



CONSULTING and CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made effective on May 29, 2018

BETWEEN:

C CUBED Data Integrators Partnership.
Box 43, Site 2, RR8 Calgary, AB T2J 2T9
(Hereinafter called the "C CUBED DI")

and

Wakiyan Consulting Ltd
112196 266 Ave W Foothills Alberta T1S3B4
(Hereinafter called the "Contractor")

WHEREAS:

- (a) C CUBED DI wishes to retain the Contractor to perform certain services; and
- (b) C CUBED DI and the Contractor wish to identify their respective responsibilities and to provide for confidentiality of any information relating to this Agreement

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Contractor will provide consulting services, hereinafter called the "Services", to C CUBED DI as per the following rate table attached in Schedule "A": Statement of Work, plus GST if applicable.
2. The services supplied by the Contractor shall be performed by **Allen Kessler** (the "Representative"). The Contractor is retained as an independent contractor. The Contractor will perform scheduled services outlined Schedule "A": Statement of Work on behalf of C CUBED DI. All business is to be conducted as a representative of C CUBED DI.
3. The Representative will determine work hours and work schedule required to deliver the scheduled services, within the reasonable office hours dictated by the Client. The Services shall be performed at the venue directed by the Client. It is the Contractor's responsibility to track hours of service. It is C CUBED DI's responsibility to monitor the activities and value of the Services provided by the Representative.
4. The Contractor will submit separate invoices (including any applicable taxes) for each schedule. Invoices will be submitted to C CUBED DI bi-weekly in respect of the Services provided in the preceding month. C CUBED DI will pay the Contractor invoices within 5 days of receipt of the contractor's invoice.
5. The Contractor shall ensure that it and the Representative comply with the code of conduct, safety and alcohol and drug policies of the client.
6. All Intellectual Property which the Contractor or the Representative conceive or make, alone or with others, which has directly or indirectly resulted from the Services provided, shall be the



sole and absolute property of the Client as per the agreement between C CUBED DI and the Client and shall be disclosed or divulged promptly by the Contractor only to the Client.

7. The Contractor shall at all times, both during and after the term of this Agreement, ensure that the Contractor and the Representative maintain in confidence and do not disclose or permit disclosure of any Confidential Information to any entity or utilize any Confidential Information, except as may be required to perform the Services under this Agreement.
8. For the purpose of this Agreement, Confidential Information shall include all information (whether or not in writing) received or acquired by the Contractor during the course of, or incidental to the performance of the Services and which in any way concerns or is related to the property, business, undertaking or affairs of the Client, including without limitation, all Client documentation, and all Client proprietary application knowledge; with the exception only of information which is public or becomes public information through no action for the Contractor and information which is received from another entity lawfully in possession of the information and under no obligation to keep the information confidential.
9. This Agreement shall constitute a periodic consultancy and the Contractor shall commence the Services **July 3rd, 2018** and shall terminate the Services on **March 31, 2019** unless renewed by agreement between the parties. In the event of renewal, the provisions of this Agreement shall govern unless otherwise amended in writing, signed by both parties.
10. This Agreement may be terminated by C CUBED DI or the Contractor on ten (10) business days written notice.

Dated at Calgary, Alberta this 29th day of May, 2018.

C CUBED Data Integrators Partnership
GST#: 81254 2363 RT0001

Per: _____
Carla Cook, Managing Partner

Wakinyan Consulting Ltd.
GST#: 778835918 RT0001
WCB# n/a

Per: 
Allen Kessler, President



SCHEDULE "A"

Statement of Work

Representative:	Allen Kessler
Rate:	\$ 130 / hr
Description of the Services	Description from SOW
Service Start Date:	2018-07-03
Service End Date:	2019-03-31
Client Name:	Husky Energy Inc.

Dated at Calgary, Alberta this __29th__ day of _____ May _____, 2018

C CUBED Data Integrators Partnership
GST#: #81254 2363 RT0001

Wakinyan Consulting Ltd.
GST#: 77883 5918 RT0001
WCB# n/a

Per: _____
Carla Cook, General Partner

Per:  _____
Allen Kessler, President

