

THIS **CONTRACT** made in duplicate this _____ day of _____, 2018.

BETWEEN:

SOLVERA SOLUTIONS CALGARY,
a partnership registered in the Province
of **Alberta**
("**SOLVERA**")
- And -

SUBCONTRACTOR Corp,
a company incorporated under the laws of
Alberta, having an office in the City of
Calgary, in the Province of **Alberta**
(hereinafter called "**SUBCORP**")

(each, a "**Party**", and collectively, the "**Parties**")

CONTRACTUAL AGREEMENT

WHEREAS this contract (the "**Contract**") is made between SOLVERA and the SUBCORP further to the engagement of the SUBCORP by SOLVERA to provide information technology consulting services in connection with SOLVERA's provision of direct services to, and fulfillment of contracts secured by SOLVERA with, (**Client Name**) (hereinafter referred to as the "**Client**").

NOW THEREFORE for good and valuable consideration exchanged, the Parties agree as follows:

1. Subcontracted Services:

SUBCORP shall provide the dedicated consulting resources listed in Schedule A to facilitate the delivery of services to the Client on behalf of SOLVERA as may be required by SOLVERA's contractual obligations to the Client, all as more particularly described in Schedule B (the "**Work**"). Delivery of the Work to the Client will be in accordance with any timelines specified in Schedule B, and will be coordinated by SOLVERA and/or SUBCORP with the Client, as may be agreed by the Parties.

2. Term:

The term of the Contract (the "**Term**") shall commence on start date, **xxxx, 20xx** and shall expire on end date, **end date**, subject to earlier termination as provided herein. The Parties may renew or extend the term of the Contract by mutual agreement.

3. Payment:

Subject to paragraph 16, SOLVERA shall pay SUBCORP:

- (a) For the Work at the rates, and in accordance with the payment terms, specified in Schedule A. All applicable sales taxes shall be paid in addition to such amounts, but the rates paid for the Work otherwise include all other taxes and disbursements that may be incurred by SUBCORP.
- (b) Travel and accommodation expenses incurred by dedicated consulting resources of SUBCORP, if and as may be required and pre-approved in connection with the Work, and supported by appropriate documentation.

4. Sales Taxes:

SUBCORP represents it is registered as a vendor for all applicable sales tax purposes.

5. Performance of Work:

SUBCORP, through the performance of the Work and use of its dedicated consulting resource(s), shall assist SOLVERA in meeting its obligations to the Client under the direct agreement between SOLVERA and the Client. SUBCORP acknowledges that in order for SOLVERA to meet its obligations to the Client, it will generally require the attendance of the dedicated consulting resources at the Client's site to perform the Work on all regular business days, and during the regular business hours of the Client, during the Term of this Agreement.

SUBCORP shall comply with SOLVERA's Policies in the performance of the Work and while at the Client's site, and shall also take steps to ensure that the dedicated consulting resource(s) are familiar with and agree to comply with SOLVERA's Policies. For the purposes of this Contract, "**SOLVERA's Policies**" mean SOLVERA's policies and procedures, both as amended or introduced from time to time by SOLVERA, that SOLVERA has provided SUBCORP with notice of, and shall also include, without limitation, any requirements, policies or procedures of SOLVERA or the Client that are included in Schedule C, or that SOLVERA may from time to time post on SOLVERA's internal website or otherwise provide SUBCORP with notice of.

SUBCORP agrees to participate in SOLVERA's performance review process with the Client as a method of gathering feedback. This feedback will be provided to SUBCORP, for further provision to each of the dedicated consulting resources involved in the performance of the Work.

6. Professional Development Commitment:

SUBCORP commits to a minimum of 40 hours of professional development annually for each of the dedicated consulting resources performing Work under this Contract. In the event that the dedicated consulting resources are provided for a period that is less than one year, then this commitment will be pro-rated on an annual basis. The content and delivery method of the professional development will be mutually agreed upon by Solvera and SUBCORP, in consultation with the Client. For further clarity, the development could be in the form of classroom training, online training, research, reading or other forms as may be appropriate and

agreed.

