



January 07, 2021

STRICTLY PRIVATE & CONFIDENTIAL

Innovation Cluster
270 George St N, 3rd Fl
Peterborough, ON K9J 3H1

Dear Punyaja Mishra:

I am pleased to officially offer you the unpaid position of Junior Developer (Intern) **InnovFin Consulting Inc.** on a part-time basis.

Having offered you the position, we have set out below the terms and conditions of your unpaid internship with us. Please review the contents of this letter carefully, as this letter will form the basis of the agreement being entered into between yourself and **Innovfin**. You will be reporting to **Othalia Doe-Bruce, CEO**.

The terms of your internship are outlined below:

1. Start Date and Duration

Your internship will commence on **January 7th, 2021** and this agreement will last until **April 30th, 2021**. Your continued internship is subject to you successfully completing each passing day as described below:

2. Address of Internship

This is a remote position.

3. Position and Duties

Your supervisor will be Othalia Doe-Bruce, (Executive Manager).

Your duties within the firm, as outlined in the job description, will include:

The **Junior Developer (Intern)** will perform various actions related to emerging tech platform development and will:

Assimilate state-of-the-art blockchain, machine learning and/or AR/VR approaches to design, build and optimize solutions for the Edtech industry.

- Actively review scientific papers to remain up-to-date with emerging tech developments.
- Involved in preparing datasets, training and evaluating machine learning models and Algorithms.
- Building or improving upon the front-end and back end of Emerging tech education web and mobile app as needed.
- Participating in software alpha and beta testing as required.



- Document and share findings and results with the team using industry best practices as needed.

InnovFin Consulting Inc. Reserves the right to vary your tasks and duties at its discretion and any such changes will not affect the other terms of this agreement.

At all times during the term of your services, you agree to perform the duties associated with your position to the best of your ability, and to exclusively devote all of your working time and attention to the duties associated with this position. Your performance will be measured not only by the quality and result of your work, but the quantity as well. It is expected that you will consistently produce a high quality of work within the timelines provided.

InnovFin Consulting Inc. reserves the right to monitor your electronic communication to ensure that all communication coming from our offices is professional, appropriate and to the benefit of the firm.

4. Salary and wages

This is an unpaid internship where you will acquire experience in the business place. No monetary exchanges related to salary nor wages shall be expected from this agreement.

You will be subject to a weekly review to aid in the progress of your internship. At the successful completion of your internship you may request our assistance for future work references. The ability to receive favorable recommendations from InnovFin will be based upon your performance and at the discretion of your supervisor.

5. Hours of Work and Overtime

Your working hours are a minimum of 8 hours per week. You might elect to work longer hours at your own discretion and at no cost to the company. You would be provided with flexible work arrangements as discussed with your supervisor.

6. Termination

InnovFin maintains the right to terminate your internship at any time and without notice or payment in lieu thereof, if you engage in conduct which constitutes just cause for summary dismissal.

In the absence of just cause, **InnovFin** may terminate your internship at any other time and for any reason, upon providing you with advance notice.

Due to the dynamic nature of **InnovFin** 's business and project deadlines, resignations midway through a project are not only disruptive but can result in the company failing to meet contractual timelines. Therefore, to ensure continuity and quality of work product, you agree to provide at least two calendar (2) weeks' advance written notice of your intention to resign and you further agree to ensure that the effective date of your resignation occurs after the completion of any project or projects that you are



working on at the time. Despite the foregoing, this notice may be waived by **InnovFin** at its sole discretion, without any further obligation to you, financial or otherwise.

7. Confidentiality

Given the nature of **InnovFin** 's business, maintaining confidentiality with respect to company and client information is an essential term of your internship.

You will not, without **InnovFin** 's prior written permission or as required by law, disclose to any person inside or outside of **InnovFin**, other than your direct supervisor, either during or after your internship, any trade secret, terms of internship, confidential information or material of **InnovFin** , or any information or material received in confidence from **InnovFin** 's clients. Additionally, you shall not make use of **InnovFin** 's confidential information, either during or after your internship for an indefinite period of time, except for the purpose of advancing the business of **InnovFin**, or as authorized by **InnovFin**, or as required by law.

Confidential information means all information, proprietary information or trade secrets belonging to **InnovFin** or its clients, including, without limitation, project mandates, physical or electronic data and business information such as product/project costs, client lists, lists of approved suppliers, sales and profit or loss information, and personal, salary and benefit information of employees and contractors of **InnovFin**.

The term "person" shall be broadly interpreted to include, without limitation, any individual, corporation, company, group, partnership, joint venture, government or regulatory body or authority or any other entity.

Failure to strictly adhere to this provision will result in discipline up to and including termination of your internship. At the conclusion of your internship, you agree to promptly return all confidential information in your possession belonging to **InnovFin** or any of its clients. Should you be required to disclose confidential information belonging to **InnovFin** or any of its clients pursuant to a court order, you agree to notify **InnovFin** as soon as possible.

