

This Agreement ("Agreement") made March 16, 2018 ("Effective Date")

BETWEEN:

THE EMPLOYMENT SOLUTION (T.E.S. CONTRACT SERVICES INC.)

a corporation duly organized and existing under the laws of the Province of Ontario, having its principal office located at 40 Holly Street, Suite 500, Toronto, Ontario M4S 3C3

("T.E.S.")

- and -

Bill Towsley, principal individual of **C Cubed Data Integrators Partnership**, a Partnership duly organized and having its principal office at **192089 239 Avenue W, Foothills, AB T1S 2Z3**.

("Principal")

WHEREAS:

1. T.E.S. carries on the business of providing staffing services to, among others, IBM Canada Ltd.,
("The Client")
2. Independent Contractor has the skills necessary to provide services to IBM and to clients and customers of IBM (the recipient of such services being hereinafter referred to as the "Client").

This Agreement witnesses that in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Statement of Work.** In this Agreement, "Statement of Work" means the statement attached hereto and forming part of this Agreement which: (a) identifies the Client ; and (b) sets out the services to be provided to such Client by the Independent Contractor ("Services"), and the fees and payments terms and any other terms applicable to the provision of Services to the Client. If there is any difference or conflict between the terms of the Statement of Work and the terms of this Agreement, the terms in the Statement of Work shall govern.
2. **Services.** Independent Contractor shall diligently and in a professional manner provide the Services to the Client in accordance with the Statement of Work.
3. **Independence.** Independent Contractor shall provide the Services under this Agreement as an independent contractor to T.E.S. and as a sub-contractor to IBM and the Client and shall not be considered an employee, agent, partner or joint venturer of T.E.S., IBM or the Client for any purpose.
4. **Compensation.** T.E.S. shall pay Independent Contractor the amounts set out in the Statement of Work in accordance with the payment terms set out therein, in consideration of the Services provided to the Client pursuant to the Statement of Work.
5. **Invoicing.** Independent Contractor agrees to submit invoices and T.E.S. time sheets to T.E.S. on a bi-weekly basis for the Services provided to the Client pursuant to the terms of the Statement of Work. Each invoice shall set out the Services performed and the time worked for the Client. Each time sheet shall be signed by the Client verifying the time worked. If Independent Contractor is an G.S.T./H.S.T. registrant, the G.S.T./H.S.T. amount and the G.S.T./H.S.T. number must appear on the invoice.

6. **Payment of Invoice.** T.E.S. agrees to pay the amount of each invoice, subject to the terms set out in the Statement of Work.

7. **Criminal Background Investigation** If IBM or the Client requires a criminal record check on Independent Contractor (and the Principal(s), if any) before Independent Contractor is allowed to provide Services, Independent Contractor (and the Principal(s) if any), agree to comply with such request.

8. **Expenses.** Unless otherwise provided for in the Statement of Work, Independent Contractor shall be responsible for all expenses incurred by Independent Contractor whether related directly or indirectly to the performance of the Services, pursuant to the Statement of Work.

9. **Statutory Payments.** Independent Contractor shall be responsible for, and T.E.S. shall have no responsibility for, payment of any compensation or Employment Insurance premiums, Canada Pension Plan contributions, Employer Health Tax, Provincial and Federal income tax, HST and other similar payments required by law in respect of compensation paid to the employees of Independent Contractor. Independent Contractor hereby agrees to indemnify and save harmless T.E.S. and the Client from any claims made against or amounts paid by either or both of them arising out of the failure of Independent Contractor to make such payments.

10. **General Representations, Warranties and Covenants.**

(1) The Independent Contractor hereby represents, warrants and covenants to T.E.S., IBM and the Client as follows and acknowledges that T.E.S., IBM and the Client are relying on such representations, warranties and covenants in permitting the Independent Contractor to perform the Services, such representations, warranties and covenants being deemed to be made continuously throughout the term of this Agreement and, where applicable, for an indefinite period of time thereafter:

- (a) The Independent Contractor has the right to enter into this Agreement and its performance of this Agreement will comply with and does not and will not constitute a breach or default under any contract, obligation, law, regulation or ordinance to which it is subject;
- (b) The Independent Contractor is an individual or, if incorporated, is validly incorporated and has the necessary corporate power, authority and capacity to enter into and perform its obligations under this Agreement, and the Independent Contractor's entry into this Agreement has been duly authorized by all necessary corporate action on behalf of the Independent Contractor;
- (c) No claim, lien or action exists or is threatened against the Independent Contractor that would interfere with the Independent Contractor performing its obligations under this Agreement or under the Statement of Work;
- (d) All Work Product (as defined below) will be free from defects in design (except for written designs provided by the Client), material and workmanship and the Work Product will conform to the warranties, specifications and requirements in the Statement of Work for one year from the date of completion of the Services;
- (e) The Independent Contractor will not engage in Electronic Self-Help meaning any process where the Subcontractor or its personnel electronically disables, removes or otherwise prevents the use of its software product without the Client's or the Client's customer's co-operation or consent. Electronic Self-Help could be done through electronic or other means (for example: remotely through "back doors" or hidden entrances in the software or through hidden shut-down commands in the software that can be activated by telephone or in other ways);