7. Status:

SUBCORP consulting resource(s) are not employees or agents of SOLVERA or the Client. SUBCORP's dedicated consulting resource(s) specified in Schedule A are not prohibited from working for other customers of SUBCORP, but SUBCORP agrees that it shall ensure that any such work will not interfere with or delay performance of the Work. SUBCORP agrees, and shall ensure that all SUBCORP consulting resource(s) dedicated to the Work agree or have agreed pursuant to contract between SUBCORP and the dedicated consulting resource, as may be applicable, to indemnify SOLVERA and the Client from any liability for Workers' Compensation assessments or payments, tax or regulatory source deductions and remittances, holiday pay, or any other similar obligations or liabilities that may be assessed against or incurred by SOLVERA or the Client in respect of SUBCORP or its dedicated consulting resource(s), including without limitation any interest or penalties assessed against SOLVERA or the Client. SOLVERA agrees to provide general liability and errors & omissions insurance on behalf of SUBCORP and its consulting resources as may necessary to cover the Work performed under this Agreement. The indemnification obligations contained in this paragraph 7 shall survive the expiration or other termination of this Contract.

8. Ownership of Intellectual Property:

All inventions, data, writings, reports, specifications, trade secrets, computer software, or designs prepared or created by SUBCORP or its consulting resource(s) in the performance of this Contract (the "**Arising IP**") shall be and become, and any amendments or improvements thereto shall become and remain, the exclusive property of SOLVERA, or the Client, as may be applicable. SOLVERA or the Client, as may be applicable, shall hold all proprietary and intellectual property rights in the Arising IP, including without limitation copyright in and to any such data that may be used or incorporated into the Arising IP, and shall have the unlimited right to use, copy, broadcast, reproduce, disclose, and publish the Arising IP, without any claim on the part of SUBCORP for additional compensation. SUBCORP irrevocably waives, and agrees to ensure that its consultant resources irrevocably waive, any related moral or similar, non-transferable rights that it may have in relation to the Arising IP. SUBCORP further agrees to execute, and to ensure that its consulting resource(s) execute, any assignments, documents or waivers of moral rights as may be requested by SOLVERA in connection with this paragraph. This paragraph 8 shall survive the expiration or other termination of this Contract.

9. Confidentiality:

SUBCORP agrees to execute and deliver, and to require its consulting resource(s) to execute and deliver, SOLVERA's standard form of Confidentiality and Non-Disclosure Agreement, as included in the attached Schedule D. This Confidentiality and Non-Disclosure Agreement shall apply to the Work performed, and confidential information exchanged or accessed, pursuant to this Contract. The Parties agree that this Contract is confidential in nature, and SUBCORP agrees not to discuss or disclose the existence of this Contract nor any of the terms hereof, including without limitation the compensation of its dedicated consulting resource(s), with third parties, the Client or other SOLVERA contractors or employees. This paragraph 9 shall survive the expiration or other termination of this

Contract.

10. No Approaches to Client:

SUBCORP agrees not to, and to requires its consulting resource(s) not to, market to or to solicit, either directly or indirectly, the Client, or respond to any Requests for Proposal issued by the Client during the Term of this Contract.

11. No Contracts with Client:

SUBCORP further agrees not to, and to require its consulting resource(s) not to, without the prior written consent of SOLVERA enter into any direct or indirect agreements to provide services to the Client other than through SOLVERA during the Term of this Agreement. In addition, SUBCORP will not, and will require its consulting resources not to, provide services to the Client for a period of six months following expiration or termination of this Contract (whether as independent contractor, contracted through another agency or organization, employee of another agency or organization, or as an employee of the Client) so that SOLVERA is able to effectively secure and maintain its proprietary rights to trade secrets and know-how during this post-Contract period. This restriction shall survive the expiration or other termination of this Contract.

