



C CUBED DATA INTEGRATORS

CONSULTING and CONFIDENTIALITY AGREEMENT

THIS AGREEMENT made effective on June 7, 2019

BETWEEN:

C CUBED Data Integrators General Partnership.
3 Wood Willow Close SW Calgary, AB T2W 4H1
(Hereinafter called the "C CUBED")

And
SLP Systems Inc
53 Redstone Road NE, Calgary AB, T3N 0M3
(Hereinafter called the "Contractor")

WHEREAS:

- (a) C CUBED wishes to retain the Contractor to perform certain services; and
- (b) C CUBED 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 as per the following rate table attached in Schedule "A", plus GST if applicable.
2. The services supplied by the Contractor shall be performed by Pradeep Venneti (the "Representative"). The Contractor is retained as an independent contractor. The Contractor will perform the outlined scheduled services on behalf of C CUBED. All business is to be conducted as a representative of C CUBED.
3. The Representative will work the reasonable office hours dictated by Utopia Data, Inc. —hereinafter called "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'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 monthly in respect of the Services provided in the preceding month. C CUBED will invoice the Client and pay the Contractor's invoices within 3 days of receiving payment from the Client.
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. Insurance Requirements
 - (a) Commercial General Liability
The Representative will be covered under C CUBED's Commercial General Liability insurance for the Services under this contract.
 - (b) Errors and Omissions

The Representative will be covered under C CUBED's Errors and Omissions insurance for the Services under this contract.

7. All Intellectual Property which the Contractor or the Representative conceive or make, alone or with others and which has resulted from the Services provided, shall be the sole and absolute property of the Client as per the agreement between C CUBED and the Client and shall be disclosed or divulged promptly by the Contractor only to the Client.
8. The Contractor shall at all times, both during and after the term of this Agreement, ensure that it and the Representative maintain in confidence and do not disclose nor 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.
9. 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.
10. This Agreement shall constitute a periodic consultancy and the Contractor shall commence the Services on June 5, 2019 and shall terminate the Services August 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.
11. This Agreement may be terminated by C CUBED or the Contractor on ten (10) business days written notice.

Dated at Calgary, this June 7, 2019.

C CUBED Data Integrators General Partnership

Per: WB Towsley

Name: Bill Towsley

Title: Managing Partner

SLP Systems Inc.

GST#: 820804839 RT0001

Per: Pradeep V

Pradeep Venneti, Director

SCHEDULE "A"

| | |
|--------------------------------------|--|
| Representative: | Pradeep Venneti |
| Rate: | \$100 / Hour |
| Services: | Data Quality Consultant with skills in SAP, DM, IS, DS |
| Service Scheduled Start Date: | July 8, 2019 |
| Service Scheduled End Date: | August 2, 2019 |
| Client Name: | Utopia Data, Inc. |

Dated at Calgary, this June 7, 2019.

C CUBED Data Integrators General Partnership

Per: WB Towsley

Name: Bill Towsley

Title: Managing Partner

SLP Systems Inc.

GST#: 820804839 RT0001

Per: Pradeep.V

Pradeep Venneti, Director