

Schedule A
Statement of Work

This Statement of Work (SOW) is supplemental to the Resourcing Agreement dated July 21, 2015, between Utopia Data, Inc. ("Utopia") and C 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** : **October 26, 2015**
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 Master Data, EAM data and process, EIM data and process, data governance.

4. **Location and Duration of project**

- 4.1. Location : Home Office
- 4.2. Commencement date : October 26, 2015

Sl. No.	Project Name	Role	Budgeted Hours	Type of Work	Start Date	End Date
1	Dominion Transmission	Subject Matter Expert	4 hours	Non-Billable	26-Oct-15	27-Oct-15

- 4.3. End date : Last day of Project Assignment, currently expected to be on October 27, 2015
- 4.4. Extensions, if any, will be communicated by the Vice Chairman or his designee.
- 4.5. Termination: This SOW may be terminated:
 - 4.5.1. 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.
 - 4.5.2. 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. In such cases Utopia is within its rights not to pay for the services of the affected Contract Staff and seek refund of any expenses incurred from the Resourcing Vendor.
 - 4.5.3. By either Party, without assigning any reason by giving two weeks (14 days) of notice in writing to the other Party.
- 4.6. 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. All hours must be approved by Utopia COO or his designee and any hours over the budgeted hours for each project must be pre-approved in writing by the Utopia COO or his designee.
 - 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.
 - 6.3.4. Rejected Hours are defined as including any additional Billable Hours rejected by the client.
 - 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. This SOW is subject to the following:
 - 6.5.1. 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.
 - 6.5.2. 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:

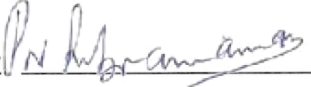
Item	Amount
Total Amount Per Hour Including Resourcing Vendor Fee (CAD)	CAD 140 + GST
Expenses to be paid for by Utopia	None

- 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: Carla Cook

Title: Managing Partner