

# CONSULTING AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made effective on Jan 01, 2021

BETWEEN:

**C Cubed Data Integrators Inc.**  
**3 Wood Willow Close SW, Calgary , Alberta , T2W 4H1**  
(the "**Consultant**")

– and –

**S.i. Systems Partnership**  
**Oxford Tower, 10025 - 102A Ave , Suite 1004 Edmonton , T5J 2Z2**  
(the "**Company**") (Collectively the "**Parties**")

WHEREAS the Company wishes to engage the Consultant to provide consulting services (the "**Services**") to **Nutrien - Saskatoon** (the "**Client**") on behalf of the Company, the specific details of which are to be agreed to by the Consultant and the Client;

AND WHEREAS the Parties wish to set out the terms of the engagement of the Consultant as an independent contractor as set forth herein;

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

## **PAYMENT, TERM, INVOICING, EXPENSES, TAXES AND SERVICE PROVIDER**

1. The Consultant will make **Pradeep Venneti** (the "**Approved Representative**") available to the Company for the purpose of providing the Services to the Client. The Consultant will be paid only for Services provided by the Approved Representative in accordance with the following fee schedule for the following term (the "**Term**");

<i>Description</i>	<i>Pay Rate</i>	<i>Start Date</i>	<i>End Date</i>
Regular	CDN \$ <b>95.00 Per Hour</b> plus any applicable GST or HST	<b>Jan 01, 2021</b>	<b>Dec 31, 2021</b>

2. The Consultant covenants that it will make commercially reasonable efforts to ensure that the Approved Representative will conduct itself in accordance with the rights and obligations contained in this Agreement. The Services are to be provided only by the Approved Representative. The Consultant may, subject to the prior written consent of the Company, change the Approved Representative.

3. The Consultant can utilize any internal processes for recording of timesheets, taxes, expenses or other record keeping and documentation, but must submit an Authorized Timesheet (as defined below) via the S.i. Systems website as an e-timesheet, other authorized timesheet or Client Vendor Management System ("VMS") (the "**Submission Procedures**") for payment. If the Client uses a VMS, the Authorized Timesheet may be submitted by the Client on the Consultant's behalf. Each Authorized Timesheet shall accurately record the time spent on behalf of the Client performing productive project related tasks, and be in the form as approved by the Company.

4. The Consultant will only be entitled to payment for Services recorded in a timesheet or approved substitute, that has been explicitly approved by an authorized Client representative (an " Authorized Timesheet"). Any Client VMS fees, insurance administration fees, and or payroll fees will be deducted at time of payment as per current Client policy in effect. Payments for approved time will be subject to an insurance administration fee of \$18 per month.

5. Payment will be made by Electronic Funds Transfer ("EFT") 5 business days after the Company receives payment by the Client.

Payment of expenses authorized by the Client, supported by relevant documentation where necessary, and incurred by the Consultant will be paid via EFT within 5 business days of receipt of all relevant documentation and the Company receiving payment from the Client.

## **VALID CORPORATION, GST/HST REGISTRANT AND INDEPENDENT CONTRACTOR**

6. The Consultant represents and warrants that it is a duly incorporated, valid and subsisting corporation under the laws of its jurisdiction of formation, capable of carrying on business for itself. As such, each of the Consultant and the Approved Representative are not, and shall be deemed not to be an employee of the Company. Nothing in this Agreement shall be construed to create a relationship of employer and employee between, on the one hand, the Company, the Client or any of their agents, employees, independent contractors, or other representatives, and on the other hand, the Consultant or its Approved Representative, or their employees, agents, contractors or other representatives (the "**Personnel**"). Consultant warrants that all Personnel are lawfully able to work in Canada.

7. The Consultant represents that it is a "Registrant" as defined in s. 123(1) of the Excise Tax Act (Canada) with respect to GST or HST and its registration number is **Pending**. The Consultant acknowledges that the Company shall not be able to make any payment hereunder unless and until Consultant provides copies of Consultant's certificate of incorporation, a void cheque, evidence that Personnel are lawfully able to work in Canada, and its GST or HST number to the Company.

