Upon receipt of an acceptable invoice and timesheet, Levvel will pay the subcontractor for the services as specified in Schedule "A". Levvel may withhold payment to the subcontractor if The Client withholds payment to Levvel for reasons relating to deficiency in the services provided. Levvel is only responsible for payment for services rendered and not for vacation days, sick days and/or statutory holidays.



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6. **Tax** Subcontractor agrees that it shall be responsible for payment of all personal or corporate income tax, premiums and fees relating to employment including, but not limited to, contributions to the Canada Pension Plan, Employment Insurance premiums, and any other deductions or payments as may be required by Provincial or Federal law. The Subcontractor shall maintain a Goods and Services Tax (GST) number if necessary and shall be responsible for GST remittances as required. Levvel shall not be obligated to make any deductions, withholdings or contributions for Taxes.

In the event that Canada Revenue Agency or any other applicable authority, for whatever reason, seeks from Levvel or any or all directors of Levvel, Taxes with respect to the Contract Fee, the Subcontractor agrees to indemnify and hold Levvel and the directors of Levvel harmless, for the amount of any such Taxes (including applicable interest, fines and penalties on the Taxes) within 30 days after any such Taxes are payable by Levvel. The Subcontractor further agrees that Levvel may set off an amount equal to any such Taxes (including any applicable interest, fines and penalties on the Taxes) from any Contract Fee owed to the Subcontractor.

7. **Term** This Agreement will terminate automatically at the end of the Term specified in Schedule "A" unless terminated earlier under the following provisions:
- i. By Levvel if The Subcontractor is not carrying out the terms of this Agreement or fails to comply with any term in this Agreement
  - ii. Immediately if The Client notifies Levvel of a failure to perform services or rejects performance of the Subcontractor
  - iii. Immediately upon termination or expiry of the Client MSA and/or SOW for any reason

If this Agreement is terminated by Levvel as provided herein, Levvel liability is limited to properly provided services only and the Subcontractor will have no compensation due to losses or damages based on such termination. Upon such termination, Levvel shall only be liable to the Subcontractor for payment of the Contract Fee up to time worked by the Subcontractor. The Subcontractor has the right to terminate this Agreement, under the conditions specified in Schedule "A". Levvel may waive this notice in whole or in part.

8. **Non-compete** Subcontractor will not directly or indirectly solicit or contract for any other engagement, work, employment from the Client except as an independent contractor from Levvel for the duration of this Agreement.
9. **Confidential Information** Subcontractor shall:
- i. Not make use of any Levvel or The Client's Confidential Information for its own personal gain or for any purpose other than is required to perform its obligation pursuant to this Agreement;
  - ii. Employ diligent efforts and exercise reasonable care to hold all Levvel and The Client's Confidential Information in the strictest confidence;



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- iii. Not disclose the terms of this Agreement or the Main Agreement or amounts paid under it to any person without Levvel's written consent, except to The Subcontractor's professional advisors and insurers who have a need to know such information;
- iv. Be liable to Levvel and indemnify Levvel for any breach of this section; and
- v. Any and all reports, manuscripts, data, designs, summaries and any other work products, proprietary and intellectual property, including any background data used to support the professional services performed by The Subcontractor for The Client, whether completed or not, that have been produced, compiled, created, written or accumulated by The Subcontractor or on its behalf, in the performance of any professional services for The Client (collectively, the "Deliverables") shall be the property of The Client and shall be turned over to The Client promptly at The Client's request or immediately upon the expiration or early termination of this Agreement, whichever is first to occur. The Subcontractor agrees that upon The Client's or Levvel's request, the Subcontractor will sign any conveyances that may be required to affect the transfer of title to The Client of any Deliverables referred to herein and delete and destroy any further copies in its possession.

The terms of this Section 9 shall survive the termination or expiration of this Agreement.

The parties agree that any violation of this Section is a material breach and that Levvel may avail itself of any legal or equitable remedies available in the event of such breach.

- 10. **Use of Third-Party Intellectual Property** Unless authorized in writing, Subcontractor will not use or incorporate any patent, copyright, trademark or other intellectual propriety right of a third party in providing any service under this Agreement.
- 11. **Indemnity for Infringement** The Subcontractor shall indemnify and save harmless Levvel and its officers, directors, employees and agents against any and all losses, costs, damages, claims, actions or causes of action, interest, and all liabilities of whatsoever kind or nature, including fees and disbursements of legal counsel on a solicitor client full indemnity basis, which Levvel may sustain or incur by reason of the performance of the Services or breach of this Agreement by the Subcontractor.
- 12. **Transfer/Assignment** The Subcontractor may not assign or transfer any part of this Agreement without Written consent by Levvel.
- 13. **Binding** This Agreement is binding on any successors or permitted Assigns of each party.
- 14. **Severability** If any provision or section of this Agreement is held invalid, illegal or unenforceable the remaining provisions shall not be affected.
- 15. **Governing Law** This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of Alberta and the parties hereto agree that the courts of Calgary, Alberta shall have jurisdiction to entertain any dispute, action, cause of action or any other matter arising from this Agreement.



