



RESOURCING AGREEMENT

Resourcing Agreement

This Resourcing Agreement ("**Agreement**") is made as of July 21, 2015 ("**Effective Date**") by and between

Utopia Data Inc. ("**Utopia**") with office located at 550 Burrard Street No. 2300, Vancouver, BC V6C 2B5, Canada

AND

C CUBED Data Integrators ("**Resourcing Vendor**"), with office located at 3 Wood Willow Close SW, Calgary AB, T2W 4H1

(Collectively known as the "**Parties**" and each being a "**Party**")

WHEREAS:

- A. Utopia is a global provider of Data Life Cycle Management and IT Services.
- B. Resourcing Vendor specializes in providing professional staff and consultants ("**Contract Staff**") on short or long term contracts or one time placement fee basis.
- C. Utopia and Resourcing Vendor intend to cooperate and collaborate with each other during the term of this Agreement to meet Utopia's needs for professional staff and consultants for Utopia's service offerings ("**Work**") to Utopia's customers ("**Customers**") on the terms set out in this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. Effective Date/Purpose

- 1.1. This Agreement shall be effective as of July 21, 2015.
- 1.2. Each Party shall act in good faith towards the other Party and use its best endeavors to give the other Party such assistance and co-operation as that other Party reasonably requests towards the fulfillment of its responsibilities under the Agreement.

2. Statement of Work (SOW) and Resourcing Vendor's obligations

- 2.1. Pursuant to this agreement, the parties agree to enter into a statement of work in the form set out in Schedule A.
- 2.2. The SOW will set out the commercial, technical, and experience details of the Contract Staff as applicable for each project that are mutually acceptable to Utopia and the Resourcing Vendor, save that the SOW shall be in substantially in the same form as set out in Schedule A hereto, and the Resourcing Vendor cannot vary the terms agreed in this Agreement without Utopia's consent, or reject a SOW for that reason. Upon due execution, the terms of the SOW shall be supplemental to the terms of this Agreement.
- 2.3. In the event of conflict between the terms and conditions in this Agreement and any SOW entered into pursuant to this agreement, the terms of this Agreement shall prevail.
- 2.4. Resourcing Vendor shall at its own expense provide the following:
 - 2.4.1. Adequate medical, travel and Worker's Compensation insurance for Contract Staff at all times and proof of the same must be furnished at the time of signing the Resourcing Agreement.

2.4.2. Contract Staff's background check report before he/she can be deployed on a Project.

2.4.3. Replace within 10 business days a Contract Staff not performing satisfactorily at the project as assessed by Utopia. Utopia may terminate the relevant SOW if a suitable replacement is not found within this time period.

3. **Payment**

3.1. Utopia shall pay to Resourcing Vendor the charges as set out in the SOW ("**Payment Schedule and Billing Procedures**") and in accordance with the milestones set out therein.

3.2. Unless stated otherwise, all dollar amounts referred to in the SOW are in Canadian Dollars.

3.3. Unless stated otherwise, all Charges shall be the total charges payable by Utopia under this Agreement and the relevant SOW, and are excluding GST but inclusive of all other applicable taxes (including withholding tax, if any), duties, and similar levies of any jurisdiction that may be assessed on the Payments or the transactions contemplated in this Agreement.

3.4. Payment shall not be due until Utopia receives a correctly rendered invoice. An invoice is correctly rendered if:

3.4.1. The specified Charge is correctly calculated and due for payment;

3.4.2. The invoice is set out in a manner that enables Utopia to ascertain the service to which the invoice relates and the Charge payable in respect of those services;

3.4.3. The invoice is accompanied (where necessary or where reasonably requested by Utopia) by verifying documentation such as Time Sheets of the Contract Staff; and

3.4.4. The invoice is addressed as specified in the SOW.

3.5. Resourcing Vendor is responsible for complying with all applicable law including overtime pay, for its employees, if applicable. Resourcing Vendor recognizes Utopia does not have an employer-employee relationship with any of the workers provided by Resourcing Vendor.