12. Personal Contract:

This Contract is personal in nature and neither of the Parties shall, without the prior written consent of the other, assign or transfer this Contract or any of their respective rights hereunder:

- (a) provided that SOLVERA may assign this Contract to any of its affiliates or subsidiaries;
and
- (b) SUBCORP may assign all or part of the Work to its employees, but only upon prior approval of SOLVERA (which SUBCORP acknowledges may also require approval of the Client).

13. Early Termination:

- (a) **For Cause:** SOLVERA may terminate this Contract for cause in the event that SUBCORP, or any SUBCORP consulting resource(s), breaches any provision of this Contract, by providing SUBCORP with 1 day written notice.
- (b) **For Convenience:** Either SOLVERA or SUBCORP may terminate this Contract for convenience at any time before the expiration of the Term by providing the other Party with 30 days' written notice. In the event of such a termination, SOLVERA shall be under no obligation to SUBCORP on termination other than for the payment of any invoices outstanding for services properly rendered by SUBCORP prior to the date of termination.
- (c) **Death or Disability:** In the event that a dedicated consulting resource noted in Schedule A dies or becomes disabled, which for the purposes of this Contract means unable to substantially perform work duties, skills or work-related functions to a reasonable level according to industry standards, SUBCORP shall have the right to request reassignment of the Work, or the relevant portion of the Work, to an alternate consulting resource. In the event that SOLVERA does not approve of such reassignment or the alternate

consulting resource selected, SOLVERA shall have the right to terminate this Contract upon notice. In the event of such a termination, SOLVERA shall be under no obligation to the SUBCORP other than for the payment of any invoices outstanding for services properly rendered by SUBCORP prior to the date of termination.

- (d) **Solvera's Contract With the Client is Terminated:** SOLVERA may terminate this Contract effective immediately upon notice if its direct contract with the Client on which this engagement is based is terminated for any reason.
- (e) Termination of this Contract by SOLVERA shall not deprive SOLVERA of any of its rights, remedies or actions that it may have against SUBCORP in law, equity or otherwise, including without limitation damages or injunctive relief.

14. Return of Information:

SUBCORP shall, and shall require its consultant resources to, immediately upon termination of this Contract, return to SOLVERA all papers, documents, data, specifications, Confidential Information as defined in Schedule D, or other information pertaining to the Client or the Work performed by the SUBCORP pursuant to this Contract, and all other property belonging to SOLVERA or the Client.

15. Materials and Support:

SOLVERA has no obligation to provide, nor reimburse, SUBCORP for equipment, materials, office space, office supplies, computer software, computer hardware, or general administrative support required for the performance of the Work, and all such materials and support shall be provided by SUBCORP at its sole cost and expense.

16. Time Recording:

SUBCORP shall track and record all time incurred by it and its dedicated consultant resources in the performance of the Work in detailed timesheets. SUBCORP shall be provided with limited access to, and shall enter its timesheets regarding the Work into, Solvera's Replicon system for provision to and review by SOLVERA and the Client. When each such timesheet is approved by SOLVERA and the Client, SUBCORP will be paid based on the hours approved. No invoice is required to be issued by SUBCORP to SOLVERA.

17. Warranties, Indemnification and Limitation of Liability:

- (a) **Quality of Service.** SUBCORP represents and warrants to SOLVERA that the Work will be of professional quality, will conform to generally accepted industry practices, and will be performed in an efficient, professional, skillful and careful manner in accordance with all requirements of this Contract.
- (b) **SUBCORP Indemnity.** SUBCORP shall defend, indemnify and hold harmless SOLVERA and the Client, and their respective employees and agents, from and against all losses, expenses and damages which may be brought against or incurred by either SOLVERA or the Client, or their respective employees or agents, as a result of claims, demands, actions or proceedings made or taken by a third party for a breach of applicable law, a breach of this Contract, or the negligent or wilful acts of SUBCORP

or its consultant resources.

- (c) **Survival.** This paragraph 17 shall survive the expiration or other termination of this Contract.