- (f) The Work Product is or will be safe for use consistent with the warranties, specifications and requirements of the Statement of Work;
 - (g) The Work Product does not contain any harmful code;
 - (h) The Services will be performed using professional care and skill and in accordance with the Statement of Work;
 - (i) The Independent Contractor possesses the knowledge, skills, experience, qualifications and resources necessary for performing the Services in accordance with the terms of the Statement of Work;
 - (j) This Agreement is a valid and binding obligation of the Independent Contractor enforceable against it in accordance with its terms; and
 - (k) The Independent Contractor and all of its employees, agents and representatives who will work on any Client's premises are free of criminal convictions, including, but not limited to, theft, violence, fraud or drug trafficking, for which a pardon has not been granted.
- (2) IBM or the Client may pass any of the Independent Contractor's warranties in relation to the Services and the Work Product through to its customers or clients.

11. **Intellectual Property.** Independent Contractor agrees as follows:

- (a) Independent Contractor acknowledges and agrees that all right, title and interest in and to any and all inventions, discoveries, works of authorship, programs, design, documentation and other property and all intellectual property rights in the same conceived, devised, developed, reduced to practice or otherwise in the course of providing the Services ("Work Product") shall belong exclusively to the Client and Independent Contractor shall have no interest in or to any such Work Product;
- (b) Independent Contractor hereby automatically assigns to the Client at the time of creation, without any requirement for further consideration, any and all right, title and interest Independent Contractor may have in and to the Work Product, including all copyright and other intellectual property rights;
- (c) Independent Contractor hereby waives for the benefit of the Client his, her or its moral rights in the Work Product including, without limitation, the right to the integrity of the Work Product, the right to be associated with the Work Product, the right to modify the Work Product in any way, the right to prevent the use of the Work Product in association with any product, service, cause or institution and the right to restrain the publication of the Work Product throughout the world; and
- (d) Independent Contractor represents and warrants that:
 - (i) Independent Contractor has not encumbered or transferred to a third party the intellectual property rights or moral rights in the Work Product and can assign the intellectual property rights in the Work Product to the Client;
 - (ii) the Work Product is or will be original to Independent Contractor;

- (iii) the Client will have the right to produce, reproduce, modify and otherwise exploit the Work Product in any form, manner or media, whether or not now known, throughout the world without violating the rights of any person; and
 - (iv) by virtue of the assignment, the Client will be the owner of the entire right, title and interest in and to the Work Product; and
- (e) Independent Contractor has disclosed or will disclose to Client in writing the existence of any third party code, including without limitation, open source code, that is included in or is provided in connection with the Work Product and the Independent Contractor and the Work Product are in compliance with all licensing agreements applicable to such third party code;
- (f) Independent Contractor will do all things necessary, including signing and delivering any documents to the Client, to effect the purposes of this Section and will deliver all Work Product to the Client on the earliest of completion of the Services and termination of this Agreement.

12. **Confidential Information.** Independent Contractor agrees that all information, records or materials in any form related to T.E.S., IBM, the Client, or their affiliated companies, licensors, customers or other contractors, shall be considered confidential information of T.E.S., IBM or the Client, as applicable, (“Confidential Information”), and Independent Contractor shall not, before or after the termination of this Agreement, disclose any such Confidential Information to any person, firm or organization or use such Confidential Information for his or her own benefit or the benefit of another person, firm or organization without the prior written consent of T.E.S., IBM and the Client. For the purposes of this Agreement, Confidential Information shall not include information which is: (i) publicly known or becomes publicly known through no unauthorized act of the Independent Contractor; (ii) rightfully received from a third party; (iii) independently developed by the Independent Contractor without use of the Confidential Information so long as such independent development can be clearly documented and verified; or (iv) required to be disclosed by an order of a court, provided that prior to Independent Contractor disclosing the Confidential Information, Independent Contractor has notified T.E.S., IBM and the Client of the court order and they have been given a reasonable opportunity to contest or limit the scope of the required disclosure.