4. **New business opportunities from an existing Customer**

4.1 Both parties agree that new business opportunities from an existing Utopia Customer or its affiliates and/or subsidiaries, to whom the Resourcing Vendor was introduced under this agreement and only while this Agreement is in effect, will be handled by Utopia. In the event that the Resourcing Vendor receives an offer or enquiry directly from a Utopia Customer that the Resourcing Vendor was introduced to under this Agreement and while this Agreement is in effect, it shall pass such offer or enquiry on to Utopia. Resourcing Vendor shall not directly quote to or enter into any arrangement or agreement with any such Customer. For the purpose of this section 4.1, new business opportunities include extension of ongoing Utopia projects/contracts.

5. **Warranties and Indemnity**

5.1. Resourcing Vendor warrants that it shall provide Contract Staff and/or Services in accordance with the criteria/specifications set out in the SOW ("**Specifications**").

5.2. Resourcing Vendor warrants that it shall provide the Contract Staff and/or Services with reasonable care, skill and diligence in a professional and workmanlike manner using suitably qualified and experienced personnel and in accordance with industry standards and practices.

5.3. Resourcing Vendor warrants that The Contract staff will have the adequate work authorization for Canada to perform the work as specified in the SOW.

- 5.4. Resourcing Vendor warrants that it shall pay the Contract Staff in accordance with all applicable wage and hour laws.
- 5.5. Each Party warrants that it may and shall perform its activities under this Agreement in compliance with all applicable state and local government requirements, including environmental, privacy and data protection, licensing and permit laws, rules, regulations, orders and ordinances.

6. Intellectual Property Rights

- 6.1. Definition. Intellectual Property Rights means any current or future, registered or unregistered rights to:

- 6.1.1. an invention, discovery, secret process, trade secret, know-how, design, improvement or modification of any nature (whether patentable or not)
- 6.1.2. computer software, tables, charts, flow charts, algorithms, diagrams, plans, techniques, data, structures, logical ideas, concepts and processes
- 6.1.3. Confidential Information
- 6.1.4. copyright in any Works
- 6.1.5. trademarks
- 6.1.6. patents

made, written or developed by the Parties in relation to this Agreement, whether or not capable of statutory protection.

- 6.2. **"Work Product"** includes, but is not limited to, all specifications, formulae, drawings, designs, photographs, samples, reports, documentation, program materials, studies, models, software (including source code), coding, databases, whether or not complete, which is created, developed, and/or produced by Supplier under this Agreement. Such Work Product will be deemed **"works made for hire"** and as such, Utopia will receive all rights, title, and interest thereto. However, if any such Work Product is not determined to be "works made for hire", Resourcing Vendor agrees to assign, and hereby assigns to Utopia and its successors the entire right, title, and interest, in and to such Work Product. Upon the request of Utopia or at the completion, termination, cancellation, or expiration of this Agreement and/or any Statement of Work, Resourcing Vendor shall promptly deliver to Utopia, without charge and in a mutually agreeable format, all Work Product (whether or not complete).
- 6.3. The Parties agree that all the Intellectual Property generated pursuant to this Agreement is the property of Utopia. Resourcing Vendor hereby assigns all right, title, and interest therein to Utopia or its Customer as directed by Utopia, and will execute any further documents at Utopia's request to make effective this provision. If the Resourcing Vendor uses any of its pre-existing Intellectual Property in the Work Product then such pre-existing Intellectual Property shall be informed by the Resourcing Vendor to Utopia before infusing such Intellectual property in the Work Product. Unless Resourcing vendor lists such Intellectual Property and is agreed in writing by both the parties to be pre-existing Intellectual property of the Resourcing Vendor, it shall be considered as work made for hire.
- 6.4. Resourcing Vendor agrees to assist Utopia and/or Customer in securing, maintaining and defending all the Intellectual Property Rights for Utopia's and/or the Customer's benefit.

7. Expenses

Each Party will be responsible for its own expenses incurred towards the activities undertaken under this Agreement and in the execution and negotiation of any contracts in relation thereto except as specifically agreed in the SOW.