18. Compliance with Laws:

- (a) SUBCORP agrees, and shall require its dedicated consultant resources to agree, that it will perform its respective responsibilities under this Contract in compliance with all applicable laws, rules, and regulations in effect during the Term, including without limitation applicable labour, occupational health and safety, and anti-corruption and bribery laws.
- (b) To the extent that SUBCORP or its dedicated consultant resources will require access to personal information held by SOLVERA or the Client, or to the personal information of SOLVERA or the Client's employees, agents and/or contractors, SUBCORP shall access and handle, and at all times collect, use, and disclose, as may be applicable, such personal information in accordance with applicable privacy laws, and shall ensure that its dedicated consultant resources do the same.

19. Cybersecurity:

- (a) **Compliance with Industry Standards.** SUBCORP shall be responsible for taking all reasonable steps, and ensuring that all reasonable steps are taken by its consultant resources, to protect the integrity of, and prevent unauthorized access, corruption, loss, damage and destruction to, the data and confidential information of SOLVERA and the Client, and shall implement baseline security safeguards and controls to protect such information and data that are consistent with accepted industry practices, and specifically those set forth in the latest published version of ISO 27001-Information Security Management.
- (b) **Location of Client Data.** SUBCORP shall not, and shall ensure that its dedicated consulting resources do not, store any data or information of the Client outside of Canada, unless explicitly stated otherwise in Schedule B.
- (c) **Security Breach and Remedies.** In the event of any security breach impacting, or loss of, data or confidential information of the Client or SOLVERA, SUBCORP shall report on same to SOLVERA without delay, and take all reasonable measures to contain the breach or loss.

20. Choice of Law:

This Contract shall be governed by and construed in accordance with the laws of the Province of **Alberta**, and any dispute brought hereunder shall be brought in a court of the Province of **Alberta**.

21. Severability:

In the event any term of this Contract is declared to be invalid, illegal, or unenforceable by a Court of competent jurisdiction, the said term shall be severed from this Contract and all other

terms and conditions shall remain in force and effect.

22. Entire Agreement:

This Contract contains the complete and exclusive statement of the agreement between the Parties in relation to the Work, and supersedes all prior and contemporaneous agreements, understanding, negotiations, or representations of any kind, whether oral or written, save and except for the Confidentiality and Non-Disclosure Agreement referenced in paragraph 9. No change or modification to this Contract may be made except in writing and signed by both Parties.

23. Enurement:

This Contract shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, and permitted assigns. SUBCORP assumes all liabilities for the Work performed hereunder.

The remainder of this page has been left intentionally blank. Signature page follows.

IN WITNESS WHEREOF the parties hereto have executed this Contract this _____ day of _____, 2018.

SOLVERA SOLUTIONS CALGARY

[SUBCONTRACTOR CORP name]

Per: _____

Per: _____

Name: Ray Hillman

Name:

Role: Managing Director

Role:

Per: _____

Name: Carol Hillier

Role: Managing Director

SCHEDULE A

Resources & Rates

SOLVERA shall pay SUBCORP for each hour of Client billable work delivered by the following dedicated consulting resource(s) and approved pursuant to the Contract, at the rates specified below:

(1) [Resource Name and Title]: \$Rate/Hour

(2) [Resource Name and Title]: \$Rate/Hour

SUBCORP shall not reassign or remove any of the above-noted dedicated consulting resources from the performance of the Work without the agreement of SOLVERA.

SCHEDULE B

Description of the Work

[NTD: To align with the agreement between Solvera and the Client.]

SCHEDULE C

Additional Provisions

A. SUBCORP Consulting Resource Requirements

SUBCORP acknowledges and agrees that the SOLVERA subcontractor requirements and policies (attachment enclosed entitled, “Sub-contractor Resource Guide 2017”) are binding upon it, and form part of the Contract between the Parties. SUBCORP further acknowledges that such requirements and policies may be updated by SOLVERA from time to time, and upon notice from SOLVERA that such requirements and policies have been updated, SUBCORP agrees to review such updated requirements and policies, and require its dedicated consulting resources to review such updated requirements and policies, and comply with same if and as they may be revised or amended by SOLVERA.