8. The Consultant is an independent contractor and not an employee of the Company or the Client, and as such:

- shall maintain administrative services and an office separate from any workspace and support services provided by the Client or Company to the Approved Representative;
- shall control and define the manner in which the Services are provided, and shall be responsible to set the working hours of, and to provide supervision and direction to the Approved Representative;
- shall be free to provide Services to any other entity, provided that it complies with the terms hereof and does not: (i) prejudice the rights of the Company under this Agreement, or (ii) act in a manner that is prejudicial to the interests of the Client;
- neither it nor any of its Personnel, shall have the authority to enter into any binding or enforceable contract, or incur any liability on behalf of the Client or Company and such parties shall not represent such authority to any third party; and
- shall: (i) be responsible for all taxes, liabilities, expenses, background checks, insurance administration fees and assessments in any way relating to the Services to the Client and payments made to the Consultant in respect of the Services, and (ii) collect and remit, when payable, GST, PST, QST or HST in respect of the Services provided, and will, upon request provide proof of the same to the Company.

In addition to the foregoing, Consultant shall: (a) maintain compliance with Back-Check™ requirements (or an equivalent screening and background checking program acceptable to Client) for all Consultant employees and Subcontractors; (b) upon Client's request, provide proof that background checks are being properly initiated and completed; and (c) maintain compliance with photo badge requirements for all Consultant employees and Subcontractors. Client reserves the right to request the removal of, and Consultant shall forthwith remove, a Consultant employee or Subcontractor on a site by site basis in the event there is sufficient evidence of behavior contradictory to the Client's Consultant Code of Conduct, negligence, theft, or for any violation of Canadian labour laws or regulations.

9. Without limiting in any way the foregoing, including but not limited to paragraph 7(e), if the Company is required by any governmental authority, at any time, to pay on the Consultant's or Approved Representative's behalf any assessments or GST or HST, the Consultant will, forthwith upon notice, reimburse the Company for such payment, together with interest and any penalties applicable to such assessments. The Consultant's obligations under this paragraph, without limiting any other rights or obligations in this Agreement will survive the termination of this Agreement and remain in effect thereafter.

## **INTELLECTUAL PROPERTY**

10. The Parties agree that all work products, materials, documents and intellectual property (including without limitation all computer programming, software, inventions, designs, ideas, discoveries, works, creations, patents, copyrights and trade-marks) and all intellectual property rights or other rights relating thereto and developed by the Consultant or Approved Representative during the course of, in connection with, or as a result of, the performance of any Services shall be the sole and exclusive property of, and owned by the Client, without any obligation to pay royalties, fees or other charges of any kind or description. Any moral rights that may exist in any of the foregoing are expressly waived by the Consultant.

Consultant also acknowledges and agrees that all worldwide right, title and interest including, without limitation, all intellectual property rights in and to the Deliverables vest in Client and remain the sole property of Client upon their creation at every stage of their development. Consultant further acknowledges that Client shall retain exclusive ownership rights in and to any proprietary information derived from rights under intellectual property laws, including, without limitation, any software (in source code or object code form), methodologies, or processes disclosed or made available by Client to Consultant. To the extent that Consultant or its employees, Subcontractors and/or other representatives may, under applicable law, be entitled to claim any ownership interest in any of the foregoing, and to give effect to the foregoing sentence, Consultant agrees to and does hereby legally assign, and/or agrees to have assigned, to Client all intellectual property rights in and to same.

## **CONFIDENTIALITY**

11. "Confidential Information" means all non-public information provided by the Company or Client to the Consultant in connection with the services to be performed by the Consultant under the Consulting Agreement, including all of the Client's information. Confidential Information includes, but is not limited to, information and records pertaining to Company, the Client and their respective Affiliates' (as such is defined in the Consulting Agreement) policyholders, clients, employees, advisors, contractors and other persons, businesses, data, programs, operational procedures, products, plans, processes and systems. Confidential Information shall not include any information that is or becomes generally available to the public through no fault of the Consultant.