8. Nondisclosure of Confidential Information

- 8.1. Definition. "Confidential Information" means any oral, written, graphic or machine readable information disclosed or received in relation this Agreement and the transactions contemplated herein (whether prior to or during the term of this Agreement) which the disclosing Party may reasonably consider to be confidential including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, customer lists, prices and details of business discussions, personal data or information, marketing or finances of the disclosing Party, background and/or reference material and examples.
- 8.2. Confidentiality Obligations. Each Party agrees that Confidential Information may only be used by the receiving Party with respect to the performance of its obligations under this Agreement, and only by directors, officers, employees, consultants and agents of the receiving Party who are required to have the information. Neither Party shall disclose or permit disclosure of any Confidential Information of the other Party to third parties. The receiving Party shall protect the Confidential Information of the disclosing Party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination or publication of such Confidential Information, as the receiving Party uses to protect its own confidential information of like nature. Each Party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing Party which may come to the receiving Party's attention.
- 8.3. Exceptions. Notwithstanding the above, neither Party shall have liability to the other with regard to any Confidential Information of the other which the receiving Party can prove:
- 8.3.1. was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving Party;
 - 8.3.2. was known to the receiving Party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;
 - 8.3.3. is disclosed with the prior written approval of the disclosing Party;
 - 8.3.4. becomes known to the receiving Party, without restriction, from a source other than the disclosing Party without breach of this Agreement by the receiving Party and otherwise not in violation of the disclosing Party's rights; or
 - 8.3.5. is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided however, that the receiving Party shall provide prompt notice of such court order or requirement to the disclosing Party to enable the disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- 8.4. Return of Materials. Any materials or documents that have been furnished by one Party to the other in connection with this Agreement shall be promptly returned by the receiving Party, accompanied by all copies of such documentation, within ten (10) days upon the written request of the disclosing Party.
- 8.5. Survival. The Confidentiality Obligations specified in this Agreement shall survive the termination or expiration of this Agreement.

9. Non Solicitation of Employees

Both Parties to this Agreement agree that during the term of this Agreement and one year subsequent to the termination or expiry of this Agreement, they each will not solicit the other Party's employee(s).

10. Term and Termination

- 10.1. This Agreement is for an initial period of one year from the effective date and may be renewed for further periods of one year or more subject to mutual agreement. Notwithstanding any other terms and provisions herein, this Agreement may be terminated by:
- 10.1.1. Utopia, immediately by notice if the Resourcing Vendor fails to provide the work authorization for the Contract staff as warranted in Clause 5.3 above.
 - 10.1.2. sixty days written notice of either Party; or
 - 10.1.3. Immediately by notice in writing of either Party ("**the Terminating Party**") if
 - 10.1.3.1. the other Party is in breach of this Agreement (which is not remedied within 10 days of a written notice by the Terminating Party to the Party in breach setting out the details of the breach and requesting for it to be remedied); or
 - 10.1.3.2. the other Party becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration.
- 10.2. Upon termination pursuant to clause 10.1.2 or the expiry of this Agreement, both Parties are excused from any contractual obligations during the notice period. However, if the term of the SOW is existing on the date of termination of this agreement, the terms and conditions of this agreement will survive until the SOW is in force and shall cease to exist when the SOW is terminated.
- 10.3. If this Agreement is terminated pursuant to clause 10.1.3, the parties are discharged from any ~~liability for further performance of this Agreement, without prejudice to any rights or obligations~~ which shall have accrued or become due between the parties prior to the date of termination.
- 10.4. Any provisions of this Agreement which by their intent or nature would require continuation shall survive any termination of this Agreement for whatever reason. Without limiting the above, Clauses 3.4(Payment), 4 (New business opportunities from an existing Customer), 5 (Warranties and Indemnity), 6(Intellectual Property Rights), 8(Non Disclosure of Confidential Information), 9(Non Solicitation of Employees) and 11 (Governing law; Jurisdiction) shall survive the termination of this Agreement for whatever reason.