13. **Protection and Return of Confidential Information.** The Independent Contractor shall take commercially reasonable steps to protect the Confidential Information, including but not limited to, such steps as Independent Contractor takes to protect its own Confidential Information, data and property. Upon expiry or termination of this Agreement, the Independent Contractor will return to T.E.S. all Confidential Information and other materials relating to T.E.S., IBM and the Client, respectively, which is in Independent Contractor’s possession.

14. **Data Privacy**

In addition to the parties’ obligations under the section of the Agreement entitled “**Protection and Return of Confidential Information**” or any disclosure/nondisclosure agreements between the parties, the Independent Contractor agrees to the following:

- (a) In this Section, “Personal Data” refers to information relating to an identified or identifiable individual transferred by T.E.S., IBM, the Client or their respective agents, employees or subcontractors or any other individual to the Independent Contractor as a result of the Services being provided under the Agreement.

(b) **Transfer of Personal Data:** The Independent Contractor agrees to apply technical and organizational security measures appropriate to the sensitivity of the Personal Data to protect it against loss, alteration, unauthorized disclosure, access or other unlawful forms of processing. The Independent Contractor will not request Personal Data directly from T.E.S., IBM or the Client or any of their respective agents, employees or subcontractors or other individuals beyond what is necessary to perform the Services, and will not ask for Social Insurance numbers unless required by law. The Independent Contractor and T.E.S., IBM or the Client, as the case may be, shall agree in advance as to the type of Personal Data which the Independent Contractor may be requesting directly from agents, employees or subcontractors of T.E.S., IBM or the Client, as the case may be, or other individuals. The Independent Contractor represents and warrants that when collecting or receiving information: (i) it will comply with applicable data protection laws and regulations, (ii) it will only access, use, manage, transfer or disclose to third parties or otherwise process Personal Data in accordance with instructions received from T.E.S., IBM or the Client, as the case may be, and iii) it will put into place an agreement with any third party to whom it transfers or discloses Personal Data sufficient to ensure that such third party treats Personal Data in accordance with the provisions of this Section. The Independent Contractor may only process Personal Data to the extent necessary to perform the Services. The Independent Contractor will promptly respond, and assist T.E.S., IBM or the Client, as the case may be, in responding to access requests and allow T.E.S., IBM or the Client, as the case may be, to have access to, correct, block, suppress or delete any Personal Data, including providing T.E.S., IBM or the Client, as the case may be, with a copy of all relevant Personal Data in tangible form. Unless otherwise instructed by T.E.S., IBM or the Client or as required by law, the Independent Contractor shall promptly return to T.E.S., IBM or the Client, as the case may be, all Personal Data which is no longer necessary to fulfill the purpose(s) for which the Personal Data was transferred. T.E.S., IBM or the Client may, upon reasonable notice, audit and verify Supplier's compliance with the provisions of this Section.

15. **Non-Solicitation and Non-Competition.** Independent Contractor hereby agrees and covenants that Independent Contractor will not for a period of twelve (12) months from the date of the termination of this Agreement, either directly or indirectly, without the prior written consent of T.E.S. and, where applicable, IBM and the Client:

- (a) solicit employment from or become employed by the Client;
- (b) solicit or enter into a separate agreement to provide consulting services to the Client;
- (c) solicit or perform any work for or on behalf of the Client unless all compensation for such work is received by T.E.S. and Independent Contractor is compensated by T.E.S. for such work;
- (d) solicit or enter into any agreement or arrangement, hold any interest in or become associated with any business that competes, directly or indirectly, with the business of T.E.S., IBM or the Client; or
- (e) solicit or employ any employee of IBM or the Client;

16. **Equitable Remedies.** Independent Contractor agrees that irreparable injury may result to T.E.S., IBM and/or the Client in the event of any breach of any covenant referred to in Sections 11, 12, 13, 14, and 15 and further agrees that the remedy at law for the breach of any such covenant will be inadequate. Therefore, Independent Contractor agrees that, if he, she or it shall engage in any act in violation of Sections 11, 12, 13, 14 and 15 T.E.S., IBM and/or the Client shall be entitled, in addition to any other remedies and damages as may be available to T.E.S., IBM or the Client at law or in equity or under this Agreement, to injunctive relief to enforce Sections 11, 12, 13, 14 and 15.