Should you breach any aspect of this provision, you will be held personally liable for any damages incurred by **InnovFin** as a result.

8. Non-solicitation Agreement

As a condition of your internship, you are required to sign the Non-solicitation Agreement.

9. Severability

In the event that any provision of this agreement or its attachments is found to be void, invalid, illegal or unenforceable by a court of competent jurisdiction, such finding will not affect any other provision of this agreement or its attachments which will continue to be in full force and effect.



10. Modification of Agreement

Any modification of this agreement or its attachments must be in writing and signed by both you and an authorized representative of **InnovFin Consulting Inc.** or it shall have no effect and shall be void.

11. Entire Agreement

This agreement and its attachments constitute the entire understanding between you and **InnovFin Consulting Inc.** with respect to your internship and supersedes all prior oral or written communications or prospects.

12. Governing Law

This agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and Canada.

* * *

Punyaja Mishra, we at **InnovFin Consulting Inc.** look forward to you joining our team and becoming a part of our continued growth and expansion. Should you have any questions, please feel free to contact your supervisor at: o.doebruce@innovfin.ca.

We wish you all the best in your new position.

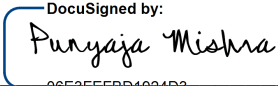
Yours truly,

Othalia Doe-Bruce
Founder and CEO
InnovFin Consulting Inc.

TO BE COMPLETED BY INTERN:

I confirm that I have reviewed the contents of this letter and I agree to be bound by the terms and conditions contained herein during the course of my internship with **InnovFin**.

Punyaja Mishra

Signed: 
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Dated: 1/7/2021

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") dated this 7th day of January, 2021

BETWEEN:

InnovFin Consulting Inc. of 270 George St N, 3rd Fl, Peterborough, ON K9J 3H1 (the "Employer")

- AND -

Punyaja Mishra (the "Intern")

BACKGROUND:

- A. The Intern is currently or may be employed as an Intern with the Employer for the position of: Junior Developer, Intern. In addition to this responsibility or position (the "Employment"), this Agreement also covers any position or responsibility now or later held with the Employer.
- B. The Intern will receive from the Employer, or develop on the behalf of the Employer, Confidential Information as a result of the Employment (the 'Permitted Purpose').

IN CONSIDERATION OF and as a condition of the Employer employing the Intern and the Employer providing the Confidential Information to the Intern in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Confidential Information

- 1. All written and oral information and materials disclosed or provided by the Employer to the Intern under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Intern.
- 2. The Intern acknowledges that in any position the Intern may hold, in and as a result of the Intern's employment by the Employer, the Intern will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Employer and which information is the exclusive property of the Employer.

3. 'Confidential Information' means all data and information relating to the business and management of the Employer, including but not limited to, the following:

- a. 'Customer Information' which includes names of customers of the Employer, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Employer;
- b. 'Intellectual Property' which includes information relating to the Employer's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- c. 'Marketing and Development Information' which includes marketing and development plans of the Employer, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being discussed;
- d. 'Business Operations' which includes internal personnel and financial information of the Employer, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Employer, and the manner and methods of conducting the Employer's business;
- e. 'Product Information' which includes all specifications for products of the Employer as well as work product resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development;
- f. 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of the Employer, including but not limited to, formulas,

patterns, moulds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;

- g. 'Service Information' which includes all data and information relating to the services provided by the Employer, including but not limited to, plans, schedules, manpower, inspection, and training information;
- h. 'Proprietary Computer Code' which includes all sets of statements, instructions or programs of the Employer, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;
- i. 'Computer Technology' which includes all scientific and technical information or material of the Employer, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;
- j. 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Employer; and
- k. Confidential Information will also include any information that has been disclosed by a third party to the Employer and is protected by a non-disclosure agreement entered into between the third party and the Employer.

4. Confidential Information will not include the following information:

- a. Information that is generally known in the industry of the Employer;
- b. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Intern;

- c. Information rightly in the possession of the Intern prior to the disclosure to the Intern by the Employer;
 - d. Information that is independently created by the Intern without direct or indirect use of the Confidential Information; or
 - e. Information that the Intern rightfully obtains from a third party who has the right to transfer or disclose it.
5. Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Employer and will only be used by the Intern for the Permitted Purpose. The Intern will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Employer or any associated affiliates or subsidiaries.
6. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Intern in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.
7. The Intern may disclose any of the Confidential Information:
- a. to such employees, agents, representatives and advisors of the Intern that have a need to know for the Permitted Purpose provided that:
 - i. the Intern has informed such personnel of the confidential nature of the Confidential Information;
 - ii. such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Intern;
 - iii. the Intern agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
 - iv. the Intern agrees to be responsible for and indemnify the Employer for any breach of this Agreement by its personnel.
 - b. to a third party where the Employer has consented in writing to such disclosure; and

- c. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

Avoiding Conflict of Opportunities

- 8. It is understood and agreed that any business opportunity relating to or similar to the Employer's current or anticipated business opportunities coming to the attention of the Intern during the Intern's employment is an opportunity belonging to the Employer. Accordingly, the Intern will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.
- 9. Without the written consent of the Employer, the Intern further agrees not to:
 - a. solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the current or anticipated business activities of the Employer; and
 - b. directly or indirectly, engage or participate in any other business activities which the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer.