11. Governing Law; Jurisdiction

- 11.1. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the British Columbia without giving effect to principles of conflicts of law.
- 11.2. If a dispute arises out of or relates to this contract, or the breach thereof, the Parties agree to settle the dispute by resorting to arbitration. The arbitration will be conducted by one arbitrator, jointly appointed by both the Parties. The proceedings shall be conducted in English language in the City of Vancouver, Canada in accordance with the LCIA rules.

12. General

- 12.1. **Announcements.** Resourcing Vendor shall not publicize or disclose to any third party without the prior written consent of Utopia, either the terms of this Agreement or its existence or any other matter pursuant or in relation thereto, except where necessary to comply with the obligations of this Agreement.
- 12.2. **Subcontract.** Resourcing Vendor shall not subcontract the whole or any part of the performance or obligations of this Agreement without the prior written consent of Utopia.
- 12.3. **Assignment and Novation; Successors and Assigns.**

- 12.3.1. The benefit of this Agreement shall not be assigned by a Party without the other Party's written consent. A Party may consent to the assignment or novation of this Agreement subject to such terms as it chooses.
- 12.3.2. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 12.4. Severability. If any provision of this Agreement is held to be unenforceable for any reason, this Agreement shall remain otherwise in full force apart from such provision which shall be deemed deleted.
- 12.5. Independent Contractors. Nothing contained in this Agreement shall be construed to constitute Utopia and Resourcing Vendor as partners, joint venture partners, co-owners or otherwise as participants in a joint or common undertaking or create any employment relationship between the parties, nor shall either Party have the right, power or authority to create any obligation or duty on behalf of the other or bind the other by contract or otherwise. Resourcing Vendor acknowledges that Utopia is not the employer of Contract Staff and there is no employer-employee relationship between Utopia and the Contract Staff provided by Resourcing Vendor.
- 12.6. Remedies.
- 12.6.1. The provisions of this Agreement, and the rights and remedies of the parties under this Agreement are cumulative and are without prejudice and in addition to any rights or remedies a Party may have at law or in equity.
- 12.6.2. ~~The Parties each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the other Party and its business.~~
- 12.6.3. The Parties agree that in the event of default of either Party of its respective obligations under clauses 4, 8 and 9 of this Agreement, monetary damages will be inadequate to compensate the non-defaulting Party. Accordingly and without prejudice to all other rights of remedies, the non-defaulting Party shall have the right to specific performance (including injunctive relief) of the defaulting Party's obligations under the said clauses.
- 12.7. Amendment and Waiver.
- 12.7.1. The provisions of this Agreement shall not be varied, except by agreement in writing signed by both parties.
- 12.7.2. Failure to enforce any provision of this Agreement by a Party shall not constitute a waiver of any term hereof by such Party.
- 12.8. Resourcing vendor confirms that his employees and/or sub-contractors will abide by the terms of this agreement including clause 4.
- 12.9. Notices. Notices under this Agreement may be delivered by hand, by mail or facsimile to the addresses specified in the execution page of this Agreement. Notices shall be deemed given:
- 12.9.1. in the case of hand delivery, at time of delivery;
- 12.9.2. in case of posting, three days after mailing; and
- 12.9.3. in case of facsimile, immediately upon transmission if received on a business day or otherwise at the commencement of the first following business day, provided a confirming copy is sent by post the next business day.

If to Utopia:



Utopia Data Inc.
550 Burrard Street No. 2300,
Vancouver, BC V6C 2B5, Canada

With a copy to:

Legal Department
Utopia Global
405 Washington Blvd., Ste. 203,
Mundelein, IL 60060 USA

Email: legal@utopiainc.com

If to Resourcing Vendor:

C CUBED Data Integrators
3 Wood Willow Close SW,
Calgary AB, T2W 4H1

Email : bill.towsley@ccubeddi.com

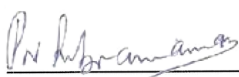
12.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Each counterpart may be executed by the parties and transmitted by facsimile transmission and shall be as valid and effectual as if executed as an original.

12.11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

12.12. LIMITATION OF LIABILITY. NEITHER PARTIES SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF ITS SERVICES).

The parties have executed this Agreement as of the Effective Date.

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