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16. **Entire Agreement** This Agreement, including any schedules or attachments as amended from time to time, constitutes the entire agreement between the parties hereto with respect to the matters herein and supersedes any verbal statements or representations or other warranties, undertakings or agreements between the parties hereto with respect to the subject matters herein.
17. **Independent Legal Advice** The Subcontractor agrees that it had the opportunity to seek independent legal advice regarding this Agreement, and fully understands the rights and restrictions contained herein, including the nature of the subcontractor relationship as opposed to an employment relationship. It furthermore agrees that the rights and restrictions contained in this Agreement are fair and reasonable in relation to the benefits and consideration received.
18. **Counterparts** This Agreement may be executed in counterparts and all counterparts together shall constitute one and the same agreement. Delivery by a party of an executed copy of this Agreement by electronic means will be effective delivery, and the parties shall adopt any signatures received electronically as original signatures of the parties.



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Each Party's signature below signifies its acceptance and agreement of all terms and conditions contained within this Agreement.

Each of the Parties has executed and delivered this Agreement as of the date noted at the beginning of the Agreement.

C CUBED Data Integrators GP

By (sign): DocuSigned by: Carla Cook

Name (print): F8CC653FB69247B... Carla Cook

Title (print): Managing Partner

Date: 11/4/2019 | 2:03 PM MST

Levvel Inc.

By (sign): \_\_\_\_\_

Name (print): Brian Milloy

Title (print): President

Date: \_\_\_\_\_

DocuSigned by:  
Robyn Whissell  
D3C35EDEF0D5492...  
Robyn whissell

**Schedule A-1****Reference to Levvel Subcontractor Agreement #001100 (Agrium)****Contract Confirmation Document**

Date of Agreement	November 1, 2019
Term	November 1, 2019 - May 31, 2020
Subcontractor	C CUBED Data Integrators GP
Name of Resource	Carla Cook
Job Position	Data Lead - Finance Enablement Program
Reports To	Fiona Hoepfner, Sr. Manager, IT Enterprise Applications
Location of Assignment	Calgary, AB
Services	<p>Deliverables shall be, but not limited to:</p> <ul style="list-style-type: none"> <li>• Lead and support the Program with data migration activities from existing SAP ECC and Oracle eBS ERP systems to SAP S/4HANA through the use of SAP Central Finance, SLT and Integration tools</li> <li>• Assist in the design of integration between source ERP systems to SAP S/4HANA through the use of Central Finance, SLT and other integration tools.</li> <li>• Lead and support the data extraction and clean-up activities in the current SAP ECC and Oracle eBS ERP systems</li> <li>• Act as a liaison with the Nutrien Master Data Governance Program and other key initiatives at Nutrien</li> <li>• Collaborate with the other lead(s) on the Program on the identification of Program tasks, resources, milestones, deliverables, and dependencies as they relate to data</li> <li>• Coordinate with the Nutrien data services team to ensure solutions align with end state goals/objectives and operational processes</li> <li>• Assist with documentation and finalization of scope of work during the initiation and planning phases of projects</li> <li>• Have a primary focus on data quality, data migration processes and data governance</li> <li>• Coordinate team members with the analysis, definition and documentation of requirements for data modeling, data migration, and other related data activities</li> <li>• Ensure team members are clear on objectives, individual discipline accountabilities and schedule commitments</li> </ul>



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	<ul style="list-style-type: none"> <li>Identify integration and project risks related to data</li> <li>Reporting of progress to the Program management team as well as other relevant stakeholders</li> <li>Manage relationship with system integrators, subcontractors and other suppliers associated with the Program</li> </ul>
<b>Working Hours</b>	Monday to Friday; 40 hours / week. Not to exceed 1200 hours for full term.
<b>Contract Fee</b>	<p>Funds are calculated in Canadian dollars.</p> <p><b>Rate:</b> \$130.00/hour</p> <p>Invoices and timesheets are submitted on the 1<sup>st</sup> of the month for the previous month's work, with the first invoice/timesheet due on December 1, 2019.</p>
<b>Payment Terms</b>	NET 30 from the 1 <sup>st</sup> of the month or upon receipt of invoice, whichever comes later.
<b>Expense Reimbursement</b>	N/A
<b>Additional Benefits</b>	<p>Levvel will provide to the Subcontractor, for the duration of this term:</p> <ul style="list-style-type: none"> <li>Liability, Errors &amp; Omissions insurance coverage</li> </ul> <p>Subcontractor agrees that Levvel will not be responsible for registering any workers' compensation legislation. It is mandatory that all Levvel subcontractors have worker's compensation coverage, unless an exemption letter can be provided.</p> <p>The Subcontractor will withhold or remit all amounts and will register with any workers' compensation entities as required of independent contractors by Municipal, Provincial or Federal laws and provide proof of such to Levvel if requested.</p>
<b>Estimated Date of First Pay</b>	December 31, 2019 (dependent on invoice receival date)
<b>Termination Notice</b>	2 weeks' notice

DS  
RW

DS  
CC