Non-Solicitation

- 10. Any attempt on the part of the Intern to induce others to leave the Employer's employ, or any effort by the Intern to interfere with the Employer's relationship with its other Interns and contractors would be harmful and damaging to the Employer. The Intern agrees that from the date of this Agreement until **January 7th, 2022**, the Intern will not in any way, directly or indirectly:
 - a. induce or attempt to induce any Intern or contractor of the Employer to quit their employment or retainer with the Employer;
 - b. otherwise interfere with or disrupt the Employer's relationship with its Interns and contractors;
 - c. discuss employment opportunities or provide information about competitive employment to any of the Employer's Interns or contractors; or

d. solicit, entice, or hire away any Intern or contractor of the Employer.

This obligation will be limited in scope to those persons that were Interns or contractors of the Employer at the same time that the Intern was employed by the Employer.

Non-Competition

11. Other than through employment with a bona-fide independent party, or with the express written consent of the Employer, which will not be unreasonably withheld, the Intern will not, from the date of this Agreement until **April 30th, 2021**, be directly or indirectly involved with a business which is in direct competition with the particular business line of the Employer that the Intern was working during any time in the last year of employment with the Employer.
12. From the date of this Agreement until **January 7th, 2023**, the Intern will not divert or attempt to divert from the Employer any business the Employer had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Employment.

Ownership and Title

13. The Intern acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Intern specifically agrees and acknowledges that the Intern will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trade-marks or trade names, notwithstanding the fact that the Intern may have created or contributed to the creation of that Confidential Information.
14. The Intern does hereby waive any moral rights that the Intern may have with respect to the Confidential Information.
15. The Confidential Information will not include anything developed or produced by the Intern during the term of this Agreement, including but not limited to intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-marks or copyright that:
 - a. was developed without the use of any equipment, supplies, facility or Confidential Information of the Employer;
 - b. was developed entirely on the Intern's own time;

- c. does not relate to the actual business or reasonably anticipated business of the Employer;
 - d. does not relate to the actual or demonstrably anticipated processes, research or development of the Employer; and
 - e. does not result from any work performed by the Intern for the Employer.
16. The Intern agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Intern during the term of the Employment and to assign to the Employer any right, title or interest the Intern may have in the Confidential Information. The Intern agrees to execute any instruments and to do all other things reasonably requested by the Employer (both during and after the term of the Employment) in order to vest more fully in the Employer all ownership rights in those items transferred by the Intern to the Employer.

Remedies

17. The Intern agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Employer. Accordingly, the Intern agrees that the Employer is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Intern, any of its personnel, and any agents of the Intern, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

18. The Intern agrees that, upon request of the Employer, or in the event that the Intern ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, or the expiration or termination of the Employment, the Intern will turn over to the Employer all documents, disks or other computer media, or other material in the possession or control of the Intern that:
- a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
 - b. is connected with or derived from the Intern's services to the Employer.

Notices

19. In the event that the Intern is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Intern will give to the Employer prompt written notice of such request so the Employer may seek an appropriate remedy or alternatively to waive the Intern's compliance with the provisions of this Agreement in regards to the request.
20. If the Intern loses or makes unauthorized disclosure of any of the Confidential Information, the Intern will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.
21. Any notices or delivery required in this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.
22. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:
 - a. InnovFin Consulting Inc.
270 George St N, Peterborough, ON K9J 3H1
 - b. Punyaja Mishra
Address: 448 Abound Crescent, Peterborough, ON K9J 8S3

Representations

23. In providing the Confidential Information, the Employer makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trade-mark infringement that may result from the use of such information.

Termination

24. This Agreement will automatically terminate on the date that the Intern's Employment with the Employer terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

25. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

Amendments

26. This Agreement may only be amended or modified by a written instrument executed by both the Employer and the Intern.

Governing Law

27. This Agreement will be construed in accordance with and governed by the laws of Province of Ontario.

General Provisions

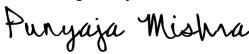
28. Time is of the essence in this Agreement.
29. This Agreement may be executed in counterpart.
30. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
31. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.
32. The Intern is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Employer in enforcing this Agreement as a result of any default of this Agreement by the Intern.

33. The Employer and the Intern acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Employer and the Intern that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Intern to give the Employer the broadest possible protection against disclosure of the Confidential Information.
34. No failure or delay by the Employer in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
35. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Intern.
36. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

IN WITNESS WHEREOF InnovFin Consulting Inc. and Punyaja Mishra have duly affixed their signatures under hand and seal on this 7th day of January, 2021.

InnovFin Consulting Inc.

Per: _____ (Seal)

DocuSigned by:

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Punyaja Mishra