The Consultant will collect, use, store and disclose the Confidential Information solely for the purpose of providing services under the Consulting Agreement, and in accordance with the terms of this Undertaking and the instructions of Company.

The Consultant will safeguard the Confidential Information from inappropriate or unauthorized access, use or disclosure, and in so doing will exercise commercially reasonable efforts to be completely compliant with any Clients policies for protecting its proprietary and confidential information. The Consultant will keep confidential and not otherwise disclose the Confidential Information, except where the information is required to be disclosed pursuant to any court or regulatory order, provided that Company is given prompt written notice of such order.

The Consultant shall at all times, both during and after the Term, make best efforts to ensure it, and its Personnel maintain in confidence and do not disclose or permit disclosure (via any action or inaction) of any confidential information including all information (whether or not reduced to writing), received or acquired by the Consultant and its Personnel during the term of this Agreement, or incidental to the property, business, undertakings, or affairs of the Company or the Client, with the exception only of information which is public or becomes public information through no action of the Consultant.

## **PRIOR AGREEMENTS, TERMINATION AND CONTRACT VALIDITY**

12. This Agreement replaces and supersedes any prior agreement between the Company and Consultant.

13. This Agreement is a periodic consultancy only for the Term in paragraph 1.

14. This Agreement can only be terminated: (a) by the Company or the Consultant on 2 days notice for any reason; (b) immediately by the Company if the Client terminates its contract for Services with the Company for any reason; or (c) immediately by the Company for cause or breach of any term by the Consultant; or (d) automatically on expiry of the Term.

15. Upon expiry or termination of the performance of the Consultant's services under the Consulting Agreement or upon Company's request, the Consultant will cease the use of the Confidential Information, including any copies or reproductions, or any abstracts or summaries thereof, and will return same immediately to Company or the Client, as the case may be. Alternatively, with Company's consent, the Consultant will destroy such Confidential Information in the Consultant's care and control, by means acceptable to Company and will provide Company with a sworn declaration of destruction or other evidence of destruction satisfactory to Company.

16. The Consultant acknowledges that a breach of the provisions of this Undertaking may result in immediate and irreparable harm and significant damages to Company and/or the Client. The amount of such harm and damages would be difficult to quantify. Monetary damages would not be a sufficient remedy for the breach. Accordingly, the Consultant agrees that in the event of a breach or a threatened breach, Company shall be entitled to seek an injunction against such breach or threatened breach and to enforce the provisions of this Undertaking, in addition to the other remedies available to Company. Company shall be entitled to its costs and expenses of obtaining such an injunction, including its reasonable legal expenses, from the Consultant.

17. Immediately upon termination or expiry of this Agreement, the Consultant shall deliver to the Company or its designate all originals and copies of any documentation relating to the Services or this Agreement and any other Confidential Information in such parties possession or control.

18. If any covenant or provision contained in this Agreement is found to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.

Dated at Edmonton, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

C Cubed Data Integrators Inc.  
**(The Consultant)**  
Per:

\_\_\_\_\_  
Carla Cook

Contract ID 98062

**S. I. SYSTEMS PARTNERSHIP by  
its partner  
S.I. SYSTEMS ULC.**  
Per:

\_\_\_\_\_  
Natalia Fong  
Account Executive

**This Contract was entered into on behalf of C Cubed Data Integrators Inc. electronically in Flo-Thru this 22nd day of December, 2020 by user accounting@ccubeddi.com via the S.i. Systems secure web portal.**

**Document History**

1. E-Contract sent to Carla Cook web account by Natalia Fong  
04:36 PM MST on 18 Dec, 2020
2. Notification email sent to accounting@ccubeddi.com  
04:37 PM MST on 18 Dec, 2020
3. Contract Acceptance flow entered  
10:50 AM MST on 22 Dec, 2020
4. Accepted  
10:51 AM MST on 22 Dec, 2020