17. **Term.** The term of this Agreement (“Term”) will commence on the Effective Date and will continue until the Services have been completed, unless terminated earlier in accordance with **Section 18.**
18. **Termination.** Both parties agree that this Agreement may be terminated:
- (a) immediately by T.E.S. if Independent Contractor breaches this Agreement or the Statement of Work
 - (b) on a specified date, by T.E.S. upon giving at least ten (10) business days written or oral notice to Independent Contractor of its intention to terminate this Agreement on such date;
 - (c) on a specified date, by Independent Contractor upon providing at least ten (10) business days written or oral notice to T.E.S. of his or her intention to terminate this Agreement on such date, provided there are no outstanding Services to be rendered by Independent Contractor on that date.
19. **Indemnification.** Independent Contractor agrees to indemnify T.E.S. and not to bring any action against T.E.S. for contribution or otherwise, from and against all damages, costs or expenses (including reasonable legal fees) suffered by T.E.S. as a result of or arising out of a breach of this Agreement by the Independent Contractor or from the Services performed or to have been performed by Independent Contractor pursuant to the Statement of Work, including without limitation any claims that Independent Contractor’s Work Product infringes any intellectual property rights of a third party or that the Work Product does not meet the standards set out in the Statement of Work.
20. **Guarantee of Principal.** Where Independent Contractor is a corporation, the Principal(s) covenants and guarantees the performance of the obligations of Independent Contractor under this Agreement, in consideration of T.E.S. entering into this Agreement with Independent Contractor.
21. **Assignment.** Independent Contractor may not assign this Agreement without the prior written consent of T.E.S. A change of control of Independent Contractor shall be deemed to be an assignment of this Agreement which requires the consent of T.E.S. This Agreement may be assigned by T.E.S. without the consent of Independent Contractor.
22. **Governing Law.** This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties agree to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to the determination of any dispute under or relating to this Agreement.
23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement. Any amendment, modification, supplement, termination or waiver of this Agreement or any provision in it will only be binding if it is in writing and signed by all of the parties to this Agreement.
24. **Binding Effect.** This Agreement shall bind and enure to the benefit of the parties to this Agreement, their respective heirs, estate trustees, successors and permitted assigns. The Independent Contractor (and the Principal(s), if any), acknowledges that it or they have had an opportunity to seek independent legal advice with respect to the subject matter of this Agreement and agree(s) to be bound by the terms and conditions contained herein.

25. **Severability.** Any provision of this Agreement which in any way contravenes the law or which is void, illegal or unenforceable shall be deemed to not be a part of this Agreement and shall be severable therefrom, and the remainder of this Agreement shall remain in full force and effect.

26. **Notices.** All notices and other communications pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile transmission, e-mail or courier to the other party at the address set forth on the first page of this Agreement or at such other address as may be given in writing by either party to the other. Any notice or other communication shall be deemed to be given and received on the next business day after the date of actual delivery.

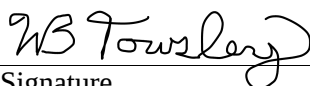
27. **Disclosure to Client.** The Independent Contractor acknowledges that T.E.S. may provide a copy of this Agreement on a non-confidential basis to IBM.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set out above.

T.E.S.:

C Cubed Data Integrators Partnership:

Signature



Signature

Devon Rohl

Bill Towsley

Name

Name

Consultant

2018/03/16

Title

Date

Signature

Marina Tufts

Name

Western Canada Contract

Administrator

Witness

APPENDIX "A"

STATEMENT OF WORK

1. **Independent Contractor:** C Cubed Data Integrators Partnership
(services of Bill Towsley)
192089 239 Avenue W
Foothills, AB
T1S 2Z3

2. **Client:** IBM / Husky

3. **Project Name, Location and Description of Services:**

Job Title: Business Analyst

Scope of Work (including but not limited to the following):

- Data standards
- SAP setup
- Create Data Quality Standards Review Evaluation workbook for new Standards
- Update Data Quality Scorecard workbook for new Standards
- Provide analytical support to the team members as required/requested
- Become the in-house knowledge expert on Information Steward (IS)
- Other duties as assigned by the client.

4. **Fees:**

- (a) T.E.S. will pay Independent Contractor at a rate of **\$130.00** per hour for the Services rendered to Client as specified in this Statement of Work.
- (b) Independent Contractor will be responsible for all travel, accommodation and other living expenses incurred by Independent Contractor in the fulfilment of its duties and obligations hereunder.

5. **Term of the Statement of Work:**

Effective Date: March 19, 2018

Termination Date: September 6, 2018

6. **Other relevant terms, if any:** NA

By signing this Statement of Work, the undersigned agree to be bound by this Statement of Work and acknowledge and agree that this Statement of Work shall be subject to and form part of the Agreement between the undersigned dated March 16, 2018.

T.E.S.:

Signature

Devon Rohl

Name

Consultant

Title

Date

Signature

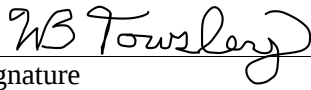
Marina Tufts

Name

**Western Canada Contract
Administrator**

Witness

C Cubed Data Integrators Partnership:



Signature

Bill Towsley

Name

2018/03/16

Date