B. Additional Terms

[Include any additional provisions that may be required by the Client agreement relevant to the Work.]

The provisions of this Schedule take precedence in the event of any inconsistency between this Schedule and the Contract.

SCHEDULE D

Confidentiality and Non-Disclosure

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT made this _____ day of _____, 2018.

BETWEEN:

SOLVERA SOLUTIONS CALGARY,
a partnership registered in the Province
of **Alberta**
(hereinafter called "**SOLVERA**")

- And -

[Consultant Name]
(hereinafter called "**RECIPIENT**")

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

WHEREAS SOLVERA and/or the clients of SOLVERA are the owners of certain designs, procedures, processes, documentation, copyright, formulas, know-how trade secrets, discoveries, inventions, concepts, ideas, and other valuable information of a confidential or proprietary nature.

AND WHEREAS SOLVERA is willing to disclose to the RECIPIENT the Confidential Information for the sole purpose of **[using the Confidential Information to develop and maintain software and help programs for use by SOLVERA and the clients of SOLVERA]** (herein referred to as the "**Purpose**");

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration the receipt and sufficiency of which is hereby mutually admitted, the parties hereto agree as follows:

- 1) The expression "**Confidential Information**" as used in this agreement means all information acquired by the RECIPIENT from SOLVERA or the clients of SOLVERA, specifically including, without limitation, all know-how, trade secrets, designs, copyrights, source codes, object codes, documentation, engineering diagrams, sample apparatus and any copies thereof relating to the Confidential Information, in any form whatsoever, provided that the expression Confidential Information shall not include the following:
 - a) information which is generally available to the public at the time of the RECIPIENT's receipt thereof from SOLVERA or the clients of SOLVERA, as may be applicable;
 - b) information which, after the RECIPIENT's receipt thereof from SOLVERA or the clients of SOLVERA as may be applicable, becomes generally available to the public through no act of the RECIPIENT;
 - c) information which the RECIPIENT can show was lawfully in its possession prior to the receipt thereof from SOLVERA or the clients of SOLVERA, as may be applicable;
 - d) information received in good faith by the RECIPIENT from a third party and which was lawfully in possession of such third party;
 - e) information which is released from the provisions of this agreement by the written authorization of SOLVERA or the clients of SOLVERA, as may be applicable; and

- f) information which the RECIPIENT has acquired through its own independent research and design prior to the date of this agreement.
- 2) The RECIPIENT acknowledges that the Confidential Information is proprietary and/or confidential, and a valuable asset of SOLVERA and/or the clients of SOLVERA, as may be applicable. All applicable intellectual property rights, patents, copyrights, know-how, trade-marks and trade secrets in or related to the Confidential Information are and will remain the exclusive property of SOLVERA or the clients of SOLVERA, as may be applicable.
- 3) The RECIPIENT will treat as confidential, and shall not directly or indirectly disclose, sell, copy, publish, disseminate or provide any other party access to, the Confidential Information, other than those of its employees that have a need to know, and then only if such employees have agreed to be bound by this agreement.
- 4) The RECIPIENT shall use the Confidential Information only for the Purpose.
- 5) Upon written request from SOLVERA, the RECIPIENT shall forthwith return to SOLVERA all repositories and copies of Confidential Information in or subject to its custody or control.
- 6) This agreement shall be governed and construed in accordance with the laws of the Province of **Alberta** and the laws of Canada applicable herein, and shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 7) Nothing in this agreement shall be construed as limiting any rights or remedies that SOLVERA or its clients would otherwise have at law or in equity relating to Confidential Information.

EXECUTED by SOLVERA this _____ day of _____, 2018.

SOLVERA SOLUTIONS [CALGARY]

Per: _____

Title: Managing Director

EXECUTED by the RECIPIENT this _____ day of _____, 2018.

[Legal Name of Recipient]

Per: _____

Title: